CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
January 20, 2026 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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

Use the following link to join the meeting from your computer, tablet or smartphone.
www.CityOfDubuque.org/VirtualMeeting
You can also dial in using your phone:
United States (Toll Free): 1-877-568-4106
United States: +1 (571) 317-3129
Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

Cavanagh, Staver, Wethal, Resnick, Leyendecker, Roussell, Sprank

CLOSED SESSION

5:30 PM - Confidential Records - Chapter 21.5(1)(a) Code of Iowa

WORK SESSION

6:00 PM - Historic Millwork District Outdoor Community Space
City staff and consultants from Confluence will present on the Historic Millwork District (HMD) Outdoor Community Space.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. **Recognize Grand River Center for 2026 EXHIBITOR Magazine Centers of Excellence Award**

   Grand River Center and Oak View Group (OVG 360) staff will be recognized for their recent Special Award in EXHIBITOR Magazine's 2026 Centers of Excellence Awards.

CONSENT ITEMS

1. **Minutes and Reports Submitted**

   City Council Proceedings of January 5, 2026; Airport Commission of October 28, 2025; Arts and Cultural Affairs Advisory Commission of September 30, October 28, and November 18, 2025; Library Board of Trustees of August 28, September 25, and November 20, 2025; Proof of Publication for City Council Proceedings of December 15, 2025; Proof of Publication for Expenditure Reports presented at the December 15, 2025 City Council meeting.
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**

   Peter Dotterweich for vehicle damage; Richard Herrig for vehicle damage; Alyson Nelson for vehicle damage; Ryan Scherrman for property damage; Daniel Schleter for property damage.
   Suggested Disposition: Receive and File; Refer to City Attorney

3. **Disposition of Claims**

   City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Steven Palmer for property damage; Ryan Scherrman for property damage.
   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. **Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of 2541 Central Avenue**

   City Manager recommending City Council adopt a resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the redevelopment of 2541 Central Avenue.
   RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC
   Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Iowa Department of Transportation HMA Sealing Project**
   Correspondence from Jesse Tibodeau, District Engineer with the Iowa Department of Transportation, notifying the City Council of HMA joint and crack sealing on US-61 from Dubuque Airport to Lake Eleanor Road.
   Suggested Disposition: Receive and File

7. **Request for City Council Ratification of the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA**
   City Manager recommending City Council ratify the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA.
   Suggested Disposition: Receive and File; Approve

8. **Request for City Council Ratification of the Second Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 CBA (Specifically, FLSA OT at 204 Hours, a five (5) year CBA Duration, Wage Re-opener in Years 4 and 5 of the CBA)**
   City Manager recommending City Council ratify the Second Amendment to the July 1, 2024 DPFA (Fire) CBA.
   Suggested Disposition: Receive and File; Approve

9. **Acceptance of Grants of Permanent Easement for Storm Sewer Utility across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham**
   City Manager recommending City Council adopt a resolution accepting the grants of easement for storm sewer utility from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham for a proposed storm sewer extension project across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa.
   RESOLUTION Accepting A Grants Of Permanent Easement For Storm Sewer Utility Through, Under And Across Parts Of Lots 11 And 12 In Block 3 In Birch Acres, In The City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **City Council Contact Information and Ward Map Flyer**
    City Manager providing a copy of the City Council Contact Information and Ward Map Flyer, which is being mailed with City utility bills from January 13 through February 3, 2026.
    Suggested Disposition: Receive and File

11. **Winter Reminders Flyer**
    City Manager providing a copy of the Winter Reminders Flyer, which is being mailed with City utility bills from January 13 through February 3, 2026.
    Suggested Disposition: Receive and File

12. **Signed Contracts**

A&G Electric for FY26 Electrical Installation and Repair Service Contract; CrossFit Dubuque for Physical Training For The New Hire Academy; Department of the Army Corps of Engineers, Rock Island District and Union at the Marina for Flowage Easement Disposal; Elevated Landwrx for City Property Maintenance of Tree Clearing, Brush Mowing, and Site Restoration Work; Leadership Shapers PTY Limited for the Complete Mentoring Program Facilitator Pack; Modus Engineering for the Eagle Point WTP Boiler Replacement Project - Study Phase; Neiland Refrigeration for the Grand River Center Walk-In Cooler Compressor Replacement; Northwest Mechanical, Inc for Boiler Replacement at 950 Elm Street – Intermodal Facility; Oak View Group for hosting the City of Dubuque Recognition Day at the Grand River Center; Racom Corporation for 5th Street Ramp Camera Replacement; The Painter Lady, LLC to Paint walls in Room 208B and Base Cabinet Faces in Room 208; ViDL Solutions for Amendment #3 to organizational cultural work; Wellmark Blue Cross and Blue Shield of Iowa for the Administrative Services Agreement.

Suggested Disposition: Receive and File

13. **Improvement Contracts with Performance, Payment, and Maintenance Bonds**
    Offset Construction LLC for the Rockwood Court Storm and Sanitary Sewer Repairs.
    Suggested Disposition: Receive and File; Approve

14. **Request for Qualifications for a fundraising campaign consultant for restoration at Eagle Point Park**
    City Manager recommending City Council approval to distribute the enclosed Request for Qualifications (RFQ) with the purpose of engaging a fundraising consultant for the restoration of the Alfred Caldwell-designed buildings at Eagle Point Park, a collaboration under the Parks and Recreation and Planning Services Departments.
    Suggested Disposition: Receive and File; Approve

15. **Tanglewood Court Storm Sewer Extension Project: Award Public Improvement Contract**
    City Manager recommending City Council award the public improvement contract for the Tanglewood Court Storm Sewer Extension Project to Gansen Excavating Inc. of Dubuque, Iowa in the amount of $101,249.28, which is 22.42% below the engineer's estimate.
    RESOLUTION Awarding Public Improvement Contract For The Tanglewood Court Storm Sewer Extension Project
    Suggested Disposition: Receive and File; Adopt Resolution(s)

16. **Civil Service Commission - Certified Lists for Fire and Police Promotional Positions**
    Civil Service Commission submitting the recertified list for the positions of Fire Lieutenant, Division/Bureau Chief, Assistant Fire Marshall, EMS Supervisor, and Fire Captain. The Fire Equipment Operator segment of the Fire Promotionals List

was previously exhausted. Therefore, a new list of qualified Fire Equipment Operator candidates has been certified. Additionally, the commission is submitting the certified lists for the positions of Police Lieutenant, Police Corporal, Police Captain, and Assistant Chief of Police.
Suggested Disposition: Receive and File; Make Matter of Record

17. **Request to Apply for an Environmental Protection Agency Community-wide Assessment Grant in the Amount of $500,000**
City Manager recommending City Council approve the request to apply for an Environmental Protection Agency (EPA) Community-wide Assessment Grant in the Amount of $500,000.
RESOLUTION Authorizing The Filing Of A Grant Application With The Environmental Protection Agency To Assist With Funding Community-Wide Brownfield Assessments
Suggested Disposition: Receive and File; Adopt Resolution(s)

18. **Tobacco Acknowledgement/Settlement Agreement between the City of Dubuque and Pink Cloud at 4835 Asbury Rd.**
City Manager recommending City Council approval of the Tobacco Acknowledgement/Settlement Agreement with Pink Cloud, for their establishment at 4835 Asbury Road.
Suggested Disposition: Receive and File; Approve

19. **Approval of Retail Alcohol Licenses**
City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION 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
Suggested Disposition: Receive and File; Adopt Resolution(s)

20. **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. **7800 Chavenelle Building Remodel Project: Initiate Public Bidding Process**

and Setting Date for a Public Hearing

City Manager recommending City Council grant preliminary approval of the construction plans and specifications with estimated construction of $710,000; and establish February 2, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution.

RESOLUTION 7800 Chavenelle Building Remodel 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 February 2, 2026

2. **Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC**

City Manager recommending City Council set a public hearing for February 2, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC) for the property located on Commercial Street (aka East Seventh Street).

RESOLUTION Setting A Public Hearing To Consider The First Amendment To The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Bunge USA Grain, LLC For Real Property In The City Of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 2, 2026

3. **Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2026.1**

City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of creating an Amended and Restated Urban Renewal Plan, Version 2026.1 for the Greater Downtown Urban Renewal Area and any other applicable updating that may be necessary, and set the public hearing on the proposed plan for February 16, 2026.

RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan, Version 2026.1, For The Greater Downtown Urban Renewal Area And Setting The Date For A Public Hearing And Consultation On The Proposed Amended And Restated Urban Renewal Plan, Version 2026.1, For Said Area

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

BOARDS/COMMISSIONS

1. **Boards and Commission Application Review**

Applicants are invited to address the City Council regarding their desire to serve on

the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Civil Service Commission
Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at February 2, 2026, city council meeting with the vote on appointments to occur at March 16, 2026, city council meeting.

One, 4-Year Term through April 6, 2030 (Expiring term of Crabill)
Applicants:
Randall Ludowitz, 867 Barbaralee Dr.
Colleen McKenna, 1360 Mount Pleasant St.
Brian Neises, 1841 Phyllrich Dr.
Tom Parker, 2743 Mineral St.
Darcy VanOstrand, 1222 Lincoln Ave.

Community Development Advisory Commission
One, 3-Year Term through February 15, 2029 (Expiring Low to Moderate Income Area Representative term of Brown)
Applicant:
Talma Brown, 2004 Windsor Ave.

Long Range Planning Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Conrad)
Applicant:
Rebecca Bruce, 7926 N. Westbrook Dr.

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. **Grand Harbor Hotel - Assignment of Development Agreement**
   Proof of publication on notice of public hearing to consider City Council approval of the assignment of the Development Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC, and City Manager recommending approval.
   RESOLUTION Approving The Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG Hospitality, LLC
   Suggested Disposition: Receive and File; Adopt Resolution(s)

2. **Grand Harbor Hotel - Assignment of Lease Agreement**

Proof of publication on notice of public hearing to consider City Council approval of the assignment of the Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC, and City Manager recommending approval.
RESOLUTION Approving The Assignment Of The Lease Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holding LLC To RG Hospitality, LLC
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. **Request for New Ordinance - Medians 9-8-321.330**
   City Manager recommending City Council adopt a new ordinance to regulate pedestrian use of medians within the City of Dubuque.
   ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 8 Pedestrians' Rights And Duties And Adopting A New Section 321.330 Pedestrian Safety; Use Of Certain Medians Prohibited
   Suggested Disposition: Receive and File; Motion B; Motion A

2. **2026 Federal Legislative Priorities**
   City Manager recommending City Council approval of the 2026 Federal Legislative Priorities.
   Suggested Disposition: Receive and File; Approve

3. **New Ladder Truck - Static Display**
   City Manager sharing that the Fire Department plans to display the new 2025 E-One Cyclone ladder truck before the Monday, February 2, 2026, City Council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th Street.
   Suggested Disposition: Receive and File

4. **Work Session Request: Travel Dubuque Annual Update**
   Travel Dubuque President & CEO Keith Rahe requesting the City Council schedule a work session for February 2, 2026, at 6:00 p.m. to present an annual update.
   Suggested Disposition: Receive and File; Council

5. **Work Session Request: City Budget Resources and Online Transparency Tools**
   City Manager recommending City Council schedule a work session on March 2, 2026, at 5:15 p.m. for a presentation on City Budget Resources and Online Transparency Tools.
   Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

CLOSED SESSION

Purchase or Sale of Real Estate – Chapter 21.5(1)(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.

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January 20, 2026

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 6:00 PM - Historic Millwork District Outdoor Community Space

SUMMARY: City staff and consultants from Confluence will present on the Historic Millwork District (HMD) Outdoor Community Space.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Historic Millwork District Park Concepts
4. Public Information Survey Results
5. 2009 Historic Millwork District Plan
6. 2024 Historic Millwork District Plan
7. Historic Millwork District Parking Analysis
8. Interim Park - HMD Plans
9. Interim Park - HMD Opinion of Probable Costs
10. HMD Worksession Presentation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Historic Millwork District Outdoor Community Space Work Session

DATE: January 14, 2026

Planning Services Director Wally Wernimont is submitting information for the 6:00 p.m. January 20, 2026, City Council Work Session on Historic Millwork District (HMD) Outdoor Community Space. The work session is to update the City Council on the project and to present concept plans. In addition to Wally Wernimont, Assistant Planner Chris Happ Olson and our consultants from Confluence will be presenting before the City Council.

I know there is a concern from businesses about the loss of convenient parking by the removal of this parking lot. I hope the City Council will consider 2 things as part of the discussion:

1. The City currently has funding available to remove the existing parking lot and to plant grass, but not to do any significant development. Could the City wait to remove the parking lot until money is available through City or philanthropic resources to actually develop the area.

2. After seeing the concepts, I asked for option 1A to be created, so option 1A with the 16 parking spaces has not been viewed by the public. With concept 1A you get a compelling green space development, and you preserve 16 of the conveniently located 57 parking spaces.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director
Jill Connors, Economic Development Director
Matt Kalcevich, Parks and Recreation Director
Ryan Knuckey, Transportation Services Director
Chris Happ Olson, Assistant Planner

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: Historic Millwork District Outdoor Community Space Work Session

DATE: January 14, 2026

INTRODUCTION

This memo transmits a packet of information for the upcoming 6:00pm January 20 City Council Work Session on Historic Millwork District (HMD) Outdoor Community Space. The work session is to update the City Council on the project and to present concept plans. In addition to myself, Assistant Planner Chris Happ Olson and our consultants from Confluence will be presenting before the City Council.

BACKGROUND

2009 Historic Millwork District Master Plan

On February 16, 2009, the City Council adopted the Historic Millwork District Master (HMD) Plan. The vision outlined in the Plan aimed to revitalize the District by integrating commercial, office and residents into historic spaces, fostering artistic expression, and promoting green technologies. The historic buildings serve as a foundation for a vibrant mixed-use neighborhood that provides easy access to urban amenities and outdoor recreation. The execution of this Plan transforms this District into a creative and innovative hub, further enhancing Dubuque's position in the region.

One of the features identified in the plan included the following:

> "A signature public open space: Build a multi-use, flexible plaza and park in the heart of the District to use for performances, concerts, markets, and to showcase sustainable practices, technologies, and artistic elements."

The plan placed this approximately .70 acres (30,500 sf) area known as Foundry Square at the corner of 10th and Elm Street adjacent to what is referred to as the Alamo Building which is now known as the Rouse and Dean Building (see enclosed 2009 HMD Plan).

Temporary Parking Lot Approval

Besides the aforementioned plaza and park, the plan included several features, including the construction of a parking ramp. As part of the construction of the parking ramp, the installation of a temporary parking lot was proposed to temporarily satisfy

parking demand in the developing district while the parking ramp was being constructed. On May 16, 2012, a contract was signed by a local contractor to furnish all material and equipment and to perform all labor necessary for the “Millwork Temporary Parking Lot Project.”

Before approving the temporary parking lot and the construction of the parking ramp, the Historic Preservation Commission conducted an advisory design review on January 19, 2012.

An excerpt from the HPC meeting minutes notes the following stated by former City of Dubuque Assistant Economic Development Director Aaron DeJong:

> “Commissioners discussed surface parking lot proposed in place of the planned plaza. Staff Member DeJong reviewed the parking lot on Foundry Square is intended to be a temporary parking lot until the ramp is built. Commissioners emphasized the surface lot needs to be temporary as Foundry Square is an important design and pedestrian component of the Historic Millwork District. Staff Member DeJong agreed, noting the Plaza is needed for the Historic Millwork District, and this remains the ultimate goal.”

2024 Historic Millwork District Master Plan Update
The Historic Millwork District enjoyed a successful revival since the original Historic Millwork Master Plan was adopted in 2009. However, city officials, stakeholders and the community recognized that there was still more work to be done. Despite numerous successful developments and public infrastructure projects, this district remains “in progress.” The purpose of conducting the master plan update was to provide recommendations for improvements over the next decade. In 2022, the city hired a consultant to provide an update to the plan**.**

A steering committee was established in fall 2022, comprising thirteen members—including business and property owners, residents, community leaders, and city staff—who worked closely with the consultant team to engage the community and update the master plan. The committee held monthly meetings throughout the winter and spring of 2023. The consultant conducted community engagement which included various stakeholders from both within and outside the District.

In addition to the steering committee's efforts, the consultant conducted six focus group meetings with small groups of individuals sharing common interests, such as business owners, the arts community, city staff, youth, and neighboring residents. An online survey was also distributed city-wide to gather input from residents who might not typically participate in District activities, resulting in over 600 responses that reflected a broad cross-section of the community.

As a result of the community engagement, several recommendations for projects were identified. Design and construct a Community Space adjacent to the Alamo Building was identified as a priority project and the top primary recommendation in the built environment category (see enclosed 2024 HMD Plan).

Millwork District Public Parking Availability
The temporary parking lot currently provides 57 spaces that are leased during the day, with public access beginning at 5:00 PM. Overall, the Millwork District contains 1,461 public and private parking spaces, including 226 spaces across three public parking lots along Elm Street, 291 public spaces in the Millwork District Parking Ramp, 173 metered on-street spaces, 266 unmetered on-street spaces, and 448 private spaces located in surface lots throughout the district. In addition, the parking ramp at 9th Street and Central Avenue, located just outside the district and not included in the 1,461-space total, provides an additional 542 parking spaces. (See enclosed Historic Millwork District – Parking Analysis).

DISCUSSION
On January 21, 2025, the City Council approved Confluence as the consultant for community engagement, design and construction management of the HMD Outdoor Space.

Confluence has been working with the Planning Services, Economic Development, Parks and Recreation, and Transportation Services departments, along with a 19-member project steering committee composed of Millwork District property owners, business owners, and residents, as well as representatives from Dubuque Main Street, Greater Dubuque Development Corporation, Dubuque Initiatives, and Dubuque Forward.

The presentation will provide an overview of the project timeline and summarize the results of community engagement efforts, including feedback received through the online survey, the public input workshop, various outreach events and the Merry Millwork Open House. It will also review the design concepts that were developed in response to this public input and the interim park plans.

REQUESTED ACTION
This information is being provided as an update; no further action is requested at this time.

enclosures: Historic Millwork Park Concept Plans
Public Information Survey Results
2009 Historic Millwork District Master Plan
2024 Historic Millwork District Master Plan
Historic Millwork District – Parking Analysis
Interim Park Plan
Interim Park Plan – Opinion of Probable Costs

cc: Jill Connors, Economic Development Director
Matt Kalcevich, Parks and Recreation Director
Ryan Knuckey, Transportation Services Director
Chris Happ Olson, Assistant Planner

CONCEPT 1 – MOST PREFERRED CONCEPT

COMMENTS:

- GREAT CONCEPT!
- LOVE THE UPPER/LOWER LAWN
- LOVE THE FEEL OF THE EVENT SPACE
- LIKE THE CURVES
- ADD FUTURE ICE RINK AREA (LOWER LAWN AREA)
- LIKE THE ART PIECES TO ATTRACT PEOPLE
- LOVE THE PLAY SPACE



Concept 01
HISTORIC MILLWORK DISTRICT

CONCEPT 1A

MODIFIED CONCEPT ADDS ANGLED PARKING:

- ADDS 10 PARKING SPACES
- REDUCES PARK SIZE/GREEN SPACE
- ELIMINATES PLAY SPACE
- IMPEDES PEDESTRIAN FLOW
- HEADLIGHTS SHINE ONTO PARK
- IMPACTS SENSE OF PLACE/FEEL
- IMPACTS FLOW BETWEEN 10TH ST. & GREEN SPACE FOR EVENTS



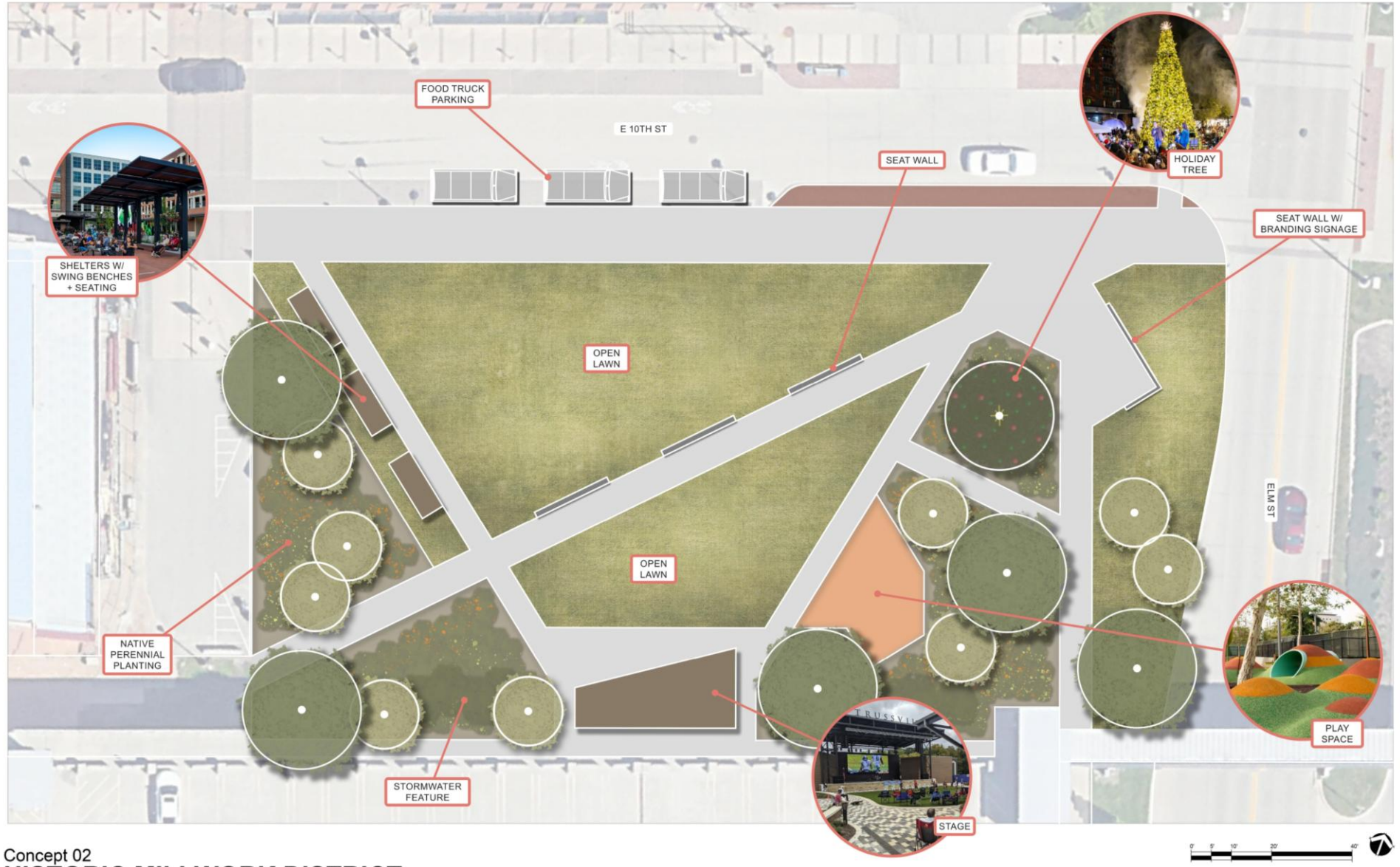
Concept 01A
HISTORIC MILLWORK DISTRICT

CONFLUENCE

CONCEPT 2

COMMENTS:

- LOVE THE HOLIDAY TREE!
- SO STYLISH LOVE THE ASYMMETRY
- LOVE THE PLAY SPACE



Concept 02
HISTORIC MILLWORK DISTRICT

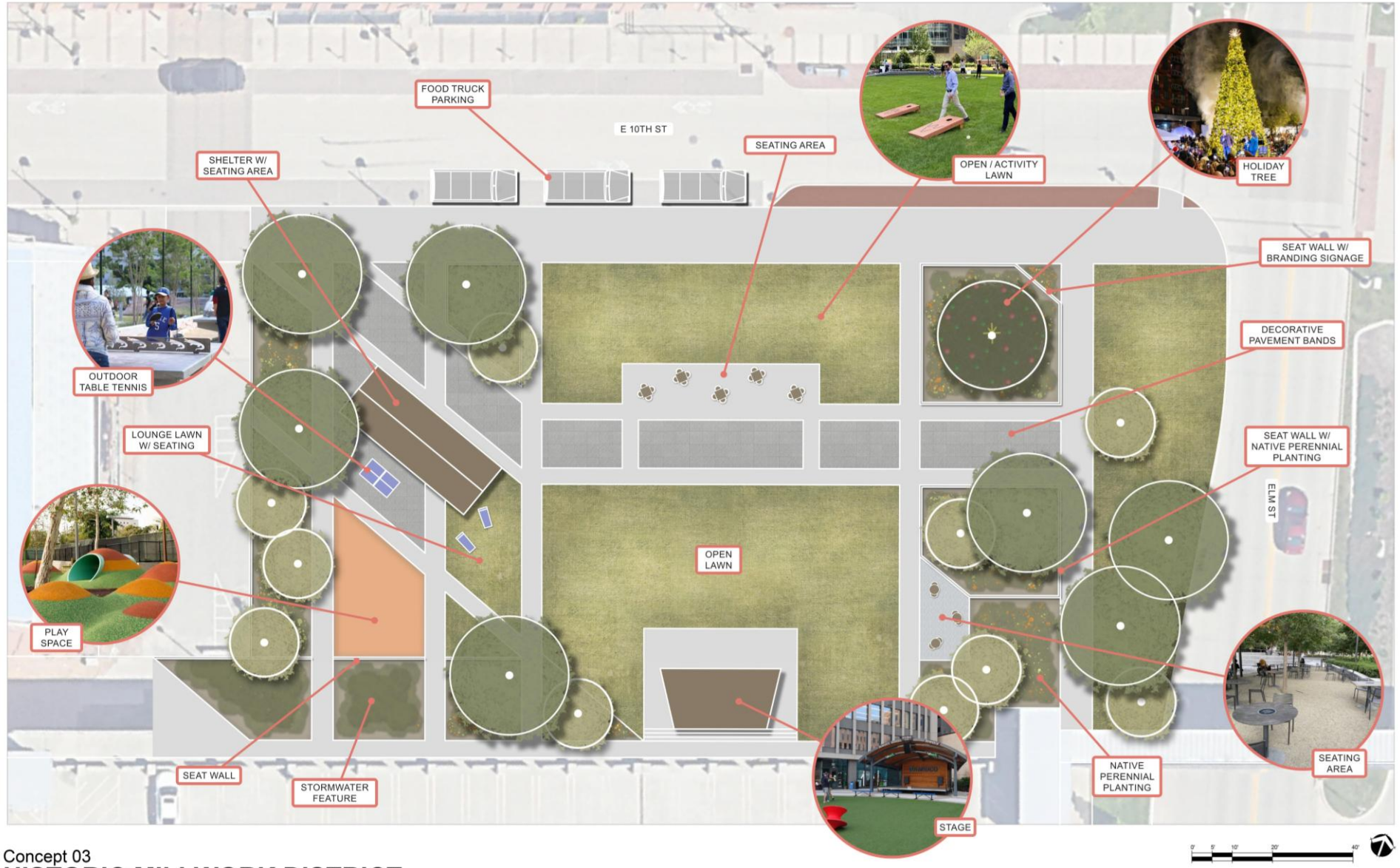
CONFLUENCE

December 05, 2025 | 24463

CONCEPT 3

COMMENTS:

- LIKE THE NATIVES IN THE STORMWATER SWALE
- LOVE THE TABLE TENNIS IDEA AND AMENITIES
- LOVE THE PATIO
- NEEDS MORE GREEN SPACE



Concept 03
HISTORIC MILLWORK DISTRICT



SOCIAL PINPOINT IN-PROGRESS SUMMARY

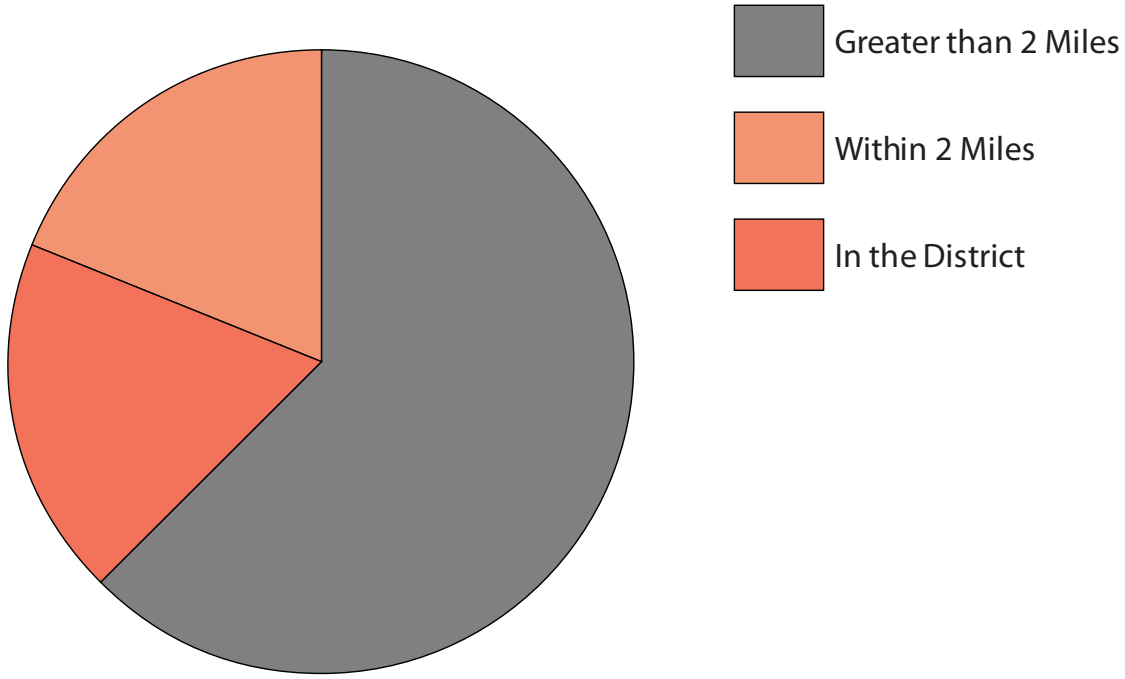
DATA PULLED:
OCTOBER 20TH

16 committee member responses
418 public responses

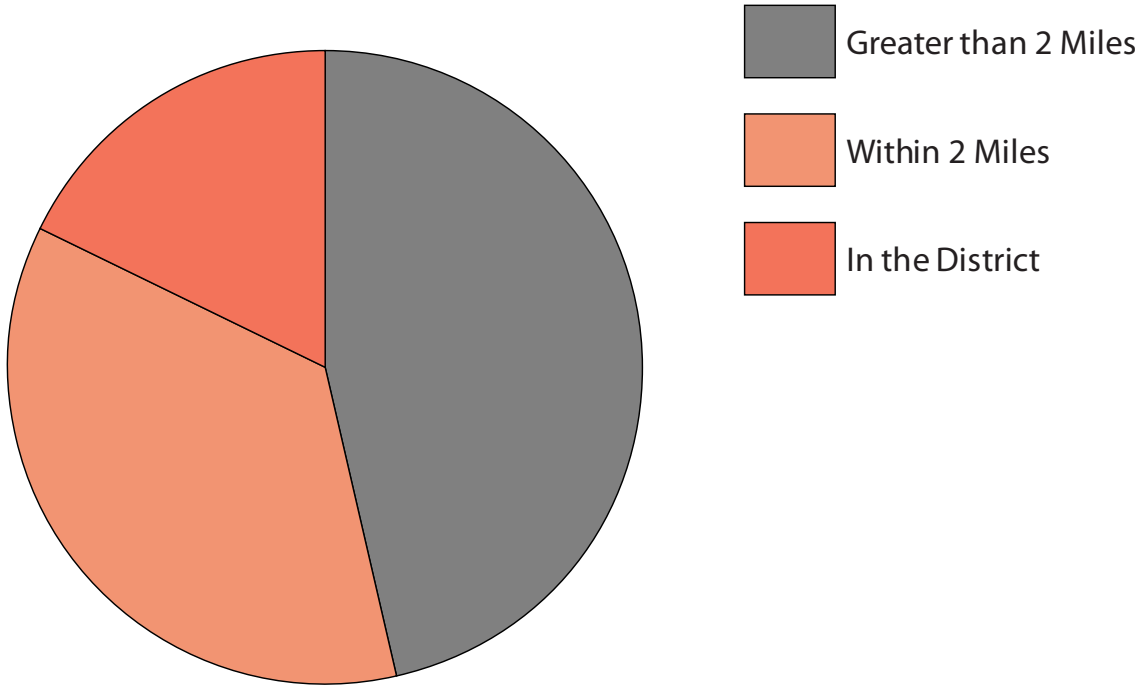


SOCIAL PINPOINT IN-PROGRESS SUMMARY

Participant's home location:



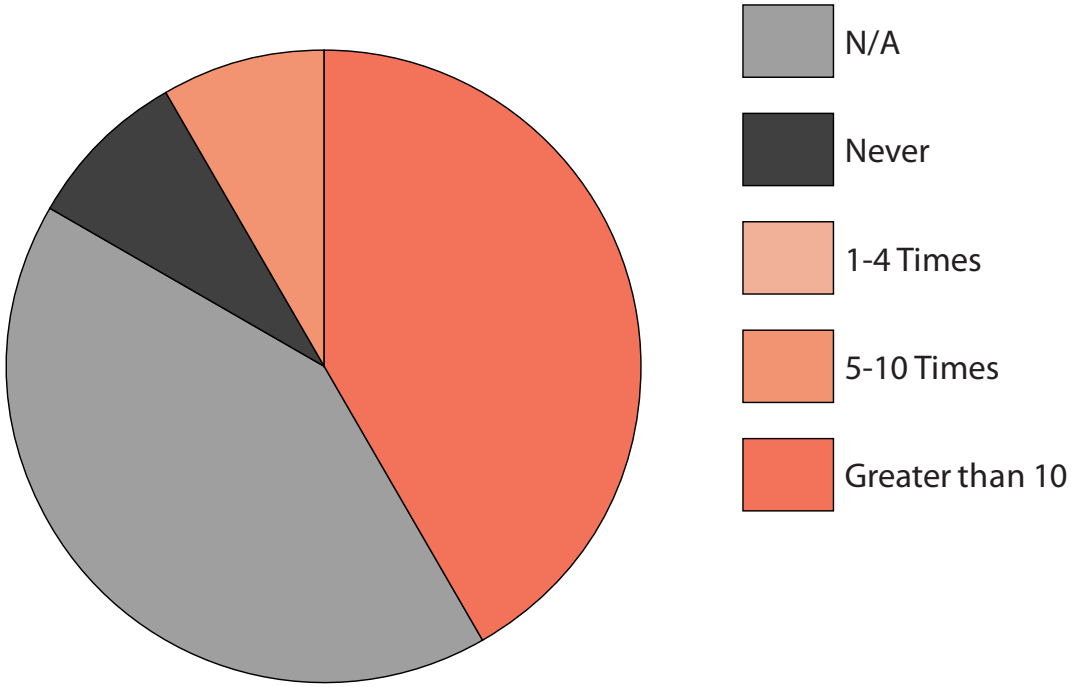
Committee Response



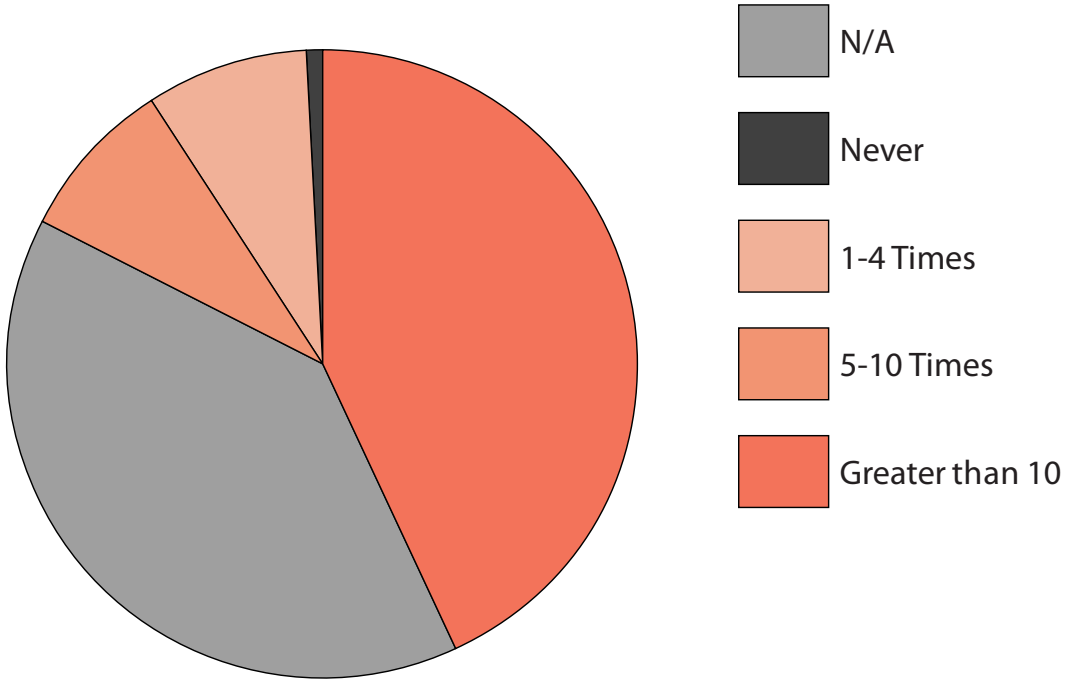
Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

How often do you visit per year (< 2 miles)?



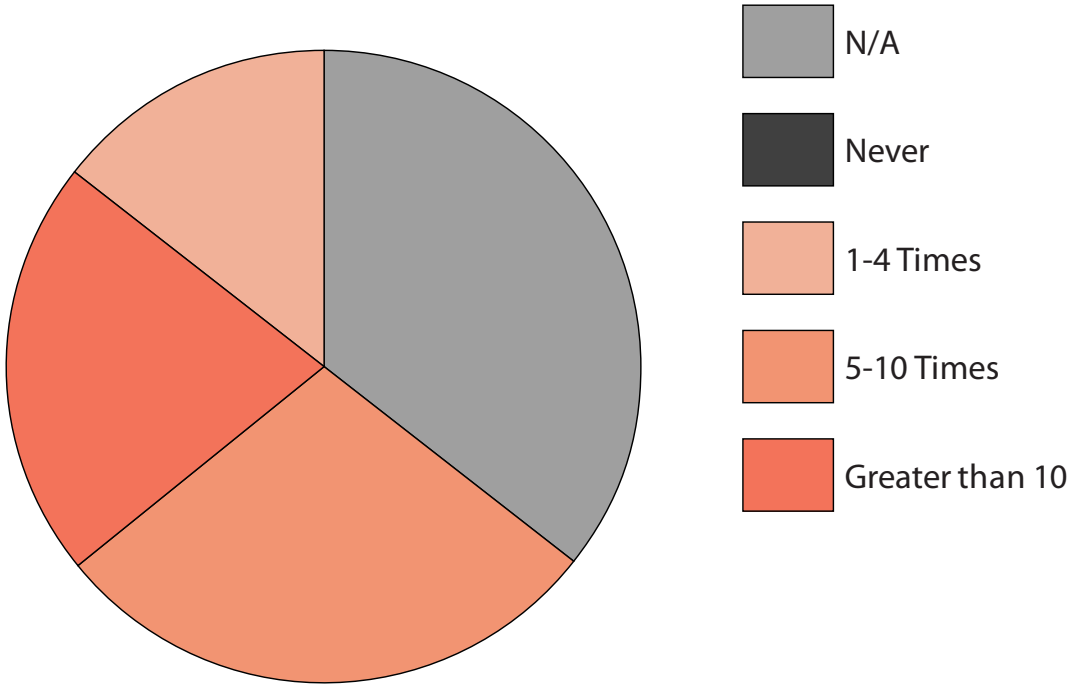
Committee Response



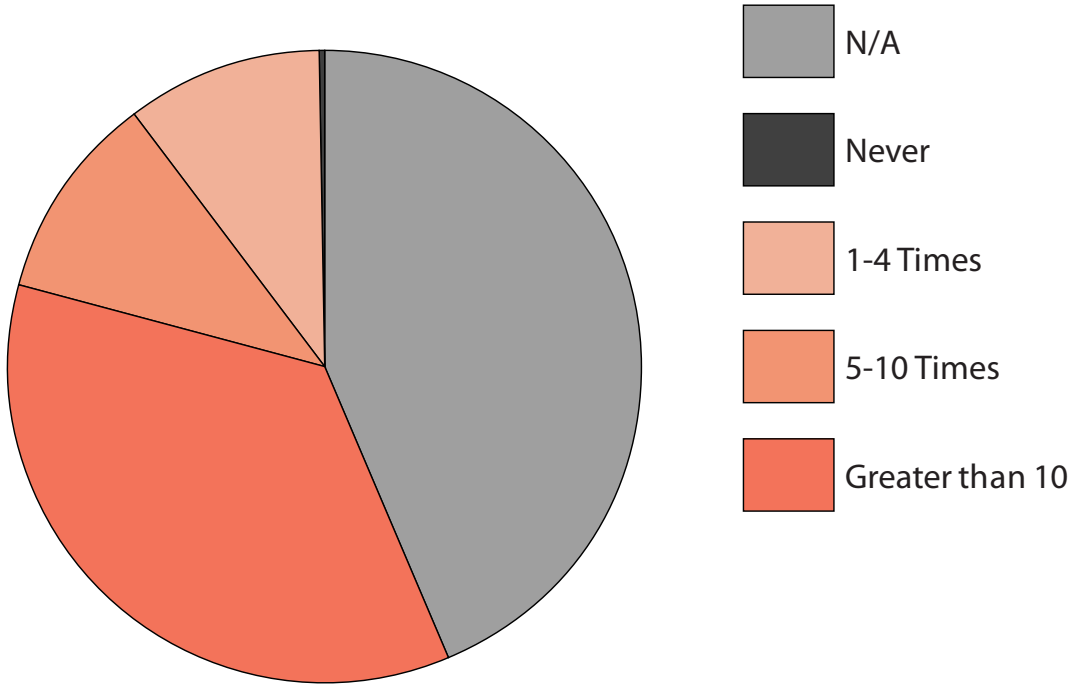
Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

How often do you visit per year (> 2 miles)?



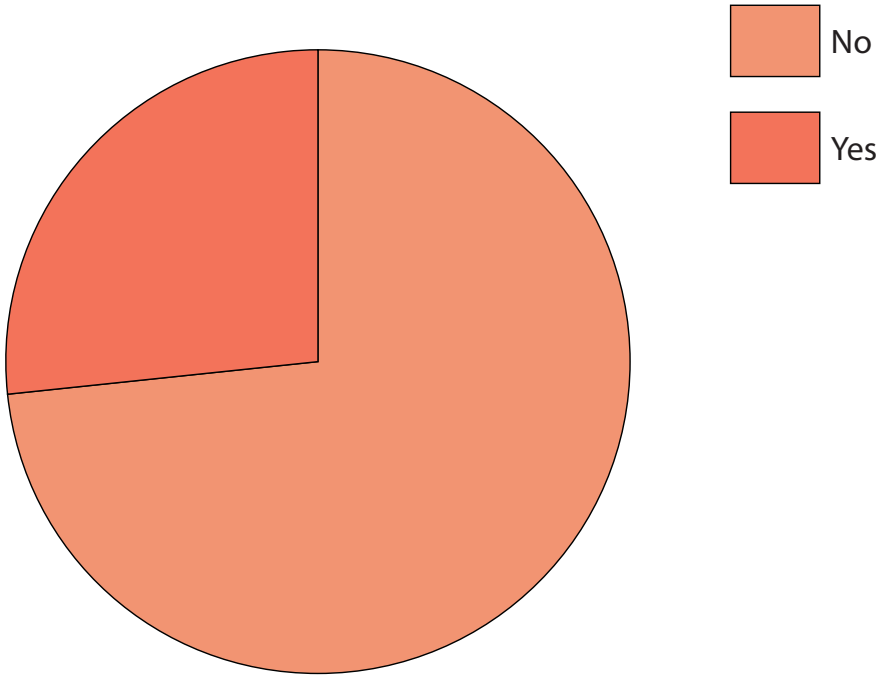
Committee Response



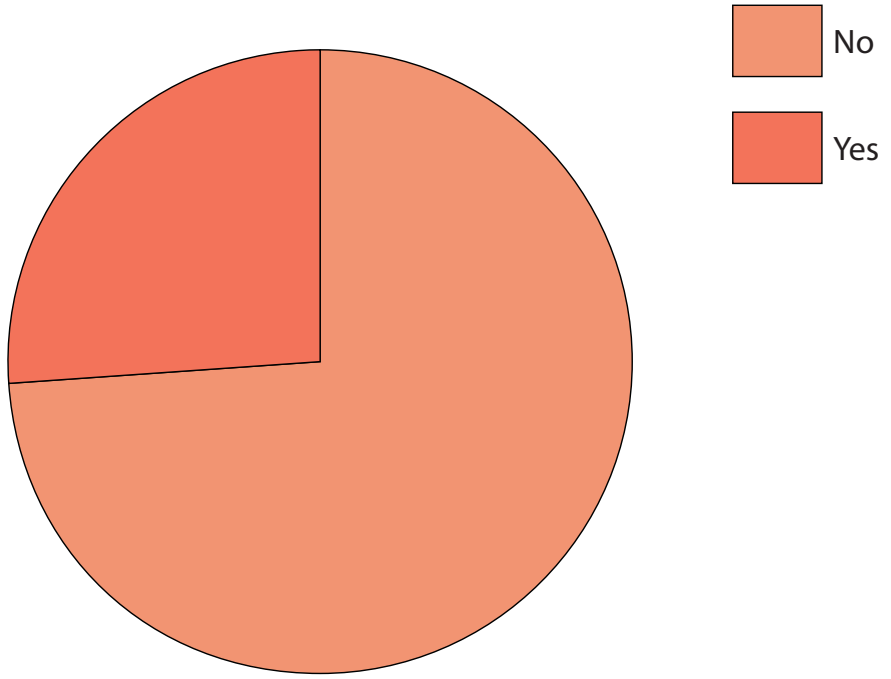
Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

Do you work in the District?



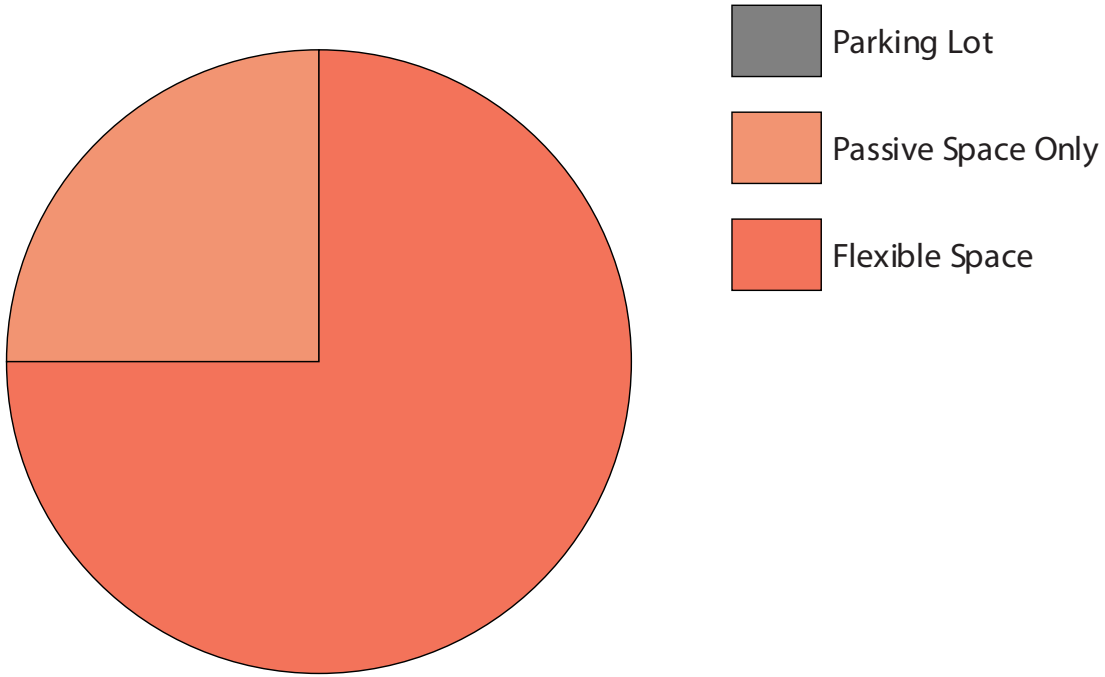
Committee Response



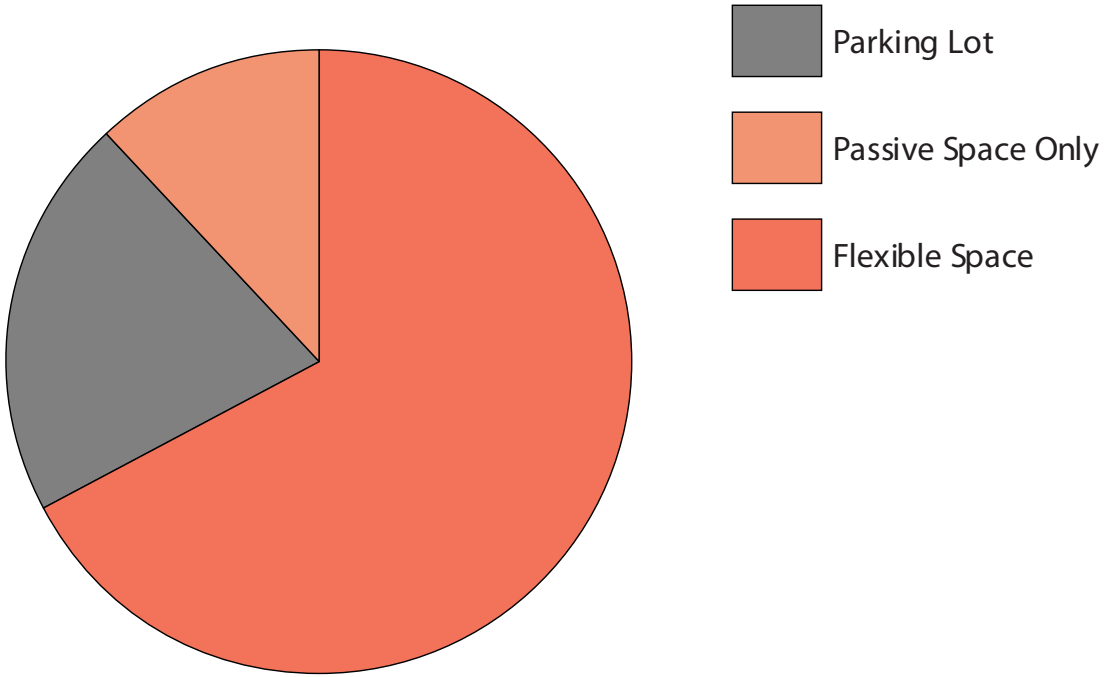
Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

This Community Space should be a:



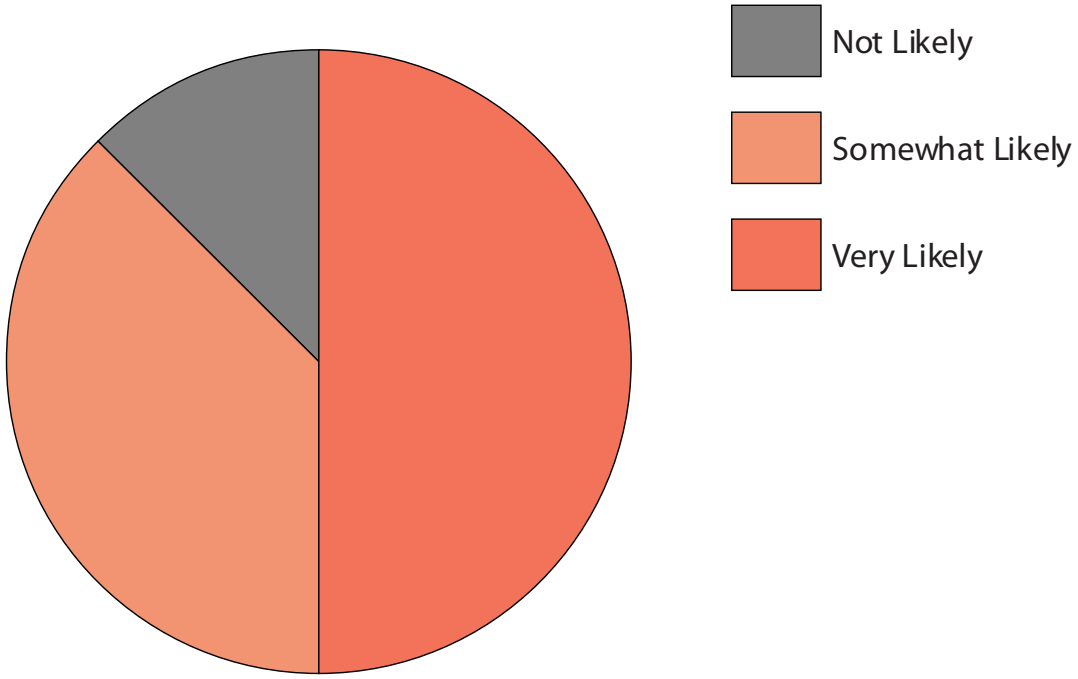
Committee Response



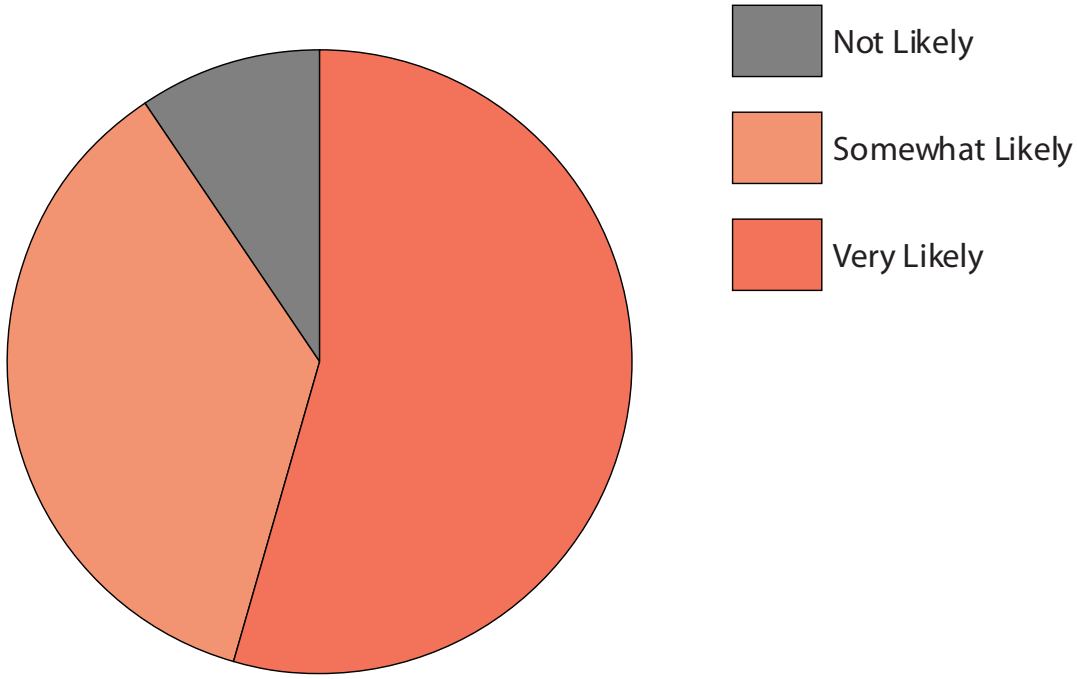
Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

Are you likely to attend an event?



Committee Response

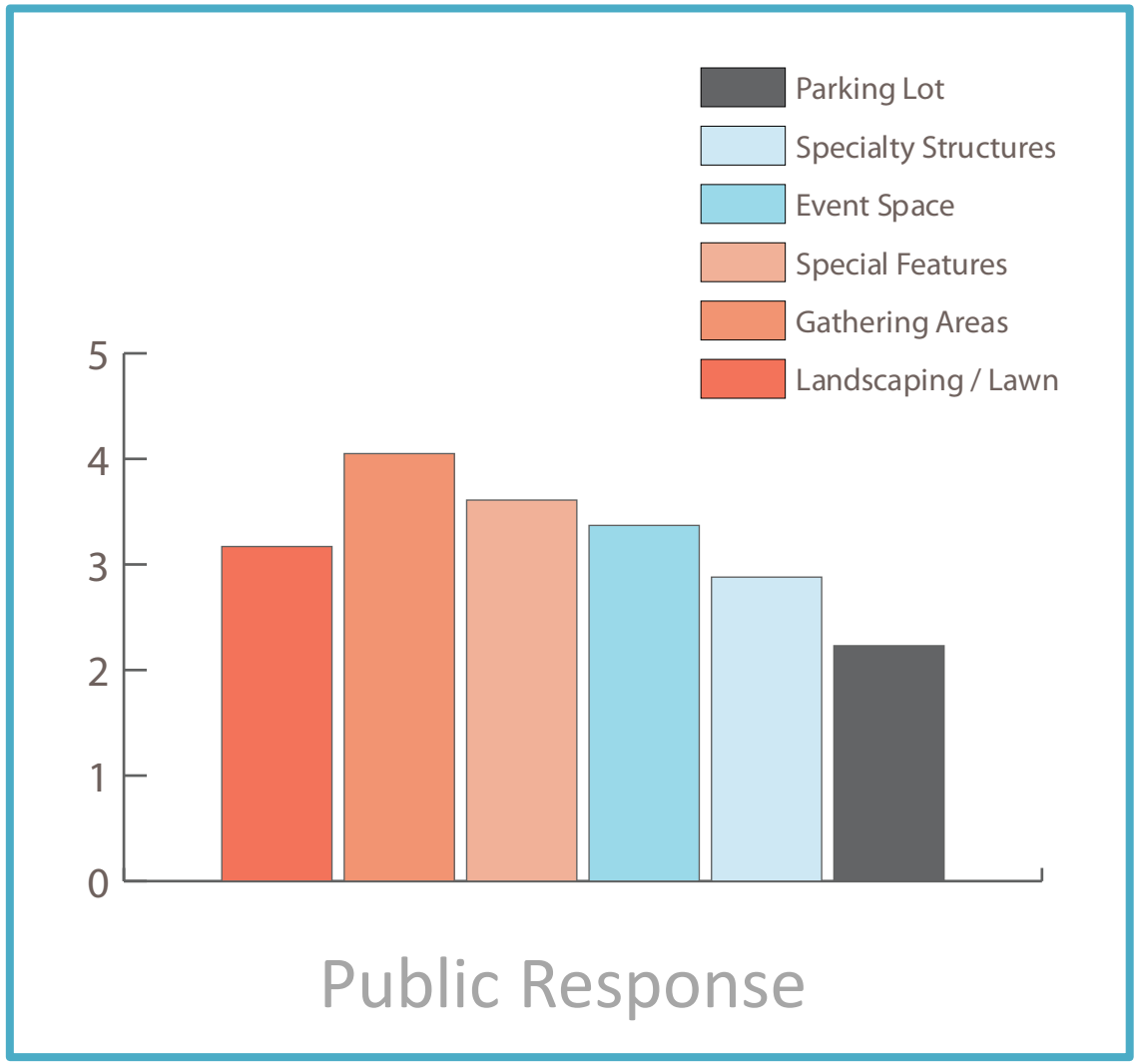


Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

Prioritization of improvements:



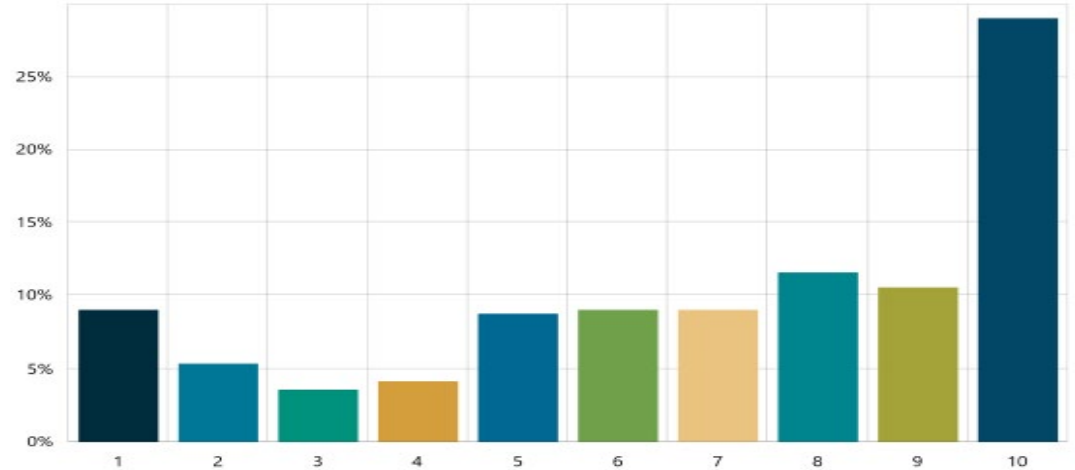


(average score pulled from a ranking scale of 1-6)

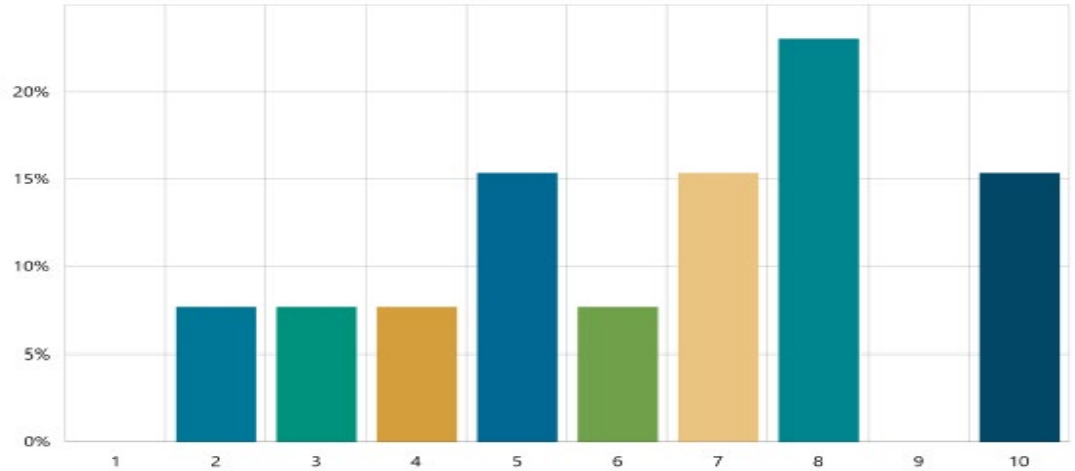
SOCIAL PINPOINT IN-PROGRESS SUMMARY

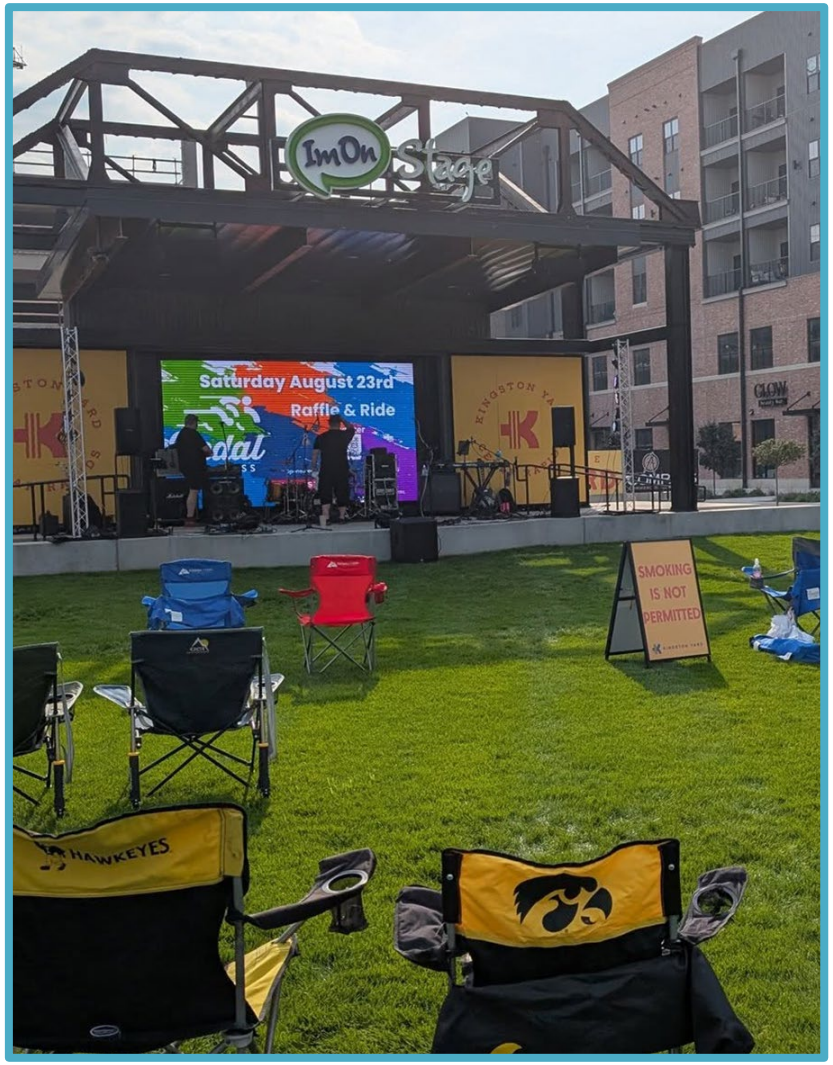
Site Programming: Small Stage / Event Space

Public



Committee

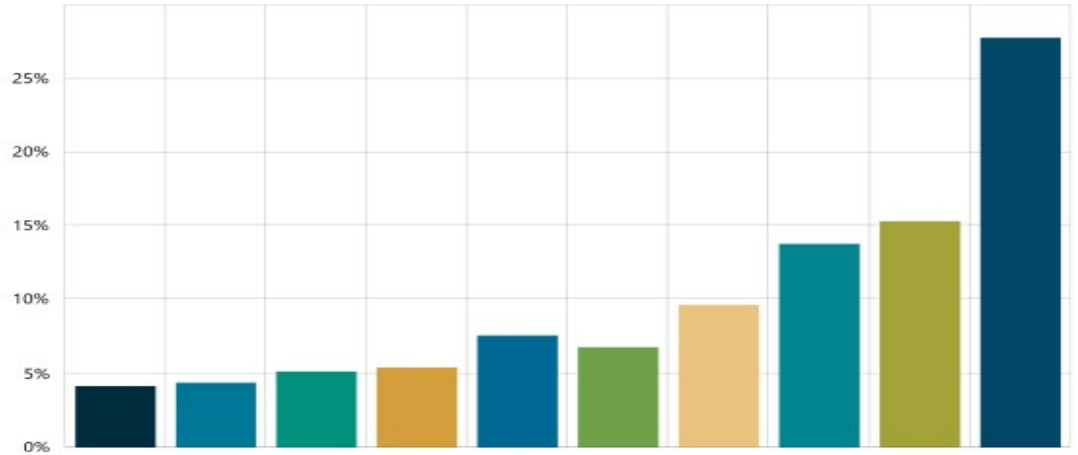




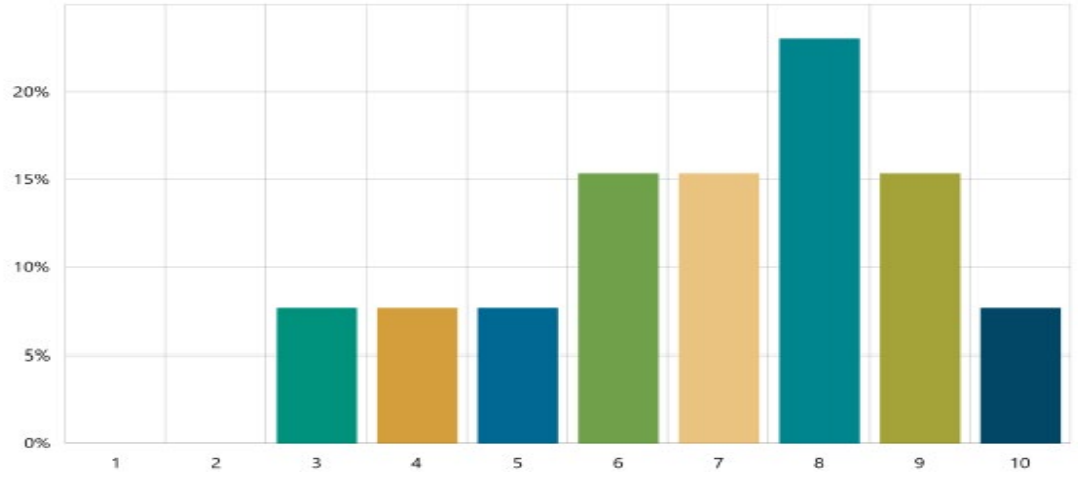
SOCIAL PINPOINT IN-PROGRESS SUMMARY

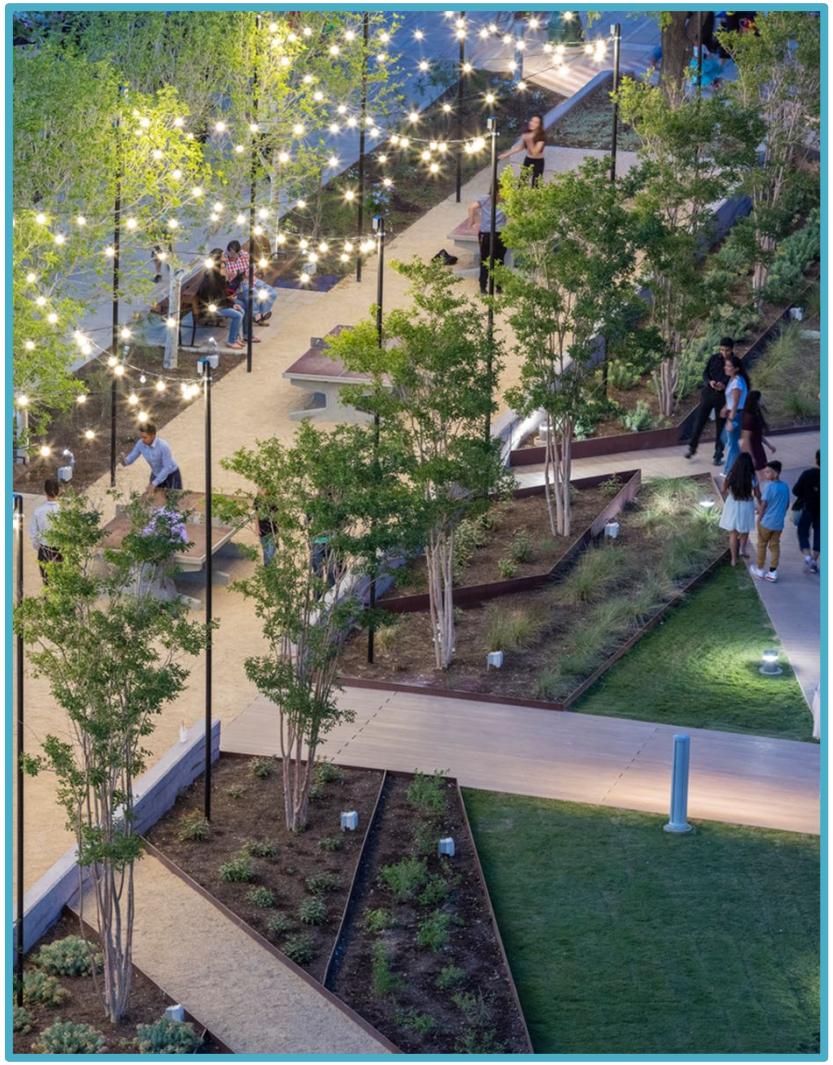
Site Programming: Plaza

Public



Committee

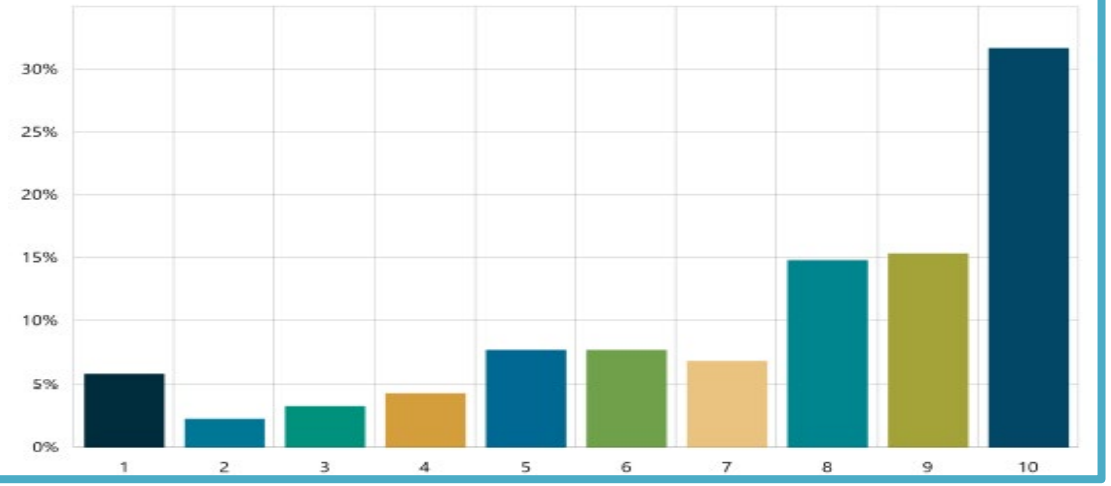




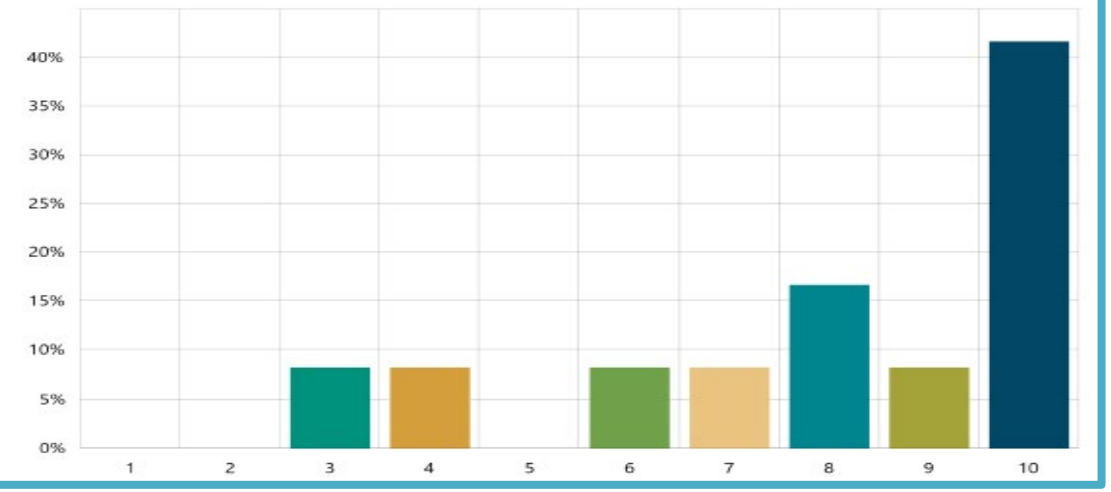
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Programming: Open Lawn 1

Public



Committee

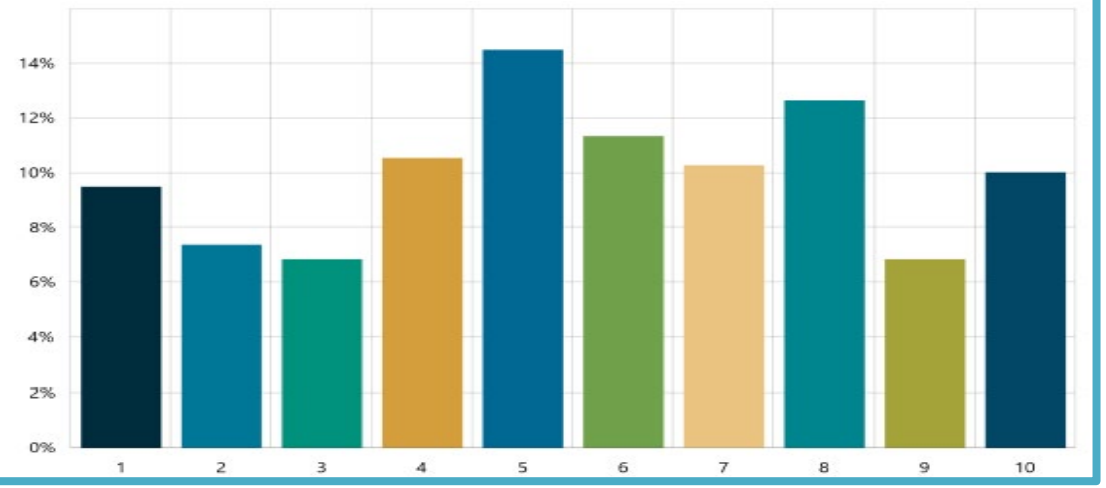




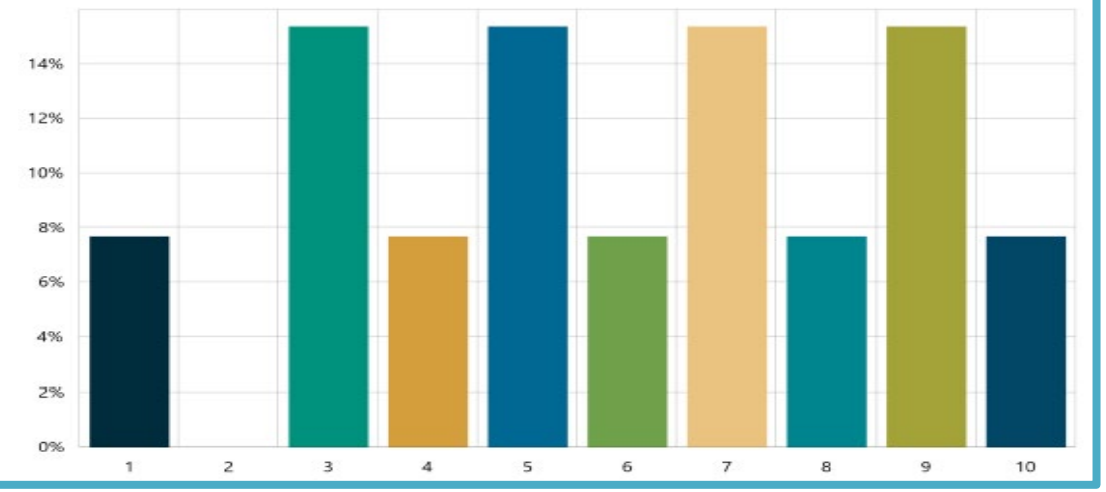
SOCIAL PINPOINT IN-PROGRESS SUMMARY

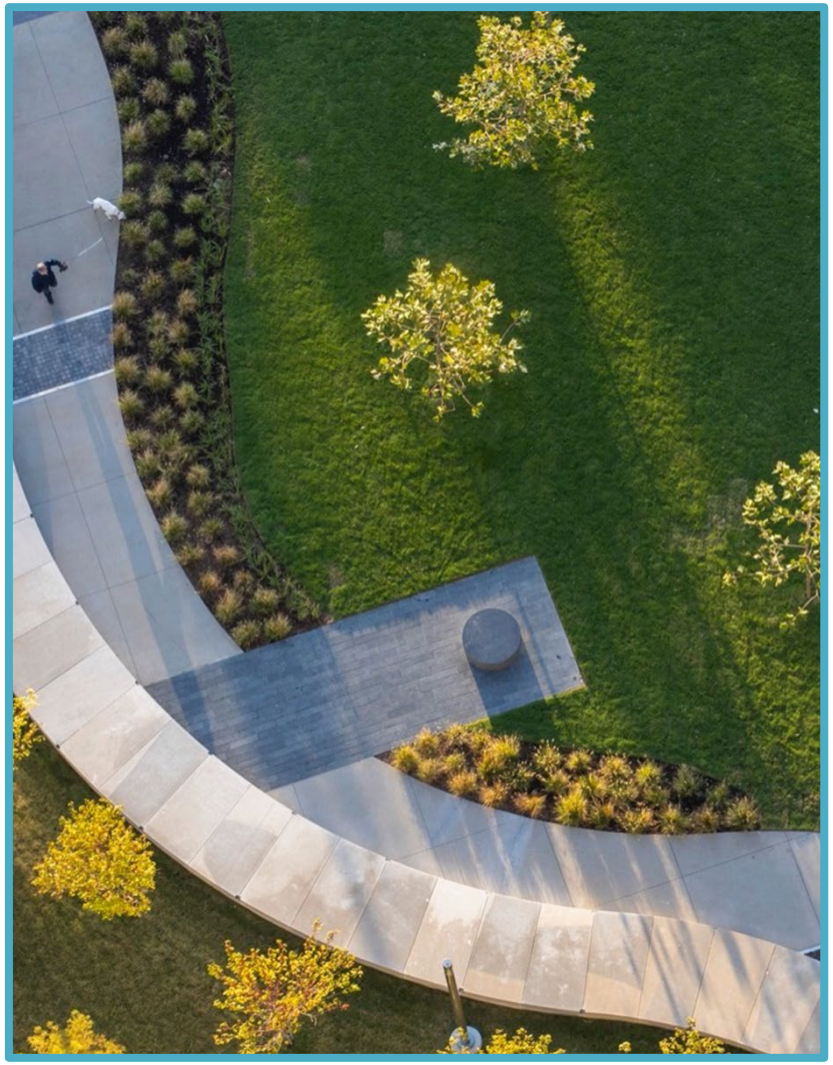
Site Programming: Open Lawn 2

Public



Committee

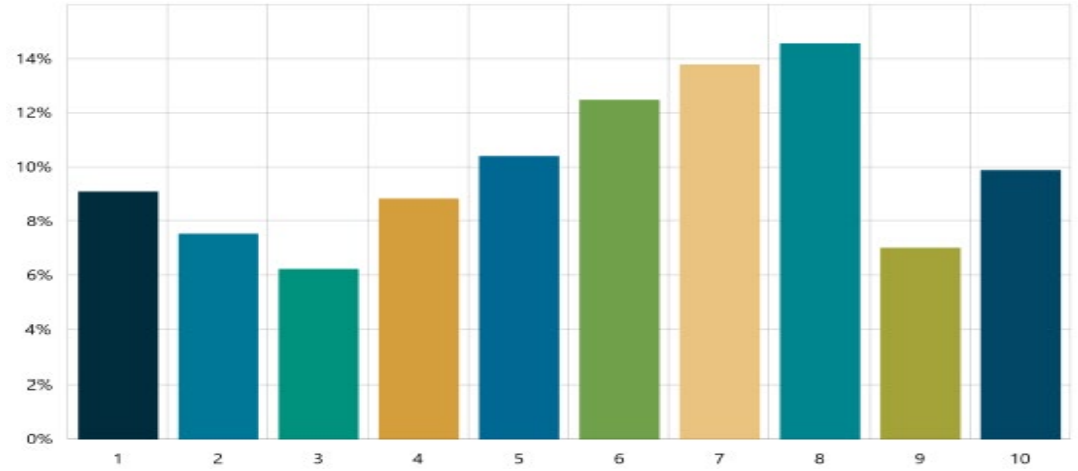




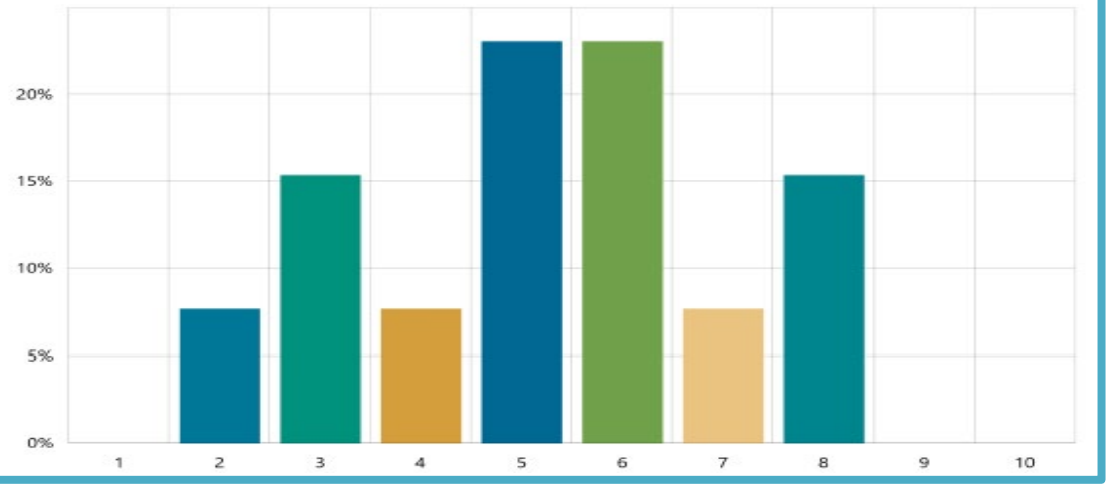
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Programming: Intimate Seating Space

Public



Committee

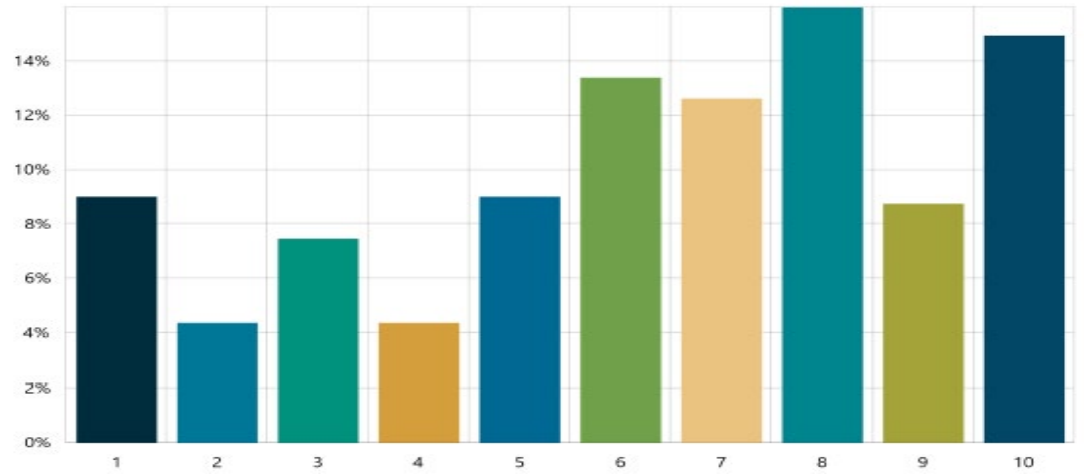




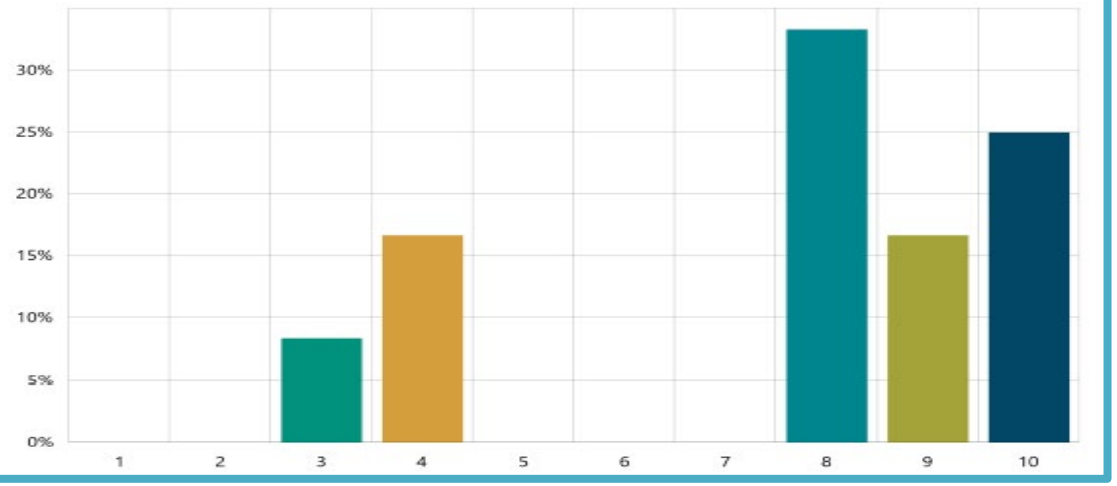
SOCIAL PINPOINT IN-PROGRESS SUMMARY

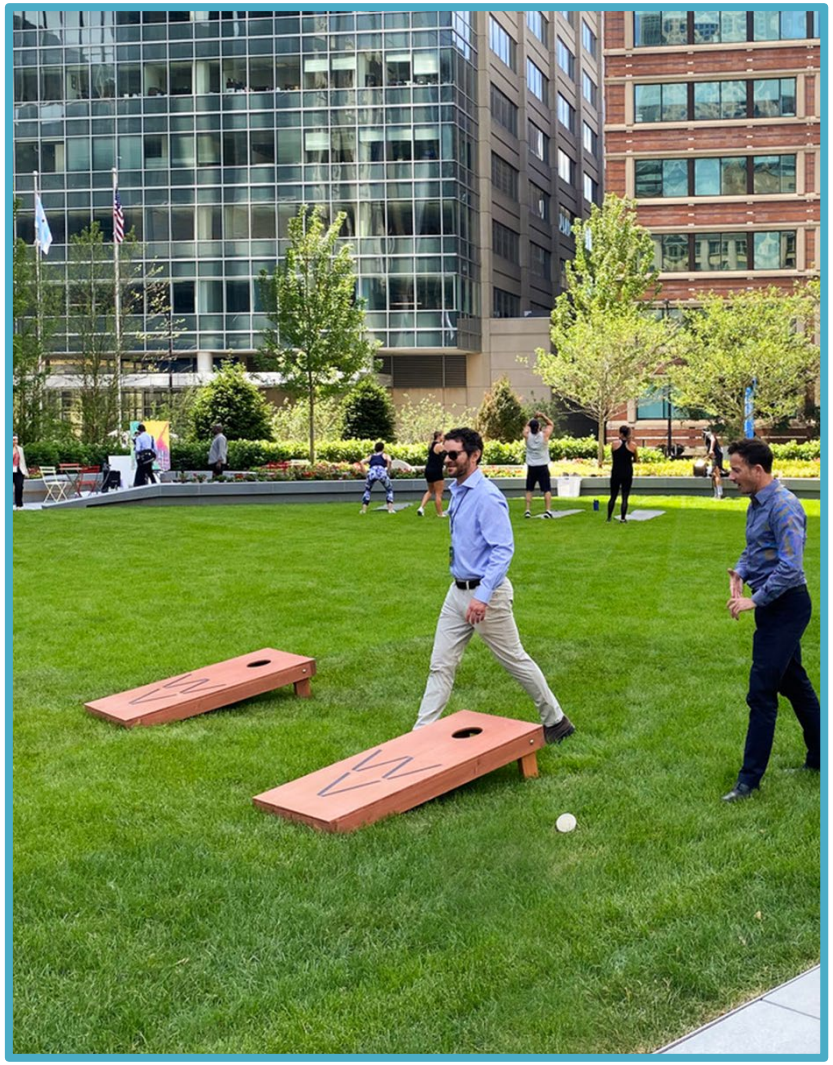
Site Programming: Open Lawn with Activities

Public



Committee



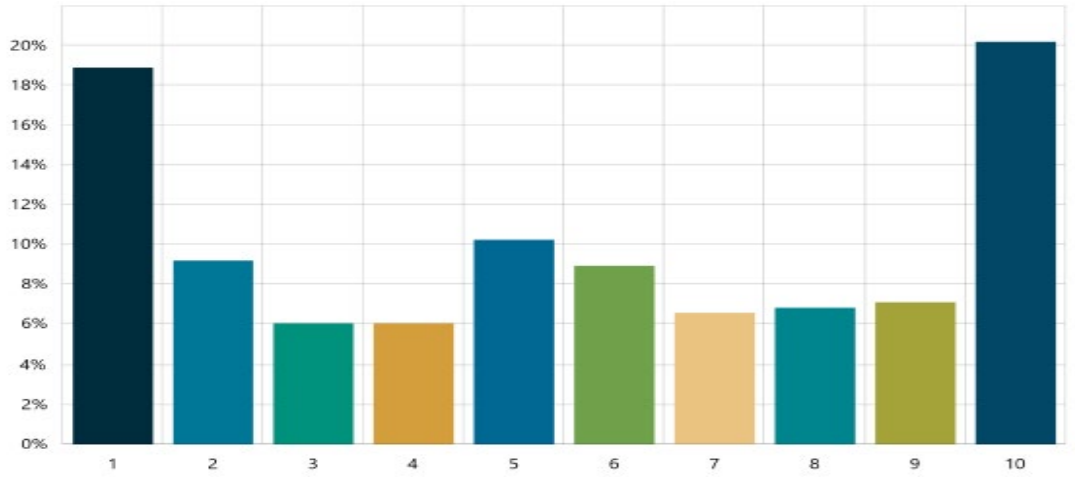


SOCIAL PINPOINT IN-PROGRESS SUMMARY

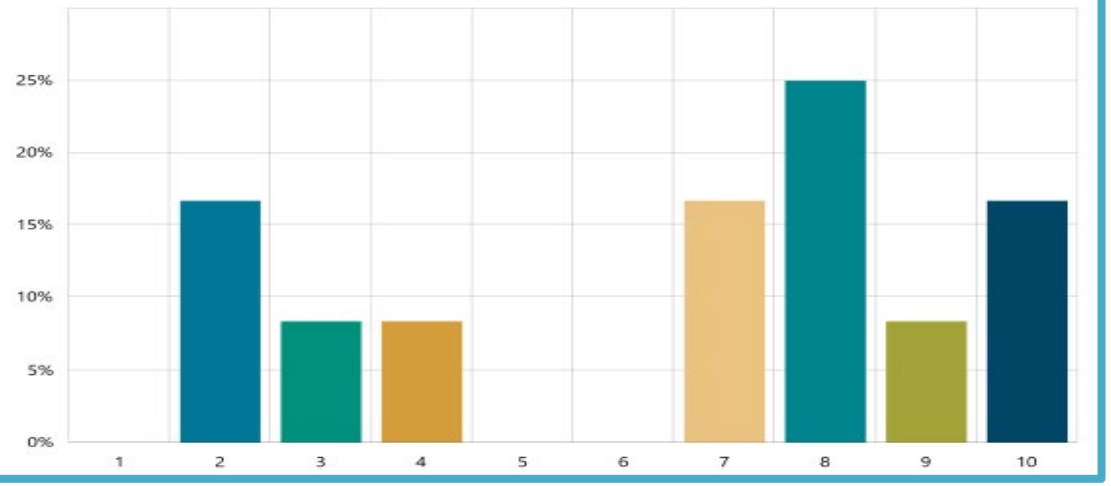
Site Programming: Dog-Friendly Park

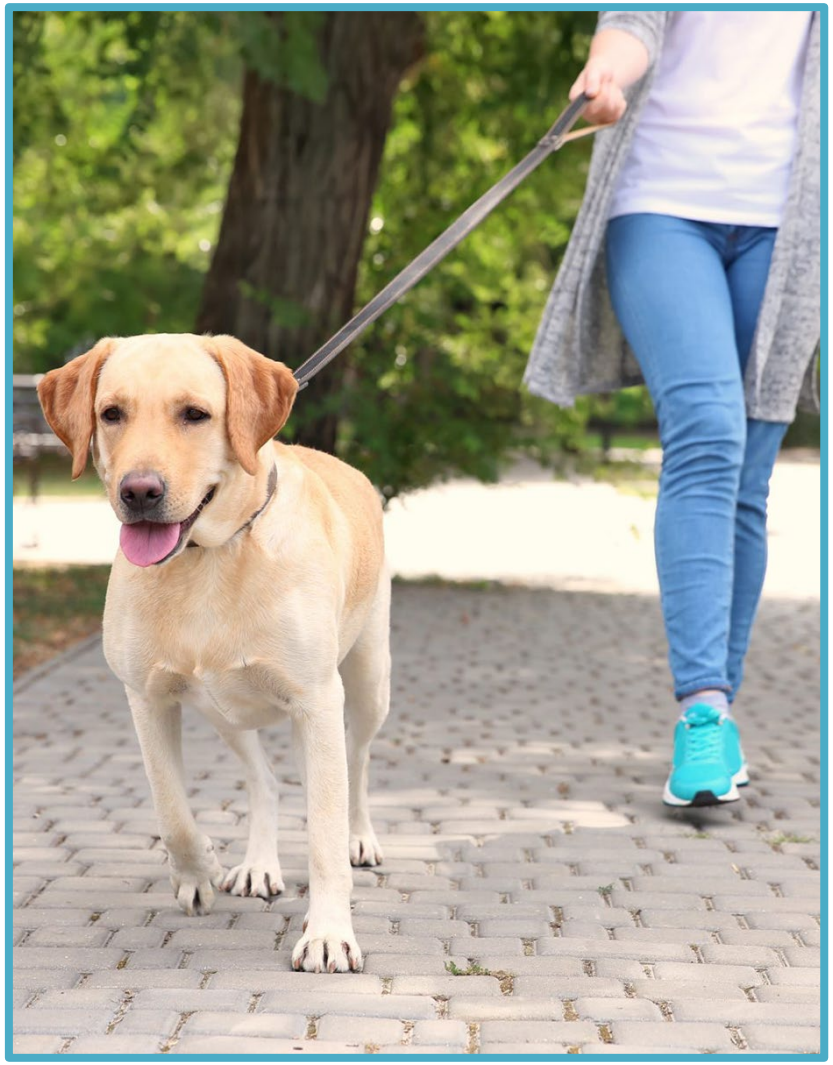
1-5 Stars:
51%
6-10 Stars:
49%

Public



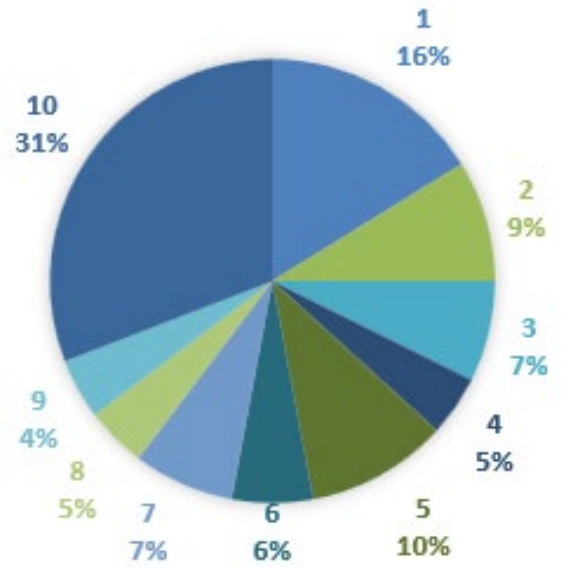
Committee



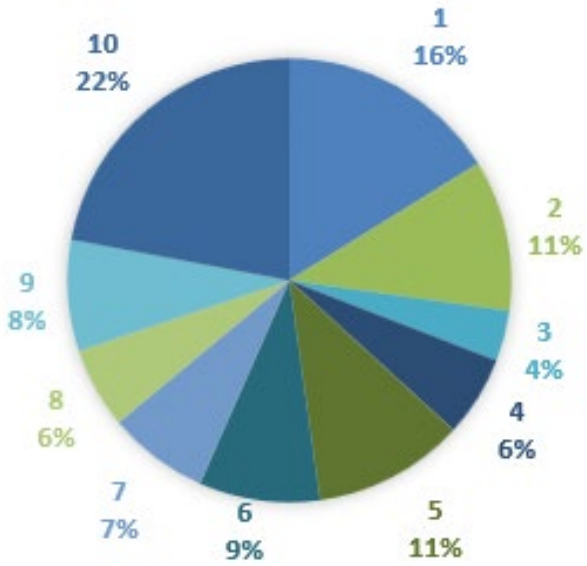


SOCIAL PINPOINT IN-PROGRESS SUMMARY

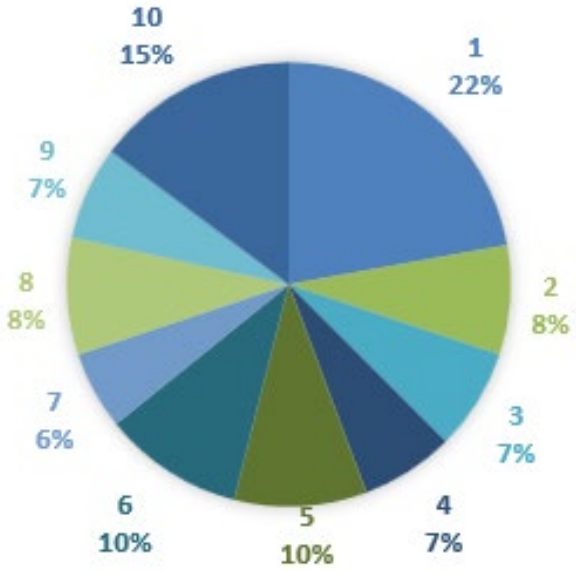
Site Programming: Dog-Friendly Park (Location-Based Preference)



WITHIN 5 BLOCKS:



WITHIN 2 MILES:

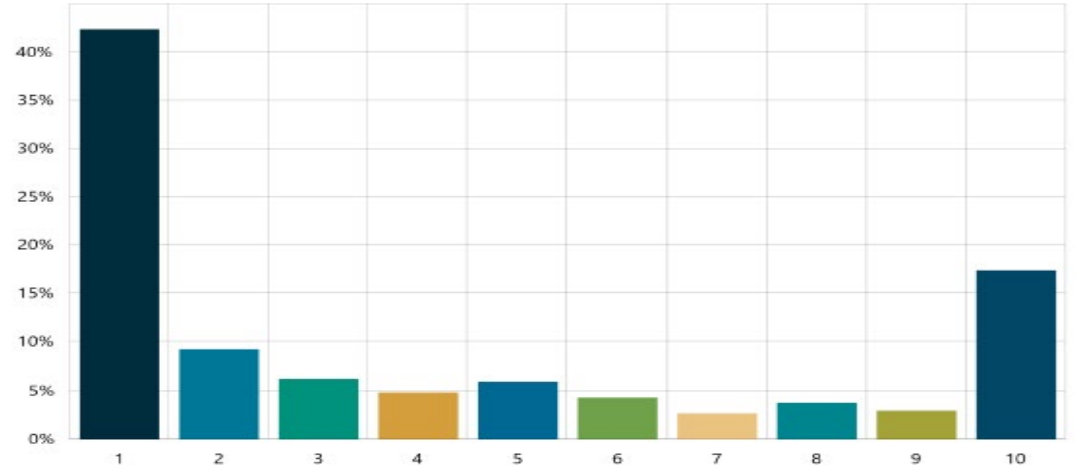


GREATER THAN 2 MILES:

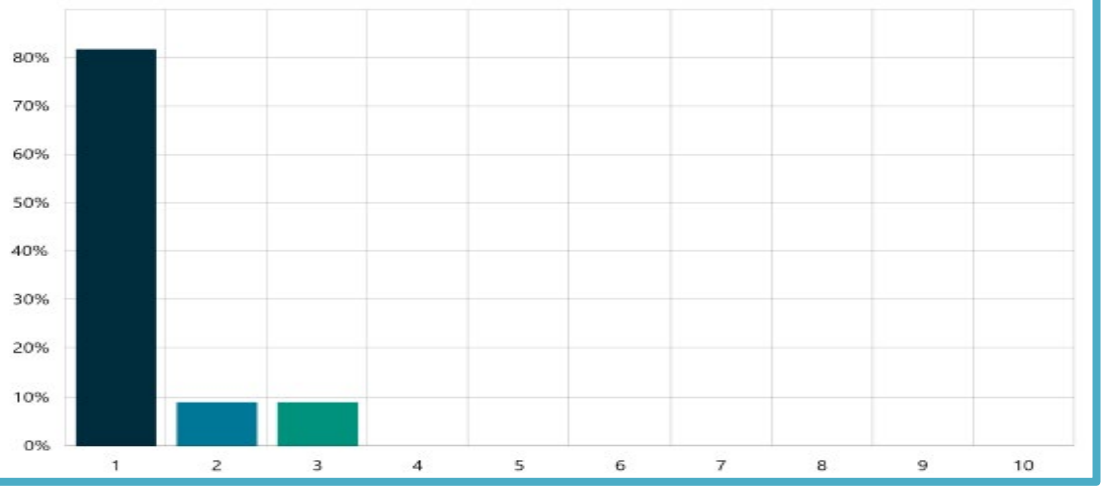
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Programming: Parking Lot

Public



Committee

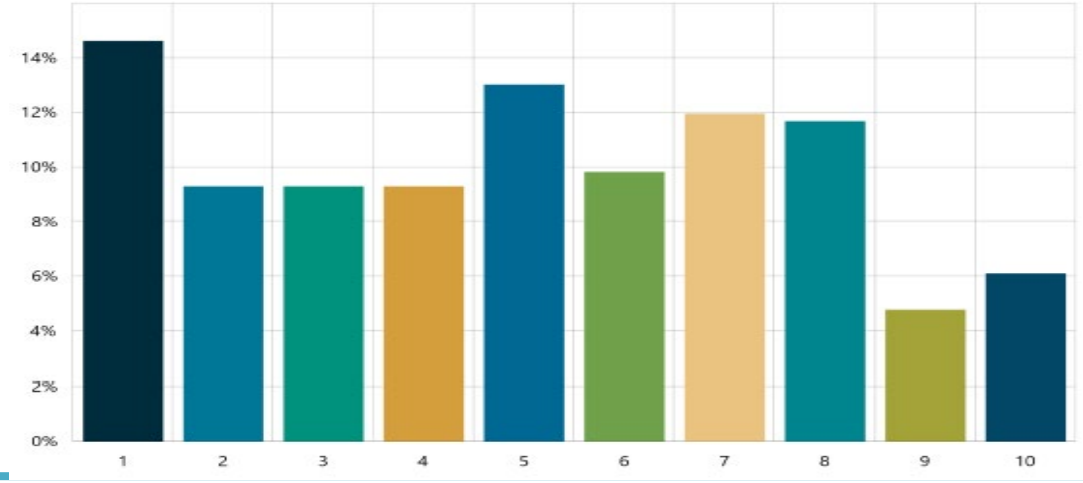




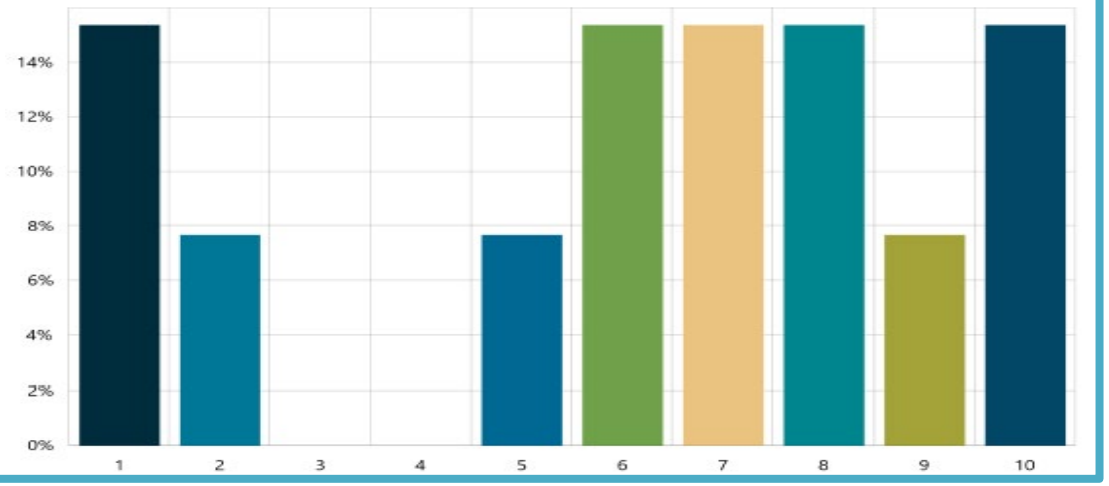
SOCIAL PINPOINT IN-PROGRESS SUMMARY

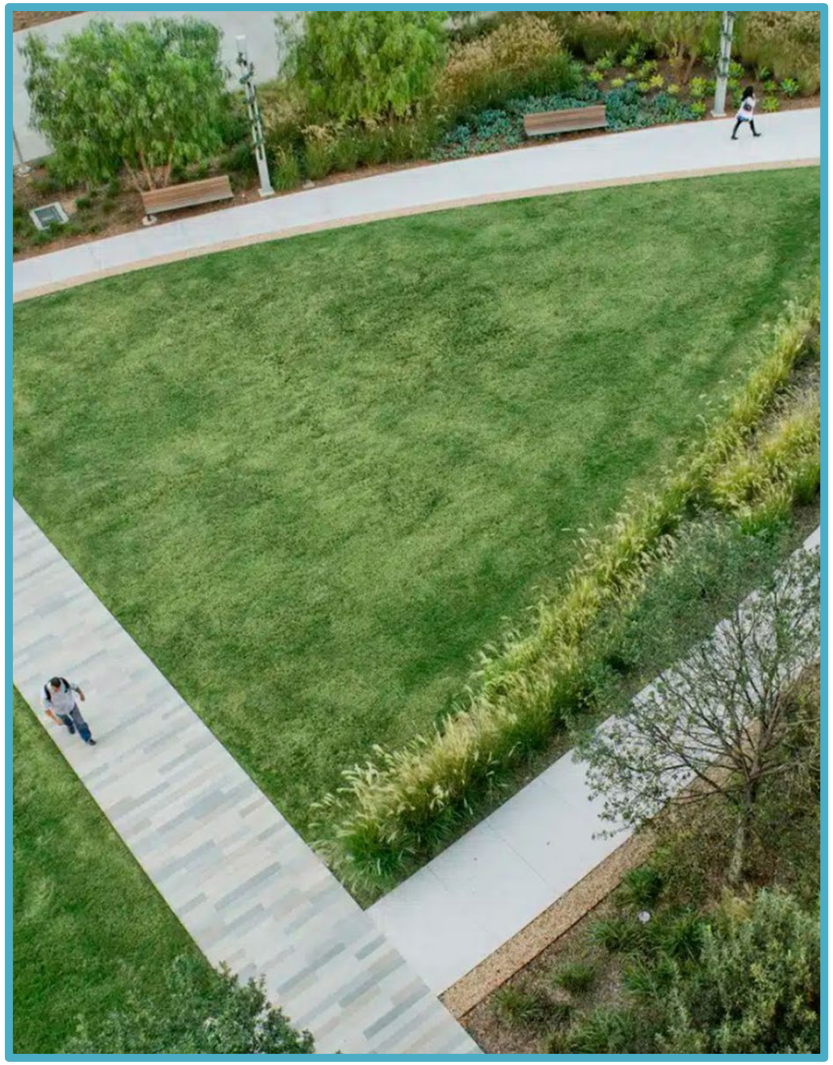
Landscaping: Landscaping 1

Public



Committee

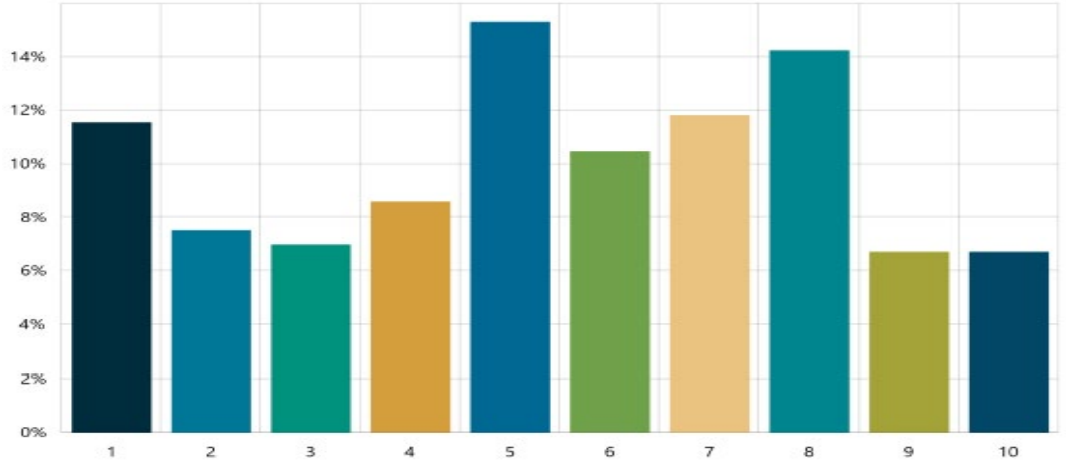




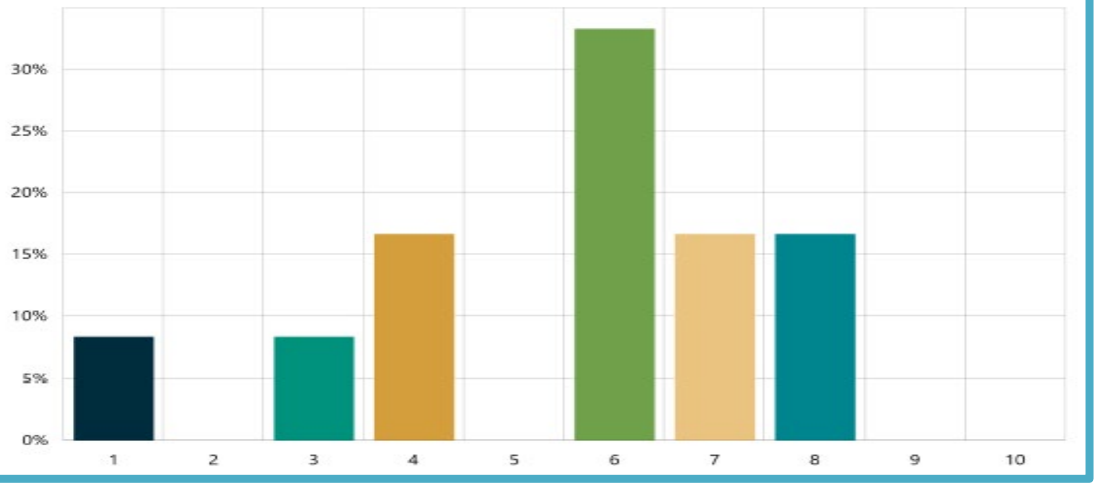
SOCIAL PINPOINT IN-PROGRESS SUMMARY

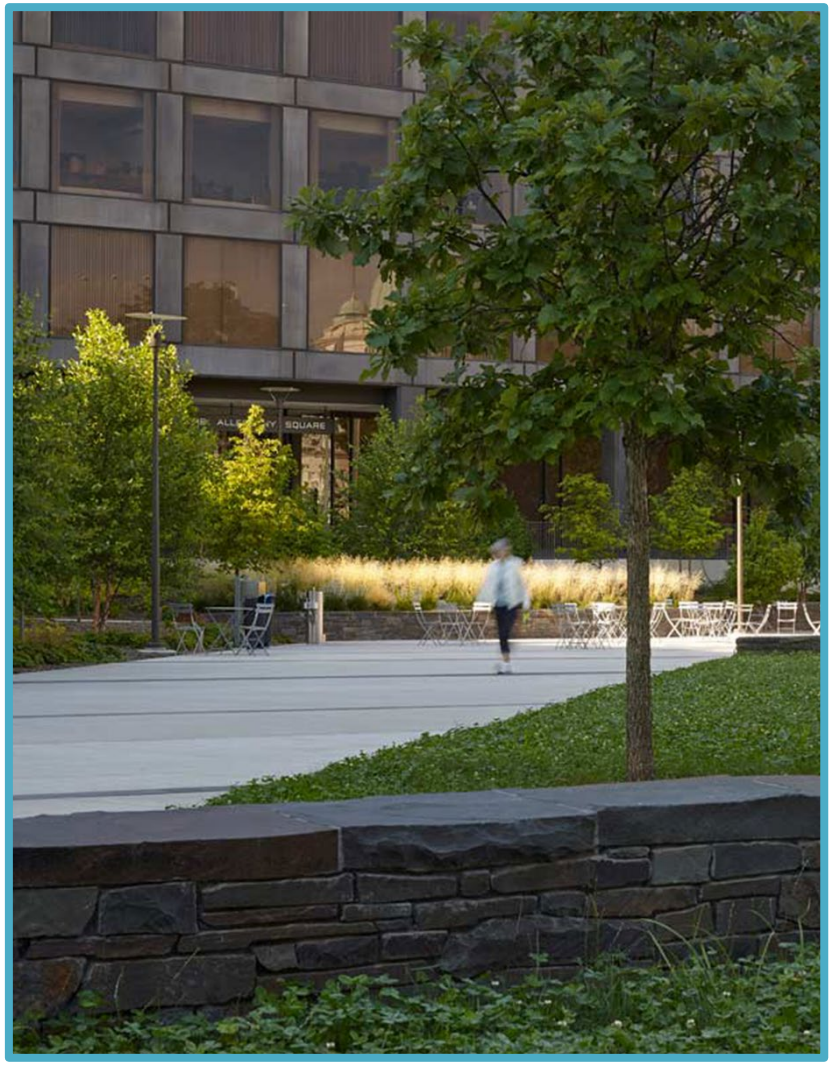
Landscaping: Landscaping 2

Public



Committee

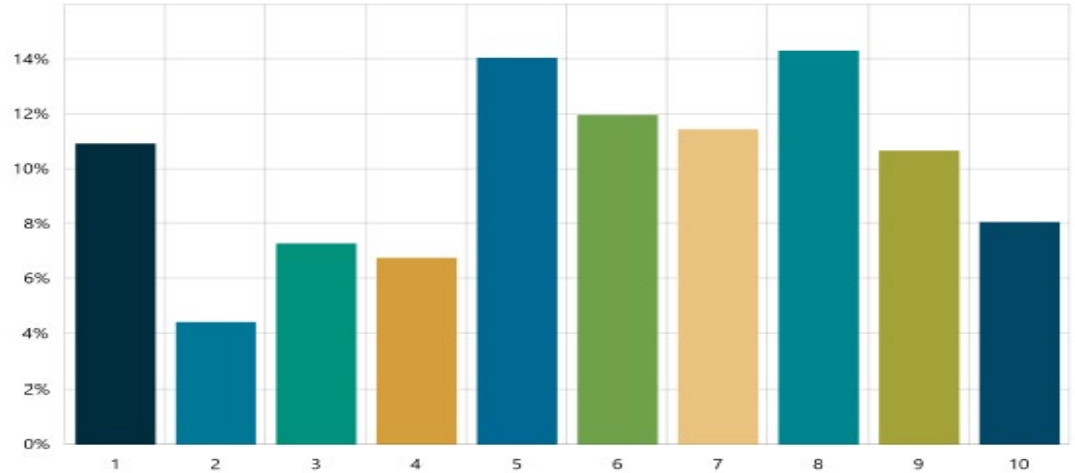




SOCIAL PINPOINT IN-PROGRESS SUMMARY

Landscaping: Landscaping 3

Public



Committee

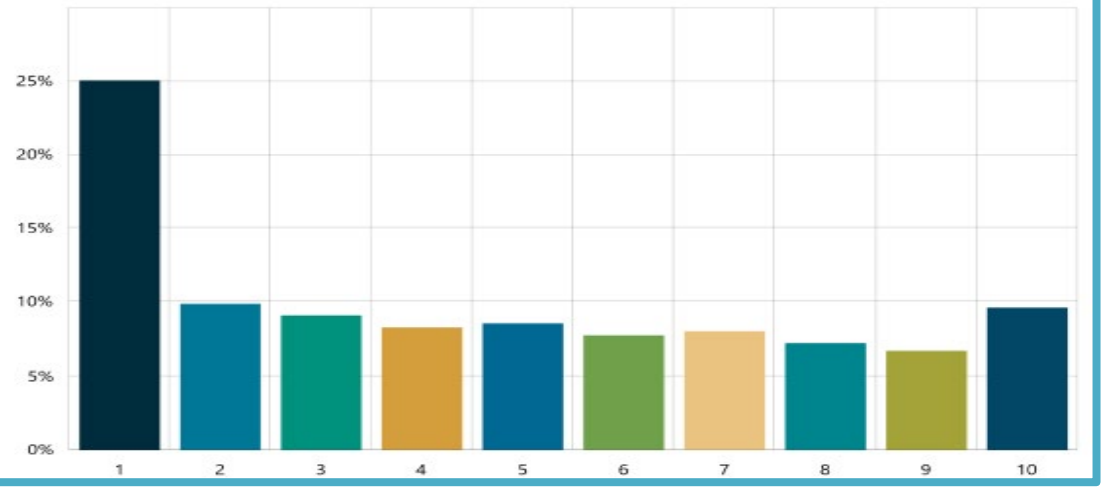
(image voting data not applicable)



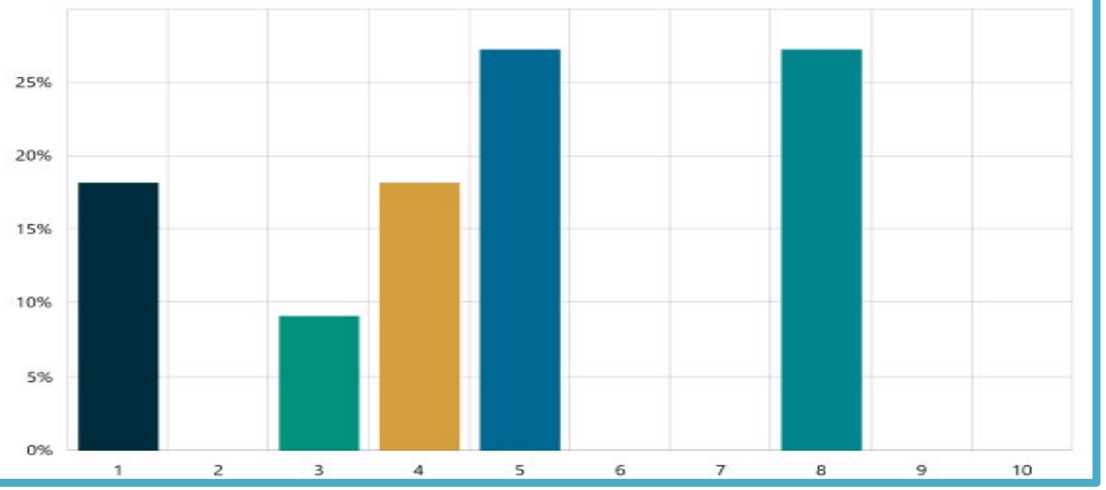
SOCIAL PINPOINT IN-PROGRESS SUMMARY

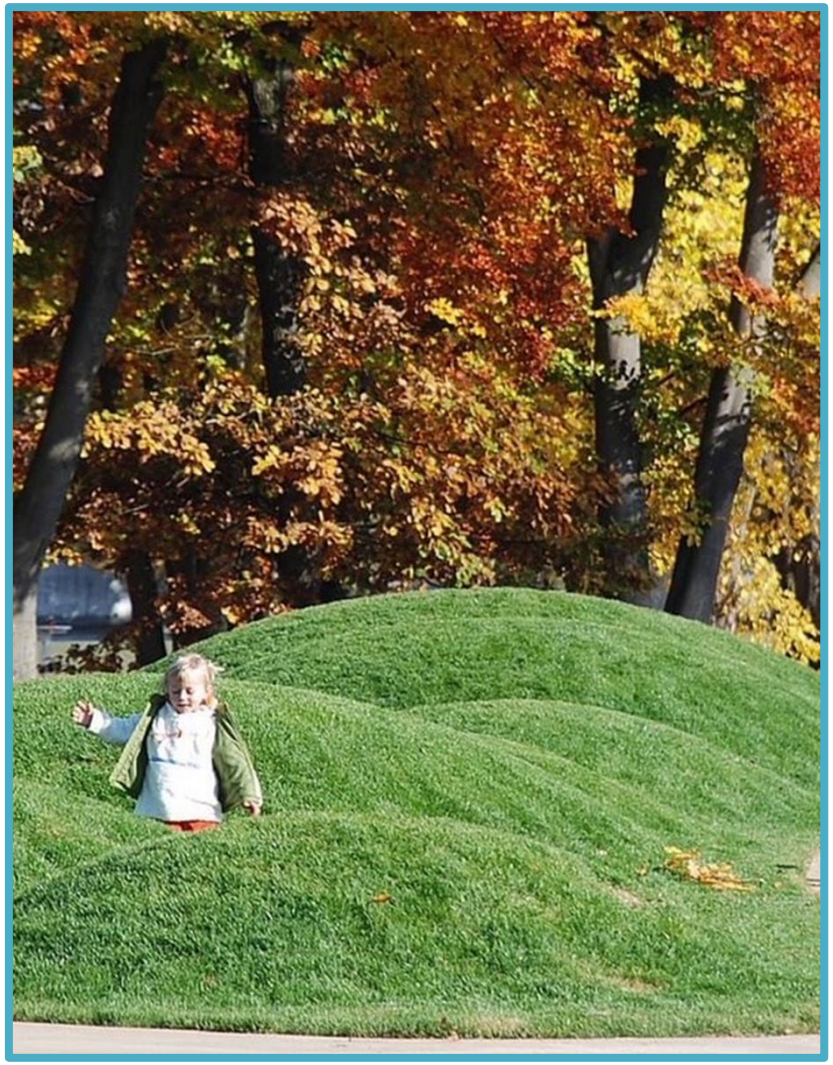
Landscaping: Mounded Feature 1

Public



Committee

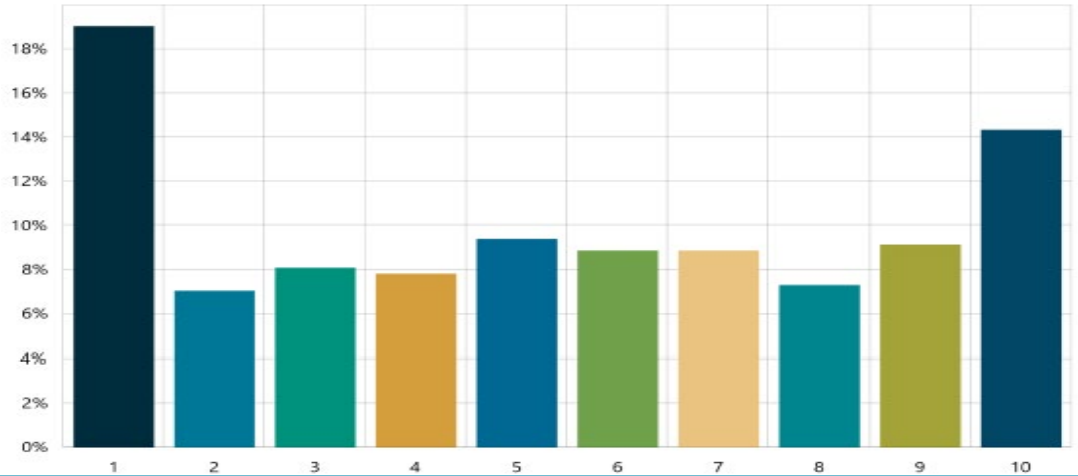




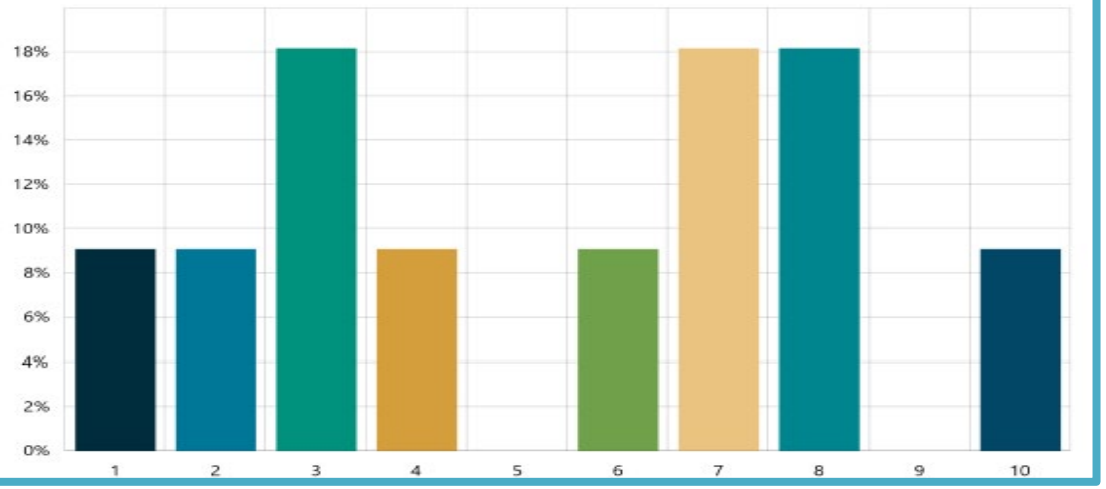
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Landscaping: Mounded Feature 2

Public



Committee

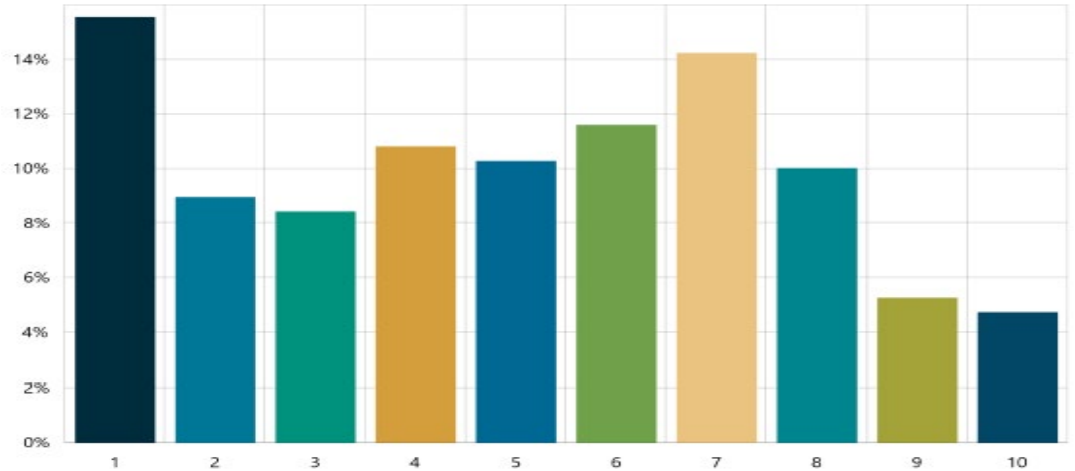




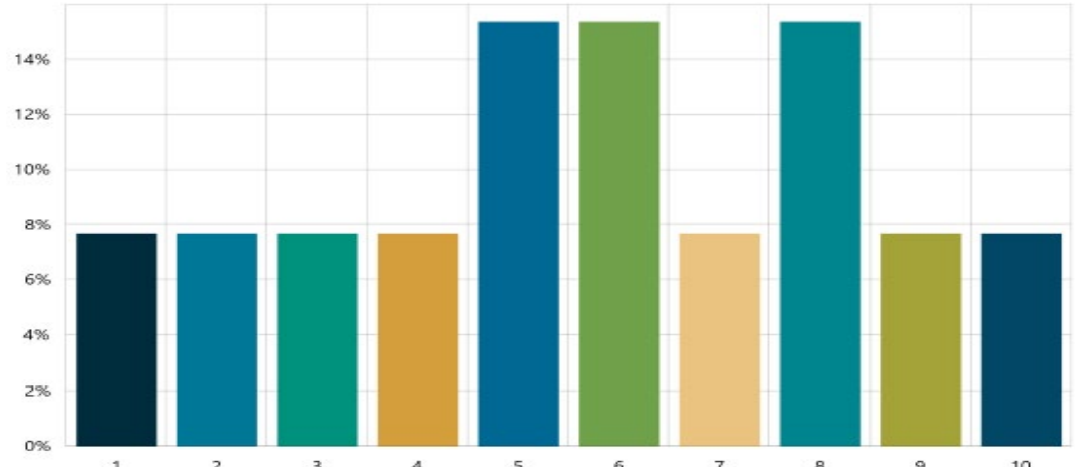
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Landscaping: Standard Benches

Public



Committee

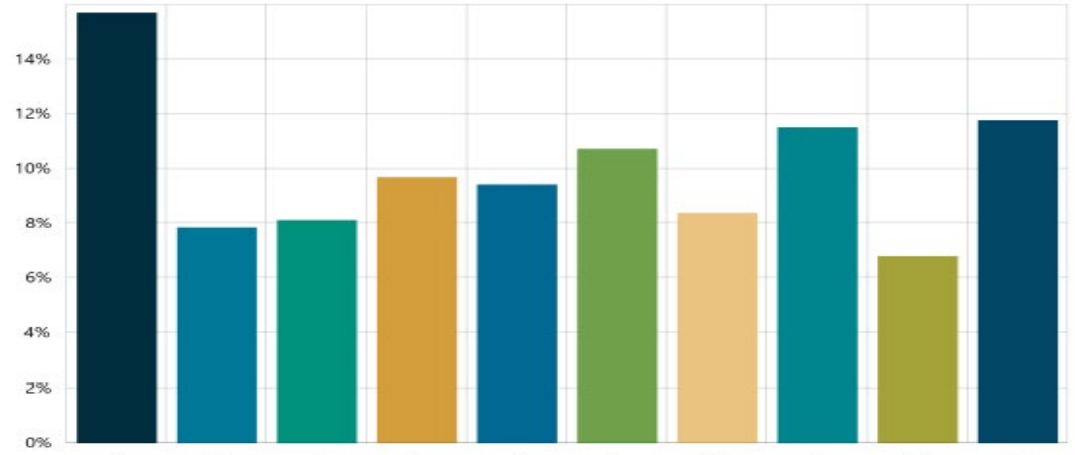




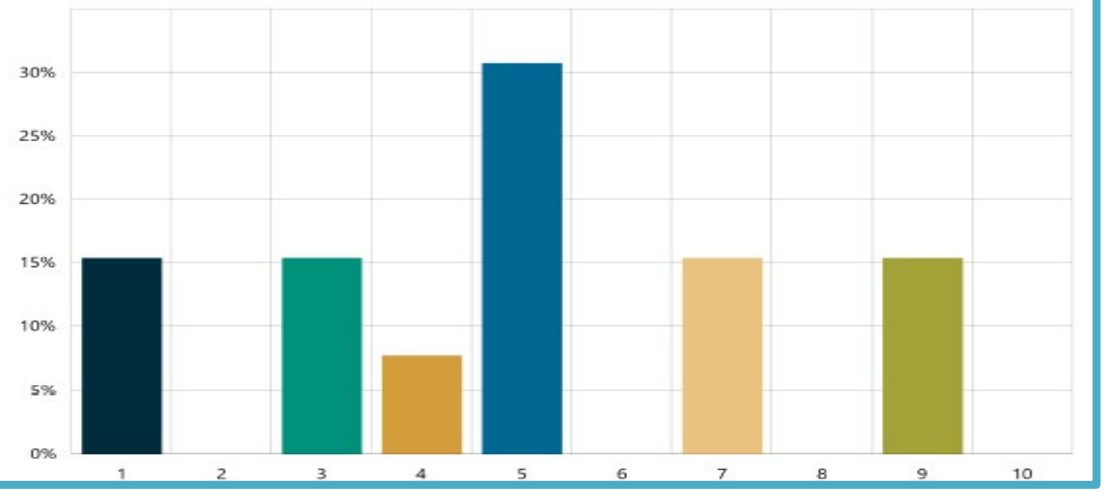
SOCIAL PINPOINT IN-PROGRESS SUMMARY

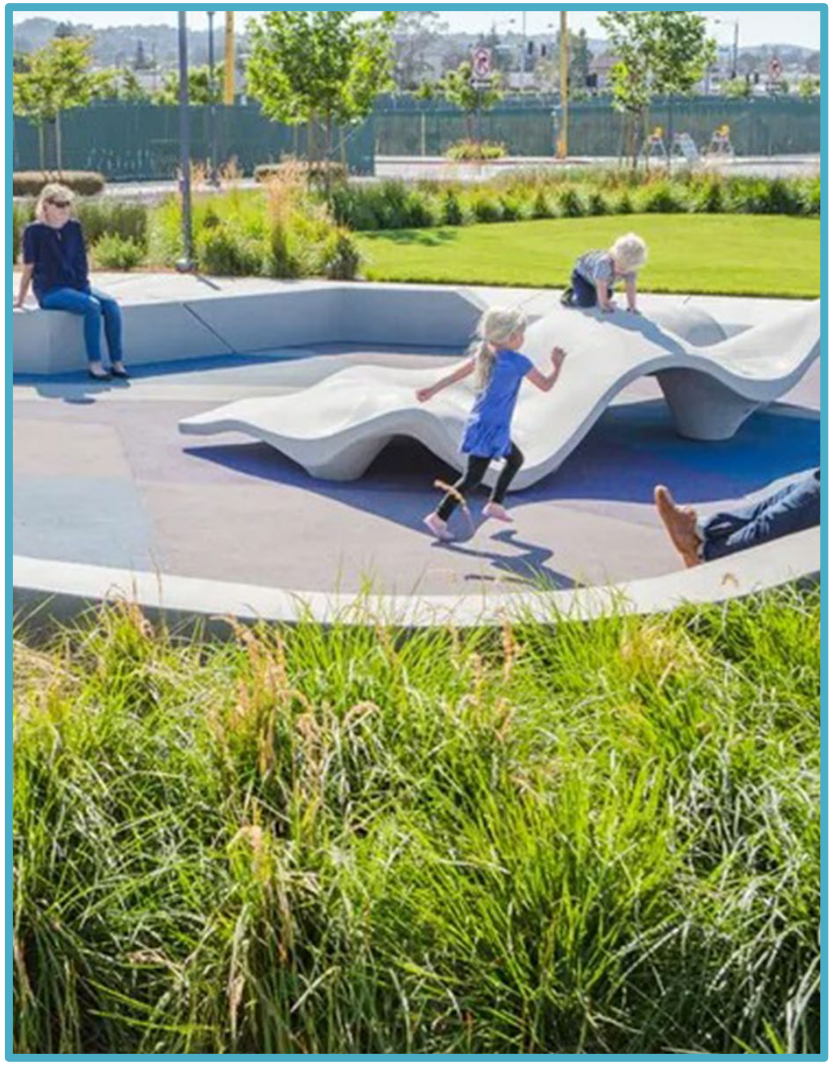
Landscaping: Unique Benches

Public



Committee

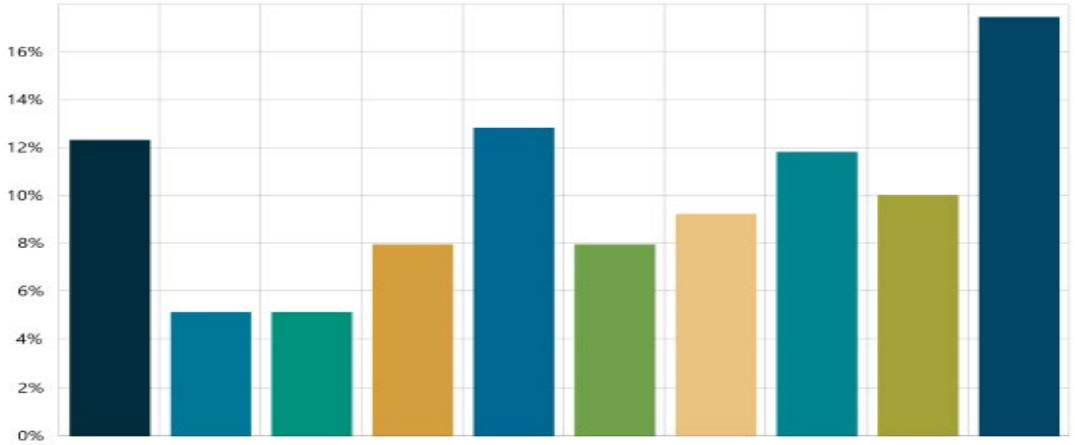




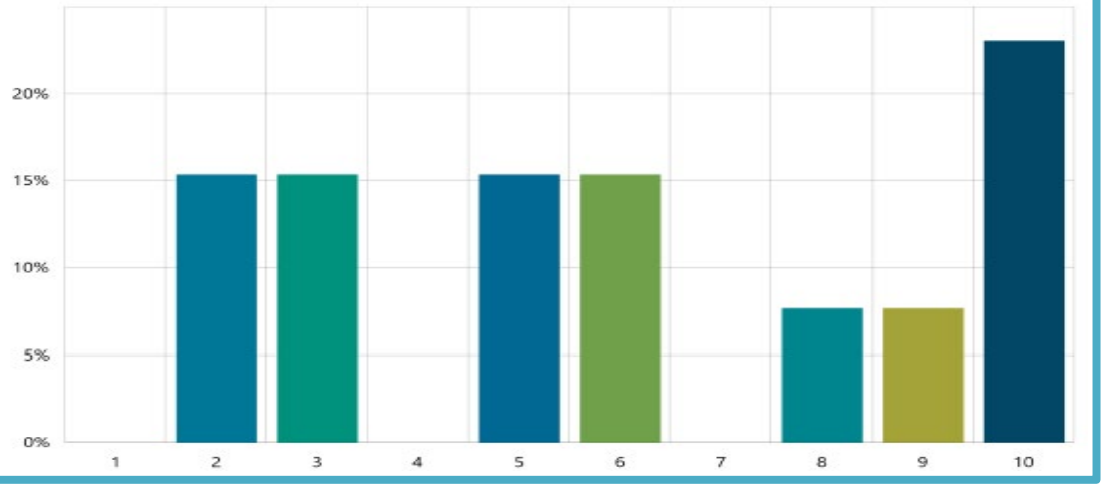
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Landscaping: Bench Swings

Public



Committee

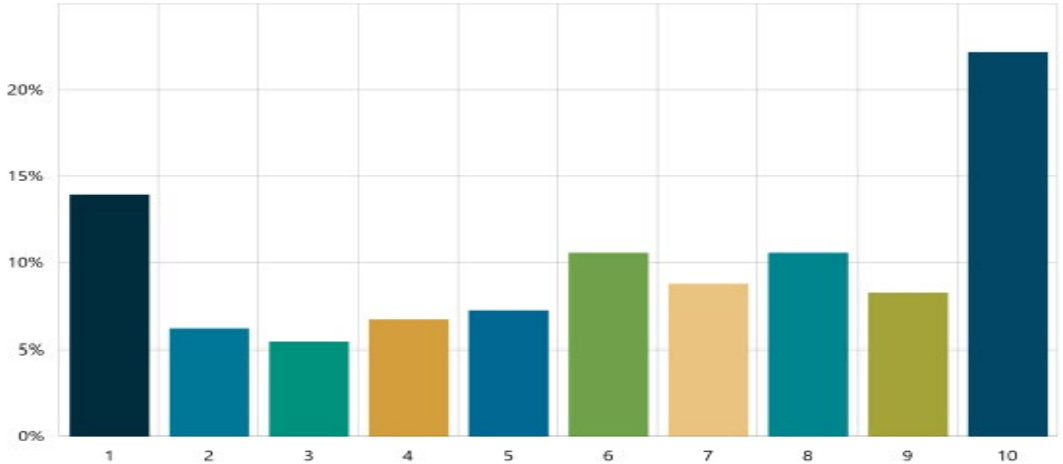




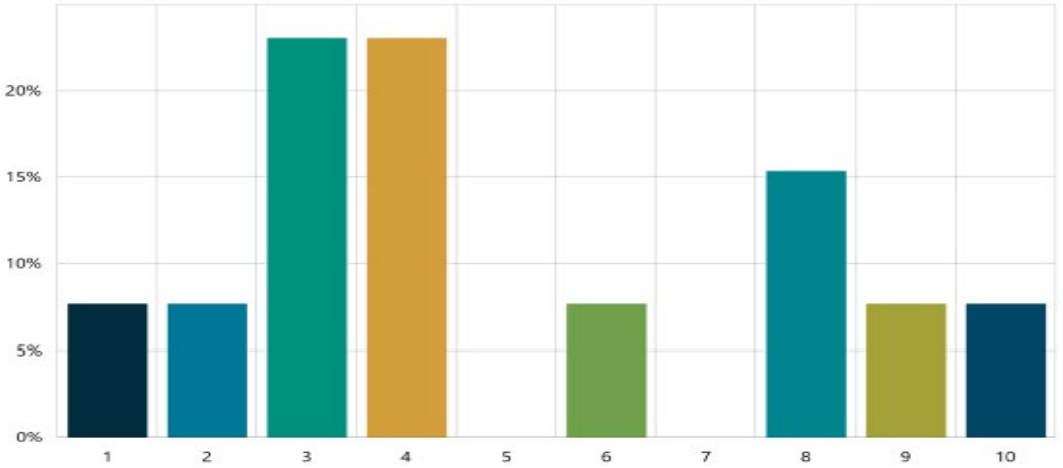
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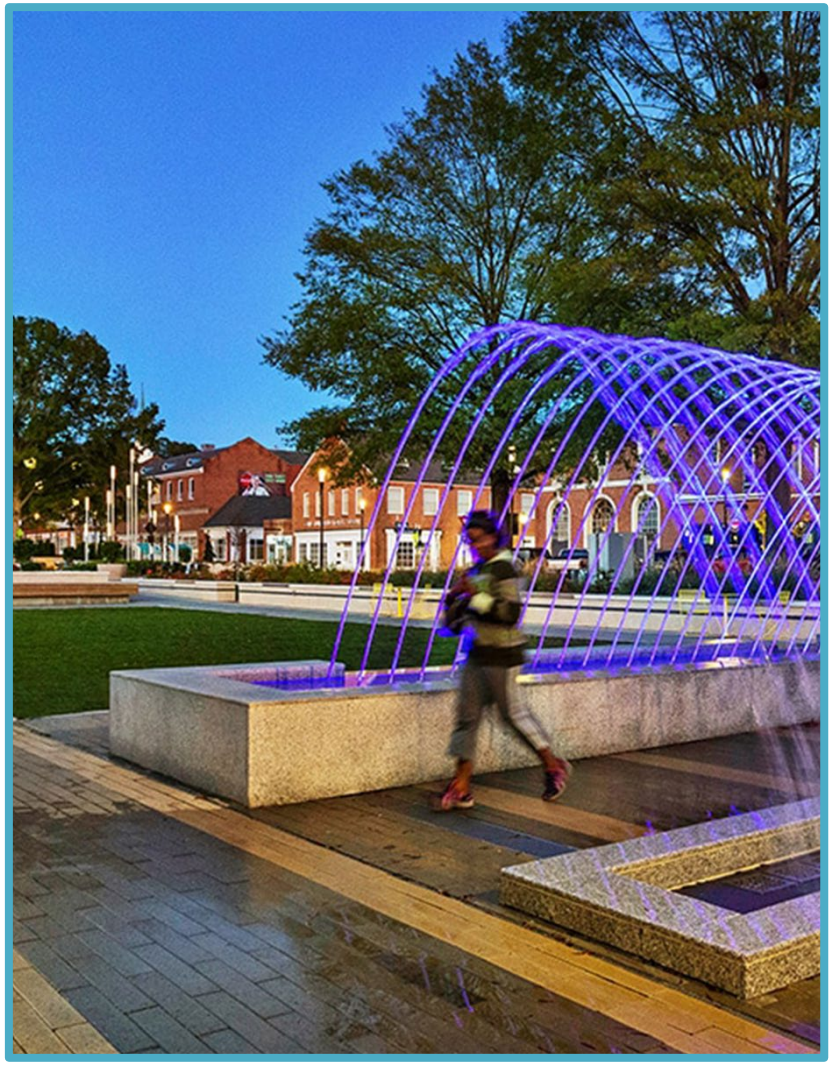
Site Elements: Interactive Water Feature

Public



Committee

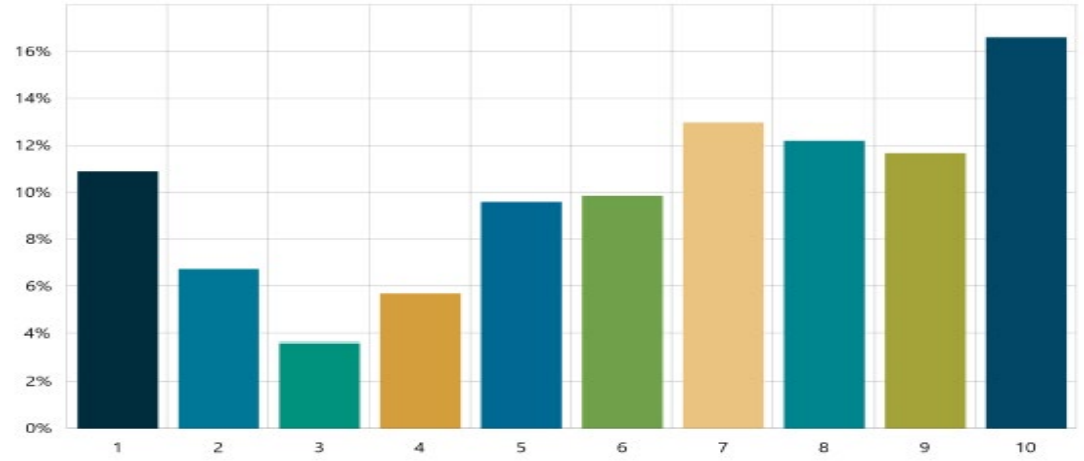




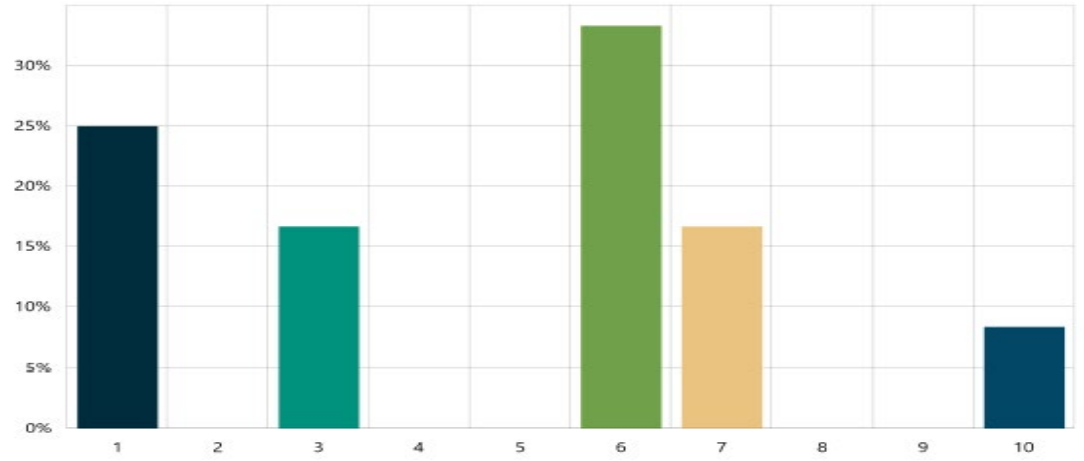
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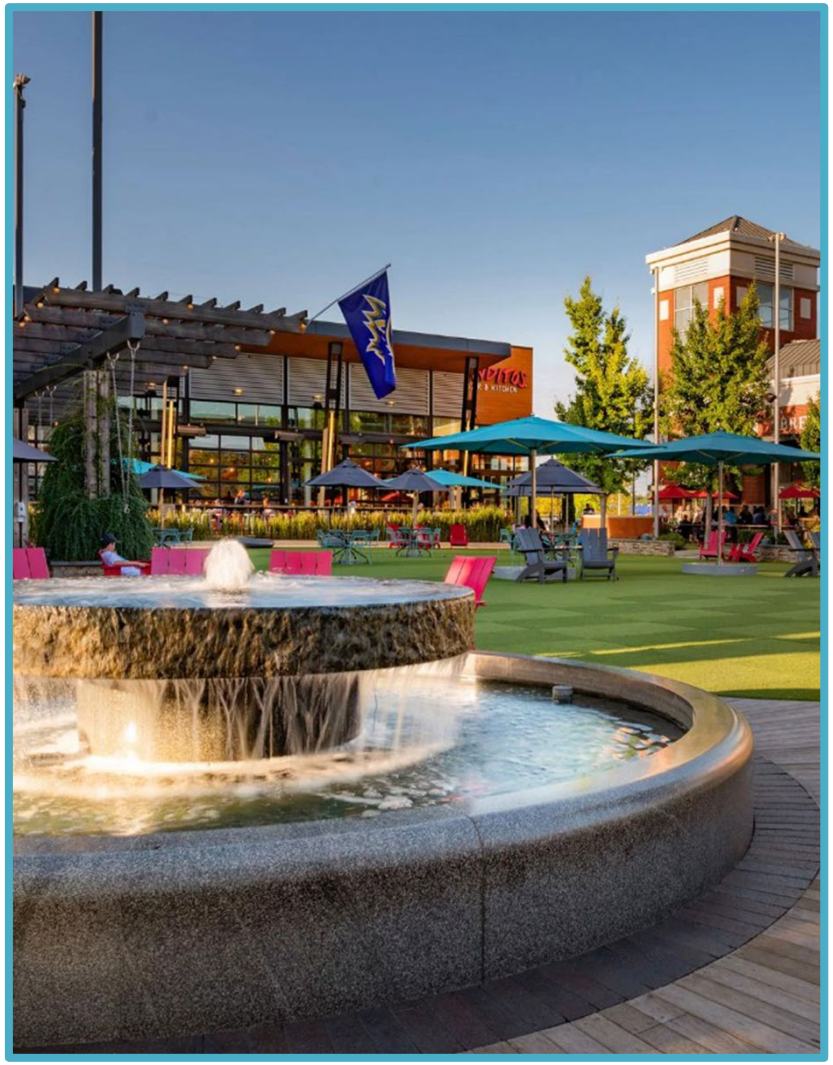
Site Elements: Non-Interactive Water Feature

Public



Committee

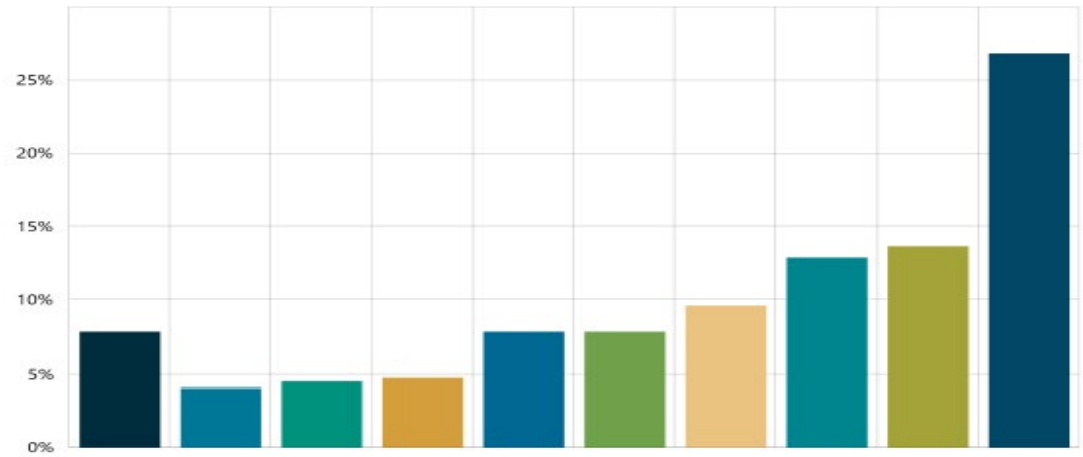




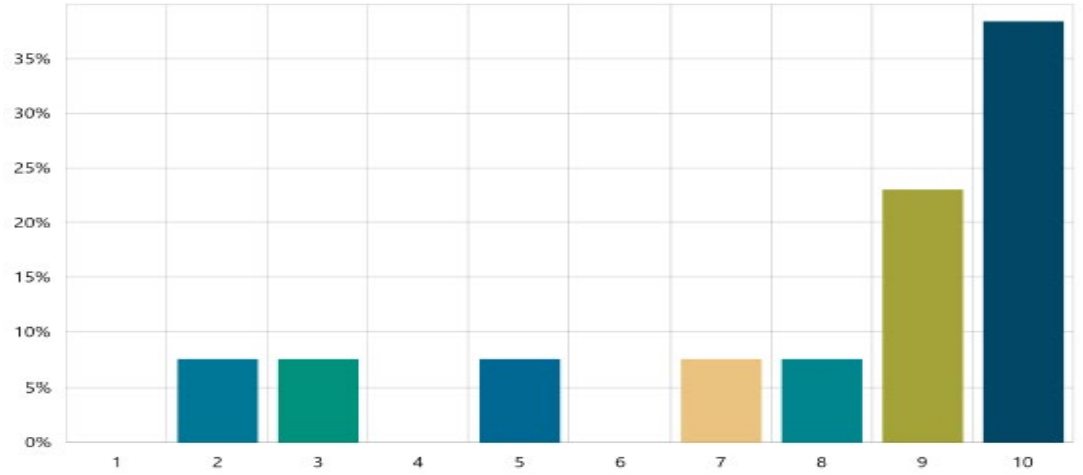
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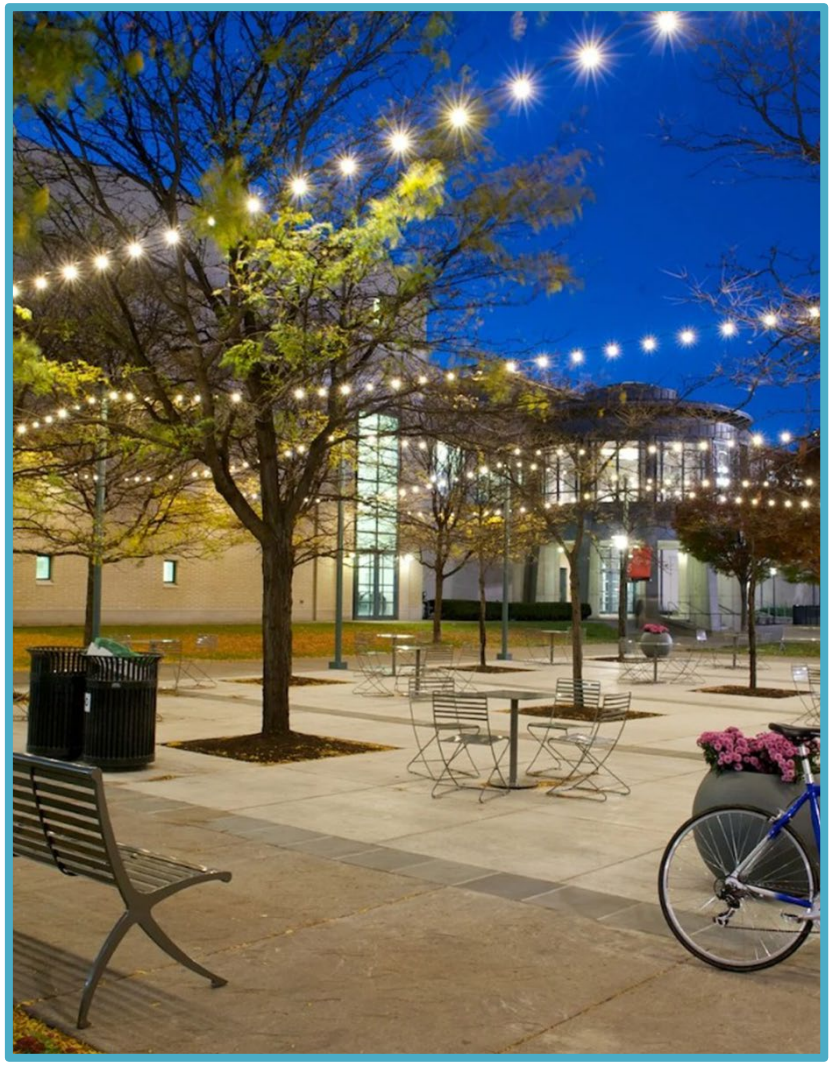
Site Elements: Catenary Lighting

Public



Committee

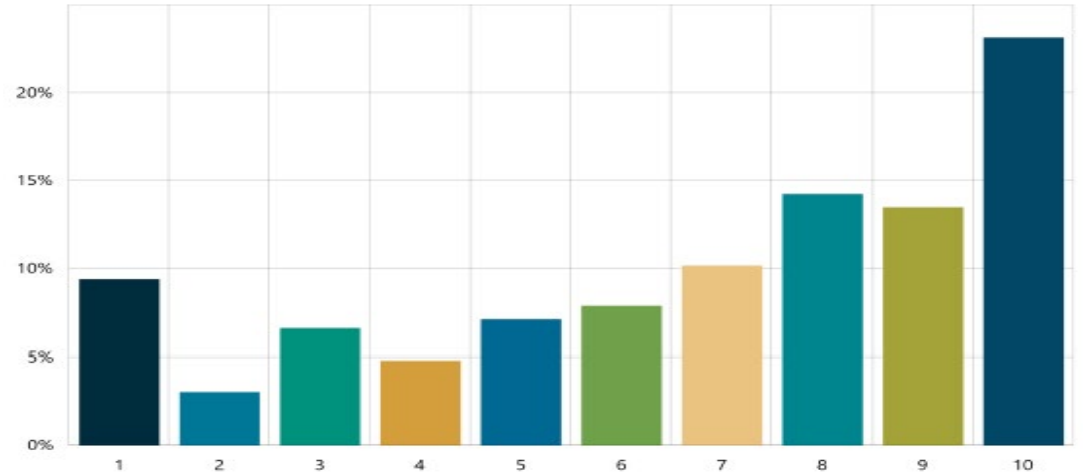




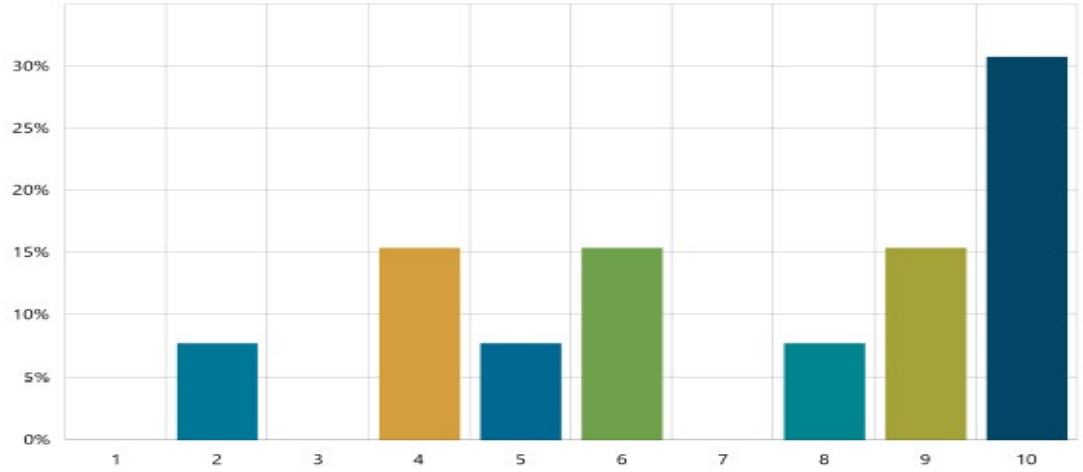
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Specialty Lighting

Public



Committee

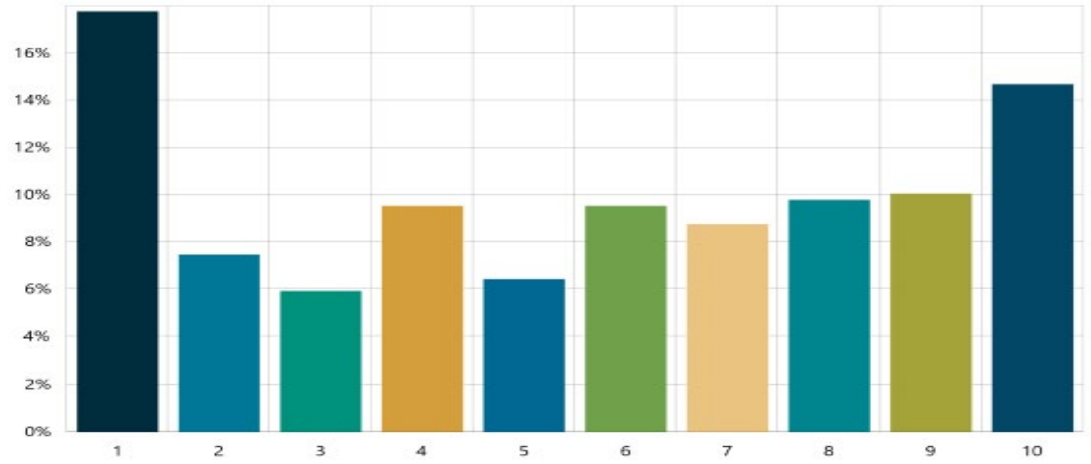




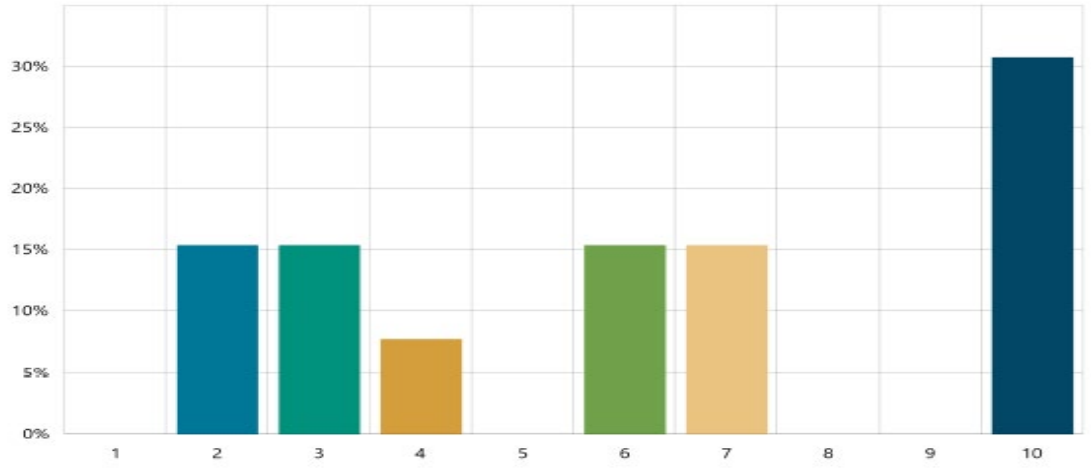
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Iconic Signage

Public



Committee

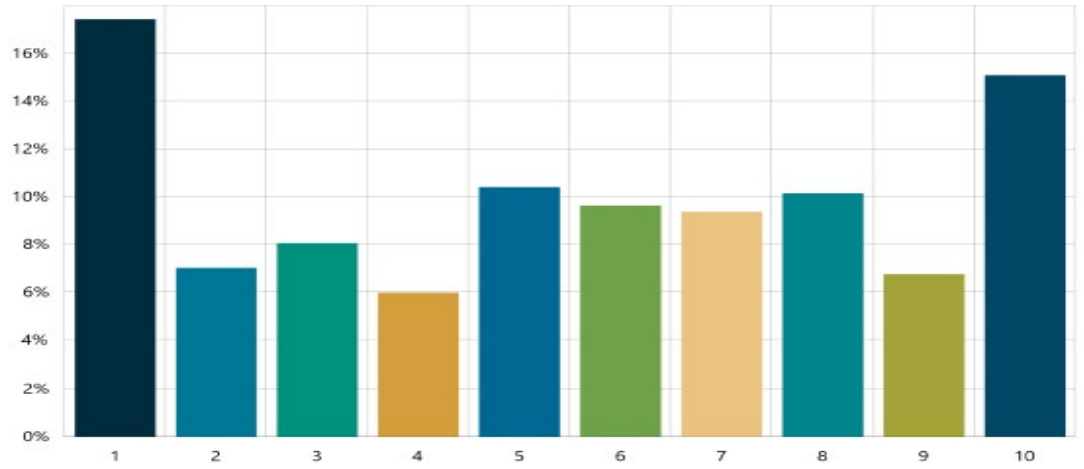




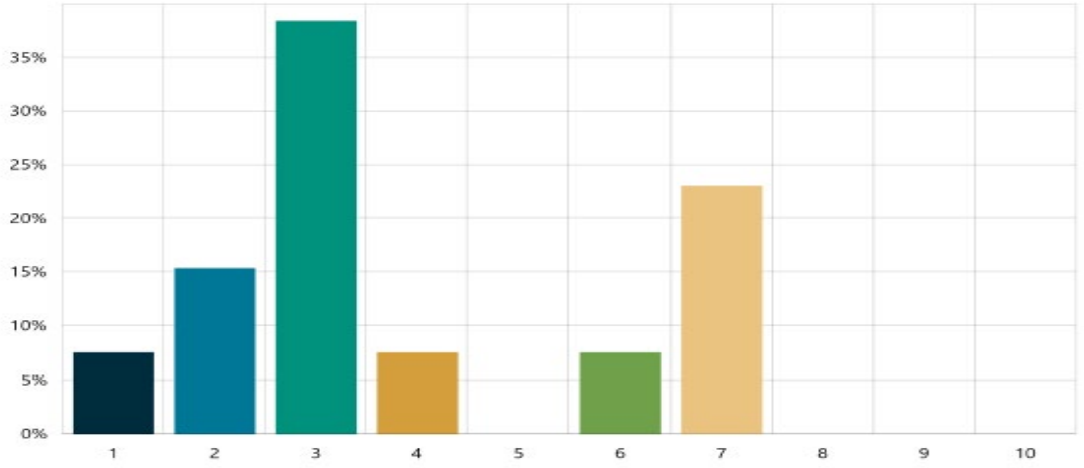
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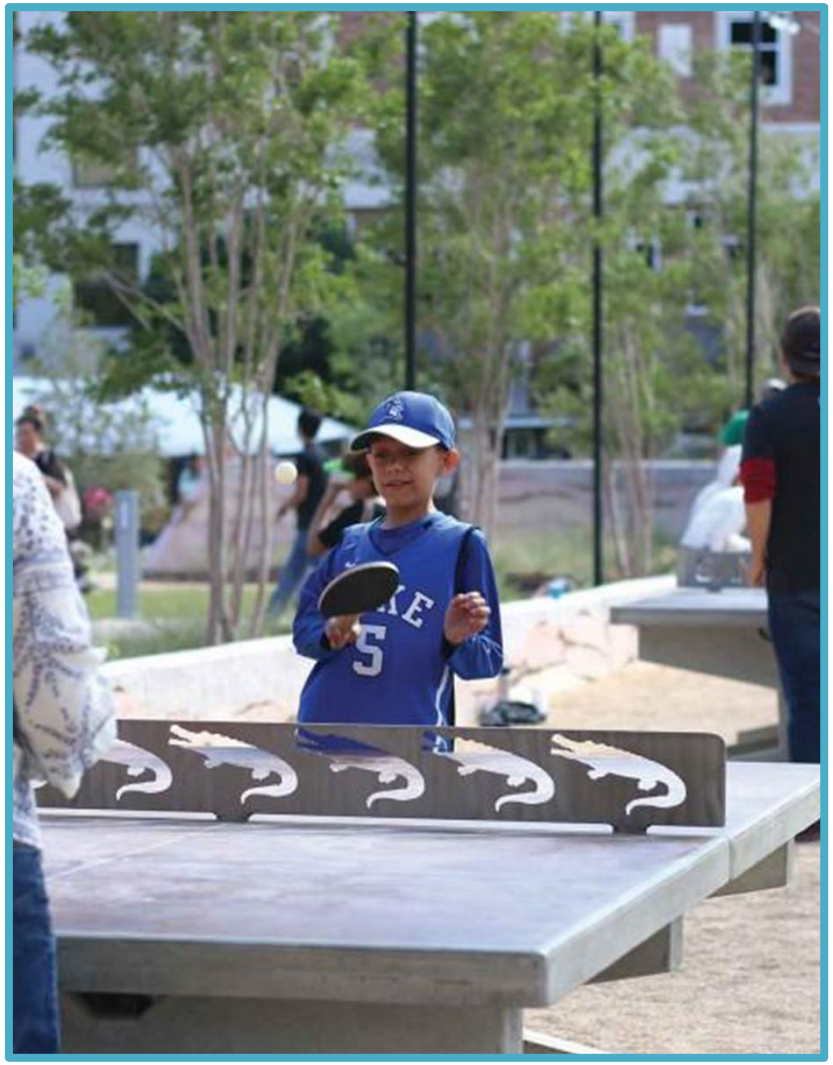
Site Elements: Outdoor Ping Pong Tables

Public



Committee

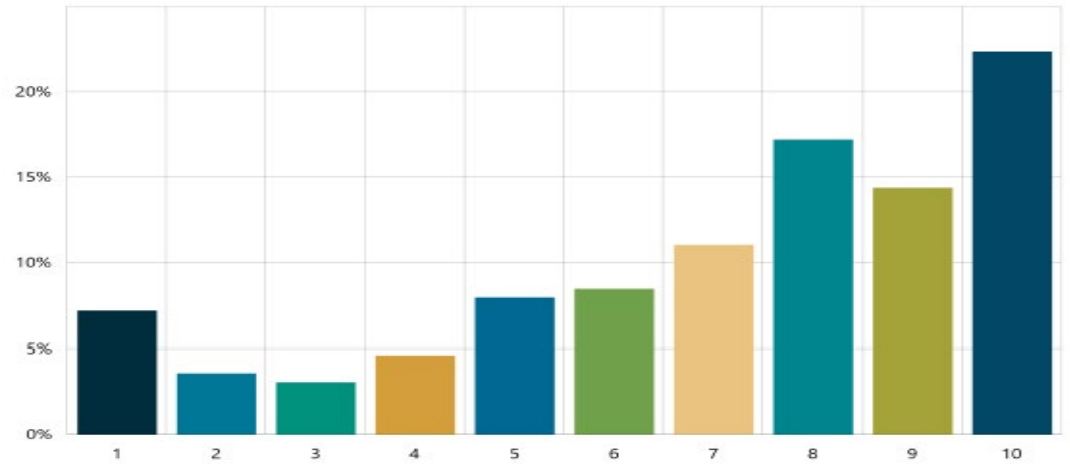




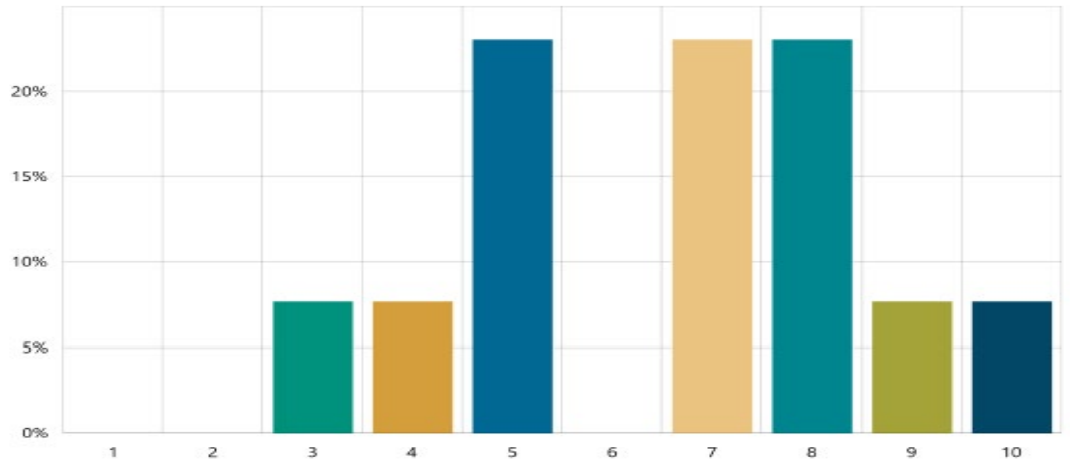
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Shade Structure

Public



Committee

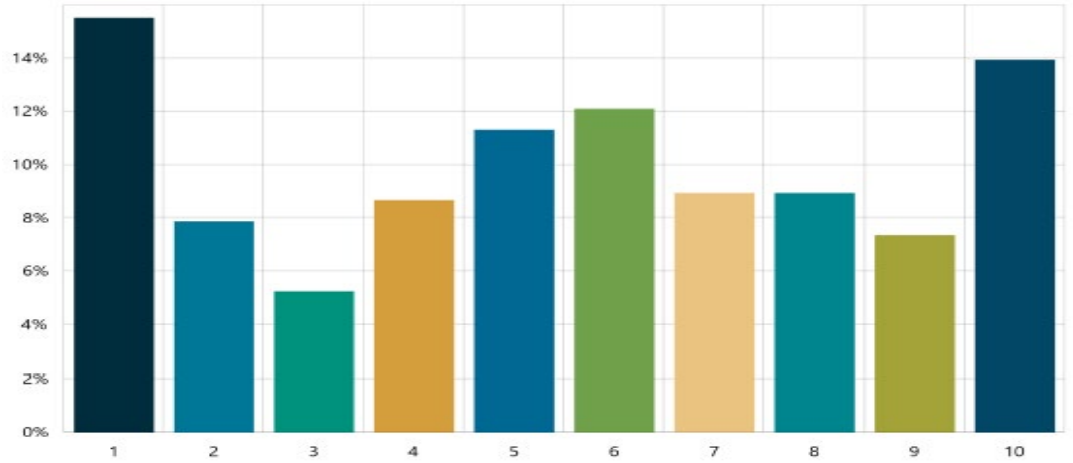




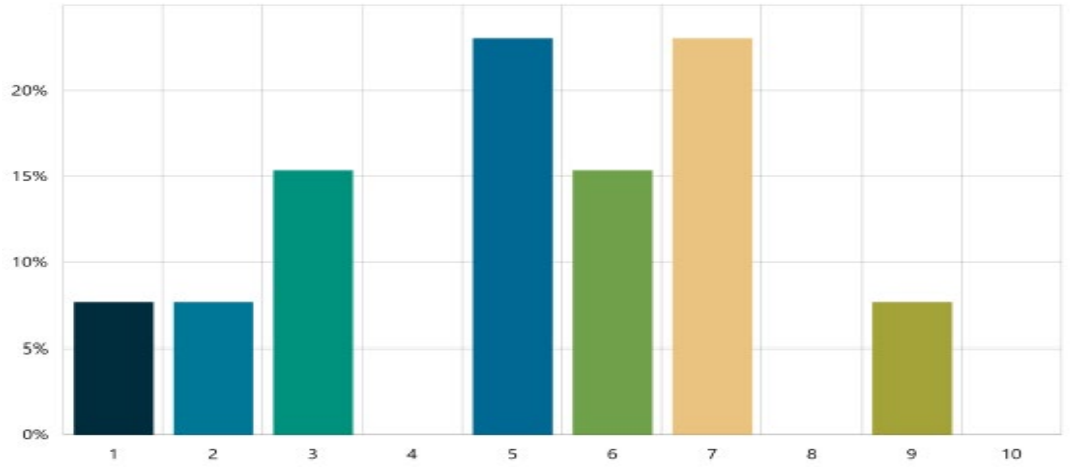
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Integrated Art Feature 1

Public



Committee

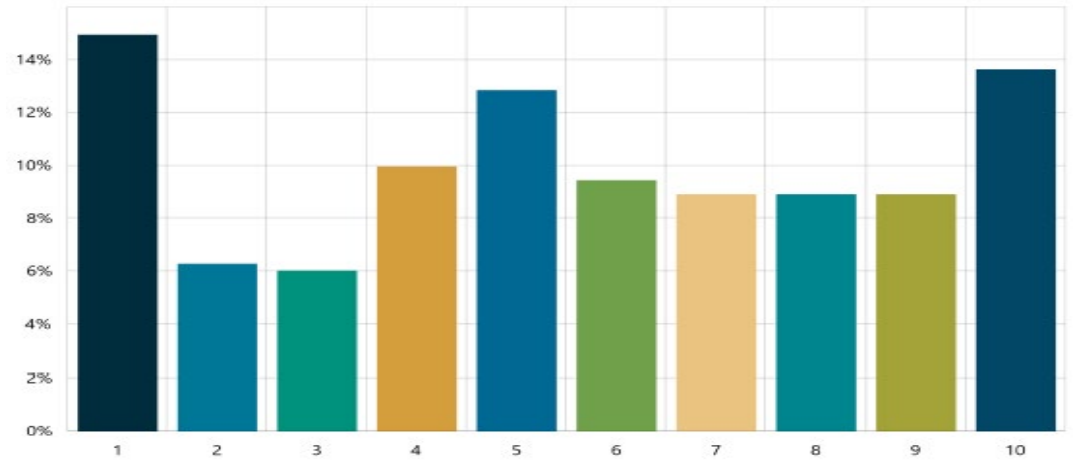




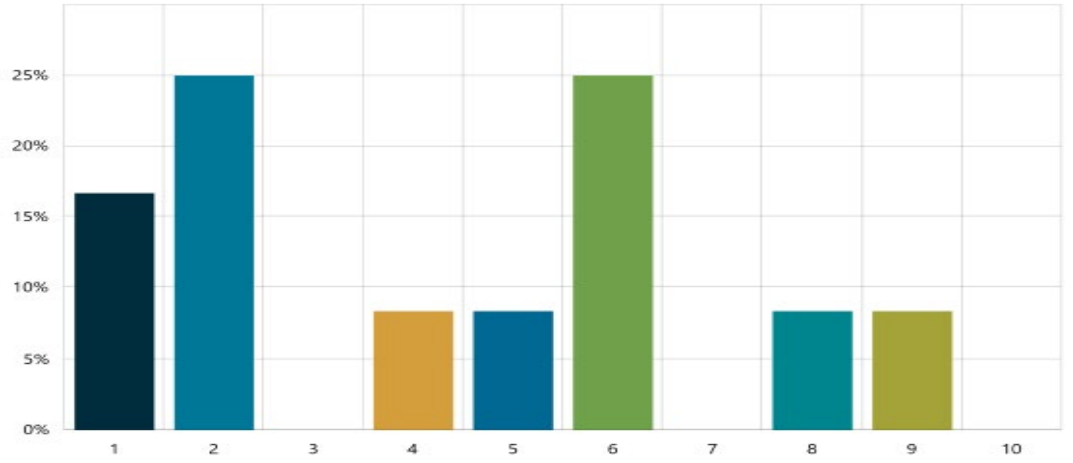
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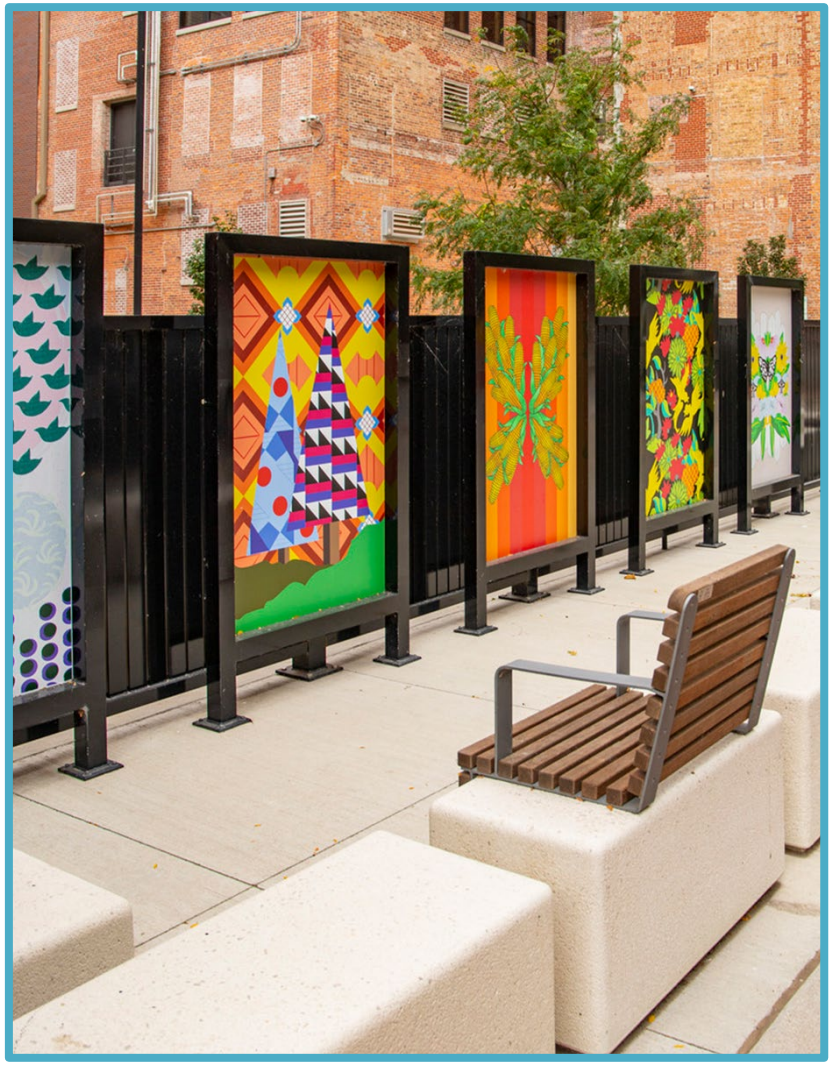
Site Elements: Integrated Art Feature 2

Public



Committee

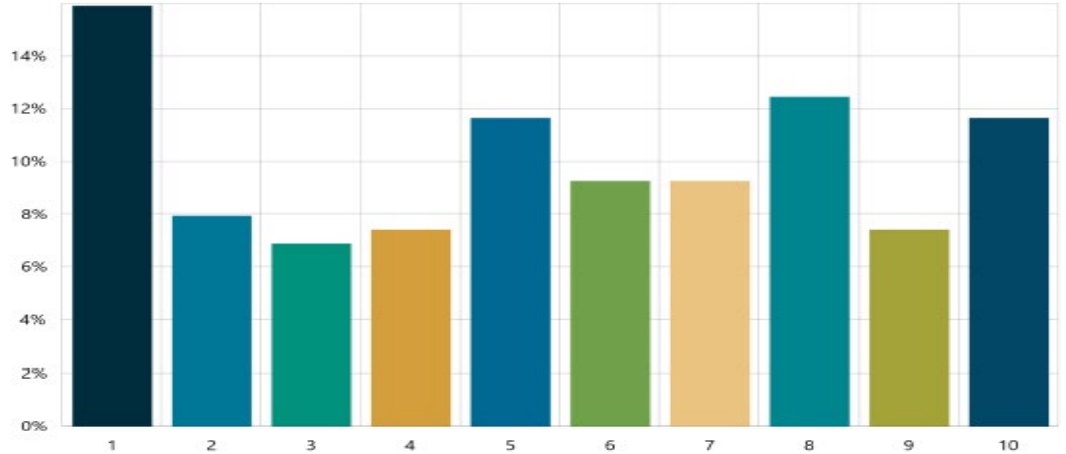




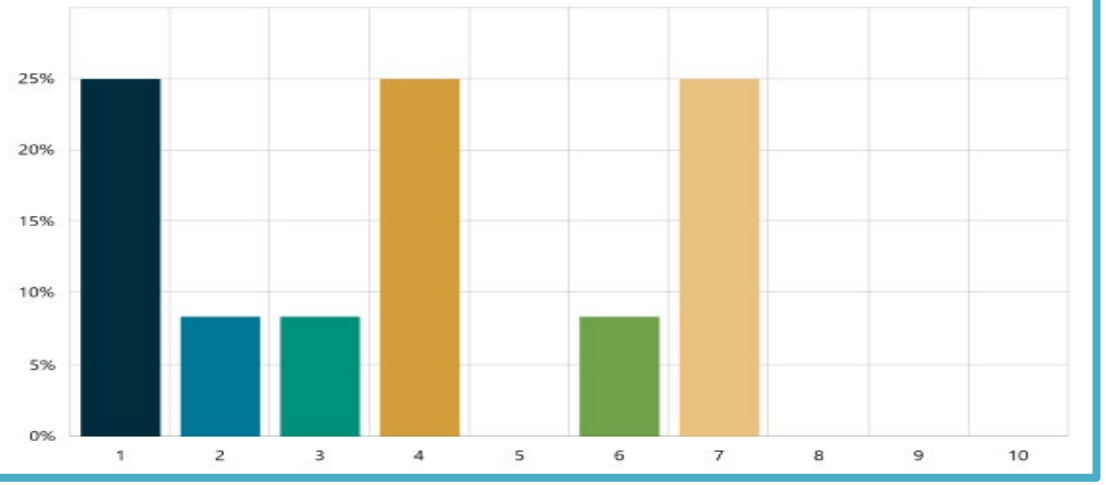
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Public Art Sculpture 1

Public



Committee

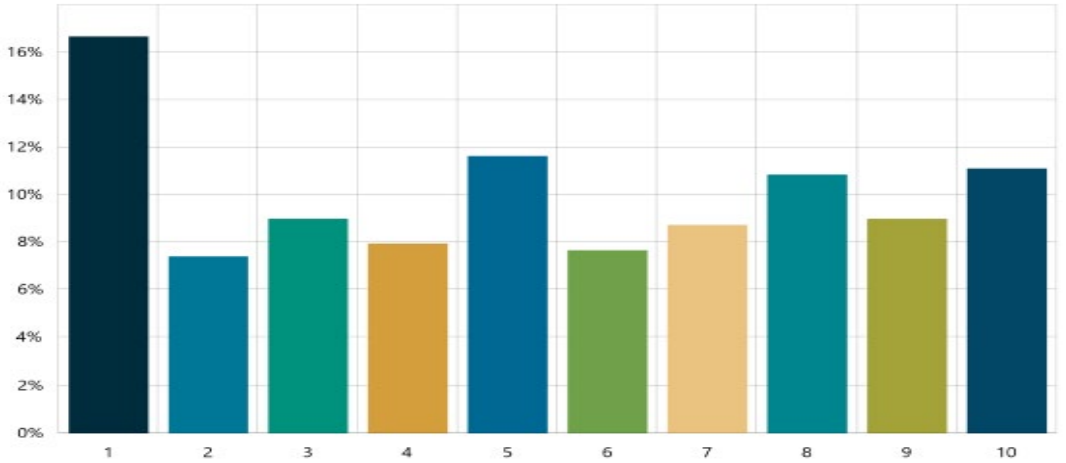




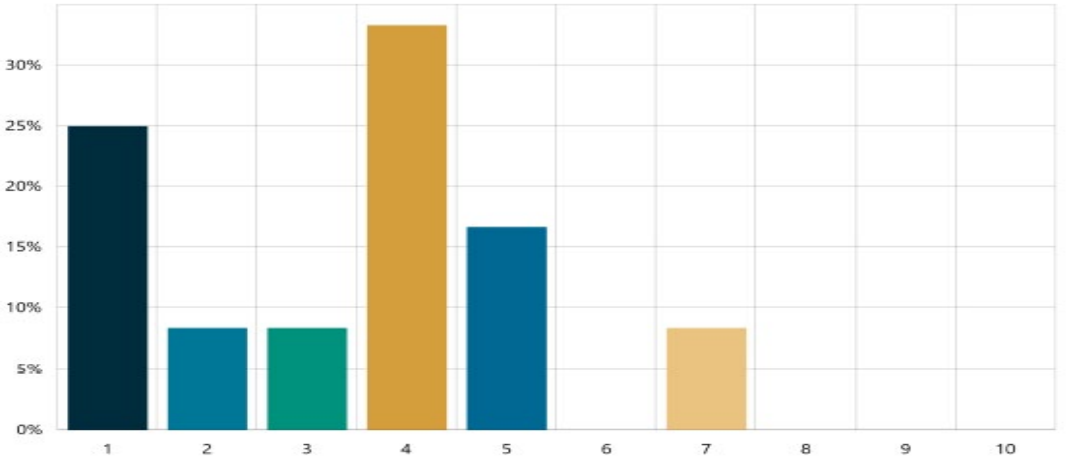
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Public Art Sculpture 2

Public



Committee

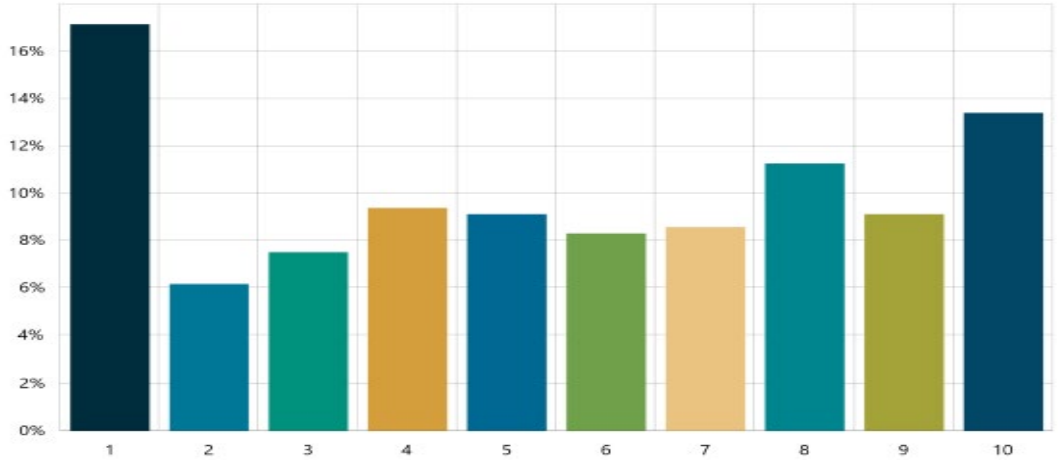




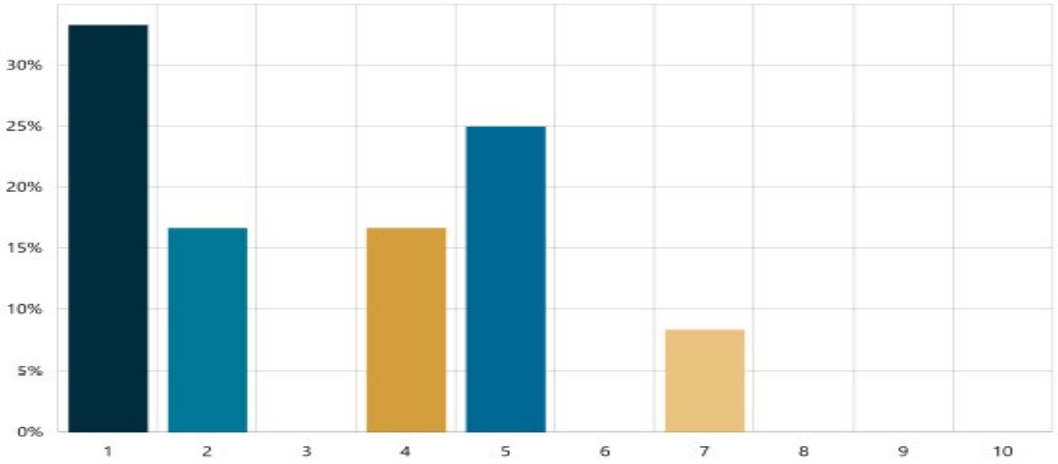
SOCIAL PINPOINT IN-PROGRESS SUMMARY

Site Elements: Public Art Sculpture 3

Public



Committee





SOCIAL PINPOINT IN-PROGRESS SUMMARY

What is the District MISSING?



Committee Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

What is the District MISSING?



Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

What activities or features are suitable?

Playground

Passive Space

Interpretive Signage

Tables / Seating Area

Food Trucks

Dog Park

Event Space

Winter Activities

Park / Plaza

Open Green Space

Planned Events

Committee Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

What activities or features are suitable?



Public Response

SOCIAL PINPOINT IN-PROGRESS SUMMARY

Topics for Further Discussion:

- Family-Friendly VS. Adult Oriented
- Pet-Friendly Space
- Safety and Lighting
- Performance / Live Music Space
- Wayfinding
- Biking (infrastructure and trail connections)
- _____
- _____

Historic Millwork District Master Plan

Dubuque, Iowa

Adopted by Dubuque City Council on February 16, 2009



Prepared for:
The City of Dubuque

Prepared by:
Cuningham Group Architecture, P.A.
Economics Research Associates
Jeffrey Morton Architecture

project # 05-87-04598



10th Street

10th Street: Renovated warehouse buildings will animate and define a key pedestrian connection to Downtown. Tenth Street will be a unique urban space, with reused bricks, portals to courtyards, and adapted loading docks.

Jackson Street: Partial reconstruction will include upgrades to utilities and conditions but will enable Jackson Street to retain its inherent character. Existing rail tracks, brick pavers, and other unique features will remain in place where appropriate.

Green Streets: New and reconstructed streets will irrigate landscape by collecting stormwater. On-street convenience parking, well-marked crosswalks, and ample space for amenities such as public art, seating, and lighting will contribute to the pedestrian and environmentally friendly streetscape.

Foundry Square: The Alamo Building and new plaza is a lively, year-round focal point and gathering space in the heart of the District.

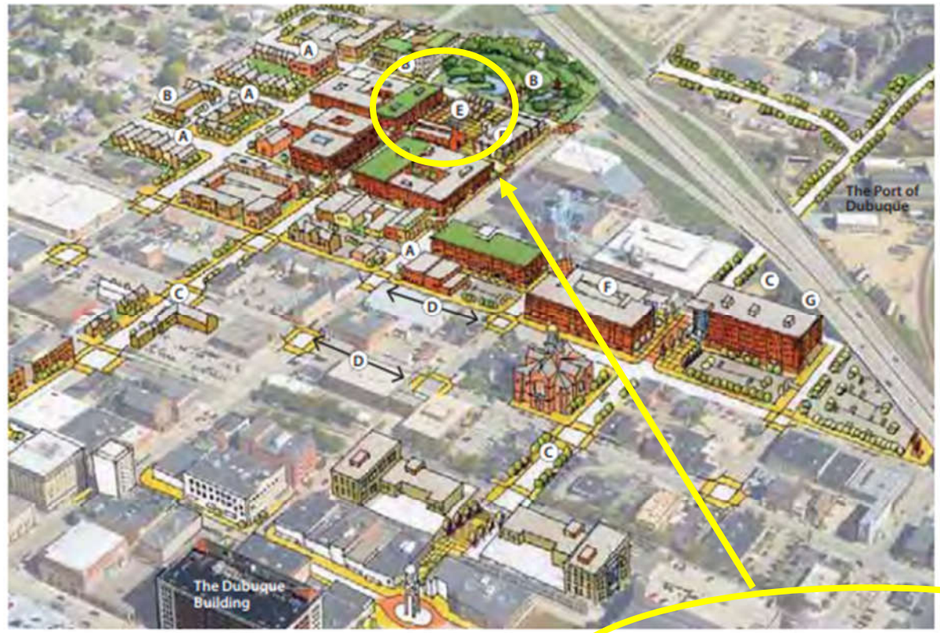
Landform Park: Stormwater management, recreation, artistic features, and geothermal opportunities are some of the features Landform Park will offer.

Kirby/Farley Plaza: The plaza pair will define a key address for new commercial and office tenants and will be a significant public space along the 7th Street connection between Downtown, the District, and the Port.

As Landform Park never materialized, the green space is more important than ever

The Alamo Building and new plaza is a lively, year-round focal point and gathering space in the heart of the district

Plan Features



North
- 182 residential units

Central
- 396 residential units
- 135,000 sf office (405 jobs)

South
- 154 residential units
- 216,600 sf office (648 jobs)



A) Green streets: Rebuild District streets with high-quality streetscapes, modern utilities, on-street parking, artistic elements, and stormwater management features.

B) New development blocks: Realign Elm and Pine Streets to create three new blocks for development, open space, and stormwater management.

C) Improved connections between the District, the Port, and Downtown: Create pedestrian-friendly conditions along 10th and 7th Streets, the streets connecting Downtown, the District, and the riverfront.

D) Reprogram to two-way or calm one-way streets: Work with IDOT to examine how Central, White, 9th, and 11th Streets can become calmer urban streets.

E) A signature public open space: Build a multi-use, flexible plaza and park in the heart of the District to use for performances, concerts, markets, and to showcase sustainable practices, technologies, and artistic elements.

F) A coordinated parking strategy: Maximize on-street parking and build two medium-scaled garages when required.

G) A mix of uses: Accommodate rental and ownership housing, small and large businesses, and arts and entertainment venues in the over one million square feet already available in the District.

Throughout: Showcase the visual and performing arts, implement sustainable technologies and management solutions.

The Alamo Building, Foundry Square & Landform Park

The Plan recommends creating a significant public open space in the middle of the District. The space has two separate but related parts: 1) a plaza (Foundry Square) and a 2) stormwater feature (Landform Park). These will be built in two phases.

Foundry Square is a year-round gathering space defined by the historic Caradco buildings on two edges, the restored Alamo Building in the middle, and by the plaza design throughout. The plaza sets the District standard and tone by highlighting and showcasing the arts and sustainable technologies and techniques. Active edges animate the plaza and occupy both the ground floor and upper levels of surrounding structures.

The Alamo Building is a landmark building in the plaza. It should be renovated as a flexible space for lease to retailers, restaurateurs, or as a gallery space, with open circulation similar to a market structure.

The south edge of the Foundry Square is defined by a two-level parking structure. The parking structure has a well designed north edge, such as an art wall, for better integration with the plaza.

The bosque of trees on the east edge of Foundry Square provides shade, defines the plaza, and offers a variety of spatial experiences. The bosque can improve infiltration and increase permeability. In addition, maintaining portions of existing buildings on site creates a structured corner to the bosque and plaza.



The Alamo Building: The former Dean and Rouse Foundry.

Over time, the District's central open space can be expanded to include a green space on the east edge of the District. By realigning Elm Street, land can be reclaimed and used for redevelopment and public amenity. As the topographic low point in the District, this area is ideal for a stormwater feature/landform park (using the excavated fill from the parking structure). Like the plaza, Landform Park showcases both the arts and sustainable techniques and technologies, possibly serving as a sculpture park, geothermal field, a structured wetland, or space for a blackwater or graywater treatment plant known as a living machine.



Phase 1A: Foundry Square



Phase 1B: Landform Park





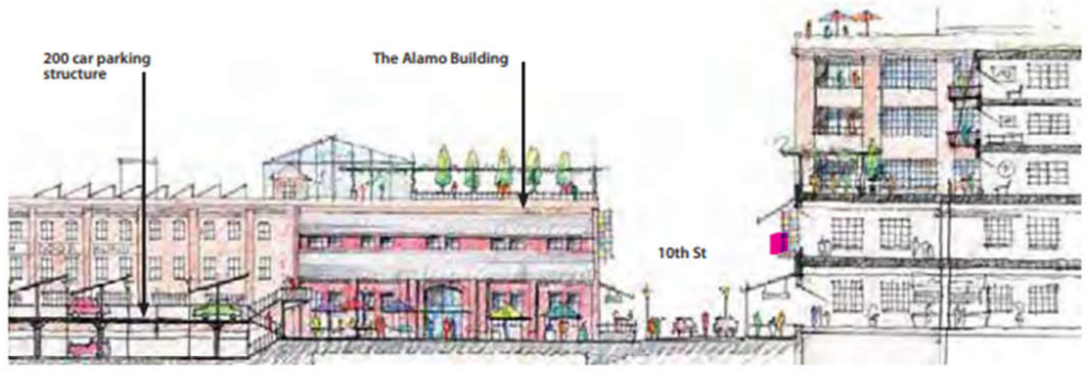








Foundry Square: The images above show some of the artistic, event-oriented, and spatial possibilities for Foundry Square.



Section through Foundry Square Looking West: Foundry Square will be a flexible space to be used for a variety of public activities. The Plaza will showcase and highlight sustainable technologies and practices.

A community park helps develop both GREEN and RED INFRASTRUCTURE

This Plan recommends maximizing community, environmental, and economic benefits through cooperation between the public and private sectors. Five infrastructure systems, or layers, provide a framework for understanding and implementing a healthy and sustainable plan that meets this criteria.

Blue Infrastructure addresses water use and treatment approaches that contribute to better water quality

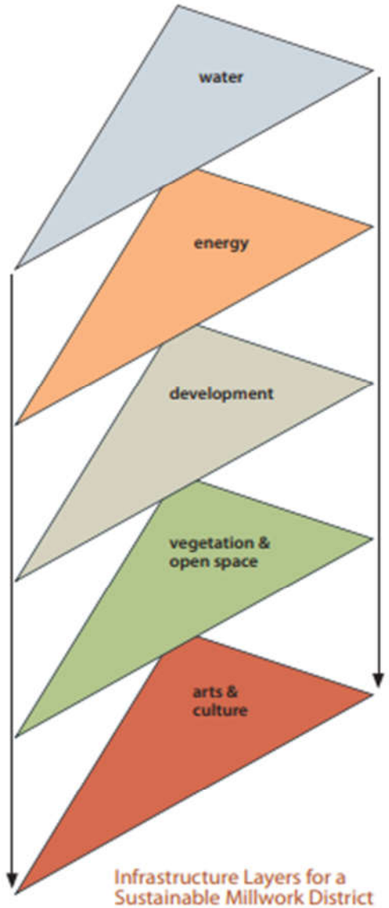
Orange Infrastructure includes efficient electrical, heating, and cooling systems that minimize the District's carbon footprint.

Gray Infrastructure includes buildings, parking, streets, and other redevelopment that is essential to establishing a viable mixed-use neighborhood.

Green Infrastructure includes vegetation, parks, and open space that contribute to a healthy ecosystem, better air and water quality, and improved public life.

Red Infrastructure includes arts and cultural spaces, amenities, and expressions that reinforce the identify of an area.

The following section introduces each infrastructure system in detail, and makes recommendations for implementation at both the District scale and building scale.



Infrastructure Layers for a Sustainable Millwork District

GREEN INFRASTRUCTURE

Recommendations: District Scale

Create parks, plazas, and courtyards to improve public life, to offer "breathing" space within the compressed urban environment, to diversify habitat options, and to provide some local food sources.

- Build a large, central public gathering place around the Alamo Building.
- Create a stormwater collection area that also functions as an art and landform park on the east side of the District.
- Build small plazas on 5th Street at the Kirby and Farley and Loetscher building entrances.
- Open internal courtyards to people visiting and living in the District.
- Encourage community gardening.

Plant a variety of trees within parks and plazas to provide a hospitable environment for people and to offer habitat, shelter, and food for desirable urban wildlife.

- Plant a bosque of trees in the central gathering space.
- Plant both deciduous and coniferous varieties of trees where appropriate.

RED INFRASTRUCTURE

Recommendations: District Scale

Expand park and plaza space by temporarily closing streets for events.

- Promote performing arts and parades in streets.
- Support markets and festivals in and along streets.
- Use streets for overflow seating during outdoor movies, concerts, and theater performances.

Design plaza and park space to support the arts.

- Create places for performances and concerts.
- Incorporate sculpture, landform, and creative paving patterns.

Install and promote the arts in interior courtyards, passages, rooftops, and on secondary building facades.

- Allow sculptural elements in roof gardens.
- Paint murals on courtyard and passage walls.
- Create space for small outdoor concerts and performances.

Historic Millwork District Master Plan Update

Dubuque, Iowa
May 2024

DUBUQUE MILLWORK DISTRICT



Prepared for:
City of Dubuque

Prepared by:
Bolton & Menk Inc.

BOLTON & MENK
Real People. Real Solutions.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

BUILT ENVIRONMENT

A Community Space (and redevelopment of remaining buildings) are the two most catalytic projects in the plan.

PRIORITY PROJECT **B1a: Design and construct a Community Space adjacent to the Alamo Building**

The plan recommends creation of a prominent, year-round, community space

Throughout the gathering of public input, some of the most common terms that were brought up were, "green", "community", "public art" and "performance space". While these amenities could be provided within some of the existing buildings, the plan recommends creation of a prominent, year-round, community space adjacent to the Alamo Building to serve as the heart of the District.

In contrast with the ample square footage inside the buildings of this district, there is relatively little available outdoor space to provide a sizeable community gathering space required to accommodate so many of the amenities requested by the people of Dubuque. The only outdoor site in the Historic Millwork District with appropriate scale, visibility, and adjacent context is the existing surface parking lot to the east of the Alamo Building. While this lot is currently utilized, parking does not provide the most public good to the District at this location. The ongoing parking study has also identified multiple alternative solutions to provide additional parking in the District if this lot were no longer available.

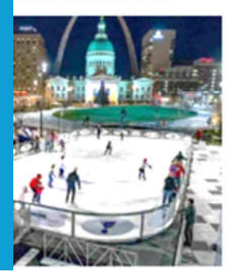
Parking does not provide the most public good to the district at this location

community space is an opportunity to provide the
a luminous, vibrant, verdant, public "face" that highlights
District brand, but the intention of the District to be a
or tourists and residents alike. It could facilitate a variety
ing throughout the year such as a winter pop-up ice rink,
performances, food truck festivals, craft markets, and
re events. Green infrastructure and other built features
tive and passive recreation opportunities will activate
a daily basis, and provide a comfortable urban oasis for
rs and residents.



1. PASSIVE RECREATION FOR FLEXIBLE USE
2. OUTDOOR SEATING AREA AND EVENT SPACE
3. REPURPOSED ALAMO BUILDING
4. OPPORTUNITY FOR TEMPORARY STREET CLOSURE AND PUBLIC EVENTS
5. LANDMARK AND BRANDING OPPORTUNITY
6. EXISTING PEDESTRIAN CROSSWALK

Note: Community space rendering is a preliminary concept. Additional design study including a robust public input process should be included in the next stages of design to to tailor space programing based on community input and feedback.


Kiener Plaza - St. Louis, MO


Pulaski Park - Northampton, MA



City Line - North Dallas, TX


Klyde Warren Park - Dallas TX

Precedent Imagery
Seasonality is a key consideration for the design of this public space. Activating the space with community events, local performances, and scheduled food truck events can provide existing residents and visitors new experiences and a reason to spend time together outdoors.

A Community Space (and redevelopment of remaining buildings) are the two most catalytic projects in the Plan. As shown in the Executive Summary, a Community Space supports and catalyzes many of the remaining recommendations while also supporting the District's assets and mitigating it's liabilities.

The City has allocated funds for the Park, however it is likely additional funds will be needed to ensure the park has the features and amenities needed to be support year round programming, community gathering, and the range of activities envisioned by the community.

It is important that this space be a public asset - for all of Dubuque. As a destination for all and a community wide asset it will help the growth, vibrancy and serendipity of the District.

In order to move this recommendation forward the City should issue an RFP for Design Services for Schematic Design of Community Space. RFP scope should include:

- Environmental study to determine subsurface conditions and constraints.
- Public and private stakeholders
- Robust public input from the broad community
- Estimate of probable cost
- An Implementation strategy (phasing and funding)
- An operations and maintenance plan.

Economy:

PRIORITY PROJECT **E1c: Implement a parking management strategy that ensures adequate and well-utilized parking for all users**

A downtown parking and mobility plan was conducted at the same time as this master plan update. The findings from that study helped inform the recommendations in this plan.

Access to parking is important to support growth in the District and downtown and i… city should leverage… to manage parking r… experience for the u…

The primary finding … Plan is that downtow… effectively managed, which leads to a perception of scarcity and inconvenience.

With approximately 600 publicly-owned off-street parking spaces in the District (in one ramp and three surface lots), and several thousand publicly-owned spaces within three blocks of the District, and current observed utilization of those spaces being relatively low, there is adequate parking supply in and around the District to support near term growth of the District.

In order to utilize the full complement of parking resources within a few blocks of the District, users will have to reorient their expectations from "parking in the middle of the District" to "parking along its edges". This will be increasingly important when the Alamo Lot is redeveloped as a community park.

In concert with the Downtown Parking and Mobility Plan, this plan recommends:

- **PRIORITY**: Invest in new parking payment collection, ac… control, and permitting technologies that enable the City… appropriately operate and manage all off-street surface … and ramp parking in the District for optimal use efficienc… balancing the needs of residents, visitors and employees.
- **PRIORITY :** Invest in wayfinding, lighting, and pedestria… connectivity to enable safe travel around the District and… to connect between the District and the rest of downtown.

Special attention should be given to the Elm Street Lots that are highly underutilized yet only a block away from the District.

- **PRIORITY:** Engage the county in a partnership to better utilize parking around the county courthouse.

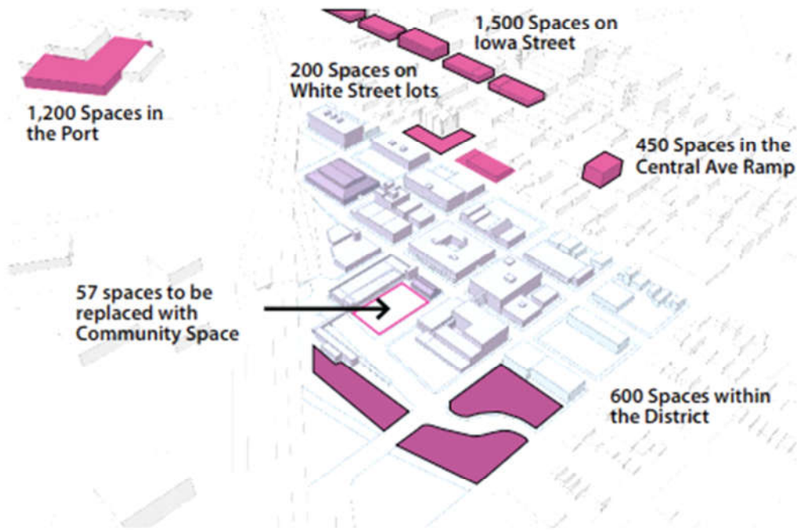
…ss and control of new surface …cly managed supply of … of city purchase and/or … owners.

…ing and curb areas in the …these areas for use by curb loading and unloading, short-term parking, and other flexible curb uses.

- Consider partnerships with developers that transition surface lots to redevelopment while maintaining the public supply of parking via on-site (e.g., podium) parking. This protects overall parking supply while removing surface parking lots, which are a deterrent to walkability and urban form.
- Encourage shared parking (either between private parties, or between the city and a private party) to encourage efficient parking utilization.
- Continually monitor the issuance of parking permits for access to public-owned and operated off-street facilities, as well as the utilization of these facilities by permitted and non-permitted

With approximately 600 publicly-owned off-street parking in the district… there is adequate parking supply in and around the district.

Special attention should be given to the Elm Street lots that are highly underutilized



Parking in and around the District
As the District develops it will have to utilize existing parking spaces along the edges and a block or two away from the District. In order to support a high quality pedestrian environment, public expectations will have to transition from "parking in the middle" to "parking on the edges" of the District.

Users will have to reorient their expectations from "parking in the middle of the district" to parking along its edges". This will be increasingly important when the Alamo lot is redeveloped as a community park.

Historic Millwork District - Parking Analysis

PUBLIC

- Parking Lot - 226 spaces
- Subject Lot - 57 spaces
- Ramp - 291 Spaces
- Unmetered - 266 spaces
- Metered - 173 spaces

PRIVATE

- Parking Lot - 448 spaces
- Green Space

- Public Parking Lot/Ramp Entrance

Total Public and Private Parking Spaces: 1,461
Map and Analysis prepared October 2025

E 12TH ST
E 11TH ST
ELM ST
E 10TH ST
E 9TH ST
E 7TH ST
WASHINGTON ST
E 8TH ST
JACKSON ST
E 6TH ST
E 5TH ST
WHITE ST

71
80
70
75
19
57
291
13
80
6
29
6
6
45
32
80
62

N

0 250 500 Feet 1,000

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Dubuque County GIS

SHEET NUMBER:
A.01

HISTORIC MILLWORK DISTRICT OUTDOOR COMMUNITY SPACE

FOR

CITY OF DUBUQUE

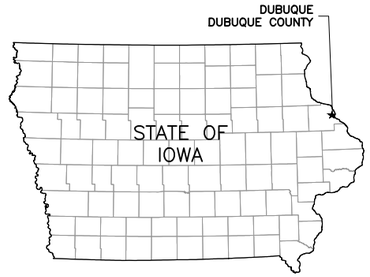
DUBUQUE, IOWA

24–1801

DUBUQUE COUNTY
12/17/25

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
A.01	TITLE
A.02	LEGEND
A.03	EXISTING & REMOVALS
C.01	GENERAL NOTES & UTILITIES
C.02	ESTIMATED QUANTITIES
C.03	SPECIAL PROVISIONS
D.01	SITE PLAN
D.02	GRADING
U.01	DETAILS





LOCATION MAP

OWNER/DEV	CITY OF DUBUQUE – PLANNING
ADDRESS	50 WEST 13TH STREET
	DUBUQUE, IOWA 52001
P#	563–589–4210

CITY ADMINISTRATION

MAYOR.....	BRAD CAVANAGH
COUNCIL MEMBERS.....	RIC JONES
	DAVID RESNICK
	SUSAN FARBER
	LAURA ROUSSELL
	DANNY SPRANK
	KATY WETHAL
CITY MANAGER.....	MICHAEL VAN MILLIGEN
CITY CLERK.....	ADRIENNE BREITFELDER

THE 2023 VERSION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2023), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS 2023 EDITION SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.
THEY ARE AVAILABLE ONLINE AT:
https//www.cityofdubuque.org/638/engineering

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
Know what's below. Call before you dig.

FINAL

LICENSED PROFESSIONAL ENGINEER
RYAN M. WICKS
16341
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Ryan M Wicks — 12/17/2025
Ryan M. Wicks, P.E. — Date
License Number 16341
My license renewal date is December 31, 2025.
Pages or sheets covered by this seal: All

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS IOWA WISCONSIN
MANCHESTER, IOWA
221 E. MAIN STREET, SUITE 301
MANCHESTER, IA 52057
P# (563) 927–2060

THE CITY OF DUBUQUE
Masterpiece on the Mississippi
Dubuque All-America City 2007•2012•2013 2017★2019

ORIGINAL SET FOR PROJECT: 24–1801	DATE CREATED: 12/17/25

REVISIONS

REV. NO.	DESCRIPTION	DATE

A:\24\24–1801\24–1801 DESIGN.dwg, TITLE
PLOT DATE: 12/16/25

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ABBREVIATIONS

<	ANGLE
ABC	AGGREGATE BASE COURSE
AC	ACRE(S)
ACI	AMERICAN CONCRETE INSTITUTE
AGR	AGGREGATE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ARCH	ARCHITECT
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BFP	BACKFLOW PREVENTER
BIT	BITUMINOUS
BLDG	BUILDING
BLK	BLOCKING
BM	BENCHMARK
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
B-B	BACK-TO-BACK OF CURB DIMENSION
CL or ℄	CENTERLINE
C TO C	CENTER TO CENTER
C & G	CURB AND GUTTER
CF	CUBIC FEET
CHD	CHORD LENGTH
CI	CAST IRON PIPE
CHK	CHECK VALVE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CTY	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
C-B	CENTERLINE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CU	COPPER PIPING
CTRS	CENTERS
CY	CUBIC YARDS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DEP	DEPRESSED
DET	DETAIL
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON PIPE
DN	DOWN
DNSTR	DOWNSTREAM
DP	DRAINAGE PIPE/STORM PIPE
DWG	DRAWING
E	EAST
EJ	EXPANSION JOINT
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EW	EACH WAY
EXP	EXPANSION
EX, EXIST	EXISTING
EXT	EXTERIOR
E =	EXTERNAL DISTANCE
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIELD ENTRANCE
FF	FINISH FLOOR
FIL	FILLET
FIN	FINISH
FL	FLOW LINE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FRMG	FRAMING
FTG	FOOTING
F-F	FACE TO FACE
GA	GAUGE
GI	GALVANIZED IRON PIPE
GRD	GRADE
GRS	GRATING SUPPORT
GRT	GROUT
GV	GAS VALVE
GYP	GYPSUM
HSE	HOUSE
HC	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANGER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HW	HOT WATER
HWH	HOT WATER HEATER
Δ =	CENTRAL ANGLE
I	MOMENT OF INERTIA
ID	INSIDE DIAMETER
INT	INTERIOR
INV	INVERT ELEVATION; BASED ON BENCH MARK DATUM
IP	IRON PIPE
JST	JOIST
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
LF	LINEAL FEET
L.P.	LOW POINT
LT	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTL	METAL
N	NORTH
No. OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OO	OUTSIDE TO OUTSIDE
OPNG	OPENING
OPP	OPPOSITE
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PCF	POUNDS PER CUBIC FOOT
PDP	PERFORATED DRAIN PIPE
PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLG	PLUG VALVE
PLP	POLYPROPYLENE PIPE
PLYWD	PLYWOOD
PM	PRINCIPAL MERIDIAN
PR	PRESSURE REGULATORS
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PR, PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PIPE SLEEVE
PT	POINT OF TANGENCY
PLG	PLUG VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
R	RADIUS
RDCR	REDUCER
RCCP	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF	REINFORCING
REQD	REQUIRED
ROW	RIGHT OF WAY
RFTR	RAFTER
RND	ROUND
RR	RAILROAD
RRSP	RAILROAD SPIKE
RT	RIGHT
R&R	REMOVE AND REPLACE
S	SOUTH
SB	STREAM BED
SCHED	SCHEDULE
SEC	SECTION
SF	SQUARE FEET
SHR	SHOWER
SHT	SHEET
SHTG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
TAN	TANGENT LENGTH
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK; BASED ON BENCHMARK DATUM
TD	TILE DRAIN
THK	THICK
TR	TREAD
TY	TYPE
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UPSTR	UPSTREAM
UR	URINAL
USGS	US GEOLOGICAL SURVEY
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEST
WC	WATER CLOSET
WF	WIDE FLANGE
WM	WATER MAIN
WMQ	WATER MAIN QUALITY
WV	WATER VALVE
WGT	WEIGHT
WP	WEATHER PROOF
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
XP	EXPLOSION PROOF

HATCH PATTERNS

- EARTH – FILL
- EARTH – UNDISTURBED
- ROCK (GEOLOGICAL)
- STONE OR RIP RAP
- GRAVEL
- CONCRETE
- CONCRETE BLOCK
- CMU
- ASPHALT PAVEMENT
- BRICK
- STEEL
- INSULATION (LOOSE/ BATT)
- INSULATION (RIGID)
- WOOD (ROUGH)
- WOOD (BLOCKING)
- WOOD (FINISH)
- DETECTABLE WARNING

SYMBOLS

CIVIL

EXISTING		PROPOSED
EXISTING R.O.W.	RIGHT-OF-WAY LINE	PROPOSED R.O.W.
	PROPERTY LINE	
	CENTERLINE	
	SETBACK LINE	
	EASEMENT LINE	
	SECTION LINE	
	SECTION CORNER	
N 1000.00 E 1000.00	COORDINATE POINT ON GRID SYSTEM	
FND	FOUND OR SET PROPERTY PIN	SET
	RIGHT-OF-WAY MARKER	
	BENCHMARK	
600	CONTOUR LINE	600
000.00 FG	SPOT ELEVATION (AT ●)	000.00 FG
X X	FENCE LINE	X X
	SILT FENCE LINE	
	CURB AND GUTTER	
	TIP OUT CURB AND GUTTER	
	SAWCUT, LIMITS OF PAVEMENT REMOVAL & REPLACEMENT	
X"	DECIDUOUS TREE W/ SIZE	X"
X"	CONIFEROUS TREE W/ SIZE	X"
X"	TREE STUMP	
	HEDGEROW	
	BUSH OR SHRUB	
	TREE LINE	
CL	CONSTRUCTION LIMIT LINE	CL
	SIGN (MULTIPLE POST, SINGLE POST, STREET SIGN)	
	SIGN (PYLON)	
	GUARD RAIL	
	RAILROAD TRACKS	
	BUILDING	
	MAILBOX	
	FLAGPOLE	
	BOLLARD	
AC	AIR CONDITIONER	AC

MISC

EXISTING		PROPOSED
S.B. #XX	SOIL BORING LOCATION AND NUMBER	S.B. #XX
MW #XX	MONITORING WELL	MW #XX
	REVISION NUMBER	1
	OUTLINE OF DETAILED AREA	
	SECTION NUMBER / SHEET WHERE SHOWN	A / S-1

SANITARY SEWER

EXISTING		PROPOSED
SAN	SANITARY SEWER	SAN
SSV SSV	SANITARY SEWER SERVICE	SSV SSV
FM	SANITARY SEWER FORCE MAIN	FM
	SANITARY CLEANOUT	CO
S	SANITARY MANHOLE	
	WYE FITTING	

WATER

EXISTING		PROPOSED
WSV WSV	WATER SERVICE	WSV WSV
W W	WATER PIPE	W W
	FIRE HYDRANT	
	YARD HYDRANT	
	WATER VALVE WITH BOX	
	CURB STOP W/CURB BOX	
	REDUCER	
W	WATER VALVE VAULT	W
	11.25° BEND	
	22.50° BEND	
	45° BEND	
	90° BEND	
	TEE	
	CAP	
M	WATER METER	M
	SPRINKLER HEAD	
	TRACER WIRE BOX	

STORM SEWER

EXISTING		PROPOSED
ST ST	STORM SEWER	ST ST
DT DT	DRAIN TILE	DT DT
	DITCH LINE (PAVED)	
	DITCH LINE (UNPAVED)	
D	STORM MANHOLE	
	CATCH BASIN	
	STORM SEWER INLET	
	STORM SEWER INLET – BEHIND CURB	
	DOWNSPOUT	
X" TYPE	CULVERT AND SIZE	X" TYPE
	RCCP OR RCP EQRS (RCAP) END SECTION	
	METAL OR HDPE END SECTION	
	FLOW DIRECTION	

EROSION CONTROL

EXISTING		PROPOSED
	EROSION CONTROL BLANKET	
	TEMPORARY AND PERMANENT SEEDING AREA	
	UNDISTURBED AREA	
	STABILIZED CONSTRUCTION ENTRANCE	
	SILT FENCE	
	INLET PROTECTION	
	TEMPORARY SEDIMENT TRAP	
	CULVERT INLET PROTECTION	
	ROCK OUTLET PROTECTION	
	ROCK CHECK DAM – COURSE AGGREGATE	
	ROCK CHECK DAM – RIP RAP	
	DITCH CHECK	

UTILITY

EXISTING		PROPOSED
FO FO	FIBER OPTIC LINE	FO FO
TV TV	UNDERGROUND TV CABLE	TV TV
TV	CABLE TV RISER PEDESTAL	TV
OU	OVERHEAD UTILITY	OU
UE UE	UNDERGROUND ELECTRIC	UE UE
E	ELECTRIC RISER PEDESTAL	E
E	ELECTRIC MANHOLE	E
T T	UNDERGROUND TELEPHONE	T T
T	TELEPHONE RISER PEDESTAL	T
T	TELEPHONE MANHOLE	T
	UTILITY POLE	
	UTILITY POLE W/ METER	
	UTILITY POLE W/ TRANSFORMER	
	UTILITY POLE W/ LIGHT	
	UTILITY POLE WITH GUY WIRE AND ANCHOR	
	LIGHT (MAST MOUNTED)	
	LIGHT POLE (SINGLE FIXTURE)	
	YARD LIGHT	
G G	GAS MAIN	G G
M	GAS METER	M
	GAS VALVE	
G	GAS STRUCTURE	G
ET	TRANSFORMER	
GEN	GENERATOR	

TRAFFIC RELATED

EXISTING		PROPOSED
	CONTROLLER	
	MAST ARM ASSEMBLY AND POLE	
	SIGNAL HEAD AND POST	
	SIGNAL HEAD	
	PEDESTRIAN HEAD	
	PEDESTRIAN PUSH-BUTTON	
	HAND HOLE	
	DOUBLE HAND HOLE	
	HAND HOLE OR JUNCTION BOX	
	HEAVY-DUTY HAND HOLE	
(5" – 2")	EXISTING CONDUIT (LENGTH AND SIZE) PROP GALVANIZED STEEL OR PVC CONDUIT UPPER NUMERAL INDICATES LENGTH "T" INDICATES CONDUIT IN TRENCH "P" INDICATED CONDUIT PUSHED LOWER NUMERAL INDICATES SIZE AND TYPE	5' – T / 2" GS–PVC
	LUMINAIRE	
	ARROW – THROUGH, TURN LEFT	
	ARROW – THROUGH	
	ARROW – TURN LEFT	
	ARROW – TURN RIGHT	
ONLY	ONE DIRECTION TURN ONLY	ONLY
	HANDICAPPED PARKING STALL	
	TRAFFIC DETECTOR LOOP	
	TRAFFIC CONTROL BOX	

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUE, IOWA 52001

PROJECT AND LOCATION:
HISTORIC MILLWORK DISTRICT
OUTDOOR COMMUNITY SPACE
DUBUQUE, IOWA

DRAWN BY: KMT
APPROVED BY: RMW
DATE: 12/17/25
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: LEGEND

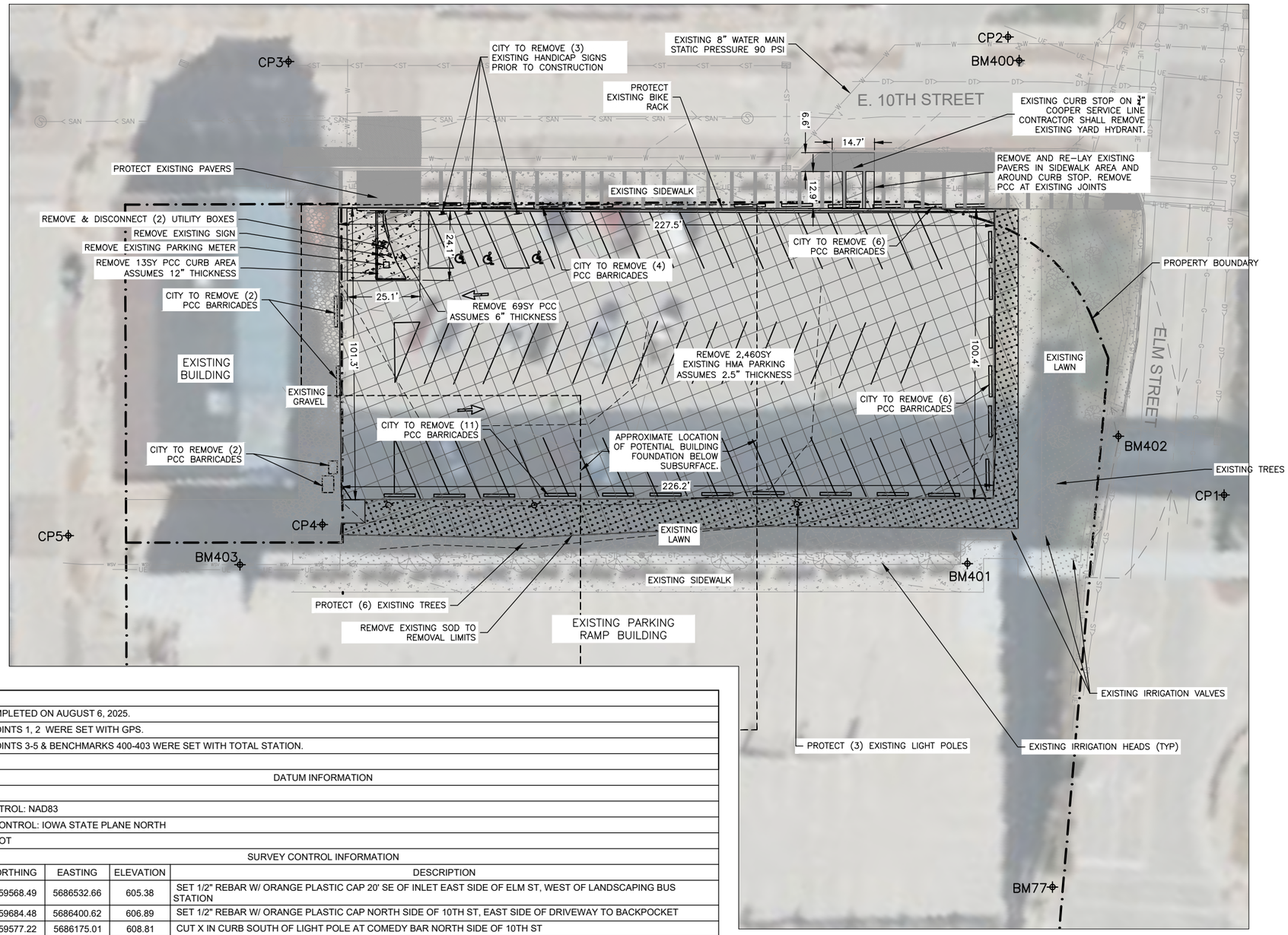
SET TYPE: FINAL
A:\24\24-1801\24-1801 DESIGN.dwg, LEGEND

JOB NUMBER: 24-1801

SHEET NUMBER: A.02

PLOT DATE: 12/16/25

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LEGEND

- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING LAWN
- REMOVAL

NOTES

1. UTILITIES ARE SHOWN BASED ON FIELD DESIGN LOCATE MARKS AND AVAILABLE MAPPING.
2. EXISTING JERSEY BARRIERS TO BE REMOVED BY THE PARKS DEPARTMENT PRIOR TO THE START OF CONTRACT REMOVALS. COORDINATE SCHEDULE WITH CITY OF DUBUQUE.
3. CITY OF DUBUQUE TO REMOVE (3) HANDICAP PARKING SIGNS PRIOR TO CONSTRUCTION

NOTES

1. SURVEY COMPLETED ON AUGUST 6, 2025.
2. CONTROL POINTS 1, 2 WERE SET WITH GPS.
3. CONTROL POINTS 3-5 & BENCHMARKS 400-403 WERE SET WITH TOTAL STATION.

DATUM INFORMATION

GEOID 2018
VERTICAL CONTROL: NAD83
HORIZONTAL CONTROL: IOWA STATE PLANE NORTH
US SURVEY FOOT

SURVEY CONTROL INFORMATION

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	3659568.49	5686532.66	605.38	SET 1/2" REBAR W/ ORANGE PLASTIC CAP 20' SE OF INLET EAST SIDE OF ELM ST, WEST OF LANDSCAPING BUS STATION
2	3659684.48	5686400.62	606.89	SET 1/2" REBAR W/ ORANGE PLASTIC CAP NORTH SIDE OF 10TH ST, EAST SIDE OF DRIVEWAY TO BACKPOCKET
3	3659577.22	5686175.01	608.81	CUT X IN CURB SOUTH OF LIGHT POLE AT COMEDY BAR NORTH SIDE OF 10TH ST
4	3659434.56	5686249.73	607.93	SET PK NAIL IN SIDEWALK SOUTHWEST CORNER OF PARKING LOT 17' SE OF ALAMO BUILDING
5	3659395.99	5686170.42	607.48	CUT X IN CURB WEST SIDE WASHINGTON STREET, CARADCO BUILDING
77	3659420.05	5686532.18	607.12	PK NAIL FOUND IN SIDEWALK, SOUTH OF GREEN SPACE, SOUTHEAST CORNER PARKING GARAGE
400	3659678.5	5686407.4	609.03	BOLT IN MUELLER ON FIRE HYDRANT 10TH ST & ELM ST, 9.3' SOUTHEAST OF CONTROL POINT 2
401	3659511.16	5686460.3	605.79	CUT X IN SIDEWALK NORTHEAST CORNER OF CONCRETE BLOCK NORTHEAST CORNER OF PARKING GARAGE
402	3659572.66	5686490.89	605.04	FOUND CUT X SOUTH CURBING OF INLET WEST SIDE OF ELM ST.
403	3659410.39	5686229.04	609.34	CUT X TOP NE CORNER OF CONCRETE BLOCK

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUE, IOWA 52001

PROJECT AND LOCATION:
HISTORIC MILLWORK DISTRICT
OUTDOOR COMMUNITY SPACE
DUBUQUE, IOWA

DRAWN BY: KMT
APPROVED BY: RMW
DATE: 12/17/25
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: EXISTING & REMOVALS
SET TYPE: FINAL
A:\24\24-1801\24-1801 DESIGN.dwg, EXISTING & REMOVALS

JOB NUMBER: 24-1801
SHEET NUMBER: A.03

PLOT DATE: 12/16/25

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GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.

2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2023 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.

3. THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.

4. THE AERIAL IMAGES DEPICTED IN THIS PLAN SET ARE FOR GENERAL GRAPHICAL INFORMATION ONLY. NOTE, AERIAL IMAGES ARE STRETCHED AND CAN BE DISTORTED AND ARE ONLY DISPLAYED TO SHOW APPROXIMATE LOCATIONS OF SURROUNDING FEATURES IN THE PROJECT AREA.

5. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER. THE CONTRACTOR IS REQUIRED TO PROVIDE MINIMUM OF TWO BUSINESS DAYS' NOTICE TO THE ENGINEER WHEN REQUESTING STAKES.

6. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1–800–292–8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.

7. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.

8. ABANDONED UTILITIES NOT SHOWN ON THE PLANS MAY EXIST WITHIN THE CONSTRUCTION LIMITS. IF ENCOUNTERED, CONTRACTOR SHALL CONFIRM SAID UTILITIES ARE ABANDONED. CONTRACTOR IS RESPONSIBLE FOR REMOVING THESE LINES AS NECESSARY FOR CONSTRUCTION.

9. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.

10. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.

11. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.

13. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.

14. CONTRACTOR SHALL CONFINE THEIR WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.

15. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRE–CONSTRUCTION MEETING.

16. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH CITY OF DUBUQUE STAFF TO AVOID CONFLICTS WITH CITY EVENTS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR COORDINATING SCHEDULES AROUND EVENTS.

17. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.

18. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.

19. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF DUBUQUE, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

20. CONTRACTOR IS RESPONSIBLE FOR SECURING AND PROVIDING THE FOLLOWING PERMITS AND APPLICATIONS:
    - 20.1. PUBLIC RIGHT–OF–WAY PERMIT (AVAILABLE THROUGH THE PUBLIC WORKS – REAL ESTATE DIVISION, RIGHT OF WAY MANAGEMENT.)
    - 20.2. CURRENT BOND FOR GRADING, OPENING OR WORKING IN PUBLIC STREET AND PUBLIC PROPERTY (FILE WITH THE PUBLIC WORKS – REAL ESTATE DIVISION, RIGHT OF WAY MANAGEMENT)
    - 20.3. VENDOR REGISTRATION CERTIFICATE (OBTAIN THROUGH THE DUBUQUE FINANCE DEPARTMENT) PERMIT FEES WILL NOT BE CHARGED.

21. CONTRACTOR TO MAINTAIN TEMPORARY SECURITY FENCING AROUND CONSTRUCTION LIMITS UNTIL COMPLETION OF THE PROJECT.

22. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND CONSTRUCTED DRAINAGE CHANNELS AND DRAINAGE STRUCTURES. CONTRACTOR IS LIABLE FOR ALL DAMAGE TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN THE HANDLING OF STORM WATER FLOWS DURING CONSTRUCTION. EXTRA GRADING WORK NECESSARY TO MAINTAIN POSITIVE DRAINAGE WITHIN THE CONSTRUCTION LIMITS IS CONSIDERED INCIDENTAL TO CONSTRUCTION OR RELATED BID ITEMS.

23. THE CITY OF DUBUQUE WILL PROVIDE NECESSARY SIGNAGE ONCE PROJECT IS COMPLETE. THIS EXCLUDES SIGNAGE RELATING TO TRAFFIC CONTROL.

UTILITIES
ALLIANT ENERGY NATE RUCKER (563) 587-4543 NATERUCKER@ALLIANTENERGY.COM
AT&T CORP. RYAN TIMM 620 9TH STREET @ STORAGE ROOM 0 DES MOINES IA 50309 (515) 402-0147 RT3052@US.ATT.COM
BLACK HILLS ENERGY JUSTIN LEHMAN 1015 CEDAR CROSS ROAD DUBUQUE, IA 52003 (563) 585-4011 JUSTIN.LEHMAN@BLACKHILLSCORP.COM
BP PIPELINE BLAKE PATRICK 150 W. WARRENVILLE ROAD NAPERVILLE, IL 60563 (630) 536-2729 BLAKE.PATRICK@BP.COM
CENTURYLINK BRENT GIESE 3908 UTICA RIDGE RD. BETTENDORF, IA 52722 563-355-2592 BRENT.GIESE@CENTURYLINK.COM
IOWA COMMUNICATIONS NETWORK (ICN) MIKE BRODERICK 400 EAST 14TH STREET DES MOINES, IOWA 50319 (515) 725-4610 MIKE.BRODERICK@IOWA.GOV
IMON COMMUNICATIONS KEVIN HEEREN 101 3RD AVE SW, SUITE 400 CEDAR RAPIDS, IOWA 52404 KEVIN.HEEREN@IMON.NET
ITC CHAD LEVI 123 5TH STREET SE CEDAR RAPIDS, IOWA 52401 OFFICE: (319) 297-6765 CELL: (319) 899-9969 CLEVI@ITCTRANSCO.COM
MEDIACOM BEN O'MALLEY 3033 ASBURY ROAD DUBUQUE, IOWA 52001 (563) 213-1123 BOMALLEY@MEDIACOMCC.COM
MVEC (MAQUOKETA VALLEY RURAL ELECTRIC) NIK SCHULTE 109 N. HUBER STREET ANAMOSA, IA 52205 (319) 462-3542 NSCHULTE@MVEC.COM
WINDSTREAM STEPHEN KNESS 1450 N CENTER POINT ROAD HIAWATHA, IOWA 52233 (319) 538-1985 STEPHEN..KNESS@WINDSTREAM.COM
WATER CARL PLUMLEY, CITY OF DUBUQUE 1902 HAWTHORNE STREET DUBUQUE, IOWA 52001 (563) 589-4304 CPLUMLEY@CITYOFDUBUQUE.ORG
SEWER GUS PSIHOYOS, CITY OF DUBUQUE 50 WEST 13TH DUBUQUE, IOWA 52001 (563) 589-4270

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUE, IOWA 52001

PROJECT AND LOCATION:
HISTORIC MILLWORK DISTRICT
OUTDOOR COMMUNITY SPACE
DUBUQUE, IOWA

DRAWN BY: KMT
APPROVED BY: RMW
DATE: 12/17/25
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: GENERAL NOTES & UTILITIES
SET TYPE: FINAL
A:\24\24-1801\24-1801 DESIGN.dwg, GENERAL NOTES & UTILITIES

JOB NUMBER: 24–1801
SHEET NUMBER: C.01

PLOT DATE: 12/16/25

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Addendum No.: N/A

City of Dubuque, Iowa
Special Provisions

Project Title: Historic Millwork District - Open Space

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	REFERENCED SPECIFICATION
		Division 2010 - Earthwork, Subgrade, and Subbase			
1	2010-108-D-3	Topsoil, Off-site	850.00	CY	SUDAS Standard Specification
		Contractor to provide high quality topsoil, free of any rock or debris with clumps larger than 1". Qty is based on volume between bottom existing pavement and top subgrade. No shrinkage factor is applied. Final payment will be plan quantity.			
2	2010-108-E-0	Excavation, Class 10	925.00	CY	Dubuque Supplemental Specification
		Includes removal of existing stone base (Stone thickness from original parking lot construction contract documents is called out at 4 in.). Final payment will be plan quantity.			
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways			
3	7030-108-A-1	Removal of Sidewalk	26.00	SY	SUDAS Standard Specification
		Item includes removal of exsing standard PCC sidewwalk and existing pavers with base pavement. Pavers to be salvaged to be replaced with sidewalk restoration.			
4	7030-108-E-0	PCC, Sidewalk, 5" (Thickness)	26.00	SY	SUDAS Standard Specification
5	7030-108-F-0	Brick/Paver Sidewalk with Pavement Base	16.00	SY	Dubuque Supplemental Specification
		Match the existing section adjacent to the removal with salvaged pavers from the area removed.			
		Division 7040 - Pavement Rehabilitation			
6	7040-108-H-0	Pavement - Removal	2542.00	SY	SUDAS Standard Specification
		Item includes removal of 69 SY of 6" PCC, 13 SY of curbed island and 2,460 SY of 2.5" HMA pavement.(Thickness from original parking lot construction contract documents)			
		Division 8030 - TemporaryTraffic Control			
7	8030-108-A-0	Temporary Traffic Control	1.00	LS	SUDAS Standard Specification
		Temporary Traffic Control shall be provided for all work impacting the street ROW, including the water service line work along the sidewalk. Proper sidewalk closure and detour signing shall be provided.			
		Division 9020 - Sodding			
8	9020-108-A-0	Sod, by SQ	264.00	SQ	Dubuque Supplemental Specification
		The Contractor shall assume maintenance responsibilities for a minimum of thirty (30) days or until second cutting, whichever is longer.			
		Division 9040 - Erosion and Sediment Control			
9	9040-108-D-1	Filter Socks, 8"	610.00	LF	SUDAS Standard Specification
10	9040-108-N-1	Silt Fence or Silt Fence Ditch Check, Installation	215.00	LF	SUDAS Standard Specification
11	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	215.00	LF	SUDAS Standard Specification
12	9040-108-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	215.00	LF	SUDAS Standard Specification
13	9040-108-T-1	Inlet Protection Device, Installation	6.00	EA	SUDAS Standard Specification
		Division 9060 - Chain Link Fence			
14	9060-108-F-0	Temporary Fence	680.00	LF	SUDAS Standard Specification
		Division 11,020 - Mobilization			
15	11020-108-A-0	Mobilization	1.00	LS	SUDAS Standard Specification
		Special Provisions - Non-Standard Project Items			
16	SP	Tree Protection	6.00	EA	Non-Standard Project Specification
		See Special Provisions Notes on Sheet C.03			
17	SP	Deep-Tine Tilling - 12" Depth	22900.00	SF	Non-Standard Project Specification
		See Special Provisions Notes on Sheet C.03			
18	SP	Removable Bollards	3.00	EA	Non-Standard Project Specification
		See Special Provisions Notes on Sheet C.03			
19	SP	Irrigation System	1.00	LS	Non-Standard Project Specification
		See Special Provisions Notes on Sheet C.03			

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REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: ESTIMATED QUANTITIES
SET TYPE: FINAL
A:\24\24-1801\24-1801 DESIGN.dwg, ESTIMATED QUANTITIES

JOB NUMBER: 24-1801
SHEET NUMBER: C.02

PLOT DATE: 12/16/25
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BID ITEM 16 - TREE PROTECTION

1. PURPOSE AND INTENT
THE PURPOSE OF THESE PROVISIONS IS TO PRESERVE, PROTECT, AND MAINTAIN EXISTING TREES DESIGNATED FOR RETENTION DURING SITE DEVELOPMENT. THE CONTRACTOR SHALL PLAN AND EXECUTE ALL OPERATIONS TO AVOID DAMAGE TO PROTECTED TREES, THEIR ROOT SYSTEMS, AND SURROUNDING SOIL CONDITIONS.

2. DEFINITIONS
PROTECTED TREE: ANY EXISTING TREE DESIGNATED FOR PRESERVATION ON THE APPROVED PLANS OR IDENTIFIED BY THE OWNER OR ENGINEER.
TREE PROTECTION ZONE (TPZ): THE AREA AROUND A PROTECTED TREE DEFINED BY THE DRIP LINE OR AS OTHERWISE SPECIFIED, WITHIN WHICH DISTURBANCE IS RESTRICTED.
DRIP LINE: THE OUTERMOST CIRCUMFERENCE OF THE TREE CANOPY WHERE WATER DRIPS FROM THE LEAVES.

3. PRE-CONSTRUCTION REQUIREMENTS
3.1 TREE INVENTORY AND MARKING
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL PROTECTED TREES AND ENSURE THEY ARE CLEARLY MARKED IN THE FIELD. ANY DISCREPANCIES BETWEEN SITE CONDITIONS AND PLANS SHALL BE REPORTED IMMEDIATELY.

3.2 PRE-CONSTRUCTION MEETING
A TREE PROTECTION MEETING SHALL BE CONDUCTED WITH THE OWNER/ENGINEER PRIOR TO LAND DISTURBANCE TO REVIEW PROTECTION LIMITS, ACCESS ROUTES, AND APPROVED WORK METHODS NEAR PROTECTED TREES.

4. TREE PROTECTION MEASURES
4.1 PROTECTIVE FENCING
INSTALL STURDY, HIGHLY VISIBLE TREE PROTECTION FENCING AROUND THE TPZ OF ALL PROTECTED TREES PRIOR TO ANY GRADING OR EQUIPMENT MOBILIZATION.
FENCING SHALL BE A MINIMUM OF 4 FEET HIGH AND REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE PROJECT.

4.2 RESTRICTED ACTIVITIES
THE FOLLOWING ACTIVITIES ARE STRICTLY PROHIBITED WITHIN THE TPZ UNLESS SPECIFICALLY APPROVED IN WRITING:
a. STORAGE OF MATERIALS, DEBRIS, OR EQUIPMENT
b. PARKING OR OPERATION OF VEHICLES OR HEAVY MACHINERY
c. TRENCHING, GRADING, OR EXCAVATION
d. DISCHARGE OF CONCRETE WASHOUT, CHEMICALS, OR FUELS

4.3 ROOT PROTECTION
EXPOSED ROOTS SHALL BE KEPT MOIST AND COVERED IF UNCOVERED DURING APPROVED OPERATIONS. ROOT CUTTING, IF UNAVOIDABLE, SHALL BE PERFORMED CLEANLY WITH SHARP TOOLS AND ONLY UNDER DIRECTION OF THE OWNER OR A QUALIFIED ARBORIST.

5. GRADING AND CONSTRUCTION NEAR TREES
GRADE CHANGES WITHIN THE TPZ ARE NOT PERMITTED UNLESS SPECIFICALLY DETAILED IN THE PLANS. WHERE CONSTRUCTION NEAR TREES IS UNAVOIDABLE, METHODS SUCH AS HAND EXCAVATION, TUNNELING, OR USE OF AIR SPADES MAY BE REQUIRED.

6. PRUNING AND MAINTENANCE
PRUNING OF PROTECTED TREES SHALL ONLY BE PERFORMED BY A CERTIFIED ARBORIST UNLESS OTHERWISE APPROVED. NO TOPPING OF TREES IS PERMITTED.

7. DAMAGE AND REPLACEMENT
7.1 TREE DAMAGE
ANY DAMAGE TO A PROTECTED TREE RESULTING FROM CONTRACTOR OPERATIONS SHALL BE REPORTED IMMEDIATELY.

7.2 REPLACEMENT AND PENALTIES
TREES DAMAGED BEYOND RECOVERY, AS DETERMINED BY THE OWNER OR ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
REPLACEMENT TREES SHALL BE OF SPECIES, SIZE, AND QUANTITY AS DIRECTED, OR MONETARY COMPENSATION MAY BE ASSESSED PER TREE.

8. INSPECTION AND COMPLIANCE
THE OWNER OR ENGINEER RESERVES THE RIGHT TO INSPECT TREE PROTECTION MEASURES AT ANY TIME. FAILURE TO COMPLY MAY RESULT IN SUSPENSION OF WORK IN AFFECTED AREAS UNTIL CORRECTIVE ACTIONS ARE COMPLETED.

9. MEASUREMENT AND PAYMENT
TREE PROTECTION MEASURES SHALL BE CONSIDERED INCIDENTAL TO THE WORK UNLESS A SEPARATE BID ITEM IS PROVIDED. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR COMPLIANCE WITH THESE PROVISIONS.

10. FINAL ACCEPTANCE
TREE PROTECTION FENCING AND MEASURES SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE AND WRITTEN AUTHORIZATION FOR REMOVAL IS GRANTED BY THE OWNER OR ENGINEER.

BID ITEM 17 - DEEP TINE TILLING - 12" DEPTH

1. PURPOSE AND INTENT
1.1 THE PURPOSE OF 12-INCH DEEP TINE TILLING IS TO RESTORE SOIL PERMEABILITY, IMPROVE ROOT PENETRATION, AND ENHANCE LONG-TERM VEGETATION ESTABLISHMENT FOLLOWING CONSTRUCTION-RELATED COMPACTION. ALL WORK SHALL BE PERFORMED IN A MANNER THAT PROTECTS EXISTING IMPROVEMENTS AND COMPLIES WITH PROJECT SPECIFICATIONS.

2. SCOPE OF WORK
2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS NECESSARY TO PERFORM DEEP TINE TILLING TO A MINIMUM DEPTH OF TWELVE (12) INCHES IN ALL AREAS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER OR ENGINEER.

3. DEFINITIONS
3.1 DEEP TINE TILLING: MECHANICAL LOOSENING OF COMPACTED SOIL USING SPECIALIZED EQUIPMENT CAPABLE OF PENETRATING A MINIMUM DEPTH OF 12 INCHES WITHOUT EXCESSIVE SURFACE DISTURBANCE.

3.2 DESIGNATED AREAS: AREAS IDENTIFIED ON THE PLANS OR IN THE FIELD FOR TILLING, INCLUDING LANDSCAPED AREAS, TURF RESTORATION ZONES, AND DISTURBED SOILS.

4. PRE-CONSTRUCTION REQUIREMENTS
4.1 SITE VERIFICATION
PRIOR TO TILLING, THE CONTRACTOR SHALL VERIFY LIMITS OF WORK AND CONFIRM THE ABSENCE OF UNDERGROUND UTILITIES OR STRUCTURES WITHIN THE TILLING DEPTH.

5. SOIL CONDITIONS
5.1 TILLING SHALL NOT BE PERFORMED WHEN SOIL IS EXCESSIVELY WET, FROZEN, OR OTHERWISE UNSUITABLE, AS DETERMINED BY THE OWNER OR ENGINEER.

6. EQUIPMENT REQUIREMENTS
6.1 EQUIPMENT SHALL BE SPECIFICALLY DESIGNED FOR DEEP TINE TILLING OR SOIL DECOMPACTION AND CAPABLE OF PENETRATING COMPACTED SOILS TO A MINIMUM DEPTH OF 12 INCHES.

6.2 TINES SHALL BE ARRANGED TO ACHIEVE UNIFORM SOIL LOOSENING WITHOUT CREATING LARGE VOIDS OR SURFACE HEAVING.

6.3 STANDARD AGRICULTURAL DISCING OR SHALLOW TILLING EQUIPMENT WILL NOT BE ACCEPTED.

7. EXECUTION
7.1 TILLING DEPTH AND COVERAGE
a. SOIL SHALL BE TILLED TO A UNIFORM MINIMUM DEPTH OF TWELVE (12) INCHES.
b. OVERLAPPING PASSES SHALL BE MADE AS NECESSARY TO ENSURE COMPLETE AND CONSISTENT COVERAGE OF THE DESIGNATED AREAS.

8. OBSTRUCTIONS
8.1 IF ROCK, DEBRIS, OR UNDERGROUND OBSTRUCTIONS PREVENT ACHIEVING THE SPECIFIED DEPTH, THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER FOR DIRECTION.

9. SURFACE RESTORATION
9.1 FOLLOWING TILLING, THE SOIL SURFACE SHALL BE LEVELED AND GRADED TO MATCH ADJACENT CONTOURS AND PREPARE THE AREA FOR TOPSOIL PLACEMENT, SEEDING, SODDING, OR PLANTING.

10. PROTECTION OF ADJACENT AREAS
10.1 THE CONTRACTOR SHALL PROTECT EXISTING PAVEMENTS, STRUCTURES, UTILITIES, AND VEGETATION FROM DAMAGE DURING TILLING OPERATIONS. ANY DAMAGE RESULTING FROM THIS WORK SHALL BE REPAIRED AT NO ADDITIONAL COST.

11. INSPECTION AND ACCEPTANCE
11.1 THE OWNER OR ENGINEER MAY INSPECT TILLING OPERATIONS AT ANY TIME.

11.2 AREAS NOT MEETING DEPTH OR COVERAGE REQUIREMENTS SHALL BE RE-TILLED UNTIL ACCEPTABLE.

12. MEASUREMENT AND PAYMENT
12.1 DEEP TINE TILLING SHALL BE MEASURED BY THE SQUARE FOOT, AS SPECIFIED IN THE BID SCHEDULE.

12.2 PAYMENT SHALL INCLUDE ALL EQUIPMENT, LABOR, RE-TILLING, SURFACE RESTORATION, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.

BID ITEM 18 - REMOVABLE BOLLARDS

1. DESCRIPTION FURNISH, INSTALL BOLLARDS AS SHOWN ON THE PLANS.
1.1 MATERIALS ASSURE THAT BOLLARDS MEET RETROREFLECTIVITY REQUIREMENTS AS SHOWN ON THE PLANS AND SPECIFIED BY THE IOWA DOT.

1.2 REMOVABLE BOLLARDS. PROVIDE REMOVABLE BOLLARDS CONSISTING OF 6-IN. DIAMETER GALVANIZED STANDARD-WEIGHT STEEL PIPE WITH FORM-DOMED CAP. PROVIDE STEEL PARTS SUCH AS PIPE AND PLATES. PAINT OR GALVANIZE PIPE, PLATES, AND OTHER REQUIRED STEEL PARTS AS SHOWN ON THE PLANS. PROVIDE FOUNDATION CONCRETE IN ACCORDANCE WITH DETAIL. PERFORM WELDING IN ACCORDANCE WITH ITEM 448.

2. CONSTRUCTION INSTALL BOLLARDS TO THE DEPTH AS SHOWN ON THE PLANS OR AS DIRECTED. CLEAN BOLLARD HOLES FREE OF LOOSE DIRT AND DEBRIS, AND THOROUGHLY COMPACT BOTTOM OF HOLE TO THE CORRECT ELEVATION FOR PLACEMENT OF THE BOLLARDS. PLACE BOLLARDS TO THE CORRECT ALIGNMENT, ELEVATION, AND PLUMB. INSTALL BOLLARD FOUNDATION OF THE SIZE AND DEPTH AS SHOWN ON THE PLANS.

3. MEASUREMENT. THIS ITEM WILL BE MEASURED BY EACH BOLLARD INSTALLED, AS SHOWN ON THE PLANS.

4. PAYMENT. THE WORK PERFORMED AND MATERIALS FURNISHED IN ACCORDANCE WITH THIS ITEM AND MEASURED AS PROVIDED UNDER "MEASUREMENT" WILL BE PAID FOR AT THE UNIT PRICE BID FOR "REMOVABLE BOLLARDS," AS SHOWN ON THE PLANS.

5. PRICE IS FULL COMPENSATION FOR FURNISHING, PREPARING, HAULING, AND INSTALLING MATERIALS; FOR EXCAVATION AND BACKFILL; AND FOR LABOR, TOOLS, EQUIPMENT, AND INCIDENTALS.

BID ITEM 19 - IRRIGATION SYSTEM

1. GENERAL
1.1 THE CONTRACTOR SHALL PROVIDE A COMPLETE, FULLY FUNCTIONAL AUTOMATIC IRRIGATION SYSTEM, INCLUDING ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS NECESSARY FOR PROPER INSTALLATION AND OPERATION.

1.2 THE SYSTEM DESIGN IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL MEET THE PERFORMANCE REQUIREMENTS OUTLINED IN THIS SPECIFICATION.

1.3 ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL CODES, UTILITY REQUIREMENTS, AND INDUSTRY BEST PRACTICES.

2. DESIGN REQUIREMENTS (CONTRACTOR-DESIGNED SYSTEM)
2.1 THE CONTRACTOR SHALL PREPARE A COMPLETE IRRIGATION DESIGN INCLUDING LAYOUT, ZONING, PIPE SIZING, EQUIPMENT SELECTION, AND CONTROLLER PROGRAMMING RECOMMENDATIONS.

2.2 THE DESIGN SHALL ENSURE:
a. 100% TURF AND PLANTING BED COVERAGE WITH MATCHED PRECIPITATION.
b. SYSTEM HAS SUFFICIENT ZONES TO PROPERLY FUNCTION FROM THE EXISTING SERVICE LINE. FOR THE EFFICIENT WATER APPLICATION USING MODERN WATER-SAVING PRACTICES.
c. FOR THE PURPOSE OF BID COMPARISONS, IT IS ASSUMED THAT 10 ZONES WILL BE REQUIRED FOR APPROPRIATE OPERATION AND THAT HEAD SPACING WILL BE BETWEEN 20 AND 30 FEET.

2.3 THE CONTRACTOR SHALL SUBMIT A DESIGN PACKAGE FOR REVIEW PRIOR TO INSTALLATION, INCLUDING:
a. SCALED PLAN (MINIMUM 1" = 40' OR SIMILAR)
b. LEGEND AND EQUIPMENT SCHEDULE
c. CONTROLLER ZONE MAP
d. PRODUCT DATA SHEETS

3. MATERIALS AND EQUIPMENT
3.1 ALL PRODUCTS SHALL BE COMMERCIALLY RATED IRRIGATION COMPONENTS FROM A REPUTABLE MANUFACTURER (E.G., RAIN BIRD, HUNTER, TORO OR APPROVED EQUAL).

3.2 MINIMUM STANDARDS:
a. SPRAY ZONES: HIGH-EFFICIENCY NOZZLES (MP ROTATORS OR EQUIVALENT) UNLESS OTHERWISE APPROVED.
b. VALVES: 24-VOLT ELECTRIC VALVES WITH FLOW CONTROL.
c. CONTROLLER: SIMPLE ZONE TIMER. UNIT MAY BE POWERED WITH INCORPORATED SOLAR SYSTEM OR BY CONNECTING TO EXISTING SITE LIGHTING POWER.
d. BACKFLOW: REDUCED PRESSURE ZONE (RPZ) OR CODE-REQUIRED ASSEMBLY INSTALLED PER LOCAL REGULATIONS.
e. METER: CODE REQUIRED WATER MEETING WITH QUICK CONNECT COUPLINGS BE INSTALLED TO ALLOW FOR REMOVAL DURING THE WINTER MONTHS.
f. PIPE: PVC SCHEDULE 40 FOR LATERALS, PVC CLASS 200 OR ABOVE FOR MAINS.

4. INSTALLATION REQUIREMENTS
4.1 TRENCHES SHALL BE OF SUFFICIENT DEPTH TO PROTECT PIPING FROM DAMAGE AND MEET CODE.

4.2 ALL JOINTS SHALL BE PRIMED AND SOLVENT-WELDED PER MANUFACTURER STANDARDS.

4.3 HEADS SHALL BE INSTALLED LEVEL, ALIGNED, AND ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, SIDEWALKS, AND DRIVE LANES.

4.4 SYSTEM SHALL DELIVER EVEN COVERAGE WITHOUT DRY SPOTS, OVERSPRAY, OR MISTING.

4.5 CONTROLLER SHALL BE MOUNTED IN A WEATHER-PROTECTED, ACCESSIBLE LOCATION.

5. PRESSURE & PERFORMANCE
5.1 THE CONTRACTOR SHALL CONFIRM AVAILABLE STATIC AND DYNAMIC PRESSURE AND FLOW AT POINT OF CONNECTION (POC). PRIOR TO DESIGN DEVELOPMENT. TESTING MAY BE COMPLETED WITH CITY ASSISTANCE AT THE EXISTING SUBGRADE YARD HYDRANT.

5.2 SYSTEM SHALL BE DESIGNED TO OPERATE WITHIN MANUFACTURER-RECOMMENDED PRESSURE RANGES USING PRESSURE-REGULATED HEADS OR VALVES WHERE NEEDED.

5.3 FINAL SYSTEM SHALL OPERATE EFFICIENTLY WITHOUT EXCESSIVE PRESSURE LOSS OR UNEVEN DISTRIBUTION.

6. TESTING & COMMISSIONING
6.1 CONTRACTOR SHALL FLUSH ALL LINES PRIOR TO INSTALLING HEADS.

6.2 ENTIRE SYSTEM SHALL BE PRESSURE-TESTED PRIOR TO BACKFILLING.

6.3 CONTRACTOR SHALL PERFORM STARTUP, CONTROLLER PROGRAMMING, AND FULL SYSTEM DEMONSTRATION FOR THE OWNER.

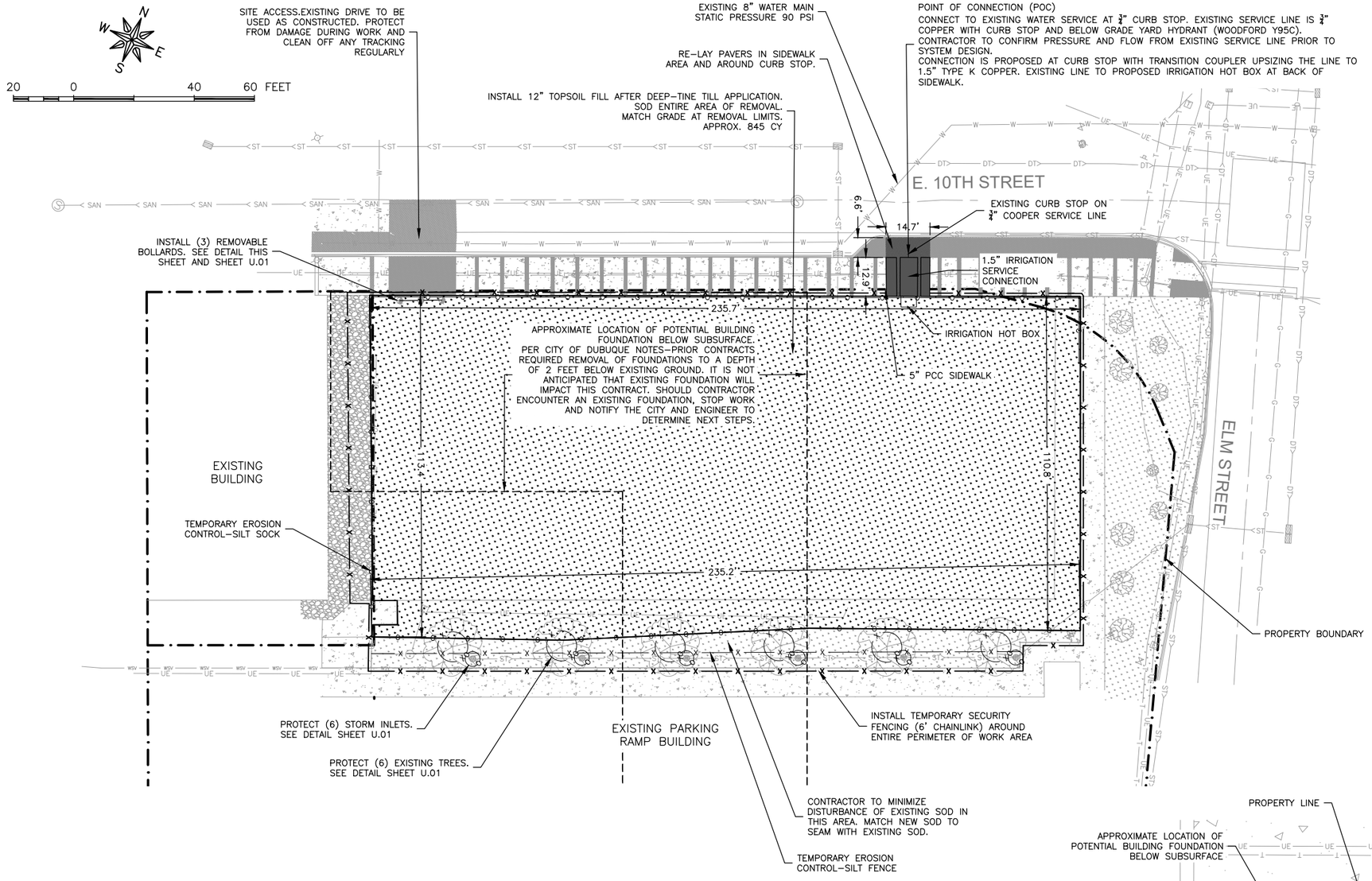
6.4 CONTRACTOR SHALL PROVIDE THE MAINTENANCE/OPERATION MANUAL AND AS-BUILT DRAWINGS REFLECTING THE INSTALLED LAYOUT AND ZONE NUMBERING.

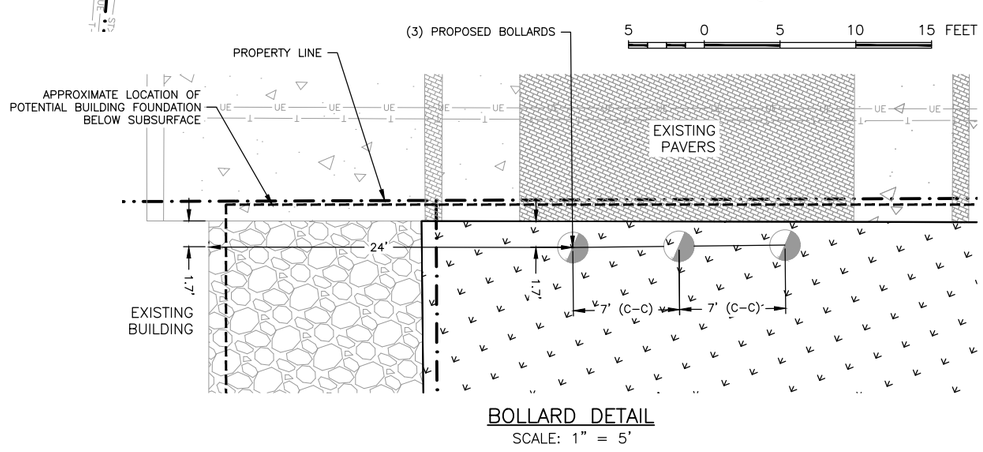
7. MEASUREMENT & PAYMENT
7.1 MEASUREMENT: LUMP SUM ITEM; NO MEASUREMENT WILL BE MADE.

7.2 PAYMENT: PAYMENT WILL BE AT THE LUMP SUM PRICE FOR THE IRRIGATION SYSTEM.

7.3 LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, DESIGN, LABOR, EQUIPMENT AND MATERIALS FOR THE COMPLETE INSTALLATION OF THE IRRIGATION SYSTEM WITH NECESSARY OPERATION AND MAINTENANCE DOCUMENTS.

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BOLLARD DETAIL
SCALE: 1" = 5'

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ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUE, IOWA 52001

PROJECT AND LOCATION:
HISTORIC MILLWORK DISTRICT
OUTDOOR COMMUNITY SPACE
DUBUQUE, IOWA

DRAWN BY: KMT
APPROVED BY: RMW
DATE: 12/17/25
SCALE: AS NOTED

REVISIONS

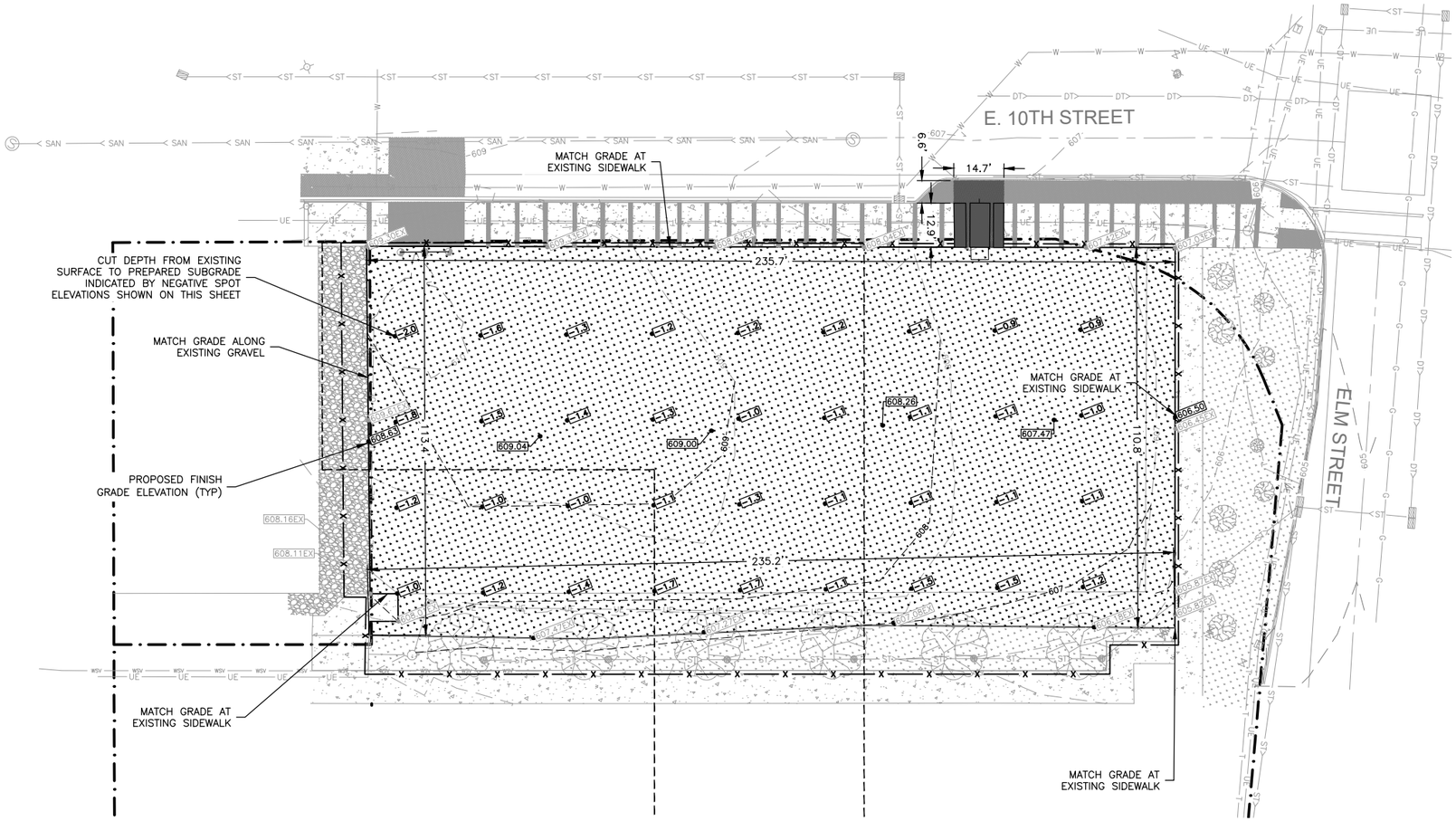
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JOB NUMBER: 24-1801
SHEET NUMBER: D.01

PLOT DATE: 12/16/25

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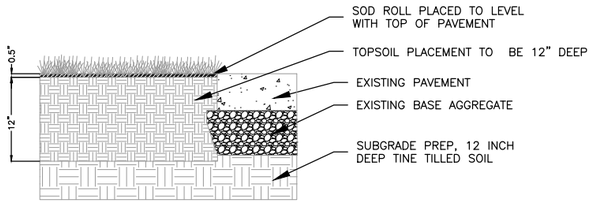
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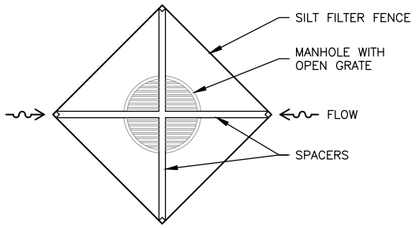
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SHEET NUMBER: D.02

PLOT DATE: 12/16/25

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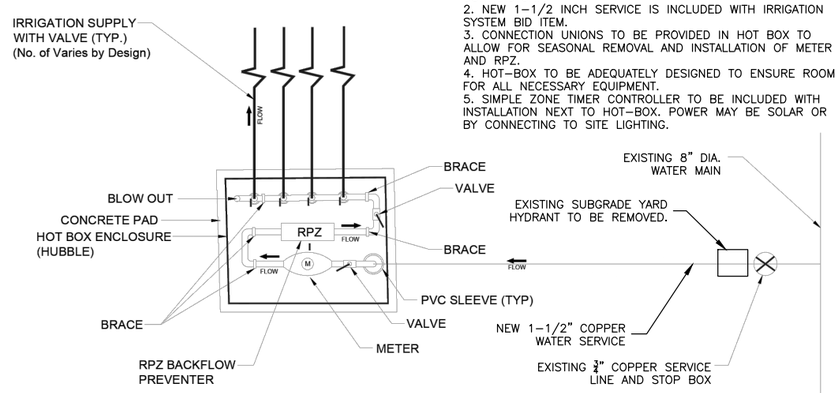


SOD INSTALLATION AT PAVEMENT
N.T.S.



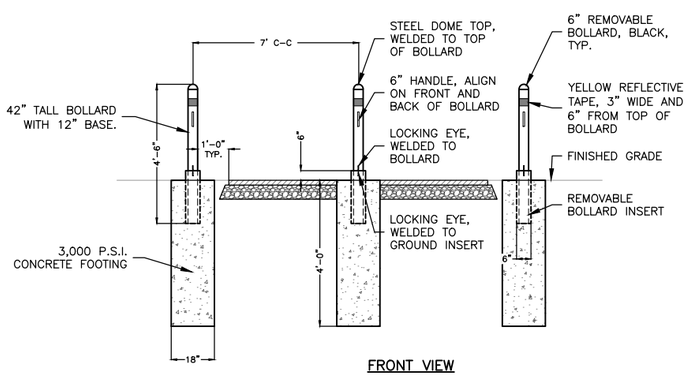
INLET PROTECTION DETAIL
N.T.S.

TYPICAL HOT-BOX IRRIGATION LAYOUT



NOTES:
1. IRRIGATION SYSTEM DESIGN IS THE RESPONSIBILITY OF THE CONTRACTOR.
2. NEW 1-1/2 INCH SERVICE IS INCLUDED WITH IRRIGATION SYSTEM BID ITEM.
3. CONNECTION UNIONS TO BE PROVIDED IN HOT BOX TO ALLOW FOR SEASONAL REMOVAL AND INSTALLATION OF METER AND RPZ.
4. HOT-BOX TO BE ADEQUATELY DESIGNED TO ENSURE ROOM FOR ALL NECESSARY EQUIPMENT.
5. SIMPLE ZONE TIMER CONTROLLER TO BE INCLUDED WITH INSTALLATION NEXT TO HOT-BOX. POWER MAY BE SOLAR OR BY CONNECTING TO SITE LIGHTING.

IRRIGATION HOT BOX DETAIL
N.T.S.

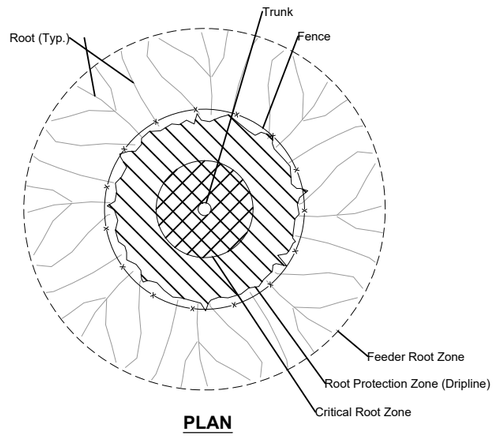


FRONT VIEW

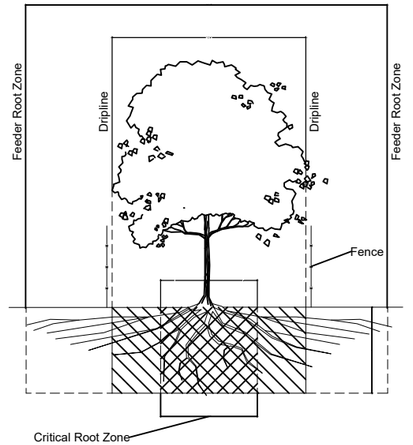
NOTE: ALIGN BOLLARD PIPE AND GROUND INSERT SO EYES ARE LOCATED AT BACK AND FRONT OF BOLLARD, NOT STICKING OUT INTO TRAVEL WAY.

ALL METAL SHALL BE GALVANIZED, PAINTED ONE COAT METAL PRIMER AND TWO COATS METAL ENAMEL PER SPECIFICATIONS.

REMOVABLE BOLLARD INSTALLATION AT MULTIUSE PATH DETAIL
N.T.S.



PLAN



ELEVATION

TREE PROTECTION DETAIL
N.T.S.

FENCING/ROOT PROTECTION
Orange Safety Fencing (Min. height 4-ft)
To Be Provided & Maintained At Dripline.

CITY ARBORIST
Approval required for use/access within Root Protection Zone / Dripline. Permission for use/access requires surface protection for all unfenced, unpaved surfaces within Root Protection Zone / Dripline.

SURFACE PROTECTION MEASURES
1. Mulch Layer, 8-inch Depth (Min.)
2. 3/4" Plywood over 2 - 3 inches of Mulch
3. Steel Plates - Bridging

TRENCHING / EXCAVATION:

CRITICAL ROOT ZONE (CRZ)
1. No disturbance allowed in this zone.
2. Severance of roots larger than 2-inch dia. requires City Arborist approval.
3. Tunneling required to install lines.
4. **The CRZ may be outside the Dripline**

ROOT PROTECTION ZONE / DRIPLINE (RPZ)
1. Operation of heavy equipment and/or stockpiling of materials prohibited.
2. Surface protection measures required trenching allowed as follows:
   - Excavation by hand or with hand-driven trencher may be required.
   - Limit Trench width. Do not disturb Critical Root Zone. Maintain 3/4 or more of Root Protection Zone / Dripline in undisturbed condition.
3. Tunneling may be required per review by the City Arborist.

FEEDER ROOT ZONE (FRZ)
1. Operation of heavy equipment and/or stockpiling of materials subject to landscape architect's approval.
2. Surface protection measures may be required. Trenching with heavy equipment allowed as follows:
   - Minimize trench width
   - Maintain 2/3 or more of Feeder Root Zone in undisturbed condition

DBH: Diameter at Breast Height.
Trunk Diameter Measured at 4.5 feet Above Grade

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SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING: DETAILS
SET TYPE: FINAL
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JOB NUMBER: 24-1801
SHEET NUMBER: U.01

PLOT DATE: 12/16/25
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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa

Construction Cost Estimate

Date: 17-Dec-25

Project Title: Historic Millwork District - Open Space

CIP Funding Amount: $ -

Project Completion Date: 26-Jun-26

LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase				
1	2010-108-D-3	Topsoil, Off-site	850.00	CY	$ 25.00	$ 21,250.00
2	2010-108-E-0	Excavation, Class 10	925.00	CY	$ 15.00	$ 13,875.00
					Sub Total	$ 35,125.00
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways				
3	7030-108-A-1	Removal of Sidewalk	26.00	SY	$ 11.00	$ 286.00
4	7030-108-E-0	PCC, Sidewalk, 5" (Thickness)	26.00	SY	$ 75.00	$ 1,950.00
5	7030-108-F-0	Brick/Paver Sidewalk with Pavement Base	16.00	SY	$ 180.00	$ 2,880.00
					Sub Total	$ 5,116.00
		Division 7040 - Pavement Rehabilitation				
6	7040-108-H-0	Pavement - Removal	2542.00	SY	$ 12.00	$ 30,504.00
					Sub Total	$ 30,504.00
		Division 8030 - TemporaryTraffic Control				
7	8030-108-A-0	Temporary Traffic Control	1.00	LS	$ 2,500.00	$ 2,500.00
					Sub Total	$ 2,500.00
		Division 9020 - Sodding				
8	9020-108-A-0	Sod, by SQ	264.00	SQ	$ 75.00	$ 19,800.00
					Sub Total	$ 19,800.00
		Division 9040 - Erosion and Sediment Control				
9	9040-108-D-1	Filter Socks, 8"	610.00	LF	$ 2.50	$ 1,525.00
10	9040-108-N-1	Silt Fence or Silt Fence Ditch Check, Installation	215.00	LF	$ 3.00	$ 645.00
11	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	215.00	LF	$ 0.75	$ 161.25
12	9040-108-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	215.00	LF	$ 1.00	$ 215.00
13	9040-108-T-1	Inlet Protection Device, Installation	6.00	EA	$ 250.00	$ 1,500.00
					Sub Total	$ 4,046.25
		Division 9060 - Chain Link Fence				
14	9060-108-F-0	Temporary Fence	680.00	LF	$ 15.00	$ 10,200.00
					Sub Total	$ 10,200.00
		Division 11,020 - Mobilization				
15	11020-108-A-0	Mobilization	1.00	LS	$ 7,500.00	$ 7,500.00
					Sub Total	$ 7,500.00
		Special Provisions - Non-Standard Project Items				
16	SP	Tree Protection	6.00	EA	$ 150.00	$ 900.00
17	SP	Deep-Tine Tilling - 12" Depth	22900.00	SF	$ 0.20	$ 4,580.00
18	SP	Removable Bollards	3.00	EA	$ 1,500.00	$ 4,500.00
19	SP	Irrigation System	1.00	LS	$ 14,753.75	$ 14,753.75
					Sub Total	$ 24,733.75
					TOTAL	$ 139,525.00
				CONTINGENCY	**20.00%**	$ 27,905.00
				ENGINEERING		$ 41,500.00
				TOTAL CONSTRUCTION ESTIMATE		$ 208,930.00

HISTORIC MILLWORK DISTRICT COMMUNITY SPACE

CITY COUNCIL WORK SESSION
JANUARY 20, 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CONFLUENCE

IN ASSOCIATION WITH

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL



HISTORIC MILLWORK DISTRICT COMMUNITY SPACE

PRESENTATION AGENDA:

- INTRODUCTIONS
- HMD COMMUNITY SPACE LOCATION
- HISTORIC MILLWORK DISTRICT MASTER PLANS
- PROJECT TIMELINE
- FINAL RESULTS OF ONLINE SURVEY
- PUBLIC INPUT WORKSHOP
- MERRY MILLWORK OPEN HOUSE
- DESIGN CONCEPTS
- DISCUSSION



H
M
D



01 | Community Space

HISTORIC MILLWORK DISTRICT

Dubuque, IA

0' 10' 20' 40' 80'

NORTH

CONFLUENCE

2009 HISTORIC MILLWORK DISTRICT MASTER PLAN

Historic Millwork District Master Plan

Dubuque, Iowa
Adopted by Dubuque City Council on February 16, 2009



Prepared for:
The City of Dubuque

Prepared by:
Cuningham Group Architecture, P.A.
Economics Research Associates
Jeffrey Morton Architecture

project # 05-87-04598

Places: Streets & Spaces



10th Street

10th Street: Renovated warehouse buildings will animate and define a key pedestrian connection to Downtown. Tenth Street will be a unique urban space, with reused bricks, portals to courtyards, and adapted loading docks.

Jackson Street: Partial reconstruction will include upgrades to utilities and conditions but will enable Jackson Street to retain its inherent character. Existing rail tracks, brick pavers, and other unique features will remain in place where appropriate.

Green Streets: New and reconstructed streets will irrigate landscape by collecting stormwater. On-street convenience parking, well-marked crosswalks, and ample space for amenities such as public art, seating, and lighting will contribute to the pedestrian and environmentally friendly streetscape.

Foundry Square: The Alamo Building and new plaza is a lively, year-round focal point and gathering space in the heart of the District.

Landform Park: Stormwater management, recreation, artistic features, and geothermal opportunities are some of the features Landform Park will offer.

Kirby/Farley Plaza: The plaza pair will define a key address for new commercial and office tenants and will be a significant public space along the 7th Street connection between Downtown, the District, and the Port.

As Landform Park never materialized, the green space is more important than ever

The Alamo Building and new plaza is a lively, year-round focal point and gathering space in the heart of the district

Plan Features



North
- 182 residential units

Central
- 396 residential units
- 135,000 sf office (405 jobs)

South
- 154 residential units
- 216,600 sf office (648 jobs)



A) Green streets: Rebuild District streets with high-quality streetscapes, modern utilities, on-street parking, artistic elements, and stormwater management features.

B) New development blocks: Realign Elm and Pine Streets to create three new blocks for development, open space, and stormwater management.

C) Improved connections between the District, the Port, and Downtown: Create pedestrian-friendly conditions along 10th and 7th Streets, the streets connecting Downtown, the District, and the riverfront.

D) Reprogram to two-way or calm one-way streets: Work with IDOT to examine how Central, White, 9th, and 11th Streets can become calmer urban streets.

E) A signature public open space: Build a multi-use, flexible plaza and park in the heart of the District to use for performances, concerts, markets, and to showcase sustainable practices, technologies, and artistic elements.

F) A coordinated parking strategy: Maximize on-street parking and build two medium-scaled garages when required.

G) A mix of uses: Accommodate rental and ownership housing, small and large businesses, and arts and entertainment venues in the over one million square feet already available in the District.

Throughout: Showcase the visual and performing arts, implement sustainable technologies and management solutions.

The Alamo Building, Foundry Square & Landform Park

The Plan recommends creating a significant public open space in the middle of the District. The space has two separate but related parts: 1) a plaza (Foundry Square) and a 2) stormwater feature (Landform Park). These will be built in two phases.

Foundry Square is a year-round gathering space defined by the historic Caradco buildings on two edges, the restored Alamo Building in the middle, and by the plaza design throughout. The plaza sets the District standard and tone by highlighting and showcasing the arts and sustainable technologies and techniques. Active edges animate the plaza and occupy both the ground floor and upper levels of surrounding structures.

The Alamo Building is a landmark building in the plaza. It should be renovated as a flexible space for lease to retailers, restaurateurs, or as a gallery space, with open circulation similar to a market structure.

The south edge of the Foundry Square is defined by a two-level parking structure. The parking structure has a well designed north edge, such as an art wall, for better integration with the plaza.

The bosque of trees on the east edge of Foundry Square provides shade, defines the plaza, and offers a variety of spatial experiences. The bosque can improve infiltration and increase permeability. In addition, maintaining portions of existing buildings on site creates a structured corner to the bosque and plaza.



The Alamo Building: The former Dean and Rouse Foundry.

Over time, the District's central open space can be expanded to include a green space on the east edge of the District. By realigning Elm Street, land can be reclaimed and used for redevelopment and public amenity. As the topographic low point in the District, this area is ideal for a stormwater feature/landform park (using the excavated fill from the parking structure). Like the plaza, Landform Park showcases both the arts and sustainable techniques and technologies, possibly serving as a sculpture park, geothermal field, a structured wetland, or space for a blackwater or graywater treatment plant known as a living machine.



Phase 1A: Foundry Square



Phase 1B: Landform Park





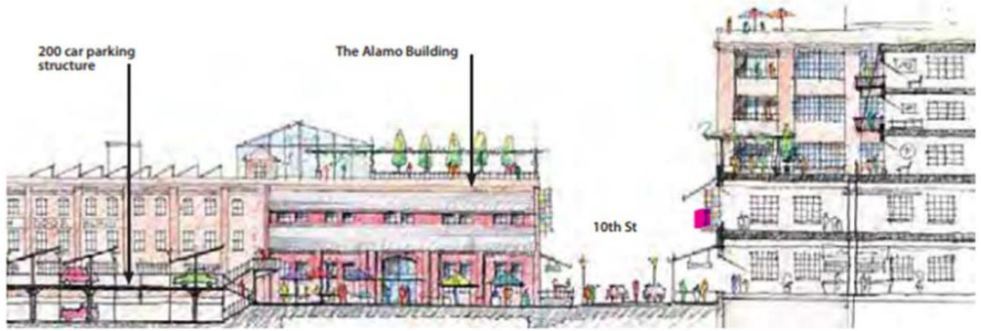








Foundry Square: The images above show some of the artistic, event-oriented, and spatial possibilities for Foundry Square.



Section through Foundry Square Looking West: Foundry Square will be a flexible space to be used for a variety of public activities. The Plaza will showcase and highlight sustainable technologies and practices.

A community park helps develop both GREEN and RED INFRASTRUCTURE

This Plan recommends maximizing community, environmental, and economic benefits through cooperation between the public and private sectors. Five infrastructure systems, or layers, provide a framework for understanding and implementing a healthy and sustainable plan that meets this criteria.

Blue Infrastructure addresses water use and treatment approaches that contribute to better water quality

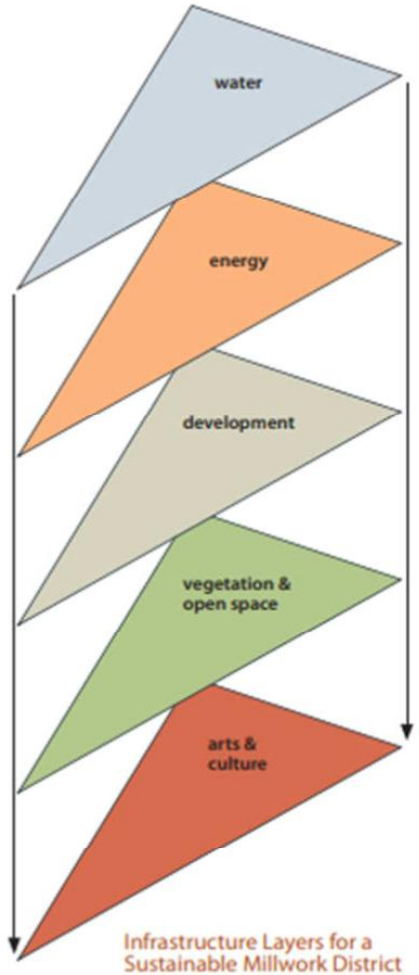
Orange Infrastructure includes efficient electrical, heating, and cooling systems that minimize the District's carbon footprint.

Gray Infrastructure includes buildings, parking, streets, and other redevelopment that is essential to establishing a viable mixed-use neighborhood.

Green Infrastructure includes vegetation, parks, and open space that contribute to a healthy ecosystem, better air and water quality, and improved public life.

Red Infrastructure includes arts and cultural spaces, amenities, and expressions that reinforce the identify of an area.

The following section introduces each infrastructure system in detail, and makes recommendations for implementation at both the District scale and building scale.



Infrastructure Layers for a Sustainable Millwork District

GREEN INFRASTRUCTURE

Recommendations: District Scale

Create parks, plazas, and courtyards to improve public life, to offer "breathing" space within the compressed urban environment, to diversify habitat options, and to provide some local food sources.

- Build a large, central public gathering place around the Alamo Building.
- Create a stormwater collection area that also functions as an art and landform park on the east side of the District.
- Build small plazas on 5th Street at the Kirby and Farley and Loetscher building entrances.
- Open internal courtyards to people visiting and living in the District.
- Encourage community gardening.

Plant a variety of trees within parks and plazas to provide a hospitable environment for people and to offer habitat, shelter, and food for desirable urban wildlife.

- Plant a bosque of trees in the central gathering space.
- Plant both deciduous and coniferous varieties of trees where appropriate.

RED INFRASTRUCTURE

Recommendations: District Scale

Expand park and plaza space by temporarily closing streets for events.

- Promote performing arts and parades in streets.
- Support markets and festivals in and along streets.
- Use streets for overflow seating during outdoor movies, concerts, and theater performances.

Design plaza and park space to support the arts.

- Create places for performances and concerts.
- Incorporate sculpture, landform, and creative paving patterns.

Install and promote the arts in interior courtyards, passages, rooftops, and on secondary building facades.

- Allow sculptural elements in roof gardens.
- Paint murals on courtyard and passage walls.
- Create space for small outdoor concerts and performances.

2024 HISTORIC MILLWORK DISTRICT MASTER PLAN

Historic Millwork District Master Plan Update

Dubuque, Iowa
May 2024

DUBUQUE MILLWORK DISTRICT



Prepared for:
City of Dubuque

Prepared by:
Bolton & Menk Inc.

BOLTON & MENK
Real People. Real Solutions.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

A Community Space (and redevelopment of remaining buildings) are the two most catalytic projects in the plan.

BUILT ENVIRONMENT

PRIORITY PROJECT

B1a: Design and construct a Community Space adjacent to the Alamo Building

The plan recommends creation of a prominent, year-round, community space

Throughout the gathering of public input, some of the most common terms that were brought up were, "green", "community", "public art" and "performance space". While these amenities could be provided within some of the existing buildings, the plan recommends creation of a prominent, year-round, community space adjacent to the Alamo Building to serve as the heart of the District.

In contrast with the ample square footage inside the buildings of this district, there is relatively little available outdoor space to provide a sizeable community gathering space required to accommodate so many of the amenities requested by the people of Dubuque. The only outdoor site in the Historic Millwork District with appropriate scale, visibility, and adjacent context is the existing surface parking lot to the east of the Alamo Building. While this lot is currently utilized, parking does not provide the most public good to the District at this location. The ongoing parking study has also identified multiple alternative solutions to provide additional parking in the District if this lot were no longer available.

Parking does not provide the most public good to the district at this location

community space is an opportunity to provide the luminous, vibrant, verdant, public "face" that highlights District brand, but the intention of the District to be a r tourists and residents alike. It could facilitate a variety ng throughout the year such as a winter pop-up ice rink, performances, food truck festivals, craft markets, and re events. Green infrastructure and other built features tive and passive recreation opportunities will activate a daily basis, and provide a comfortable urban oasis for rs and residents.



1. PASSIVE RECREATION FOR FLEXIBLE USE
2. OUTDOOR SEATING AREA AND EVENT SPACE
3. REPURPOSED ALAMO BUILDING
4. OPPORTUNITY FOR TEMPORARY STREET CLOSURE AND PUBLIC EVENTS
5. LANDMARK AND BRANDING OPPORTUNITY
6. EXISTING PEDESTRIAN CROSSWALK

Note. Community space rendering is a preliminary concept. Additional design study including a robust public input process should be included in the next stages of design to to tailor space programing based on community input and feedback.


Kiener Plaza - St. Louis, MO


Pulaski Park - Northampton, MA



City Line - North Dallas, TX


Klyde Warren Park - Dallas TX

Precedent Imagery
Seasonality is a key consideration for the design of this public space. Activating the space with community events, local performances, and scheduled food truck events can provide existing residents and visitors new experiences and a reason to spend time together outdoors.

A Community Space (and redevelopment of remaining buildings) are the two most catalytic projects in the Plan. As shown in the Executive Summary, a Community Space supports and catalyzes many of the remaining recommendations while also supporting the District's assets and mitigating it's liabilities.

The City has allocated funds for the Park, however it is likely additional funds will be needed to ensure the park has the features and amenities needed to be support year round programming, community gathering, and the range of activities envisioned by the community.

It is important that this space be a public asset - for all of Dubuque. As a destination for all and a community wide asset it will help the growth, vibrancy and serendipity of the District.

In order to move this recommendation forward the City should issue an RFP for Design Services for Schematic Design of Community Space. RFP scope should include:

- Environmental study to determine subsurface conditions and constraints.
- Public and private stakeholders
- Robust public input from the broad community
- Estimate of probable cost
- An Implementation strategy (phasing and funding)
- An operations and maintenance plan.

Economy:

PRIORITY PROJECT **E1c: Implement a parking management strategy that ensures adequate and well-utilized parking for all users**

A downtown parking and mobility plan was conducted at the same time as this master plan update. The findings from that study helped inform the recommendations in this plan.

Access to parking is important to support growth in the District and downtown and i
city should leverage
to manage parking r
experience for the u

The primary finding
Plan is that downtov
effectively managed, which leads to a perception of scarcity and inconvenience.

With approximately 600 publicly-owned off-street parking spaces in the District (in one ramp and three surface lots), and several thousand publicly-owned spaces within three blocks of the District, and current observed utilization of those spaces being relatively low, there is adequate parking supply in and around the District to support near term growth of the District.

In order to utilize the full complement of parking resources within a few blocks of the District, users will have to reorient their expectations from "parking in the middle of the District" to "parking along its edges". This will be increasingly important when the Alamo Lot is redeveloped as a community park.

In concert with the Downtown Parking and Mobility Plan, this plan recommends:

- **PRIORITY**: Invest in new parking payment collection, ac
control, and permitting technologies that enable the City
appropriately operate and manage all off-street surface l
and ramp parking in the District for optimal use efficienc
balancing the needs of residents, visitors and employees
- **PRIORITY :** Invest in wayfinding, lighting, and pedestria
connectivity to enable safe travel around the District and
to connect between the District and the rest of downtown.

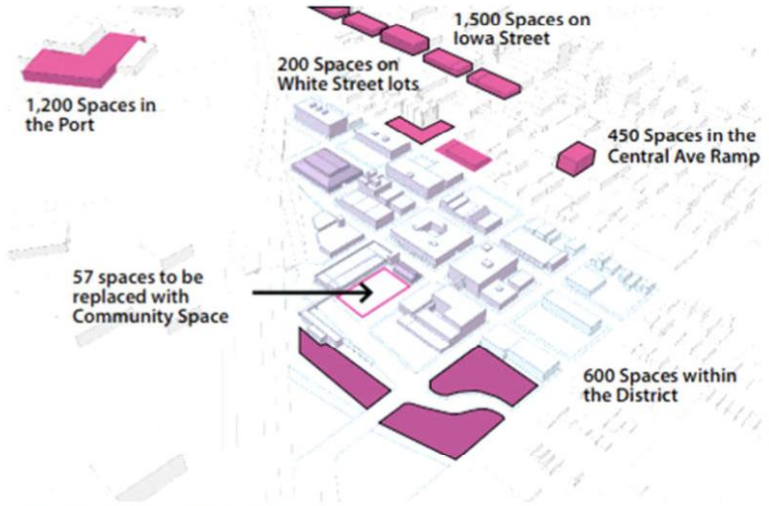
Special attention should be given to the Elm Street Lots that are highly underutilized yet only a block away from the District.

- **PRIORITY:** Engage the county in a partnership to better utilize parking around the county courthouse.
- ss and control of new surface
cly managed supply of
of city purchase and/or
owners.
- ing and curb areas in the
hese areas for use by curb loading and unloading, short-term parking, and other flexible curb uses.
- Consider partnerships with developers that transition surface lots to redevelopment while maintaining the public supply of parking via on-site (e.g., podium) parking. This protects overall parking supply while removing surface parking lots, which are a deterrent to walkability and urban form.
- Encourage shared parking (either between private parties, or between the city and a private party) to encourage efficient parking utilization.
- Continually monitor the issuance of parking permits for access to public-owned and operated off-street facilities, as well as the utilization of these facilities by permitted and non-permitted

With approximately 600 publicly-owned off-street parking in the district… there is adequate parking supply in and around the district.

Users will have to reorient their expectations from "parking in the middle of the district" to parking along its edges". This will be increasingly important when the Alamo lot is redeveloped as a community park.

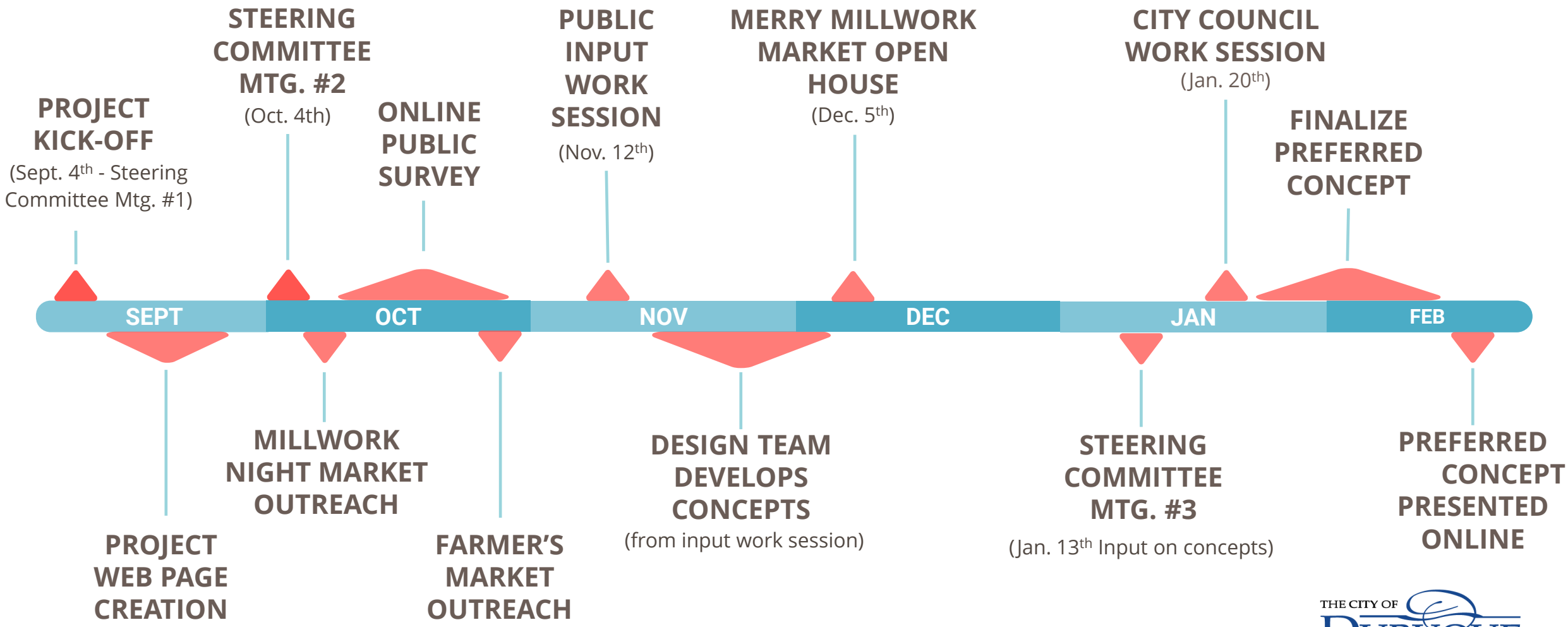
Special attention should be given to the Elm Street lots that are highly underutilized



Parking in and around the District
As the District develops it will have to utilize existing parking spaces along the edges and a block or two away from the District. In order to support a high quality pedestrian environment, public expectations will have to transition from "parking in the middle" to "parking on the edges" of the District.

HMD COMMUNITY SPACE PROJECT TIMELINE

2025-2026



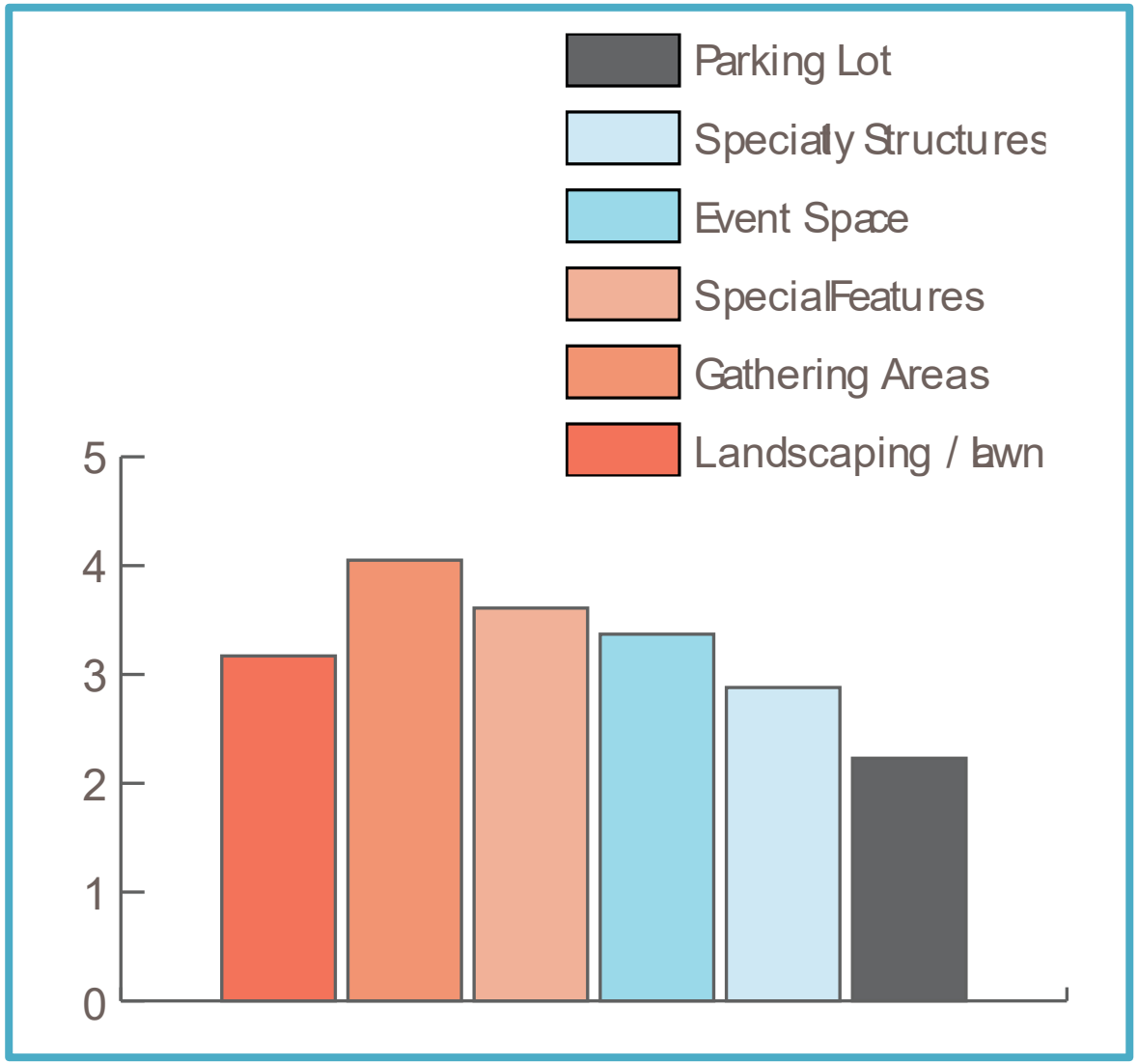
THE CITY OF DUBUQUE
Masterpiece on the Mississippi



FINAL SURVEY RESULTS SUMMARY



FINAL ONLINE SURVEY RESULTS
Prioritization of improvements:



FINAL ONLINE SURVEY RESULTS

What activities or features are suitable?





PUBLIC INPUT WORKSHOP

NOVEMBER 12, 2025



PUBLIC WORKSHOP "CHIP GAME"



PUBLIC WORKSHOP "CHIP GAME"



PUBLIC WORKSHOP "CHIP GAME"



PUBLIC WORKSHOP "CHIP GAME"



PUBLIC WORKSHOP "CHIP GAME"



PUBLIC WORKSHOP
“CHIP GAME”



PUBLIC WORKSHOP
“CHIP GAME”



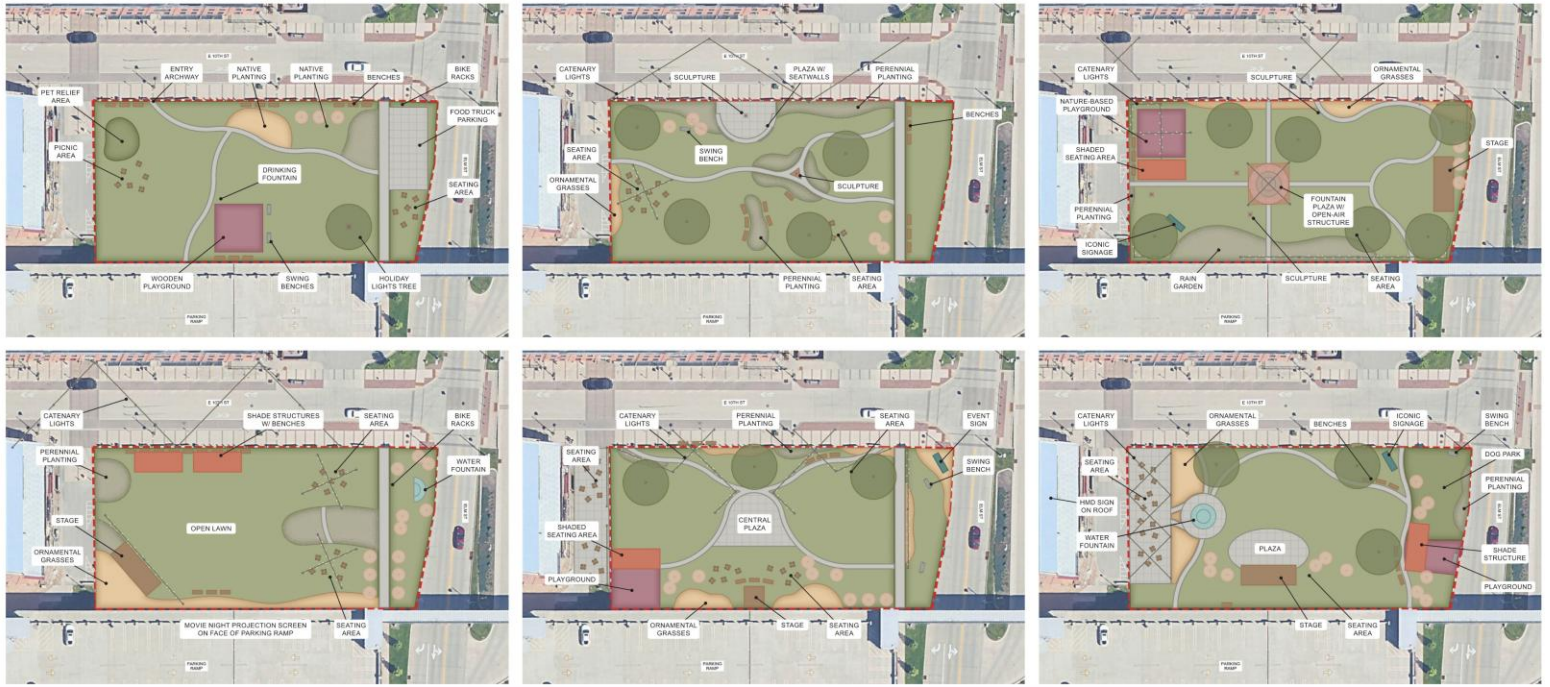
PUBLIC WORKSHOP "CHIP GAME"

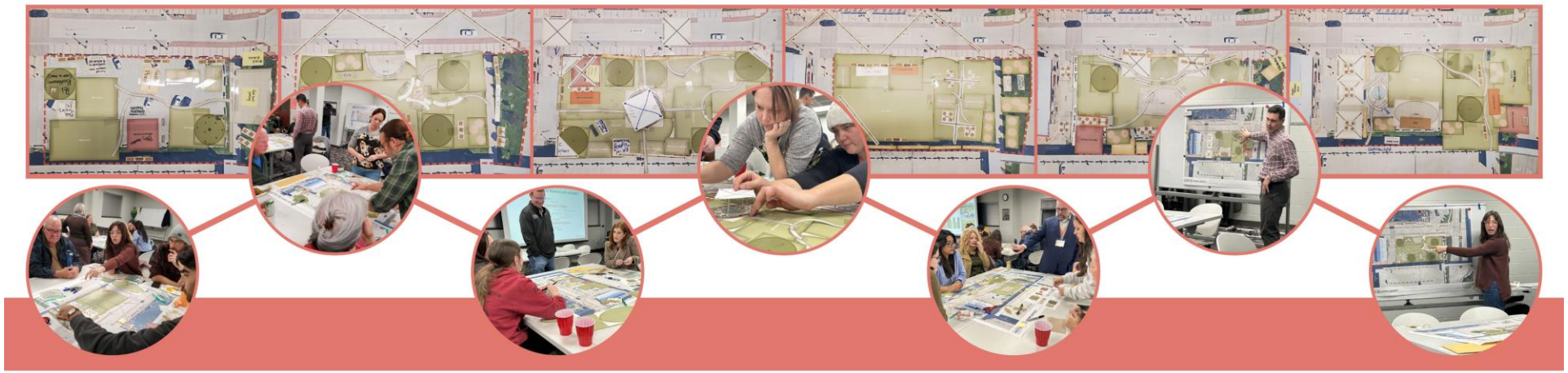


PUBLIC WORKSHOP - RESULTS

PROJECT GOALS:

- Connect the district to the community through improved transportation
- Continue to develop a strong sense of place
- Create new green spaces and gathering areas
- Preserve the historic infrastructure
- Promote this space as a hub for arts and creative endeavors
- Foster a sustainable pedestrian friendly environment
- Attract residents and a variety of mutually beneficial businesses







MERRY MILLWORK MARKET

DECEMBER 05, 2025



MERRY MILLWORK MARKET OPEN HOUSE



MERRY MILLWORK MARKET OPEN HOUSE



MERRY MILLWORK MARKET OPEN HOUSE



MERRY MILLWORK MARKET OPEN HOUSE

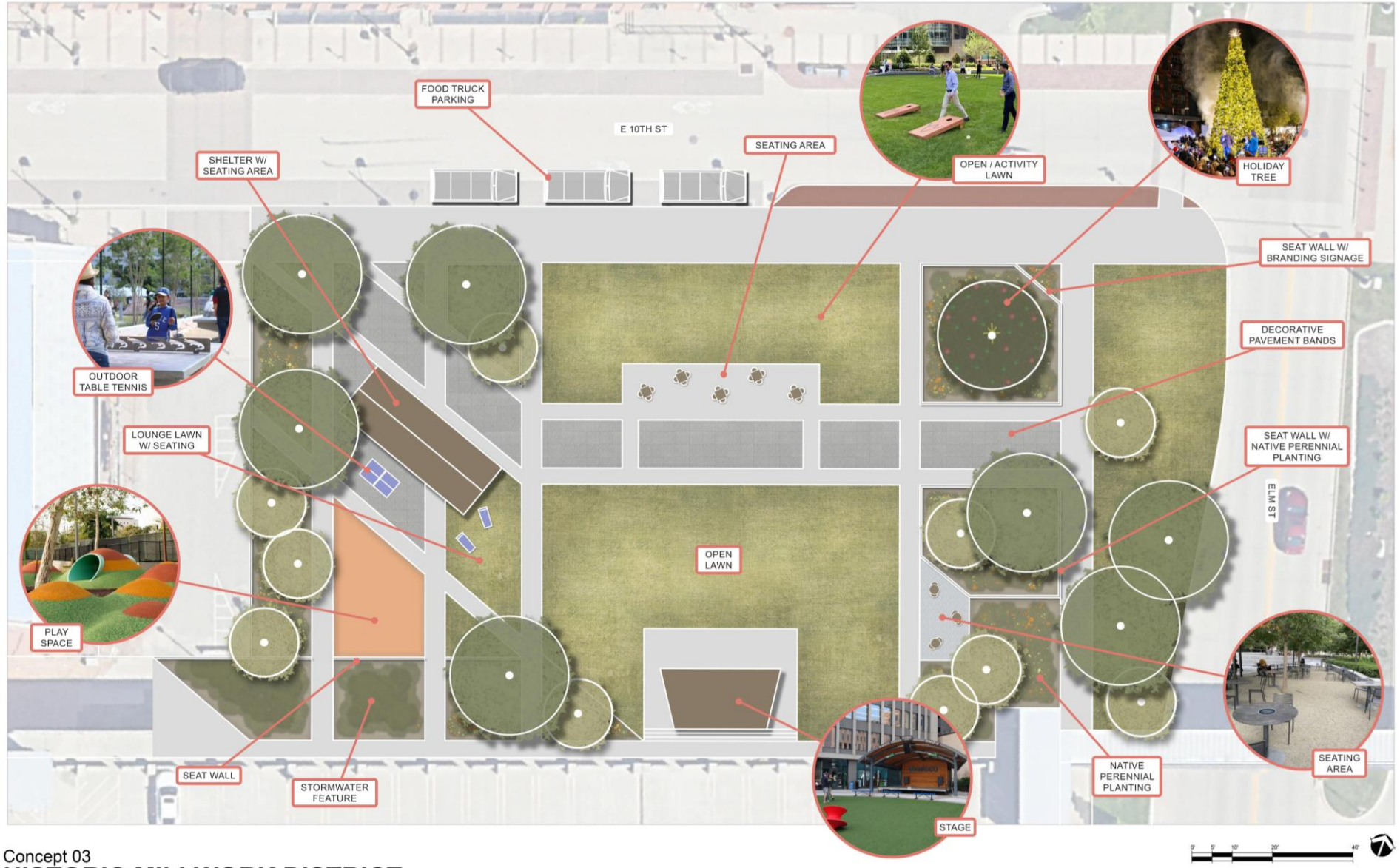


THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CONCEPT 3

COMMENTS:

- LIKE THE NATIVES IN THE STORMWATER SWALE
- LOVE THE TABLE TENNIS IDEA AND AMENITIES
- LOVE THE PATIO
- NEEDS MORE GREEN SPACE

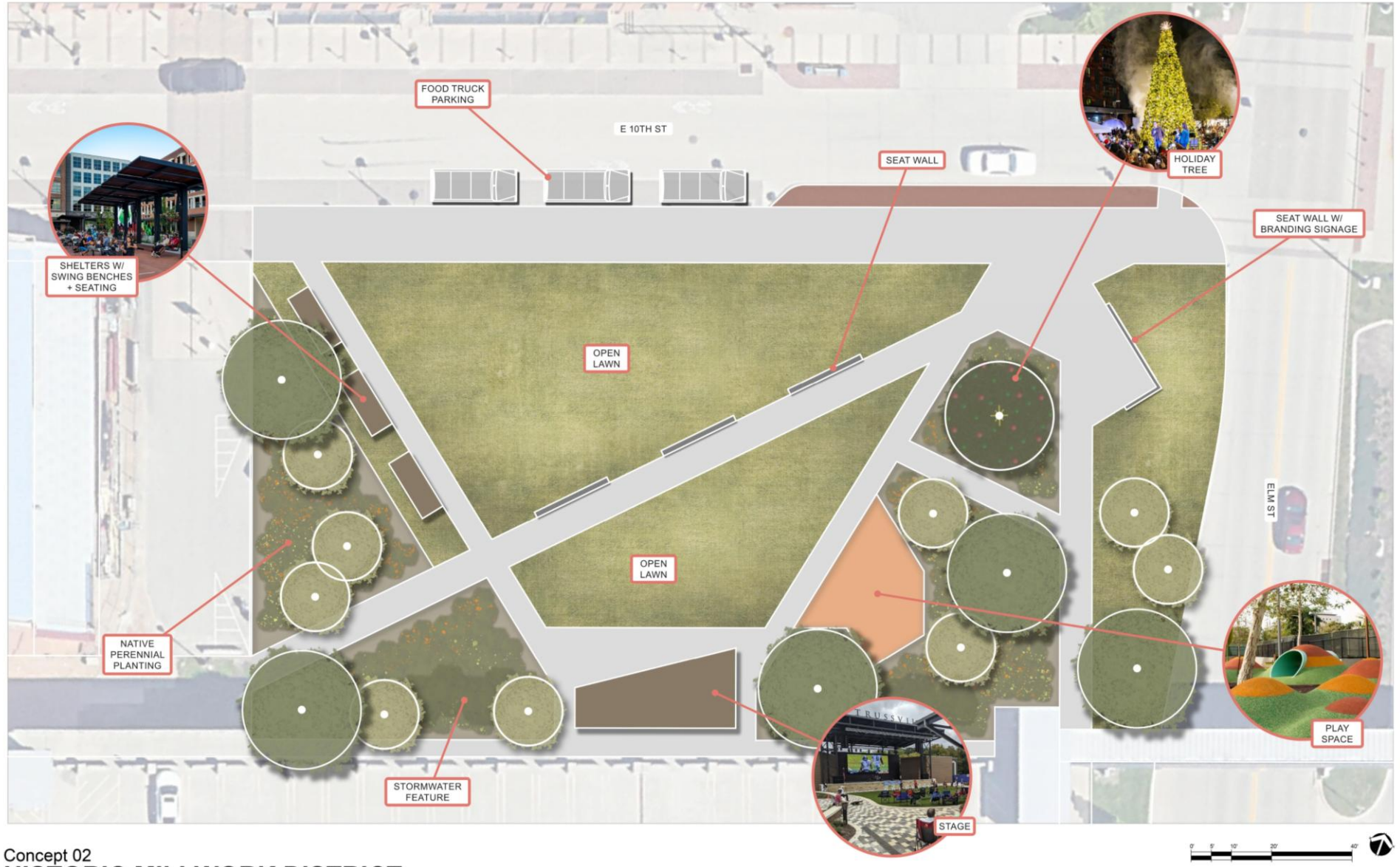


Concept 03
HISTORIC MILLWORK DISTRICT

CONCEPT 2

COMMENTS:

- LOVE THE HOLIDAY TREE!
- SO STYLISH LOVE THE ASYMMETRY
- LOVE THE PLAY SPACE



Concept 02
HISTORIC MILLWORK DISTRICT

CONFLUENCE

December 05, 2025 | 24463

CONCEPT 1 – MOST PREFERRED CONCEPT

COMMENTS:

- GREAT CONCEPT!
- LOVE THE UPPER/LOWER LAWN
- LOVE THE FEEL OF THE EVENT SPACE
- LIKE THE CURVES
- ADD FUTURE ICE RINK AREA (LOWER LAWN AREA)
- LIKE THE ART PIECES TO ATTRACT PEOPLE
- LOVE THE PLAY SPACE



Concept 01
HISTORIC MILLWORK DISTRICT

CONCEPT 1A

MODIFIED CONCEPT ADDS ANGLED PARKING:

- ADDS 10 PARKING SPACES
- REDUCES PARK SIZE/GREEN SPACE
- ELIMINATES PLAY SPACE
- IMPEDES PEDESTRIAN FLOW
- HEADLIGHTS SHINE ONTO PARK
- IMPACTS SENSE OF PLACE/FEEL
- IMPACTS FLOW BETWEEN 10TH ST. & GREEN SPACE FOR EVENTS



Concept 01A
HISTORIC MILLWORK DISTRICT

CONFLUENCE

SIGNAGE & WAYFINDING PUBLIC EDUCATION

- LOCATION OF PARKING OPTIONS
- DIRECTION TO ACCESS PARKING/ENTRANCES
- COSTS (PERMITS, FEE-BASED, FREE 5PM-8PM, etc.)
- CAPACITY – (RAMP COUNTERS, LOTS SIZE ON MAPS, etc.)



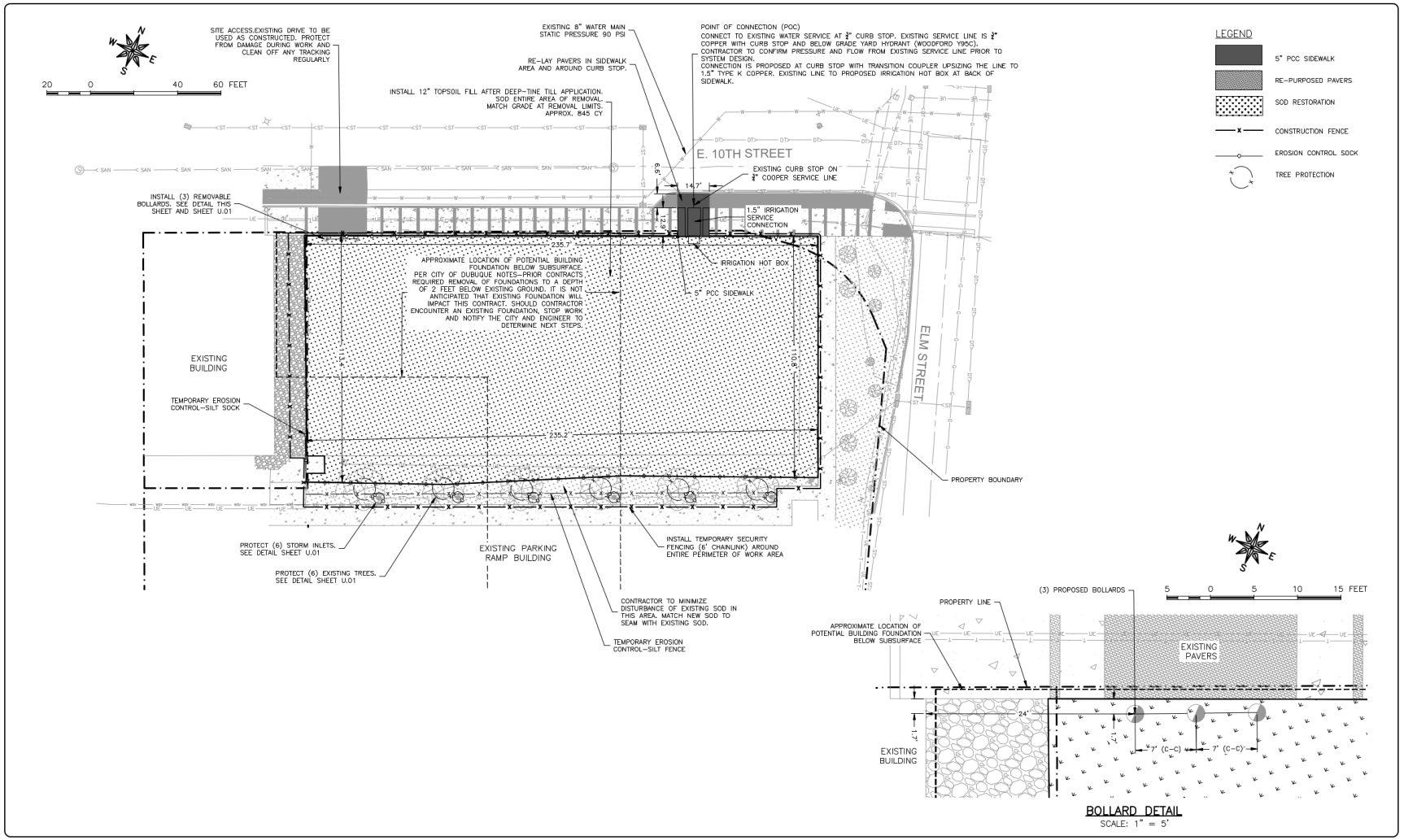








INTERIM PARK PLAN



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUE, IOWA 52001

PROJECT AND LOCATION:
HISTORIC MILLWORK DISTRICT
OUTDOOR COMMUNITY SPACE
DUBUQUE, IOWA

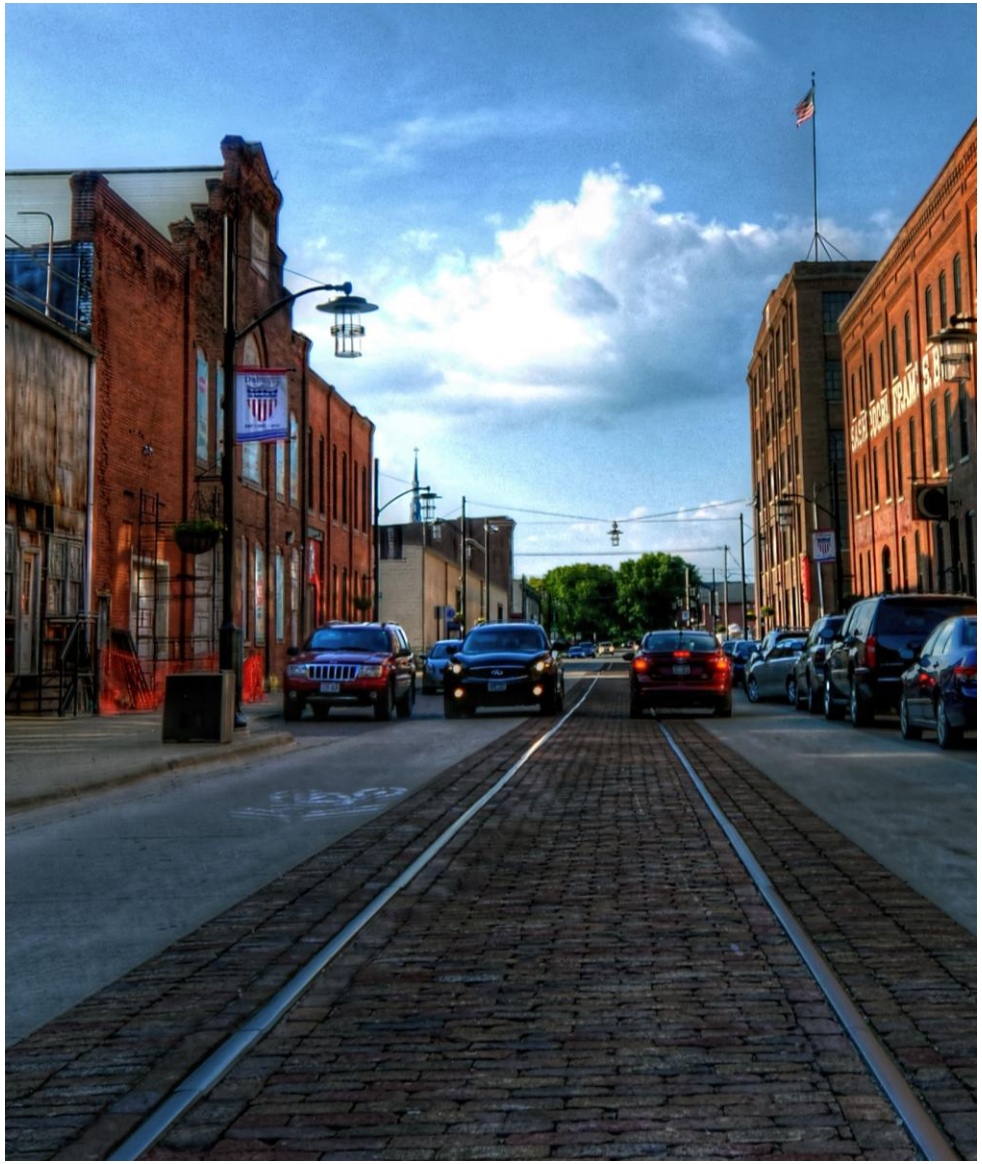
DRAWN BY: KMT
APPROVED BY: RMW
DATE: 12/17/25
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: SITE PLAN
SET TYPE: FINAL
JOB NUMBER: 24-1801
SHEET NUMBER: D.01

PLOT DATE: 12/16/25
© 2025 FEHR GRAHAM

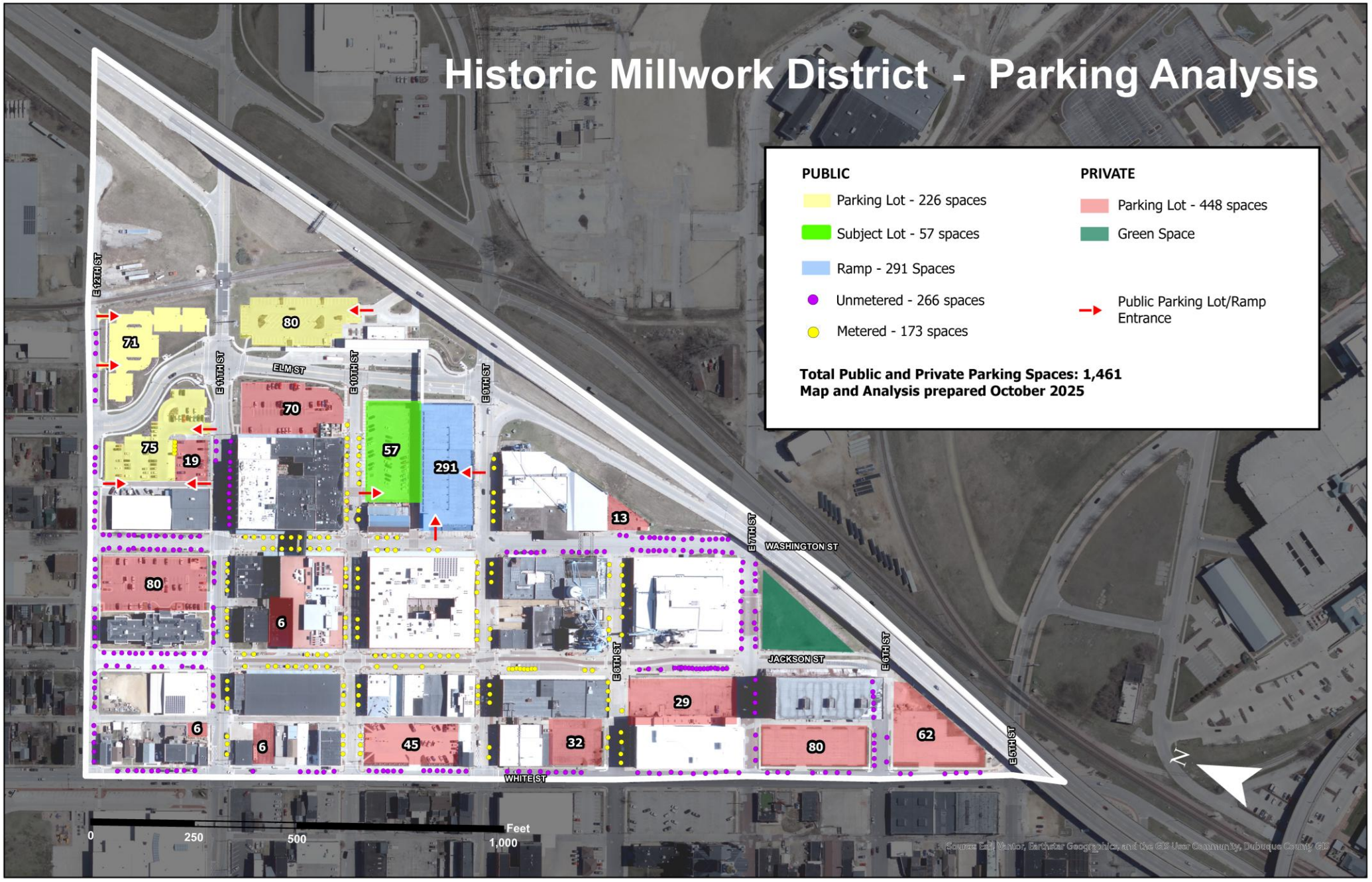


DISCUSSION



H
M
D

Historic Millwork District - Parking Analysis



Thank You!

https://engage.thinkconfluence.com/historic-millwork-district

https://www.cityofdubuque.org/116/Historic-Millwork-District-Revitalizatio

CONFLUENCE

THE CITY OF DUBUQUE
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FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Copyrighted
January 20, 2026

City of Dubuque
City Council

PRESENTATIONS
 # 1.

ITEM TITLE: Recognize Grand River Center for 2026 EXHIBITOR Magazine Centers of Excellence Award

SUMMARY: Grand River Center and Oak View Group (OVG 360) staff will be recognized for their recent Special Award in EXHIBITOR Magazine's 2026 Centers of Excellence Awards.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo
2. Memo 26-1-20 MVM GRC Recognized with EXHIBITOR Magazine Special Award

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Recognize Grand River Center 2026 EXHIBITOR Magazine Centers of Excellence Award

DATE: January 14, 2026

Parks and Recreation Director Matthew Kalcevich is submitting information for the City Council to recognize Grand River Center and Oak View Group (OVG 360) staff for the recent Special Award in the EXHIBITOR Magazine's 2026 Centers of Excellence Award. Matthew Kalcevich and Ryan Bonifas, Oak View Group Grand River Center and Five Flags Civic Center, General Manager will both be in attendance.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Ryan Bonifas, Grand River Center and Five Flags Civic Center, General Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Recognize Grand River Center 2026 EXHIBITOR Magazine Centers of Excellence Award

DATE: January 13, 2025

INTRODUCTION

The purpose of this memo is to request time for the City Council to recognize Grand River Center and Oak View Group (OVG 360) staff for the recent Special Award in the EXHIBITOR Magazine's 2026 Centers of Excellence Award.

BACKGROUND

Oak View Group, operators of the Grand River Center, has been recognized with a Special Award in the 2026 Centers of Excellence Awards, presented by *EXHIBITOR Magazine*. The Grand River Center was named Best Convention Center (Less Than 100,000 Square Feet of Exhibit Space), earning the top honor among three finalists in the category.

This list of finalists included convention centers from:

- Grand River Center
- Albany Capital Center
- Overland Park Center

The other Special Award winners, based on exhibit hall square footage, were McCormick Place, the Indiana Convention Center and Lucas Oil Stadium, and the Greater Columbus Convention Center.

Being included alongside these other facilities highlights the exceptional quality, service, and performance of the Grand River Center. These finalists for "Best Convention Center (Less Than 100,000 Sq. Ft.)", reflecting strong client feedback, high exhibitor satisfaction, and operational excellence.

This recognition showcases the Grand River Center's excellence across five key areas: facility functionality, event service and execution, location, upgrades and sustainability

initiatives. This recognition reflects the Grand River Center's ongoing focus on providing outstanding service and delivering successful events of all sizes. The venue hosts a wide range of events, including conventions, trade shows, corporate meetings, sporting events like cheer, dance, MMA, etc., weddings, and community gatherings, making it a trusted and flexible space for organizers and attendees.

The Grand River Center uses modern amenities, adaptable event spaces, and an experienced on-site team, while playing an important role in supporting local tourism and contributing to the economic impact of Dubuque and the surrounding tri-state area.

The Grand River Center has had a strong year, due to the success of its on-site edible garden and microgreens program. The produce grown through these sustainability efforts is regularly incorporated into event menus, adding a fresh element to the guest experience. With several new projects coming up, the Grand River Center looks forward to continuing this momentum. Receiving this award highlights the Center's commitment to growth, innovation, and serving the Dubuque community, with even more to come.

Being recognized with this award only furthers to motivate the Grand River Center team to continue setting higher standards and creating unforgettable experiences for every client and guest. This honor reflects their team's unwavering dedication to excellence and their ongoing commitment to providing an unparalleled event experience along the scenic Mississippi River.

ACTION REQUESTED

I respectfully request time for the City Council to recognize Grand River Center and OVG staff for this recent award.

cc: Ryan Bonifas, Grand River Center and Five Flags Civic Center, General Manager

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of January 5, 2026; Airport Commission of October 28, 2025; Arts and Cultural Affairs Advisory Commission of September 30, October 28, and November 18, 2025; Library Board of Trustees of August 28, September 25, and November 20, 2025; Proof of Publication for City Council Proceedings of December 15, 2025; Proof of Publication for Expenditure Reports presented at the December 15, 2025 City Council meeting.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 1 5 26 City Council Minutes
2. Airport Commission Minutes of October 28 2025
3. Arts Commission Minutes October
4. Arts Commission Minutes September
5. Arts Commission Minutes November
6. August_28_Library Board Minutes
7. September_Library Board Minutes
8. November_20_Library Board Minutes
9. City Council Proceedings of December 15, 2025
10. Proof of Publication for Expenditure Reports

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on January 5, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker, Resnick, Roussell, Sprank, Staver, 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

SWEARING-IN

1. Swearing-In of Elected Officials and Mayor Pro Tem: Mayor-Elect Brad Cavanagh, Council Members-Elect Chris Staver, Tyson Leyendecker, and Danny Sprank, and Mayor Pro Tem David Resnick were sworn in.

PROCLAMATIONS

1. Human Trafficking and Modern-Day Slavery Prevention Month (January 2026) was accepted by Mary Lechtenberg on behalf of the Coalition Against Human Trafficking and Sexual Exploitation.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of December 15, 2025; Cable TV Commission of November 19, 2025; Historic Preservation Commission of October 16, 2025; Library Board of Trustees Update of November 20, 2025; Zoning Board of Adjustment of November 20, 2025; Proof of Publication for City Council Proceedings of December 1, 2025; Proof of Publication for Expenditure Reports presented at the December 1, 2025 City Council meeting. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Joseph Mayefski for vehicle damage; William Odefy for property damage; Steven Palmer for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Joseph Mayefski for vehicle damage; William Odefy for property damage; Lindsey Williams 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. 1-26 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. Acceptance of Public Improvements in Vintage Estates Subdivision: Upon motion the documents were received and filed, and Resolution No. 2-26 Accepting Public Improvements In Vintage Estates In The City Of Dubuque, Iowa was adopted.

6. Request of Approval CY2026 Civil Service Alternative Process for Police and Fire Hiring: City Manager recommended City Council adopt the change to forego the Civil Service Approval process as allowed under Iowa Code 400.12A and again authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. Upon motion the documents were received, filed, and approved.

7. Signed Contracts: Axon for the Prepared Assist Communications Service; Cintas for Uniform Product Rental and Workplace Services Products; Clarke University for clinical learning experiences for BSN Nursing Students; FEH Design for the Five Flags Civic Center Fire Escape Inspection; Manders Quality Concrete for Paver Installation; Racom Corporation for the 5th Street Ramp Camera Replacement; Zephyr Aluminum Products, Inc. for the ImOn Ice Arena ADA Swing Door Actuator Installation. Upon motion the documents were received and filed.

8. Mediacom Rate Change Notification Letter: Correspondence from Ryan Young, Government Relations Director with Mediacom, informing the City of video programming changes and rate adjustments. Upon motion the documents were received and filed.

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. Setting a Public Hearing to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC: Upon motion the documents were received and filed and Resolution No. 3-26 Setting A Public Hearing To Consider The First Amendment To The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra Usa Grain, LLC 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 January 20, 2026 in the Historic Federal Building.

2. Grand Harbor Hotel - Assignment of Development Agreement: Upon motion the documents were received and filed and Resolution No. 4-26 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG Hospitality, LLC, Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Development Agreement, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 20, 2026 in the Historic Federal Building.

3. Grand Harbor Hotel - Assignment of Lease Agreement: Upon motion the documents were received and filed and Resolution No. 5-26 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Lease Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG

Hospitality, LLC, Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Lease Agreement, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 20, 2026 in the Historic Federal Building.

PUBLIC HEARINGS

1. Tanglewood Court Storm Sewer Extension Project Public Hearing: Motion by Resnick to receive and file the documents and adopt Resolution No. 6-26 Tanglewood Court Storm Sewer Extension Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. In response to questions, Van Milligen and City Engineer Gus Psihoyos confirmed that the project is fully budgeted. Psihoyos noted that the storm sewer issue was identified several years ago and temporarily stabilized, and this project will provide a permanent solution. Motion carried 7-0.

2. Disposal of City Owned Property North of Cedar Crest Court: Motion by Wethal to receive and file the documents and adopt Resolution No. 7-26 Disposing Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To Agreements Between The City Of Dubuque And JJR Investments, LLC And Between The City Of Dubuque And BNZ Properties, LLC. Seconded by Roussell. In response to a question, Brumwell explained that a quit claim deed transfers the property as-is and without any warranty. Motion carried 7-0.

3. Resolution Approving a Development Agreement by and Between the City of Dubuque, Iowa and GT Novelty Condos, LLC, Including the Issuance of Urban Renewal Tax Increment Revenue Obligations: Motion by Roussell to receive and file the documents and adopt Resolution No. 8-26 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Gt Novelty Condos, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Karl Stieglitz, 533 Lowell St., spoke in opposition to using Tax Increment Financing (TIF) for the project. Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC), 205 Hill St., spoke in support of the project. Developer Tom Kelzer, 9565 Royal Wood Dr., emphasized the need for housing and the importance of TIF support. Breitfelder stated that written input was received from Paul Kern, 74 S. Grandview Ave., and Luis Del Toro, 901 Gilliam St. In response to questions, Economic Development Director Jill Connors summarized the Housing Creation Grant Program and TIF. Van Milligen clarified that developers cannot collect rebated tax increases on levies passed by referendum, such as those from the Dubuque Community School District and Northeast Iowa Community College. Van Milligen also stated that incentive programs were created in public meetings and, while consistent, are adaptable based on new information. Kelzer addressed questions on condominium financing, noting many buyers are expected to pay in cash after selling their current homes to downsize. Council members expressed support for the project, citing the need for additional condominium housing in the community. They noted that the developer met all requirements for city incentives and that broader housing incentive policy concerns were outside the scope of this discussion. Motion carried 7-0.

4. Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank: Motion by Resnick to receive and file the documents and adopt Resolution No. 9-26 Approving A Subordination Agreement By And Among The City Of Dubuque, Iowa, Masterpiece Properties, LLC, And Mound City Bank For Interest In City Properties Located At 675 W 3rd Street And 677 W 3rd Street. Seconded by Wethal. Brumwell confirmed that state law requires a public hearing to approve subordination agreements. Van Milligen and Brumwell acknowledged that while subordinating a loan carries some risk, they are not aware of any instances where the city has incurred a loss as a result. They also noted that the city retains the

option to buy out the primary lender if necessary. Motion carried 7-0.

PUBLIC INPUT

Incoming President and CEO of Greater Dubuque Development Corporation (GDDC) Jason White shared his excitement about working with the City Council in his new role.

ACTION ITEMS

1. Approving the First Amendment to the Development Agreement by and Between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the Redevelopment of 1550 Elm Street: Motion by Sprank to receive and file the documents and adopt Resolution No. 10-26 Approving The First Amendment To The Development Agreement By And Between The City Of Dubuque And Greater Dubuque Impact Investment Fund. Seconded by Wethal. Motion carried 7-0.

2. Annual Review of Mayor and City Council Board and Committee Appointments: Motion by Roussell to receive and file the documents and refer to the City Council for discussion. Seconded by Resnick. During the discussion of board and committee assignments, the City Council identified the following changes to appointments: Dubuque Area Convention & Visitor's Bureau - Travel Dubuque Board of Directors: Staver (replacing former Council Member Ric Jones); Dubuque Metropolitan Area Solid Waste Agency Board: Wethal (replacing Jones); Dubuque Racing Association Board of Directors: Staver (replacing Jones); Dubuque Initiatives: Leyendecker (replacing former Council Member Susan Farber); and Dubuque Area Convention & Visitors Bureau - Travel Dubuque Sister City Committee: Leyendecker (replacing former Council Member Farber). Motion amended by Roussell to receive and file the documents and approve the changes made to appointments. Seconded by Resnick. Motion carried 7-0.

3. Work Session Requests - Greater Dubuque Development Corporation Quarterly Updates: Motion by Roussell to receive and file the documents and to reschedule the previously scheduled work session from January 20 to February 16, 2026, at 6:00 p.m., and schedule additional work sessions for April 20, 2026, July 20, 2026, October 19, 2026, and January 19, 2027, at 6:00 p.m. Seconded by Resnick. Motion carried 7-0.

4. Work Session Request - Historic Millwork Outdoor Community Space Update: Motion by Sprank to receive and file the documents and schedule the work session for January 20, 2026, at 6:00 p.m. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Cavanagh welcomed new Council Members Leyendecker and Staver. He also reported on the annual legislative dinner and the City's new Director of Strategic Partnerships, Anderson Sainci.

Roussell reported on the Bread of Life Presbyterian Church food distribution event, meeting with the new council members, meeting the new HACAP CEO Matt Majeski, and her service as the HACAP Board Treasurer.

Leyendecker thanked city staff for preparing the agenda and materials, and reported on his department orientation meetings and his excitement for council service.

Staver expressed appreciation for assistance with his onboarding to the City Council and commented on the meeting.

Wethal reported on the Dubuque Pride Family Holiday Dinner and commended Sprank's involvement.

In response to Staver's reflection on his first meeting, Resnick stated his intent to approach City Council meetings with an open mind.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:32 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING

Tuesday, October 28, 2025
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (on phone), Mark Beasley (on phone), Jenny Messerich (on phone), Eric Scott/Foth (on phone)

GUESTS: University of Dubuque students

AIRPORT COMMISSION MINUTES

Commissioner Ron Vaughn moved to approve the Airport Commission Minutes of September 23, 2025 and October 9, 2025. Commissioner Bob Woodward seconded the motion. The motion passed unanimously.

RECOGNITION

None.

ITEMS SET FOR PUBLIC HEARING

None.

PUBLIC HEARING.

None.

PUBLIC INPUT

None.

ACTION ITEMS

1. Relocate Taxiway A – Phase 5 Design and Bidding (Task Order 23): Commissioner Bob Woodward moved to approve Resolution No. A1700-1-2025 Authorizing an Agreement for Engineering Services for Relocate Taxiway A – Phase 4 Design and Bidding Project (FAA Phase 5). Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.
2. GA Apron Reconstruction – Phase 2 Design and Bidding (Task Order 22): Commissioner Ron Vaughn moved to approve Resolution No. A1600-1-2025 Authorizing an Agreement for Engineering Services for Reconstruct GA Apron – Phase 2 Design and Bidding Project. Commissioner Mariann Kurtz Weber seconded the motion. The motion passed unanimously.

3. Information provided to Airport Commission on annual election of officers as required by City of Dubuque Code of Ordinances.

STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided the monthly budget summary, invoice summary, general aviation update, airport projects update, and correspondence since the last Commission meeting. City of Dubuque Public Information Officer Randy Gehl provided an update on air service marketing.

COMMISSIONER MEMBER REPORTS

Commissioner Mariann Kurtz Weber spoke on airport authority, structure of governance, federal advocacy, marketing, and outreach in the coming months.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is December 2, 2025.

Commissioner RJ Blocker moved to adjourn the meeting at 5:10 p.m. Commissioner Ron Vaughn seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, October 28, 2025
Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Gail CHAVENELLE; Shirley DAVIS-ORWOLL; Nick HALDER (chair)

Commissioners Absent: Doug DONALD; Jessica OCHOA

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

Public Present: None

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 3:33 PM.

2. **Roll Call**

   Roll call was skipped due to no public being present at the start of the meeting.

3. **Review and Approve Minutes from September 30, 2025.**

   CHAVENELLE motions to accept minutes, HALDER seconds. No further discussion. Vote 2 in favor (CHAVENELLE; HALDER), 2 abstain (BARBA; DAVIS-ORWOLL)

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

   SPURLING reported that the proposed Commission ordinance changes have been resubmitted to the City's legal department for review.

SPURLING provided an update on the Bloomberg Asphalt Art Initiative grant and the refinishing of the original sidewalk murals. All murals have been completed at this time, as well as all grant funds being expensed. The Grants Committee has continued their work in preparing information for the upcoming FY'27 grant cycle. Materials will be shared with the full Commission at an upcoming meeting.

The next Creative's Café is scheduled to take place on November 13 at The Lift. It will have a trivia night format, which will allow participants to network and play trivia simultaneously.

SPURLING reported that she is still looking into the art collection that is currently at Five Flags.

SPURLING shared that the theme for the 2026 Art on the River will be "Stillness in the Driftless." Promotional materials have been created, including a call for artist to go out November 3, to begin the process of identifying next year's sculptures.

SPURLING provided an update about the open seat on the Commission. The City Clerk's Office is currently seeking applications to fill the open seat.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Nothing new to report currently.

7. **New Business**

Nothing new to report currently.

8. **Events and Engagement Reporting from Commissioners**

Nothing new to report currently.

9. **Public Comment**

Nothing new to report currently.

10. **Adjourn**

Adjournment motioned by DAVIS-ORWOLL seconded by CHAVENELLE at 4:57PM.

Next meeting(s): Regular Meeting – November 18, 2025.

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

These minutes were passed and approved on November 18, 2025

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

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, September 30, 2025
Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: Gail CHAVENELLE; Doug DONALD; Nick HALDER (chair); Jessica OCHOA

Commissioners Absent: David BARBA; Mary LONEY BICHELL; Shirley DAVIS-ORWOLL

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

Public Present: None

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 3:41 PM.

2. **Roll Call**

   Roll call was skipped due to no public being present at the start of the meeting.

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

   CHAVENELLE motions to accept minutes, OCHOA seconds. No further discussion. Vote 3 in favor (CHAVENELLE; HALDER; OCHOA), 1 abstain (DONALD)

4. **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 suggested that the deadline for the call for submissions for Art on the River 2026-2027 be moved up to November. This proposed change will allow selected artists more time to fabricate their work prior to instillation. The Art on the River Committee will discuss this prospect further and bring a full proposal to the Commission at the October meeting.

SPURLING provided an update on the Bloomberg Asphalt Art Initiative grant and the refinishing of the original sidewalk murals. Only one mural remains to be refinished and should be completed in the coming weeks. She also reported that the remaining GARE Grant funds will be used towards the upcoming Creative's Cafés.

The next Creative's Café is scheduled to take place on November 13 at The Lift. It will have a trivia night format, which will allow participants to network and play trivia simultaneously.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Nothing new to report currently.

7. **New Business**
   a. Five Flags Art Collection

SPURLING reported that she is working with the management company at Five Flags, Oak View Group, on the art collection that is housed at the Five Flags Center. There is a desire by the management company to display more of the items that are currently in storage.

   b. Other

Commissioners requested that Commission goal setting for the upcoming fiscal year begin at the January meeting.

8. **Events and Engagement Reporting from Commissioners**

DONALD shared that Fly-By-Night Productions will present "An Evening of Vanity Theatre" on Saturday, November 1 at 7pm. The event will be held at the Smokestack.

9. **Public Comment**

SPURLING shared a letter of appreciation from the Dubuque Symphony Orchestra for the grant funding they recently received.

10. **Adjourn**

Adjournment motioned by OCHOA seconded by CHAVENELLE at 4:36PM.

Next meeting(s): Regular Meeting – October 28, 2025.

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

These minutes were passed and approved on October 28, 2025

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

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, November 18, 2025
Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Gail CHAVENELLE; Shirley DAVIS-ORWOLL; Doug DONALD; Nick HALDER (chair)

Commissioners Absent: Jessica OCHOA

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

Public Present: None

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 3:36 PM.

2. **Roll Call**

   Roll call was skipped due to no public being present at the start of the meeting.

3. **Review and Approve Minutes from October 28, 2025.**

   BARBA motions to accept minutes, DAVIS-ORWOLL seconds. No further discussion. Vote 2 in favor (BARBA; CHAVENELLE; DAVIS-ORWOLL; HALDER), 1 abstain (DONALD)

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

   SPURLING reported that the proposed Commission ordinance changes have been approved by the City's legal department. The ordinance will now to the City Manager for approval.

   The next Creative's Café took place on November 13 at The Lift. 23 people were in attendance.

SPURLING provided an update about the open seat on the Commission. The City Clerk's Office is currently seeking applications to fill the open seat. The City Clerk also informed staff that there will be new training for new Commissioners and Committee members pursuant to a new state law going into effect July 1, 2025.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Nothing new to report currently.

7. **New Business**
   a. FY27 Grants Modifications

The Grants Committee shared proposed updates made to the guidelines, application, and rubric for the FY27 Capacity Building and Operational Support Grant programs. ***Please see attachment for proposed updates.*** Discussion followed between Commissioners.

DONALD motions to approve the updates to the FY27 Capacity Building and Operational Support Grant programs, CHAVENELLE seconds. No further discussion. Vote unanimously passed.

8. **Events and Engagement Reporting from Commissioners**

Nothing new to report currently.

9. **Public Comment**

Nothing new to report currently.

10. **Adjourn**

Adjournment motioned by DAVIS-ORWOLL seconded by CHAVENELLE at 4:53PM.

Next meeting(s): Regular Meeting – December 16, 2025.

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

These minutes were passed and approved on November 18, 2025

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

Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of August 28, 2025

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:03 p.m. on Thursday, August 28, 2025.

Present: President A. Alanda Gregory, Vice President Andy Bland, Secretary Diann Guns, Trustee Jessica Connery, Trustee Victor Lieberman, Trustee Christy Monk, Trustee Pam Mullin, Library Director Nick Rossman

1. President Gregory called the meeting to order at 4:03 p.m.

   "Moved to adopt the meeting agenda of August 28, 2025."

   Motion: *Guns*
   Second: *Mullin*
   Vote: *Aye – 6; Nay – 0*

2. Board President's Report:

   A. Communication with Dubuque City Council, July, 2025

   "Moved to receive and file the communication with the Dubuque City Council from July 2025."

   Motion: *Mullin*
   Second: *Lieberman*
   Vote: *Aye – 6; Nay – 0*

3. Approval of Board of Trustees Meeting Minutes of July 24, 2025."

   "Moved to approve the Board Meeting Minutes of July 24, 2025."

   Motion: *Lieberman*
   Second: *Guns*
   Vote: *Aye – 6; Nay – 0*

4. Approval of Board of Trustees Work Session Minutes of August 20, 2025."

   "Moved to approve the Board Work Session Minutes of August 20, 2025."

   Motion: *Lieberman*
   Second: *Mullin*
   Vote: *Aye – 6; Nay – 0*

5. Motion to Receive and File Informational Items:

A. Library Director's Report Summary and Update:

1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that July begins a new fiscal year and marks approximately 8% of the fiscal year. Monthly budget sheets have been updated with the fiscal year 2026 budget totals. We have spent 8% of our budget to date. Final expenditures hit just above 95% for fiscal year 2025.

   Revenue collected at 6% of projected budget.

2) Library Use – Rossman reported a 1% increase in circulation statistics compared to July 2024.

   The library saw a 10% decrease in visitors compared to June 2024, which does not follow some of the most recent trending visitor count numbers. Staff will be monitoring visitor numbers over the coming months to learn if there is an issue with the monitoring software, or any other issues that could attribute to the lower number of visitors.

   The library had a loss in data for desktop usage numbers due to a server migration by the library's integrated library system software provider. Staff reported an average of use over previous dates to attempt to estimate use, but numbers are not exact.

   Patrons used curbside pickup for 68 visits in July.

   Rossman reported there were 2,826 Hoopla downloads in July. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

3) Library Programs, Partnerships, and Grants Report - Rossman provided the following report:

   Library IT Manager Mike Kerth shared the library's new laptop and tablet checkout kiosk for the public with the Board of Trustees. There was brief demonstration of how the unit works. Similar units if purchased from a third party vendor would have an upfront cost of approximately $40,000, as well as annual maintenance and support costs of $5,000 - $8,000. This unit could be replicated for a little more than $3,000.

   The August Art @ your Library reception featured works from the Midwest Basket Guild and all the art works that were submitted as part of the summer reading program's Tiny Art program. The turnout for the reception was great with a lot of positive feedback and a much younger audience than typical. We will look to continue including the Tiny Art in future August receptions.

The library hosted a high school student from Manchester High School in early August in a job shadow opportunity.

The library is continuing its partnership with Sunil Malapati and the Dubuque Shakespeare Project. One Sunday each month, patrons meet to discuss one of Shakespeare's plays. This fall will feature "The Merry Wives of Windsor", "The Merchant of Venice", "Much Ado About Nothing", and "As You Like It".

Library Director Rossman spoke to the Dubuque Chamber of Commerce's Young Professional group in August. The presentation titled, "Invest in Your Community, Don't Let Your Impact Become Overdue" was shared with approximately 150 attendees at the Q Casino.

Director Rossman reminded Trustees to register for the annual Board and Commission picnic hosted by the City of Dubuque's City Clerk's office.

4) Sever Room Mini Split Air Conditioner – Rossman reported that The mini-split air conditioner unit in the server room has had a rough summer. A storm resulted in a rubbed freon line, which caused a small hole and the freon to leak. The freon was replace after the line was patched. Shortly after that, the compressor stopped working and freon was lost again. The unit was old, and unfortunately uses a freon gas that is discontinued and is expensive to replace. With the combination of the age of the unit, as well as the shot compressor, bids were sought to have the unit replaced.

The unit needing replacement includes a built-in humidifier, which is necessary for the unit to perform in sub-zero temperatures. Several bids to replace the damaged unit were received. All Seasons provided two bids, one in which they would replace the old unit with an updated unit that also has the humidifier built in at $42,980. Their second bid of $29,405 reflects the cost to replace the air conditioner with a unit that does not have a humidifier built in, but also installs a humidifier on the roof to ensure that the unit will continue to work in sub-zero temperatures.

Total maintenance provided one quote in which they would replace the existing unit with a similar unit at $41,472. Geisler brothers provided a quote to replace the existing unit with a unit that does not have a humidifier, but did not provide an estimate for installing a humidifier to insure a sub-zero working unit.

In both the more expensive, humidifier-containing mini-splits, the lead time for ordering the unit was 12 – 14 weeks. The lead time for All Seasons to install the humidifier and alternate mini split air conditioner was one week.

Due to the emergency needs of keeping the server room cool, the bid of $29,405 with All Seasons was selected, in order to return the server room back to working order as quickly as possible. In the interim, the server room has been teetering at barely acceptable temperature levels thanks to portable air conditioning units used as emergency backup. Due to her professional knowledge in systems, Trustee Christy Monk was consulted on the bids before work was approved to move forward.

5) Library Space Needs – Library Director Rossman reported the results of the work session that was open to trustees, staff, and public on Wednesday, August 20, 2025 provided the following recommendations to put to vote for the Board of Trustees during this meeting:

1. Approve the use of the Mutschler Gift Trust account to fund renovations within the scope of several projects within the conceptual plans provided by FEH Design. Those specific plans include:
    a. Expanded Maker Space
    b. Reworking of library service points on 1st floor in the Circulation area
    c. Reworking of the Teen
2. Approve contract amendment with FEH Design to work on the next phase of design for the projects under consideration.

6) Department Updates – Rossman provided highlights of the past month for Adult, Circulation, Information Technology, Marketing, and Youth Services.

B. Comment Cards – None.

"Moved to receive and file the informational update from the Library Director including the Library Operational Expenditures, Revenue and Budget Financial Reports; and, Library Use Report, Marketing Report, Library Programs, Partnerships, and Grants Report, and, Library Department Updates."

Motion: *Guns*
Second: *Monk*
Vote: *Aye – 7; Nay – 0*

6. Action Items (Action):

A. Library Expenditures FY-26: Operating Expenditures July, Period 1 – The Board reviewed the detailed expenditures reports.

"Moved to approve the library expenditures for FY-26 July, Period 1."

Motion: *Guns*
Second: *Mullin*
Vote: *Aye – 7; Nay – 0*

B. Approve bid to replace mini-split air conditioner unit in the server room.

"Moved to approve a bid of $29,405 with All Seasons Heating and Cooling to replace the mini-split air conditioner in the second floor server room."

Motion: *Lieberman*
Second: *Guns*
Vote: *Aye – 7; Nay – 0*

C. Authorize use of Mutschler Gift Trust funds for internal library renovation plans.

"*Moved to authorize the use of Mutschler Gift Trust funds for internal library renovations."*

Motion: *Mullin*
Second: *Lieberman*
Vote: *Aye – 6; Nay – 0; Monk recused*

D. Approve contract amendment with FEH Design to continue design services for library renovations.

"Moved to approve contract amendment with FEH Design for $59,995, with a $2,000 credit for total payment of $57,995 to continue services and develop schematic designs.

Motion: *Guns*
Second: *Mullin*
Vote: *Aye – 6; Nay – 0; Monk recused*

7. Library Board Adjournment – The Board adjourned at 4:38 pm.

"*Motion to adjourn."*

Motion: *Lieberman*
Second: *Mullin*
Vote: *Aye – 7; Nay – 0*

Diann Guns 9-25-2025

Diann Guns, Board Secretary ***Date***

Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of September 25, 2025

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:00 p.m. on Thursday, September 25, 2025.

Present: President A. Alanda Gregory, Vice President Andy Bland, Trustee Jessica Connery, Trustee Victor Lieberman, Trustee Pam Mullin, Library Director Nick Rossman

1. President Gregory called the meeting to order at 4:00 p.m.

   "Moved to adopt the meeting agenda of September 25, 2025."

   Motion: *Lieberman*
   Second: *Bland*
   Vote: *Aye – 5; Nay – 0*

2. Board President's Report:

   A. Communication with Dubuque City Council, August, 2025

   "Moved to receive and file the communication with the Dubuque City Council from August 2025."

   Motion: *Bland*
   Second: *Connery*
   Vote: *Aye – 5; Nay – 0*

3. Approval of Board of Trustees Meeting Minutes of August 28, 2025."

   "Moved to approve the Board Meeting Minutes of August 28, 2025."

   Motion: *Mullin*
   Second: *Connery*
   Vote: *Aye – 5; Nay – 0*

4. Relations Subcommittee Report:

   A. Recommendation from Library Relations Subcommittee to decline proposal of sale of library owned art work.

   "Moved to receive and file the communication from the Relations Subcommittee".

Motion: *Bland*
Second: *Mullin*
Vote: *Aye – 5; Nay – 0*

5. Motion to Receive and File Informational Items:

A. Library Director's Report Summary and Update:

1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that August marks approximately 16% of the fiscal year. We have spent 15% of our budget to date.

Revenue collected at 8% of projected budget.

2) Library Use – Rossman reported a 3% decrease in circulation statistics compared to August 2024. This reflects a larger than normal decrease in non-Dubuque residents, whereas City Residents circulation numbers were consistent with the previous year.

The library saw a 4% decrease in visitors compared to August 2024.

The library saw a 6% increase in internet and wireless usage over August 2024.

Patrons used curbside pickup for 67 visits in August.

Rossman reported there were 2,881 Hoopla downloads in August. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

3) Library Programs, Partnerships, and Grants Report - Rossman provided the following report:

The October/November Art @ your Library program will feature artists from the Bellevue Arts Council. Fifteen artists from the council will have works on display. An opening reception will take place on Friday, October 3, from 5:30-7:30 pm.

The Bright Beginnings Book Box program will begin piloting at the end of September. The Bright Beginnings Book Box program is a preschool literacy project helped made possible by a grant from the Dubuque Racing Association and matching funds from the Carnegie-Stout Public Library Foundation.

A heat map of library users was featured as part of the Community Foundation of Greater Dubuque's 2025 Annual Data Walk. Library Director Rossman was able to attend the Data Walk release and speak with some community members about library service in the community.

On October 4 at 2 pm, the library will be hosting a Trick-or-Treat Spooky Storytime at the Bee Branch Story Walk, located near 22nd Street and Prince Street.

Library staff will be walking in the JDIFF annual Halloween Parade on October 18.

The library hosted a group of visitors from Vinton, IA on September 25 doing a tour of Eastern Iowa Carnegie Libraries. The group was hosted by the Vinton Public Library and lead by the Carnegie Libraries of Iowa Project Director Shana Stuart.

Staff Development Day is scheduled for Monday, October 13, 2025. Staff will be receiving mandatory training provided by City Staff for a Fire Drill, as well as an active assailant, refreshers for other safety trainings and will spend the afternoon at Four Mounds with Team Building Blocks, performing team building activities on the ropes courses.

The Library Foundation hosted a nonprofit booth at the Dubuque Farmer's Market on Saturday, September 20. Over 250 canvas bags were passed out to market attendees, two raffle prizes were given away and a small cash donation was received. The Library Foundation is next working on a puzzle competition fundraiser this winter.

Library Director Nick Rossman will attend the Iowa Library Association Conference in Sioux City, Iowa October 1 – 3.

4) Library Space Needs – Library Director Rossman reported that library staff met with FEH Design to begin refining the conceptual plans before they are sent to the Board of Trustees for approval to go out to bid. The agenda from the first meeting was shared with the trustees. Another meeting was scheduled for November. The current timeline plans for a final draft to be presented to the Board of Trustees by January, 2026.

5) Department Updates – Rossman provided highlights of the past month for Adult, Circulation, Information Technology, Marketing, and Youth Services.

B. Comment Cards – Two comment cards were received and filed with a little discussion regarding the large print collection.

"Moved to receive and file the informational update from the Library Director including the Library Operational Expenditures, Revenue and Budget Financial Reports; and, Library Use Report, Marketing Report, Library Programs, Partnerships, and Grants Report, and, Library Department Updates."

Motion: *Mullin*
Second: *Bland*
Vote: *Aye – 5; Nay – 0*

6. Action Items (Action):

A. Library Expenditures FY-26: Operating Expenditures August, Period 2 – The Board reviewed the detailed expenditures reports.

"Moved to approve the library expenditures for FY-26 August, Period 2."

Motion: *Mullin*
Second: *Lieberman*
Vote: *Aye – 5; Nay – 0*

7. Library Board Adjournment – The Board adjourned at 4:29 pm.

"*Motion to adjourn."*

Motion: *Bland*
Second: *Mullin*
Vote: *Aye – 5; Nay – 0*

Diann Guns 11-20-2025

Diann Guns, Board Secretary ***Date***

Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of November 20, 2025

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:00 p.m. on Thursday, November 20, 2025.

Present: President A. Alanda Gregory, Secretary Diann Guns (online), Trustee Jessica Connery, Trustee Victor Lieberman, Trustee Christy Monk (4:10 pm), Trustee Pam Mullin, Library Director Nick Rossman

1. President Gregory called the meeting to order at 4:01 p.m.

   "Moved to adopt the meeting agenda of November 20, 2025."

   Motion: *Lieberman*
   Second: *Mullin*
   Vote: *Aye – 5; Nay – 0*

2. Board President's Report:

   A. Communication with Dubuque City Council, September, 2025

   "Moved to receive and file the communication with the Dubuque City Council from September 2025."

   Motion: *Mullin*
   Second: *Connery*
   Vote: *Aye – 5; Nay – 0*

3. Approval of Board of Trustees Meeting Minutes of September 25, 2025."

   "Moved to approve the Board Meeting Minutes of September 25, 2025."

   Motion: *Mullin*
   Second: *Lieberman*
   Vote: *Aye – 5; Nay – 0*

4. Motion to Receive and File Informational Items:

   A. Library Director's Report Summary and Update:

      1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that October marks approximately 33% of the fiscal year. The library has spent 35% of our budget to date. Current expenditures have seen some larger annual payments hit in October, as well as October having three payrolls.

The expenditures being a bit high for this time of year should not be too much of an impact for the full fiscal year.

Revenue collected at 21% of projected budget.

2) Library Use – Rossman reported a 6% increase in circulation statistics comparing September 2025 to September 2024 and a 1% increase comparing October 2025 to October 2024.

The library saw a 2% decrease in visitors comparing to September 2025 to 2024 and a 6% decrease comparing October 2025 to 2024.

The library saw a 7% increase in internet and wireless usage comparing September 2025 to 2024 and a 4% decrease comparing October 2025 to 2024.

Patrons used curbside pickup 82 times in September and 80 pickups in October.

Rossman reported there were 2,602 Hoopla downloads in September and 2,765 in October. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

3) Library Programs, Partnerships, and Grants Report - Rossman provided the following report:

The Quilts of Valor program had some great promotion with KCRG featuring two stories. One for the ceremony held at the library, and one featuring the Breezy Hill Quilters.

The Art @ your Library show for October had a nice turnout. A committee organized from the Dubuque Forward initiative has put a lot of effort and received a grant to promote First Friday events. The library has been included in these efforts.

Library Director Nick Rossman attended the Iowa Library Association Conference in Sioux City, IA and had a great experience. It was nice to connect with librarians from all over the state, attended some sessions about Library/City relationships, Library Design, and Carnegie Libraries in Iowa Project, as well as a couple of wonderful key note speakers discussing intellectual freedom and collaboration of librarians across the country.

Staff Development Day was held on October 13. Staff were presented with fire and active assailant/safety training from the Dubuque Fire and Police Departments, held department meetings, and finished the day with team building work lead by Team Building Blocks at the Four

Mounds ropes courses. A collage of photos from the afternoon is included in the packet.

On October 16, the Community Foundation of Greater Dubuque unveiled the top ten ideas for the Envision 2030 project. Among the top ten is Book and Build: Expanded Library Services. The idea description is as follows:

> "Deepen connections between local libraries and communities by establishing neighborhood branches and mobile units, extending operating hours, and enhancing access to everyday necessities, from technology to tools."

A "Make it Real" event took place on November 10. Danielle Day, Maggie Turza, and Nick Rossman from library staff, Paula Connors from the Library Foundation, and Christy Monk from the Board of Trustees all attended. There were several community members that engaged at the library table. The meeting consisted of updating the community members some of the work the library has done to this point to work on a future vision, with some brainstorming of other ideas for ways to meet community needs. Another meeting is scheduled to take place at the library on Tuesday, January 13 at 5:30 pm.

The library will be hosting the tree lighting ceremony as a First Friday event this year. Friday, December 5 from 5:30 – 7 pm will be the event, with the tree lighting to start at 6 pm. Including a new format, the library has also purchased a new tree, standing at 12-feet tall and is pre-lit. The new tree will be on the safer side for staff and volunteers to set up and decorate and will also be featured with some new ornaments. The previous tree and ornaments are over 20 years old and many are very brittle. One element of the event will include an ornament making station which will give visitors the option of taking their ornament home with them, or leaving them at the library to help decorate our tree. The postcard for the event is included in your packet.

The library is encouraging patrons to drop off food items for the Dubuque Food Pantry at the library. We will be accepting donations until Wednesday, November 26.

The Library Foundation is organizing a puzzle competition fundraiser for Saturday, January 31 at the Grand River Center. The library will be assisting in promoting the event. Teams can sign up to compete at two different times (10 am or 2 pm) and the cost is $80/team.

The library received notice from the Carnegie Foundation that they were offering $10,000 to all Carnegie libraries. Paperwork has been

submitted to receive the unrestricted funding, which is supposed to arrive in January.

4) Library Space Needs – Library Director Rossman reported that library staff is continuing to meet with FEH Design to begin refining the conceptual plans before they are sent to the Board of Trustees for approval to go out to bid. There was discussion involved taking a closer look at the collection usage stats to help with decision making process of moving collections and right-sizing collections as the construction process moves forward.

5) Department Updates – Rossman provided highlights of the past month for Adult, Circulation, Information Technology, Marketing, and Youth Services.

B. Comment Cards – Two comment cards were received and filed with a little discussion regarding the large print collection.

"Moved to receive and file the informational update from the Library Director including the Library Operational Expenditures, Revenue and Budget Financial Reports; and, Library Use Report, Marketing Report, Library Programs, Partnerships, and Grants Report, and, Library Department Updates."

Motion: *Lieberman*
Second: *Mullin*
Vote: *Aye – 6; Nay – 0*

5. Action Items (Action):

A. Library Expenditures FY-26: Operating Expenditures September, Period 3 and October, Period 4 – The Board reviewed the detailed expenditures reports.

"Moved to approve the library expenditures for FY-26 September, Period 3 and October, Period 4."

Motion: *Monk*
Second: *Guns*
Vote: *Aye – 6; Nay – 0*

6. Library Board Adjournment – The Board adjourned at 4:47 pm.

"*Motion to adjourn."*

Motion: *Mullin*
Second: *Lieberman*
Vote: *Aye – 6; Nay – 0*



12-18-2025

Diann Guns, Board Secretary ***Date***

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

12/24/2025

and for which the charge is 534.36

Kathy Goetzinger

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

this 24th day of December, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

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

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

Absent: Council Member Roussell.

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. Recognition of Iowa DOT District 6 Engineer Jim Schnoebelen: Assistant City Engineer Bob Schiesl recognized Iowa Department of Transportation (DOT) District 6 Engineer Jim Schnoebelen on his retirement and acknowledge his contributions to the City of Dubuque throughout his tenure.

2. Recognition of Outgoing Council Members Susan Farber and Ric Jones: City Council Members acknowledged the service of outgoing Ward One Council Member Susan Farber and At-Large Council Member Ric Jones.

PROCLAMATIONS

1. Veterans Appreciation Month (December 2025) was accepted by Beth Fleming, Terry Lewis and Bob Schemel, and Anne Friends on behalf of Dubuque County Veteran Services, Tri-State Women Warriors, and Veterans Freedom Center.

CONSENT ITEMS

Council Member Farber requested Item No. 25 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 25. Seconded by Farber. Motion carried 6-0.

1. Minutes and Reports Submitted: City Council Proceedings of December 1 and 8, 2025; Airport Commission of September 23 and October 9, 2025; Five Flags Civic Center Advisory Commission of September 8, 2025; Human Rights Commission of November 18, 2025; Parks and Recreation Advisory Commission of October 21, 2025; Zoning Advisory Commission of November 5, 2025; Proof of Publication for City Council Proceedings of November 17, 2025; Proof of Publication for Expenditure Reports presented at the November 17, 2025, City Council meeting. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Lindsey Williams for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claim had been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Julio Vega Chacon 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. 386-25 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. Debt Management Policy Revisions: Upon motion the documents were received, filed, and approved.

6. January/February 2026 City News Newsletter: Upon motion the documents were received and filed.

7. Power Outage Preparedness Flyer: Upon motion the documents were received and filed.

8. 2026 State Legislative Priorities: Upon motion the documents were received, filed, and approved.

9. Update on Neighborhood Evolution Contract Services: City Manager provided an update on activities underway through the Citys contract with Neighborhood Evolution to support small-scale development. Upon motion the documents were received and filed.

10. Housing Creation Incentives Updated Matrix: Upon motion the documents were received and filed.

11. Funding Request for State Mandated Open Meetings and Open Records Training: City Manager recommended City Council approval to allocate $2,500 annually for state-mandated open meetings and open records training for members of governmental bodies who were elected or appointed after July 1, 2025. Upon motion the documents were received, filed, and approved.

12. Plat of Survey of Stockel Acres: Upon motion the documents were received and filed, and Resolution No. 387-25 Approving The Final Plat Of Stockel Acres, In The City Of Dubuque, Iowa was adopted.

13. 2025 Maintenance Dredging Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 388-25 Accepting The 2025 Maintenance Dredging Project And Authorizing Final Payment To The Contractor was adopted.

14. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract: Upon motion the documents were received and filed, and Resolution No. 389-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project was adopted.

15. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 390-25 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.

16. Parking Revenue Collector FTE Allocation Change: City Manager recommended City Council approval to allow Transportation Services Parking Department to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position to 0.50 FTE with a 0.15 FTE Custodian position. Upon motion the documents were received, filed, and approved.

17. Areas of Persistent Poverty RFP: City Manager recommended City Council authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant. Upon motion the documents were received, filed, and approved.

18. 2025 Tree City USA Application Approval Process: City

Manager recommended City Council approval to apply for Dubuque to become recertified as a Tree City USA and for the Mayor to sign the attached Tree City USA designation application. Upon motion the documents were received, filed, and approved.

19. Housing and Community Development Staffing Request: City Manager recommended City Council approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department. Upon motion the documents were received, filed, and approved.

20. Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company: City Attorney recommended approval of the mutual release with Schmalz Precast Concrete Manufacturing Company as part of the mediation of Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company. Upon motion the documents were received, filed, and approved.

21. Bloomberg Philanthropies Youth Climate Action Grant Application Submittal: Upon motion the documents were received, filed, and approved.

22. Signed Contracts: Biechler Electric, Inc. for Community AED Implementation; Center for Public Safety Excellence for self-assessment of the Dubuque Fire Department; Dubuque Visiting Nurse Association for the Healthy Homes and Childhood Lead Poisoning Prevention Program; Emergency Services Consulting International to conduct personnel assessment programs for promotion to various positions in the Dubuque Fire Department; Everflow, LLC First Amendment for snow removal; Geisler Brothers Co for WRRC HVAC PM Services; Hattery Real Estate Appraisals, LLC for Acquisition review appraisal and potential excess property review appraisal; Houck Transit Advertising for Transit Exterior Advertising; Hoyne Landscaping & Snow Plowing, Inc. for 2025-2026 Snow/Ice Removal from Public Sidewalks; Lamar Companies for Lease Agreement; Lange Sign Group Quotation and Purchase Agreement for Parking Ramp Electronic Sign; Leslein Trucking for Water treatment lime sludge hauling and disposal services; Lotus Engineering & Sustainability, LLC for Green House Gas Inventory; Shive-Hattery for design services for electrical vehicle charging stations for the City of Dubuque JULE site; Strand Associates for Design Services, Bidding-Related Services, and Construction-Related Services Terminal Street Pumping Station Phase 1 Improvements. Upon motion the documents were received and filed.

23. Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC: Upon motion the documents were received and filed, and Resolution No. 391-25 Approving The Assignment Of The Development Agreement By And Between The City Of Dubuque And CARich Properties, LLC To Rider Lacy Block, LLC was adopted.

24. Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 392-25 Adopting Supplement No. 2025 S-18 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

25. Approval of Retail Alcohol Licenses: Motion by Jones to receive and file the documents and adopt Resolution No. 393-25 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. Seconded by Sprank. Farber announced her abstention from voting due to her business, Magoos Pizza, listed as a recipient on the resolution for a retail alcohol license. Motion carried 5-0 with abstention from Farber.

26. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 394-25 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 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Sprank to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 6-0.

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa: Upon motion the documents were received and filed and Resolution No. 395-25 Of Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To Agreements Between The City Of Dubuque And JJR Investments, LLC And Between The City Of Dubuque And BNZ Properties, LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

2. Tanglewood Court Storm Sewer Extension Project - Setting a Public Hearing and Initiate Public Bidding Process: Upon motion the documents were received and filed and Resolution No. 396-25 Tanglewood Court Storm Sewer Extension 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 January 5, 2026 in the Historic Federal Building.

3. Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 West 3rd Street: Upon motion the documents were received and filed and Resolution No. 397-25 Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Masterpiece Properties, LLC And Mound City Bank For Interest In City Properties Located At 675 And 677 W 3rd Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

4. Grand Harbor Hotel - Assignment Of Development Agreement: Upon motion the documents were received and filed and Resolution No. 398-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddles Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Development Agreement, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

5. Grand Harbor Hotel - Assignment of Lease Agreement: Upon

motion the documents were received and filed and Resolution No. 399-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Lease Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddles Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Lease Agreement, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

6. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 400-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Gt Novelty Condos, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2027 (Vacant At Large term of Loney-Bichell). Applicants: Jim Albee, 535 West 5th St.; Ryan Arians, 1201 Madera St.; Addison Aronson, 208 Bluff St.; Aaron Hefel, 515 ? West 8th St.; Rodrigo Marin, 2240 Central Ave.; Erin Martin, 2860 Danlin Ct.; Sarah Ndagire, 1536 Kehl Ct. Upon roll call vote, Aronson was appointed to the term. A first round of voting resulted in Arians receiving one vote (Sprank), Aronson receiving three votes (Cavanagh, Wethal, and Resnick), and Martin receiving two votes (Farber and Jones). Upon a second round of voting, Aronson received four votes (Sprank, Cavanagh, Wethal, and Resnick) while Martin received the remaining two votes.

2. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Evens). Applicant: Lucas Delaney, 1284 University Ave. Motion by Sprank to appoint Delaney to the term. Seconded by Jones. Motion carried 6-0.

3. Zoning Board of Adjustment: One 5-Year term through March 25, 2026 (Vacant term of McCoy). Applicant: Ben Loeffelholz, 3180 Keokuk Crt. Motion by Jones to appoint Loeffelholz to the term. Seconded by Farber. Motion carried 6-0.

PUBLIC HEARINGS

1. Request to Rezone 514 and 518 East 22nd Street: Motion by Sprank to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont explained that the zoning change is prompted by an existing legal nonconforming triplex, and the rezoning would bring the property into compliance. The property owner also intends to add an additional unit, which requires the rezoning. Wernimont noted that the Unified Development Code (UDC) amendment identifies

infill development and increased density as priorities. Motion carried 6-0.

Motion by Sprank for final consideration and passage of Ordinance No. 47-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 514 East 22nd Street And 518 East 22nd Street From R-2A Alternate Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District. Seconded by Wethal. Motion carried 6-0.

2. Request to Rezone 2900 Block of Davenport Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Applicants Korrin and Sean Schriver, 2884 Davenport St., stated that the purpose of the rezoning request is to allow additional goats as part of participation in a rotational grazing program with the Natural Resources Conservation Service. In response to questions, Wernimont stated that roosters are prohibited within city limits and that existing regulations sufficiently address this issue. Wernimont also noted that rezoning a property to AG is uncommon. City Council Members expressed support for the rezoning. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 48-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 2900 Block of Davenport Street From AGc Agriculture with Conditions (PIN1014281004) and R-1 Single Family Residential (PIN 1014278025) to AG Agriculture District. Seconded by Sprank. Motion carried 6-0.

3. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, 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. 401-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Staver-Muench, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Responding to questions, Van Milligen explained that the property cannot accept Housing Choice Vouchers because Chris Staver, an incoming City Council member, is the developer, and the U.S. Department of Housing & Urban Development prohibits City Council members from accepting such vouchers. Van Milligen noted that development agreements can be executed with City Council members, provided they abstain from voting on them. Brumwell added that individual circumstances must be evaluated on a case-by-case basis. Motion carried 6-0.

PUBLIC INPUT

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, residing at 205 Hill St., spoke on Action Item No. 1. Dickinson thanked the City Council for its efforts on air service, shared frustrations with the lack of financial support from the federal government to expand air service, and read comments from residents who have traveled through Dubuque Regional Airport.

Breitfelder announced receipt of written input regarding Action Item No. 1 from Mary Giesler, 2310 High Cloud; DBQ Air;

Gail Chavenelle and Bill Dicken, 1155 Kelly Ln.; Joel Pusateri; and Brian Klinkner.

ACTION ITEMS

1. Commercial Air Service Minimum Revenue Guarantee: Motion by Resnick to receive and file the documents and refer to the City Council for discussion. Seconded by Wethal. City Council Members expressed disappointment with the current situation, noting that while flight participation has grown, it has not increased quickly enough to sustain service without additional financial support. They provided a summary of the history of federal air service funding and current federal funding initiatives. Council acknowledged that losing air service would make securing future options difficult but emphasized their commitment to continue advocating for air service. Members discussed varying perspectives on using city general funds to support air service. In response to a question, Van Milligen confirmed that if the city terminates air service on January 15, 2026, under Option #1 from his memo, which he recommends, around $685,000 would remain from city funds previously budgeted for the Minimum Revenue Guarantee (MRG). MRG payments typically range from $200,000 to $300,000 per month, which would cover costs through April, however, no funding options are available beyond that point. Van Milligen also noted that Dubuque County allocated $100,000 toward the MRG but would not spend those funds if Council approved his recommendation. When asked about the appropriate motion to accept the City Managers recommendation and whether it should direct the Airport Commission to issue the termination notice, Airport Director Todd Dalsing stated that the Commission had authorized him to negotiate with Denver Air. City Attorney Brumwell clarified that the motion should be to receive and file and select Option #1. Council Member Resnick moved to amend the motion to receive and file the documents and accept Option #1: terminating service with Denver Air on January 15, 2026, at an estimated cost of $215,515 for January. Seconded by Wethal. Motion carried 5-1 with Farber voting nay.

2. Contract for Services Between the City of Dubuque and Greater Dubuque Housing Trust Fund: Motion by Jones to receive and file the documents and adopt Resolution No. 402-25 Authorizing Execution Of Contract For Services Between The City Of Dubuque And Greater Dubuque Housing Trust Fund. Seconded by Sprank. In response to questions, Urban Development and Housing Rehabilitation Project Manager Maddy Haverland reported that at the recent Greater Dubuque Housing Trust Fund meeting, members discussed inviting a City Council member to join the fund, with further discussion planned for their January meeting. Haverland explained that while the City currently has a Local Housing Trust Fund (LHTF), the Iowa Finance Authority (IFA) does not certify the structure of the Citys trust fund. The Greater Dubuque Housing Trust Fund is organized as a nonprofit, a structure the Iowa Finance Authority (IFA) recognizes as eligible for certification and one that provides access to additional grant opportunities. Haverland also confirmed that the Greater Dubuque Housing Trust Fund would specifically serve the City, as Dubuque County already has its own LHTF. Motion carried 6-0.

3. Repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings

prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Brumwell confirmed that repealing the Trust Fund Advisory Committee was a necessary action now that City Council approved the contract with Greater Dubuque Housing Trust Fund. Motion carried 6-0.

Motion by Resnick for final consideration and passage of Ordinance No. 49-25 Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 5 Housing Agency And Community Development Commissions, Article D Trust Fund Advisory Committee By Repealing The Entirety Of Article D. Seconded by Farber. Motion carried 6-0.

4. Special Events Ordinance Amendment and Process Improvements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Breitfelder, Assistant City Manager Cori Burbach, and Assistant Police Chief Joe Messerich made a presentation. In response to questions, Police Chief Jeremy Jensen stated that event organizers will remain responsible for barricade costs for any beyond the Citys inventory, as the City does not maintain enough barricades to meet all security needs. Jensen also confirmed that permanent signage restricting parking for recurring events has been effective. Messerich outlined the process for deploying removable bollards and noted ongoing discussions regarding payment responsibilities for their use. Breitfelder addressed questions on the proposed fee reductions. City Council Members expressed support for the fee reductions and for continued City support with special events. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 50-25 Amending City Of Dubuque Code Of Ordinances Title 10 Public Ways And Property, Chapter 4 Parades, Assemblies And Special Events. Seconded by Sprank. Motion carried 6-0.

5. Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents: Motion by Jones to receive and file the documents and adopt Resolution No. 403-25 Approving Updated Downtown Rehabilitation Grant Program Guidelines And Amended Downtown Housing Creation Grant Guidelines Version 2025.1. Seconded by Wethal. Economic Development Director Jill Connors and City Manager Mike Van Milligen explained the rationale for setting a three-year vacancy threshold for existing units to qualify for a Downtown Housing Creation Grant, noting that this timeframe is considered a reasonable indicator that a landlord requires assistance. City Council Members discussed whether three years is appropriate or if a shorter period, such as two years, should be considered. Connors also confirmed that Section 8 vouchers may be applied toward rent or a mortgage. Motion carried 5-1 with Resnick voting nay.

6. Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and GT Novelty, LLC and GT Novelty Condos, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 404-25 Approving The Ninth Amendment To The Development Agreement By And Between The City Of Dubuque, Iowa And Gt Novelty, LLC And Gt Novelty Condos, LLC. Seconded by Farber. Motion carried 6-0.

COUNCIL MEMBER REPORTS

Farber reported on her terms with Dubuque Initiatives and

the Sister City Committee concluding due to her City Council term ending. She also reported on the upcoming annual legislative dinner, Dubuque Metropolitan Area Transportation Study (DMATS) meeting, NAMIs holiday gathering, and community outreach for the Field of Dreams, including the Green Bay Packers future tailgate tour.

Resnick reported on the Merry Millwork Market event.

Jones reported on the recent work session on the Parks and Recreation Comprehensive Master Plan Draft, former Parks and Recreation Director Marie Wares retirement celebration, the Prescott Elementary School Soup Luncheon, the upcoming annual legislative dinner, and board meetings with the Dubuque Racing Association (DRA), Dubuque Metropolitan Area Solid Waste Agency (DMASWA), and Travel Dubuque.

Sprank reported on North End and Point neighborhood association holiday events, the Merry Millwork Market, the Parks and Recreation Comprehensive Master Plan Draft work session, a church cookie walk, attending Iowa Jobs for Americas Graduates (iJAG) classes at Dubuque Senior High School, and a food giveaway event.

Wethal reported on performances of The Nutcracker and attending a Dubuque County Early Childhood Board meeting.

Cavanagh reported on meeting with members of the Ioway tribe that recently visited and wished everyone a happy holiday.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:47 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 6-0.

The City Council reconvened in open session at 11:00 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:00 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 12/24

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

12/24/2025

and for which the charge is 906.95

Kathy Goetzinger

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

this 24th day of December, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

City of Dubuque
Expenses paid since 12/3/25
Submitted for City Council review at their 12/15/25 meeting
EXCEPTIONS TO COUNCIL APPROVAL
CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION
519840 12/10/2025 1400 Central, LLC $ 40,000.00 1400 Central; 1017027 12/10/2025 563 DESIGN PLLC 3,500.00 Fire Station 6 Roof Replacement Architectural Serv; 519823 12/10/2025 ACCESS TECHNOLOGIES INC 474.23 FY26 Copy and Print Costs for Malfunctions; 519823 12/10/2025 ACCESS TECHNOLOGIES INC 474.23 FY26 Copy and Print Costs for Malfunctions; 1016823 11/26/2025 ACCURATE ANALYTICAL TESTING 592.00 Blanket PO - Lead Analysis Dust Wipes-LHH21; 1016823 11/26/2025 ACCURATE ANALYTICAL TESTING 65.00 AAT Dust Wipes Testing 10.31.2025; 1016848 11/26/2025 ADVANTAGE SHEET METAL INC 2,174.00 SERVICE TO BUNKER -HEATING ISSUE; 1016975 12/3/2025 ADVANTAGE SHEET METAL INC 782.00 CONDENSING FAN MOTER REPLACEMENT; 1017049 12/10/2025 ADVANTAGE SHEET METAL INC 200.00 SERVICE CALL-WATER LEAK FROM BOILER#2; 1017000 12/10/2025 AECOM TECHNICAL SERVICES INC 10,523.55 22200328; 1017000 12/10/2025 AECOM TECHNICAL SERVICES INC 6,647.53 22200328; 1016812 11/26/2025 AIRGAS USA LLC 2.79 Medical Oxygen for Ambulances; 1016812 11/26/2025 AIRGAS USA LLC 8.37 Medical Oxygen for Ambulances; 1016812 11/26/2025 AIRGAS USA LLC 16.74 LF-Rent Cyl Large Acetylene, Argon, Oxygen 10/31/2; 1016849 11/26/2025 A-L-L EQUIPMENT 653.20 SERVICE AIR COMPRESSORS; 519667 11/26/2025 ALL STAR ENVIRONMENTAL LLC 387.50 621 Garfield Nuisance Clean Up; 1016844 11/26/2025 Allen Media Broadcasting Evansville, Inc. 750.00 Advertising; 1016844 11/26/2025 Allen Media Broadcasting Evansville, Inc. 270.00 Advertising; 1017043 12/10/2025 Allen Media Broadcasting Evansville, Inc. 1,600.00 Advertising for November 2025; 519618 11/26/2025 ALLIANT ENERGY 1,372.35 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 402.36 FY 2026 Energy Costs for Various Locations; 519618 11/26/2025 ALLIANT ENERGY 3,071.90 FY 2026 Energy Costs for Various Locations; 519618 11/26/2025 ALLIANT ENERGY 74.89 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 106.14 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 36.99 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 22.04 2820 Brunswick St.-Alliant Energy (City Owned); 519618 11/26/2025 ALLIANT ENERGY 399.52 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 153.46 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 99.10 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 27.15 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 68.18 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 25.06 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 269.24 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 161.53 FY26 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY 26.19 ELECTRIC BILLS FOR FY26; 519618 11/26/2025 ALLIANT ENERGY 13,399.76 WRRC Electrical Expense - FY26; 519618 11/26/2025 ALLIANT ENERGY 336.46 FY26 1805 Central LA Electric; 519812 12/10/2025 ALLIANT ENERGY 3,586.62 FY 2026 Energy Costs for Various Locations; 519812 12/10/2025 ALLIANT ENERGY 7,793.09

Electrical Service for Building; 519812 12/10/2025 ALLIANT ENERGY 115.56 ELECTRIC BILLS FOR FY26; 519812 12/10/2025 ALLIANT ENERGY 986.78 UTILITY EXPENSE - ELECTRICITY; 519812 12/10/2025 ALLIANT ENERGY 1,677.61 UTILITY EXPENSE - ELECTRICITY; 519812 12/10/2025 ALLIANT ENERGY 422.15 ELECTRIC BILLS FOR FY26; 519812 12/10/2025 ALLIANT ENERGY 21.17 Alliant 0539621000 12th Bluff Lot FY26; 519812 12/10/2025 ALLIANT ENERGY 3,158.55 0557811000 PORT RAMP FY26; 519812 12/10/2025 ALLIANT ENERGY 706.21 0557811000 PORT RAMP FY26; 519812 12/10/2025 ALLIANT ENERGY 1,620.48 Alliant 1406331000 Intermodal Ramp FY26; 519812 12/10/2025 ALLIANT ENERGY 494.87 Alliant 1477501000 5th Bell Lot FY26; 519812 12/10/2025 ALLIANT ENERGY 2,640.59 Alliant 1522511000 5th St Ramp FY26; 519812 12/10/2025 ALLIANT ENERGY 106.16 Alliant 6477860931 12th Elm Lot FY26; 519812 12/10/2025 ALLIANT ENERGY 7,105.44 ALLIANT 4392701000 Ramps/Lots FY26; 519812 12/10/2025 ALLIANT ENERGY 194.94 FY26 Electrical Service for 300 Main, Suite 330; 519812 12/10/2025 ALLIANT ENERGY 314.36 ELECTRIC BILLS FOR FY26; 519812 12/10/2025 ALLIANT ENERGY 41.10 2527 Washington St - Alliant Energy - (City Owned); 519812 12/10/2025 ALLIANT ENERGY 40.29 514 Angella St - Alliant Energy (City Owned); 519812 12/10/2025 ALLIANT ENERGY 4,035.98 ELECTRIC BILLS FOR FY26; 1016773 11/26/2025 ALTORFER INC 1,391.00 UNIT #3510 - ENGINE SERVICE, INSPECTION, PARTS; 1016993 12/10/2025 ALTORFER INC 2,296.02 City Hall generator maintenance and service; 519852 12/10/2025 ALZHEIMERS ASSOCIATION 50.00 WALK TO END ALZ DEP REFFUND; 1017046 12/10/2025 Amano McGann Inc 2,571.00 Amano McGann Amano One Elite Software Package; 1017048 12/10/2025 Angela M Kelley 38.64 Mileage reimbursement for Oct and Nov 2025; 1017048 12/10/2025 Angela M Kelley 42.00 Mileage reimbursement for Aug & Sept 2025; 1017045 12/10/2025 Ascendance Trucks LLC 2,292.02 Unit #1910-SERVICE/ PARTS(PUSHRODS&ROCKERS); 519672 11/26/2025 AT&T Mobility National Accounts, LLC 1,407.88 IPHONES AND IPADS PARKS--SEPT 29-OCT 28, 2025; 519833 12/10/2025 AT&T Mobility National Accounts, LLC 2,476.20 Cellular Service for Department; 519833 12/10/2025 AT&T Mobility National Accounts, LLC 5,235.44 FY26 First Net Charges for IPhone/Tech Services; 519650 11/26/2025 ATHENS TECHNICAL SPECIALISTS INC 1,451.78 Calibration Service; 1016776 11/26/2025 AV FUEL 21,692.85 Blanket Purchase Order - Aviation Fuel; 1016776 11/26/2025 AV FUEL 8,731.02 Blanket Purchase Order - Aviation Fuel; 1016995 12/10/2025 AV FUEL 2,470.09 Blanket Purchase Order - Aviation Fuel; 1016995 12/10/2025 AV FUEL 10,464.04 Blanket Purchase Order - Aviation Fuel; 1016995 12/10/2025 AV FUEL 35.00 Blanket Purchase Order - Aviation Fuel; 1016995 12/10/2025 AV FUEL 21,152.66 Blanket Purchase Order - Aviation Fuel; 1016995 12/10/2025 AV FUEL 22,910.64 Blanket Purchase Order - Aviation Fuel; 1016988 12/3/2025 B G BRECKE INC 600.00 Monthly Boiler Check- 2401 Central Oct 2025; 1016988 12/3/2025 B G BRECKE INC 446.20 ST6-Boiler Maintenance; 519836 12/10/2025 Banner Fire Equipment Inc 1,347,754.00 2025 E-One Cyclone 75′ Ladder Truck; 1016856 11/26/2025 BARD MATERIALS CENTRAL 598.15 Various Concrete Products; 1016856 11/26/2025 BARD MATERIALS CENTRAL 865.23 Various Concrete Products; 1016856 11/26/2025 BARD MATERIALS CENTRAL 764.20 Various Concrete Products; 1016856 11/26/2025 BARD MATERIALS CENTRAL 805.71 Various Concrete Products; 1017053 12/10/2025 BARD MATERIALS CENTRAL 930.25 Various Concrete Products; 1016856 11/26/2025 BARD MATERIALS CENTRAL 587.05 CONCRETE FOR BERGFELD POND TRAIL;

1016986 12/3/2025 BARD MATERIALS CENTRAL 836.25 Cement for Hold Short Signs; 1016986 12/3/2025 BARD MATERIALS CENTRAL 2,009.58 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 764.20 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 2,756.80 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 888.74 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 349.08 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 930.25 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 1,245.38 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 2,324.70 Various Concrete Products; 1016986 12/3/2025 BARD MATERIALS CENTRAL 432.10 Various Concrete Products; 1016817 11/26/2025 BARKER FINANCIAL LLC 8,591.79 TIF Fall 2025/FY26; 260500037 11/26/2025 BC/BS OF IOWA/WELLMARK 171,584.04 Wellmark Weekly; 519845 12/10/2025 Bellevue Arts Council c/o Bellevue Economic &; Tour; 448.00 Art @ your library Oct/Nov 2025 sales to artist; 1017054 12/10/2025 BEST BEST & KRIEGER LLP 533.00 Cell Tower Legal Services; 1017054 12/10/2025 BEST BEST & KRIEGER LLP 451.00 Cell Tower Legal Services; 1017017 12/10/2025 BILLY S DIEUJUSTE 295.67 Northwest U-School Police Staff and Command; 1017017 12/10/2025 BILLY S DIEUJUSTE 330.35 Northwest U-School Police Staff and Command; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 310.04 FY25 JOTC GAS UTILITIES; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 222.60 FY26 INTERMODAL GAS UTILITIES; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 53.06 FY26 Gas Service for 300 Main, Suite 330; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 203.10 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 36.15 821 Garfield Ave. - Black Hills Energy (City Owned; 1016775 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 24.64 2820 Brunswick St.-Black Hills Energy (City Owned); 1016775 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 22.49 2527 Washington St (City Owned) Black Hills Energ; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 110.53 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 88.49 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 80.47 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 300.13 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 49.76 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 85.11 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 117.77 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 91.79 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 78.42 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 138.43 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 147.10 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 93.76 Blanket Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 51.09 FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 76.44 FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09

FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 76.44 FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 77.28 514 Angella St - (City Owned) Black Hills Energy; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 219.34 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 116.53 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 140.67 NATURAL GAS FOR FY26; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 87.14 NATURAL GAS FOR FY26; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 65.45 NATURAL GAS FOR FY26; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 47.15 NATURAL GAS FOR FY26; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 45.80 NATURAL GAS FOR FY26; 1016994 12/10/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 NATURAL GAS FOR FY26; 1016836 11/26/2025 BluePath Finance FC IV LLC 1,385.84 UTILITY EXPENSE - ELECTRICITY; 1016991 12/3/2025 BOUND TO STAY BOUND BOOKS INC 349.58 Children's books for collection; 1016815 11/26/2025 BRIAN S FELDOTT 149.80 MILEAGE REIMBURSEMENT; 519813 12/10/2025 BUTT'S FLORIST & GREENHOUSE 55.00 FY26 WEEKLY FLOWER ARRANGEMENTS; 519853 12/10/2025 CAMP ALBRECHT ACRES OF THE MIDWEST, INC 300.00 OKTOBERFEST DEP REFUND - ALBRECHT ACRES; 1017057 12/10/2025 CAPITAL SANITARY 294.35 Janitorial Supplies - JOTC building; 1017057 12/10/2025 CAPITAL SANITARY 25.36 Janitorial Supplies - JOTC; 1016858 11/26/2025 CAPITAL SANITARY 878.93 Bathroom toiletries for library restrooms; 1016992 12/3/2025 CAPITAL SANITARY 240.68 JANITORIAL SUPPLIES FOR PARKS; 1016992 12/3/2025 CAPITAL SANITARY 120.60 ST5-Janitorial Supplies; 1016992 12/3/2025 CAPITAL SANITARY 58.55 OVEN & GRILL CLEANER; 1017057 12/10/2025 CAPITAL SANITARY 79.07 ST2-Janitorial Supplies; 1017057 12/10/2025 CAPITAL SANITARY 42.57 ST2-Janitorial Supplies; 1017057 12/10/2025 CAPITAL SANITARY 76.80 JANITORIAL SUPPLIES FOR PARKS; 519630 11/26/2025 CARADCO LANDLORD LLC 65,312.22 TIF Fall 2025/FY26; 519843 12/10/2025 CARREN C GUMMIN 1,000.00 K9 Training Instructor; 1016842 11/26/2025 Catalis Public Works & Citizen Engagement, LLC 37,100.00 Catalis Subscription and Professional Services_FY2; 519849 12/10/2025 CHARLES J BLASEN 102.00 Travel Reimbursement; 1016811 11/26/2025 CHARLES M MILLER 102.00 PerDiem for Charlie Miller IowACE 11-5 to 11-7-25; 1016811 11/26/2025 CHARLES M MILLER 58.80 Mileage Reimbursement Charlie Miller 10-22-10-24-2; 1016996 12/10/2025 CINTAS CORP 134.91 Cintas Ramp Rugs FY26; 1016996 12/10/2025 CINTAS CORP 173.28 Cintas Ramp Rugs FY26; 1016833 11/26/2025 City of Dubuque 1,206.72 SD Grant-Edible Garden-Grand River Center/OVG; 1017039 12/10/2025 City of Dubuque 9,203.09 REIMBURSEMENT FOR EMERGENCY REPAIRS; 519841 12/10/2025 CITY OF SUPERIOR, WI 300.00 Superior Sniper Competition; 1016850 11/26/2025 CLAREY'S SAFETY EQUIPMENT INC 236.63 Various Haz Mat Equipment (Flow Regulator, tubing); 1016976 12/3/2025 CLAREY'S SAFETY EQUIPMENT INC 571.26 Carbon Monoxide Monitors for Ambulances; 519679 11/26/2025 Coast to Coast Personal Transportation 359.00 Blanket Purchase Order - Lost Baggage Return; 1017056 12/10/2025 COMELEC INTERNET SERVICES 60.00 INTERNET FOR CAMPGROUNDS-FY26; 1017056 12/10/2025 COMELEC INTERNET SERVICES 126.45 COMELEC INTERNET SERVICE FY26; 1016997 12/10/2025 COMMUNICATIONS ENGINEERING CO 34,463.03 Ethernet switching for Parking Ramp Project; 1016997 12/10/2025 COMMUNICATIONS ENGINEERING CO 3,597.00 Ethernet switching for Parking Ramp Project; 1017047 12/10/2025

CONFLUENCE, INC. 16,668.75 Historic Millwork District Community Space Design; 1016839 11/26/2025 Connor Mosele 90.00 BASKETBALL REFEREE; 1016809 11/26/2025 CONSTELLATION NEW ENERGY GAS DIV 157.16 COD-Dubuque City Garage: Kerper OCT 2025; 1016841 11/26/2025 Cooper Grams 180.00 BASKETBALL REFEREE; 519811 12/3/2025 Cornerstone Government Affairs, Inc 7,500.00 August-November Gov Affairs & Consulting Services; 519811 12/3/2025 Cornerstone Government Affairs, Inc 7,500.00 August-November Gov Affairs & Consulting Services; 519811 12/3/2025 Cornerstone Government Affairs, Inc 7,500.00 August-November Gov Affairs & Consulting Services; 519811 12/3/2025 Cornerstone Government Affairs, Inc 7,500.00 August-November Gov Affairs & Consulting Services; 519854 12/10/2025 CORY RUZICKA 50.00 LANGWORTHY PARTY DEP REFUND; 1016777 11/26/2025 Cottingham & Butler Inc 2,913.00 Ongoing consulting 10-1-2025 to 10-1-2026; 1016777 11/26/2025 Cottingham & Butler Inc 1,000.00 Job Evaluation Retainer - Installment 7 of 11; 1016838 11/26/2025 CR Signs & Lighting, Inc 2,000.00 DBQ Billboard Advertising; 519838 12/10/2025 Crawford, Murphy & Tilly, Inc 2,616.10 Terminal Exit Lane Improvements design phase servi; 1017050 12/10/2025 CRESCENT ELECTRIC 2,034.14 Street Meter Batteries; 519663 11/26/2025 CURT'S SIGNATURE SIGN 1,600.00 Vinyl and installation; 1016792 11/26/2025 DEBRA A SEARLES 42.00 SEPT - OCTOBER MILEAGE FOR DEB SEARLES; 1016778 11/26/2025 DELTA DENTAL OF IOWA 26,218.84 FY26 Delta Dental - December 2025; 1017019 12/10/2025 DEMMER OIL COMPANY 23,487.03 7310 gallons of Diesel; 519861 12/10/2025 DEMMER, VERN 201.78 UB 15762 1320 ALTA VISTA; 1016840 11/26/2025 Derrick Johnson 90.00 BASKETBALL REFEREE; 519619 11/26/2025 DESMAN, INC 6,777.87 Iowa St. Parking Ramp Major Maintenance Repairs; 1016827 11/26/2025 DEVIN M SWEENEY 115.00 WEFTEC - Chicago - 9/30/25-10/01/25; 1016989 12/3/2025 DIAMOND MOWERS INC 725.27 UNIT #4006 - WO7397 - ROLLER, FLANGE; 519665 11/26/2025 DIETZ ENTERPRISES LLC 5,822.64 2025 concrete work in right of way; 1017031 12/10/2025 Digitech Computer LLC 12,990.93 Ambulance Billing Cash Receipts; 519816 12/10/2025 DISH NETWORK LLC 165.12 Blanket Purchase Order - Monthly TV Service; 519644 11/26/2025 DUANE F ROLING 105.00 BASKETBALL REFEREE; 519620 11/26/2025 DUBUQUE COMMUNITY SCHOOL DIST 738.32 Franchise Fee FY26; 519620 11/26/2025 DUBUQUE COMMUNITY SCHOOL DIST 885.25 Franchise Fee FY26; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 550.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 400.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 500.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 575.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 225.00 Dubuque County Abstract & Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE 135.00 Dubuque County Abstract & Title; 519809 12/3/2025 DUBUQUE COUNTY AUDITOR 564.16 Lake Ridge Overpayment; 519810 12/3/2025 DUBUQUE COUNTY AUDITOR 1,526,331.65 N Cascade Overpayment; 519646 11/26/2025 DUBUQUE COUNTY E911 BOARD 93.51

FY26 Radio System Fee; 519646 11/26/2025 DUBUQUE COUNTY E911 BOARD 93.51 1st Qtr AC 911 Access Fee; 519646 11/26/2025 DUBUQUE COUNTY E911 BOARD 93.51 1st Qtr AC 911 Access Fee; 519829 12/10/2025 DUBUQUE COUNTY E911 BOARD 1,122.12 Access Fees E911 Parking; 1016998 12/10/2025 DUBUQUE COUNTY HISTORICAL SOCIETY 1,782.25 Franchise Fee FY26; 519622 11/26/2025 DUBUQUE COUNTY RECORDER 22.00 Dubuque County Recorder-CDBG (Blanket PO); 519815 12/10/2025 DUBUQUE COUNTY RECORDER 32.00 Engineering Recording Fees; 519815 12/10/2025 DUBUQUE COUNTY RECORDER 32.00 Engineering Recording Fees; 519815 12/10/2025 DUBUQUE COUNTY RECORDER 64.00 Engineering Recording Fees; 519815 12/10/2025 DUBUQUE COUNTY RECORDER 47.00 Engineering Recording Fees; 519686 11/26/2025 DUBUQUE DRAGON BOAT ASSOCIATION 300.00 DRAGON BOAT DEP REFUND; 1016977 12/3/2025 DUBUQUE FIRE EQUIPMENT INC 289.00 Fire Extinguishers; 1016977 12/3/2025 DUBUQUE FIRE EQUIPMENT INC 47.50 Shop Use/Building 11/5/25; 1016977 12/3/2025 DUBUQUE FIRE EQUIPMENT INC 45.00 UNIT #3308 - SH42701565 - RCHG FIRE EQUIP, VLV KIT; 1016977 12/3/2025 DUBUQUE FIRE EQUIPMENT INC 160.50 Unit # 11038- WO808 - RECHG, VALVE KIT, BRCKT, NEW; 1016977 12/3/2025 DUBUQUE FIRE EQUIPMENT INC 225.00 UNIT #4009 - WO8021 - 20#ABC DRY CHEM EXTINGUISHER; 519687 11/26/2025 DUBUQUE FOOD PANTRY 300.00 LAUNCH INTO SUMMER REFUND (17); 1016779 11/26/2025 DUBUQUE HOSE & HYDRAULICS 34.36 UNIT #3237 - WO 8061 - HOSE & CRIMP SOCKET; 1016779 11/26/2025 DUBUQUE HOSE & HYDRAULICS 96.00 LF- Gloves Cut 2 Nitrile Gloves -XL; 1016999 12/10/2025 DUBUQUE HUMANE SOCIETY 14,933.00 FY26 Contracted Service Fees; 519689 11/26/2025 DUBUQUE JAYCEES 300.00 TOUR DE GIVE DEP REFUND; 519688 11/26/2025 DUBUQUE JAYCEES 300.00 FIREWORKS/AIRSHOW DEP REF; 1016780 11/26/2025 DUBUQUE MAIN STREET LIMITED 5,000.00 Dubuque Main Street Ltd__SWAP\City Funding to SWA; 519690 11/26/2025 DUBUQUE PRIDE, INC. 300.00 PRIDE FESTIVAL DEP REFUND; 519651 11/26/2025 DUBUQUE SCREW PRODUCTS INC 9,943.56 TIF Fall 2025/FY26; 519855 12/10/2025 DUBUQUE SENIOR STUDENT COUNCIL 300.00 SENIOR HS PARADE DEP REFUND; 1017021 12/10/2025 DUBUQUE SIGN COMPANY 3,344.30 Sign Install and Decals for Intermodal Parking Ram; 1017021 12/10/2025 DUBUQUE SIGN COMPANY 180.00 Iowa Ramp Coroplast Signs; 1016987 12/3/2025 DUBUQUELAND DOOR COMPANY 221.03 LF- RCC #3 wash bay door repair; 1016987 12/3/2025 DUBUQUELAND DOOR COMPANY 597.74 Repair & Maint of Doors @ City of DBQ Locations; 519659 11/26/2025 DUPACO COMMUNITY CREDIT UNION 123,441.00 TIF Fall 2025/FY26; 1017023 12/10/2025 EASTERN IOWA EXCAV & CONCRETE LLC 292,106.97 Auburn & Custer Utility & Roadway Project; 1017001 12/10/2025 ELECTRONIC DATA COLLECTION CORP 6,630.00 Aims Mobile ZQ511 Ensemble; 519817 12/10/2025 ENVIRONMENTAL MANAGMNT SERV OF IOWA 1,800.00 ASBESTOS INSPECTION-EPP 3 PAVILIONS; 1016805 11/26/2025 EXPRESS EMPLOYMENT PROFESSIONALS 770.00 Express employee; 1016805 11/26/2025 EXPRESS EMPLOYMENT PROFESSIONALS 153.30 Temporary Administrative Assistant for HR; 1017020 12/10/2025 EXPRESS EMPLOYMENT PROFESSIONALS 448.00 Dispatcher Temp Services; 519662 11/26/2025 FACTUAL DATA 102.35 Factual Data- Blanket PO; 1016781 11/26/2025 FARONICS TECHNOLOGIES USA INC 1,221.15 Deep Freeze for public PCs; 1017041 12/10/2025 FEH Associates Inc 3,599.70 Minor Mods Project; 1016813 11/26/2025 FEHR-GRAHAM & ASSOCIATES LLC 1,221.00 Tamarack Sanitary Sewer Extension; 1016813 11/26/2025 FEHR-GRAHAM & ASSOCIATES LLC 1,429.50 Tamarack Sanitary Sewer Extension; 1016813 11/26/2025 FEHR-GRAHAM & ASSOCIATES LLC 250.00

Tamarack Sanitary Sewer Extension; 519623 11/26/2025 FINLEY HOSPITAL 7,728.83 Franchise Fee FY26; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 57,792.69 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 63,351.67 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 1,846.61 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 47,491.55 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 2,277.26 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 11,521.00 Airfield Pavement Management Program Update; 1017015 12/10/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 11,521.00 Airfield Pavement Management Program Update; 1016782 11/26/2025 FOUR MOUNDS FOUNDATION 5,900.00 821 Garfield Ave. - Four Mounds Foundation- HEART; 1017002 12/10/2025 FOUR MOUNDS FOUNDATION 5,000.00 3554 Keymeer Four Mounds Construction 24 OAHMP; 1016810 11/26/2025 FRANKLIN INVESTMENTS LLC 10,528.12 TIF Fall 2025/FY26; 519629 11/26/2025 FRED JACKSON TUCKPOINTING CO 641.00 Bluff Street Modillion Inspection; 519674 11/26/2025 Gardens of Dubuque LLC 16,598.60 TIF Fall 2025/FY26; 519691 11/26/2025 GARY J DUSTER 50.00 GRAFFITI NIGHTS DEP REFUND; 1017026 12/10/2025 GARY W PAPE JR 140.00 Per Diem Firearms Instructor; 1016834 11/26/2025 Gavin Sarvis 270.00 BASKETBALL REFEREE; 519624 11/26/2025 GEISLER BROTHERS COMPANY 651.04 TIF Fall 2025/FY26; 519625 11/26/2025 GIESE MANUFACTURING CO INC 27,336.33 TIF Fall 2025/FY26; 1017038 12/10/2025 Global Flight Solutions, LLC 4,000.00 Blanket Purchase Order - Monthly Air Serv. Consult; 519692 11/26/2025 GRANDVIEW GALLOP, INC 300.00 GRANDVEW GALLOP DEP REFUND; 519666 11/26/2025 GRAY MEDIA GROUP, INC 700.00 Advertising; 519666 11/26/2025 GRAY MEDIA GROUP, INC 1,750.00 Advertising; 519818 12/10/2025 GREATER DUBUQUE DEVELOPMENT CORP 28,625.00 FY26 COS GDDC; 519818 12/10/2025 GREATER DUBUQUE DEVELOPMENT CORP 6,625.00 FY26 COS GDDC; 519641 11/26/2025 GREEN INDUSTRIAL PROPERTIES LLC 78,801.51 TIF Fall 2025/FY26; 519681 11/26/2025 GT Novelty LLC 100,149.00 TIF Fall 2025/FY26; 1016790 11/26/2025 GUS N PSIHOYOS 1,840.29 GPsihoyos Travel Reimbursement Weftec; 1017032 12/10/2025 Haidee M Cardoso 9.52 Mileage Reimbursement; 519704 12/1/2025 Hannah M Welsh 171.89 Ambulance Refund - Check Re-Issue; 1016783 11/26/2025 HDR ENGINEERING INC 2,795.00 Sanitary Sewer Asset Mgmt Plan; 1016783 11/26/2025 HDR ENGINEERING INC 21,593.03 Sanitary Sewer Asset Mgmt Plan; 1016783 11/26/2025 HDR ENGINEERING INC 11,202.50 Sanitary Sewer Asset Mgmt Plan; 1016852 11/26/2025 HEIAR BROTHERS FENCING INC 2.39 GATE LATCH FOR PICKLEBALL COURTS; 1016857 11/26/2025 HEIMAN INC 3,198.19 Engine Pump Intake & Nozzle; 519652 11/26/2025 HJD LANDLORD LLC 133,148.97 TIF Fall 2025/FY26; 1016784 11/26/2025 HODGE COMPANY 9,556.06 FY26 Data Center Rent and Expenses Nov; 519627 11/26/2025 HOLY FAMILY CATHOLIC SCHOOLS 90.61 Franchise Fee FY26; 519634 11/26/2025 HORMEL FOODS CORPORATION 130,701.51 TIF Fall 2025/FY26; 519693 11/26/2025 HOSPICE OF DUBUQUE 50.00 TREE OF LIFE REFUND; 519649 11/26/2025 HOYNE LANDSCAPING & SNOW PLOWING 1,685.00 Pulverized Soil- Picked up 10/17-11/03; 1017030 12/10/2025 IMWCA 22,621.91 TPA payments - October 2025; 1017030 12/10/2025 IMWCA 23,018.61 TPA 411 Payment - October 2025; 519669 11/26/2025 INFOSEND INC 18,572.98 October Charges; 519637 11/26/2025 IOWA COMMUNITIES ASSURANCE POOL 750.00 FY26 Damage Claims; 519819 12/10/2025 IOWA DEPT OF TRANSPORTATION 60.00 DHomb IowaDOT Classes; 519820 12/10/2025 IOWA DEPT OF TRANSPORTATION 300.00 DHomb IowaDOT Classes;

519821 12/10/2025 IOWA DEPT OF TRANSPORTATION 480.00 DHomb IowaDOT Classes; 519628 11/26/2025 IOWA ONE CALL 54.40 Iowa One Call Utility Locates; 260600001 12/3/2025 IOWA WORKFORCE DEVELOPMENT 7,272.00 Unemployment claims for Qtr ending 9-30-2025; 519680 11/26/2025 Iron Creek Group LLC 2,279.17 FY26 Rent for 300 Main, Suite 330; 519680 11/26/2025 Iron Creek Group LLC 5,390.83 FY26 Taxes/Insurance for 300 Main, Suite 330; 1017006 12/10/2025 ISAIAH R HOFF 100.00 Per Diem IAI Educational Conference; 1016786 11/26/2025 J & R SUPPLY COMPANY 2,186.14 Street- Cones 11/05/25; 1016786 11/26/2025 J & R SUPPLY COMPANY 1,344.00 4x4 Scourstop Mat; 1016822 11/26/2025 JASON D DUBA 170.00 PerDiem for Jason Duba Iowa Cycling Instructor Sem; 1016831 11/26/2025 Jason D Lehman 39.01 JDL Mileage 7/1/2025-9/30/2025; 1017037 12/10/2025 Jean Noel 140.00 Reimbursement for Per Diem for IPTA conference; 519828 12/10/2025 JEFF UPMANN 2,080.00 Chicago Tribune & Rockford Register 10/25 to 10/26; 1016837 11/26/2025 Jeffrey R Manders 39,966.34 TIF Fall 2025/FY26; 519660 11/26/2025 JHTD PLAZA LLC 4,834.97 TIF Fall 2025/FY26; 519834 12/10/2025 Jim Giese Commercial Roofing, Inc. 49,485.00 Fire Station 6 Roof Replacement Project; 1017029 12/10/2025 Kanopy Inc 1,097.00 Kanopy Streaming Services for Adult Collection; 519839 12/10/2025 Kara Maxwell 140.00 Reimbursement for Per Diem for IPTA Conference; 519847 12/10/2025 KDST RADIO - DIVISION OF DESIGN HOMES,; INC.; 650.00 Advertising for October 2025; 1016845 11/26/2025 KEELEY RESTORATION SERVICES LLC 213,337.13 2025 Repair and Maintenance Iowa Street Parking Ra; 1016818 11/26/2025 KEN SAIKI DESIGN INC 36,013.75 COMISKEY PARK -PHASE 2; 519645 11/26/2025 KENNETH J WELTER 90.00 BASKETBALL REFEREE; 1016801 11/26/2025 KEVIN C ESSER 102.00 Travel Reimbursement; 1017044 12/10/2025 Key Lime Air Corp 288,394.24 MRG for October 2025; 519626 11/26/2025 KIM A HERRIG 412.00 FY26 Custodial Services for 300 Main, Suite 330; ; 519694 11/26/2025 KIWANIS CLUB OF DUBUQUE FOUNDATION 300.00 KIWANIS KIDS DAY DEP REFUND; 519656 11/26/2025 KLAUER MANUFACTURING COMPANY 53,511.83 TIF Fall 2025/FY26; 519856 12/10/2025 KOLE HAVERLY 50.00 COSPT DEP REFUND; 1016978 12/3/2025 KONE INC 210.00 FY26 Engine House Elevator Service; 519676 11/26/2025 Korrin Schriver 20,060.16 FY2026 USDA Contractor Agreement_ReEvolution Farms; 519695 11/26/2025 KRONK DISC GOLF, LLC 50.00 KRONK GOLF DEP REFUND; 519848 12/10/2025 Kyle Mueller 102.00 Travel Reimbursement; 519685 11/26/2025 LA LEONA 400.00 DUPLICATE PAYMENT REFUND FOR FOOD LICENSE; 519631 11/26/2025 LORAS COLLEGE 3,761.49 Franchise Fee FY26; 519631 11/26/2025 LORAS COLLEGE 101.64 Franchise Fee FY26; 1016820 11/26/2025 MACQUEEN EQUIPMENT GROUP (17.66) UNIT #2704 Plate 6" Vacuum; 1016820 11/26/2025 MACQUEEN EQUIPMENT GROUP 1,408.59 STOCK - RUBBISH; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 1,876.12 Energy Costs; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 80.00 Energy Costs; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 87.70 Energy Costs; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 95.62 Energy Costs; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 540.33 FY2026 BLANKET PO - ELECTRICITY COSTS; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 2,439.12 Blanket Purchase Order - Monthly Electric Service; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 101.40 Electrical Svc - Airport Lift Station - FY26; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 62.60 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 75.37 FY26

Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 44.68 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 48.59 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 61.09 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 57.60 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 44.68 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 53.50 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 370.05 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 392.71 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 57.16 FY26 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 94.43 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 91.77 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 72.85 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 130.08 FY26 Electric Traffic & Street Lights; 1017051 12/10/2025 MAQUOKETA VALLEY ELECTRIC COOP 73.30 FY26 Electric Traffic & Street Lights; 1016979 12/3/2025 MAQUOKETA VALLEY ELECTRIC COOP 133.48 FY26 Electric Traffic & Street Lights; 519661 11/26/2025 MARQUETTE HALL LLC 4,548.48 TIF Fall 2025/FY26; 1017042 12/10/2025 Martin Fitzpatrick 120.00 Travel Reimbursement; 519683 11/26/2025 Matthew Kalcevich 109.55 MILEAGE REIMBURSEMENT; 1017004 12/10/2025 MCDERMOTT EXCAVATING 406,747.05 2024SRF Green Alley Project; 519822 12/10/2025 MEDIACOM 236.90 INTERNET FOR TREE CREW-FY26; 519633 11/26/2025 MEDICAL ASSOCIATES CLINIC PC 1,272.00 pre-employ screening, phys, vaccine, drug/alcohol; 1016825 11/26/2025 MEDLINE INDUSTRIES, LP 182,157.19 TIF Fall 2025/FY26; 519671 11/26/2025 MET X LLC 89,796.06 TIF Fall 2025/FY26; 1016798 11/26/2025 MICHAEL C VAN MILLIGEN 415.80 9/17 MVM_TR_ILC Annual Conf_Des Moines; 1017009 12/10/2025 MICHAEL C VAN MILLIGEN 15.54 12/1 MVM business lunch w/ Caprice Jones; 1016816 11/26/2025 MICHAEL J REINERT 112.00 MILEAGE FOR MIKE REINERT; 519654 11/26/2025 MICHAEL K SCHMIDT 50,000.00 Yearly Debt Payment for Bowling & Beyond; 519696 11/26/2025 MICHAEL W OGLESBY FOUNDATION INC 300.00 FAJ DEPOSIT REFUND (52); 1017014 12/10/2025 MICS CONSTRUCTION 4,600.00 1866 Washington - Mic's Const. LHH '21; 1017012 12/10/2025 MIDWEST ALARM SERVICES INC 2,586.24 POD Ramp Alarm Monitor and Sprinkler FY26; 1017018 12/10/2025 MIDWEST TAPE LLC 6,677.27 Downloadable materials Hoopla; 260600003 12/3/2025 MIDWESTONE BANK 655,829.00 December 2025 HAP; 260600004 12/3/2025 MIDWESTONE BANK 2,461.75 December 2025 Admin Fee; 1016826 11/26/2025 MILLER COMPANIES LLC 15,668.09 TIF Fall 2025/FY26; 519850 12/10/2025 Miller-Mohammed, Tricia 332.50 Food license refund; 519831 12/10/2025 MILLWORK HOTEL ASSOCIATES LLC 618.04 1771 Alta Vista Relocation 21-LHH; 519831 12/10/2025 MILLWORK HOTEL ASSOCIATES LLC 618.04 1771 Alta Vista Relocation 21-LHH ROOM 309; 519831 12/10/2025 MILLWORK HOTEL ASSOCIATES LLC 1,545.10 1771 Alta Vista Relocation LHH21 Rm 315; 519831 12/10/2025 MILLWORK HOTEL ASSOCIATES LLC 1,236.08 1771 Alta Vista Relocation LHH21 Rm 309; 519831 12/10/2025 MILLWORK HOTEL ASSOCIATES LLC 1,236.08 Townplace Suites Rel. 1771 Alta Vista LHH '21 Rm31; 519857 12/10/2025 MISSISSIPPI VALLEY RUNNING ASSOCIATION 50.00 BENEFIT CLASSIC DEP REFUND; 1016846

11/26/2025 MK PROPERTIES LLC 1,350.00 1430 1/2 Iowa St. - TBRA - M. Blok App #2530; 519824 12/10/2025 MOLO OIL COMPANY 51,494.66 CoD Vehicle Fuel - 10/19/25-11/18/25; 519703 12/1/2025 MOLO OIL COMPANY 648.50 Ambulance Refund - Check Re-Issue; 519658 11/26/2025 MOLO PETROLEUM LLC 304.10 Landfill fluids- Mobil SHC 629 5 gal 06/19/25; 519658 11/26/2025 MOLO PETROLEUM LLC 1,692.30 Landfill fluids- Guardol Bulk and Megaflow AW HVI; 519658 11/26/2025 MOLO PETROLEUM LLC 25.38 Landfill fluids-Service Charge; 519658 11/26/2025 MOLO PETROLEUM LLC 898.15 Fuel Charges City of DBQ-Fire; 1016789 11/26/2025 MORRISON BROTHERS CO 10.04 LF- Materials for Hoop Building; 519635 11/26/2025 MULGREW OIL COMPANY 1,642.21 LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/30/25; 519635 11/26/2025 MULGREW OIL COMPANY 2,106.70 LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/06/25; 519635 11/26/2025 MULGREW OIL COMPANY 2,893.02 LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/04/25; 519697 11/26/2025 MUSIC N MORE 300.00 KICKOFF TO SUMMER/SLB REFUND; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 93.12 UNIT # 2602 Replace Automatic Transmission; 1016980 12/3/2025 MUTUAL WHEEL COMPANY (1,164.26) #1921 Brake Shoes and RS Shoe Kit; 1016980 12/3/2025 MUTUAL WHEEL COMPANY (405.96) Unit 1916 9009 Horton Fan Fan clutch Core; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 450.91 Unit # 2695; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 43.59 Unit # 540011 Parts: LED Lamp and Grommet; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 76.68 UNIT # 2682 Parts: Sensor; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 123.72 Unit #2697- Wheel; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 53.04 Unit # 4917 - GREASE CAP, EZ LUBE PLUG; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 26.14 Unit # 1702 - SEAL CLAMP; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 164.06 Unit #2697 - WO 8059 - SENSOR; 1016980 12/3/2025 MUTUAL WHEEL COMPANY 783.96 Unit #2681 - WO 8093 - BRAKE DRUM; 519677 11/26/2025 Ned Oberbroeckling 1,554.42 TIF Fall 2025/FY26; 1016806 11/26/2025 NETWORK COMPUTER SOLUTIONS 2,006.25 October 30th Service; 1017022 12/10/2025 NETWORK COMPUTER SOLUTIONS 435.00 Service on 11/5 and 11/18; 519844 12/10/2025 NEZTROP, LLC 1,000.00 Lease w/ Neztrop LLC for Bee Branch Material Stora; 1017035 12/10/2025 Nicole Lytle 60.00 EBL Conference Reimbursment Nicole; 1017035 12/10/2025 Nicole Lytle 34.00 Nicole Housing IA Conference 2025; 1016847 11/26/2025 Nolan Czako 180.00 BASKETBALL REFEREE; 1016853 11/26/2025 NORTHEAST IOWA COMMUNITY COLLEGE 30.95 Franchise Fee FY26; 1016853 11/26/2025 NORTHEAST IOWA COMMUNITY COLLEGE 582.42 Franchise Fee FY26; 519698 11/26/2025 NORTHEAST IOWA COUNCIL 300.00 SCOUTS MOMS DAY BREAKFAST REFUND; 1017013 12/10/2025 NUTRI JECT SYSTEMS INC 9,100.00 Biosolids Management - Storage; 1017013 12/10/2025 NUTRI JECT SYSTEMS INC 14,137.12 Biosolids Management - WRRC Hauling; 1016785 11/26/2025 ORIGIN DESIGN CO 6,988.50 Task order 35-1; 1016785 11/26/2025 ORIGIN DESIGN CO 10,229.70 Task order 35-1; 1017003 12/10/2025 ORIGIN DESIGN CO 15,653.50 Task order 35-1; 1017003 12/10/2025 ORIGIN DESIGN CO 9,907.90 Kerper Lift Station Consulting Engineering; 1017003 12/10/2025 ORIGIN DESIGN CO 17,049.50 Kerper Lift Station Consulting Engineering; 519636 11/26/2025 ORKIN LLC 300.00 PEST CONTROL JOTC - Odd Job; 519858 12/10/2025 OUTSIDE THE LINES ART GALLERY 50.00 GREAT ST DRAW DEP REFUND; 1016807 11/26/2025 OVERDRIVE INC 137.98 Downloadable Ebooks and EAudio for Adult Collectio; 1016807 11/26/2025 OVERDRIVE INC 482.78 Downloadable Ebooks and EAudio for Adult Collectio; 1016807 11/26/2025 OVERDRIVE INC 1,444.19 Downloadable Ebooks and

EAudio for Adult Collectio; 519846 12/10/2025 PANNIER CORPORATION 1,510.00 Story Walk Backer Panels; 1017024 12/10/2025 PASSPORT LABS INC 2,011.25 Passport Parking Meter App FY26; 1016799 11/26/2025 PATRICIA L GLEASON 327.00 IMFOA BOARD MTG 8/8/25; 1016835 11/26/2025 Patrick Quarnstrom 120.00 BASKETBALL REFEREE; 1016832 11/26/2025 Pitney Bowes Bank Inc Reserve Account 254.43 Postage Meter Rental October through December 2025; 519851 12/10/2025 PL-Enserv LLC 196.96 Landfill Refund for Overpayment; 1016981 12/3/2025 POLYDYNE INC 15,640.00 Polymer - 6 totes - CE-2701 - for the Centrifuge; 1016981 12/3/2025 POLYDYNE INC 7,820.00 Polymer - 6 totes - CE-2701 - for the Centrifuge; 1016981 12/3/2025 POLYDYNE INC 23,460.00 Polymer - 6 totes - CE-2701 - for the Centrifuge; 1016981 12/3/2025 POLYDYNE INC 7,820.00 Polymer - 6 totes - CE-2701 - for the Centrifuge; 1016981 12/3/2025 POLYDYNE INC 15,640.00 Polymer - 6 totes - CE-2701 - for the Centrifuge; 519639 11/26/2025 PRAIRIE FARMS 11,065.71 TIF Fall 2025/FY26; 519837 12/10/2025 Quality Striping Inc 26,006.25 Runway Markings Improvement #3; 519648 11/26/2025 QUEEN B RADIO WISCONSIN INC 306.00 Advertising; 519648 11/26/2025 QUEEN B RADIO WISCONSIN INC 300.00 Advertising; 1017005 12/10/2025 RACOM CORPORATION 89,578.06 Theia lenses; 1016791 11/26/2025 RACOM CORPORATION 780.00 RADIO FOR NEW CHIPPER TRUCK; 1017033 12/10/2025 RaDD Network Solutions, Inc. 3,279.62 RaDD network Solutions Fiber; 1016830 11/26/2025 RaDD Network Solutions, Inc. 4,869.05 Splice Capsules for fiber vaults; 519670 11/26/2025 RAM SERVICES LLC 1,045.00 2085 Sunnyview Radon Mitigation; 519657 11/26/2025 RITE HITE 70,879.43 TIF Fall 2025/FY26; 519632 11/26/2025 ROASTING SOLUTIONS LLC 35,072.62 TIF Fall 2025/FY26; 1016819 11/26/2025 ROBERT G WRIGHT JR 5,600.00 806 Lowell Construction HH22 11.17.2025; 1017028 12/10/2025 ROBERT G WRIGHT JR 1,900.00 2650 Roosevelt HH Work; 1017028 12/10/2025 ROBERT G WRIGHT JR 100.00 CO - 735 Cleveland Ave. LHH '21 Wright Constructio; 519699 11/26/2025 ROBYN KAPPAROS 50.00 cars and coffee deposit refund (22); 1017034 12/10/2025 Ronald V Burbach 215.00 Spring Landscape -Supplemental Inv; 1016824 11/26/2025 ROSHEK PROPERTY LLC 195,602.85 TIF Fall 2025/FY26; 260600002 12/10/2025 RXBENEFITS INC 72,796.94 FY26 Presc Admin & Claims - 11/8 to 11/21/25; 519647 11/26/2025 SAFEGUARD BUSINESS SYSTEMS INC 1,160.00 CSP-L T-shirts; 519647 11/26/2025 SAFEGUARD BUSINESS SYSTEMS INC 365.05 Art Postcards FY 26; 519647 11/26/2025 SAFEGUARD BUSINESS SYSTEMS INC 348.35 Art Postcards FY 26; 519682 11/26/2025 Sandra Fowler 15,000.00 Dept Mgr for Housing-Fowler Consulting; 519842 12/10/2025 Sandra Fowler 11,000.00 Dept Mgr for Housing-Fowler Consulting; 1016828 11/26/2025 Save On SP, LLC 2,752.71 Savings on specialty drugs - October 2025; 519638 11/26/2025 SCHMALZ PRECAST CONCRETE MFG 685.00 Storm Sewer- City Squares; 519684 11/26/2025 Scott Brachman 360.00 Travel Reimbursement; 1017025 12/10/2025 SCOTT G SCHLICHTE 441.00 NeoGov Conf. Per Diem; 1017036 12/10/2025 Sewer AI Corporation 1,120.00 Auto Code Services Sewer AI; 519673 11/26/2025 Shawn Stoffel 102.00 Travel Reimbursement; 519668 11/26/2025 SIMMONS PET FOOD INC 240,090.31 TIF Fall 2025/FY26; 1016793 11/26/2025 SPAHN & ROSE LUMBER 64,075.96 TIF Fall 2025/FY26; 1016829 11/26/2025 SPECIAL MARKETS INSURANCE CONSULTAN 1,201.78 AMERICORPS MEMBER HEALTH INSURANCE- OCTOBER; 519859 12/10/2025 SPECIAL OLYMPICS IOWA 300.00 POLAR PLUNGE DEP REFUND; 519678 11/26/2025 Springshare LLC 303.45 SMS fees for library notices; 519825

12/10/2025 SPX CORPORATION 3,785.29 Genfare Equipment - Diagnostic Tool; 519675 11/26/2025 State of Iowa Dept of Inspections and Appeals 40.00 ANNUAL BOILER INSPECTION- POD MARINA; 1016794 11/26/2025 STRAND ASSOCIATES INC 11,849.56 Schmitt Island Sanitary Project; 1016794 11/26/2025 STRAND ASSOCIATES INC 15,243.40 Granger Creek Pumping Station Design; 1016794 11/26/2025 STRAND ASSOCIATES INC 14,322.27 Granger Creek Pumping Station Design; 1016794 11/26/2025 STRAND ASSOCIATES INC 64,342.98 Old Mill Rd Pumping Station; 1016794 11/26/2025 STRAND ASSOCIATES INC 51,777.88 Old Mill Rd Pumping Station; 1016794 11/26/2025 STRAND ASSOCIATES INC 52,913.37 Old Mill Rd Pumping Station; 519830 12/10/2025 SUSTAINABLE STRATEGIES DC 7,500.00 Strategic Funding Services - Grant Writing; ; 1016854 11/26/2025 SWANK MOTION PICTURES INC 1,267.00 Movie Licensing for Youth; 1016843 11/26/2025 Switch Development, LLC 12,599.53 TIF Fall 2025/FY26; 1016855 11/26/2025 TELEGRAPH HERALD 1,983.51 Publication Expenses; 1016855 11/26/2025 TELEGRAPH HERALD 3,041.48 Publication Expenses; 1016855 11/26/2025 TELEGRAPH HERALD 102.20 Publication Expenses; 1016982 12/3/2025 TELEGRAPH HERALD 1,382.91 Publication Expenses; 1017052 12/10/2025 TELEGRAPH HERALD 700.00 Job advertisements - PIO; 1017052 12/10/2025 TELEGRAPH HERALD 649.00 Budget public meeting ad; 519835 12/10/2025 Telos Corporation 213.00 Blanket Purchase Order - Fingerprinting; 1016795 11/26/2025 TERRACON CONSULTANTS INC 6,033.75 Catfish Creek Interceptor Middle Fork Phase 3; 1016795 11/26/2025 TERRACON CONSULTANTS INC 9,812.50 Terracon BB Pump Consulting Services; 1016795 11/26/2025 TERRACON CONSULTANTS INC 45,930.00 Catfish Creek Interceptor South Fork Phase 4; 519700 11/26/2025 TERRY L MOZENA 300.00 DANCE YOUR BLUFF OFF DEP REF; 519814 12/10/2025 THE DUBUQUE ADVERTISER 967.00 Blanket Purchase Order - Marketing; 1016804 11/26/2025 THE FISCHER COMPANIES 4,745.58 TIF Fall 2025/FY26; 1017016 12/10/2025 THE FISCHER COMPANIES 80.00 FY26 Parking; 1016788 11/26/2025 THE LOCKSMITH EXPRESS 200.00 MSC Floodwall- keys for Floodwall; 519655 11/26/2025 THE METRIX COMPANY 195.24 Franchise Fee FY26; 519826 12/10/2025 THEISENS INC 53.99 Parking Uniform shoes; 1016800 11/26/2025 THOMAS J KIEFER 90.00 BASKETBALL REFEREE; 519664 11/26/2025 THREE AMIGOS LLC 6,190.89 TIF Fall 2025/FY26; 519705 12/1/2025 Tim Martin 506.95 Ambulance Refund - Check Re-Issue; 1016787 11/26/2025 TIMOTHY A LINK 337.35 T Link per diem for CPO conf Cedar Rapids 11/4/25; 1016821 11/26/2025 TIMOTHY J LAWLER 85.00 TLawler Travel APWA IL Traffic Tech II Cert; 1017007 12/10/2025 TIMOTHY L SPECHT 24,975.00 640 W 11th St 21 Lead and HH Work; 1017007 12/10/2025 TIMOTHY L SPECHT 2,700.00 640 W. 11th St. Specht Construction LHH21; 1016808 11/26/2025 TODD M. SIEVERDING 102.00 Travel Reimbursement; 1017008 12/10/2025 TOP GRADE EXCAVATING INC 1,686,464.73 Old Mill LS and FM Project Phase 2; 519860 12/10/2025 TRAVEL DUBUQUE 50.00 DOCK DOGS DEP REFUND; 1016814 11/26/2025 TRAVIS F SMITH 8,118.50 FY26 Lawn Mowing Services; 1016796 11/26/2025 TRICON CONSTRUCTION GROUP 253,478.80 Granger Creek Lift Station Improvements; 1016990 12/3/2025 TRI-STATE PORTA POTTY INC 990.00 Rental of units for LF and Streets (Balance) 11/11; 1016983 12/3/2025 TRUCK COUNTRY OF IOWA INC (194.40) UNIT #1921 - BATTERIES; 1016983 12/3/2025 TRUCK COUNTRY OF IOWA INC 119.36 Unit 2703; 1016983 12/3/2025 TRUCK COUNTRY OF IOWA INC (255.00) STOCK - BUS; 1016983 12/3/2025 TRUCK COUNTRY OF IOWA INC (255.00) UNIT #3407 - SENSORS; 1016983 12/3/2025 TRUCK

COUNTRY OF IOWA INC 351.36 STOCK - Vehicle Batteries; 1016983 12/3/2025 TRUCK COUNTRY OF IOWA INC 845.41 UNIT# 3402 -WO 8108 - NITROGEN SENSORS; 519653 11/26/2025 TRUGREEN LIMITED PARTNERSHIP 51.81 FY26 Fed Bldg Lawn; 1016797 11/26/2025 TURPIN DODGE OF DUBUQUE LLC 497.25 UNIT #1702 - WO 7931 - MUFFLER; 519827 12/10/2025 UNION HOERMANN PRESS 496.00 Union Hoermann Brochures OAHMP & Healthy Homes; 519701 11/26/2025 UNITED WAY OF DUBUQUE AREA TRI-STATES 300.00 OVER THE EDGE DEP. REFUND; 519640 11/26/2025 UNIVERSITY OF DUBUQUE 434.67 Franchise Fee FY26; 519640 11/26/2025 UNIVERSITY OF DUBUQUE 7,904.44 Franchise Fee FY26; 519642 11/26/2025 VERIZON WIRELESS SERVICES LLC 324.26 Fixed Route Rangers Data; 519642 11/26/2025 VERIZON WIRELESS SERVICES LLC 111.55 Fixed Route Signs Data; 1016803 11/26/2025 Vestis Group Inc (f/k/a Aramark) 131.97 Linens, tablecloths, cleaning cloths; 519702 11/26/2025 VETERANS FREEDOM CENTER, INC 300.00 MEMORIAL DAY PARADE DEP REFUND; 1017040 12/10/2025 Vidl Solutions, Inc 2,700.00 CC Goal-Organizational Culture Continuous Improvem; 519643 11/26/2025 WALTER DEVELOPMENT LLC 164,543.49 TIF Fall 2025/FY26; 1016984 12/3/2025 WELTER STORAGE EQUIPMENT CO INC 1,010.00 Storage Cabinets; 1017010 12/10/2025 WELU PRINTING COMPANY 39.10 Wolle Business Cards; 1017010 12/10/2025 WELU PRINTING COMPANY 39.10 Brumwell Business Cards; 1017011 12/10/2025 WHKS AND COMPANY 397.80 EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC; 1017011 12/10/2025 WHKS AND COMPANY 5,862.72 Auburn and Custer Bidding and Construction Assista; 1017011 12/10/2025 WHKS AND COMPANY 735.48 Brunskill Rd Sanitary Sewer Streambank Restoration; 1017011 12/10/2025 WHKS AND COMPANY 10,638.86 Grand Harbor Waterpark Structure Inspection; 1017055 12/10/2025 WOODMAN ELECTRICAL CONTRACTORS 1,293.00 Port Ramp Tech Support; 1016985 12/3/2025 ZARNOTH BRUSH WORKS INC 371.40 STOCK - Street Sweeper Brushes; 1016985 12/3/2025 ZARNOTH BRUSH WORKS INC 645.00 STOCK - Street Sweeper Broom 11/12/25(1); 1016985 12/3/2025 ZARNOTH BRUSH WORKS INC 645.00 STOCK - Street Sweeper Broom 11/12/25(2); 1016985 12/3/2025 ZARNOTH BRUSH WORKS INC 860.00 STOCK - Street Sweeper Broom 11/12/25(3); 1016985 12/3/2025 ZARNOTH BRUSH WORKS INC 430.00 STOCK - Street Sweeper Broom 8/29/25; $ 10,721,997.27

1t 12/24

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

12/24/2025

and for which the charge is 626.63

Kathy Goetzinger

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

this 24th day of December, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

City of Dubuque
Expenditures Approved by the City Council at the 12/15/25
meeting
COUNCIL APPROVAL
VENDOR NAME NET AMOUNT INVOICE DESCRIPTION
PAYDATE 12-17-2025
1800TShirts $ 194.00 Transit Employee Uniforms; 1800TShirts 537.50 Parking Meter Enforcement Employee Uniforms; 1ST AYD CORP 214.14 Janitorial Supplies - JOTC Garage; 563 DESIGN PLLC 3,750.00 Architectural Services-Fire Station HDQ Remodel; 563 DESIGN PLLC 4,000.00 ST5 Emergency Repair-Stair Replacement; 563 DESIGN PLLC 21,000.00 Construction Documentation; A-1 MOBILE STORAGE SERVICE, LLC 175.00 STORAGE CONTAINER -BRANCHING OUT DBQ; ADDOCO INC 1,280.00 MULCH FOR GREENHOUSE AREAS; ADVANCE DESIGNS 230.00 TST HD sweatshirts; ADVANCE DESIGNS 1,214.56 UNIFORMS FOR FT STAFF; ADVANCE DESIGNS 390.12 UNIFORMS FOR FT STAFF; AHLERS & COONEY PC 539.00 Urban Renewal General; AHLERS & COONEY PC 2,106.50 General Professional Services; AHLERS & COONEY PC 78.00 ITC Franchise Ordinance; AHLERS & COONEY PC 1,930.00 Environmental Services; AHLERS & COONEY PC 3,028.00 Environmental Professional Services; AIRGAS USA LLC 16.20 Medical Oxygen for Ambulances; AIRGAS USA LLC 2.70 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 2.70 MONTHLY TANK RENTALS FOR WATER TRT.PROCESS; AIRGAS USA LLC 5.40 MONTHLY TANK RENTALS FOR WATER TRT.PROCESS; AIRGAS USA LLC 2.70 Medical Oxygen for Ambulances; AIRGAS USA LLC 5.94 Medical Oxygen for Ambulances; AIRGAS USA LLC 13.37 Medical Oxygen for Ambulances; AIRGAS USA LLC 2,674.69 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,341.81 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 10.18 Medical Oxygen for Ambulances; AIRGAS USA LLC 2,599.90 Tank & Vaporizer Rental - FY26; AIRGAS USA LLC 2,692.65 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,510.32 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 1,953.02 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,270.68 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,124.96 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 2,629.12 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,315.57 Liquid Oxygen for the WRRC - FY26; AIRGAS USA LLC 3,303.14 Liquid Oxygen for the WRRC - FY26; ALLIANT ENERGY 1,310.23 Electricity for Intermodal Nov 25; ALLIANT ENERGY 1,811.93 Electricity for JOTC Nov 25; ALLIANT ENERGY 5,399.44 FY 2026 Energy Costs for Various Locations; ALLIANT ENERGY 410.10 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 2,957.94 FY 2026 Energy Costs for Various Locations; ALLIANT ENERGY 72,616.78 FY2026 BLANKET PO - ELECTRICITY COSTS; ALLIANT ENERGY 64.34 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 3,234.96 FY 2026 Energy Costs for Various Locations; ALTORFER INC 25.00 UNIT #3475- SH42687106-FREIGHT FOR INV PC10076537; ALTORFER INC 166.50 UNIT #3475 - SH42687051 - Sun Visor; ANDERSON WELDING & REPAIR LLC 270.00 As needed Welding & Repair Svc - FY26; ANDERSON WELDING & REPAIR LLC 1,376.40 As needed Welding & Repair Svc - FY26; Aquatic Informatics Inc. 11,489.60 Upgr HACH WIMS Sftwre Sys-WRRC-updated for coding; Ascendance Trucks LLC 487.24 Unit #3451-SH42767140-CHG OIL,CHK WPRS, FLUIDS,LTS; Ascendance Trucks LLC 2,851.87 Unit #1902 - VALVE REG, FUEL PRIMER PUMP KIT, FLTR; Ascendance Trucks LLC 86.65 Unit #3475 - SH42766923 - CLAMP, CAP; Ascendance Trucks LLC 3,752.78 Unit #1906 -

WO8398 - DPF KIT & Doc Assy; Ascendance Trucks LLC 89.16 STOCK; Ascendance Trucks LLC 219.90 Unit #1906 - WO8456 - Sensor Exhaust Gas Temperatu; Ascendance Trucks LLC 272.90 Unit #1902 - WO8431 - ICP TRANSDUCER SENSOR; Ascendance Trucks LLC 823.89 Unit #3407 - WO8436 - NO SENSOR; AT&T Mobility National Accounts, LLC 3,598.12 AT&T First Net Monthly Charges; AT&T Mobility National Accounts, LLC 1,242.79 AT&T FirstNet - 10/29/25-11/28/25; AUSTIN J WEITZ 170.00 Per Diem 2-Day Precision Rifle Challenge; AV FUEL 21,956.88 Blanket Purchase Order - Aviation Fuel; AV FUEL 21,128.63 Blanket Purchase Order - Aviation Fuel; AV FUEL 37,739.01 Blanket Purchase Order - Aviation Fuel; BARRY A LINDAHL 407.65 Lindahl - IMAA; Bauer Built Inc 286.18 UNIT #3226 - TIRE REPAIR/PART; Bauer Built Inc 184.34 UNIT #3255 - TIRE REPAIR/PART; BENJAMIN J POTHOFF 160.00 Reimbursement for trip to Orlando Fl; BLACK HILLS/IOWA GAS UTILITY CO 47.15 FY2026 BLANKET PO - GAS COSTS; BLACK HILLS/IOWA GAS UTILITY CO 51.23 FY2026 BLANKET PO - GAS COSTS; BLACK HILLS/IOWA GAS UTILITY CO 172.54 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS UTILITY CO 174.55 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS UTILITY CO 150.84 FY2026 BLANKET PO - GAS COSTS; BLACK HILLS/IOWA GAS UTILITY CO 386.45 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS UTILITY CO 350.45 Locust Ramp Electricity FY26; BLACKSTONE AUDIO BOOKS 86.85 CD Audio Books for Library Collection; BLACKSTONE AUDIO BOOKS 126.69 CD Audio Books for Library Collection; BluePath Finance FC IV LLC 865.48 UTILITY EXPENSE - ELECTRICITY; BODENSTEINER IMPLEMENT COMPANY 22,500.00 JOHN DEERE X738 TRACTOR W/MOWER DECK; Book Farm LLC 4,051.59 Children's books for collection; CALLAWAY GOLF SALES COMPANY 271.53 PRO SHOP MERCHANDISE; CALLAWAY GOLF SALES COMPANY 592.18 PRO SHOP MERCHANDISE; CALLAWAY GOLF SALES COMPANY 247.68 PRO SHOP MERCHANDISE; CALLAWAY GOLF SALES COMPANY 495.36 PRO SHOP MERCHANDISE; CALLAWAY GOLF SALES COMPANY 244.18 PRO SHOP SPECIALTY ITEM; Camiros, Ltd 4,350.00 Camiros - UDC Update October 2025; CARRICO AQUATIC RESOURCES INC 2,374.39 POOL UV LAMP MAINTENANCE; CARRICO AQUATIC RESOURCES INC 1,845.48 POOL UV LAMP MAINTENANCE; Carroll Clark 338.40 TRAVEL REIMBURSEMENT 12/2-12/3/2025; CDB UTILITY CONTRACTORS 25,735.00 SHALLOW WELL FIELD FIBER OPTIC PATH - SCADA; CENTER POINT INC 24.57 Large print books for circulating collection; CES COMPUTERS INC 1,701.00 Training Laptop; CES COMPUTERS INC 3,486.00 MFC OFFICE KEYS; CES COMPUTERS INC 58.82 Sound Bar Speaker for Computer; CHEMSEARCH 360.40 Fed Bldg Cooling tower chemicals; CINTAS CORP 61.61 Cleaning Supplies / Mats - Intermodal - FY26; CINTAS CORP 53.86 Various Maintenance - FY26; CINTAS CORP 128.16 Cintas Ramp Rugs FY26; CINTAS CORP 61.61 Cleaning Supplies / Mats - Intermodal - FY26; CINTAS CORP 20.01 Various Maintenance - FY26; CINTAS CORP 184.17 Mats, Cloths, shop towels JOTC FY26; CINTAS CORP 53.86 Various Maintenance - FY26; CINTAS CORP 414.35 Various Maintenance - FY26; CINTAS CORP 173.28 Cintas Ramp Rugs FY26; CINTAS CORP 20.01 Various Maintenance - FY26; CINTAS CORP 262.48 Various Maintenance - FY26; CINTAS CORP 20.01 Various Maintenance - FY26; CINTAS CORP 53.86 Various Maintenance - FY26; CINTAS CORP 701.88 Rugs/Towels for the WRRC-FY26; CINTAS FIRST AID & SAFETY 93.49 FY2026 First Aid Supplies; CINTAS FIRST AID & SAFETY 163.75 FY2026 First Aid Supplies; City of Dubuque 64,164.00 SHORTFALL AND SUBSIDY FOR FY26; City of Dubuque 69,287.00 SHORTFALL AND SUBSIDY FOR FY26; CITY OF DUBUQUE - UB 1,304.76 COMMUNITY

IMPACT SERVICE PROGRAM; CITY OF DUBUQUE - UB 1,108.58 COMMUNITY IMPACT SERVICE PROGRAM; CITY OF DUBUQUE - UB 1,279.95 COMMUNITY IMPACT SERVICE PROGRAM 11/1/25-11/15/25; CITY OF DUBUQUE - UB 894.97 COMMUNITY IMPACT SERVICE PROGRAM 11/16/25-11/30/25; CITY OF DUBUQUE IOWA/FIVE FLAGS 599,455.00 SHORTFALL AND SUBSIDY FOR FY26; CITY OF DUBUQUE IOWA/FIVE FLAGS 2,913.92 REIMBURSEMENT FOR INVOICE- OVG PAID BY MISTAKE; CLEAN SWEEP OF I & I LLC 49.22 Car Washes; CLEMENT COMMUNICATIONS, INC 889.98 Safe Attitude Poster Program 10/15/25; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; COMMAND SECURITY SOLUTIONS 38.99 ALARM MONITORING FY26; COMMAND SECURITY SOLUTIONS 38.99 ALARM MONITORING FY26; COMMAND SECURITY SOLUTIONS 30.89 ALARM MONITORING FY26; COMMERCIAL FLOORING CO 9,975.00 New carpet in Patrol Area; COMMUNICATIONS ENGINEERING CO 661.50 MAINTENANCE TO CARD READERS AT POD MARINA; COMMUNICATIONS ENGINEERING CO 3,627.00 Sophos Central Email Advanced; CONLON CONSTRUCTION CO 1,358,006.57 Iowa Amphitheater Schmitt Island Bid Pkg 2; Connor Mosele 90.00 BASKETBALL REFEREE; CONSTELLATION NEW ENERGY GAS DIV 4,012.18 Natural Gas - FY26 - Constellation; CONSTELLATION NEW ENERGY GAS DIV 2,684.82 Utility gas for library; Cooper Grams 90.00 BASKETBALL REFEREE; Derrick Johnson 180.00 BASKETBALL REFEREE; Dinges Partners Group 4,100.00 One Set of Bunker Gear for Petersen; DITTMER RECYCLING INC 1,497.36 Blanket Refuse-Comingled Recycling; DITTMER RECYCLING INC 11,482.30 LF- Dittmer Recycling Services; DITTMER RECYCLING INC 415.54 Blanket Purchase Order - Monthly Refuse Collection; DITTMER RECYCLING INC 150.00 FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE; DITTMER RECYCLING INC 215.86 Landfill Fees - 20 yrd/2 yrd - FY26; DITTMER RECYCLING INC 2,339.81 REFUSE FOR NOV 2025; Drive Line & Company, Inc. 9,345.00 Parking Truck Chasis with Aluminum Flat Bed; Drive Line & Company, Inc. 318.62 UNIT #3252 - CUTTING EDGE KIT, BOLT BAG; DUBUQUE AREA CONVENTION & VISITORS 439,922.75 FY 2026 COS/POS Travel D; DUBUQUE COMMUNITY SCHOOL DIST 2,683.45 LF- School Bus Rental-10/20-10/23/25; DUBUQUE COMMUNITY SCHOOL DIST 7,378.33 BEFORE SCHOOL CARE REIMBURSEMENT; DUBUQUE COMMUNITY SCHOOL DIST 351.12 CAMERA REPAIR; DUBUQUE COUNTY ABSTRACT & TITLE 155.00 ABSTRACT FEES FOR 35 CLARKE AND 632 W 8TH; DUBUQUE COUNTY AUDITOR 6,455.32 FY 26 Franchise Fees; DUBUQUE COUNTY AUDITOR 210.20 FY 26 Franchise Fees; DUBUQUE COUNTY RECORDER 27.00 RECORDING FEE FOR 5 PROPERTIES; DUBUQUE COUNTY RECORDER 22.00 RECORDING FEE FOR 5 PROPERTIES; DUBUQUE COUNTY RECORDER 47.00 RECORDING FEE FOR 5 PROPERTIES; DUBUQUE COUNTY RECORDER 57.00 RECORDING FEE FOR 5 PROPERTIES; DUBUQUE COUNTY RECORDER 37.00 LF- MCG Agreement; DUBUQUE COUNTY SHERIFF 215.00 Sheriff Services for NOVEMBER 2025; DUBUQUE HOSE & HYDRAULICS 166.06 UNIT #3456 - SH42983422 - PARTS (TAPS); DUBUQUE HOSE & HYDRAULICS 88.19 UNIT #3242 - 8340 - HOSE; DUBUQUE HOSE & HYDRAULICS 29.93 UNIT #3208 - WO 8363 - HOSE, PIPE, SWVL, CRIMP SCK; DUBUQUE HOSE & HYDRAULICS 5.58 BUILDING - POWER WASHER SWIVEL HOSE; DUBUQUE HOSE & HYDRAULICS 116.24 UNIT #2697 - WO 8453 - HOSES/LABOR; DUBUQUE HOSE & HYDRAULICS 11.91 BUILDING - WASH BAY; DUBUQUE MULCH COMPANY 108.00 POD Mulch; DUBUQUE MULCH COMPANY 54.00 5thst Ramp Mulch; DUBUQUE RACING ASSOCIATION LTD 14.85 DRA Board Mtg Luncheons-November 2025; DUBUQUE VISITING NURSE ASSOCIATION 1,111.95 Dubuque Visiting Nurse-Project 8X0173; Dyersville Area Chamber of Commerce 302.50 2026 Membership; EASTERN IOWA EXCAV & CONCRETE LLC 72,351.09 Sanitary Sewer Repairs & Replacements 2025; ECOLANE

USA INC 8,332.64 Ecolane FY26 Annual Maintenance; ELIZABETH SULLA 8.12 12/8 Mileage reimbursement: Lizzie Sulla; ERIC F MISKO 72.00 Headshot Photo-New Council Member: TL; EUROFINS ENV TESTING NORTH CENTRAL 169.80 Lab Fees for FY26 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 89.55 Lab Fees for FY26 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 169.80 Lab Fees for FY26 (remainder); EXPRESS EMPLOYMENT PROFESSIONALS 770.00 Express 09212025; EXPRESS EMPLOYMENT PROFESSIONALS 840.00 Express 09212025; EXPRESS EMPLOYMENT PROFESSIONALS 770.00 Temporary custodial services; EXPRESS EMPLOYMENT PROFESSIONALS 805.00 Temp Employees 11052025; EXPRESS EMPLOYMENT PROFESSIONALS 406.30 Dispatcher Temp Services; FINLEY HOSPITAL 182.85 Franchise Fee FY26; FINLEY HOSPITAL 5,894.68 Franchise Fee FY26; Floratine Central Turf Products 824.92 JD Bedknife & bedknife screws; FOTH INFRASTRUCTURE & ENVIRO LLC 96,936.35 Old Mill Lift Station Phase 4 Design - Foth; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; FRED JACKSON TUCKPOINTING CO 1,376.00 Bluff Street Modillion Inspection; G & R TREE SERVICE INC 6,775.00 TREE REMOVAL AT EAGLE POINT PARK; G & R TREE SERVICE INC 4,800.00 TREE REMOVAL AT EAGLE POINT PARK; G & R TREE SERVICE INC 3,600.00 TREE REMOVAL AT EAGLE POINT PARK; G & R TREE SERVICE INC 3,600.00 TREE REMOVAL; Gavin Sarvis 180.00 BASKETBALL REFEREE; GDB International Inc 6,520.00 LF Blanket-Post Consumer Paint Received in LBS; GEISLER BROTHERS COMPANY 1,238.00 WRRC HVAC Preventative Maintenance Services; GEISLER BROTHERS COMPANY 3,278.00 WRRC HVAC Preventative Maintenance Services; GEISLER BROTHERS COMPANY 1,048.86 WRRC HVAC Preventative Maintenance Services; GEISLER BROTHERS COMPANY 1,458.00 WRRC HVAC Preventative Maintenance Services; GEISLER BROTHERS COMPANY 3,154.00 WRRC HVAC Preventative Maintenance Services; GEISLER BROTHERS COMPANY 1,491.25 QUARTERLY PM CHECKS PORT OF DUBUQUE FY26; GENUINE PARTS COMPANY INC 29.67 UNIT #3450 - SH42983321 - RETAINER, CABIN AIR FILT; GENUINE PARTS COMPANY INC 72.10 UNIT #3453 - SH42765120-OIL/AIR FILTERS (11/11/25); GENUINE PARTS COMPANY INC 31.99 UNIT #3453 - SH42983518 - BROKEN TOOL REPLACEMENT; GENUINE PARTS COMPANY INC 46.10 UNIT #3455 - SH42983600 - FILTERS; GENUINE PARTS COMPANY INC 6.99 LF-Carlyle Socket 9/16 in 12 Point 11/21/25; GENUINE PARTS COMPANY INC 619.69 STOCK FILTERS (11/25/2025); GENUINE PARTS COMPANY INC 19.58 STOCK FILTERS (11/25/2025); GENUINE PARTS COMPANY INC 63.57 STOCK FLUIDS (11/26/2025); GENUINE PARTS COMPANY INC 105.24 STOCK FLUIDS 12/01/2025; GENUINE PARTS COMPANY INC 75.99 UNIT #2609 - WO8351 - STEERING PITMAN ARM; GENUINE PARTS COMPANY INC 351.13 STOCK FILTERS 12/4/2025; GENUINE PARTS COMPANY INC 5.69 STOCK FILTERS 12/5/2025; GENUINE PARTS COMPANY INC 184.56 STOCK FILTERS 12/5/2025 (2); GILLIG LLC 663.37 UNIT #2682 - WO8536 - REAR LIGHT QUARTER PANEL; GILLIG LLC 153.53 UNIT #2681 - RELAY VALVE; GOODYEAR TIRE & RUBBER 2,816.90 Goodyear Tires October 25; GRAYMONT WESTERN LIME INC 5,382.68 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC 5,478.08 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GREEN VALLEY LANDSCAPING LLC 525.00 Rosemont St Detention Basin Clearing; HAWKINS INC 6,726.63 Sodium Hypochlorite - Bulk order; HDR ENGINEERING INC 5,582.50 Stormwater Pebble Cove; HDR ENGINEERING INC 9,882.50 Stormwater Pebble Cove; HDR ENGINEERING INC 67,622.73 HDR - OMLS Middle Fork Phase 3 Design Contract; HDR ENGINEERING INC 4,307.50 Stormwater Pebble Cove; HDR ENGINEERING INC 15,611.53 Sanitary Sewer

Asset Mgmt Plan; HDR ENGINEERING INC 7,207.50 Sanitary Sewer Asset Mgmt Plan; HDR ENGINEERING INC 2,855.00 Sanitary Sewer Asset Mgmt Plan; HDR ENGINEERING INC 90,599.36 HDR - OMLS Middle Fork Phase 3 Design Contract; HENDERSON PRODUCTS INC 216.80 Unit 3223 ? CHAMBER, AIR, ANCHORLOK; HENDERSON PRODUCTS INC 218.82 Unit #3233 - VINYL TARP; HENDRICKS FEED & SEED CO INC 418.00 ICE MELT FOR DOWNTOWN AREAS; HENDRICKS FEED & SEED CO INC 398.00 Street- Hendricks Choice Salt -50# Blue; HG APT LLC 35,000.00 2901 Central - HG APT; HM Life Insurance Company 95,801.07 Stop Loss Insurance premium for December 2025; HOLY FAMILY CATHOLIC SCHOOLS 50.00 TURKEY TROT DEP REFUND; HOUSING 120.00 2016 ST JOHN PROPERTY SALE REIMBURSEMENT; HOUSING 120.00 2178 ST CELIA PROPERTY SALE REIMBURSEMENT; HOUSING 120.00 2650 N GRANDVIEW PROPERTY SALE REIMBURSEMENT; HOUSING 120.00 2925 ILLINOIS PROPERTY SALE REIMBURSEMENT; HOUSING 30.00 2676 RAVEN OAKS PROPERTY SALE REIMBURSEMENT; HOUSING 30.00 2891 INDIANA PROPERTY SALE REIMBURSEMENT; HOUSING 15.00 1010 UNIVERSITY PROPERTY SALE REIMBURSEMENT; HOUSING 1,155.00 39 BLUFF PROPERTY SALE REIMBURSEMENT; HOUSING 262.50 719 ROSE PROPERTY SALE REIMBURSEMENT; HOUSING 105.00 1220 KANE PROPERTY SALE REIMBURSEMENT; HOUSING 28.75 2156 N MAIN PROPERTY SALE REIMBURSEMENT; HOUSING 97.50 1553 FAIRFAX PROPERTY SALE REIMBURSEMENT; HOUSING 243.75 3660 HILLCREST PROPERTY SALE REIMBURSEMENT; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; HOUSING 15.00 320 E 26TH PROPERTY SALE REIMBURSEMENT; HOUSING 105.00 2568 WASHINGTON RENTAL LICENSE OVERPAYMENT; HOUSING 35.00 621 MERCHANTS OVERPAYMENT; HOUSING 1,050.00 2365 UNIVERSITY PROPERTY SALE REIMBURSEMENT; HOUSING 65.00 2735 MUSCATINE OVERPAYMENT REIMBURSEMENT; HOUSING 157.50 610 NEVADA PROPERTY SALE REIMBURSEMENT; HOUSING 131.25 785 ALPINE PROPERTY SALE REIMBURSEMENT; HOUSING 90.00 385 WARTBURG REFUND ON STORAGE APARTMENT; HOUSING 97.50 2712 JACKSON ROOMING UNIT REIMBURSEMENT; HOUSING 97.50 992 MT LORETTA RENTAL ROOMING UNIT OVERPAYMENT; HOUSING 11,589.84 FSS 005014 ESCROW GRADUATION; HOUSING 9,483.77 FSS 008059 ESCROW PAYOUT; IMWCA 81,081.00 Work Comp Premium - Installment #6; INFOSEND INC 14,990.81 November Charges; INGRAM LIBRARY SERVICES INC. (4.49) Children's books for collection; INGRAM LIBRARY SERVICES INC. 1,456.27 Circulating materials for Adult library collection; INGRAM LIBRARY SERVICES INC. 408.84 Children's books for collection; INGRAM LIBRARY SERVICES INC. 38.72 Teen/Young Adult Materials for Collection; INTELIUS SCREENING SOLUTIONS LLC 328.56 FY26 Background Checks - November 2025; IOWA DEPT OF INSPECTIONS & APPEALS 225.00 Elevator Inspection-Engine House; IOWA DEPT OF NATURAL RESOURCES 125,736.78 LF-Iowa DNR Solid Waste Tonnage Tax FY26 Q1; Iowa Health System 375.00 EMS Pharmacy Fees; IOWA KENWORTH INC 228.80 STOCK 12/4/2025; IOWA KENWORTH INC 214.78 STOCK 11/26/2025; J & R SUPPLY COMPANY 68.00 J & R Supply- Softshell Jacket XL; J & R SUPPLY COMPANY 550.00 JFK Sanitary Parts; J & R SUPPLY COMPANY 45.00 Manhole Hook; J & R SUPPLY COMPANY 80.24 Refuse-Shipping Charge for invoice 2511182; JAMES J GRAVES 187.50 Signs for the three entrance gates at the WRRC; JEFF F ARENSDORF 2,669.10 Sanitary project CRP Restoration; JILL M CONNORS 488.00 per diem/jc; JILL M CONNORS 200.00 per diem/jc; JOHNSON CONTROLS 74.60 Service Call - Bld #70 panel issues; JOHNSON CONTROLS FIRE PROTECTION 1,084.83 MSC- Service call 11/11/25; KAFER LAWN CARE LLC 825.00 Snowfall Cleanup-11/29-11/30; KEN SAIKI DESIGN INC 16,096.37 COMISKEY PARK -PHASE 2; KENNETH J WELTER 90.00 BASKETBALL REFEREE; KENNETH M

MILLER 300.00 Travel- RCon- SWANA 11/12-11/15/25; KILBURG EQUIPMENT LLC 146.10 UNIT #4009 - ACTUATOR COUPLER; KILBURG EQUIPMENT LLC 18.47 STOCK - RUBBISH 12/03/2025; KIM A HERRIG 515.00 FY26 Custodial Services for 300 Main, Suite 330; KMDE LLC 1,663.80 MSC Solar Production- NOV 2025; KRAEMERS WATER STORE INC 45.15 Bottled Water Service for Landfill 11/30/25; KRISTEN K DIETZ 1,750.00 Tuition Reimbursement for Fall semester 2025; KRUSER SEPTIC SERVICE INC 3,070.00 FY26 WRRC As Needed Maintenance; LAMAR TEXAS LIMITED PARTNERSHIP 810.00 12 Steps to Town Making Sessions; LESLEIN TRUCKING 22,763.85 FY2026 BLANKET PO - SLUDGE HAULING SERVICES; MACQUEEN EQUIPMENT GROUP 224.62 Repair-SCBA Unit; MACQUEEN EQUIPMENT GROUP 547.99 STOCK - RUBBISH 11/26/2025; MARTIN EQUIPMENT OF IL INC 678.72 UNIT# 3456 - SH42763006 - Wear Plate; MARTIN EQUIPMENT OF IL INC 2,706.10 UNIT#3456 - SH 42983015 - CAP SCREWS, WSHR, RTNR..; MARTIN EQUIPMENT OF IL INC 199.94 UNIT#3467 - SH42983189 - ORING,HOSE SLVS,FITTINGS; MARTIN EQUIPMENT OF IL INC 393.53 UNIT# 3456 - Misc. Parts 11/25/2025; MARTIN EQUIPMENT OF IL INC 1,612.34 UNIT#3453 - PARTS/SERVICE; MARTIN EQUIPMENT OF IL INC 729.24 UNIT#3456 - Landfill dozer repair parts 12/5/25 (2; MARTIN EQUIPMENT OF IL INC 765.25 UNIT#3456 - Landfill dozer repair parts 12/5/25; MEDIACOM 236.90 FY26 INTERNET FOR POD MARINA; MICHAEL C VAN MILLIGEN 14.06 12/2 MVM business lunch w/ Josh Boldt; MICHAEL C VAN MILLIGEN 16.68 12/4 MVM business lunch w/ Keith Rahe; MICHAEL C VAN MILLIGEN 16.68 12/9 MVM business lunch w/ Anthony Williams; Michael Kerth 423.00 ALA Conference 2025 Reimbursement; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; MICS CONSTRUCTION 4,750.00 949 Clarke Dr LHH21; MIDWEST TAPE LLC 333.64 Adult DVDs, BluRays, CDs for Collection; MIDWEST TAPE LLC 23.24 Children's AV and Video Materials; MIDWEST TRADING HORTICULTURAL SUPPL 4,673.14 BULK POTTING SOIL FOR GREENHOUSE; MIKE FINNIN FORD LLC 235.63 UNIT #1999 - WO8259 - Break Lining Kit; Break Pad; MIKE FINNIN FORD LLC 367.56 UNIT#770001 - WO8252 - FAN/MOTOR REPAIR PARTS; MIKE FINNIN FORD LLC 1,042.53 STOCK - POLICE 11/26/25; MIKE FINNIN FORD LLC 46.37 UNIT#1858 - WO 8277 - VALVE ASY; MIKE FINNIN FORD LLC 80.45 UNIT#1858 - WO 8277 - SOLENOID ASY; MIKE FINNIN FORD LLC 33.53 UNIT #110002 - WO8399 - Windshield Hose; MIKE FINNIN FORD LLC 169.77 UNIT #110004 - WO 8449 - BRACKET, SOLENOID ASY; MIKE FINNIN FORD LLC 71.23 No unit ? Will be returning windshield hose; MIRACLE CAR WASH CORP 21.49 PATROL TRUCKS WASHED; MIRACLE CAR WASH CORP 45.78 FY26 Police Vehicle Car Washes; MIRACLE EXPRESS INC 6.76 FY26 Police Vehicle Car Washes-Express; MOLO OIL COMPANY 812.18 Molo Oil-City Vehicle Fuel Charge 11/20/2025; MOLO PETROLEUM LLC 147.95 UNIT #2704 - HYDRAULIC FLUID; MOLO PETROLEUM LLC 688.42 FUEL 11/1/25-11/25/25; MULGREW OIL COMPANY 331.35 UNLEADED AND DIESEL FUEL- BHGC; MULGREW OIL COMPANY 529.16 UNLEADED AND DIESEL FUEL- BHGC; MULGREW OIL COMPANY 1,882.31 LF-# 2 PRM DYED WNTR DSL ULS15PPM; MUNICIPAL PIPE TOOL CO LLC 2,614.70 UNIT#2711 - TOOL REPAIR 11/25/25 (2); MUNICIPAL PIPE TOOL CO LLC 1,256.83 UNIT#2711 - TOOL REPAIR 11/25/25; MUNICIPAL PIPE TOOL CO LLC 239.22 UNIT#2711 - TOOL REPAIR 12/04/2025; Nolan Czako 180.00 BASKETBALL REFEREE; NORTHLAND PRODUCTS CO INC 199.95 Sewer Department - Service DM 30 Week 8 12/05/25; OPENING SPECIALISTS INC 465.00 Masterkey New Primus Mortise Cylinder; OPENING SPECIALISTS INC 131.00 Building Maint-Locks; O'REILLY AUTOMOTIVE INC 704.38 UNIT #1914 - WO8246 - BATTERY; O'REILLY AUTOMOTIVE INC 17.74 UNIT #3404 - WO8296 -

CAPSULE; O'REILLY AUTOMOTIVE INC 13.21 UNIT #14901 - WO8230 - LOCK KNOB; O'REILLY AUTOMOTIVE INC 359.70 STOCK WIPER BLADES 11/24/2025; O'REILLY AUTOMOTIVE INC 232.87 UNIT #2609 - WO8351 - CLOCK SPRING; O'REILLY AUTOMOTIVE INC 17.74 STOCK LIGHTS (CAPSULE) 12/04/2025; O'REILLY AUTOMOTIVE INC 33.55 UNIT #2704 - AIR FRESHNERS; O'REILLY AUTOMOTIVE INC 44.60 UNIT #3252 - WO8490 - SEMI-MET PAD; ORIGIN DESIGN CO 3,084.50 Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj; ORIGIN DESIGN CO 446.25 Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj; ORIGIN DESIGN CO 779.85 Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj; ORIGIN DESIGN CO 393.00 Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj; ORIGIN DESIGN CO 318.75 Cedar Cross Sanitary Task Order; OVERDRIVE INC 1,352.86 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,181.84 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 979.80 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,242.57 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 440.61 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 227.30 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,313.92 Downloadable Ebooks and EAudio for Adult Collectio; OVERHEAD DOOR COMPANY 117.00 ST3-Overhead Door Maintenance; PAMELA J CONNOLLY 770.00 CHAIR YOGA & GENTLE FULL BODY CONDITIONING; Patrick Quarnstrom 120.00 BASKETBALL REFEREE; Peterbilt of Wisconsin 2,414.86 STOCK BRAKES; Peterbilt of Wisconsin (1,663.94) STOCK Brakes- Cast Brake Shoe Kit; PORTZEN CONSTRUCTION INC 46,600.47 Dubuque Gate and Pump Station Flood Mitigation 16t; PRECISE MRM LLC 360.00 Vehicle monitoring software; R & W RESTORATION 4,800.00 3rd & Main Chamber Ext Patio Stone Veneer; R & W RESTORATION 3,300.00 3rd & Main Chamber Ext Patio Stone Veneer; RACOM CORPORATION 1,488.43 LF- Purchase of a camera (one time); RACOM CORPORATION 9,115.20 Axis Cameras Q1728-LE; RACOM CORPORATION 1,040.00 Repair and program K9 1847; RAINBO OIL COMPANY 1,240.00 STOCK FLUIDS 11/26/2025; 6 of 8; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; RAPIDS REPRODUCTION INC 192.00 Plotter paper; RENEE DUNN 245.00 FALL 2025 TURNT KIDZ DANCE CLASS; RITE ENVIRONMENTAL INC 487.50 LF- Recycle Oil; RIVER CITY STONE 66.39 WASHED CHIPS; RIVER CITY STONE 122.08 FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN; RIVER CITY STONE 119.96 FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN; ROBERT D SCHIESL 51.00 BSchiesl Travel Reimbursement ASCE Mtg; ROEDER IMPLEMENT INC 10.90 UNIT #3417 - WO 7992 - POWER SOCKET; ROUSSELOT INC 5,645.97 Franchise Fee FY26; SADLER POWER TRAIN INC 49.28 UNIT #1902 - WO8205 - SENSOR; SADLER POWER TRAIN INC 184.64 UNIT #530006 - WO8211 - AMBER LIGHT; SADLER POWER TRAIN INC 522.00 STOCK LIGHTS 12/03/2025; SADLER POWER TRAIN INC 784.75 STOCK 12/05/2025; SADLER POWER TRAIN INC 1,327.68 STOCK 12/08/2025 (OIL COALESCING ADIP CARTRIDGE); SAFEGUARD BUSINESS SYSTEMS INC 349.92 Art Postcards FY 26; SAMANTHA S DAVIS 140.00 LF- Travel 24 Hour Hazwoper Training; Samsara Inc 201.00 Vehicle Tracking Software- Parts; Schadl Incorporated 325.71 Landfill General Plumbing- Pump Out Mudpits; SCHMITZ JANITORIAL SUPPLY 185.00 Shovels, rakes and trimmers; SEDONA STAFFING 609.00 Hours Worked - Admin Support - 10/05/25; SEDONA STAFFING 593.78 Hours Worked - Admin Support - 12/07/25; SEIPPEL WAREHOUSE, LLC 224,678.79 TIF Fall 2025/FY26; Sewer AI Corporation 12,000.00 Sewer AI Pioneer Software Subscription; Sheena Moon 261.80 Mileage Reimbursement Shena Moon - IFSMA 11-6-25; Smith Dirt Works,

Inc. 14,891.85 Detention basin maintenance; SPX CORPORATION 194.20 Genfare Mobile Ticketing Oct 25; ST LUKES HEALTH - UNITYPOINT CLINIC 928.00 MRO Drug Screen results - Oct/Nov 2025; STANARD AND ASSOCIATES INC 240.00 Entry Level Testing Forms for LE; Stantec Consulting Services, Inc. 71,353.05 Ice Harbor Gate Inspection; STEGER CONST., INC. 330,238.52 Blanket- Cell 9 Abutment Liner Phase 2 Project; STRAND ASSOCIATES INC 15,000.00 Industrial Controls Project Upgrades-WRRC-amendmen; STRAND ASSOCIATES INC 5,550.00 Consultant Services for Terminal Pumping Station; STRAND ASSOCIATES INC 7,000.00 Industrial Controls Project Upgrades-WRRC-amendmen; STRAND ASSOCIATES INC 6,075.00 Consultant Services for Terminal Pumping Station; STRAND ASSOCIATES INC 15,000.00 Industrial Controls Project Upgrades-WRRC-amendmen; STRAND ASSOCIATES INC 6,995.00 Consultant Services for Terminal Pumping Station; STRAND ASSOCIATES INC 7,000.00 Phase I 2025 MCC & PLC Upgrades-25-11 1154.124; STRAND ASSOCIATES INC 4,925.00 Consultant Services for Terminal Pumping Station; STRAND ASSOCIATES INC 10,850.00 Consultant Services for Terminal Pumping Station; STRAND ASSOCIATES INC 3,498.28 WRRC Misc Service - FY21-Tsk 20-09-#1154-085; SUPERION, LLC 600.00 RMS License - PD Records; SUPERION, LLC 3,162.82 Billable Travel for Training on New RMS; TERRACON CONSULTANTS INC 850.68 Terracon Task Order Amphitheater; TERRACON CONSULTANTS INC 180.00 Terracon Task Order Amphitheater; TERRACON CONSULTANTS INC 299.20 Terracon Task Order Amphitheater; TERRACON CONSULTANTS INC 48,514.75 Catfish Creek Interceptor Middle Fork Phase 3; TERRY MOZENA 300.00 XMAS ON THE SQ DEP REFUND; THE FISCHER COMPANIES 80.00 Annual Parking for Human Rights 2 Spots at MFC Nov; THE FISCHER COMPANIES 160.00 FY26 Parking Althoff, AC, Link, Murphy - Blanket; THE FISCHER COMPANIES 40.00 Parking Spot-Media Services; THE FISCHER COMPANIES 120.00 Parking Rent (12/2025); THE LOCKSMITH EXPRESS 5.00 Iowa ramp Key extraction; THE LOCKSMITH EXPRESS 30.00 LOCKS AND KEYS FOR PARKS; THE POINT NEIGHBORHOOD ASSOCIATION 729.96 FY26 PNA GRANT- CHRISTMAS SOCIAL EVENT; Thermo King Sales & Service 3,019.57 UNIT 2681-SH42982816-PARTS/REPAIR COMPRESSOR SHAFT; THOMAS J KIEFER 90.00 BASKETBALL REFEREE; THOMPSON TIRE & RETREAD 100.00 UNIT#530003 - WO8046 - VALVE CAPS; THOMPSON TIRE & RETREAD 966.30 UNIT# 130010 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 38.00 UNIT# 2617 - WO42519871 - SERVICE; THOMPSON TIRE & RETREAD 966.30 UNIT#130004 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 651.12 UNIT#110034 - WO42519301 - TIRES; 7 of 8; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; THOMPSON TIRE & RETREAD 209.00 UNIT#2682 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 48.00 UNIT# 2500-WO 42525804-SERVICE/PART TIRE; THOMPSON TIRE & RETREAD 808.00 UNIT# 2500-WO 42525804-SERVICE/PART TIRE; THOMPSON TIRE & RETREAD 327.87 UNIT#4001 - Tire Repair/Parts; THOMPSON TIRE & RETREAD 1,090.27 UNIT#540011 - Tire Repair Labor/Parts; THOMPSON TIRE & RETREAD 1,438.92 UNIT#1906 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 3,496.54 UNIT#3222 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 1,374.00 UNIT#3405 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 2,638.00 UNIT#3401 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 263.00 UNIT#4007 - TIRE REPAIR/PARTS; THOMPSON TIRE & RETREAD 371.00 UNIT#4001 - TIRE REPAIR PARTS 11/26/25; THREE RIVERS FS INC 868.54 LF- #1 Dieselex Dyed 11/24/25; THREE RIVERS FS INC 1,754.91 LF BIO #2 DYED; THREE RIVERS FS INC 1,195.85 LF- #2

Dyed Diesel 11/26/25; THREE RIVERS FS INC 591.29 LF- #2 Dyed Diesel 11/26/25; THREE RIVERS FS INC 2,142.92 LF- #2 Dyed Diesel 12/02/25; THREE RIVERS FS INC 815.10 LF- #1 Dieselex Dyed 12/02/25; THREE RIVERS FS INC 1,262.55 LF- #2 Dyed Diesel 12/04/25; THREE RIVERS FS INC 695.39 LF- #1 Dieselex Dyed 12/04/25; THREE RIVERS FS INC 43.65 MSC- LP Gas 33# Cylindar; TM Inc 255.00 Mail Courier Service; Trassig Corp 519.26 PLAYGROUND POUR IN PLACE REBINDER; TREASURER STATE OF IOWA ILEA 150.00 Instructor Renewals and Courses; TREASURER STATE OF IOWA ILEA 175.00 Instructor Renewals and Courses; TREASURER STATE OF IOWA ILEA 175.00 Instructor Renewals and Courses; TRICON CONSTRUCTION GROUP 1,522,016.24 Old Mill Lift Station and Force Main; TSCHIGGFRIE EXCAVATING 30,788.78 Twin Ridge Lift Station Abandonment Project; TURPIN DODGE OF DUBUQUE LLC 512.25 UNIT #3419 - WO8498 - PART (BAR - FRONTFASCI); TURPIN DODGE OF DUBUQUE LLC 55,892.00 Replacement Vehicle for 1810; TURPIN DODGE OF DUBUQUE LLC 635.83 UNIT #2303 - SH42980490 - PART/SERVICE (CAMSHAFT); Tyler McDonald 183.41 Gas from Academy for new officers; UNIVERSITY OF DUBUQUE 5,369.03 Franchise Fee FY26; UNIVERSITY OF DUBUQUE 442.84 Franchise Fee FY26; UNIVERSITY OF NORTHERN IOWA 10,000.00 Green Iowa AmeriCorps Members; Valentine Construction Co LLC 2,840.00 Julien Dubuque Bridge Snow Removal 11/29-12/02/25; VERIZON WIRELESS SERVICES LLC 240.24 Fixed Route Rangers Data Nov 25; Vestis Group Inc (f/k/a Aramark) 131.97 Linens, tablecloths, cleaning cloths; WB McCloud & Co, Inc. 280.90 Monthly Pest Prevention; WELU PRINTING COMPANY 39.10 Business Cards for Travis Schrobilgen; WELU PRINTING COMPANY 156.40 Business Cards for Gonzales, Pothoff, Jackson, Esc; WESTPHAL & COMPANY, INC 101.75 On Demand Electrical/Network Svcs for WRRC; WEX HEALTH INC 1,016.49 FY26 COBRA, Commuter, FSA Admin - Nov 2025; WHKS AND COMPANY 1,449.51 Wildwood Bridge Replacement Consulting Engineers; WICKED RIVER, LLC 300.00 MERRY MILLWORK MKT DEP REFUND; 6,421,498.27

1t 12/24

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

12/24/2025

and for which the charge is 137.24

Kathy Goetzinger

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

this 24th day of December, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31,2025
INTERIM EXPENDITURES BY FUND
General 1,910,919.52; Special Revenue 665,495.43; 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; DMASWA 274,594.90; GRAND TOTAL $ 5,876,733.56
*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 EXPENDITURES BY FUND
General 1,461,056.43; Special Revenue 91,406.40; Capital Projects 1,412,557.20; Water 106,035.73; Sanitary Sewer 696,056.71; Stormwater 274,881.01; Parking 28,777.92; Refuse 4,034.53; Transit 16,891.43; Internal Service 7,306.27; DMASWA 1,279,493.20; GRAND TOTAL $ 5,378,496.83
*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 EXPENDITURES BY FUND
General 1,519,420.22; Special Revenue 642,279.07; Capital Projects 2,013,723.82; Water 82,109.28; Sanitary Sewer 323,457.02; Stormwater 371,088.53; Parking 21,303.26; Refuse 7,058.37; Transit 8,846.28; Internal Service 21,230.49; DMASWA 761,396.43; GRAND TOTAL $ 5,771,912.77
*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 NOVEMBER 30,2025 INTERIM EXPENDITURES BY FUND
General 921,439.59; Special Revenue 261,502.09; Debt Service 50,000.00; Capital Projects 478,727.25; Water 255,678.69; Sanitary Sewer 259,905.15; Stormwater 51,308.94; Parking 80,257.45; Refuse 3,580.08; Transit 9,624.04; Internal Service 12,270.53; DMASWA 143,222.50; GRAND TOTAL $ 2,527,516.31
*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
Revenue Type Amount
Charge for services 7,716,997.43; Grants/Contributions 3,360,907.38; 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 342,474.16; Gain on Disposal 28,446.01; Miscellaneous 142,265.00; Total $ 18,549,032.97
CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30, 2025 INTERIM REVENUES BY FUND
Fund Amount
General Fund 8,172,603.90; Special Revenue 4,304,828.38;

Debt Service 28,543.30; Capital Projects 802,359.95; Permanent 177.10; Water 1,047,227.82; Sanitary 1,148,931.24; Stormwater 551,045.43; Parking 242,457.29; Refuse 355,894.31; Transit 172,968.65; Internal Service 675,338.63; DMASWA 1,046,656.97; Total $ 18,549,032.97

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

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES BY TYPE

Revenue Type Amount

Charge for services 8,588,713.04; Grants/Contributions 1,916,071.80; Property Taxes 10,777,907.88; TIF 5,719,840.04; LOST 1,191,929.51; Hotel/Motel Tax 378,459.51; Utility Franchise Fees 675,993.21; Gaming 46,830.52; Investment Earnings 855,206.84; Gain on Disposal 17,823.04; Miscellaneous 2,618,124.50; Total $ 32,786,899.89

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 13,630,991.79; Special Revenue 8,714,744.31; Debt Service 103,286.79; Capital Projects 956,892.92; Permanent 684.68; Water 1,964,004.57; Sanitary 4,271,702.79; Stormwater 940,057.99; Parking 227,364.40; Refuse 623,444.87; Transit 79,104.99; Internal Service 331,157.74; DMASWA 943,462.05; Total $ 32,786,899.89

*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 NOVEMBER 30, 2025 INTERIM REVENUES BY TYPE

Revenue Type Amount

Charge for services 6,522,971.66; Grants/Contributions 1,878,237.82; Property Taxes 2,164,034.42; TIF 839,021.13; Backfill 323,220.24; Utility Franchise Fees 544,112.12; Gaming 48,128.11; Investment Earnings 4,558.67; Gain on Disposal 13,770.00; Miscellaneous 37,062.22; Total $ 12,375,116.39

CITY OF DUBUQUE

PERIOD ENDING NOVEMBER 30, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 4,882,966.12; Special Revenue 2,613,686.02; Debt Service 19,741.82; Capital Projects 16,171.32; Water 1,075,583.43; Sanitary 1,558,024.74; Stormwater 525,632.87; Parking 181,333.17; Refuse 482,035.79; Transit 214,162.42; Internal Service 39,855.94; DMASWA 765,922.75; Total $ 12,375,116.39

*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 DECEMBER 31, 2025 INTERIM REVENUES BY TYPE

Revenue Type Amount

Charge for services 465,366.35; Grants/Contributions 6,694,065.70; LOST 926,996.65; Hotel/Motel Tax 267,875.22; Utility Franchise Fees 378,282.45; Gaming 13,230.79; Investment Earnings 37,385.91; Miscellaneous 71.17; Total $ 8,783,274.24

CITY OF DUBUQUE
PERIOD ENDING DECEMBER 31, 2025 INTERIM REVENUES BY FUND
Fund Amount
General Fund 1,258,281.34; Special Revenue 805,338.06; Debt Service 150,421.96; Capital Projects 6,312,426.28; Water 8,853.84; Sanitary 22,829.65; Stormwater 2,161.00; Parking 78,338.59; Refuse 6,825.44; Transit 10,299.73; Internal Service 6,902.98; DMASWA 120,595.37; Total $ 8,783,274.24
*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.
1t 12/24

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Peter Dotterweich for vehicle damage; Richard Herrig for vehicle damage; Alyson Nelson for vehicle damage; Ryan Scherrman for property damage; Daniel Schleter for property damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Richard Herrig
2. Claim by Alyson Nelson
3. Claim by Ryan Scherrman
4. Claim by Daniel Schleter
5. Claim by Peter Dotterweich

2nd Claim Submitted 1st was lost in mail!??

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

MVM Legal Article Swift

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:** Richard W. Herrig
2. **Address:** 1861 North Main St
   City: Dubuque **State:** IA **Zip:** 52001
3. **Telephone Number:** 563-258-8600
4. **Date of Incident:** Nov 28, 2025 - Nov 29, 2025
5. **Time of Incident:** Unsure - Snow removal on Brunskill Rd, Dub. 52003
6. **Location of Incident (Be specific):** Outside parked on street @ 2855 Brunskill Rd, Dubuque, IA 52003
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.)**
   damage to driver's side mirror by snow plow
8. **What were weather conditions like?** Snow Removal
9. **Give name and address of any witnesses:** None - obvious damage because plowed snow was on my car.
10. **Did police investigate? (If so, give names of officers.)**
    No
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    No

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

Yes, broken driver's side mirror

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

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

No

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

$277.74 - Estimate from Riley Subaru

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

$277.74 - total amount

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 8th day of January, 2026.

Richard W. Herrig (Signature)

Richard W. Herrig (Print Name)

RECEIVED
2026 JAN 12 PM 1:55
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MVM
Legal Department
Amy Scheller

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:** Alyson Denise Nelson
2. **Address:** 8867 138th St. Court

   City: Apple Valley **State:** MN **Zip:** 55124
3. **Telephone Number:** [redacted] (612) 201-5475
4. **Date of Incident:** 11/21/25
5. **Time of Incident:** 11:10
6. **Location of Incident (Be specific):** City of Dubuque Iowa, university Avenue and Atlantic 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.)**

   Car was parked at the corner of [redacted] university avenue and atlantic Street. When our daughter returned to the car there was a driver information exchange report on her windshield
8. **What were weather conditions like?**
9. **Give name and address of any witnesses:** NOT applicable
10. **Did police investigate? (If so, give names of officers.)**

    Yes, Officer Brandon Barbour (Badge 89)
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**

    No, car was parked and empty at time of accident

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.)

Visible damage to front driver side corner. Potential for non-visible damage

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

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

No

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

Depends on cost to repair the vehicle

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?

Dated at Dubuque, Iowa this 9th **day of** January, **20**26.

Gregory P. Nelson **(Signature)**

Gregory P. Nelson **(Print Name)**

(Rev. 9/24)

RECEIVED

1/12/2026, 9:06:47 AM

City Clerk's Office
Dubuque, IA

MVM
Legal
Jeremy Jensen

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** RYAN SCHERRMAN
2. **Address:** DUEC 770 IOWA ST

   City: DUBUQUE **State:** IA **Zip:** 52001
3. **Telephone Number:**
4. **Date of Incident:** 11/13/25
5. **Time of Incident:** APPROXIMATELY 8AM
6. **Location of Incident (Be specific):** LIEUTENANT'S OFFICE OF DUEC

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:** NONE
10. **Did police investigate? (If so, give names of officers.)**

N/A

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.)

MY EXTERNAL VEST USED FOR DUTY WEAR

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

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

NO

15. What amount do you claim from the City of Dubuque? $372.90 - 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

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 30TH day of DECEMBER, 2025.

(Signature)

RYAN SCHERRMAN (Print Name)

RECEIVED

1/2/2026, 8:56:24 AM

City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MVM
Legal
Arielle Swift
Steve Fehsal

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:** Daniel M. Schleter
2. **Address:** 3228 Arrowwood Lane

   City: Dubuque **State:** IA **Zip:** 52001
3. **Telephone Number:** (563) 690-0473
4. **Date of Incident:** 12/20/25
5. **Time of Incident:** Daytime
6. **Location of Incident (Be specific):** W. 32nd St. behind my home.
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.)**

   A snowplow damaged the grass on the parkway.
8. **What were weather conditions like?** Snowing.
9. **Give name and address of any witnesses:** NA.
10. **Did police investigate? (If so, give names of officers.)**

    NA.
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**

    NA.

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

Yes, the Parkway grass and soil was damaged, about 20'.

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

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? Nothing.

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

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 15 day of January, 2026.

Daniel M. Schletz (Signature)

Daniel M. Schletz (Print Name)

(Rev. 9/24)

RECEIVED

1/15/2026, 10:16:01 AM

City Clerk's Office
Dubuque, IA

mvm
Legal
Arielle Swift

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:** Peter Dotterweich

2. **Address:** 1455 Glen OAK ST.

   City: Dubuque **State:** IA **Zip:** 52001

3. **Telephone Number:** (563) 212-8421 / (563) 513-7711

4. **Date of Incident:** 01/07/26

5. **Time of Incident:** 07:43A

6. **Location of Incident (Be specific):** 1455 Glen OAK 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.)**

Garabage Man Hit my Car

8. **What were weather conditions like?** Clear

9. **Give name and address of any witnesses:**

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

Wiess

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.)

No

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

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.)

Waiting on Estimate

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

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

Garbage Man hit my Car

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

No

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

N/A

Dated at Dubuque, Iowa this 15 day of January, 2026.

Peter C Dotterweich (Signature)

PETER DOTTERWEICH (Print Name)

RECEIVED
2026 JAN 15 PM 2:10
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

Copyrighted
January 20, 2026

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: Steven Palmer for property damage; Ryan Scherrman for property damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:
1. ICAP Referral

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/7/2026

RE: Claim Against the City of Dubuque by Steven Palmer

Claimant	Date of Claim	Date of Incident	Nature of Claim
Steven Palmer	12/22/2025	11/30/2025	Property Damage

This is a claim in which Claimant alleges Claimant's yard was damaged due to a City snowplow driving into the yard.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Steven Palmer

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/7/2026

RE: Claim Against the City of Dubuque by Ryan Scherrman

Claimant	Date of Claim	Date of Incident	Nature of Claim
Ryan Scherrman	1/2/2026	11/13/2025	Property Damage

This is a claim in which Claimant alleges Claimant's external vest was damaged when it fell from a hanger onto the floor and into carpet adhesive where the carpet was being replaced.

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
Ryan Scherrman

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

Copyrighted
January 20, 2026

CONSENT ITEMS
 # 4.

City of Dubuque
City Council

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

ATTACHMENTS:

1. Memo Council for 2026_01_20
2. Approving Expenditures Resolution 2026_01_20
3. Expenditure Report - Exceptions
4. Expenditure Report - Approvals
5. 01.20.26_August Interim Expenditures by Fund
6. 01.20.26_September Interim Revenues
7. 01.20.26_September Interim Expenditures by Fund
8. 01.20.26_October Interim Revenues
9. 01.20.26_October Interim Expenditures by Fund
10. 01.20.26_November Interim Revenues
11. 01.20.26_November Interim Expenditures by Fund
12. 01.20.26_December Interim Revenues
13. 01.20.26_December Interim Expenditures by Fund
14. 01.20.26_January Interim Revenues

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: January 12, 2025

Finance is submitting the following expenses to City Council for approval at the January 20, 2026 meeting. Payments on these expenses will be made January 21, 2026.

In addition, Finance is submitting expenses paid since January 7, 2026, 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 No. 334-19.

Prepared by Jennifer Larson, Chief Financial Officer, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4322
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

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

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017393	1/14/2026	563 DESIGN PLLC	$ 10,500.00	Finance Dept to 7800 Chavenelle
1017361	1/14/2026	A & G ELECTRIC COMPANY	1,925.70	Repair Conduit POD Ramp
1017361	1/14/2026	A & G ELECTRIC COMPANY	115.00	Iowa St Ramp Underground Wiring
520008	12/30/2025	ACCESS TECHNOLOGIES INC	8,361.91	FY26 Copy and Print Costs for Malfunctions
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	95.00	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	475.00	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	1,093.00	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	1,662.50	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	934.50	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	1,102.35	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	154.50	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	1,330.00	FY26 HVAC Services City Facilities
1017359	1/7/2026	ADVANTAGE SHEET METAL INC	1,151.00	FY26 HVAC Services City Facilities
1017410	1/14/2026	ADVANTAGE SHEET METAL INC	162.50	HVAC Repairs to JOTC 12/1/25
1017265	12/30/2025	AIRGAS USA LLC	16.20	LF-Rent Cyl Large Acetylene, Argon, Oxygen 12/30/2
520002	12/30/2025	ALLIANT ENERGY	353.04	FY 2026 Energy Costs for Various Locations
520002	12/30/2025	ALLIANT ENERGY	51.52	FY26 Electric Traffic & Street Lights
520002	12/30/2025	ALLIANT ENERGY	93.66	FY26 Electric Traffic & Street Lights
520002	12/30/2025	ALLIANT ENERGY	2,832.29	FY 26 City Hall Electricity
520002	12/30/2025	ALLIANT ENERGY	4,056.05	FY26 350 W 6th Electricity
520002	12/30/2025	ALLIANT ENERGY	31.08	ELECTRIC BILLS FOR FY26
520002	12/30/2025	ALLIANT ENERGY	14.16	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	864.95	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	33.88	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	23.76	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	562.11	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	276.87	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	93.00	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	169.31	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	80.83	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	37.23	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	365.64	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	210.53	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	43.55	Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY	1,473.49	Blanket Purchase Order - Monthly Electric Service
520120	1/14/2026	ALLIANT ENERGY	1,186.75	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	5,831.15	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	244.73	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	253.00	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	152.14	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	775.89	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	1,099.34	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	2,652.06	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	2,726.14	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	1,950.77	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
520120	1/14/2026	ALLIANT ENERGY	147.71	ELECTRIC BILLS FOR FY26
520120	1/14/2026	ALLIANT ENERGY	6,656.17	0557811000 PORT RAMP FY26
520120	1/14/2026	ALLIANT ENERGY	732.17	0557811000 PORT RAMP FY26
520120	1/14/2026	ALLIANT ENERGY	5,002.62	Alliant 1406331000 Intermodal Ramp FY26
520120	1/14/2026	ALLIANT ENERGY	628.32	Alliant 1477501000 5th Bell Lot FY26
520120	1/14/2026	ALLIANT ENERGY	5,096.90	Alliant 1522511000 5th St Ramp FY26
520120	1/14/2026	ALLIANT ENERGY	130.55	Alliant 6477860931 12th Elm Lot FY26
520120	1/14/2026	ALLIANT ENERGY	18,726.98	ALLIANT 4392701000 Ramps/Lots FY26
520120	1/14/2026	ALLIANT ENERGY	1,959.27	Electricity for Intermodal Dec 25
520120	1/14/2026	ALLIANT ENERGY	2,327.95	Electricity for JOTC Dec 25
520120	1/14/2026	ALLIANT ENERGY	5,743.25	Electrical Service for Building
520120	1/14/2026	ALLIANT ENERGY	135.00	Blanket Purchase Order - Monthly Electric Service
520120	1/14/2026	ALLIANT ENERGY	10,850.90	WRRC Electrical Expense - FY26
520120	1/14/2026	ALLIANT ENERGY	12,815.85	WRRC Electrical Expense - FY26
520120	1/14/2026	ALLIANT ENERGY	19,804.36	WRRC Lift Stations - Electricity Expense FY26
520121	1/14/2026	ALLIANT ENERGY	102.16	ELECTRIC BILLS FOR FY26
520121	1/14/2026	ALLIANT ENERGY	107.25	ELECTRIC BILLS FOR FY26
520121	1/14/2026	ALLIANT ENERGY	25.71	Alliant 0539621000 12th Bluff Lot FY26
520121	1/14/2026	ALLIANT ENERGY	72.81	ELECTRIC BILLS FOR FY26
520121	1/14/2026	ALLIANT ENERGY	111.42	2527 Washington St - Alliant Energy - (City Owned)
520121	1/14/2026	ALLIANT ENERGY	63.51	514 Angella St - Alliant Energy (City Owned)
1017408	1/14/2026	Amano McGann Inc	2,571.00	Amano McGann Amano One Elite Software Package
1017239	12/30/2025	AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES	700.00	US Contract Tower Association Membership
1017239	12/30/2025	AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES	1,881.00	Digicast ID media software
1017389	1/14/2026	ANN E DAUDERMAN	140.00	Per Diem FBINAA Leadership
520123	1/14/2026	ASSOCIATION OF PUBLIC TREASURERS	249.00	Association of Public Treasurers Membership Renewa
520144	1/14/2026	AT&T Mobility National Accounts, LLC	2,146.20	Cellular Service for Department
520144	1/14/2026	AT&T Mobility National Accounts, LLC	4,917.44	FY26 First Net Charges for IPhone/Tech Services
1017241	12/30/2025	AV FUEL	19,827.22	Blanket Purchase Order - Aviation Fuel
1017241	12/30/2025	AV FUEL	20,262.51	Blanket Purchase Order - Aviation Fuel
1017363	1/14/2026	AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
1017242	12/30/2025	AY MCDONALD MFG CO	400.81	Franchise Fee FY26
1017414	1/14/2026	BARD MATERIALS CENTRAL	275.35	CONCRETE FOR FLOOR REPAIRS
1017392	1/14/2026	BERVEN INDUSTRIES LLC	12,944.10	5 Pallets of NEWDEAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017278	12/30/2025	BIECHLER ELECTRIC INC	1,384.19	Hook Up AED's at Comiskey, Vets, Marshal Parks
1017411	1/14/2026	BIECHLER ELECTRIC INC	283.85	Replace Receptacle for Block Heater
1017253	12/30/2025	BIG RIVER SIGN COMPANY INC	1,202.48	LF- Graphics for Receptacles
1017382	1/14/2026	BILLY S DIEUJUSTE	282.00	Northwest U-School Police Staff and Command
1017382	1/14/2026	BILLY S DIEUJUSTE	278.01	Northwest U-School Police Staff and Command
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	91.34	FY26 LF BLANKET PO- GAS COSTS
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	183.32	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	147.53	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	518.55	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	265.12	Blanket Purchase Order - Monthly Gas Service
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	140.81	FY2026 BLANKET PO - GAS COSTS
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	238.61	FY2026 BLANKET PO - GAS COSTS
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	47.96	FY2026 BLANKET PO - GAS COSTS
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	95.02	FY2026 BLANKET PO - GAS COSTS
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	332.73	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	176.95	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	545.29	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	99.88	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	46.34	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	155.86	NATURAL GAS FOR FY26
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	3,047.12	FY25 JOTC GAS UTILITIES
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	1,035.02	FY26 INTERMODAL GAS UTILITIES
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	201.06	821 Garfield Ave. - Black Hills Energy (City Owned
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	172.19	2820 Brunswick St.-Black Hills Energy (City Owned)
1017362	1/14/2026	BLACK HILLS/IOWA GAS UTILITY CO	26.86	2527 Washington St (City Owned) Black Hills Energ
1017243	12/30/2025	BLACKSTONE AUDIO BOOKS	177.35	CD Audio Books for Library Collection
1017364	1/14/2026	BLACKSTONE AUDIO BOOKS	162.30	CD Audio Books for Library Collection
1017283	12/30/2025	BOUND TO STAY BOUND BOOKS INC	465.47	Children's books for collection
1017283	12/30/2025	BOUND TO STAY BOUND BOOKS INC	983.96	Children's books for Outreach - Bright Beginnings
1017273	12/30/2025	Braden Daniels	1,750.00	Tuition Reimbursement for fall semester 2025
1017390	1/14/2026	BRIAN S FELDOTT	61.60	MILEAGE REIMBURSEMENT
520035	12/30/2025	Bruce Lange	175.00	Ground Transportation Reimbursement
1017284	12/30/2025	CAPITAL SANITARY	248.35	HDQ-Janitorial Supplies
1017417	1/14/2026	CAPITAL SANITARY	74.68	ST3-Janitorial Supplies
1017417	1/14/2026	CAPITAL SANITARY	52.93	JANITORIAL SUPPLIES FOR PARKS
1017417	1/14/2026	CAPITAL SANITARY	165.72	Janitorial Supplies - Shop Supplies - Absorbant
1017417	1/14/2026	CAPITAL SANITARY	536.80	Bathroom toiletries for library restrooms
520146	1/14/2026	Carl Plumley	107.38	NOVEMBER & DECEMBER 2025 MILEAGE FOR CARL PLUMLEY
1017370	1/14/2026	CENGAGE LEARNING INC	476.65	Large Print books for circulating collection
520141	1/14/2026	CENTER POINT INC	25.17	Large print books for circulating collection
520141	1/14/2026	CENTER POINT INC	402.72	Large print books for circulating collection
260700003	1/2/2026	CENTURY LINK	42.57	FY26 CL Phone Charges
260700004	1/2/2026	CENTURY LINK	37.57	FY26 CL Phone Charges
260700005	1/2/2026	CENTURY LINK	2,979.71	FY26 CL Phone Charges
260700006	1/5/2026	CENTURY LINK	337.82	FY26 CL Phone Charges
260700007	1/5/2026	CENTURY LINK	127.71	FY26 CL Phone Charges
260700008	1/9/2026	CENTURY LINK	42.57	FY26 CL Phone Charges
520020	12/30/2025	Chad Sharkey	100.00	REIMBURSEMENT FOR TRIP TO WEST DES MOINES
1017244	12/30/2025	CINTAS CORP	20.01	Various Maintenance - FY26
1017244	12/30/2025	CINTAS CORP	53.86	Various Maintenance - FY26
1017244	12/30/2025	CINTAS CORP	55.96	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	221.57	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	100.98	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	55.96	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	262.48	Various Maintenance - FY26
1017365	1/14/2026	CINTAS CORP	195.95	FY2026 BLANKET PO - UNIFORMS
1017365	1/14/2026	CINTAS CORP	207.85	FY2026 BLANKET PO - UNIFORMS
1017365	1/14/2026	CINTAS CORP	55.96	Floor Mat Service
1017365	1/14/2026	CINTAS CORP	173.28	Cintas Ramp Rugs FY26
1017365	1/14/2026	CINTAS CORP	128.16	Cintas Ramp Rugs FY26
520003	12/30/2025	CINTAS FIRST AID & SAFETY	104.33	FIRST AIDE CABINET RESTOCKED
1017416	1/14/2026	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26
1017416	1/14/2026	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY26
1017409	1/14/2026	CONFLUENCE, INC.	17,130.00	Historic Millwork District Community Space Design
520036	12/30/2025	Constance Hutchcroft	175.00	Ground Transportation Reimbursement
1017263	12/30/2025	CONSTELLATION NEW ENERGY GAS DIV	483.45	COD-Dubuque City Garage: Kerper OCT 2025
1017388	1/14/2026	CONSTELLATION NEW ENERGY GAS DIV	1,487.25	FY2026 BLANKET PO - GAS COSTS
1017388	1/14/2026	CONSTELLATION NEW ENERGY GAS DIV	3,312.19	Utility gas for library
1017388	1/14/2026	CONSTELLATION NEW ENERGY GAS DIV	149.87	GAS BILL FOR 2241 LINCOLN
1017388	1/14/2026	CONSTELLATION NEW ENERGY GAS DIV	7,773.98	Natural Gas - FY26 - Constellation
1017406	1/14/2026	Cooper Grams	90.00	BASKETBALL REFEREE
520150	1/14/2026	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
1017245	12/30/2025	Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer - October 2025
1017366	1/14/2026	Cottingham & Butler Inc	2,917.00	Ongoing consulting 10-1-2025 to 10-1-2026
520023	12/30/2025	COX SPRINGS FARM	9.95	BACKGROUND CHECK FEE REFUND
1017254	12/30/2025	CRENNA M BRUMWELL	350.20	Brumwell - IMAA
520139	1/14/2026	CRESCENT COMMUNITY HEALTH CENTER	25,000.00	CCHC contracted services 7/1/25-6/30/26
520122	1/14/2026	DAN ARENSDORF CONSTRUCTION	53,280.00	Arensdorf Snow Removal
520122	1/14/2026	DAN ARENSDORF CONSTRUCTION	18,946.25	Arensdorf Snow Removal
1017269	12/30/2025	DANIEL J MAYNE	300.00	LF- RCON- SWANA

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1017262	12/30/2025	DANIELLE K DAY	47.25	Reimbursement for Program Supplies
1017264	12/30/2025	DAVID M KING	90.00	BASKETBALL REFEREE
1017374	1/14/2026	DEBRA A SEARLES	21.84	DECEMBER 2025 MILEAGE FOR DEB SEARLES
1017258	12/30/2025	DEMMER OIL COMPANY	24,123.60	7308 Gallons of Diesel
1017398	1/14/2026	Digitech Computer LLC	12,676.49	Ambulance Billing Cash Receipts
520147	1/14/2026	Discover Hospitality LLC	144.48	640 W 11th Relocation LHH21
520126	1/14/2026	DISH NETWORK LLC	153.12	Blanket Purchase Order - Monthly TV Service
1017380	1/14/2026	DITTMER RECYCLING INC	686.28	REFUSE FOR DECEMBER 2025
520137	1/14/2026	DUANE F ROLING	105.00	BASKETBALL REFEREE
520004	12/30/2025	DUBUQUE AREA CHAMBER OF COMMERCE	55.00	Forecast Luncheon 2026
520004	12/30/2025	DUBUQUE AREA CHAMBER OF COMMERCE	25.00	Legislative Kickoff 2026
520138	1/14/2026	DUBUQUE COUNTY E911 BOARD	1,122.12	Access Fees E911 Parking
1017246	12/30/2025	DUBUQUE COUNTY FIRE ASSOCIATION	750.00	Emergency Responder Training Facility 2026
1017367	1/14/2026	DUBUQUE COUNTY HISTORICAL SOCIETY	60.00	FY26 RECREATION INSTRUCTOR
520124	1/14/2026	DUBUQUE COUNTY RECORDER	54.00	RECORDING FEE FOR MERZ AND JACKSON
1017360	1/7/2026	DUBUQUE FIRE EQUIPMENT INC	175.00	City Hall Annex fire extinguisher service
1017247	12/30/2025	DUBUQUE HOSE & HYDRAULICS	401.15	LF- Shop Supplies 12/01/25
1017247	12/30/2025	DUBUQUE HOSE & HYDRAULICS	431.90	LF- Shop Supplies 12/01/25
1017368	1/14/2026	DUBUQUE HUMANE SOCIETY	14,933.00	FY26 Contracted Service Fees
520125	1/14/2026	DYERSVILLE COMMERCIAL	914.00	Denver Air Conn Marketing - New service ORD-DBQ
1017248	12/30/2025	EBSCO SUBSCRIPTION SERVICE	414.00	Subscription renewal for 7 EBSCO Databases
520021	12/30/2025	ELLA ROSE LINK	30.01	Gas from Academy for new officers
1017407	1/14/2026	EverFlow LLC	1,267.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017407	1/14/2026	EverFlow LLC	876.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017259	12/30/2025	EXPRESS EMPLOYMENT PROFESSIONALS	565.75	Temporary Administrative Assistant for HR
1017384	1/14/2026	EXPRESS EMPLOYMENT PROFESSIONALS	354.05	Temporary Administrative Assistant for HR
520127	1/14/2026	FEDEX	9.84	Fed X Shipping Fee-Water Bottle Sample - Lead
520128	1/14/2026	FINLEY HOSPITAL	4,775.61	Franchise Fee FY26
1017396	1/14/2026	FOUNTAIN OF YOUTH PROGRAM	15,750.00	FY2026 COS foy
1017369	1/14/2026	FOUR MOUNDS FOUNDATION	4,800.00	2231 Francis OAHMP Work
1017402	1/14/2026	Gavin Sarvis	90.00	BASKETBALL REFEREE
1017276	12/30/2025	GENUINE PARTS COMPANY INC	(14.72)	Stock Filters 11/18/25
1017276	12/30/2025	GENUINE PARTS COMPANY INC	(14.72)	STOCK - Filters, Motor Oil, Washers, Beams & Clean
1017276	12/30/2025	GENUINE PARTS COMPANY INC	42.50	LF-Shop Supplies Tape and Coolant 12/04/25
520037	12/30/2025	Geraldine Vesely	175.00	Ground Transportation Reimbursement
1017268	12/30/2025	GINA S BELL	167.51	GB Mileage July-December 2025
1017395	1/14/2026	GINA S BELL	379.50	10/1 GB_TR_Leadership Iowa_Indianola
1017271	12/30/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
1017376	1/14/2026	GRAYMONT WESTERN LIME INC	5,518.36	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
1017376	1/14/2026	GRAYMONT WESTERN LIME INC	5,495.04	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
520129	1/14/2026	GREATER DUBUQUE DEVELOPMENT CORP	10,500.00	FY26 COS GDDC
520011	12/30/2025	GRP & ASSOCIATES INC	33.00	LF- Large Medical Waste Boxes 12/15/25
1017371	1/14/2026	HAWKINS INC	7,413.28	SODIUM HYPOCHLORITE (CHLORINE)WTP PROCESS
1017249	12/30/2025	HDR ENGINEERING INC	5,376.25	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
1017249	12/30/2025	HDR ENGINEERING INC	56,869.05	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
1017249	12/30/2025	HDR ENGINEERING INC	17,590.95	LF- Annual Engineering Services FY25
1017249	12/30/2025	HDR ENGINEERING INC	33,094.34	C9AAP2 Engineering
1017249	12/30/2025	HDR ENGINEERING INC	1,808.25	DMASWA TO 20 - Horiz Exp Permitting
520018	12/30/2025	Heartland Business Systems, LLC	26,948.00	Mitel License Renewal
1017415	1/14/2026	HEIMAN INC	185.00	Ratchet Clutch Subassembly for Hose Nozzle
1017404	1/14/2026	HM Life Insurance Company	96,448.77	Stop Loss Insurance premium for January 2026
520130	1/14/2026	HOLY FAMILY CATHOLIC SCHOOLS	1,838.06	Franchise Fee FY26
520131	1/14/2026	HYGIENIC LABORATORY	1,472.00	LEAD WATER SAMPLES TESTING FEE
1017397	1/14/2026	IMWCA	2,500.00	Work Comp Quarterly Fees - Third Party Admin
1017397	1/14/2026	IMWCA	8,966.17	TPA 411 payments - November 2025
1017397	1/14/2026	IMWCA	81,081.00	Work Comp Premium - 7 Installments
1017391	1/14/2026	INDEPENDENT PUBLIC ADVISORS LLC	5,500.00	FY26 Q3 Retainer Services
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	136.98	Children's books for collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	(28.75)	Circulating materials for Adult library collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	338.25	Circulating materials for Adult library collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	2,417.58	Circulating materials for Adult library collection
1017387	1/14/2026	INGRAM LIBRARY SERVICES INC.	141.52	Children's books for collection
1017387	1/14/2026	INGRAM LIBRARY SERVICES INC.	33.30	Teen/Young Adult Materials for Collection
1017387	1/14/2026	INGRAM LIBRARY SERVICES INC.	266.04	Circulating materials for Adult library collection
1017387	1/14/2026	INGRAM LIBRARY SERVICES INC.	2,397.54	Circulating materials for Adult library collection
520134	1/14/2026	IOWA COMMUNITIES ASSURANCE POOL	4,826.80	FY26 Damage Claims
520134	1/14/2026	IOWA COMMUNITIES ASSURANCE POOL	5,345.24	FY26 Damage Claims
520134	1/14/2026	IOWA COMMUNITIES ASSURANCE POOL	1,951.33	FY26 Damage Claims
520134	1/14/2026	IOWA COMMUNITIES ASSURANCE POOL	61.43	FY26 Damage Claims
520014	12/30/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	4,266.00	FY26 Public Safety System Estimate
520014	12/30/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	3,201.00	FY26 Public Safety System Estimate
1017372	1/14/2026	J & R SUPPLY COMPANY	570.00	TOOLS FOR TRUCKS, PROBE, MANHOLE HOOKS
520151	1/14/2026	JAMES BUTCHER	9.95	REFUND OF BACKGROUND CHECK
1017270	12/30/2025	Jason D Lehman	350.20	Lehman - IMAA
520038	12/30/2025	Joseph Rios	175.00	Ground Transportation Reimbursement
520039	12/30/2025	Karin Spisak	175.00	Ground Transportation Reimbursement
1017275	12/30/2025	Key Lime Air Corp	245,327.00	MRG for November 2025
520016	12/30/2025	KIMBERLY A HOOVER	1,336.50	Tuition Reimbursement for fall semester 2025
520032	12/30/2025	KLOSSNER, CRYSTAL S	113.26	UB 17434 1586 MT PLEASANT
1017412	1/14/2026	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
520132	1/14/2026	LAMAR TEXAS LIMITED PARTNERSHIP	630.00	Advertising

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520132	1/14/2026	LAMAR TEXAS LIMITED PARTNERSHIP	1,652.00	Advertising
520033	12/30/2025	LEWIS, KAREN K	557.41	UB 22668 2149 SUNNYSLOPE
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	9,207.50	LF- Tire Recycling Mixed Load
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	5,405.60	LF- Tire Recycling Mixed Load
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	1,228.15	LF- Tire Recycling Mixed Load
520013	12/30/2025	LIBRARY IDEAS LLC	197.84	Vox Books for Children's Collection
1017405	1/14/2026	Life Wave Communication Inc	22,429.00	Ancillary Fiber Optic Services
520006	12/30/2025	LORAS COLLEGE	146.48	Franchise Fee FY26
520012	12/30/2025	MARTIN E. STEIL	100.00	Per Diem IAI Educational Conference
1017274	12/30/2025	Mary Angelene Metcalf	65.85	MILEAGE REIMBURSEMENT
520133	1/14/2026	MEDIACOM	236.90	INTERNET FOR TREE CREW-FY26
520007	12/30/2025	MEDICAL ASSOCIATES CLINIC PC	28.00	Drug Screening
1017379	1/14/2026	MICS CONSTRUCTION	45,460.00	710 Merz 21 Lead and HH Work
1017379	1/14/2026	MICS CONSTRUCTION	3,950.00	1771 Alta Vista CO Work
1017379	1/14/2026	MICS CONSTRUCTION	3,000.00	1771 Alta Vista Construction CO LHH21
1017257	12/30/2025	MIDWEST TAPE LLC	200.91	Adult DVDs, BluRays, CDs for Collection
1017257	12/30/2025	MIDWEST TAPE LLC	580.82	Adult DVDs, BluRays, CDs for Collection
1017383	1/14/2026	MIDWEST TAPE LLC	6,578.51	Downloadable materials Hoopla
1017383	1/14/2026	MIDWEST TAPE LLC	7,169.37	Downloadable materials Hoopla
1017383	1/14/2026	MIDWEST TAPE LLC	19.98	Adult DVDs, BluRays, CDs for Collection
1017383	1/14/2026	MIDWEST TAPE LLC	638.78	Adult DVDs, BluRays, CDs for Collection
520017	12/30/2025	MILLWORK HOTEL ASSOCIATES LLC	1,854.12	1771 Alta Vista Relocation LHH21 12.10.2025
520148	1/14/2026	Morris Newspaper Corporation of Wisconsin	630.36	Advertising
520010	12/30/2025	MULGREW OIL COMPANY	1,935.17	LF-# 2 PRM DYED WNTR DSL ULS15PPM
520010	12/30/2025	MULGREW OIL COMPANY	863.69	LF-#1 DYED DIESEL ULS15PPM 12/09/25
520010	12/30/2025	MULGREW OIL COMPANY	446.58	LF-#1 DYED DIESEL ULS15PPM 12/11/25
520010	12/30/2025	MULGREW OIL COMPANY	997.66	LF-# 2 PRM DYED WNTR DSL ULS15PPM
520010	12/30/2025	MULGREW OIL COMPANY	849.40	LF-#1 DYED DIESEL ULS15PPM 12/16/25
520010	12/30/2025	MULGREW OIL COMPANY	1,860.75	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/16/25
520010	12/30/2025	MULGREW OIL COMPANY	447.47	LF-#1 DYED DIESEL ULS15PPM 12/18/25
520010	12/30/2025	MULGREW OIL COMPANY	1,488.60	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/18/25
520040	12/30/2025	Nelson Klavitter	175.00	Ground Transportation Reimbursement
1017386	1/14/2026	NETWORK COMPUTER SOLUTIONS	700.00	Service on 12/17/25
1017279	12/30/2025	NORTHEAST IOWA COMMUNITY COLLEGE	133.00	CPR Class for E911
1017279	12/30/2025	NORTHEAST IOWA COMMUNITY COLLEGE	400.00	CPR Class for Dubuque Police Dept
1017385	1/14/2026	O'REILLY AUTOMOTIVE INC	42.99	UNIT #420001 - WO8550 - HARNESS
1017385	1/14/2026	O'REILLY AUTOMOTIVE INC	(40.00)	UNIT 2562 bracketed cal and core charge
1017250	12/30/2025	ORIGIN DESIGN CO	3,349.25	Task order 25-1
1017260	12/30/2025	OVERDRIVE INC	1,154.52	Downloadable Ebooks and EAudio for Adult Collectio
1017260	12/30/2025	OVERDRIVE INC	650.95	Downloadable Ebooks and EAudio for Adult Collectio
1017260	12/30/2025	OVERDRIVE INC	649.46	Downloadable Ebooks and EAudio for Adult Collectio
1017403	1/14/2026	Patrick Quarnstrom	120.00	BASKETBALL REFEREE
520041	12/30/2025	Patrick Welsh	175.00	Ground Transportation Reimbursement
520140	1/14/2026	QUEEN B RADIO WISCONSIN INC	400.00	Advertising
520140	1/14/2026	QUEEN B RADIO WISCONSIN INC	200.00	Advertising
1017373	1/14/2026	RACOM CORPORATION	1,215.13	RACOM INV36542 091525
1017373	1/14/2026	RACOM CORPORATION	55,385.00	Remaining Parts for Outdoor Warning Sirens
520135	1/14/2026	RADIO DUBUQUE INC	60.00	KDTH December Invoice - Aging In Place
520135	1/14/2026	RADIO DUBUQUE INC	320.00	Advertising
520135	1/14/2026	RADIO DUBUQUE INC	100.00	Advertising
520135	1/14/2026	RADIO DUBUQUE INC	500.00	Advertising
520135	1/14/2026	RADIO DUBUQUE INC	180.00	Advertising
520143	1/14/2026	RAM SERVICES LLC	1,095.00	390 Glen Oak- LHH24 Radon Mitigation Installation
1017267	12/30/2025	RAMONA J MANTERNACH	927.00	LF- Clerical Services- Mona
520042	12/30/2025	Ramona Klavitter	175.00	Ground Transportation Reimbursement
520034	12/30/2025	ROBBIE KOVAR	516.57	AMBULANCE REFUND
1017394	1/14/2026	ROBERT G WRIGHT JR	21,200.00	390 Glen Oak-LHH24
1017266	12/30/2025	ROCHESTER ARMORED CAR CO INC	378.93	DMASWA armored car service (Blanket)
520025	12/30/2025	ROCKIN 5K BBQ	9.95	REFUND OF BACKGROUND CHECK
260700001	1/7/2026	RXBENEFITS INC	101,607.42	FY26 Presc Admin & Claims - 12/6 to 12/19/25
520149	1/14/2026	Sandra Fowler	6,250.00	Dept Mgr for Housing-Fowler Consulting
520043	12/30/2025	Sandra Welsh	175.00	Ground Transportation Reimbursement
260700002	1/15/2026	SISCO	240.00	FY26 STD Insurance Premium - Jan 2026
1017418	1/14/2026	SIX SECONDS	500.00	Coach credits
520026	12/30/2025	SOUR JOES	9.95	REFUND OF BACKGROUND CHECK
1017399	1/14/2026	SPECIAL MARKETS INSURANCE CONSULTAN	1,201.78	AMERICORPS MEMBER HEALTH INSURANCE- NOVEMBER
520027	12/30/2025	STAN'S ICE CREAM	9.95	REFUND OF BG CHECK FEE
520022	12/30/2025	STEGER CONST., INC.	836,865.95	Blanket- Cell 9 Abutment Liner Phase 2 Project
1017400	1/14/2026	Susan R. Farber	1,183.69	7/16 SF_TR_NLC Board and Leadership Mtg_Columbus O
1017400	1/14/2026	Susan R. Farber	3,450.32	11/18 SF_TR_NLC City Summit_Salt Lake City UT
1017413	1/14/2026	TELEGRAPH HERALD	1,747.90	Publication Expenses
520145	1/14/2026	Telos Corporation	213.75	Blanket Purchase Order - Fingerprinting
520044	12/30/2025	Terrence Hutchcroft	175.00	Ground Transportation Reimbursement
520028	12/30/2025	THAT 1 PLACE (BEAN)	9.95	REFUND OF BG CHECK
1017381	1/14/2026	THE FISCHER COMPANIES	80.00	FY26 Parking
520015	12/30/2025	THE METRIX COMPANY	178.22	Franchise Fee FY26
520029	12/30/2025	THE OLD MAN BAR B QUE	50.00	REFUND OF MOBILE VENDOR LIC FEE
520030	12/30/2025	THE RICE IS NICE, LLC	9.95	BACKGROUND CK REFUND
1017255	12/30/2025	THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
1017378	1/14/2026	THOMAS J KIEFER	90.00	BASKETBALL REFEREE
1017251	12/30/2025	THREE RIVERS FS INC	140.40	LF- Spectra Lube Red 2 30TB CS

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017251	12/30/2025	THREE RIVERS FS INC	46.80	LF- Spectra Lube Red 2 30TB CS
1017375	1/14/2026	TIMOTHY L SPECHT	15,000.00	1605 Lincoln 22 HHP Work
520142	1/14/2026	TOWNSQUARE MEDIA LLC	5,000.00	Advertising
520142	1/14/2026	TOWNSQUARE MEDIA LLC	8,150.00	Advertising
520142	1/14/2026	TOWNSQUARE MEDIA LLC	390.00	Advertising
1017252	12/30/2025	TRICON CONSTRUCTION GROUP	993,895.91	LF- Customer Convenience Center Project
1017252	12/30/2025	TRICON CONSTRUCTION GROUP	682,730.57	LF- Customer Convenience Center Project
1017282	12/30/2025	TRI-STATE PORTA POTTY INC	997.00	Rental of units for Landfill and Streets 12/01/25
520045	12/30/2025	Troy Henkels	175.00	Ground Transportation Reimbursement
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	(1,511.93)	UNIT #3407 Exhaust RCN Cooler Kit
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	42.49	UNIT #3407 - WO8625 - SEAL
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	48.32	UNIT #3407 - WO8625 - GASKET
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1.88	UNIT #2680 - WO8632 - O-RING SEAL
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	97.90	UNIT #4004 - WO8615 - V BAND CLAMP
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	195.80	UNIT #4004 - WO8615 - V BAND CLAMPS
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	95.20	UNIT #4001 - WO 8592 - BRAKE CHAMBER BRACKET ASSEM
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	24.77	UNIT #3212 - WO8614 - CHASSIS COVER
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	176.71	GARAGE - STOCK RUBBISH 12/09/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,093.87	GARAGE - STOCK 12/19/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,463.08	GARAGE - STOCK RUBBISH 12/20/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,740.20	UNIT #3236 - WO8555 - TURBOCHARGER ACTUATOR KIT
520136	1/14/2026	UNIVERSITY OF DUBUQUE	646.61	Franchise Fee FY26
520005	12/30/2025	UNIVERSITY OF WISCONSIN PLATTEVILLE	62.00	Career Fair fee
1017401	1/14/2026	Valentine Construction Co LLC	5,407.50	Valentine Snow/Ice Removal 12/06-07/25
1017401	1/14/2026	Valentine Construction Co LLC	9,511.90	Valentine Snow/Ice Removal 12/06-07/25
1017401	1/14/2026	Valentine Construction Co LLC	3,162.80	Valentine Snow/Ice Removal 12/06-07/25
520031	12/30/2025	VERSUS LLC	9.95	BACKGROUND CHEVCK REFUND
1017256	12/30/2025	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
1017272	12/30/2025	Vidl Solutions, Inc	2,400.00	CC Goal-Organizational Culture Continuous Improvem
520009	12/30/2025	WAYNE R SCHNIER	90.00	BASKETBALL REFEREE
520019	12/30/2025	WB McCloud & Co, Inc.	66.13	FY26 1805 Central Pest Control
520019	12/30/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1017377	1/14/2026	WHKS AND COMPANY	16,692.91	RUSTIC POINT PARK DESIGN AND DEVELOPMENT
1017277	12/30/2025	Yesscenia Cuellar Vannatta	97.87	Gas from Academy for new officers
			$ 4,029,637.29	

COUNCIL APPROVAL

PAYDATE 01-22-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	$ 575.00	Transit Employee Uniforms Hats
1800TShirts	1,587.00	Transit Employee Uniforms
1800TShirts	349.50	Transit Employee Uniforms
1800TShirts	92.00	Transit Employee Uniforms
3CMA	99.00	Job posting for the Communications Specialist posi
3M	263.50	3M Clear Transfer Tape (Signs)
563 DESIGN PLLC	8,750.00	Architectural Services-Fire Station HDQ Remodel
799 Main LLC	360,000.00	799 Main
799 Main LLC	35,000.00	799 Main
A & G ELECTRIC COMPANY	889.05	Locust Ramp Repair Roof Top Lights
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER -BRANCHING OUT DBQ
AARON DOUGLAS	2,800.00	TREE REMOVAL
AARON DOUGLAS	5,000.00	TREE REMOVAL-ALONG GREENHOUSE
ACROSS THE STREET PRODUCTIONS INC	3,125.00	Blue Card Online Training for 25 Fire Personnel
AECOM TECHNICAL SERVICES INC	29,019.62	B2E2 (705) RAISE Planning Grant Design Services
AIRGAS USA LLC	2.79	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2.79	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	5.58	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	2.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	6.39	Medical Oxygen for Ambulances
AIRGAS USA LLC	16.74	LF-Rent Cyl Large Acetylene, Argon, Oxygen 12/31/2
AIRGAS USA LLC	2,586.29	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,312.81	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,455.76	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,340.43	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,891.30	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	3,274.82	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,836.99	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,331.45	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,626.35	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,120.14	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,294.85	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	3,802.95	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,034.53	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,374.90	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,024.84	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,329.93	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,814.88	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,635.78	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,557.06	Liquid Oxygen for the WRRC - FY26
ALLIANT ENERGY	30.24	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	89.79	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	40.00	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,538.77	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	20.45	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,299.14	FY26 350 W 6th Electricity
ALLIANT ENERGY	1,672.07	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	62.77	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	42.12	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	1,325.85	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	33.19	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	176.50	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	330.11	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	30.69	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	37.13	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	69.37	FY26 Electric Traffic & Street Lights

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	3,531.83	FY26 1157 Central MFC Electricity
ALLIANT ENERGY	3,127.02	FY 26 City Hall Electricity
ALLIANT ENERGY	216.59	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	69.76	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	87.40	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	67,689.05	FY2026 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	56.47	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	222.84	FY26 Electrical Service for 300 Main, Suite 330
ALTORFER INC	505.00	UNIT #3250 - WO8492 - SOS SAMPLES
ALTORFER INC	4,652.76	UNIT #3475 - LF HAUL TRUCK REPAIR
Amazon Capital Services, Inc.	22.10	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	41.78	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	77.34	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	99.79	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	285.60	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	43.56	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	6.49	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	126.61	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	125.33	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	111.98	Supplies for programs, patrons, and maintenance
Applied Technology Group Inc	3,630.00	Bluebeam Upfront Subscription
ARMELLA WISSINK	65.00	725 ANGELLA RL OVERPAYMENT
Ascendance Trucks LLC	15,858.23	UNIT #3222 -Engine Systems
Ascendance Trucks LLC	(2,006.84)	Unit #2504 - WO6600 - BLTPRF EGR Cooler, Gasket Se
Ascendance Trucks LLC	209.05	UNIT #3409 - WO7508 - BRAKE SPIDER ASSY
Ascendance Trucks LLC	3,631.54	No unit - Will be returning - 12/9/2025
Ascendance Trucks LLC	1,861.21	UNIT #3222 - KIT, TURBOCHARGER ACTUATOR
Ascendance Trucks LLC	90.53	UNIT #3222 - WO8790 - BREATHER TUBE
Ascendance Trucks LLC	33.06	UNIT #3207 - WO8789 - MUFFLER STRAP SUPPORT
Ascendance Trucks LLC	24.00	GARAGE - STOCK GILLIG 1/7/2026
Ascendance Trucks LLC	2,138.27	UNIT #2680 Parts: Cooler, Gasket, Seal
Ascendance Trucks LLC	59.77	GARAGE - STOCK 01/07/26
Ascendance Trucks LLC	90.46	GARAGE - STOCK 01/08/26
AT&T Mobility National Accounts, LLC	947.56	IPHONES AND IPADS PARKS-NOV 29-DEC 28, 2025
AT&T Mobility National Accounts, LLC	872.50	AT&T FirstNet - 11/29/25-12/28/25
AVALON SERVICE CENTER INC	11,744.99	UNIT #3412 - ACCIDENT REPAIR
AVALON SERVICE CENTER INC	17,760.00	NEW EQUIPMENT TRAILER FOR PARKS
B L MURRAY COMPANY INC	80.25	Cleaning Supplies
B L MURRAY COMPANY INC	75.19	TP for the WRRC
BALL HORTICULTURAL COMPANY	13.17	SEEDS FOR GREENHOUSE
BALL HORTICULTURAL COMPANY	15.28	SEEDS FOR GREENHOUSE
Banner Fire Equipment Inc	525.58	UNIT #13005 - WO8796 - CAB TILT PUMP
BLACK HILLS/IOWA GAS UTILITY CO	820.09	FY26 LF BLANKET PO- GAS COSTS
BluePath Finance FC IV LLC	257.94	UTILITY EXPENSE - ELECTRICITY
Brandon Avenarius	13,660.00	TREE/BRUSH REMOVAL
BRIAN VEACH	180.00	LF- Training and Conference 09/22/25
BRIAN VEACH	200.00	LF- 25 Hour LF Operator Course
CALLAWAY GOLF SALES COMPANY	(718.20)	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	26.26	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	221.65	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	347.90	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	20.10	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	443.20	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	1,423.35	PRO SHOP MERCHANDISE
CES COMPUTERS INC	595.99	Order # : Econ Dev - Joe setup Order ID : 99045887
CHEMSEARCH	289.45	LF Inside Out, 2x2.5GL,NAC FE 12/29/25
CHEMSEARCH	338.45	LF Inside Out, 2x2.5GL,NAC FE 01/06/26
CHEM-SULT INC	1,319.51	Polymer for Water Plant Treatment
CHRISTINA LYNN LEMMON	105.98	Travel- 2025 Women Lead Change Conf 11/12/25
CHRISTOPHER D RICHARD	35,000.00	1706 CENTRAL

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CHRISTOPHER D RICHARD	29,000.00	"Housing Dept TIF grants - 1706"
CHRISTOPHER D RICHARD	110,000.00	1706 CENTRAL
CINTAS CORP	489.57	Various Maintenance - FY26
CINTAS CORP	61.61	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	191.58	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	705.36	Rugs/Towels for the WRRC-FY26
CINTAS CORP	489.57	Various Maintenance - FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	191.58	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	189.18	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	487.63	Various Maintenance - FY26
CINTAS CORP	207.85	FY2026 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	68.56	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	101.68	FY2026 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	90.41	FY2026 First Aid Supplies
City of Dubuque	2,266.10	2025 Annual State Legislative Dinner
City of Dubuque	104,284.00	SHORTFALL AND SUBSIDY FOR FY26
CITY OF DUBUQUE - UB	1,033.21	COMMUNITY IMPACT SERVICE PROGRAM
CITY OF DUBUQUE - UB	643.28	COMMUNITY IMPACT SERVICE PROGRAM
CITY OF DUBUQUE IOWA/FIVE FLAGS	99,909.17	SHORTFALL AND SUBSIDY FOR FY26
CivicPlus LLC	8,095.02	Acquia Web Governance Standard Package
CLARKE UNIVERSITY	530.89	Franchise Fee FY26
CLARKE UNIVERSITY	2,293.24	Franchise Fee FY26
COBRA PUMA GOLF	69.22	PRO SHOP SPECIALTY ITEM
CODY BINICEWICZ	32.50	2548 Marywood RL Overpayment
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	457.20	ALARM MONITORING FY26
COMMUNICATIONS ENGINEERING CO	3,148.00	City of Dubuque - IT - Wireless Network Refresh
Compass Minerals America Inc.	101,514.48	Road Salt Deicer Winter 2025-2026
Compass Minerals America Inc.	114,558.24	Road Salt Deicer Winter 2025-2026
Compass Minerals America Inc.	104,917.20	Road Salt Deicer Winter 2025-2026
CONSTELLATION NEW ENERGY GAS DIV	483.11	Natural Gas City Hall
CONVIVIUM URBAN FARMSTEAD	1,379.71	SD Grant-Learning Center & Apiary Signage-Conviviu
CRAWFORD HEATING AND COOLING CO INC	3,324.10	FY26 Backflows Testing in 8 ramps/Sprinkler Inspec
CRAWFORD HEATING AND COOLING CO INC	398.58	BACKFLOW TESTING
CRAWFORD HEATING AND COOLING CO INC	95.00	Five Flags Backflow Repair
CRAWFORD HEATING AND COOLING CO INC	95.00	5th St Ramp Back Flow Repair
CRAWFORD HEATING AND COOLING CO INC	95.00	Intermodal Backflow Repair
CRAWFORD HEATING AND COOLING CO INC	580.00	Fy26 Annual Backflow test Locust Ramp
CURT'S SIGNATURE SIGN	937.22	Signs for OSPNS
DAN ARENSDORF CONSTRUCTION	4,775.00	Snow Removal of Port Lots
DANIEL J MAYNE	521.79	LF- 25 Hour LF Operator Course
DAVID A NESS	248.50	D. Ness Axis Immerse 2025 Travel Reimbursement
DEMCO INC	849.21	Processing supplies for library materials
DENISE C BLAKELEY-IHRIG	1,772.62	FY2026 BLANKET PO - CONSULTANT SERVICES
DENISE C BLAKELEY-IHRIG	2,054.98	FY2026 BLANKET PO - CONSULTANT SERVICES
DIETZ ENTERPRISES LLC	2,698.00	2315 Graham Circle Construction HH'22
DIETZ ENTERPRISES LLC	3,883.00	1240 Mt Loretta HHP 2022 Work
DIETZ ENTERPRISES LLC	1,521.00	1240 Mt Loretta Construction HH'21
DIETZ ENTERPRISES LLC	8,576.00	1240 Mt Loretta HHP 2022 Work
DIRK AND RHONDA DEUTMEYER	225.00	580 WILSON PROPERTY SALE RL REIMBURSEMENT
Discover Hospitality LLC	1,931.87	710 Merz Relocation LHH21
DITTMER RECYCLING INC	2,703.98	Blanket Refuse-Comingled Recycling
DITTMER RECYCLING INC	2,313.04	Blanket Refuse-Comingled Recycling
DITTMER RECYCLING INC	15,577.80	Blanket Refuse-Comingled Recycling

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DITTMER RECYCLING INC	150.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	212.98	Landfill Fees - 20 yrd/2 yrd - FY26
Drive Line & Company, Inc.	318.62	GARAGE - STOCK PLOW 12/31/2025
DRIVE LINE OF DUBUQUE INC	879.65	Stock- International/ Navistar Radiator
DUANE J RICHTER	146.30	D. Richter Axis Immerse 2025 Travel Reimbursement
DUBUQUE AREA LABOR MGMNT COUNCIL	8,750.00	FY 26 COS/DALMC
DUBUQUE COMMUNITY SCHOOL DIST	2,159.42	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	792.75	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	4,484.03	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	2,409.47	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	1,014.55	Franchise Fee FY26
DUBUQUE COUNTY BAR ASSOCIATION	165.00	Dubuque County Bar Association Members Fees
DUBUQUE COUNTY E911 BOARD	8,789.94	911 Access Fee: Oct- Dec 2025
DUBUQUE COUNTY RECORDER	42.00	Outstanding Recording Fees
DUBUQUE COUNTY SHERIFF	162.00	Sheriff Services for DECEMBER 2025
DUBUQUE COUNTY TREASURER	3,000.00	FY24 28E Cooperative Agreement
DUBUQUE COUNTY TREASURER	3,000.00	FY24 28E Cooperative Agreement
DUBUQUE COUNTY TREASURER	3,000.00	FY25 28E Cooperative Agreement
DUBUQUE HOSE & HYDRAULICS	2,472.32	UNIT #FIRE EQUIPMENT - WO8548 - CABLES
DUBUQUE HOSE & HYDRAULICS	26.37	LF- Shop Supplies Bits 12/23/25
DUBUQUE HOSE & HYDRAULICS	750.95	UNIT #3471 - HOSE PARTS 12/23/2025
DUBUQUE HOSE & HYDRAULICS	149.75	LF- Shop Supplies Bits 12/23/25
DUBUQUE HOSE & HYDRAULICS	405.71	GARAGE - STOCK BINS 12/24/2025
DUBUQUE HOSE & HYDRAULICS	74.66	UNIT #3412 - WO8959 - HEX NUT
DUBUQUE HOSE & HYDRAULICS	507.07	UNIT #3407 (LINES 1-7); UNIT #3412 (LINES 8-12)
DUBUQUE HOSE & HYDRAULICS	87.40	UNIT #3407 - CLAMP ASSY, 12MP-FPX, ELBOW
DUBUQUE HOSE & HYDRAULICS	171.51	LF- Shop Supplies Bits 01/06/26
DUBUQUE HOSE & HYDRAULICS	23.66	UNIT #540010 - PIPE ELBOW/NIPPLES 3/4X2
DUBUQUE HOSE & HYDRAULICS	40.58	UNIT #3401 - WO8866 - HEX PLUG, CHROME BIT
DUBUQUE HOSE & HYDRAULICS	90.85	GARAGE - SHOP SUPPLIES(NYLON CLAMPS) - 01/14/2025
DUBUQUE HOSE & HYDRAULICS	346.00	GARAGE - SHOP USE - 01/14/2026
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-December 2025
DUBUQUE SIGN COMPANY	23,904.60	ACM Signage for Locust, 5th and Central ramps
DUBUQUE SIGN COMPANY	65.30	DECALS FOR NEWER TRUCKS
DUBUQUE SIGN COMPANY	95.00	DECALS FOR EQUIPMENT
DUKES ROOT CONTROL INC	13,258.92	Root Foam of Sewers and Manholes
DYERSVILLE COMMERCIAL	64.00	LF- ABC's of Christmas
DYNAMIC LIFECYCLE INNOVATIONS INC	2,068.55	LF-Recycling services
EAST CENTRAL INTERGOVERN ASSOC	49.50	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA EXCAV & CONCRETE LLC	849.00	DITCH OVER WM REPAIR-OLD DAVENPORT&O'ROURKE RDS
EASTERN IOWA EXCAV & CONCRETE LLC	318.32	STREET PATCHES FOR WM REPAIR-E. 14TH ST & ELM ST
ELECTRIC PUMP LLC	22,432.26	Blended Sludge Feed Pump
ELLIOTT EQUIPMENT COMPANY	1,091.01	UNIT# 3412 Brake Dual Valve
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
EUROFINS ENV TESTING NORTH CENTRAL	201.90	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	155.15	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	148.40	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	84.20	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EXPRESS EMPLOYMENT PROFESSIONALS	540.84	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	438.77	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	620.50	Temporary Administrative Assistant for HR

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
F&W SERVICE COMPANY INC	23,097.87	Fleet Lift Repair
FEDEX	22.68	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	11.34	Fed X Shipping Fee-Water Bottle Sample - Lead
Gabrielle Chelette	144.00	Meeting Room Cancellation
GARY CARNER	105.00	51 BLUFF PROPERTY SALE RL REIMBURSEMENT
GARY CARNER	157.50	61 BLUFF PROPERTY SALE RL REIMBURSEMENT
GEISLER BROTHERS COMPANY	496.20	Service Call - Intermodal Facility
GEISLER BROTHERS COMPANY	3,340.00	WRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	2,958.00	WRRC HVAC Preventative Maintenance Services
GENUINE PARTS COMPANY INC	31.47	LF-Shop Supplies 12/02/25
GENUINE PARTS COMPANY INC	17.70	LF-Shop Supplies 12/11/25
GENUINE PARTS COMPANY INC	187.17	UNIT #3476 - FILTERS 12/17/2025
GENUINE PARTS COMPANY INC	143.28	GARAGE - STOCK - 12/23/2025
GENUINE PARTS COMPANY INC	47.99	LF-Shop Supplies 12/23/25
GENUINE PARTS COMPANY INC	311.71	GARAGE - STOCK FILTERS - 12/23/2025
GENUINE PARTS COMPANY INC	166.40	GARAGE - STOCK FLUIDS - 12/23/2025
GENUINE PARTS COMPANY INC	78.54	GARAGE - STOCK FILTERS - 12/24/2025
GENUINE PARTS COMPANY INC	21.96	UNIT #3456 Cabin Filters Replacements
GENUINE PARTS COMPANY INC	21.96	UNIT #3455 Cabin Air Replacements
GENUINE PARTS COMPANY INC	50.28	GARAGE - STOCK - 12/29/2025
GENUINE PARTS COMPANY INC	304.56	GARAGE - STOCK FILTERS -01/02/26
GENUINE PARTS COMPANY INC	100.90	LF-Shop Supplies 01/06/26
GENUINE PARTS COMPANY INC	76.46	GARAGE - STOCK FILTERS - 01/06/26
GENUINE PARTS COMPANY INC	109.13	GARAGE - STOCK FILTERS -01/08/26
GENUINE PARTS COMPANY INC	42.48	LF-Shop Supplies 01/08/26
GENUINE PARTS COMPANY INC	30.02	GARAGE - STOCK FILTER - 01/09/2026
GENUINE PARTS COMPANY INC	84.13	GARAGE - STOCK FILTERS - 1/09/2026
GENUINE PARTS COMPANY INC	63.84	UNIT #3250 - WO8901 - ADHESIVE
GENUINE PARTS COMPANY INC	60.80	UNIT #2111 - WO8975 - SUPER TRIM ADH-YELLOW
GERALD AND DONNA WELTER	90.00	2010 Deborah Property RL Reimbursement
GIESE SHEET METAL CO INC	450.00	MSC-Carbon Monoxide Detector Issue 12/23/25
GIESE SHEET METAL CO INC	1,594.80	MSC- Heat not working 12/31/25
GIESE SHEET METAL CO INC	529.01	MSC- Heat not working 01/09/26
GILLIG LLC	215.68	UNIT #2693 - WO8647 - MOD/ADAPTOR KIT
GILLIG LLC	413.82	UNIT #2682 - WO8798 - BRACKET, FENDER
GILLIG LLC	1,816.12	UNIT #2504 - WO8822 - COOLANT PUMP, FILTER ELEMENT
GOVERNMENTJOBS.COM	95,755.93	HRIS implementation - initial invoice
GRAYMONT WESTERN LIME INC	5,367.84	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,505.64	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,406.00	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
Haidee M Cardoso	11.13	Mileage Reimbursement
HANLEY AUTO BODY INC	745.00	UNIT#2682 Prep and Paint 5 Loose Panels
HAWKINS INC	6,726.64	Sodium Hypochlorite - Bulk order
HAWKINS INC	4,213.52	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	13,550.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	18,051.14	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	19,010.74	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	1,131.76	Waste Minimization Report Consultant
HDR ENGINEERING INC	21,722.71	C9AAP2 Engineering
HDR ENGINEERING INC	94,413.75	HDR - OMLS Middle Fork Phase 3 Design Contract
HDR ENGINEERING INC	3,767.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	11,565.00	Sanitary Sewer Asset Mgmt Plan
HENDERSON PRODUCTS INC	2,373.06	Unit #3233 - WO8666 - TARP KIT, ELECTRIC, W/WD
HENDRICKS FEED & SEED CO INC	398.00	Street- Hendricks Choice Salt -50# Blue 12/11/25
Hooks Hydraulics & Equipment	720.00	UNIT #3205 - WO8213 - SENSOR
HYGIENIC LABORATORY	2,714.00	Disinfectant BY-Product and PFAS Testing Fee
InSource Software Solutions	14,190.00	Update SCADA Software
INTERSTATE PIPE & SUPPLY	62.30	Fitting for bypass egate window
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPT OF INSPECTIONS & APPEALS	225.00	Elevator Permit & Inspection Fee - 12/15/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
IOWA KENWORTH INC	331.11	GARAGE - STOCK - 01/05/2026
IOWA KENWORTH INC	227.33	GARAGE - STOCK - 01/09/2026
IOWA KENWORTH INC	6.86	STOCK - GILLIG 01/12/2026
ISELER DEMOLITION INC	109,535.00	EAGLE POINT WATER TOWER DECONSTRUCTION PROJECT
J & R SUPPLY COMPANY	3,612.86	Check Valve for the Blended Sludge Pump-Bld 75
J & R SUPPLY COMPANY	360.00	Street/ Refuse- Winter Gripper Gloves 12/11/25
J & R SUPPLY COMPANY	3,648.00	Street/ Refuse- Winter Gripper Gloves 12/19/25
J & R SUPPLY COMPANY	5,025.00	TAPPING SADDLES & WRAPS FOR MAINBREAKS
JAMES YAGER	300.00	1305 ELM PROPERTY SALE RL REIMBURSEMENT
JESSICA QUECK	135.00	2071 N MAIN PROPERTY SALE RL REIMBURSEMENT
JQ Construction LLC	171,181.43	LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION
KANE, NORBY AND REDDICK, PC	1,111.00	103928- Platinum Holdings
Keaton Wayne Larson	4,000.00	Larson - Civil Rights Independent Contractor
KEITH ZENNER	112.50	2520 Queen Property Sale RL Reimbursement
KEN SAIKI DESIGN INC	3,320.00	COMISKEY PARK -PHASE 2
KEYSTONE AUTOMOTIVE INDUSTRIES INC	28.30	UNIT #130003 - WO8874 - ACRYLIC ENAMEL
KILBURG EQUIPMENT LLC	1,594.49	UNIT #3411 - WO8984 - COMPLETE FINGER-HELPING HAND
KIM A HERRIG	412.00	FY26 Custodial Services for 300 Main, Suite 330
KMDE LLC	831.90	MSC Solar Production- DEC 2025
KRAEMERS WATER STORE INC	79.65	Bottled Water Service for Landfill 12/17/25
KRUSER SEPTIC SERVICE INC	1,166.25	FY26 WRRC As Needed Maintenance
KRUSER SEPTIC SERVICE INC	880.00	FY26 WRRC As Needed Maintenance
KRUSER SEPTIC SERVICE INC	240.00	FY26 WRRC As Needed Maintenance
Kwik Trip Inc	31,890.77	Monthly Fuel Charges: Oct 2025
Kwik Trip Inc	41,344.04	Monthly Fuel Charges: Nov 2025
Kwik Trip Inc	33,826.74	Monthly Fuel Charges Acct #00557404: Dec 2025
LEE HIGHTOWER	97.50	603 NEEDHAM RENTAL LICENSE OVERPAYMENT
LEE HIGHTOWER	32.50	945 Spruce Overpayment Reimbursement
LISA KLEIN	438.75	1720 BRISTOL PROPERTY SALE RL REIMBURSEMENT
LOCATORS LTD	540.00	356 MAIN PROPERTY SALE RL REIMBURSEMENT
MACQUEEN EQUIPMENT GROUP	111.50	SCBA Repair
MACQUEEN EQUIPMENT GROUP	17.66	STOCK - RUBBISH (paid short on original invoice)
MACQUEEN EQUIPMENT GROUP	(1,097.85)	STOCK - RUBBISH
MACQUEEN EQUIPMENT GROUP	460.03	STOCK - RUBBISH Strap, Buckle, Filter, Tank 12/23
MACQUEEN EQUIPMENT GROUP	208.37	STOCK - RUBBISH Strap and Filter
MACQUEEN EQUIPMENT GROUP	427.79	Cleaning solution/disinfectant for SCBA masks
MARGIE A WHITE	97.50	1930 JACKSON PROPERTY SALE RL REIMBURSEMENT
MARGIE A WHITE	146.25	614 LINCOLN PROPERTY SALE RL REIMBURSEMENT
MARTIN EQUIPMENT OF IL INC	2,125.00	FROST HOOK FOR MINI EXCAVATOR
MARTIN EQUIPMENT OF IL INC	106.01	UNIT#3250 FIELD OPS - WO8709 - LAMP
MARTIN EQUIPMENT OF IL INC	4,552.80	UNIT#3456 Cap Screw, Washer, Guide
MARTIN EQUIPMENT OF IL INC	835.56	UNIT#3455 Precleaner
MARTIN EQUIPMENT OF IL INC	86.94	UNIT#3456 Bushing
MARTIN EQUIPMENT OF IL INC	178.99	UNIT#3455 Hose Fitting, O Ring, Bulk Hose, Elbow
MARTIN EQUIPMENT OF IL INC	145.48	UNIT#3455 O Ring, Seal Washer, Bushing, Thermostat
MARTIN EQUIPMENT OF IL INC	312.83	UNIT#3453 O Ring Hose Spring Bulk Hose Hose Fittin
MARTIN EQUIPMENT OF IL INC	127.83	UNIT#3244 Rear View Mirror (being returned)
MARTIN EQUIPMENT OF IL INC	1,152.84	UNIT#3453 FIELD OPS - COMPRESSOR, PRECLEANER
MARTIN EQUIPMENT OF IL INC	113.06	UNIT: NONE (BEING RETURNED) - MIRROR
MARTIN EQUIPMENT OF IL INC	182.00	UNIT#3244 - WO8893 - REAR VEIW MIRROR
MARTIN EQUIPMENT OF IL INC	190.70	UNIT#3453 FIELD OPS - HIGH PRESSURE HOSE
MARTIN EQUIPMENT OF IL INC	2.49	UNIT#3453 LF - TRACK BOLT
MARTIN EQUIPMENT OF IL INC	350.87	UNIT#3250 - WO8817 - MIRROR
MEDICAL ASSOCIATES CLINIC PC	1,552.00	Random drug and alcohol tests - December 2025
MICHAEL DUEHR	120.00	122 State Property Sale RL Reimbursement
MICHAEL W WEIKERT JR	1,332.00	LF- Recycling Services
MIKE FINNIN FORD LLC	24.60	UNIT #2109 - WO8714 - SPEAKERS (2ND SET)
MIKE FINNIN FORD LLC	580.87	UNIT #110021 Parts: Deflector and Bumper Asy
MIKE FINNIN FORD LLC	166.37	UNIT #130010 Parts: Damper Asy
MIKE FINNIN FORD LLC	275.78	UNIT #110023 - PANEL, SHIELD ASY

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIKE FINNIN FORD LLC	610.96	GARAGE - STOCK POLICE 01/13/2025
MIKE FINNIN FORD LLC	1,316.08	UNIT #110043 Repairs elec motor and coolant pump
MILLWORK HOTEL ASSOCIATES LLC	618.04	390 Glen Oak Relocation-LHH24
MIRACLE CAR WASH CORP	21.49	PATROL TRUCKS WASHED
MOBOTREX INC	1,848.00	Traffic signal components
MODERN PIPING INC	1,938.11	WRRC - Temporary Boiler Removal
MODERN PIPING INC	3,737.16	Boiler Condensate Piping to Exterior
MOLO OIL COMPANY	719.63	COD FIRE DEPT VEHICLE FUEL ACCT #31790 - 12/31/202
MOLO OIL COMPANY	70,323.52	COD PW FUEL - ACCT#5990034984 - 12/20/2025 (B)
MOLO OIL COMPANY	1,300.40	COD PW FUEL - ACCT#5990034984 - 12/20/2025
MSA PROFESSIONAL SERVICES INC	100.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MSA PROFESSIONAL SERVICES INC	1,500.00	GREYHOUND PK RD WATER MAIN LOOP PROJECT
MTI DISTRIBUTING INC	(330.92)	EQUIPMENT FOR IRRIGATION SYSTEM
MTI DISTRIBUTING INC	342.27	EQUIPMENT FOR IRRIGATION SYSTEM
MULGREW OIL COMPANY	1,502.67	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/23/25
MULGREW OIL COMPANY	965.02	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/26/25
MULGREW OIL COMPANY	1,779.22	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/30/25
MULGREW OIL COMPANY	592.80	LF-# 2 PRM DYED WNTR DSL ULS15PPM 01/02/26
MULGREW OIL COMPANY	579.01	LF-#1 DYED DIESEL ULS15PPM 12/23/25
MULGREW OIL COMPANY	413.58	LF-#1 DYED DIESEL ULS15PPM 12/26/25
MULGREW OIL COMPANY	551.44	LF-#1 DYED DIESEL ULS15PPM 01/02/26
MULGREW OIL COMPANY	1,172.09	LF-# 2 PRM DYED WNTR DSL ULS15PPM 01/06/26
MULGREW OIL COMPANY	551.44	LF-#1 DYED DIESEL ULS15PPM 01/06/26
MULGREW OIL COMPANY	826.59	LF-# 2 PRM DYED WNTR DSL ULS15PPM 01/08/25
MULGREW OIL COMPANY	331.47	LF-#1 DYED DIESEL ULS15PPM 01/08/26
MUNICIPAL COLLECTIONS OF AMERICA IN	50.70	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	3,987.98	UNIT#2704 - SANITARY SEWER VAC TRUCK - DESCALER
NATIONAL BAND & TAG CO	80.42	PET PARK DOG TAGS FOR 2026
NON-PROFIT DUBUQUE ARTS COUNCIL	900.00	50% REFUND FOR NON-PROFIT ORGANIZATION
O'REILLY AUTOMOTIVE INC	(44.00)	UNIT #1914 - WO8246 - BATTERY
O'REILLY AUTOMOTIVE INC	(49.65)	SM699 Semi-MET Pad
O'REILLY AUTOMOTIVE INC	(50.77)	Water Outlet (being returned)
O'REILLY AUTOMOTIVE INC	(95.81)	UNIT# 110014 Battery AUX 14
O'REILLY AUTOMOTIVE INC	23.98	UNIT #4901 - WO8697 - BATTERIES
O'REILLY AUTOMOTIVE INC	25.73	UNIT #110011 - WO8707 - AIR FILTER
O'REILLY AUTOMOTIVE INC	49.99	UNIT #2109 - WO8714 - SPEAKERS
O'REILLY AUTOMOTIVE INC	141.29	UNIT #130007 - WO8788 - BATTERY
O'REILLY AUTOMOTIVE INC	27.95	UNIT #1915 - WO8939 - WASHR NOZZLE
O'REILLY AUTOMOTIVE INC	11.99	UNIT #2203 - WO8991 - 2450 CELL BATTERIES
O'REILLY AUTOMOTIVE INC	519.50	UNIT #2680 - WO8995 - BATTERIES
O'REILLY AUTOMOTIVE INC	(49.99)	UNIT 2616 semi-met pad
O'REILLY AUTOMOTIVE INC	(487.74)	UNIT 2562 semi-met pads and brake rotors
ORIGIN DESIGN CO	780.00	FY2026 CITY OF DUBUQUE WATER SYSTEM MODELING
ORIGIN DESIGN CO	493.50	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1
ORIGIN DESIGN CO	3,183.40	Kerper Lift Station Consulting Engineering
OVERDRIVE INC	1,500.00	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	199.00	Central Ramp Large Button Transmitters
OVIVO USA LLC	28,990.00	Shaft for the Digester Mixer
Parsons Transportation Group Inc	13,223.13	STREETS Project
PATRIC VAHLE	97.50	REFUND FOR RENTAL LICENSE APP CANCEL
Peterbilt of Wisconsin	(211.96)	STOCK - Brake Shoe Kits 07/08/25
Peterbilt of Wisconsin	(1,451.98)	STOCK Brakes- Cast Brake Shoe Kit
Peterbilt of Wisconsin	(317.94)	STOCK Brakes- Cast Brake Shoe Kit
Peterbilt of Wisconsin	4,346.98	GARAGE - STOCK BRAKES - 01/14/2026
PIGOTT INC.	11,652.86	Furniture for Bureau Chief of EMS & Training
PORTZEN CONSTRUCTION INC	977.16	MSC Leak in Garage 1/13/26 (Emergency)
PORTZEN CONSTRUCTION INC	395.50	MSC Boiler Maint City Ops Building 12/15/25 Emerge
PORTZEN CONSTRUCTION INC	1,856.11	MSC mens locker room 12/31/25 (emergency)
PORTZEN CONSTRUCTION INC	588,100.21	Dubuque Gate and Pump Station Flood Mitigation 16t
PROQUEST LLC	1,904.81	Ancestry, Heritage Quest, Historical News Database

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
PROQUEST LLC	2,071.13	Ancestry, Heritage Quest, Historical News Database
RAPIDS REPRODUCTION INC	87.55	OMLS & ForceMain Prints
Rarestep Inc	50,457.60	Centralized Fleet Management Software Subscriptio
RDG PLANNING & DESIGN	9,667.50	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	576.25	Q Casino Amphitheater Planning-New PO w/New Coding
Redline Engineering LLC	10,094.75	Electric Hydraulic Shop Press
RILCO, Inc	4,135.50	GARAGE - Bulk Fluids 12/30/25
RILCO, Inc	391.50	Rotella ELC NF 50/50 Bulk
RIVER CITY STONE	189.41	2025 Various Stone
RIVER CITY STONE	2,070.78	2025 Various Stone
RIVER CITY STONE	119.00	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	603.15	2025 Various Stone
RIVER CITY STONE	122.68	2025 Various Stone
RIVER CITY STONE	223.57	2025 Various Stone
RIVER CITY STONE	109.73	2025 Various Stone
RIVER CITY STONE	101.41	2025 Various Stone
RIVER CITY STONE	487.02	2025 Various Stone
RIVER CITY STONE	124.95	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	279.13	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	134.84	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROBERT AND LINDA PUCKETT	168.75	2764 Central Property Sale RL Reimbursement
ROBERT DONNER	48.75	992 MT LORETTA OVERPAYMENT
ROCHESTER ARMORED CAR CO INC	442.09	DMASWA armored car service (Blanket)
ROGER CLEVELAND GOLF CO INC	(200.00)	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	782.80	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	284.00	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	853.64	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	82.40	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	182.94	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	91.47	PRO SHOP MERCHANDISE
ROGER CLEVELAND GOLF CO INC	91.47	PRO SHOP MERCHANDISE
RONALD CONRAD SR	90.00	625 CLARKE PROPERTY SALE RL REIMBURSEMENT
ROUSSELOT INC	5,284.94	Franchise Fee FY26
SADLER POWER TRAIN INC	24.26	GARAGE - STOCK FILTER 12/23/2025
SADLER POWER TRAIN INC	18.87	GARAGE - STOCK Light 01/05/26
SADLER POWER TRAIN INC	86.71	GARAGE - Unit 540009 Back Up Alarm
SADLER POWER TRAIN INC	130.80	GARAGE - STOCK 01/06/26
SADLER POWER TRAIN INC	865.88	UNIT #3401 - WO8866 - HYDRAULIC PUMP
SADLER POWER TRAIN INC	71.72	UNIT #3401 - WO8866 - GREASE LUBE COMPOUND
SAFETY-KLEEN CORP	680.02	LF Parts Wash Station Maintenance 11/18/25
Schadl Incorporated	1,303.90	LF- Preventative Maintenance
Schadl Incorporated	1,344.36	LF- Preventative Maintenance
Schadl Incorporated	998.76	LF- Preventative Maintenance
Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
SEDONA STAFFING	502.43	Hours Worked - Admin Support - 12/14/25
SEDONA STAFFING	548.10	Hours Worked - Admin Support - 01/11/26
SELCO INC	302.00	ROAD CLOSED SIGNS
SENECA COMPANIES	1,602.00	GARAGE - BUILDING MAINTENANCE (GARAGE OIL SYSTEM)
Sewer AI Corporation	1,330.00	Auto Code Services Sewer AI
Shelley M Stickfort	327.38	Employment Law Client Seminar
SPX CORPORATION	208.60	Genfare Mobile Ticketing Sept 25
SPX CORPORATION	175.70	Genfare Mobile Ticketing Sept 25
ST LUKES HEALTH - UNITYPOINT CLINIC	588.00	MRO Drug Screen results - December 2025
Stantec Consulting Services, Inc.	18,929.50	Ice Harbor Gate Inspection
STEEL MART	58.90	METAL FOR GATE LOCKS
STRAND ASSOCIATES INC	13,785.35	Fire Station 5 & 6
STRAND ASSOCIATES INC	880.37	Ruby Sutton Second Floor Structural Engineering
STRAND ASSOCIATES INC	1,290.09	Ruby Sutton Second Floor Structural Engineering
STRAND ASSOCIATES INC	294.46	Fire Station 5 & 6
STRAND ASSOCIATES INC	423.40	WRRC Misc Service - FY21-Tsk 20-09-#1154-085

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	1,000.00	Industrial Controls Project Upgrades-WRRC-amendmen
SUSTAINABLE STRATEGIES DC	1,250.00	Strategic Funding Services - Grant Writing
T & W GRINDING	26,914.30	Composting contract 1 Oct- 31 Dec 2025
TAYLOR MADE GOLF	533.45	PRO SHOP SPECIALTY ITEM
TERRACON CONSULTANTS INC	5,109.00	Catfish Creek Interceptor Middle Fork Phase 3
THE FISCHER COMPANIES	80.00	Parking for IT - 2 spaces at Annex
THE FISCHER COMPANIES	120.00	Parking Rent (01/2026)
THE LOCKSMITH EXPRESS	104.00	1276 Jackson St. - Rekey City Owned Property
THE LOCKSMITH EXPRESS	105.00	Intermodal Ramp Key Extraction
THE LOCKSMITH EXPRESS	13.00	MSC- Office Filling Cabinet
THE POINT NEIGHBORHOOD ASSOCIATION	750.00	FY26 PNA GRANT- NEIGHBORHOOD FLIER
THEISENS INC	33.98	GLOVES FOR STAFF
THEISENS INC	56.24	Transit Uniform shoes - Cathey
THOMPSON TIRE & RETREAD	2,256.54	UNIT # 3241 Tires Repairs
THOMPSON TIRE & RETREAD	1,135.00	UNIT # 3401 Tires Repairs
THOMPSON TIRE & RETREAD	547.00	UNIT#3404 Tires
THOMPSON TIRE & RETREAD	1,421.48	UNIT # 4001 Tire Repairs
THOMPSON TIRE & RETREAD	2,343.42	UNIT#1941 Tire Parts
THOMPSON TIRE & RETREAD	882.24	UNIT#1909
THOMPSON TIRE & RETREAD	643.84	UNIT#110011 Workhorse
THOMPSON TIRE & RETREAD	1,788.00	GARAGE- Stock Tires Police
THOMPSON TIRE & RETREAD	354.00	UNIT#2702 LT235/ 80R17 WRGLR DURATRAC LRE
THOMPSON TIRE & RETREAD	736.80	UNIT#4904 - METERS - TIRES
THREE RIVERS FS INC	2,073.48	LF- #2 Dyed Diesel & #1 Dyed Diesel 1/12/26
THREE RIVERS FS INC	1,060.02	LF- Diesel exhaust fluid bulk 12/22/25
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylindar 01/09/26
TM Inc	300.00	Mail Courier Service
TOP GRADE EXCAVATING INC	549,178.90	N. ENGLISH RD WATER MAIN EXTENSION PROJECT
TSCHIGGFRIE EXCAVATING	410.80	Clean Load of Stone for Shed-Keywest Lagoons
TSCHIGGFRIE EXCAVATING	7,046.62	EMERGENCY MAIN BREAK REPAIR -STREET REPAIR
TSCHIGGFRIE EXCAVATING	3,466.00	FY26 As Needed Maintenance
TURPIN DODGE OF DUBUQUE LLC	7,139.80	UNIT #1857 - ACCIDENT 10/01/2025
Unified Therapy Services	25.00	24 OAHMP Unified Therapy Services
Unified Therapy Services	25.00	24 OAHMP Unified Therapy Services
UNION HOERMANN PRESS	157.40	Franchise Fee FY26
UNION HOERMANN PRESS	2,908.60	Power Outage & Workforce Housing Inserts
UNION HOERMANN PRESS	2,564.10	January/February 2026 City News
US CONFERENCE OF MAYORS	6,567.00	USCM Membership due 1/1-12/31/2026
VAN METER INDUSTRIAL INC	8,848.20	INTEGRATED SERVICE AGREEMENT - TECH SUPPORT/REPAIR
VAN METER INDUSTRIAL INC	11,520.00	Integrated Svc Agreement-Electronic Controls
VAN METER INDUSTRIAL INC	205,433.00	ELEC. COMPONENTS FOR MOTOR CNTRL. CENTER AT WTP
VAN-WALL EQUIPMENT CO	1,598.30	DRIVE SHAFT
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data Dec 25
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
Vidl Solutions, Inc	22,500.00	Culture Journey Practitioner Certification-5 staff
WATER SOLUTIONS UNLIMITED INC	11,987.64	FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELU PRINTING COMPANY	43.13	STAFF BUSINESS CARDS
WELU PRINTING COMPANY	146.50	Homeowner Rehabilitation Postcards
WENZEL TOWING SERVICE	59.50	CAR THAT FELL IN WATER MAIN BREAK HOLE-TOWING
WENZEL TOWING SERVICE	114.50	Unit #110007 Black Ford Explorer
WENZEL TOWING SERVICE	109.00	Unit #4401 Green Chevy Silverado Towing
WENZEL TOWING SERVICE	187.50	Unit #3412 Brakes Went out Tow
WENZEL TOWING SERVICE	312.50	Unit #540006 2022 Freightliner Accident Tow
WENZEL TOWING SERVICE	59.50	Unit #110037 - POLICE (WON'T START) TOW
WENZEL TOWING SERVICE	187.50	Unit #2680 -BUS (LEAKING FLUIDS) TOW TO CITY GARAG
WESTPHAL & COMPANY, INC	1,790.00	On Demand Electrical/Network Svcs for WRRC
WESTPHAL & COMPANY, INC	375.22	Flexsteel Pump Station Transformer Replacement
WESTPHAL & COMPANY, INC	2,913.29	On Demand Electrical/Network Svcs for WRRC
WEX HEALTH INC	1,013.24	FY26 COBRA, Commuter, FSA Admin - December 2025
Winwater of Eldridge, IA CO	4,095.00	REPLACEMENT HYDRANT

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
WISS, JANNEY, ELSTNER ASSOCIATES	14,670.00	EPP STRUCTURAL ASSESSMENT STUDY
	$ 4,180,468.37	

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

General	1,910,919.52
Special Revenue	665,495.43
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
DMASWA	278,180.07
GRAND TOTAL	**$ 5,880,318.73**

***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

Revenue Type	Amount
Charge for services	7,724,358.00
Grants/Contributions	3,360,907.38
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	350,192.94
Gain on Disposal	28,446.01
Transfers	106,711.61
Miscellaneous	142,265.00
Total	**$ 18,670,823.93**

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

Fund	Amount
General Fund	8,179,966.59
Special Revenue	4,304,828.38
Debt Service	28,543.30
Capital Projects	809,821.80
Permanent	177.10
Water	1,047,472.33
Sanitary	1,148,931.24
Stormwater	551,045.43
Parking	242,457.29
Refuse	355,894.31
Transit	172,978.95
Internal Service	675,338.63
DMASWA	1,153,368.58
Total	**$ 18,670,823.93**

***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	1,461,065.43
Special Revenue	91,406.40
Capital Projects	1,412,557.20
Water	106,035.73
Sanitary Sewer	696,056.71
Stormwater	274,881.01
Parking	28,777.92
Refuse	4,034.53
Transit	16,891.43
Internal Service	7,306.27
DMASWA	1,283,237.68
GRAND TOTAL	**$ 5,382,250.31**

***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

Revenue Type	Amount
Charge for services	8,971,147.25
Grants/Contributions	1,973,078.60
Property Taxes	10,777,907.88
TIF	5,719,840.04
LOST	1,191,929.51
Hotel/Motel Tax	378,459.51
Utility Franchise Fees	675,993.21
Gaming	46,830.52
Investment Earnings	968,241.22
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	**$ 33,339,375.28**

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

Fund	Amount
General Fund	14,121,204.58
Special Revenue	8,714,808.31
Debt Service	103,286.79
Capital Projects	961,709.12
Permanent	684.68
Water	1,964,313.67
Sanitary	4,271,744.65
Stormwater	940,130.13
Parking	227,316.90
Refuse	623,444.87
Transit	79,104.99
Internal Service	331,157.74
DMASWA	1,000,468.85
Total	**$ 33,339,375.28**

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

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

General	1,519,674.45
Special Revenue	642,279.07
Capital Projects	2,013,723.82
Water	82,109.28
Sanitary Sewer	323,457.02
Stormwater	371,088.53
Parking	21,303.26
Refuse	7,058.37
Transit	8,846.28
Internal Service	21,230.49
DMASWA	764,514.84
GRAND TOTAL	**$ 5,775,285.41**

***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 NOVEMBER 30, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	6,988,020.48
Grants/Contributions	1,868,048.82
Property Taxes	2,164,034.42
TIF	839,021.13
Backfill	323,220.24
Utility Franchise Fees	544,112.12
Gaming	48,128.11
Investment Earnings	441,819.59
Gain on Disposal	13,770.00
Miscellaneous	37,062.22
Total	**$ 13,267,237.13**

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

Fund	Amount
General Fund	5,699,347.54
Special Revenue	2,613,754.52
Debt Service	19,741.82
Capital Projects	22,331.41
Water	1,075,856.71
Sanitary	1,558,021.40
Stormwater	525,676.96
Parking	184,094.38
Refuse	482,021.51
Transit	214,453.92
Internal Service	39,855.94
DMASWA	832,081.02
Total	**$ 13,267,237.13**

***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 NOVEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	940,458.77
Special Revenue	259,755.26
Debt Service	50,000.00
Capital Projects	478,727.25
Water	260,900.06
Sanitary Sewer	263,753.99
Stormwater	51,660.21
Parking	80,257.45
Refuse	3,848.70
Transit	9,728.16
Internal Service	12,501.72
DMASWA	147,607.56
GRAND TOTAL	**$ 2,559,199.13**

***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 DECEMBER 31, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	6,751,501.33
Grants/Contributions	8,481,426.11
Property Taxes	575,965.29
TIF	128,521.23
LOST	2,071,712.31
Hotel/Motel Tax	619,655.06
Utility Franchise Fees	469,118.68
Gaming	48,022.46
Investment Earnings	529,360.01
Miscellaneous	17,543.25
Total	**$ 19,692,825.73**

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

Fund	Amount
General Fund	4,969,022.62
Special Revenue	1,868,776.18
Debt Service	155,397.37
Capital Projects	7,774,113.86
Water	1,137,049.88
Sanitary	1,904,943.02
Stormwater	495,993.31
Parking	267,312.85
Refuse	415,159.26
Transit	78,452.29
Internal Service	30,207.57
DMASWA	596,397.52
Total	**$ 19,692,825.73**

***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 DECEMBER 31,2025
INTERIM EXPENDITURES BY FUND

General	1,934,256.99
Special Revenue	2,230,590.86
Capital Projects	4,010,288.80
Permanent	1,872.08
Water	474,956.10
Sanitary Sewer	308,211.25
Stormwater	231,779.98
Parking	50,836.58
Refuse	4,172.71
Transit	14,118.20
Internal Service	2,542.46
DMASWA	1,642,575.12
GRAND TOTAL	**$ 10,906,201.13**

***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 JANUARY 31, 2026
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	3,814,329.19
Grants/Contributions	1,244,602.67
Utility Franchise Fees	485,052.16
Gaming	29,091.01
Investment Earnings	2,661.71
Gain on Disposal	16,132.17
Miscellaneous	133.66
Total	**$ 5,592,002.57**

CITY OF DUBUQUE
PERIOD ENDING JANUARY 31, 2026
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	2,513,782.30
Special Revenue	1,206,672.95
Capital Projects	6,112.91
Water	545,232.64
Sanitary	571,191.52
Stormwater	254,480.07
Parking	32,742.32
Refuse	184,435.74
Transit	49,283.88
Internal Service	46,162.92
DMASWA	181,905.32
Total	**$ 5,592,002.57**

***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.**

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 5.

ITEM TITLE:	Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of 2541 Central Avenue
SUMMARY:	City Manager recommending City Council adopt a resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the redevelopment of 2541 Central Avenue. **RESOLUTION** Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. First Amendment
4. Resolution of Approval

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of 2541 Central Avenue

DATE: January 13, 2026

Economic Development Director Jill Connors is recommending City Council adopt a resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the redevelopment of 2541 Central Avenue.

Hitzler Rental, LLC has worked with an architect to determine that a fifth residential rental unit can be added to the building while meeting building code. The Downtown Housing Creation Grant Program provides $10,000 per unit for new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District. The units must be newly created or must have been vacant for a minimum of three years. As no rental units have been present in the building for many years, this fifth unit would also be eligible for the Downtown Housing Creation Grant Program. The First Amendment increases the Housing Creation Grant award from $40,000 to $50,000 for a total of five new residential rental units.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of 2541 Central Avenue

DATE: January 13, 2026

INTRODUCTION

This memorandum presents for City Council review and approval a Resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the redevelopment of 2541 Central Avenue.

BACKGROUND

On October 20, 2025, the Dubuque City Council entered into a Development Agreement with Hitzler Rental, LLC by Resolution No. 343-25. The Development Agreement included a Downtown Housing Creation Grant for the creation of four residential rental units, among other incentives.

DISCUSSION

Hitzler Rental, LLC has worked with an architect to determine that a fifth residential rental unit can be added to the building while meeting building code. The Downtown Housing Creation Grant Program provides $10,000 per unit for new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District. The units must be newly created or must have been vacant for a minimum of three years. As no rental units have been present in the building for many years, this fifth unit would also be eligible for the Downtown Housing Creation Grant Program. The First Amendment increases the Housing Creation Grant award from $40,000 to $50,000 for a total of five new residential rental units.

BUDGET IMPACT

This First Amendment increases the grant dollars awarded in the Development Agreement by $10,000. Staff have confirmed that this $10,000 is available in the balance of the Housing Creation Grant program for FY2026.

RECOMMENDATION

I respectfully request City Council adopt the attached Resolution approving the First Amendment to Development Agreement with Hitzler Rental, LLC for the redevelopment of 2541 Central Avenue.

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HITZLER RENTAL, LLC

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2026, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Hitzler Rental, LLC (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated October 20, 2025 (the Agreement); and

WHEREAS, City and Developer desire to amend the Development Agreement as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY AND GRANT RECIPIENT AGREE AS FOLLOWS:

Section 1. Section 3.5 of the Development Agreement is hereby amended to read as follows:

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Fifty Thousand Dollars ($50,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar ($10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of five apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

Section 2. Except as modified herein, the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

HITZLER RENTAL, LLC

By: Tim Hitzler
Timothy J. Hitzler, President

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by Ian Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC

WHEREAS, the City of Dubuque (City) and Hitzler Rental, LLC (Developer) entered into a Development Agreement dated October 20, 2025 for the redevelopment of 2541 Central Avenue in the City of Dubuque, Iowa; and

WHEREAS, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC, a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of January, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 6.

ITEM TITLE:	Iowa Department of Transportation HMA Sealing Project
SUMMARY:	Correspondence from Jesse Tibodeau, District Engineer with the Iowa Department of Transportation, notifying the City Council of HMA joint and crack sealing on US-61 from Dubuque Airport to Lake Eleanor Road.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Correspondence
2. Follow Up Email with Project Start Date

IOWA | DOT

KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR
MELISSA GILLETT, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION
DIVISION/BUREAU
5455 Kirkwood Blvd. SW
Cedar Rapids, IA 52404
319-364-0235
www.iowadot.gov

December 26, 2025

Ref: MP-061-6(718)181--76-31

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let the project as referenced above on December 16, 2025. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2026 and will consist of HMA joint and crack sealing on US-61 from Dubuque Airport to Lake Eleanor Rd.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund, and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at hugh.holak@iowadot.us

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau

Jesse Tibodeau, P.E.
District Engineer

JLT:JWP
To: Adrienne Breitfelder, City Clerk, City of Dubuque
Cc: Jesse Tibodeau, P.E., Iowa DOT District Engineer, District 6
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6
Hugh Holak P.E., Manchester Resident Construction Engineer, Manchester RCE Office
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office
Russell Weber P.E., Iowa DOT Area Engineer, District 6 Office

Adrienne Breitfelder

From: Plymesser, Jason <Jason.Plymesser@iowadot.us>
Sent: Tuesday, December 30, 2025 8:57 AM
To: Adrienne Breitfelder
Cc: Tibodeau, Jesse; Alvarez, Danielle; Holak, Hugh; Stelken, Brian; Recker, Diane; Weber, Russell
Subject: RE: Project Notification: MP-061-6(718)181--76-31 HMA Joint & Crack Seal

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Good morning Adrienne,

The letting date for this project was on December 16, 2025. This project has a late start date of 7-6-2026 with 55 working days.

Thank you,

Jason Plymesser
Engineering Office Assistant 2
District 6 Office
Iowa Department of Transportation
5455 Kirkwood Blvd SW
Cedar Rapids, IA 52404
319-364-0235 office
jason.plymesser@iowadot.us
iowadot.gov

From: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Sent: Monday, December 29, 2025 1:31 PM
To: Plymesser, Jason <Jason.Plymesser@iowadot.us>
Cc: Tibodeau, Jesse <Jesse.Tibodeau@iowadot.us>; Alvarez, Danielle <Danielle.Alvarez@iowadot.us>; Holak, Hugh <HUGH.HOLAK@iowadot.us>; Stelken, Brian <BRIAN.STELKEN@iowadot.us>; Recker, Diane <DIANE.RECKER@iowadot.us>; Weber, Russell <Russell.Weber@iowadot.us>
Subject: RE: Project Notification: MP-061-6(718)181--76-31 HMA Joint & Crack Seal

CAUTION:
This email originated from outside the Iowa Department of Transportation.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jason,

The letter references the project will occur on December 16, 2025. Is that correct, or is this intended to occur on a future date?

Thank you,
Adrienne

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Adrienne Breitfelder, CMC
City Clerk | City of Dubuque
City Hall | 50 W. 13th Street
Dubuque, Iowa 52001
563-589-4121

From: Plymesser, Jason <Jason.Plymesser@iowadot.us>
Sent: Friday, December 26, 2025 11:26 AM
To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Cc: Tibodeau, Jesse <Jesse.Tibodeau@iowadot.us>; Alvarez, Danielle <Danielle.Alvarez@iowadot.us>; Holak, Hugh <HUGH.HOLAK@iowadot.us>; Stelken, Brian <BRIAN.STELKEN@iowadot.us>; Recker, Diane <DIANE.RECKER@iowadot.us>; Weber, Russell <Russell.Weber@iowadot.us>
Subject: Project Notification: MP-061-6(718)181--76-31 HMA Joint & Crack Seal

Attached is the project notification letter for MP-061-6(718)181--76-31, a HMA joint and crack sealing project, to be let by the Iowa DOT on December 16, 2025. This primary road project is within or near the city corporate limits; we are providing you with this notification so it can be included in a future City Council meeting agenda as a matter of information to your council members.

Any questions can be directed to Hugh Holak P.E., Resident Construction Engineer, or Jesse Tibodeau, P.E., District Engineer, District 6.

Thank you,

Jason Plymesser
Engineering Office Assistant 2
District 6 Office
Iowa Department of Transportation
5455 Kirkwood Blvd SW
Cedar Rapids, IA 52404
319-364-0235 office
jason.plymesser@iowadot.us
iowadot.gov

IOWA DOT

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 7.

ITEM TITLE:	Request for City Council Ratification of the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA
SUMMARY:	City Manager recommending City Council ratify the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. IUOE First Amendment to 7-1-24 CBA partially executed (callback minimum)
4. IUOE-City of Dubuque CBA 7-1-2024 to 6-30-2029 (fully executed)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA

DATE: January 12, 2026

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratify the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Jessica George-Rethwisch, Emergency Communications Director
Sandi Fowler, Interim Housing and Community Development Director
Ryan Knuckey, Transportation Services Director
Chris Lester, Water Department Director
Deron Muehring, Water and Resource Recovery Center Director
Jason Lehman, Assistant City Attorney

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: January 14, 2026

RE: Request for City Council Ratification of the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA

The purpose of this First Amendment is to update the Recognition Article with current position and department titles and to provide for a minimum number of hours for Callback time to Water Department and Water & Resource Recovery Center eligible positions.

This First Amendment:

1. Amends **Article 1 Recognition of the Agreement** to reflect current department names and to reflect current, correct position titles.
2. Removes and replaces **Appendix B, Call Pay** provision language to clarify when "callback" pay applies and to provide for a minimum of two hours of callback time when eligible employees are "called back" and perform work at the facility. This language is consistent with the parties' intent when the contract was negotiated.

The Union ratified this First Amendment on December 29, 2025.

I respectfully request your support for the recommendation that the Dubuque City Council votes to ratify, and therefore fully execute, this First Amendment to the July 1, 2024 IUOE CBA.

Attachments: Partially executed First Amendment
City of Dubuque IUOE July 1, 2024 CBA

cc: Jenny Larson, CFO
Gus Psihoyos, City Engineer
Jessica George-Rethwisch, Emergency Communications Director
Sandi Fowler, Interim Housing and Community Development Director
Ryan Knuckey, Transportation Services Director
Chris Lester, Water Department Director
Deron Muehring, Water and Resource Recovery Center Director
Jason Lehman, Assistant City Attorney

FIRST AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL #234
July 1, 2024 – June 30, 2029

This First Amendment to Agreement, dated for reference purposes the ___ day of January 2026, is made and entered into between the International Union of Operating Engineers, AFL-CIO, Local #234 ("Union") and the City of Dubuque, a municipal corporation ("City").

The parties agree as follows:

Section 1. Effective upon ratification by both parties, at Article 1 **Recognition** of the Agreement is amended as follows to reflect current department names and correct, current position titles.

The City recognizes the International Union of Operating Engineers, Local #234, certified by the Public Employment Relations Board in Case No. 249, and amended in Cases No. 1545, 2211, 7066 and 8287 as the exclusive bargaining representative for certain employees of the City of Dubuque. The following has been determined as the bargaining unit:

INCLUDED:

ENGINEERING DEPARTMENT: Custodian I, Maintenance Worker.

EMERGENCY COMMUNICATIONS DEPARTMENT: Public Safety Dispatcher.

FINANCE DEPARTMENT: Account Clerk I, Cashier.

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT: Inspector I.

TRANSPORTATION SERVICES DEPARTMENT: Parking Enforcement Officer.

WATER DEPARTMENT: Distribution Maintenance Worker, Equipment Mechanic, Equipment Operator II, Industrial Electrical Technician, Lead Distribution Maintenance Worker, Plant Operator.

WATER AND RESOURCE RECOVERY CENTER (WRRC): Equipment Mechanic, Industrial Electrical Technician, Lead WRRC Operator, Maintenance Lead, Plant Operator.

EXCLUDED: All other employees of the City of Dubuque not represented by a certified

employee organization and all supervisory, confidential, temporary, seasonal, and limited term employees, and all other employees excluded by Iowa Code section 20.4.

Section 2. Effective upon ratification of both parties, at **Appendix B, Callback Pay** of the Agreement:

1. This Callback Pay supplemental pay provision within Appendix B will continue to pertain only to an employee who is employed within the Water Department or the Water and Resource Recovery Department.

2. The current language of the Callback Pay provision is replaced with the following language:

   Any employee, employed within the Water Department or the Water and Resource Recovery Department, who:
   a) after having left the premises following the completion of the employee's regular shift is recalled for additional work; or
   b) is recalled on a non-scheduled day when in a designated on-call status; or
   c) is requested to report for work by a department manager or designee in response to a designated emergency situation, as determined by the department manager or designee

   shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's base rate of pay plus certification pay and longevity pay, if the employee is otherwise eligible for longevity and/or certification pay. When such work merges with the employee's workday, this provision does not apply. Under no circumstances shall an employee be paid twice for the same hours worked.

Section 3. Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 5. This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understanding that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST: _____
Adrienne Breitfelder, City Clerk

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, #234

By: Brian Vaske
Brian Vaske, Business Agent

_____
Larry Hoppman, Union Steward

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO - LOCAL #234

JULY 1, 2024 through JUNE 30, 2029

Operating Engineers
LOCAL 234

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #234 CONTRACT

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION

ARTICLE 2 DEFINITIONS

ARTICLE 3 GENERAL CONDITIONS

ARTICLE 4 NO STRIKE CLAUSE

ARTICLE 5 CITY/UNION REPRESENTATION

ARTICLE 6 UNION NEGOTIATING COMMITTEE

ARTICLE 7 NONDISCRIMINATION

ARTICLE 8 PAYDAY

ARTICLE 9 PART TIME EMPLOYEES

ARTICLE 10 MEAL PERIOD

ARTICLE 11 JURY DUTY/COURT APPEARANCE

ARTICLE 12 SENIORITY

ARTICLE 13 JOB POSTING

ARTICLE 14 TEMPORARY ASSIGNMENT

ARTICLE 15 LEAVE OF ABSENCE WITHOUT PAY

ARTICLE 16 BEREAVEMENT PAY

ARTICLE 17 SICK LEAVE

ARTICLE 18 PARENTAL LEAVE

ARTICLE 19 VACATIONS

ARTICLE 20 PERSONAL LEAVE

ARTICLE 21 WORKWEEK AND WORKDAY

ARTICLE 22 SHIFT PREMIUM PAY

ARTICLE 23 OVERTIME

ARTICLE 24 HOLIDAY PAID LEAVE/HOLIDAY PAY

ARTICLE 25 LONGEVITY

ARTICLE 26 CLEANING UP TIME

ARTICLE 27 ADEQUATE WASH FACILITIES

ARTICLE 28 FLEX WORK ARRANGEMENTS

ARTICLE 29 GRIEVANCE PROCEDURE

ARTICLE 30 ABSENT WITHOUT LEAVE

ARTICLE 31 WAGES

ARTICLE 32 SAVINGS CLAUSE

ARTICLE 33 DURATION AND NEGOTIATIONS

APPENDIX A

WAGE TABLE

APPENDIX B

TRAINING PAY

STANDBY PAY

CALLBACK PAY

TANK CLIMBING PAY

SAFETY EYEWEAR

CERTIFICATION PAY

ARTICLE 1

RECOGNITION

The City recognizes the International Union of Operating Engineers, Local #234, certified by the Public Employment Relations Board in Case No. 249, and amended in Cases No. 1545, 2211, 7066 and 8287 as the exclusive bargaining representative for certain employees of the City of Dubuque. The following has been determined as the bargaining unit:

INCLUDED:

Water Department: Equipment Mechanic, Equipment Operator II, Plant Operator (certified and non-certified), Industrial Electrical Technician, Water Meter Repair Worker I, Distribution Maintenance Worker, Lead Distribution Maintenance Worker.

Water and Resource Recovery Center (WRRC): Industrial Electronics Technician, Equipment Mechanic, Plant Operator (certified and non-certified), Lead WRRC Operator.

Transportation Services - Parking Division: Parking Enforcement Officer.

Engineering Department: Maintenance Worker, Custodian I.

Finance and Budget Department: Account Clerk I, , Senior Cashier, Cashier, Clerk.

Housing and Community Development Department: Inspector I.

Emergency Communications Department: Public Safety Dispatcher.

EXCLUDED:

All other employees of the City of Dubuque not represented by a certified employee organization and all supervisory, confidential, temporary, seasonal, and limited term employees and all other employees excluded by Iowa Code section 20.4.

ARTICLE 2

DEFINITIONS

Full-time Employee: An employee who serves in a position that is a 1.0 Full-time Equivalent (FTE).

Part-time Employee: An employee who serves in a position that is less than a 1.0 Full-time Equivalent (FTE). A part-time employee does not include temporary, seasonal, or other limited term employees.

Base Pay (or **Base Rate)**: An employee's base pay (or base rate) is the employee's hourly rate of pay as is reflected on the wage plan represented in Appendix A of this Agreement, and excluding any additional payments such as overtime, longevity, shift premiums, and other wage augments.

Regular Pay (or **Regular Rate)**: An employee's regular pay (or regular rate) is the employee's hourly base rate of pay on the wage plan represented in Appendix A of this Agreement, inclusive of additional payments provided for under this Agreement such as longevity, shift premiums, and other wage augments.

Working Day(s): For the purposes of the Grievance provision of this Agreement, "working day(s)" are Monday through Friday, excluding City observed holidays.

ARTICLE 3

GENERAL CONDITIONS

Public Employer Rights

Public employers shall have in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, evaluate, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4

NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

ARTICLE 5

CITY/UNION REPRESENTATIVES

The Union shall provide the City with a list of representatives by name, position and area which each representative serves (if steward). Changes to this list shall be furnished to the City promptly. The City need not recognize any Union representative of whom it has not been informed.

The City shall provide the Union with a list of supervisors in each area and shall also provide notification of any changes.

ARTICLE 6

UNION NEGOTIATING COMMITTEE

For employees on the Negotiating Committee who are negotiating during their normal hours of work, the City shall pay no more than four (4) employees at the base time rate. No compensation shall be paid to employees who are negotiating outside of their normal work hours.

ARTICLE 7

NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit be either party to this Agreement because of mental or physical disability, age, sex, gender identity, marital status, race, creed, ancestry, color, religion, national origin, sexual orientation, or political affiliation.

Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE 8

PAYDAY

Pay day shall be every other Friday. If the pay day is an observed holiday, the pay day shall be the day before the holiday.

ARTICLE 9

PART-TIME EMPLOYEES

Part-time Employee: An employee who serves in a position that is less than a 1.0 Full-Time Equivalent (FTE). A part-time employee does not include a temporary, seasonal, or other limited term employee.

Part-time employee shall be entitled only to the base rate of pay for the classification as set forth in the wage plan in Appendix (A) and shall not accrue or be entitled to any other benefits, pay, privileges, or conditions of employment granted by this Agreement or be subject to any other provisions of this Agreement.

ARTICLE 10

MEAL PERIOD

Bona fide meal periods of thirty (30) minutes or more are not considered work time and are unpaid. Employees must be completely relieved from duty for the purpose of eating their regular meals. The employee is working if the employee is required to perform any work duties, whether active or inactive, during the meal period. If an employee is required to work through, or interrupted for work purposes during a meal period, that employee will be paid for the meal period. Whenever possible, the meal period shall be in the middle of the workday.

Employees in the classification of Lead W&RRC Operator, Plant Operator, Parking Enforcement Officer, and Public Safety Dispatcher shall not have a specified meal period, but such employees may eat their meals as they work. All other employees shall receive a thirty (30) minute unpaid lunch period, unless no meal period is provided for under a granted Flexible Work Arrangement.

ARTICLE 11

JURY DUTY/COURT APPEARANCE

The City supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty or subpoena for a court appearance to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence. Full or part-time employees required to report for jury duty or court appearance are paid the difference, if any, between the compensation received for jury duty or court appearance and their base pay for each day of jury duty witness testimony. Mileage and meal allowance received by the employee is not deducted from the employee's base pay. Normally this is processed by having the employee submit the jury duty or witness compensation, excluding expense reimbursement, to the Finance Office in exchange for the employee's base pay.

If an employee is released from jury duty or witness appearance after 4 hours or less of service, the employee must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

ARTICLE 12

SENIORITY

Section 1

Employees shall serve a trial (probationary) period of six (6) months. After completing six (6) months of continuous service in a full-time position, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position. For purposes of computing benefits, length of continuous service shall relate to an employee's date of employment in a full-time position with the City. For purposes of this Agreement, the term employee shall mean full-time employee. An employee may be laid off or discharged any time prior to the end of the trial (probationary) period and such discharge or layoff shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Union shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial (probationary) period.

Section 2

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons (this list is not inclusive):

- Resignation
- Discharge
- Death
- Retirement

- Being laid off for a period of two (2) months without either being recalled to the position the employee occupied at the time of the lay off or being appointed to another position in the bargaining unit.
- If, after a layoff, the employee fails to report for work within five (5) workdays of the date the certified letter was mailed notifying the employee to report for work.
- Failure to report to work after the termination of an authorized leave.

ARTICLE 13

JOB POSTING

The City shall post open jobs via its job posting system for a minimum of three (3) calendar days to afford interested employees an opportunity to make application for positions of interest through the application process and system.

ARTICLE 14

TEMPORARY ASSIGNMENT

Management reserves the right to temporarily assign employees from one classification to another. If an employee is advanced for fifteen (15) consecutive days worked in a higher classification, the employee shall be considered to be temporarily in the wage plan level/classification within the bargaining unit of the job the employee is filling retroactive to the first day for the time the employee temporarily fills the position.

ARTICLE 15

LEAVES OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the department manager/director with the approval of the Chief Human Resources Officer and City Manager. An employee desiring a leave of absence without pay must submit a request in writing, as soon as practicable, stating the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to work. Failure to return to work at the end of such leave constitutes a resignation. An employee may be required to take a medical examination that releases the employee to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, will be returned to the same position at the same pay step within the salary range corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act, during a leave of absence without pay exceeding thirty (30) calendar days the employee continues to accrue seniority, but does not accrue or receive any other privileges, benefits or pay granted by this Agreement.

Decisions regarding all requests for a leave of absence without pay must be in writing.

ARTICLE 16

BEREAVEMENT LEAVE

Regular, full-time employees with 30 days or more of continuous service may take up to 5 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" for the purposes of bereavement leave are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

All regular, full-time employees may take up to one (1) day off with pay to attend the funeral or celebration of life of an extended family member (aunts, uncles, nieces, nephews, and cousins). The City may require verification of the need for the leave and employee's relationship to the decedent. The employee's supervisor will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the employee's base rate plus longevity and certification pay to a maximum of the number of hours per day the employee is customarily scheduled per day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

ARTICLE 17

SICK LEAVE

Paid sick leave is a safety net for employees from financial loss during an absence from work due to illness or injury. Employees become eligible to use accrued sick leave after completing thirty (30) continuous days of employment.

Section 1 - Accrual

An employee accrues sick leave from the date of the hire into a regular, full-time position. Except as hereinafter modified, sick leave accrues at the rate of eight (8) hours per calendar month (3.6923 hours biweekly) of continuous service.

Accrual of sick leave terminates upon discharge, resignation, retirement, death, or layoff of the employee.

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of one-hundred twenty (120) sick days or nine hundred and sixty (960) hours, whichever is less.

Section 2 – Sick Leave Use

Sick leave is paid to the employee at the employee's base rate of pay, plus longevity and certification pay, based on the employee's regularly scheduled work hours.

Sick leave may not be used on an employee's regular day off. Sick leave may be used

for personal illness or injury, medical or dental appointments of the employee, medical appointments, medical quarantine, or isolation, supplemental to bereavement leave, or other similar situations. Sick leave may not be granted in excess of the employee's accrued sick leave.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical. It is the responsibility of the employee to inform the employee's department or division manager each day of absence chargeable to sick leave.

Holidays falling during a period of absence due to a medically related disability are paid as holiday paid time off and are not charged to the employee's sick leave accumulation.

An employee who incurs an injury or illness while employed by another employer or doing contract work for pay is not entitled to sick leave benefits.

If an employee misses three or more consecutive workdays because of illness, the City of Dubuque may require the employee to provide a healthcare provider's written permission to return to work.

The City reserves the right to require that an employee provide documentation or excuse from a healthcare provider for any sick leave use. Such documentation is at the employee's expense.

Except as required by state law or provided for in the "Retirement Sick Leave Pay-Out" provision, unused sick days are forfeited when an employee's employment ends for any other reason.

Section 3 -Maximum Sick Leave Accrual - Payout

If an employee has accumulated sick leave to the maximum amount, the employee will receive 50% of the sick leave that would have been accrued each pay period, but for having reached the maximum accrual amount, in payment at the employee's base rate of pay plus longevity.

Section 4 - Retirement Sick Leave Pay-Out

Employees will be paid 100% of accrued sick leave at retirement. Payment will be based on the employee's base rate of pay at retirement. Payment will be made bi-weekly over a five-year period unless the payout is $1350.40 or less, in which case it will be paid in a lump sum. In order for a retiring employee to be eligible for such payment, the retiring employee shall have completed twenty (20) years of continuous service in a full-time position or retired as a result of a disability and must be eligible for pension payments from the employee's respective pension system (Iowa Public Employees' Retirement System or the Municipal Fire and Police Retirement System of Iowa) immediately upon retirement. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee's death.

Section 5- Family Caregiving Leave

Family caregiving leave is available so that employees may provide care for and necessary attention to an ill or injured family member. Family caregiving leave was established to assist the employee with family-related responsibilities. Family caregiving leave is in addition to vacation leave that can also be used for the care and necessary attention of an ill or injured family member. Family caregiving leave is paid leave charged to an employee's accrued sick leave. Appropriate verification of the status of the ill or injured person may be requested. In the event that the employee does not have accrued sick leave, family caregiving leave is not available. However, the department is encouraged to permit the employee to use vacation or leave without pay to respond to family-related responsibilities. Immediate family members include the employee's spouse, children, parents, stepchildren, and stepparents.

ARTICLE 18

PARENTAL LEAVE

Section 1 - Eligibility

Eligible employees must meet the following criteria:
- Have been employed with the City of Dubuque for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time, regular employee. (Part-time, temporary, or seasonal employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:
- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Section 2 - Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive up to a maximum of twelve weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the up to twelve-weeks total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster-to-adopt care placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of the employee's base rate of weekly pay. Paid parental leave will be paid on a biweekly basis on

regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve-month time frame. In the event of a female employee who herself/themself has given birth; the twelve weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the twelve-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.

Upon termination of the individual's employment at the City, the employee will not be paid for any unused paid parental leave for which the employee was eligible.

Section 3 -Coordination with Other Policies

Paid parental leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA); thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster to adopt, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other City paid leave such as paid vacation leave or paid sick leave.

If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday paid leave; however, such holiday pay leave will not extend the total paid parental leave entitlement.

Section 4 -Requests for Paid Parental Leave

The employee will provide the employee's supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.

ARTICLE 19

VACATION

Section 1

Employees covered by this Agreement shall accrue vacation leave on the following basis:

(a) Employees who have completed less than eight (8) years of continuous service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.

(b) Employees who have completed eight (8) years of continuous service, and up to fifteen (15) years of continuous service shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.

(c) Employees who have completed fifteen (15) years of continuous service, and up to twenty-three (23) years of continuous service shall accrue vacation each year at the rate of 6.15 hours per pay period, for a total of one hundred sixty (160) hours.

(d) Employees who have completed twenty-three (23) or more years of continuous service shall accrue vacation each year at the rate of 7.70 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date in a qualifying, full-time position. The vacation anniversary dates shall be the same as the employee's seniority date in an a continuously employed qualifying, full-time position with the City.

No employee may accrue more than two hundred and sixty (260) hours of vacation leave.

Section 2

An employee shall receive vacation pay for each hour used at the employee's base rate, plus longevity and certification pay at the time vacation leave is used.

Section 3

Probationary employees shall not be granted vacation leave until the completion of four continuous months, unless authorized by the department manager/director or designee. Vacation leave may not be used until it has been earned and banked.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days, except as provided for under the Family and Medical Leave Act.

Section 4

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 5

Employees who have six (6) months or more continuous employment shall be paid their unused vacation accrual upon separation from the City. The accrued hours shall be paid at the employee's base rate of pay at the time of separation.

ARTICLE 20

PERSONAL LEAVE

A. Water Department and W&RRC Employees

1. Considerations

(a) Twenty-four (24) hours of personal leave with pay per fiscal year shall be allowed.

(b) Approving or disapproving the employee's requested personal leave shall be at the sole discretion of the employee's department manager or designee.

(c) The employee's request for a specific day or hours shall be given maximum consideration consistent with the conditions set forth below under 2 (Conditions), but final approval is subject to (b) above and denial of the employee's requested date is not a proper subject for a grievance.

(d) Exception to (c) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.

(e) The Union recognizes that approval or disapproval of a specific date or hours must consider the efficient level of service due to the general public.

2. Conditions

(a) Employees shall be compensated at their base rate plus longevity and certification pay for personal leave hours.

(b) A new employee must have completed at least four (4) full calendar months of their trial (probationary) period in order to be eligible for personal leave.

(c) Personal leave may be taken anytime during the year, subject to the provisions of (1b) above.

(d) Under no circumstances shall pay be requested or approved instead of the personal leave time off with pay.

(e) Once a date has been approved for an employee as the personal leave, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal leave is reserved by the department manager or the employee's representative when such extenuating circumstances exist.

B. All Other Employees

1. Considerations

(a) Sixteen (16) hours of personal leave with pay per fiscal year shall be allowed.

(b) Approving or disapproving the employee's requested personal leave shall be at the sole discretion of the employee's department manager or designee.

(c) The employee's request for a specific day or hours shall be given maximum consideration consistent with the conditions set forth below under 2. (Conditions) but final approval is subject to (1b) above and denial of the employee's requested date is not a proper subject for a grievance.

(d) Exception to (c) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.

(e) The Union recognizes that approval or disapproval of a specific day must consider the efficient level of service due to the general public.

2. Conditions

(a) Employees shall be compensated at their base rate plus longevity and certification pay for personal leave hours.

(b) A new employee must have completed at least four (4) full calendar months of an employee's trial (probationary) period in order to be eligible for personal leave.

(c) Personal leave may be taken anytime during the fiscal year, subject

to the provisions of (1b) above.

(d) Under no circumstances shall pay be requested or approved instead of the personal leave time off with pay.

(e) Once a date has been approved for an employee as personal leave, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal leave is reserved by the department manager or the employee's representative when such extenuating circumstances exist.

ARTICLE 21

WORKWEEK AND WORKDAY

Section 1 Workweek for Pay and Overtime Purposes

The workweek for the purpose of computing pay and overtime shall be from 00:00:00 (12:00:00 a.m.) on Sunday through 23:59:59 (11:59:59 p.m.) on Saturday.

Section 2 Schedules and Shifts

A. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

B. Water Distribution Crew

The regular workweek for the Water Distribution Crew shall be Monday through Friday and the regular workday shall be 7:00 a.m. to 3:30 p.m.

C. Eagle Point Water Plant

The regular workday for Eagle Point Plant assigned employees shall start at 7:00 a.m.

D. Water and Resource Recovery Center

The commencement of the workday and the number of shifts in a workday for employees in the classification of Pant Operator (certified and/or non-certified) and Lead W&RRC may vary. Days in the workweek and the number of shifts in a workday shall be established by the W&RRC Department.

E. The City shall provide fourteen (14) calendar days written notice to the affected employees prior to making permanent changes in work schedules. Written notice of the permanent changes in work schedules may be provided by electronic communication. The fourteen (14) calendar

day notice will start on the date of the electronic message transmission.

ARTICLE 22

SHIFT PREMIUM PAY

Except as herein provided, the following shall represent the shift premium rates for shift employees. Shift employees are those who are scheduled in departments that operate seven days a week.

Emergency Communications Department, Water Department, and W&RRC employees who work between 3pm to 11pm receive $.10 per hour on their base rate of pay. Employees who work between 11pm and 7am shall receive $.20 per hour on their base rate of pay.

Shift premium payment shall not apply when a shift employee is receiving overtime payment or any other type of premium payment. Shift premium payment applies only to actual hours worked within the defined shift premium time frames, regardless of when an employee may be regularly assigned.

ARTICLE 23

OVERTIME PAY/COMPENSATORY TIME

Section 1 Overtime

One and one-half (1-1/2) times the regular rate of pay shall be paid to employees who work in excess of their scheduled shift and schedule as defined in Article 21, Workweek and Workday, or have actual hours worked over forty hours in a workweek. When overtime is required, it must be approved by the employee's supervisor.

Section 2 Compensatory Time

Employees who are eligible to receive overtime may request time off in order to compensate for and instead of overtime payment. Employees may accrue no more than forty-eight (48) hours of compensatory time. Compensatory time instead of overtime is granted at the sole discretion of the employee's supervisor and Department Manager/Director.

Section 3 No Pyramiding of Pay

Compensation shall not be paid more than once for the same hours of work under any provision of this Article or this Agreement.

ARTICLE 24

HOLIDAY PAID LEAVE/HOLIDAY PAY

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

New Year's Day	January First
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June Nineteenth
Independence Day	July Fourth
Labor Day	First Monday in September
Veterans Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day	December Twenty-Fourth
Christmas Day	December Twenty-Fifth
New Year's Eve Day	December Thirty-First

Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report or if absent from work the last scheduled workday preceding and/or the first scheduled workday following the holiday, unless excused by the City for the following reasons:

- Job incurred injury.
- Funeral leave.
- Subpoena as a witness.
- Illness or injury of less than two (2) months duration with proper doctor's documentation.
- Excused absence approved in writing by and at the sole discretion of the department manager.

Section 3

For non-shift employees, when the holiday falls on Sunday, the following day shall be declared a holiday for the employee. When the holiday falls on Saturday, the preceding day shall be declared a holiday for the employee.

For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.

Section 4

Full-time employees eligible for holiday paid leave shall be entitled to eight (8) hours' pay at their base rate plus longevity and certification pay for each of the named holiday hours that they do not work and for which they take holiday paid leave.

Employees in the classification of Public Safety Dispatcher who are eligible for holiday paid leave shall be paid their regularly scheduled shift hours up to twelve hours at their regular rate of pay plus longevity for each holiday that they do not work on the holiday and take paid holiday leave. For employees in the classification Public Safety Dispatcher the holiday shall commence at midnight the day of the holiday and end at midnight the day of the holiday.

Section 5 Holiday Pay

Eligible employees shall receive two and one half (2 ½) times their base rate plus longevity and certification pay for all hours worked on a holiday and shall forfeit Holiday Paid Leave for any Holiday Paid Leave eligible hours worked.

Employees in the classification of Inspector I shall not be entitled to any premium pay as provided in this Article or Agreement, except for callback pay.

ARTICLE 25

LONGEVITY

Section 1

Longevity pay shall mean a percentage of salary based on the length of continuous service paid each payday to employees in addition to their base rate of pay.

Section 2

Regular employees performing satisfactorily for a continuous period of six (6) years shall be advanced in pay on the anniversary date of hire by one percent (1%) of their base rate of pay. After twelve (12) years of continuous service employees shall be advanced in pay by two percent (2%) of their base rate of pay. After eighteen (18) years of continuous service employees shall be advanced in pay by three percent (3%) of their base rate of pay. After twenty-four (24) years of continuous service employees shall be advanced in pay by four percent (4%) of their base rate of pay. After thirty (30) years of continuous service employees shall be advanced in pay by five percent (5%) of their base rate of pay.

Section 3

Continuous service shall mean service with the City uninterrupted by resignation or discharge or a personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months, except as otherwise provided for by the FMLA.

ARTICLE 26

CLEANING UP TIME

Time shall be allowed, if necessary.

ARTICLE 27

ADEQUATE WASH FACILITIES

Adequate washing facilities, including showers, shall be provided for Water Department and W&RRC employees. No employee shall be allowed to shower during working hours unless permission is granted by the supervisor.

ARTICLE 28

FLEX WORK ARRANGEMENTS

Section 1 General Concept

The parties support the general concept of flexible work arrangements. Flexible work arrangements refer to flex scheduling, compressed work week, and telecommuting. Formal flexible work arrangements as described in this Article do not replace incidental temporary adjustments of an employee's schedule that, on occasion, arise in the workplace.

Flexible work arrangements are not appropriate for all positions, or in all departments, or division settings. A flexible work arrangement is not a right of employment. It is established at the discretion of the employing department head and may be subject to change at the discretion of the department head, subject to the notice requirements provided below. A flexible work arrangement does not serve as a precedent for a future arrangement within a department.

Section 2 Definition of Flex Scheduling

Flex Scheduling is defined as practices defined as follows:

A. Individualized start and end times that remain constant each workday.

B. Individualized start and end times that vary daily, however, the same number of hours are worked every day;

C. Individualized start and end times with varied daily hours but consistency in the total number of hours worked every week;

D. Mandatory core-time with individualized start and end times with varied daily hours but consistency in the total number of hours worked every week; or

E. Extended meal periods offset by additional hours at the beginning and/or end of the day or shift.

Flex Scheduling shall not reduce the number of hours worked in a given week by an employee.

Section 3 Definition of Compressed Work Week

Compressed work week is defined as practices including the following: a full work week that is condensed into fewer than five days.

Employees working a compressed work week shall be entitled to overtime payment for hours worked in excess of their compressed shift and schedule or forty (40) hours in a workweek.

Employees working a compressed work week may not alter their schedules to "bank" overtime hours worked in one work week for use as time off in a future work week (e.g. a flexible work arrangement that provides for a non-exempt staff person to be scheduled 45 hours the first week of a pay period and 35 hours the second work week of a pay period is not permissible).

Section 4 Definition of Telecommuting

Telecommuting is defined as the practice of fulfilling a portion of the employee's work/job responsibilities at an alternative work location at a minimum of eight hours weekly on a regular basis.

Section 5 Process and Requirements for Establishing Flexible Work Arrangements

An employee follows City and department guidelines to request a flexible work arrangement.

The denial of a request for a flexible work arrangement cannot be grieved.

Section 6 Ongoing Flexible Work Arrangements

Flexible work arrangements are evaluated and modified as appropriate on a regular schedule. Flexible work arrangements may be discontinued by either party with a twenty-eight-calendar day notice unless an immediate and unanticipated operational need supports the suspension of the flexible work arrangement by the employer.

ARTICLE 29

GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of the equitable and prompt adjustment of problems or grievances of the employees. These shall be settled orally whenever possible between the supervisor and the employee of the department where the problem or grievance originates within five (5) working days of the date the alleged grievance occurred. The employee may request the presence of a steward at this oral discussion. In no circumstance will a grievance be considered timely filed, if the grievance process is not initiated within five (5) working days of the date of the alleged aggrieved incident occurred.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving employee and the supervisor.

Step 1

Grievances not settled within five (5) working days after discussion with the supervisor may be reduced to writing and presented to the department manager/head.

The nature of the complaint shall be clearly stated so that the department manager shall have a fair opportunity to review and investigate the issue and settle the matter to the satisfaction of all parties concerned. The department manager shall respond in writing within five (5) working days after receipt of the grievance. If a meeting is held with the department manager/head, the aggrieved employee may be accompanied by the steward from the employee's section.

Step 2

If the department manager's/head's written answer is not satisfactory the grievance may, within three (3) working days, be appealed to the City Manager and within thirty (30) working days after receipt of this appeal, be considered in a meeting between representatives selected by the City and Union. The Union agent may be

accompanied by no more than two (2) Union representatives. The City Manager shall give a written answer within fifteen (15) working days after this meeting. If the City does not respond by the timeframe indicated it shall be considered a denial of the grievance.

Step 3

If the grievance is not settled in Step 2, within twenty (20) working days after receiving the City's written answer or within twenty(20) working days after the fifteen (15) working days after the meeting in Step 2 and no written answer has been received and there has been no notice of time extension, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Union and the City as soon as practicable after receipt of request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) working days after the receipt of the request for arbitration, the Federal Mediation and Conciliation Service or alternate arbitration list shall be requested to furnish a list of seven (7) arbitrators or an alternate arbitration list can be furnished as agreed upon by both parties. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking arbitration only with approval of the employee organization, and in the case of an employee, only with approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Union representatives, when carrying out procedures in Step 1 and Step 2 in the grievance procedures, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of their base rate pay plus longevity, not including overtime pay. The City shall not be responsible for paying Union employees involved in any matters relating to arbitration, Civil Service or Prohibited Practice Complaint proceedings.

The time specified for each step in the grievance procedure may be extended by mutual agreement.

ARTICLE 30

ABSENT WITHOUT LEAVE

If an employee is absent from work without proper authorization for part or all of a workday, such absence shall be without pay and shall be grounds for disciplinary action. Absence without authorization for a period of two (2) consecutive workdays shall be regarded as a resignation.

ARTICLE 31

WAGES

The following wage percentage increases shall represent the base rate of pay across the board or steps for positions covered by this Agreement:

Effective the start of the first full pay period in July, base wage rate, across the board, for each classification shall increase as follows:

July 1, 2024 – 3.25% per hour increase
July 1, 2025 – 3.50% per hour increase
July 1, 2026 – 3.25% per hour increase
July 1, 2027 – Wage Opener
July 1, 2028 – Wage Opener

The specific wage rates for each classification and position are contained in Appendix A to this Agreement.

Generally, the minimum step in the wage range established for a position shall be applicable upon appointment to a position in the bargaining unit.

Upon promotion an employee shall be placed in the first step of the wage range established for that position, except in cases where the increase to the first step would be less than a one (1) step increase. Under such circumstances the promoted employee shall be placed in such a step in the new wage range that would provide at least a one (1) step increase.

If the employee is promoted or appointed to a position in the bargaining unit and placed in the lowest step in the classification the employee's performance shall be reviewed after six (6) months and, if satisfactory, shall be advanced to the next step in the classification. If the employee is promoted or appointed to a position in the bargaining unit and placed in a step other than the starting step in the classification the employee's performance shall be reviewed after twelve (12) months and, if satisfactory, shall be advanced to the next step and yearly thereafter until the employee reaches Step "F". Part time employees shall be subject to the terms of this Article except that the length of service requirements for performance advancements shall be two (2) times the length of service requirements set forth in this Article.

ARTICLE 32

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION AND NEGOTIATIONS

Except as herein provided, this Agreement shall be effective as of the first (1st) day of July 2024, and shall remain in full force and effect through the thirtieth (30th) day of June, 2029. Negotiations for a succeeding agreement to become effective starting on July 1, 2029, shall begin after August 1, 2028, but not later than December 15, 2028.

Signed this 3rd day of June, 2024.

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO LOCAL #234

Brian Vaske, Business Representative

Rob Blake, Union Representative

Larry Hoppman, Union Representative

Jason Copple, Business Manager

CITY OF DUBUQUE, IOWA

Mayor Brad Cavanagh

Shelley M. Stickfort, CHRO

Ryan Knuckey, Transportation Svcs, Dir.

Jennifer Larson, Chief Financial Officer

Christopher Lester, Water Depart Director

Deron Muehring, W&RRC Director

Gus Psihoyos, City Engineer

Jessica George-Rethwiche, Emrg. Comm. Dir.

Alexis Steger, Housing & Community Dev. Dir.

ATTEST:

Adrienne Breitfelder, City Clerk

APPENDIX A

Wage Plans

The Wage Plans on the following three (3) pages represent the base rate of pay for positions covered by this Agreement

Wage Plan effective the first full pay period after July 1, 2024

INTERNATIONAL UNION OPERATING ENGINEERS, LOCAL #234
HOURLY WAGE PLAN
EFFECTIVE THE FIRST FULL PAY PERIOD IN JULY 2024 THROUGH THE LAST PAY PEROD STARTING IN JUNE 2025

1.0325

POSITION CLASSIFICATION	SALARY GRADE	RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Parking Enforcement Officer	OE-03	OE-03	Hourly	$ 20.54	$ 20.94	$ 21.29	$ 21.89	$ 22.46	$ 23.47
Clerk	OE-04	OE-04	Hourly	$ 20.94	$ 21.29	$ 21.89	$ 22.46	$ 23.47	$ 24.10
Cashier	OE-05	OE-05	Hourly	$ 21.29	$ 21.89	$ 22.46	$ 23.47	$ 24.10	$ 24.61
Account Clerk I	OE-06	OE-06	Hourly	$ 23.47	$ 24.10	$ 24.61	$ 25.10	$ 25.84	$ 26.43
Senior Cashier									
Custodian I									
Custodian II	OE-07	OE-07	Hourly	$ 25.77	$ 26.28	$ 26.92	$ 27.51	$ 28.21	$ 28.79
Assistant Plant Operator	OE-09	OE-09	Hourly	$ 26.83	$ 27.45	$ 28.13	$ 28.79	$ 29.34	$ 29.99
Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repair Worker I				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Equipment Operator	OE-10	OE-10	Hourly	$ 27.51	$ 28.21	$ 28.91	$ 29.61	$ 30.28	$ 30.93
Plant Operator (N/C)	OE-11	OE-11	Hourly	$ 27.73	$ 28.34	$ 29.02	$ 29.74	$ 30.42	$ 31.22
Laboratory Technician I	OE-13	OE-13	Hourly	$ 28.45	$ 29.12	$ 29.77	$ 30.56	$ 31.30	$ 32.27
Equipment Mechanic	OE-14	OE-14	Hourly	$ 29.26	$ 29.99	$ 30.71	$ 31.33	$ 32.32	$ 33.11
Maintenance Electrician				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repairworker II				$ -	$ -	$ -	$ -	$ -	$ -
Public Safety Dispatcher	OE-15	OE-15	Hourly	$ 27.09	$ 27.71	$ 28.39	$ 29.05	$ 29.62	$ 30.28
Industrial Electronics Technician	OE-16	OE-16	Hourly	$ 30.01	$ 30.84	$ 31.57	$ 32.39	$ 33.22	$ 34.18
Plant Mechanic				$ -	$ -	$ -	$ -	$ -	$ -
Inspector I	OE-17	OE-17	Hourly	$ 31.85	$ 32.79	$ 33.94	$ 34.76	$ 36.74	$ 38.01
Industrial Electrical Technician	OE-18	OE-18	Hourly	$ 33.81	$ 34.99	$ 36.20	$ 37.47	$ 38.78	$ 39.73
Lead Water & Resource Recovery Center Operator	OE-19	OE-19	Hourly	$ 35.33	$ 36.57	$ 37.82	$ 39.15	$ 40.53	$ 41.53
Lead Distribution Maintenance Worker									

Wage Plan effective the first full pay period after July 1, 2025

INTERNATIONAL UNION OPERATING ENGINEERS, LOCAL #234
HOURLY WAGE PLAN
EFFECTIVE THE FIRST FULL PAY PERIOD IN JULY 2025 THROUGH THE LAST PAY PEROD STARTING IN JUNE 2026

POSITION CLASSIFICATION	SALARY GRADE	RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
								1.0350	
Parking Enforcement Officer	OE-03	OE-03	Hourly	$ 21.26	$ 21.67	$ 22.04	$ 22.66	$ 23.24	$ 24.29
Clerk	OE-04	OE-04	Hourly	$ 21.67	$ 22.04	$ 22.66	$ 23.24	$ 24.29	$ 24.94
Cashier	OE-05	OE-05	Hourly	$ 22.04	$ 22.66	$ 23.24	$ 24.29	$ 24.94	$ 25.48
Account Clerk I	OE-06	OE-06	Hourly	$ 24.29	$ 24.94	$ 25.48	$ 25.98	$ 26.75	$ 27.36
Senior Cashier				$ -	$ -	$ -	$ -	$ -	$ -
Custodian I				$ -	$ -	$ -	$ -	$ -	$ -
Custodian II	OE-07	OE-07	Hourly	$ 26.67	$ 27.20	$ 27.86	$ 28.47	$ 29.20	$ 29.79
Assistant Plant Operator	OE-09	OE-09	Hourly	$ 27.77	$ 28.42	$ 29.11	$ 29.79	$ 30.37	$ 31.04
Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repair Worker I				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Equipment Operator	OE-10	OE-10	Hourly	$ 28.47	$ 29.20	$ 29.92	$ 30.65	$ 31.34	$ 32.02
Plant Operator (N/C)	OE-11	OE-11	Hourly	$ 28.70	$ 29.33	$ 30.04	$ 30.78	$ 31.48	$ 32.32
Laboratory Technician I	OE-13	OE-13	Hourly	$ 29.44	$ 30.14	$ 30.81	$ 31.63	$ 32.39	$ 33.39
Equipment Mechanic	OE-14	OE-14	Hourly	$ 30.29	$ 31.04	$ 31.78	$ 32.42	$ 33.45	$ 34.27
Maintenance Electrician				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repairworker II				$ -	$ -	$ -	$ -	$ -	$ -
Public Safety Dispatcher	OE-15	OE-15	Hourly	$ 28.04	$ 28.68	$ 29.39	$ 30.07	$ 30.66	$ 31.34
Industrial Electronics Technician	OE-16	OE-16	Hourly	$ 31.07	$ 31.92	$ 32.68	$ 33.52	$ 34.38	$ 35.37
Plant Mechanic				$ -	$ -	$ -	$ -	$ -	$ -
Inspector I	OE-17	OE-17	Hourly	$ 32.97	$ 33.94	$ 35.13	$ 35.98	$ 38.02	$ 39.34
Industrial Electrical Technician	OE-18	OE-18	Hourly	$ 35.00	$ 36.22	$ 37.47	$ 38.78	$ 40.14	$ 41.12
Lead Water & Resource Recovery Center Operator	OE-19	OE-19	Hourly	$ 36.57	$ 37.85	$ 39.14	$ 40.52	$ 41.94	$ 42.98
Lead Distribution Maintenance Worker									

Wage Plan effective the first full pay period after July 1, 2026

INTERNATIONAL UNION OPERATING ENGINEERS, LOCAL #234
HOURLY WAGE PLAN
EFFECTIVE THE FIRST FULL PAY PERIOD IN JULY 2026 THROUGH THE LAST PAY PEROD STARTING IN JUNE 2027

1.0325

POSITION CLASSIFICATION	SALARY GRADE	RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Parking Enforcement Officer	OE-03	OE-03	Hourly	$ 21.95	$ 22.38	$ 22.75	$ 23.39	$ 24.00	$ 25.08
Clerk	OE-04	OE-04	Hourly	$ 22.38	$ 22.75	$ 23.39	$ 24.00	$ 25.08	$ 25.75
Cashier	OE-05	OE-05	Hourly	$ 22.75	$ 23.39	$ 24.00	$ 25.08	$ 25.75	$ 26.30
Account Clerk I	OE-06	OE-06	Hourly	$ 25.08	$ 25.75	$ 26.30	$ 26.82	$ 27.62	$ 28.25
Senior Cashier				$ -	$ -	$ -	$ -	$ -	$ -
Custodian I				$ -	$ -	$ -	$ -	$ -	$ -
Custodian II	OE-07	OE-07	Hourly	$ 27.54	$ 28.08	$ 28.76	$ 29.39	$ 30.14	$ 30.76
Assistant Plant Operator	OE-09	OE-09	Hourly	$ 28.68	$ 29.34	$ 30.06	$ 30.76	$ 31.36	$ 32.05
Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Maintenance Worker				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repair Worker I				$ -	$ -	$ -	$ -	$ -	$ -
Water Distribution Equipment Operator	OE-10	OE-10	Hourly	$ 29.39	$ 30.14	$ 30.89	$ 31.64	$ 32.36	$ 33.06
Plant Operator (N/C)	OE-11	OE-11	Hourly	$ 29.64	$ 30.29	$ 31.02	$ 31.78	$ 32.51	$ 33.37
Laboratory Technician I	OE-13	OE-13	Hourly	$ 30.40	$ 31.11	$ 31.81	$ 32.66	$ 33.44	$ 34.48
Equipment Mechanic	OE-14	OE-14	Hourly	$ 31.27	$ 32.05	$ 32.81	$ 33.48	$ 34.54	$ 35.39
Maintenance Electrician				$ -	$ -	$ -	$ -	$ -	$ -
Water Meter Repairworker II				$ -	$ -	$ -	$ -	$ -	$ -
Public Safety Dispatcher	OE-15	OE-15	Hourly	$ 28.95	$ 29.61	$ 30.34	$ 31.05	$ 31.66	$ 32.36
Industrial Electronics Technician	OE-16	OE-16	Hourly	$ 32.07	$ 32.96	$ 33.74	$ 34.61	$ 35.50	$ 36.52
Plant Mechanic				$ -	$ -	$ -	$ -	$ -	$ -
Inspector I	OE-17	OE-17	Hourly	$ 34.04	$ 35.04	$ 36.27	$ 37.15	$ 39.26	$ 40.61
Industrial Electrical Technician	OE-18	OE-18	Hourly	$ 36.14	$ 37.39	$ 38.68	$ 40.04	$ 41.44	$ 42.46
Lead Water & Resource Recovery Center Operator	OE-19	OE-19	Hourly	$ 37.76	$ 39.08	$ 40.42	$ 41.84	$ 43.31	$ 44.38
Lead Distribution Maintenance Worker									

APPENDIX B

Training Pay

If the City requires and approves employees to undergo training for the employees' position, the City shall compensate employees at a minimum at their base rate for the hours required to undergo the training and as consistent and compliant with 29 CFR § 785.35-785.41 Fair Labor Standards Act and Travel/Training Time.

Each department shall develop a Department Policy if the compensation provided is above the minimum described above. Prior to making any changes to the Departmental Policy, the Department Manager or designee shall provide two (2) weeks' advanced notice to affected employees.

Standby Pay

The City shall provide standby pay that provides compensation that is, at a minimum, the employee's base rate for the number of hours specified in Department Policies for employees required to be on standby.

Callback Pay

Any employee, employed within the Water Department and Water and Resource Recovery department, who has left the premises after the employee's regular shift and is called back to work shall be compensated at one and one-half (1 1/2) times the employee's base rate of pay.

Tank Climbing Pay

Employees climbing tanks or doing maintenance inside tanks shall be paid a minimum of $15.00 for a minimum of four (4) hours spent tank climbing or doing maintenance inside tanks for a maximum of $30.00 per day in addition to their base rate of pay.

Safety Eyewear

The City shall provide safety eyewear for all employees who are required to wear safety eyewear, which may include providing safety glasses worn over prescription eyewear or lenses.

Certification Pay

Water Department and Water and Resource Recovery Center Department employees instead of being level or classified on the Wage Plan based on Grade or Certification will be provided Certification Pay as follows:

Plant Operators shall be classified on the Wage Plan as OE-11. A Plant Operator, who obtains and maintains an Iowa DNR Grade 2 Water or Waste Water Treatment certification shall receive an additional 1.50% above their base rate of pay. Upon obtaining and maintaining an Iowa DNR Grade 3 Water or Waste Water Treatment certification shall receive an additional 3.00% (for a total of 4.5%) above their base rate of pay. Upon obtaining and maintaining an Iowa DNR Grade 4 Water or Waste Water Treatment certification shall receive an additional 5.5% (for a total of 10%) above their base rate of pay. This provisional pay shall not apply for certifications not applicable or required, as determined by and at the discretion of the Department director, within the department in which the employee is currently employed.

Employees who receive the incentive that are promoted into a position that requires the certification, (i.e. W&RRC Lead Operator requires possession of a Grade 4 DNR certification), are no longer eligible to receive this additional incentive pay, as those position titles are leveled and compensated as part of the salary for that position.

END

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 8.

ITEM TITLE:	Request for City Council Ratification of the Second Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 CBA (Specifically, FLSA OT at 204 Hours, a five (5) year CBA Duration, Wage Re-opener in Years 4 and 5 of the CBA)
SUMMARY:	City Manager recommending City Council ratify the Second Amendment to the July 1, 2024 DPFA (Fire) CBA.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 1-12-26 Memo to MVM to Request Execution of Second Amendment for DPFA (Fire) 7-1-2024 CBA
3. DPFA (Fire) Second Amendment (2026 Amendment 2) 1-9-2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of the Second Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 CBA (Specifically, FLSA OT at 204 Hours, a five (5) year CBA Duration, Wage Re-opener in Years 4 and 5 of the CBA)

DATE: January 12, 2026

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratify the Second Amendment to the July 1, 2024 DPFA (Fire) CBA.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, CFO
Brian DeMoss, Finance Manager
Amy Scheller, Fire Chief
Jason Lehman, Assistant City Attorney

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: January 12, 2026

RE: Request for City Council Ratification of the Second Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 CBA (Specifically, FLSA OT at 204 Hours, a five (5) year CBA Duration, Wage Re-opener in Years 4 and 5 of the CBA)

This Second Amendment:

1. Amends **Section 6.1** to **r**evise the FLSA hours worked from 212 to **204** before FLSA overtime kicks in**.** This is merely an oversight in the CBA language, and the 204 number of hours worked has been the standard pay practice for the duration of the contract. This cleans up that section to ensure language is consistent with practice and the parties' intent.
2. Revises **Agreement Cover Page**, **Article 12 Duration and Negotiations**, and the **Appendices in A** to reflect the parties' intent for a five (5) year contract (July 1, 2024 through June 30, 2029) with re-openers in years four and five of the CBA only as to the Wages/OT Article 5 and Supplemental Pay Article 6. This language is consistent with the parties' intent when the contract was negotiated.

The Union ratified this Second Amendment on January 9, 2025.

I respectfully request your support for the recommendation that the Dubuque City Council votes to ratify, and therefore fully execute, this Second Amendment to the July 1, 2024 DPFA (Fire) CBA.

Attachments: Partially executed Second Amendment
City of Dubuque DPFA (Fire) July 1, 2024 CBA

cc: Jenny Larson, CFO
Brian DeMoss, Finance Manager
Amy Scheller, Fire Chief
Jason Lehman, Assistant City Attorney

SECOND AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 25
July 1, 2024 – June 30, 2027

This Second Amendment to Agreement, dated for reference purposes the 10th day of December, 2025, is made and entered into between the Dubuque Professional Firefighters' Association ("Union" or "DPFA") and the City of Dubuque, a municipal corporation ("City").

The parties agree as follows:

Section 1. Effective upon ratification, at Article 6 **SUPPLEMENTAL PAY,** the first paragraph of Section 6.1 of the Agreement is amended to reflect the correct hours for a 27-day "work period" to comply with the Fair Labor Standards Act "fire protection employees" "work period" basis as it pertains to overtime pay requirements.

Section 6.1 – Fair Labor Standards Act (FLSA) Overtime and Compensatory Time

The definition of compensable hours of work shall be the definition contained in the Fair Labor Standards Act. Effective December 1, 2024, an employee shall have the option of receiving compensatory time in lieu of overtime pay for all hours worked in excess of **204** hours in a 27-day work period. Employees shall declare their intention to receive compensatory time in lieu of pay by December 1st each year for the following calendar year. Employees shall not be allowed to change their decision to receive either pay or compensatory time until December 1st of the following year for compensation in the following year. Employees who select compensatory time will be credited with compensatory time up to the maximum accrual amount allowed by law; all time over such maximum accrual amount will be paid as overtime. (**Bold** emphasis added to reflect the section 6.1 change from 212 hours to 204 hours)

Section 2. Both the Union and the City have identified the need to update the dates on the Agreement cover page, Article 12- **Duration and Negotiations**, and the **Appendices in A** to reflect the intent of the parties' negotiations to have a five-year contract for the period from July 1, 2024 through June 30, 2029 and with a re-opener for years four and five regarding Article 5-Wages/Overtime and Article 6-Supplemental Pay of the Agreement and for such other items upon which the parties may mutually agree.

Cover Page of the Agreement with regard to the Agreement date:

July 1, 2024, through June 30, **2029** (**Bold** emphasis added to reflect the change from 2027 to 2029)

Effective upon ratification, Article 17- Duration and Negotiations:

The Agreement shall be effective as of the first (1st) day of July 2024 and shall remain in full force and effect through the thirtieth (30th) day of June **2029. Negotiations regarding Article 5 and 6 to become effective the first date of the first full pay period after July 1, 2027, and for such other items upon which the parties may mutually agree, shall begin after August 15, 2026, but no later than December 15, 2026. Negotiations regarding Article 5 and 6 to become effective the first date of the first full pay period after July 1, 2028, and for such other items upon which the parties may mutually agree, shall begin after August 15, 2027, but no later than December 15, 2027.**

Negotiations for a succeeding agreement to become effective July 1, 2029, shall begin after August 15, 2028, but no later than December 15, 2028. (**Bold** emphasis added to reflect the change in duration and wage re-opener years).

Section 3. Added Appendix A.4:

APPENDIX A.4

Wage Plan that becomes effective the first date of the first full pay period after July 1, 2027 - Wage Re-Opener
Wage Plan that becomes effective the first date of the first full pay period after July 1, 2028 - Wage Re-Opener

Section 4. Each person signing this Second Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this Second Amendment on behalf of such party and that this Second Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 5. This Second Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understanding that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

DUBUQUE PROFESSIONAL FIREFIGHTERS' ASSOCIATION

By: _____
William Sullivan President

ATTEST: _____
Adrienne Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 9.

ITEM TITLE:	Acceptance of Grants of Permanent Easement for Storm Sewer Utility across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham
SUMMARY:	City Manager recommending City Council adopt a resolution accepting the grants of easement for storm sewer utility from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham for a proposed storm sewer extension project across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa. **RESOLUTION** Accepting A Grants Of Permanent Easement For Storm Sewer Utility Through, Under And Across Parts Of Lots 11 And 12 In Block 3 In Birch Acres, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 memo accept grant storm eases tanglewood
3. 2 res accept storm eases tanglewood
4. 3 breitbach easement tanglewood signed
5. 4 graham easeement tanglewood signed
6. 5 tanglewood cc area map

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Grants of Permanent Easement for Storm Sewer Utility across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham

DATE: January 12, 2026

City Engineer Gus Psihoyos is recommending City Council adopt a resolution accepting the grants of easement for storm sewer utility from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham for a proposed storm sewer extension project across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa.

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, Civil Engineer III, PE/PLS

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Grants of Permanent Easement for Storm Sewer Utility across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham

DATE: January 12, 2026

INTRODUCTION

The purpose of this memorandum is to seek acceptance of grants of easement for storm sewer utility from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham for a proposed storm sewer extension project across parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa.

DISCUSSION

The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires outfall reconstruction and stabilization. This project will include the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas. The storm sewer extension project will be coordinated with the property owners.

The City of Dubuque will own and maintain the newly constructed storm sewer extension and appurtenances over the private properties. A grant of easement from each of the property owners is being sought to allow for the construction and ongoing maintenance of the utility extension. The attached grants of easement show the location of the storm sewer easement across the respective private properties. The property owners have executed the attached grants of easement.

RECOMMENDATION

I recommend accepting the Grants of Permanent Easement for Storm Sewer Utility through, under and parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa, as shown on the attached exhibits included in the grants of easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the Grants of Permanent Easement for Storm Sewer Utility from James F. Breitbach and Kelly K. Breitbach, and from Benjamin T. Graham and Cindy J. Graham, through the adoption of the enclosed resolution.

Prepared by Nate Kieffer - CE III, PE/PLS

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

RESOLUTION NO. -26

ACCEPTING A GRANTS OF PERMANENT EASEMENT FOR STORM SEWER UTILITY THROUGH, UNDER AND ACROSS PARTS OF LOTS 11 AND 12 IN BLOCK 3 IN BIRCH ACRES, IN THE CITY OF DUBUQUE, IOWA

Whereas, James F. Breitbach and Kelly K. Breitbach have executed a Grant of Permanent Easement for Storm Sewer Utility through, under and across Part of Lot 11 in Block 3 in Birch Acres, in the City of Dubuque, Iowa; and

Whereas, Benjamin T. Graham and Cindy J. Graham have executed a Grant of Permanent Easement for Storm Sewer Utility through, under and across Part of Lot 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grants of Permanent Easement for Storm Sewer Utility through, under and across Parts of Lots 11 and 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa from James F. Breitbach and Kelly K. Breitbach, and Benjamin T. Graham and Cindy J. Graham, respectively, copies of which are attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 20th day of January, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF PERMANENT EASEMENT FOR STORM SEWER UTILITY

For and in consideration of the Five Thousand Seven Hundred Ten and 19/100 dollars ($5,710.19) and other good and valuable consideration, the receipt whereof is hereby acknowledged, James F. Breitbach and Kelly K. Breitbach ("Grantor"), of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

> Part of Lot 11 in Block 3 in Birch Acres, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining storm sewer utilities and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right to enter upon said property over the temporary construction easement areas as shown on the attached Exhibit A during the period of construction until the project is accepted by City Council.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said water main and appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or

excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said storm sewer utilities thereon or therein.

Dated at Dubuque, Iowa this 18 day of December, 2025

By: James F. Breitbach
James F. Breitbach

By: Kelly K Breitbach
Kelly K. Breitbach

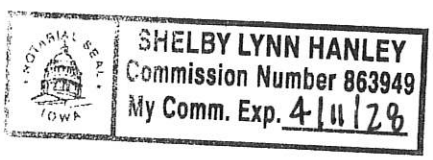
NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 18 day of December, A.D., 2025 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared James F. Breitbach and Kelly K. Breitbach, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Shelby Hanley
Notary Public In and For Said State

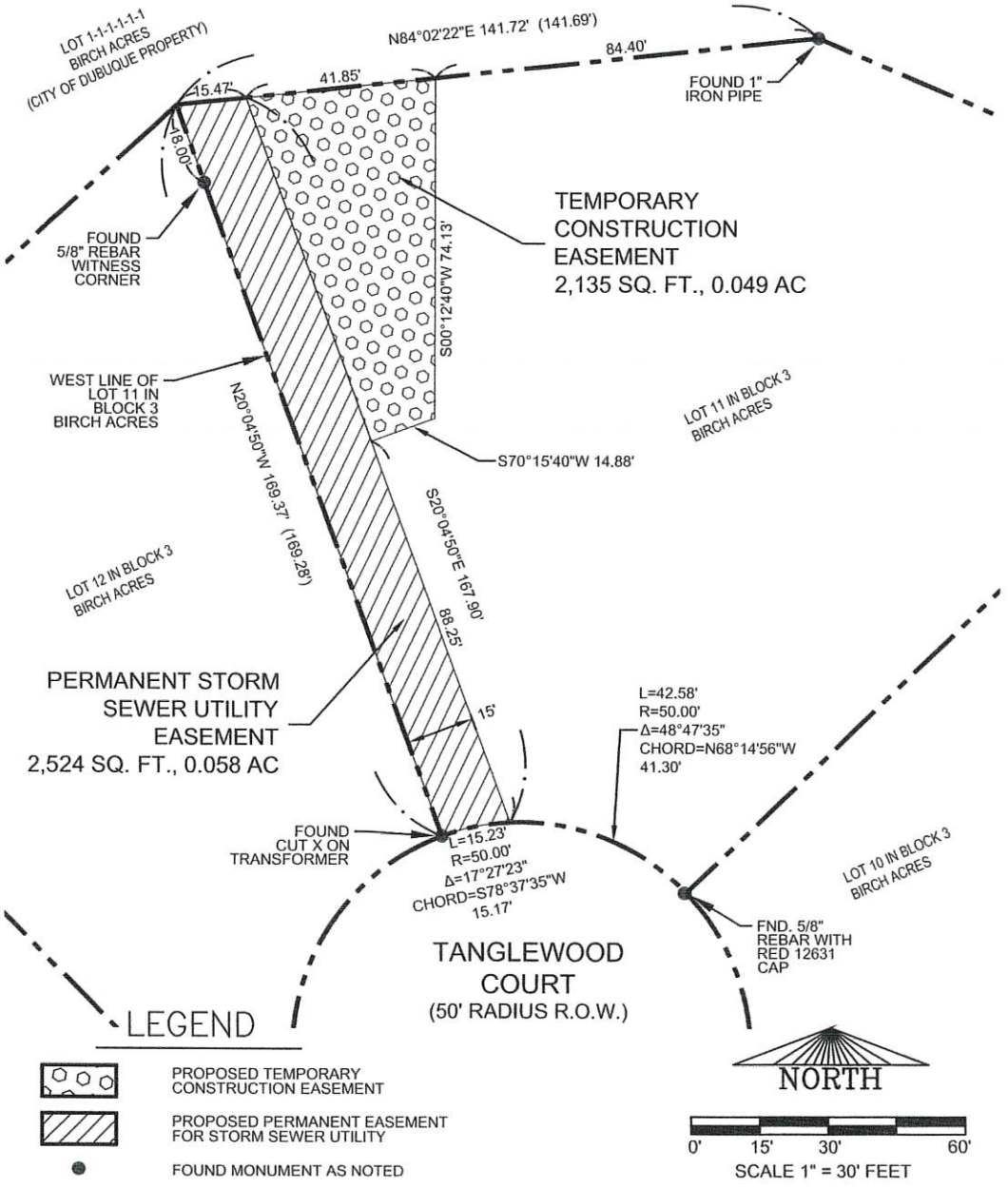


Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Ph:563-589-4270

CITY OF DUBUQUE

EXHIBIT A - PERMANENT STORM SEWER UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

COUNTY DUBUQUE PARCEL NO. 1035332010 JOB NO. _____
PROJECT TANGLEWOOD STORM REPAIR SECTION 35 TWP 89N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 11 IN BLOCK 3 BIRCH ACRES
OWNER JAMES F. AND KELLY K. BREITBACH



LEGEND

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PERMANENT EASEMENT FOR STORM SEWER UTILITY
- FOUND MONUMENT AS NOTED
- R.O.W. — RIGHT OF WAY
- (100.00') — RECORD DIMENSION
- PROPERTY LINE / R.O.W. LINE

NORTH

0' 15' 30' 60'
SCALE 1" = 30' FEET

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: JAMES F. AND KELLY K. BREITBACH
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 4,659 SQUARE FEET (0.107 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 11-12-25

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13th STREET
DUBUQUE, IA 52001-4864
PHONE (563) 589-4270 FAX (563) 589-4205

Drawn By:	Approved By:	Date:
JJB	RNK	11-18-25

LOT 11 IN BLOCK 3
BIRCH ACRES
IN THE CITY OF DUBUQUE, IOWA

F:\PROJECTS\Storm\2025_TanglewoodCt_STO S 13020_Extension\08_CADD\Survey\Survey_Drawing\Tanglewood_Storm_Easements.dwg

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF PERMANENT EASEMENT FOR STORM SEWER UTILITY

For and in consideration of the Four Thousand Seven Hundred Two and 44/100 dollars ($4,702.44) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Benjamin T. Graham and Cindy J. Graham ("Grantor"), of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

> Part of Lot 12 in Block 3 in Birch Acres, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining storm sewer utilities and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Together with the right to enter upon said property over the temporary construction easement areas as shown on the attached Exhibit A during the period of construction until the project is accepted by City Council.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said water main and appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or

excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said storm sewer utilities thereon or therein.

Dated at Dubuque, Iowa this 19 day of December, 2025

By: Benjamin T. Graham
Benjamin T. Graham

By: Cindy J. Graham
Cindy J. Graham

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 19th day of December, A.D., 2025 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Benjamin T. Graham and Cindy J. Graham, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Melissa R. Alt
Notary Public In and For Said State

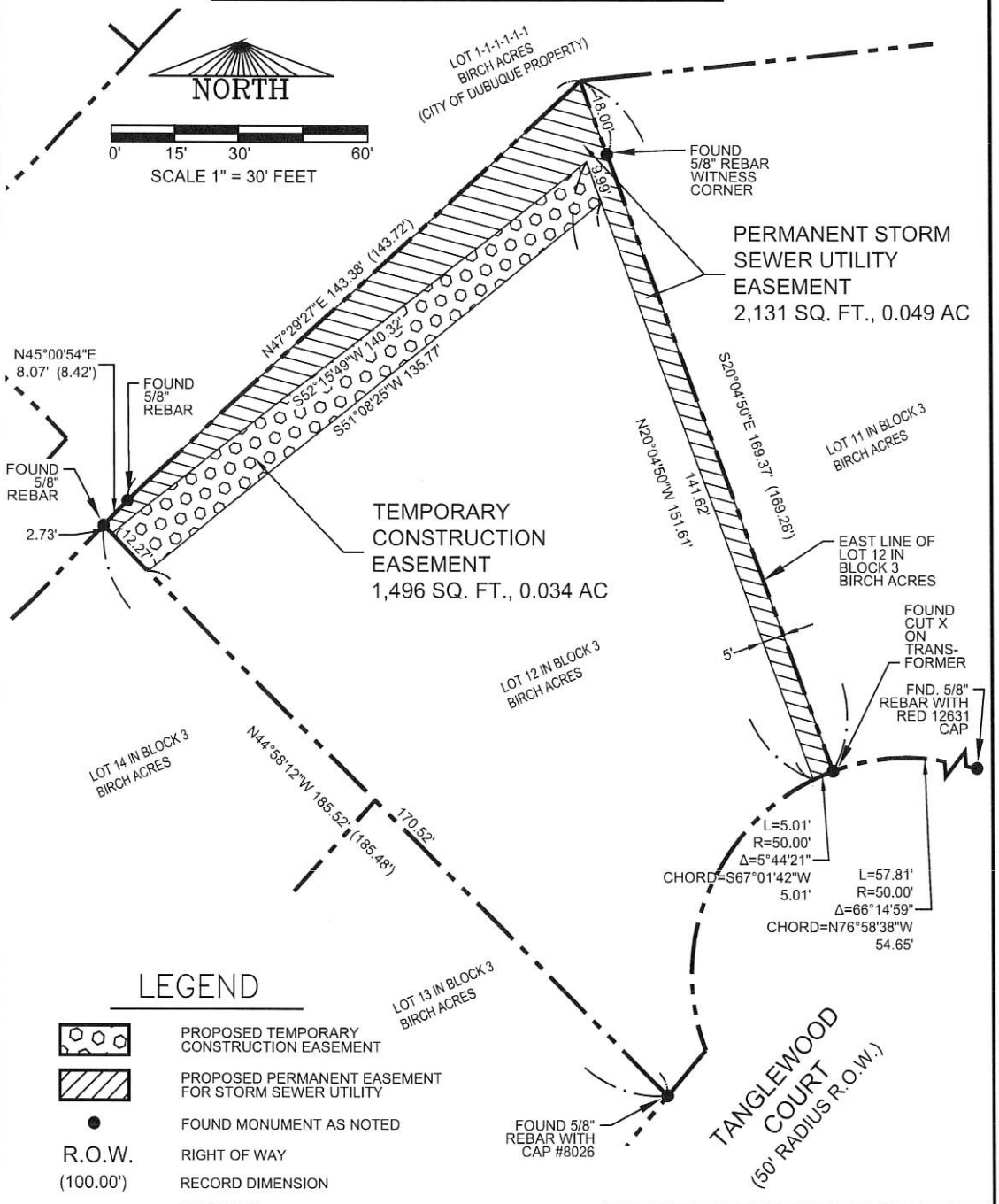
NOTARIAL SEAL IOWA
MELISSA R. ALT
Commission Number 869247
My Commission Expires
December 3, 2028

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

CITY OF DUBUQUE

EXHIBIT A - PERMANENT STORM SEWER UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

COUNTY DUBUQUE PARCEL NO. 1035332009 JOB NO. _____
PROJECT TANGLEWOOD STORM REPAIR SECTION 35 TWP 89N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 12 IN BLOCK 3 BIRCH ACRES
OWNER BENJAMIN T. & CINDY J. GRAHAM



LEGEND

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PERMANENT EASEMENT FOR STORM SEWER UTILITY
- FOUND MONUMENT AS NOTED
- R.O.W. — RIGHT OF WAY
- (100.00') — RECORD DIMENSION
- PROPERTY LINE / R.O.W. LINE

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: BENJAMIN T. & CINDY J. GRAHAM
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 3,627 SQUARE FEET (0.083 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 11-12-25

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13th STREET
DUBUQUE, IA 52001-4864
PHONE (563) 589-4270 FAX (563) 589-4205

Drawn By:	JJB	Approved By:	RNK	Date:	11-18-25

LOT 12 IN BLOCK 3
BIRCH ACRES
IN THE CITY OF DUBUQUE, IOWA

F:\PROJECTS\Storm\2025_TanglewoodCt_STO S 13020_Extension\08_CADD\Survey\Survey_Drawing\Tanglewood_Storm_Easements.dwg

Engineering Basemap



1/12/2026, 7:49:27 AM

1:1,876

0 87.5 175 350 ft

0 25 50 100 m

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 10.

ITEM TITLE:	City Council Contact Information and Ward Map Flyer
SUMMARY:	City Manager providing a copy of the City Council Contact Information and Ward Map Flyer, which is being mailed with City utility bills from January 13 through February 3, 2026.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 2025 City Council Contact Info and Ward Map

THE CITY OF DUBUQUE
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For city council member bios, and information on city council wards, meetings, agendas and minutes, and more, visit **cityofdubuque.org/citycouncil**.

DUBUQUE CITY COUNCIL

Contact Information



Mayor

Brad M. Cavanagh
565 Fenelon Place
Dubuque, Iowa 52001
Phone: (563) 690-6502
bcavanagh@cityofdubuque.org
Term Expires: Dec. 31, 2029



At-Large

David T. Resnick
2341 Coventry Park, #207
Dubuque, Iowa 52001
Phone: (563) 690-6504
dresnick@cityofdubuque.org
Term Expires: Dec. 31, 2027



At-Large

Chris T. Staver
1027 Barbaralee Dr.
Dubuque, Iowa 52003
Phone: (563) 690-6503
cstaver@cityofdubuque.org
Term Expires: Dec. 31, 2029



First Ward

Tyson J. Leyendecker
1760 Overview Ct.
Dubuque, Iowa 52003
Phone: (563) 690-6505
tleyendecker@cityofdubuque.org
Term Expires: Dec. 31, 2029



Second Ward

Laura J. Roussell
3224 Bittersweet Lane
Dubuque, Iowa 52001
Phone: (563) 690-6506
lroussell@cityofdubuque.org
Term Expires: Dec. 31, 2027



Third Ward

Danny C. Sprank
2473 Jackson Street
Dubuque, Iowa 52001
Phone: (563) 690-6507
dsprank@cityofdubuque.org
Term Expires: Dec. 31, 2029



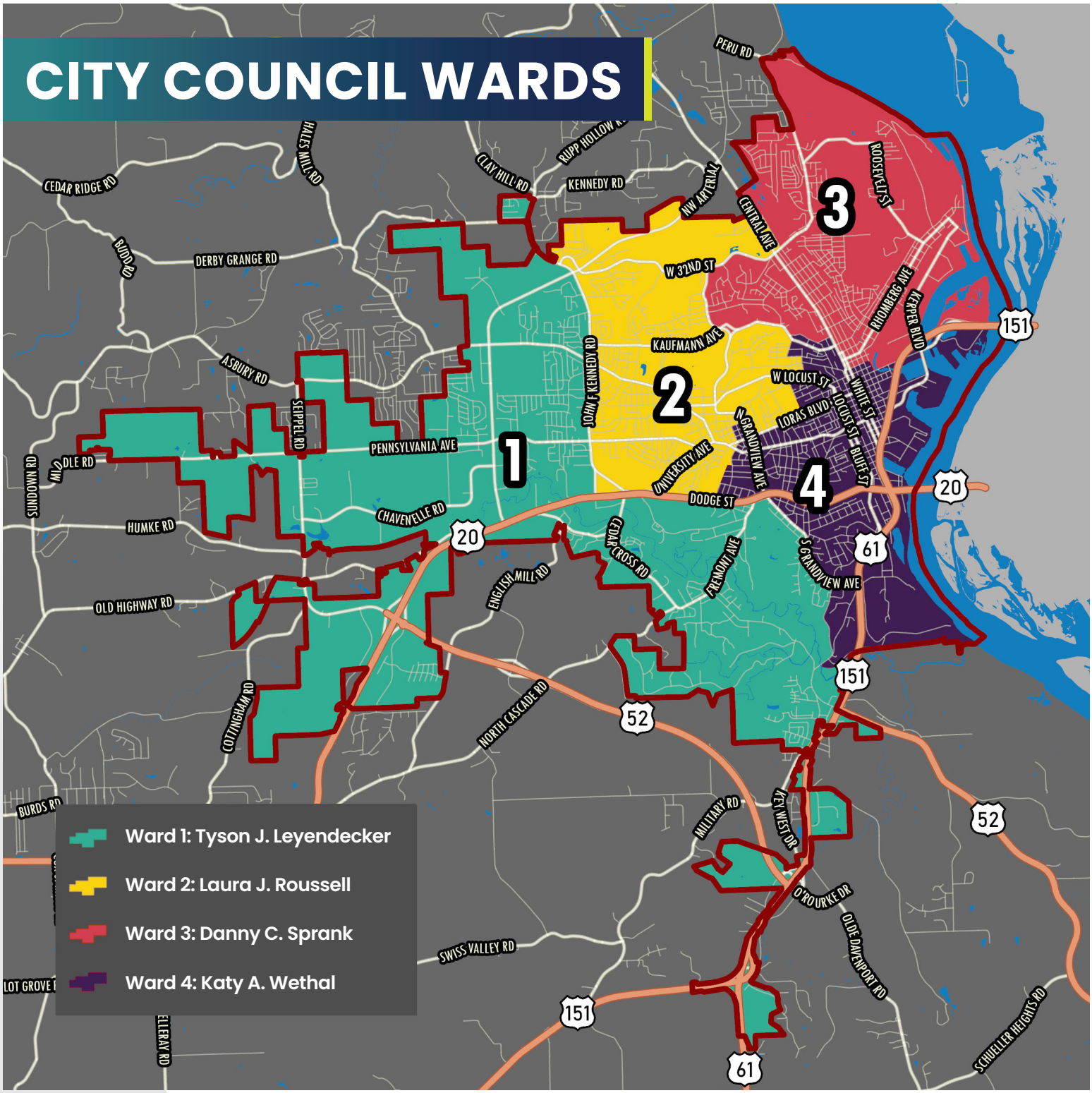
Fourth Ward

Katy A. Wethal
560 Fenelon Place
Dubuque, Iowa 52001
Phone: (563) 690-6508
kwethal@cityofdubuque.org
Term Expires: Dec. 31, 2027

To send an email to the entire City Council, submit a contact us form at:

cityofdubuque.org/councilcontacts

CITY COUNCIL WARDS



Note, the mayor and at-large members represent the whole city, rather than a particular ward.

The Dubuque City Council meets on the first and third Monday of each month in the Council Chambers on the second floor of the Historic Federal Building at 350 W. 6th Street. The meetings begin at 6:30 p.m. and are broadcast live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

Find My Ward

To find your ward and City Council representative, type your address into the interactive City Council wards map at:

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cityofdubuque.org/citycouncil

M002-111525

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 11.

ITEM TITLE:	Winter Reminders Flyer
SUMMARY:	City Manager providing a copy of the Winter Reminders Flyer, which is being mailed with City utility bills from January 13 through February 3, 2026.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 2025 Winter Reminders



City of Dubuque

Winter REMINDERS

Odd/Even Snow Route Parking Policy & Notifications

Dubuque's odd/even snow route parking policy affects almost 34 miles of the city's most heavily traveled streets. The policy is intended to temporarily restrict cars from parking along the route, allowing crews to plow the streets from curb to curb. This policy helps crews plow more effectively, improve driving conditions, and provide better on-street parking for residents and businesses.

After snowfalls of three or more inches and when the City's snow route policy is declared, the program requires "odd/even" parking along designated snow routes for two consecutive days. For the days the policy is in effect, parking is prohibited on the "even-numbered" side of the streets on the even-numbered date and on the "odd-numbered" side of the streets on the odd-numbered date. Parking restrictions are in effect from noon to 5 p.m. OR 1 a.m. to 6 a.m., depending on the street.

Example of Odd/Even Parking

Day Declared:	No Parking:
January 5 (odd day)	Odd # addresses
January 6 (even day)	Even # addresses

Enforcement of the snow route parking policy will be announced at least six hours in advance on the following:

1. Email and/or text notifications to subscribers of the Odd/Even Snow Route Notify Me (subscribe at www.cityofdubuque.org/notifyme)
2. City of Dubuque website: www.cityofdubuque.org
3. Alert Iowa (see back for details)
4. City of Dubuque social media accounts
5. CityChannel Dubuque (channels 8 and 117.2 on Mediacom and 5 on ImOn)
6. Local media



Snow route parking restrictions are enforced during the entire posted time period with no allowance for parking prior to the end of the posted time period or after the snow plow passes. Vehicles violating the restrictions will be ticketed and fined $50.

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For additional information, contact the Public Works Department at 563-589-4250 or publicworks@cityofdubuque.org, or visit www.cityofdubuque.org/snowandicecontrol.

Be be sure to clear your sidewalk after it snows!

It is the responsibility of property owners to keep their sidewalks clear of snow and/or ice. According to the City of Dubuque Code of Ordinances Chapter 10-1-3:

- Snow and ice must be removed immediately after the snowfall ends and **no longer than 48 hours after the end of the snow event.**
- The snow and ice must be removed at full width of the sidewalk from edge to edge to provide safe and accessible passage for pedestrians as required by federal ADA guidelines.
- If the snow and ice is not removed within 48 hours following a snowfall; it is removed by a City contractor and the cost is assessed to the property owner. Property owners will be notified and billed when the cost of the removal is determined. If the bill has not been paid at the end of the winter season, this cost will be assessed to the property and given to the County Treasurer for collection in the same manner as property taxes.

For more information regarding snow and/or ice removal on sidewalks, contact City Engineering at 563-589-4270 or engineer@cityofdubuque.org or visit www.cityofudubuque.org/snowremoval.

DBQ SHOVEL CREW

Are there special circumstances that prevent you from removing your snow?

DBQ Shovel Crew is a snow shoveling program that pairs volunteers with residents who are physically and financially unable to remove snow and ice from the city sidewalk adjacent to their property and do not have other resources to clear it such as neighbors, friends, or a hired service.

To sign up as a volunteer or for details on finding help with snow removal, call 563-589-4159 or visit www.cityofdubuque.org/snowassistance.

Stay INFORMED

ALERTIOWA

Alert Iowa, a Smart911 product, is the State of Iowa's official emergency notification system. The City of Dubuque (and Dubuque County)use Alert Iowa for weather and emergency notifications by phone, text, and email. All Dubuque residents and businesses are urged to register today! For more information, visit www.cityofdubuque.org/alertiowa.

Three easy ways to register!

1. Visit alert.iowa.gov and choose Dubuque County
2. Download the Smart911 app
3. Text DubuquelA to 67283

How You Can Help
Snow Plow Operators



During a storm, the City's equipment operators work around the clock on alternating 12-hour shifts until all streets are plowed and safe for travel. Crews can do a better job when cars are not parked on the streets. If possible, the City asks that residents park their vehicles off the street during snow-plowing operations. Unavoidably, the City's snow-plowing equipment will leave a ridge of snow across your driveway. It is up to the property owner to remove the ridge left by the City's snow-plowing equipment.

When shoveling or snowblowing your driveway and sidewalk, please **DO NOT** shovel or blow snow into the street. Your cooperation reduces the time required to plow all streets, which in turn reduces overtime costs and impact on your taxes. Blowing or shoveling snow into the streets is a violation of a City ordinance. Violators are subject to a civil penalty of up to $750 and court costs. Additionally, they are liable for the road hazards they have created.

Please keep sidewalk ramps and fire hydrants on or near your property clear.

NOTIFY ME ALERTS

cityofdubuque.org/snow

Sign up to receive Odd/Even Snow Route notifications at cityofdubuque.org/snow or simply text DBQSNOW to 67283.





Trash & Recycling Setout Tips

- For optimal visibility and easy access for the collection crew, avoid placing containers behind snow piles. Instead, position containers at the corner of your driveway or in a shoveled-out windrow* notch, ensuring they are not on the sidewalk or obstructed by snow piles.
- If using a personal can, use high-quality solid waste containers that are resistant to cracking in cold weather.
- Ensure lids are closed to keep rain, snow, and ice out of containers.
- Crews will not empty frozen or overweight cans or containers.
- If you have extra trash, use dark-colored garbage bags, not white ones, so collection crews can see your trash has been set out.
- When recycling cardboard (no larger than 40" by 48"), please flatten and bundle, or, place flat under your recycling bin.
- Greeting cards, gift wrapping paper, Styrofoam, and plastic bags are not recyclable. Please place these items in the trash.
- Please remove empty containers from windrows and sidewalks as soon as possible to aid walkers and snow plow crews.

**The row or strip of snow on the edge of a plowed area.*

Protect Your Pipes

If your water meter freezes, you are responsible for the cost of repairs or replacement for a damaged water meter.

The City of Dubuque Water Department reminds you to make sure that the plumbing and water meter in your home or business are properly protected from freezing. Be sure that your basement/utility room windows are tightly sealed from summer use and that there is proper heating provided to these areas. If you use heat tapes, make sure they are properly installed and are working safely. Please take the time now, before winter arrives, to ensure that the plumbing and water meter in your home or business is properly protected.

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 12.

ITEM TITLE:	Signed Contracts
SUMMARY:	A&G Electric for FY26 Electrical Installation and Repair Service Contract; CrossFit Dubuque for Physical Training For The New Hire Academy; Department of the Army Corps of Engineers, Rock Island District and Union at the Marina for Flowage Easement Disposal; Elevated Landwrx for City Property Maintenance of Tree Clearing, Brush Mowing, and Site Restoration Work; Leadership Shapers PTY Limited for the Complete Mentoring Program Facilitator Pack; Modus Engineering for the Eagle Point WTP Boiler Replacement Project - Study Phase; Neiland Refrigeration for the Grand River Center Walk-In Cooler Compressor Replacement; Northwest Mechanical, Inc for Boiler Replacement at 950 Elm Street – Intermodal Facility; Oak View Group for hosting the City of Dubuque Recognition Day at the Grand River Center; Racom Corporation for 5th Street Ramp Camera Replacement; The Painter Lady, LLC to Paint walls in Room 208B and Base Cabinet Faces in Room 208; ViDL Solutions for Amendment #3 to organizational cultural work; Wellmark Blue Cross and Blue Shield of Iowa for the Administrative Services Agreement.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Contract with Leadership Strategies (47)
2. Wellmark Blue Cross and Blue Shield of Iowa
3. RACOM
4. Northwest Mechanical Inc
5. USACE for the Release of Flowage Easement
6. The Painter Lady LLC
7. City Property Maintenance Tree Clearing Brush Mowing Sit
8. ViDL Solutions
9. AGElectric - FY26 Service Contract
10. Crossfit Dubuque

11. EPWTP Boiler Replacment Award of Consultant Engineering
12. Neiland for GRC
13. City of Dubuque Recognition Day

SPEAKER/INSTRUCTOR AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE
AND
LEADERSHIP SHAPERS PTY LIMITED

This Agreement ("Agreement") dated for reference purposes the 11th day of December, 2025, is made and entered into by and between the City of Dubuque,
Iowa ("City") and Leadership Shapers Pty Limited, an Australian registered company ("Contractor").

WHEREAS, the City wishes to provide enrichment opportunities to participants; and

WHEREAS, the undersigned Contractor possesses skills, background, and qualifications to provide instruction in the enrichment opportunities.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. INDEPENDENT CONTRACTOR. Contractor is an independent contractor contracting with City for the limited purpose of providing enrichment opportunities described in this Agreement. Contractor is not an employee of City.

SECTION 2. PERFORMANCE. Contractor will provide enrichment opportunities as follows:

Contractor must (i) provide enrichment opportunities at times and locations that are mutually agreed to by City; (ii) perform such instruction in a skillful and competent manner; (iii) comply with all local, state and federal laws during the term of this Agreement; and (iv) maintain the area in which the enrichment opportunities are provided in a clean, safe and orderly manner.

SECTION 3. TERM. Contractor has agreed to provide the services at the following times and locations:

SECTION 4. EQUIPMENT AND LABOR. Contractor must furnish all tools, equipment, apparatus, supplies and materials ("Contractor's Equipment") unless otherwise agreed to in writing by City. Contractor assumes all risk of loss, damage or harm to Contractor's Equipment arising from or related to with this Agreement. Contractor's Equipment is Contractor's personal property and will remain so at all times during the term of this Agreement and after.

SECTION 5. SUPERVISION. Contractor and City will establish appropriate rules for conducting enrichment opportunities and assume responsibility for adequate protection of participants.

SECTION 6. CONDUCT. Contractor must provide instruction in a manner that will foster a sense of community, safety, and security. Contractor must conduct himself/herself in a manner consistent with these goals and abide by all the goals, procedures and policies of City. Failure to do so may result in immediate termination of this Agreement.

SECTION 7. TERMINATION. This Agreement is terminated when all enrichment opportunities are complete. If this Agreement is terminated early, before all enrichment opportunities are complete, the enrichment opportunities will be prorated, and Contractor will be paid for the completed enrichment opportunities.

SECTION 8. FACILITY. Contractor assumes full responsibility for setting up any facility, and cleaning and restoring the facility to its usual condition following the enrichment opportunity. City must always have access to facilities, including when enrichment opportunities are in progress.

SECTION 9. HOLD HARMLESS. Contractor will hold the City and its staff harmless from and against any and all claims, liability and causes of action, including negligence by the City, its officers, employees or agents, arising from or related to the performance of this Agreement.

SECTION 10. INSURANCE. Prior to the commencement of any enrichment activities, the Contractor shall provide a certificate of insurance demonstrating coverage and indicating policy limits. The City reserves the right to determine what insurance is acceptable.

SECTION 11. COMPENSATION. Contractor will be compensated by City according to the attached Exhibit A Schedule of Compensation/Scope of Work.

SECTION 12. GOVERNING LAW; VENUE. This Contract shall be governed by the laws of the State of Iowa. Exclusive venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County, Iowa.

CONTRACTOR

By: _____

Date: 31 Dec 2025

CITY OF DUBUQUE, IOWA

By: _____

Date: 01/01/2026

EXHIBIT A

COMPENSATION/SCOPE OF WORK

SCOPE OF WORK

City is purchasing the *Complete Mentoring Program Facilitator Pack* from Contractor. The program includes the following:

- Customizable mentor and mentee training decks, including facilitator guides, for ongoing use.
- Complementary one year access to a digital training course for people who miss the in-person sessions. If we choose to continue the digital course access, it will be available for a small annual fee after the first year.
- Access to training material updates and enhancements as they are released.
- Training and consulting services of Amanda Jones, Director, including:
    - live train-the-trainer for the Development & Learning Manager, recorded so that it can be used within the organization with future trainers.
    - review and recommended adjustments/supplements to current City of Dubuque mentoring program materials using the materials from Contractor:
        - best practice guide
        - communications and expression of interest templates
        - mentor/mentee application forms
        - mentor/mentee profile templates
        - mentoring agreement template
        - session guide and powerful questions resources for mentors
        - session log and pulse check templates

Program structure & timeline (dates are approximate and can be adjusted based on mutual agreement of the parties):

- January – March 2026: Contractor will provide adjustments and supplements to current City program materials as described above.
- April 2026 – Contractor will conduct and record train-the-trainer session with City;
- April 2026 – City will conduct training for mentors and mentees.
- May 2026 – Contractor will provide expertise and assistance with matching mentors and mentees and launching the program.
- June - November 2026: Matched pairs will meet independently; Contractor will provide input into design of three cohort meetings to be facilitated by City during this timeframe.
- December 2026: Contractor will provide input into design of program graduation to be facilitated by City.

COMPENSATION

Compensation for the above scope of work, payable in U.S. dollars, is $5,500

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Wellmark Blue Cross and Blue Shield of Iowa is an independent licensee of the Blue Cross and Blue Shield Association.

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA

and

City of Dubuque, Iowa

Agreement Effective Date: July 1, 2025

Form Number: IA WBCBSI LG SF – Customized 6/25/25 Version: 08/24

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("**Agreement**") is made and entered into effective as of the first day of July, 2025 ("**Effective Date**"), by and between Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, (herein "**Wellmark**"), and City of Dubuque, Iowa, an Iowa public entity with its principal location in Iowa (herein "**Account**").

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".

2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.

3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
AGREEMENT DEFINITIONS

1.1 "**Accountable Care Organization**" or "**ACO**" means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.

1.2 "**Administrative Fee**" means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark's cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit "A"**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.

1.3 "**Administrative Services**" means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar Applicable Law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

1.4 "**Affordable Care Act**" or "**ACA**" means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, "**ACA**"), including implementing regulations.

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1.5 "**Agreement**" means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), Fixed Fee Guarantee, and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan and Insurance Schedule "J" completed by Account.

1.6 "**Amounts Not Covered**" means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.

1.7 "**Applicable Law**" means applicable federal statutes, regulations, and regulatory guidance, as well as applicable statutes, regulations, and regulatory guidance enacted, promulgated or issued by the state identified in section 10.12. Applicable Law may include, but is not limited to, ERISA, the ACA, HIPAA, COBRA, federal mental health parity requirements, the Transparency in Coverage final rule (85 Fed. Reg. 72158), the federal No Surprises Act, and the Consolidated Appropriation Act, 2021 ("**CAA**").

1.8 "**Benefits Document**" means the written document(s) available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.

1.9 "**Care Coordinator Fee**" means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. "**Care Coordination**" is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.

1.10 "**Claims Paid**" means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.

1.11 "**COBRA**" means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.

1.12 "**Confidential Information**" means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the "**Disclosing Party**") to the other party, its affiliates, directors, officers, employees and agents (the "**Receiving Party**"). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only

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after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

1.13 "**Covered Charges**" means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.

1.14 "**Covered Services**" means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.

1.15 "**Employer Consulting and Well-being Services**" means certain information and tools meant to help Members improve health, increase productivity and decrease absenteeism, and/or assisting employers with creating well-being solutions or wellness programs at their worksites for their Members. These services may include an online wellness center and wellness assessment; paper wellness assessment; telephonic health coaching; wellness screenings (biometrics); tobacco cessation coaching; wellness challenges; health program referrals; or debit card redemption.

1.16 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.

1.17 "**Global Payment/Total Cost of Care**" means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.

1.18 "**Grandfathered Health Plan**" or "**Non-Grandfathered Health Plan**" mean the same as such terms are used in the ACA.

1.19 "**Health Services**" means educational and informational care management services Wellmark may provide to Members designed to encourage Members' good health and help them make better health care decisions. Health Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, care management, or other programs.

1.20 "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.

1.21 "**Host Blue**" means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.

1.22 "**Incurred Claims**" means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.

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1.23 "**Incurred Date**" means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.

1.24 "**Maximum Allowable Fee**" means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For Covered Services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the network participation and simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

1.25 "**Member**" means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.

1.26 "**Network Access Fee**" means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit "A", and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.

1.27 "**Network Savings**" means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account's bill.

1.28 "**Patient-Centered Medical Home**" or "**PCMH**" means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

1.29 "**Plan**" means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.

1.30 "**Plan Member**" means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.

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1.31 "**Plan Year**" means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit "A".

1.32 "**Protected Health Information**" or "**PHI**" means the same as the term "protected health information" in 45 CFR §160.103.

1.33 "**Provider Incentive**" means an additional amount of compensation paid to a health care provider, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

1.34 "**Rating Period**" means the period of time set forth on Exhibit "A" or the most recent revision to Exhibit "A".

1.35 "**Shared Savings**" means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

1.36 "**Value-Based Program**" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

1.37 "**Wellmark Confidential Information**" means any Confidential Information with respect to Wellmark's systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, claim specific financial data, including but not limited to allowed amount, coinsurance amount, copayment amount, deductible amount, dispensing fee paid, ingredient cost paid, amount paid, claims submitted paid amount; payment arrangements, discounts with providers and pharmacies, rebates, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2
RESPONSIBILITIES OF ACCOUNT

2.1 **Group Health Plan Compliance**. Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and Applicable Law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:

a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;

b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;

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c. Designating the Plan Year for the Plan;

d. Complying with all Applicable Laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage ("**SBC**"), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also: (i) make available to Members on request the uniform glossary of insurance-related terms; (ii) comply with any applicable non-discrimination laws in the design and administration of the Plan; (iii) comply with the Mental Health Parity and Addiction Equity Act ("**MHPAEA**") including, without limitation, MHPAEA's requirements on Non-Quantitative Treatment Limitations on mental health and substance use disorder benefits; (iv) to the extent Account has a public website, post the machine readable file link supplied by Wellmark on its public website; (v) to the extent Account has a public website, comply with balance billing disclosure posting requirements under Applicable Law; and (vi) furnish all notices and fulfill all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;

e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;

f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.7 of this Agreement;

g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;

h. If the coverage of any Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively

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terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;

i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;

j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;

k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and

l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

m. Supplying information requested by Wellmark in the time, form, format, and manner required by Wellmark to assist Wellmark in filing the reports identified in Sections 3.1(h) and 3.1(i) on Account's behalf; provided, however, that Account must give Wellmark notice by March 1st if Account will file all or any part of such reports due in that calendar year directly with the Centers for Medicare and Medicaid ("**CMS**").

2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements**. Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-

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standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

2.3 **Account Representation Regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility**. Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all Applicable Laws, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.

2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid**. Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in any event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims have been paid prior to the date Wellmark is notified of the coverage termination for services after the effective date of a Member's termination and those payments are not or cannot be recouped, Account shall be responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.

2.5 **Medicare Secondary Payer ("MSP")**. Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and Applicable Law, Wellmark provides information to Centers for Medicare and Medicaid Services ("**CMS**") regarding such dual health coverage for Members and Account's enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account's size and status and Employer Identification Number ("**EIN**")(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

2.6 **Stop Loss Insurance Coverage**. Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage, which shall be reflected in a separate policy. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account is also solely responsible for ensuring that such stop loss coverage is consistent with Account's benefits documents and Wellmark's administration thereof. Upon request Wellmark will provide Account with standard stop loss reports for Account to file stop loss insurance claims with its stop loss carrier.

2.7 **Outside Services Vendor(s) to the Plan**. If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark's claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3
WELLMARK'S RESPONSIBILITIES

3.1 **Determination of Claims; Administrative Services**. During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:

a. Wellmark shall provide Account with an electronic draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan. If elected by Account, Wellmark will print Benefit Documents at Account's expense. Delivery of Benefits Documents to Members remains Account's responsibility;

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b. Wellmark shall provide access to a network(s) of health care providers, and shall make information about the network and network providers available to Members, and shall administer a provider directory response protocol, all in compliance with Applicable Laws;

c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;

d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with Applicable Laws, including, but not limited to, compliance with retention of records laws and non-discrimination in health plan administration laws;

e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;

f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, Applicable Laws, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, participation in the negotiation and Independent Dispute Resolution process under the federal No Surprises Act on behalf of Account and in consultation with Account where Wellmark recommends a higher offer amount on a claim in IDR than the initial payment amount, and may include monitoring, detection, investigation, and recovery (including recovery based on extrapolation of claims) of potentially wasteful, abusive or fraudulent Incurred Claims submitted by providers or Members. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, Applicable Laws, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

g. Wellmark shall comply with public rate and payment information access requirements, balance billing disclosure requirements, and cost-sharing information disclosure requirements pursuant to Applicable Laws;

h. Conditioned on Account supplying requested information as required in Section 2.1(m) or opting out of such services by March 1st of the reporting year, Wellmark will annually report Account's information in an aggregated manner on Schedules D-1 and D-2 that Wellmark files with CMS as required by Section 204 of the CAA and in accordance with Applicable Laws. To the extent that Account obtains pharmacy benefit administrative services through Wellmark, Wellmark will directly or indirectly, through its pharmacy benefits manager, annually report Account's pharmacy benefit information in an aggregated manner on Schedules D-3 through D-8 in accordance with Applicable Laws. If Account does not obtain pharmacy benefit administrative services through Wellmark, Account is responsible for directly filing or ensure its pharmacy benefits manager files Schedules D-3 through D-8 on Account's behalf.

i. Conditioned on Account supplying requested information, if any, as required in Section 2.1(m), Wellmark will annually report Account's air ambulance information as required by Applicable Laws.

j. Wellmark shall provide explanation of benefits to Plan Members in compliance with Applicable Law.

k. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and Applicable Law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations ("**IROs**"), pursuant to the requirements of the Plan and Applicable Law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and

l. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.

3.2 **Health Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Health Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit "A" attached to this Agreement. Health Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Health Services or the intellectual property underlying such Health Services. Wellmark reserves the right to change, replace,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

or discontinue Health Services from time to time without notice or amendment of this Agreement.

3.3 **Employer Consulting and Well-Being Services.** To the extent that Account has purchased Employer Consulting and Well-Being Services for a fee as shown on Exhibit "A", Wellmark shall provide such Employer Consulting and Well-Being Services to Account and Members. Such Employer Consulting and Well-Being Services will be provided in accordance with the written direction of Account. Account is responsible for the design and implementation of its employer-sponsored wellness program and shall comply with all Applicable Laws in connection with such programs.

3.4 **Value-Added Services; Identity Protection**. Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members. Value-added services are not insurance coverage, and Wellmark reserves the right to change, replace, or discontinue value-added services, including identity protection, from time to time without notice or amendment of this Agreement.

3.5 **IRS Form 1095 Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account's Form 1095-C or 1095-B reporting, whichever is applicable, to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C or 1095-B. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

3.6 **Third Party Liability Recovery Services**. Wellmark shall provide Account with subrogation and third party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement. Wellmark has no obligation to initiate subrogation or third party liability recovery services after the twelve (12) month run-out period described in Section 8.6. Following such run-out period, Wellmark will forward any open recovery file information to Account's third party recovery vendor. Account's third party recovery vendor may continue to pursue files and shall work directly with Account to return any funds recovered. In no event shall Wellmark be obligated to adjust any claims in Wellmark's claims system in order to effect recovery, including but not limited to most accepted workers' compensation claims.

While this Agreement is in force and during the run-out period, the nature and extent of Wellmark's efforts to pursue subrogation and third party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third party liability recovery services,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier, if applicable, has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. If the Claims Paid exceeds $25,000 for a Member, Wellmark shall notify Account prior to settlement and the Account shall approve, in writing, any proposed settlement. For all other matters, Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark. To facilitate recoveries for matters where the subrogation amount equals or exceeds $25,000, the Account will make available a person with the authority to provide instruction to Wellmark. Wellmark can also make available, upon request, a report, on a quarterly basis, that lists subrogation matters where the Claims Paid amount exceeds $25,000. Account may not use the approval process to waive recovery of any funds for which Wellmark has priority of recovery as the stop loss carrier.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for the attorney fees. Such fees shall first be deducted from the gross amount recovered and the third party recovery vendor's fee shall be calculated on the reduced amount. If there is no recovery, the third party recovery vendor will remain responsible for the attorney fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third party liability recovery efforts or litigation to recover Claims Paid.

3.7 **Discretionary Authority**. Account delegates to Wellmark the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms, limitations and conditions set forth in the Plan as provided by Account, the Benefits Document(s), this Agreement, Applicable Laws, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to

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the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

3.8 **Fixed Fee Guarantee**. Wellmark shall provide a fee guarantee as described in the **Fixed Fee Guarantee Exhibit**, attached to this Agreement and incorporated into this Agreement by this reference.

ARTICLE 4
BILLING AND PAYMENT

4.1 **Billing; Account's Payment to Wellmark**. Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, Applicable Laws, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

4.2 **Late or Returned Payments; Interest Charge**. All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. If Account's payment is

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returned for insufficient funds, Wellmark reserves the right to impose additional fees, to the extent the additional fees are permitted by Applicable Laws. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5
CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

5.1 **Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which will include restrictions reasonably designed to limit public disclosure of Wellmark Confidential Information, and requires third party to return or remove the Wellmark Confidential Information from third party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third party vendor terminates.

5.2 **Non-Disclosure of Confidential Information**.

a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by Applicable Law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with Applicable Law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

b. If the Receiving Party is required to disclose Confidential Information pursuant to Applicable Law, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and

seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or Applicable Law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.

d. Wellmark Confidential Information that is released by Wellmark to Account or to a third party at Account's request may only be used strictly for the purpose of claims administration, Account's compliance with Applicable Law, or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling or leasing Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Gag Clause Prohibition**. Notwithstanding any provision of this Agreement to the contrary, the Plan shall not be directly or indirectly restricted from:

a. Providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, Account, participants, beneficiaries, or enrollees, or individuals eligible to become participants, beneficiaries, or enrollees of the Plan;

b. Electronically accessing de-identified claims and encounter information or data for each participant, beneficiary, or enrollee in the Plan, upon request and consistent with Applicable Laws, including, on a per claim basis:

i. Financial information, such as the allowed amount, or any other claim-related financial obligations included in the provider contract;

ii. Provider information, including name and clinical designation;

iii. Service codes; or

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iv. Any other data element included in claim or encounter transactions; or

c. Sharing information or data described in items (i) or (ii), or directing that such data be shared, with a business associate as defined in section 160.103 of title 45, Code of Federal Regulations (or successor regulations), consistent with Applicable Laws.

5.4 **Wellmark's Ownership of Wellmark Confidential Information**. Wellmark retains all ownership and rights to Wellmark Confidential Information. Disclosure of Wellmark Confidential Information to the Account or any other Receiving Party does not alter Wellmark's ownership rights of Wellmark Confidential Information, does not create ownership rights for the Account or Receiving Party, and does not permit the Account or Receiving Party to disclose to any other party without Wellmark's prior written consent.

5.5 **Wellmark's Right to Use Confidential Information**. Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all Applicable Laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

5.6 **Right to Examine Records; Audit**. Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such audit or examination if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the audit or examination, Wellmark shall share its audit or examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit or examination on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such audit or examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

authorizes such disclosure), third party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the audit or examination, Account shall share its audit or examination findings with Wellmark and conduct an exit conference with Wellmark. Audits or examinations conducted by auditors or consultants compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark. This audit right does not otherwise restrict the Account's access to Confidential Information subject to the confidential assurances otherwise provided for in this Agreement.

5.7 **Website Access and Reporting**. Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).

5.8 **Survival**. Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

ARTICLE 6
PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; VALUE-BASED PROGRAMS; DISCLOSURE OF COMPENSATION

6.1 **Provider Payment Arrangements**. Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

b. Fixed fee or other payment methodology that is based on pre-determined criteria; or

c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.

6.2 **Network Savings Allocations**. Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.

6.3 **Non-Contracting or Non-Network Providers**. If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting Providers**"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full, except to the extent prohibited by Applicable Law, including the federal No Surprises Act.

6.4 **Lawsuit Recoveries**. From time to time, Wellmark, Account, or the Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a "**Lawsuit**"). Other than for mass tort matters, which are subject to the third party liability recovery provisions set forth in Section 3.6 above, Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark's receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.

6.5 **Rebates**.

a. **Pharmacy Benefit Drug Rebates Disclaimer**. In accordance with Section 2.7 of this Agreement, Account has elected to obtain pharmacy benefits management services from a vendor other than Wellmark, including, but not limited to, pharmacy benefit rebate procurement and administration.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

Account's Administrative Services under this Agreement shall not include any pharmacy benefits management services, pharmacy benefit drug rebate procurement, or pharmacy benefit drug rebate administration.

b. **Medical Benefit Drug Rebates**. Wellmark contracts to procure and receive medical benefit rebates from pharmaceutical manufacturers, directly or indirectly through Wellmark's third party pharmacy benefits manager ("**PBM**") and/or group purchasing organization(s) ("**GPOs**") (each, a "**Rebating Entity**"), for rebate-eligible prescription drug claims in Wellmark's book of business. The extent to which manufacturers provide rebates for prescription drugs, and the medical benefit drug rebate amounts Account is eligible to receive under this Agreement, depends on a number of factors, including Account health plan design, formulary design, sufficient claim information, the particular drugs utilized by Account's Members, and the pharmacies from which Members obtain eligible prescription drugs. Wellmark will pass through one hundred percent (100%) of rebates attributable to Account's eligible prescription drug claims under Account's medical benefit, as reported by the applicable Rebating Entity and as collected and paid by the applicable Rebating Entity to Wellmark. Account is not guaranteed to receive any particular rebate amount in the aggregate for its medical benefit prescription drug claims or for any individual prescription drug claim, as rebates Account receives will be based on rebates earned by Account for Account's medical benefit prescription drug claims. Not later than one hundred twenty (120) days following the end of the calendar quarter, Wellmark will credit the Account the greater of (i) rebates actually collected by the Rebating Entity in such preceding calendar quarter attributable to Account's medical benefit prescription drug claims, or (ii) eighty percent (80%) of the rebates attributable to Account's medical benefit prescription drug claims that were invoiced to manufacturers in such preceding calendar quarter (hereafter referred to as the "**Quarterly Rebate Payment**"); provided, however, that if a Rebating Entity fails to timely pay rebate amounts to Wellmark, Wellmark's credit to the Account may be correspondingly delayed. Account is eligible to receive medical benefit drug rebate credits while this Agreement is in force and through the first of October of the calendar year following the date of this Agreement's termination.

Within one hundred and eighty (180) days of the end of each calendar year, Wellmark will perform an annual reconciliation for the preceding calendar year ("**Reconciliation**") in which it calculates and reports to Account the aggregate rebate amounts earned by Account and received by Wellmark for Account's medical benefit prescription drug claims in the calendar year being reconciled ("**Collected Rebate Amounts**"), as well as the aggregate Quarterly Rebate Payments previously paid by Wellmark to Account for Account's medical benefit prescription drug claims in the calendar year being reconciled ("**Previously Paid Amounts**"). If the aggregate value of the Collected Rebate Amounts is more than the aggregate value of the Previously Paid Amounts, Wellmark will credit Account in an amount equal to the difference not later than sixty (60) days of the Reconciliation being completed. If the aggregate value of the Collected Rebate Amounts is less than the aggregate value of the Previously Paid Amounts, Wellmark may,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

at its option, (i) bill Account for the difference, or (ii) offset such difference from any present or future amount owed by Wellmark to the Account.

To the extent that Wellmark mistakenly pays a medical benefit drug rebate to Account, a Rebating Entity mistakenly pays a medical benefit drug rebate to Wellmark that Wellmark passes through to Account, or a manufacturer later determines that a medical benefit claim was not eligible for a rebate paid to Account and Wellmark pays back such amount(s) to the applicable Rebating Entity ("**Recouped Amounts**") after the applicable Reconciliation, Wellmark may, at its option, (i) bill Account for any Recouped Amounts attributable to Account's medical benefit prescription drug claims for which Account received rebate payments, or (ii) offset any such Recouped Amounts from future rebate payments payable to the Account or any other amount owed by Wellmark to the Account. In the event Wellmark opts to bill Account directly for such Recouped Amounts, the terms and conditions set forth in Article IV, Billing and Payment, of this Agreement shall apply to such bill.

Account is solely responsible for the allocation or distribution of any medical benefit drug rebates it receives pursuant to this Agreement. Neither Wellmark nor PBM will retain any portion of medical benefit drug rebate amounts attributable to Account's eligible medical benefit prescription drug claims. The medical benefit drug rebates will not be allocated or distributed by Wellmark in any manner to Members nor shall such rebates be taken into account in determining any applicable deductibles, coinsurance, copayment, or out-of-pocket maximum amounts for which the Member is responsible.

c. **Confidentiality of PBM Information.** Account expressly understands, acknowledges and agrees that any and all information, data, documentation or software disclosed by Wellmark, PBM, and/or the applicable Rebating Entity in the course of conducting its business and performing medical benefits management services for Members and/or Account (including, but not limited to, patient-specific prescription information, trade secrets, proprietary software and technical processing, financial information, rebate information, and pricing) (collectively, the "**PBM Information**") are confidential and proprietary to, and a valuable trade secret of, Wellmark, PBM, and/or the applicable Rebating Entity and that disclosure or unauthorized use – that is, any use other than to evaluate performance by Wellmark and PBM under this Section 6.5 – will cause irreparable harm and damage to Wellmark, PBM, and/or the applicable Rebating Entity. Account shall not, directly or indirectly, release or disclose or otherwise use or attempt to use any PBM Information obtained by Account from Wellmark, PBM, and/or the applicable Rebating Entity (regardless of the reason such information was provided or obtained) to any other party or for the benefit of any other party unless such other party has entered into a non-disclosure agreement with Wellmark.

To the extent Account is subject to Iowa Code Chapter 22 (Examination of Public Records), Account shall take all appropriate action to protect PBM Information under Iowa Code § 22.7(3) as a trade secret of Wellmark, PBM,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

and/or the applicable Rebating Entity. To the extent that Account receives an open record request that would require disclosure of PBM Information, Account shall promptly notify Wellmark so that Wellmark has the opportunity to object to such request and/or obtain a protective order protecting the confidential and proprietary nature of the PBM Information.

6.6 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care to Wellmark Members. Identifiable Data regarding Account's Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless of whether Account elects to participate in the Value-Based Program, known as Total Care, Account's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.

6.7 **Disclosure of Compensation**. Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7
LIABILITY OF THE PARTIES

7.1 **Account's Responsibility for Claims Paid**. Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account's direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.

7.2 **No Duty to Defend**. Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.

7.3 **Account's Liability**. Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;

b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;

c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;

d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper disclosure of Confidential Information by Account or such third party;

e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;

f. due to Account's failure to comply with Applicable Law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);

g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;

h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;

i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or

j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

7.4 **Selection of Counsel**. In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

the other of the legal action, and shall have sole authority to select legal counsel of its choice.

7.5 **Wellmark's Liability**. In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:

a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and

b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE HEALTH SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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PURPOSE, REGARDING THE HEALTH SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

7.7 **Grandfathered Health Plan Disclaimer**. Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and represents to Wellmark that its Plan is Non-Grandfathered.

7.8 **No Nondiscrimination Testing for Health Plans**. Wellmark will not determine whether coverage is discriminatory or otherwise in violation of nondiscrimination requirements of the ACA, Internal Revenue Code Section 105(h), or other applicable state or federal law. Wellmark also will not provide any testing for compliance with the ACA, Internal Revenue Code Section 105(h) nondiscrimination requirements, or other applicable state or federal law and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of any such provision. Notwithstanding the foregoing, Wellmark performs federal Mental Health Parity and Addiction Equity Act (MHPAEA) financial requirement testing ("substantially all" test / "predominant" test) for group health plans, unless Account has notified Wellmark in writing of its opt out of such testing.

7.9 **Survival**. The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8
TERM AND TERMINATION

8.1 **Term of Agreement**. This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the "**Term**"). Certain guarantees and programs as more fully described in the Exhibits to this Agreement may be modified or terminated on an earlier date as specified in the applicable Exhibit without termination of the entire Agreement.

8.2 **Renewal Terms**. Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark's receipt of written documentation of Account's renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit "A" issued by Wellmark, to be attached to this Agreement and incorporated by this reference.

8.3 **Termination Notice**. Upon expiration of the Term or any renewal term, either party may terminate this Agreement as of the end of the current Term by giving written notice of termination delivered to the other party at least sixty (60) days in advance of the effective date of termination. If Wellmark has not received Account's documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.

8.4 **Termination for Nonpayment**. Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason. Wellmark, in its sole discretion, may permit Account to reinstate this Agreement upon payment of a reinstatement fee and all other outstanding amounts due.

8.5 **Effects of Termination for Nonpayment**. If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.

8.6 **Claims Administration Following Termination**. If, following termination of this Agreement for reasons other than Account's nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., Claims Paid adjustments or recoveries other than third party liability recoveries, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section **4.1** and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.

8.7 **Availability of Records**. Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.

8.8 **Survival**. Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9
BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

9.1 **Blue Cross and Blue Shield Disclosure Statement**. Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity,

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.

9.2 **Account Locations or Members Outside of Iowa**. Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to Applicable Law and Association guidelines.

9.3 **Out-of-Area Services**. Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements**." These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

a. **BlueCard® Program**. The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.

i. **Member Liability Calculation Method Per Claim**. Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.

ii. **Account Liability Calculation Method Per Claim**. The calculation of Account's liability on claims for Covered Services processed through the

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BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

iii. **Claims Pricing**. Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:

a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or

c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

iv. **BlueCard® Program Fees and Compensation**. Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit "A"**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance ("**AEA**") Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit "A". Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.

b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in Wellmark's or a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.

i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

a) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.

b) Supplemental Factor: The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

c) Per Member Per Month ("**PMPM**") billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account's bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:

a) PMPM billings; or

b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology ("**CPT**") published by the American Medical Association ("**AMA**") or Healthcare Common Procedure Coding System ("**HCPCS**") published by the Centers for Medicare and Medicaid Services ("**CMS**").

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

c. **Return of Overpayments**. Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.

d. **Nonparticipating Providers Outside Wellmark's Service Area**.

i. **Member Liability Calculation**.

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a) **In General**. When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by Applicable Law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

ii. **Fees and Compensation**. Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".

e. **Blue Cross Blue Shield Global® Core**.

i. **General Information**. If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard® service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the

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Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

ii. **Blue Cross Blue Shield Global® Core Related Fees**. Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit "A".

f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**. Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Change of Agreement**. If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit "A", or to terminate this Agreement in accordance with Section 8.3.

10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification**. Nothing contained in this Agreement or on Exhibit "A" shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.

10.3 **Use of Trademarks and Names**. Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established.

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.

10.4 **Complete Agreement; Amendments**. The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, Fixed Fee Guarantee, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

10.5 **Force Majeure**. The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.

10.6 **Effectiveness of Agreement**. This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.

10.7 **Assignment**. The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.

10.8 **Waiver**. The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision.

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Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

10.9 **Nature of Relationship; Authority of Parties**. Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.

10.10 **No Third Party Beneficiaries**. This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.

10.11 **Notices and Communication**. The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of Iowa
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

10.12 **State of Issue; Applicable Law**. This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11
DISPUTE RESOLUTION

11.1 **Dispute Resolution; Mandatory Arbitration**.

a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a "**Dispute**"), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a "**Dispute Notice**") to the other party setting out, in writing and in detail, the nature and specifics of the

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Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.

b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the "**Rules**"). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do <u>not</u> consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the "Arbitration"), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement**.

c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.

d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.

e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.

f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.

g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than $1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.

h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than $1,000,000,

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then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.

i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than $250,000.

j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.

k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).

l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).

m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge

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an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 **Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages**.

a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by Applicable Law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**

b. Notwithstanding Sections 5.8, 7.9, and 8.8, no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.

c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Dubuque

By: Michael Van Milligen

Print Name: Michael C. Van Milligen

Title: City Manager

Wellmark, Inc., doing business as
Wellmark Blue Cross and Blue Shield of Iowa

By: DocuSigned by: Dan Brown
8E531A838BB84BE...

David S. Brown
Executive Vice President, Chief Financial Officer and Treasurer

Wellmark Blue Cross and Blue Shield of Iowa
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Dubuque, Iowa
50 West 13th St
Dubuque, IA 52001-4805

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of Iowa

Rating Period:

The Rating Period begins on 7/01/2025 and ends on 6/30/2026.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health:	$47.39	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Pharmacy Vendor Admin Fee:

	$1.75	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
Network Access Fee:	$8.67	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is not more than 17% of the recovered amount, except that the service fee for recoveries under the recovery vendor's mass tort recovery program is not more than 20% of the recovered amount. These fees are subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield of Iowa
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Dubuque, Iowa
50 West 13th St
Dubuque, IA 52001-4805

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 5/1/2025

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Fixed Fee Guarantee

Account Name: City of Dubuque
Account Key: 00005303
Renewal Rating Period: 7/1/2023 to 6/30/2024

Guaranteed Fee Components	Guarantee Rating Period / Term Year 1 7/1/2024 to 6/30/2025	Guarantee Rating Period / Term Year 2 7/1/2025 to 6/30/2026	Guarantee Rating Period / Term Year 3 7/1/2026 to 6/30/2027
Administrative Fees - Health	**4.00%**	**4.00%**	**4.00%**
Rating Period Fee: $43.36	*$45.09*	*$46.89*	*$48.76*

Contracts enrolled with a Wellmark Health Plan: 566

The above guaranteed fee components will increase no more than the listed percentage(s) over the previous year's renewal rating period's fees. In no event will the increase be less than 0%. This percentage guarantee applies only to the fee components and rating periods noted above. Dollars displayed are illustrative and are shown as per contract, per month.

This guarantee is contingent upon the parties enrollment not fluctuating 10% or more from the enrollment noted above and the parties continuing the Administrative Services Agreement in force or entering into a new agreement mutually agreeable to the parties.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provision of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

Employer Signature: _____ Date: 12/30/2025

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

INSURANCE SCHEDULE J

1. Wellmark Blue Cross and Blue Shield of Iowa 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 Finance Director. 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 Personnel 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 certificate of Insurance.

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 Finance Director 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.

Confidential Treatment Requested - Iowa Code § 22.7

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

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 CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include an endorsement that deletes any fellow employee exclusion.
6) 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 2026.
7) Policy shall include Waiver of Right to Recover from Others endorsement.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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 as amended.

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.

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

Confidential Treatment Requested - Iowa Code § 22.7

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

INSURANCE SCHEDULE J (continued)

D) UMBRELLA/EXCESS LIABILITY $1,000,000

Umbrella/excess liability coverage must be at least following form with the underlying policies Included herein.

E) PROFESSIONAL LIABILITY $1,000,000

Provide evidence of coverage for 5 years after completion of project.

F) CYBER LIABILITY $1,000,000

X yes ___ no

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

Confidential Treatment Requested - Iowa Code § 22.7

Docusign Envelope ID: D97FA051-F8CA-4170-B589-31D0FBFCB854

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

2. Claims Coverage. The insurer further agrees that this policy of insurance shall *cover* only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Confidential Treatment Requested - Iowa Code § 22.7

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque 2007•2012•2013 2017★2019

City of Dubuque
46 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

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 Racom Corporation
(Vendor Name)
3190 Cedar Cross Court, Dubuque, IA 52003
(Vendor Address - City and State)

PROJECT TITLE: 5th Street Ramp Camera Replacement
(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:
Camera replacement in 5th Street Parking Ramp

The work described above shall be completed at the following location(s):
5th Street Parking Ramp Camera replacement

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 6/30/2026 (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 $ 38,165.53

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 12/22/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

RACOM Corporation
Company Name

By: Camden Kickbush 12/18/2025
Signature — Date

Camden Kickbush
Printed Name

Finance Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ 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.

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(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes ___ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver 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

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
53 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

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 Northwest Mechanical, Inc
(Vendor Name)
5885 Tremont Ave. PO Box 2708, Davenport, Iowa 52809
(Vendor Address - City and State)

PROJECT TITLE: Boiler Replacement at 950 Elm Street - Intermodal Facility
(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:

Furnish & Install a Niagara N4 JACE 9000. Interface to all BAS Controls. Including 4 ea. IO-OR-16 Modules. Program, Graphics, Trending, Scheduling, Alarming & Notifications through the BAS. This system will allow multiple users access through a Graphical User Interface to all BAS controls, with internet based remote connectivity. Embedded software & configuration software property of the customer. JACE 9000-improves security enhancements and IT compliance. 18 month software maintenance agreement. Includes all material, labor, etc. to perform described work.

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

950 Elm Street - Intermodal Facility

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 6/30/2026 (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 $ 15,341.00

CITY OF DUBUQUE, IOWA

By: _____ 01/07/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Northwest Mechanical, Inc.
Company Name

By: _____ _____
Signature — Date

Digitally signed by Matt Johnson Signature1
DN: C=US, E=mjohnson@northwestmech.com, O="Northwest Mechanical, Inc.", CN=Matt Johnson Signature1
Date: 2026.01.02 13:22:21-06'00'

Matt Johnson
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

EXHIBIT 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.

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.

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(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes ___ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer’s Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver 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.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ROCK ISLAND DISTRICT
PO BOX 2004 CLOCK TOWER BUILDING
ROCK ISLAND, ILLINOIS 61204-2004

January 6, 2026

Real Estate Division

SUBJECT: MR12, Flowage Easement Disposal, Parts of Tracts FIA-129, FIA-130, and FIA-131

Union at the Marina, LP
Attn: CJ Lukaart
8680 Edison Plaza Drive
Fishers, IN 46038

To Whom It May Concern:

In order for the Rock Island District Real Estate Division to prepare a disposal package for parts (construction boundary) of tracts FIA-129, FIA-130, and FIA-131 per Exhibit A, Union at the Marina, LP ("Union at the Marina") is required to pay in advance the administrative costs for reviewing and processing these transactions. Our authorization to collect these funds is found in Title 10, United States Code Section 2695. This authority requires the party who is acquiring release or disposal of the flowage easement rights to pay the administrative costs associated with the transaction. Estimated administrative costs include, but are not limited to, payment for work products such as assessments; document preparation; appraisal and survey review; preparation of maps, legal descriptions and real estate instrument(s) as required by the United States Army Corps of Engineers ("USACE"); and post-disposal reconciliation of internal land records and maps. In addition to administrative costs, Union at the Marina will be required to pay the fair market value of the disposed real property and county recording fees for the conveyance deed.

Attached are two estimates for administrative costs.

- Option A sets forth the estimated administrative costs if USACE performs all the work necessary for compilation of the Disposal Report, including the required attachments, and preparation of the conveyance documents. The cost for Option A is estimated to be $45,060.00.
- Option B sets forth the estimated administrative costs if USACE performs some of the work necessary for the disposal action and Union at the Marina privately contracts certain services such as appraisal and survey. The cost for Option B is estimated to be $32,560.00 plus the costs to Union at the Marina of any privately contracted work.

Once Union at the Marina has selected an Option, please remit a check or money order in the amount indicated for that Option, payable to: "FAO, USAED, Rock Island." Please include reference number REIN-24-4114 on the check or money order and send

it to the U.S. Army Corps of Engineers, ATTN: Real Estate Division (RE-M), P.O. Box 2004, Rock Island, IL 61204-2004.

If the transaction is completed and the actual administrative costs for executing this transaction are less than the enclosed estimate, Union at the Marina will be refunded the remaining balance. If, at any time during the transaction, the actual administrative costs for executing this transaction are greater than the estimate, Union at the Marina will be so notified in writing and required to pay the additional amount prior to our continuing the processing of the action.

USACE must follow a rigorous process to dispose of any real estate interests. Prior to completing the entire process, USACE cannot guarantee that the disposal will occur. In the event the transaction cannot be executed for any reason, any excess administrative fees will be refunded to Union at the Marina.

We have also included the Statement of Work (SOW) for the survey, so Union at the Marina knows what is expected in this process. If there are any questions concerning the details of SOW, please do not hesitate to contact the point of contact identified in the SOW.

Finally, please understand that the actual preparation of the disposal package and underlying work cannot begin until the estimated administrative fees have been paid by Union at the Marina and the funds have been processed through the Treasury. If possible, please let us know Union at the Marina 's intention (Option A or Option B) within 45 days after receipt of this letter.

If you have any questions, please do not hesitate to contact Mr. Chris Fields at (309) 794-5294 or by email at Christopher.B.Fields@usace.army.mil. If Mr. Fields is unavailable, please contact Mrs. Mina Magalhaes-Corteletti at (309) 794-5945 or by email at Juliana.Magalhaes@usace.army.mil.

Sincerely,

Paul St. Louis
Chief, Real Estate Division
Rock Island District
Real Estate Contracting Officer

Enclosures

cc: City of Dubuque
Attn: City Manager, Michael C. Van Milligen
50 W. 13th Street
Dubuque, IA 52001

UNION AT THE MARINA ACKNOWLEDGMENT

I have read and understand the above information provided to us. We have chosen Option A as the path forward for this disposal action. All parties agree and acknowledge that the City of Dubuque is the customer for the preparation of the disposal package and therefore retains all decision-making authority ordinarily reserved to the customer; provided, however, the City of Dubuque shall not approve costs in excess of those identified in Option A above without the prior written consent of Union at the Marina, LP.

UNION AT THE MARINA, LP,
an Iowa limited partnership

By: Union at the Marina GP, LLC,
an Indiana limited liability company,
its General Partner

By: _____
Kyle D. Bach
Its: General Manager

1/7/26
Date

CITY ACKNOWLEDGMENT & CONSENT

I have read and understand the above information provided to us. The City consents to the Option chosen by Union at the Marina as the path forward for this disposal action. All parties agree and acknowledge that the City of Dubuque is the customer for the preparation of the disposal package and therefore retains all decision-making authority ordinarily reserved to the customer; provided, however, the City of Dubuque shall not approve costs in excess of those identified in Option A above without the prior written consent of Union at the Marina, LP.

CITY OF DUBUQUE

_____
By: Michael C. Van Milligen, City Manager

01/09/2026
Date

Please return one (1) copy of this letter along with your remittance of payment in and maintain the other copy for your records.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Engineering Department
50 W13th Street
(address)
Dubuque, IA 52001
Phone # 568.581.6141

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 The Painter Lady, LLC
(Vendor Name)
Potosi, Wisconsin
(Vendor Address - City and State)

PROJECT TITLE:

Paint walls in Room 208B and Base Cabinet Faces in Room 208 (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:

Painting walls with in Room 208B with owner supplied SW Super Paint 7636 "Origami White" in satin finish for main field color and 9148 "Smoky Azurite", in satin finish as an accent color on the North wall.

Priming and painting of exposed areas, face frames and doors of base cabinets on west wall of Room 208 using contractor supplied SW Trim/ Cabinet Emerald Urethane in color, SW9179 "Anchors Aweigh" and appropriate primer

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

City Hall - 50 W. 13th Street, Dubuque, IA

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 February 15, 2026 (date)

7. Indemnification; Liability for City Damage

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

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 2,060.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/10/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

The Painter Lady, LLC
Company Name

By: Lydan Heas 1/6/26
Signature — Date

Lydan Heas
Printed Name

Owner
Title

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box

☑ Estimate under $25,000.00

☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Elevated Landwrx (Contractor) at
(Contractor Name)
2830 Danlin Ct. Dubuque, IA 52002
(Contractor's Address - City and State)

PROJECT TITLE: City Property Maintenance of Tree Clearing, Brush Mowing, and Site Restoration Work
(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:
Tree, brush, and sapling removal as identified by provided maps and site visits based on general maintenance needs and citizen complaints.

The work described above shall be completed at the following location(s):
Areas and locations to be determined by city Engineering.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑X 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 December 30th, 2026 (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. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, 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 Contract.

12. 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 obligations under this Contract, including but not limited to the laws outlined in Exhibit __, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

    When Applicable:

    Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, 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 durations of the term(s) of this Contract.

13. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.

14. 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

15. The City is exempt from federal excise tax and Iowa sales tax.

16. 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.

17. 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.

18. 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.

20. 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.

X☑ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: $ 24,800.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/12/2026
Michael C. Van Milligen — Date
City Manager

CONTRACTOR:

Elevated Landwrx
Company Name

By: [signature] 1-5-2026
Signature — Date

Brandon Avenarius
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: NA_____

By:_____

Its:_____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	THEODORE J BORELLI 2625 JOHN F KENNEDY RD DUBUQUE IA 52002	CONTACT NAME:	
		PHONE (A/C, No, Ext): 563-583-7300	FAX (A/C, No):
		E-MAIL ADDRESS: TED.BORELLI@FBFS.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Western Agricultural Insurance Company	27871
INSURED	ELEVATED LAND WRX LLC DBA:ELEVATED LAND WRX LLC 2830 DANLIN CT DUBUQUE IA 52002-2913	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	AMP 6010265	03/01/25	03/01/26	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS – COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	AMP 6010265	03/01/25	03/01/26	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	AMP 6010265	03/01/25	03/01/26	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE – EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY AND NON-CONTRIBUTING AND WAIVER OF SUBROGATION PROVISIONS HAVE BEEN ENDORSED ONTO THIS POLICY SUBJECT TO ALL POLICY PROVISIONS AND ALL APPLICABLE LAWS. INCLUDES CG2037 AND CG2504

CERTIFICATE HOLDER

CITY OF DUBUQUE
50 W 13TH ST
DUBUQUE IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

© Insurance Services Office, Inc., 2015

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) **$** 3.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Commercial General Liability
Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses **80 %**
(Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2020

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

© Insurance Services Office, Inc., 2020

AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ViDL SOLUTIONS

THIS AGREEMENT, dated for reference purposes this _____ day of _____, 2023, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City is in need of professional/technical services and Consultant represents it is duly qualified and willing to perform the services set forth in this Agreement.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SCOPE OF SERVICES.

Consultant agrees to perform the following services for City and to perform such services in a timely and satisfactory manner. Consultant agrees to allow City to interview and accept or reject the participation of all proposed trainers who are not full time consultants with Consultant.

Project Manager for Consultant will be Co-Founder Rebecca Johnson. Project Manager for City will be Assistant City Manager Cori Burbach. Logistics, scheduling and other project management details for the two organizations will be managed by these two individuals.

Throughout the project, Consultant will meet with Project Manager Burbach and/or Core Team on a monthly basis to review project goals and progress. Consultant shall submit to the Core Team a monthly progress report. The summary shall contain four sections. The first section shall list major events that have occurred since the last report submittal. The second section shall list work that will be accomplished in the upcoming weeks. The third section shall list critical items that need immediate attention. The last section shall identify all items that need to be addressed by City.

<u>Phase I. Organizational Review & Analysis</u>

A. Review occurs between April 1, 2023 and April 30, 2023.

B. Consultant to conduct kickoff meeting with Core Team, review relevant quantitative and qualitative data, and conduct 1:1 conversations with Core Team members.

C. Core Team members to participate in 1:1 conversations, kickoff meeting, and discussions regarding the data collected.

Phase 2: Workplan Development

A. Phase 2 to be completed by June 15, 2023.

B. Consultant to develop strategic plan with recommendations for training, team building, individual professional development, policy and process updates.

C. Core Team members to review recommendations presented by Consultant, discuss action steps and prepare to agreed up on initiatives.

Phase 3: Training & Team Building, Individual Coaching (concurrent)

A. Phase 3 to be completed by August 30, 2024.

B. Consultant to:

1. Conduct at least six (6) full day, in-person trainings/team building sessions for all City department managers.

2. Conduct small group sessions based on shared, identified professional development goals.

3. Offer recommendations to Core Team regarding next steps for team or individual professional development throughout the Phase.

4. Conduct individual professional development opportunities for all City department managers. These opportunities will include, at a minimum the use of one comprehensive professional assessment tool for each department manager.

5. Provide individual coaching sessions for department managers not to exceed six (6) sessions per 27 department managers for a total of 162 sessions. The allocation of sessions to individual department managers will be based on professional development plans identified by the individuals, and not necessarily evenly distributed across all managers.

6. As the delivery of customized solutions such as training, team building and coaching are being delivered on an ongoing basis over a period of 12 months, additional work will likely be necessary to operationalize other changes in the city. During this time, Consultant will meet with the Core Team in a consultative manner

as needed to help steer the direction of these operational changes and execute the workplan.

C. All City department heads to:

1. Complete initial coaching intake form and professional assessment tool.

2. Engage fully in coaching sessions and team trainings/sessions unless excused by City Manager or Assistant City Manager

3. Complete practical application assignment(s) between coaching and training sessions when they have chosen to commit to one.

Phase 4: Final Report & Sustainability Efforts

A. Phase 4 to be completed by April 30, 2025.

B. Consultant to provide a written report to the Core Team outlining work completed, best practices in building and maintaining healthy organizational culture and recommended next steps for sustainability.

SECTION 2. TIME OF COMPLETION.

Consultant shall complete all phases of the Project by April 30, 2025.

SECTION 3. GENERAL TERMS.

A. CHANGE IN SCOPE OF SERVICES. No change in scope shall be permitted during this project without the prior written agreement of both parties.

B. 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 Consultant. These personnel may also be changed for other reasons however, in either case, City 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 City.

C. INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury

to or destruction of property (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 Consultant, Consultant's subcontractor, or anyone directly or indirectly employed by Consultant or Consultant subcontractor or anyone for whose acts Consultant or Consultant'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.

D. TERMINATION. City may terminate this Agreement, with or without cause, upon delivering fourteen (14) days written notice to Consultant.

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

F. SUBLETTING, ASSIGNMENT OR TRANSFER. Subletting, assignment, or transfer of all or part of the interest of Consultant in this Agreement is prohibited unless written consent is obtained from and approved by City.

G. EMPLOYEMENT PRACTICES Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

1. To discharge or refuse to hire any individual because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

2. To discriminate against any individual in terms, conditions, or privileges of employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

H. Consultant agrees to furnish, upon termination of this Agreement and upon demand by City, copies of all basic notes, reports, charts, computations, and any other data prepared or obtained by Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this

Agreement. In such event, Consultant shall not be liable for City's use of such documents on other projects.

I. City agrees to tender to Consultant all fees in a timely manner, excepting, however, that failure of Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for City to withhold payment of an amount determined by City to be sufficient to properly complete the Project in accordance with this Agreement.

J. If any part of this Agreement is found invalid, it is agreed that the remaining parts shall be deemed severable and shall continue in full force and effect.

SECTION 4. CONFIDENTIAL INFORMATION.

Consultant agrees that all business, personnel, technical, creative and financial information Consultant learns or obtains during the period over which it is providing services that relate to City or that are received by or for City in confidence, constitute “Confidential Information” Consultant will hold in confidence and, except in performing the services for City, not disclose or allow to be disclosed. Consultant also recognizes and agrees that Consultant personnel have no expectation of privacy with respect to City’s telecommunications, networking or information processing systems and that their activity and any files or messages on or using any of those systems may be monitored at any time without notice at City’s premises. Consultant agrees to keep the Confidential Information confidential and will not at any time during the term of this Agreement or any time thereafter divulge Confidential Information in any manner to any person other than Consultants employees or agents with a legitimate need to know in order to perform services for City.

Confidential Information does not include any information that: i) is or becomes within the public domain through no act of Consultant, ii) was in the possession of Consultant prior to its disclosure under this Agreement as shown by written records, iii) is independently developed by Consultant without reference to any Confidential Information, iv) is received from a source other than the City or its affiliates, employees, agents, subcontractors or consultants without any restriction on its use or disclosure, as shown by written record, or v) is required by law to be disclosed in the written opinion of City’s legal counsel.

SECTION 5. COMPENSATION FOR SERVICES.

Consideration for all services performed and goods or materials supplied by Consultant pursuant to this Agreement shall be paid by City as follows:

A. Compensation not to exceed One Hundred Forty Seven Thousand One Hundred Dollars ($147,100). Compensation shall be spent within the phases described in Consultant's Project Cost Estimate unless reallocation of costs is agreed upon in advance by City and Consultant in writing.

B. Reimbursement for travel and subsistence expenses actually and necessarily incurred by Consultant in performance of this Agreement in addition to those Travel Per Unit costs already identified in Consultant's Project Cost Estimate must be approved in writing and in advance of travel by City.

C. The **total obligation** of City for all compensation and reimbursement to Consultant shall not exceed One Hundred Forty Seven Thousand One Hundred Dollars ($147,100).

SECTION 6. INSURANCE.

Consultant shall provide insurance as described in the attached Insurance Schedule at all time during the performance of this Agreement.

CITY OF DUBUQUE, IOWA	**ViDL SOLUTIONS**
By:_____	By: RSJ
Title:_____	Title: Co-founder, Chief Integrator
Date:_____	Date: January 9, 2026

ATTEST:_____

INSURANCE SCHEDULE

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 certificate of insurance.

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 mutual agreement of the parties.

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.

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

INSURANCE SCHEDULE J (continued)

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 Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $1,000,000

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 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 is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

AMENDMENT #1

THIS AMENDMENT, dated for reference purposes this _19_ day of __Dec____, 2023, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City and Consultant continue to work to achieve the original scope of services identified in this Agreement, to be completed by August 30, 2025, and

WHEREAS, the City and Consultant agree that in addition to the current work being completed by the City's 27 department managers, in order for the desired organizational change goals to be achieved, work must include the City's Leadership Team, which currently totals 110 supervisors and leaders across all departments

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SCOPE OF SERVICES.

Phase 5: Training & Team Building of Leadership Team members

A. Phase 5 to begin in May 2024, run concurrently to Phases 1-4 with department managers, identified in the original contract, and be completed by May 2025.

B. Consultant to:

1. Conduct at least three (3) full day, in-person trainings/team building sessions for all City leadership team members who are not part of the department manager group. The leadership team will be divided in cohorts to complete these sessions so that Consultant trainers will deliver up to nine (9) full days of training in Dubuque. Topics will include but not be limited to foundations of cultural understanding, courageous communication and accountability, and inclusive leadership.

2. Offer recommendations to Core Team regarding next steps for team or individual professional development throughout the Phase.

SECTION 2. COMPENSATION FOR SERVICES.

The **total obligation** of City for all compensation and reimbursement to Consultant for this new scope of work shall not exceed $100,000.

CITY OF DUBUQUE, IOWA **ViDL SOLUTIONS**

By: Cori Burbach ___ By: _____

Title: Assistant City Mgr_____ Title: _____

Date: 1.5.24 Date: _____

ATTEST:_____

AMENDMENT #3

THIS AMENDMENT, dated for reference purposes this _ day of _____, 2026, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City and Consultant have completed the original scope of organizational culture work agreed upon, and

WHEREAS, the City will continue to work with the Consultant to train and certify staff capable of delivering Foundations of Culture content through the Consultant's CultureJourney Practitioner Certification or other similar coursework, and

WHEREAS, the City desires to continue working with the Consultant to access executive coaching and facilitator services where an outside perspective or highly-skilled and trained coach would be beneficial,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SECTION 1, SCOPE OF SERVICES IS AMENDED TO ADD PHASE 6 AS FOLLOWS:

Phase 6: CultureJourney Practitioner Certification, Foundation of Culture Certification.

A. Fee for Services: Individual and Team Coaching and Facilitated Conversations. The Consultant will provide the following services at the rates described below.

WHAT	FEE
Full day* (more than 5 hours) Training or Facilitated Conversation *This time can be used in a variety of ways for the same price: one long session with one group, two half-day sessions with two groups, two shorter sessions plus meeting with people individually, etc. Maximum 8 hours of working time.	In-person: $7,800 ($6,000 plus flat travel rate of $1800) Virtual: $5,500
Half-day* (3 to 5 hours) Training or Facilitated Conversation	In-person: $6,800 $5,000 plus travel Virtual: $4,500
Less than 3 hours Training or Facilitated Conversation *Recommended only for virtual work so travel doesn't become cost-prohibitive	Virtual: $150 per hour
Coaching	$300 per session
Consulting or Discovery sessions	$250/hour
Administrative work	$150/hour

*Administrative work includes: internal planning meetings, compiling data or customizing reports, etc. Admin time is only billed for significant work that requires more than 30 minutes of time.	

B. The Consultant will provide ongoing individual coaching for department managers and leadership team members and will report regularly to City Project Manager regarding organizational themes and to ensure services stay within budget parameters.

C. The Consultant will also offer the opportunity for City staff to participate in the CultureJourney Practitioner Certification. The fee for individuals to become certified will be considered separately and is not included in the total obligation amount below.

SECTION 2. SECTION 5 IS AMENDED TO READ AS FOLLOWS:

Section 5. COMPENSATION FOR SERVICES.
The **total obligation** of City for all compensation and reimbursement to Consultant for this new scope of work shall not exceed $60,000 in Fiscal Year 2026.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen

Title: City Manager

Date: 01/08/2026

ViDL SOLUTIONS

By: _____

Title: Co-founder, Chief Integrator

Date: January 9, 2026

ATTEST: Adrienne N. Breitfelder

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Dept: Engineering
50 W. 13th Street
Dubuque, IA 52001
Phone # 563.581.6141

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 A&G Electric (Vendor) at
(Vendor Name)
Dubuque, IA
(Vendor Address - City and State)

PROJECT TITLE: FY26 Electrical Installation and Repair Service Contract
(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:

Perform various Electrical Installation and Repair Services (on demand) to city owned facilities including but not limited to:

Troubleshooting and repair of Electrical service

Installation of Electrical service and branch circuits

Installation and/or repair of electrical fixtures

Services to be invoiced as tasks are preformed.

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

Federal Building - 350 W 6th Street, City Hall Annex - 1300 Main Street, Old Engine House - 1805 Central Ave

City Hall - 50 W13th Street, Multicultural Family Center - 1157 Central Ave, 7850 Chavenelle 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
   June 30, 2026
   _____.
   (DATE)

7. Indemnification; Liability for City Damage

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

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☑ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 20,000

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/15/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

A&G Electric
Company Name

By: Bob Curtis 1/5/2026
Signature — Date

Bob Curtis
Printed Name

VP Operations
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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 563-587-5000 **FAX (A/C, No):** 563-583-7339 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Western National Assurance — 24465 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED A&GELEC-01 Grobstick Electrical, Inc. d/b/a A & G Electric 10501 Rte 3 Dubuque IA 52001	

COVERAGES **CERTIFICATE NUMBER:** 1654381470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CPP 1354538 00	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP 1354098 01	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1058717 00	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 1041868 00	12/1/2024	12/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: FEDERAL BUILDING – WORKSHOP - UPDATE POWER AND LIGHTING

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 are additional insured on the General Liability policy including ongoing and completed operations and on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The General Liability, Auto Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The Umbrella or Excess policy is follow form subject to all terms and conditions of the policy. A 30-day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability policy. The General Liability policy includes a Preservation of Governmental Immunities Endorsement in favor of the City of Dubuque.

CERTIFICATE HOLDER	**CANCELLATION**
City of Dubuque Engineering Department 50. W. 13th Street Dubuque IA 52001	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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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 CrossFit Dubuque
(Vendor Name)
3080 Cedar Cross Court, #102, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: Physical Training For The New Hire Academy

(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 physical training for the new hire academy

The work described above shall be completed at the following location(s):
CrossFit Dubuque, 3080 Cedar Cross Court, #102

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 $ 1,650.00

CITY OF DUBUQUE, IOWA

By: _____ 01/15/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

CrossFit Dubuque
Company Name

By: Tammi Saunders 1/8/2026
Signature — Date

Tammi Saunders
Printed Name

Onwer/ Head Coach
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 1/6/2026_____.

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.

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.

C) POLLUTION LIABILITY

Coverage required: ___ Yes X 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(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: X 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 X 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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Water Department
1902 Hawthorne Street
(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 Modus Engineering
(Vendor Name)
214 East 4th Street, Waterloo, IA 50703
(Vendor Address - City and State)

PROJECT TITLE:

Eagle Point WTP Boiler Replacement Project - Study Phase (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:

Project Management and Study related to initial efforts to appropriately size a system to replace the two boilers.
The Study Phase will identify heating demands to appropriately size the boilers and process demand has changed since initial installation.
The study will evaluate if the current space is adequate to enable a retrofit, or if a new remote location outside of the existing building
extents will be required. It will also evaluate if the currently separate systems at the sludge plant and main plant can be effectively combined.
The specifics of the scope are as described in the proposal letter dated December 18, 2025.

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

Eagle Point Water Treatment Plant (1902 Hawthorne Street, Dubuque, Iowa 52001)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ Insurance Schedule G – Vendors

  ☑ Insurance Schedule J – Professional Services
- Other:

  _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before June 30, 2026 (date)

7. Indemnification; Liability for City Damage

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

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 17,960.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/15/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Modus Engineering
Company Name

By: Mike Brocka Digitally signed by Mike Brocka DN: C=US, E=mbrocka@modus-eng.com, CN=Mike Brocka Date: 2026.01.13 10:57:58-06'00' 1/13/2026
Signature — Date

Mike Brocka
Printed Name

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 B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

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

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

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

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

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

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

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

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

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

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

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ___ No

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

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE G

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.

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.

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(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes ___ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver 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. Engineer 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 # Eagle Point WTP Boiler 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.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

_x__ 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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
_____ Department

_____
(address)
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

(Vendor) at Neiland Refrigeration
(Vendor Name)

(Vendor Address - City and State)

PROJECT TITLE: Grand River Center Walk-In Cooler Compressor Replacement

(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:

the replacement/repair of the walk-in cooler compressor (quote attached)

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

Grand River Center

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 01/23/2026 (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 $ 7,504.48

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/15/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

NIELAND REFRIGERATION
Company Name

By: _____ 01/13/20
Signature — Date

RICH NIELAND
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.

Thursday, November 13, 2025

City of Dubuque
City of Dubuque Recognition Day
Jenny Messerich
City Hall, 50 W 13th Street
Dubuque, Iowa
52001

Dear Jenny Messerich,

Thank you for choosing the Grand River Center to host City of Dubuque Recognition Day! We are looking forward to assisting you with the details to make your event a memorable experience for you and your attendees.

Please review this agreement carefully, sign, and return. Once signed, we will counter-sign and send you a copy for your records.

Upon completion of the booking process, we will work with you on the details of your event, including scheduling, setups, catering, audio/visual services, and much more.

If you have any additional questions, please do not hesitate to reach out to me.

Thanks again,

Sincerely,
Rachel Clisch
Director of Sales and Marketing
Grand River Center- proudly managed by Oak View Group
Email: rachel.clisch@oakviewgroup.com
Phone: 563.239.9301

EVENT TIMELINE

Date	Time	Function	Space	Setup	AGR
Thu, 5/7/2026	7:00 AM-7:30 AM	Client Arrival	Exhibit Hall B		
	7:00 AM-7:30 AM	Set Up	Exhibit Hall B		
	7:30 AM-8:15 AM	Registration	Exhibit Hall Prefunction		
	7:30 AM-11:00 AM	Vendors	Exhibit Hall Prefunction		
	8:15 AM-9:30 AM	Breakfast	Exhibit Hall B		500
	8:30 AM-10:30 AM	Program	Exhibit Hall B		
	11:00 AM-12:00 P	Tear Down	Exhibit Hall B		

VENUE RENTAL

Date	Time	Room	Price	Discount	Total
5/7/2026	7:00 AM - 12:00 PM	Exhibit Hall B	$2,000.00	$2,000.00	$0.00
5/7/2026	7:00 AM - 12:00 PM	Exhibit Hall Prefunction			

Subtotal			$2,000.00
Less Discounts			$2,000.00
	Flat Discount	$2,000.00	
Rental Total			**$0.00**

ITEM CHARGES

Catering

Time	Item/Title	Qty/Price	Subtotal
	Food and Beverage Minimum	1 Each @ $10,000.00/Each	$10,000.00
	(exclusive of the then-current Management Charge, which is currently at 22% but subject to increase, and cash sales.)		

Subtotal			$10,000.00
Catering Total:			**$10,000.00**
Item Charges Total			**$10,000.00**

EVENT SUMMARY

Event Charges			$12,000.00
Less Discounts			$2,000.00
	Flat Discount	$2,000.00	
Subtotal			$10,000.00
EVENT TOTAL			**$10,000.00**

This License Agreement (the "**Agreement**") is between **(i)** Oak View Group ("**Operator**") as agent on behalf of the City of Dubuque, Iowa **("Owner")**, and (**ii**) the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the below Standard Terms and Conditions.

1. **Grant of License; Licensed Premises.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.

2. **Term**. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. **Duties of Operator**. Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):

   (a) Staffing. Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper and safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff, and other necessary support services customarily provided by Operator for a like event, as applicable; and

   (b) Additional Requested Items and Services. Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

   It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. **Food and Beverage.** The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.

   (a) Food & Beverage Fee. Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.

   (b) Banquet Event Order. No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 5 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum, the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.

   (c) All catered events are subject to a Management Charge that will be assessed at the rate in effect at the time of any event. While that rate is currently set at 22% of the goods and services provided, it is subject to increase by up to an additional 2% (to 24%) upon notice to Licensee. This Management Charge is the sole property of the food/beverage service company or the venue owner/operator, as applicable, and is used to cover costs and expenses in connection with the catered event and administration of the event (excluding employee tips, gratuities, and wages), and is not charged in lieu of a tip or gratuity. For avoidance of doubt, the Management Charge is not a tip or gratuity,

nor is it purported to be a tip or gratuity for any employee who provides services to guests (e.g., wait staff employee, service employee, service bartender, and the like), and no part of the Management Charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests.

5. **Fees; Deposits.**

   (a) License Fee. Licensee shall pay Operator the following amounts (collectively, the "**Fee**"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

      1. Base License Fee; *plus*
      2. F&B Fee; *plus*
      3. Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

   (b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, or certified check on the day of the Event, unless otherwise agreed by Operator in advance.

   (c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. **Event Requirements.** Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 30 days prior to the Event (or, if this Agreement is executed less than 30 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "**Event Plan**"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after they have been provided to Operator, and Operator incurs additional costs or expenses as a result of such changes, Licensee shall be solely responsible for such additional costs and expenses at Operator's prevailing rates. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "**Fire Department**"), as applicable, and by the Operator.

7. **Advertising and Promotion.** Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that **(i)** it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and **(ii)** that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. **Permits and Licenses.** Prior to the Event, Licensee shall procure, at its expense **(i)** all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event, including, without limitation, any licenses, permits, or approvals required by the Fire Department, and **(ii)** all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. **Indemnification; Limitation on Liability; No Warranties; Risk of Loss.**

   (a) Indemnification. Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants, and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities, and expenses, including, without limitation,

reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from **(i)** any breach of this Agreement by Licensee, **(ii)** the exercise by Licensee of the privileges herein granted, or **(iii)** the acts or omissions, or violation of any applicable law, rule, regulation, or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**").

(b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.

(c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

(d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to any person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident, or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.

(e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. **Insurance.**

(a) Required Coverage / Required Terms. Licensee shall, at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.

(b) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any of the Licensee Parties from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee. **IN THE EVENT OF SUCH TERMINATION BY OPERATOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY OPERATOR TO LICENSEE, AND OPERATOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY OPERATOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.**

(c) Non-Compliance. In the event that Licensee fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. **Use of the Licensed Premises.**

(a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface, or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.

(c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.

(d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises, and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests, and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Facility Parties on account

thereof.

(e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.

(f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.

(g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, creed, marital status, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, or handicap, except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Licensed Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate(s) required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. **Loss of Use of Facility; Force Majeure.**

(a) "Event of Force Majeure" Defined. "**Event of Force Majeure**" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) Loss Affecting the Facility or Event of Force Majeure Affecting Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives, or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

15. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event no Deposit refund shall be made. Additionally, and unless otherwise indicated by Section 14 above, Licensee shall be obligated to pay the full amount of the Fee contemplated to be due hereunder had the Event actually occurred, including without limitation the F&B Fee. The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have, at law or in

equity, in the event of a breach or cancellation of this Agreement by Licensee.

16. **Miscellaneous.**

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, and ordinances, as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement, or the conduct, acts, omissions, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.

(e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(i) Attorneys' Fees. In case any suit or action is instituted by Operator to enforce compliance with this Agreement, including all appeals, Operator shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.

(j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understandings, or communications between the parties, whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

ACCEPTED AND AGREED:

City of Dubuque		**Oak View Group** **as agent on behalf of City of Dubuque, Iowa**	
By:	Michael Van Milligen	By:	General Manager
Print Name:	Michael C. Van Milligen		
Title:	City Manager	Date:	1.15.26
Date:	01/15/2026		

Exhibit A

Insurance Obligations

Licensee shall obtain, at its own cost and expense, the following insurance:

(a) CGL Coverage. Licensee shall obtain commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including operations of Licensee as contemplated by this Agreement), and Licensee's contractual undertaking of liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars ($1,000,000.00) for bodily injury, property damage and personal injury, with a Two Million Dollars ($2,000,000) General Aggregate.

(b) Workers' Compensation Coverage. Licensee shall maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

(c) Automobile Liability Coverage. If Licensee is operating or causing the operation of vehicles on the premises of the Facility, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars ($500,000.00) per accident, combined single limit for personal injury and property damage.

Additional Terms:

- Other than in connection with workers' compensation policies, all such insurance shall name **Oak View Group** and **City of Dubuque, Iowa** as additional insureds. The naming of City of Dubuque,, Iowa as an additional insured shall not constitute a waiver of the defenses available to City of Dubuque, under Chapter 670 of the Code of Iowa.
- **Certificates of Insurance**. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above.
- Insurance policies shall be issued by insurance companies authorized to do business by the State of Iowa and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and in the event of a non-payment of premium by Licensee, shall issue 10 days' prior written notice to Operator.
- Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Facility Parties hereunder.
- All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 13.

ITEM TITLE:	Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Offset Construction LLC for the Rockwood Court Storm and Sanitary Sewer Repairs.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Rockwood Ct Storm Sewer Repair Project Contract Bond

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box
☐ Estimate under $25,000.00
☒ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Offset Construction LLC (Contractor) at
(Contractor Name)
9126 N. Pleasant Grove Rd. Farely, IA 52046
(Contractor's Address - City and State)

PROJECT TITLE: Rockwood Court Storm and Sanitary Sewer Repairs, Dubuque
(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:
Replace damaged storm sewer and sanitary sewer utilities in City easement area behind 768 and 756 Rockwood Court. This include improvements to drainage ditch from storm outlet downstream. All utility repairs must be completed by January 30, 2026 weather pending and all site restoration work be completed by May 15, 2026. Offset Construction was low bid out of four bidders.

The work described above shall be completed at the following location(s):
Utility easement area between Rockwood Court and Carriage Hill Court.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☒ Yes ☐ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.

5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before January 30, 2026 and final restoration May 15, 2026
(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. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, 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 Contract.

12. 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 obligations under this Contract, including but not limited to the laws outlined in Exhibit ___, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

   When Applicable:

   Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, 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 durations of the term(s) of this Contract.

13. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.

14. 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

15. The City is exempt from federal excise tax and Iowa sales tax.

16. 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.

17. 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.

18. 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.

20. 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.

[X] 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: $ 34,238.00

CITY OF DUBUQUE, IOWA

By: _____ 01/02/2026
Michael C. Van Milligen — Date
City Manager

CONTRACTOR:

Offset Construction LLC
Company Name

By: _____ 12-22-25
Signature — Date

Javed Demmer
Printed Name

MM
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: Offset Construction LLC

By: _____

Its: Owner

Date: 12-22-25

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of 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.).

Bond No. 54270203

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Offset Construction LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, 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 Thirty-four Thousand Two Hundred Thirty-eight & 00/100 dollars ($ 34,238.00), 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 Rockwood Court Storm and Sanitary Sewer Repairs, Dubuque, IA Project detail the following described improvements:

Replace damaged storm sewer and sanitary sewer utilities in City easement area behind 768 and 756 Rockwood Court. This includes

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

improvements to drainage ditch from storm outlet downstream. Utility easement area between Rockwood Court and Carriage Hill Court.

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:

Not Required
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Offset Construction, LLC
Contractor

By: _____
Signature

Printed Name

Co Owner
Title

FORM APPROVED BY:

Representative for Owner

SURETY:

United Fire & Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zachary R. Fuller, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number



NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, JOHN CORD, KATE ZANDERS, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY R. FULLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0049 1217

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
OFFSET CONSTRUCTION, LLC
9126 N PLEASANT GROVE RD
FARLEY, IA 52046-9721

COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	1926398	04/02/2025	04/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1926398	04/02/2025	04/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1926402	04/02/2025	04/02/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1926401	04/02/2025	04/02/2026	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
50TH W 13TH STREET
DUBUQUE, IA 52001

20

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Zoeve

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		OFFSET CONSTRUCTION, LLC 9126 N PLEASANT GROVE RD FARLEY, IA 52046-9721
POLICY NUMBER SEE CERTIFICATE # 2.0		
CARRIER SEE CERTIFICATE # 2.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 2.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: ROCKWOOD COURT STORM AND SANITARY SEWER REPAIRS, DUBUQUE IA.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES 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.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE SUBJECT TO THE CONDITIONS OF THE WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Dubuque Engineering Department 50th W 13th Street Dubuque, IA 52001	See IL-F-40-00002
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Offset Construction, LLC
9126 N Pleasant Grove Rd
Farley, IA 52046-9721

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IL-F-40-00002 Extension Endorsement

Any coverage provided by this endorsement applies only to Project: Rockwood Court Storm and Sanitary Sewer Repairs, Dubuque IA. Subject to the terms and conditions of the policy, Additional Insureds also includes 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Dubuque Engineering Department 50th W 13th Street Dubuque, IA 52001	See IL-F-40-00003
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Offset Construction, LLC
9126 N Pleasant Grove Rd
Farley, IA 52046-9721

© Insurance Services Office, Inc., 2018

IL-F-40-00003 Extension Endorsement

Any coverage provided by this endorsement applies only to Project: Rockwood Court Storm and Sanitary Sewer Repairs, Dubuque IA. Subject to the terms and conditions of the policy, Additional Insureds also includes 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s):
City of Dubuque Engineering Department 50th W 13th Street Dubuque, IA 52001
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured: Offset Construction, LLC
9126 N Pleasant Grove Rd
Farley, IA 52046-9721

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 04/02/2025 at 12:01 A.M. standard time, forms a part of

Policy No. 1926401

Issued to Offset Construction, LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Nicholas R. Zoeven

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, New Hampshire, or New Jersey.

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 14.

ITEM TITLE:	Request for Qualifications for a fundraising campaign consultant for restoration at Eagle Point Park
SUMMARY:	City Manager recommending City Council approval to distribute the enclosed Request for Qualifications (RFQ) with the purpose of engaging a fundraising consultant for the restoration of the Alfred Caldwell-designed buildings at Eagle Point Park, a collaboration under the Parks and Recreation and Planning Services Departments.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Request For Qualifications for Eagle Point Park
4. Eagle Point Park Historic Structures Report

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for Qualifications for a fundraising campaign consultant for restoration at Eagle Point Park

DATE: January 14, 2026

Planning Services Director Wally Wernimont is recommending City Council approval to distribute the enclosed Request for Qualifications (RFQ) with the purpose of engaging a fundraising consultant for the restoration of the Alfred Caldwell-designed buildings at Eagle Point Park, a collaboration under the Parks and Recreation and Planning Services Departments.

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
Wally Wernimont, Planning Services Director
Chris Happ Olson, Assistant Planner
Matt Kalcevich, Parks and Recreation Director
Jenny Larson, Chief Financial Officer
Randy Gehl, Public Information Officer
Anderson Sainci, Director of Strategic Partnerships
Tony Breitbach, Purchasing & Risk Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: Request for Qualifications for a fundraising campaign consultant for restoration at Eagle Point Park

DATE: January 14, 2026

INTRODUCTION

The purpose of this memo is to request City Council approval to distribute the enclosed Request for Qualifications (RFQ) with the purpose of engaging a fundraising consultant for the restoration of the Alfred Caldwell-designed buildings at Eagle Point Park, a collaboration under the Parks and Recreation and Planning Services Departments.

BACKGROUND

In 2024, the City of Dubuque undertook a project, with assistance from the Jeffris Family Foundation, to develop a Historic Structures Report (HSR) for the historic Alfred Caldwell designed structures (Bridge Complex, Veranda Rooms and the Indian Room) and their immediate environs. That work resulted in an extensive HSR with recommendations for restoration, recommendations for further investigation (structural, material and environmental), and a cost estimate for implementation. This fall, we engaged Wiss, Janney, Elstner Associates, Inc (WJE), a firm of engineers, architects and material scientists specializing in the investigation, analysis, testing, and design of repairs for historic buildings, to take on the structural and material scope, while Environmental Management Services of Iowa, Inc. (EMSI) took on the environmental scope. EMSI's work is completed and WJE continues their work, including developing a cost estimate for that additional scope.

The Jeffris Family Foundation has expressed interest in helping support the next capital phase to help restore those structures with a Challenge Grant from the foundation. Work like this, surveys and protection of historic properties help bolster our position as a Certified Local Government. Eagle Point Park, recognized for its state-wide significance and protected as a Dubuque Landmark Site, is an unparalleled example of Caldwell's work. These properties need specialty assistance in regard to restoration and in turn, their restoration will require fundraising capacity that is beyond that of the City staff.

DISCUSSION
The City of Dubuque seeks a qualified consultant team to undertake this project and requests approval for the release of the RFQ. Assistant Planner Chris Happ Olson serves as the Project Coordinator.

A qualified consultant will have the experience of running multimillion dollar fundraising campaigns that are a mix of individual, foundation, and grant solicitation. They will have experience with raising funds in Dubuque and the capacity to take on this project over the specified term, which runs through June of 2029. The RFQ further outlines the specifications of the project and qualifications.

BUDGET IMPACT
The Jeffris Foundation has strict rules about the use of their funds, which are specifically designed to serve as a "challenge" opportunity for the grantee. Therefore, if awarded, we would be required to raise a minimum of two dollars for every one dollar granted. The foundation can grant up to a million dollars toward a single project, but that is rare.

Wiss Janney Elstner, the firm that produced our Historic Structures Report for the site, is still developing cost estimates based on the B-scope. For discussion purposes, if the project totals $2,400,000, we would be required to raise $1,600,000 for the $800,000 grant. Grant specifications would include that the City cannot use budgeted funds as a match and that any matching funds would need to be secured following the foundation's grant award.

Based on research to date and projecting a budget that will likely not start until 2029, we anticipate the implementation phase of the project will be within $2 - 2.5 million dollars.

Timeline	Phase Title	Consultant	Cost	Budget Source
2025	Historic Structures Report (HSR)	Wiss Janney Elstner & Julia Bachrach	$125,000	$50,000 Jeffris Family Foundation, $75,000 Parks & Rec budget
2025-2026	Additional Investigation	Wiss Janney Elstner; EMSI, City Staff	$40,000 WJE; $1,800 EMSI	Parks & Rec budget
2026-2029	Fundraising Consultant for 3 year capital campaign	*The purpose of the RFQ is to identify a consultant*	*Not requested in RFQ process; includes fundraising fee and related costs*	*To be determined*
2029-2031	Restoration – project implementation	*Contractor to be chosen after campaign*	*Still in development under additional investigation*	Grants, individual and corporate donors, foundations

TIMELINE
Our goal is to identify a qualified consultant by April 1, following review and approval by City Council, and report back to the Jeffris Foundation at that time to confirm our capacity and interest. We anticipate sending the RFQ out on January 22 and receiving responses by February 11. The Jeffris Foundation anticipates making awards in July, and we would have three years from that date to complete the fundraising campaign, after which the project would proceed.

RECOMMENDATION
I respectfully request authorization to release the Request for Qualifications for the Fundraising Campaign for the Restoration at Eagle Point Park.

Prepared by Chris Happ Olson, Assistant Planner

enclosures: Request for Qualifications
Historic Structures Report

cc: Crenna Brumwell, City Attorney
Matt Kalcevich, Parks and Recreation Director
Jenny Larson, Chief Financial Officer
Randy Gehl, Communications Department Director
Anderson Sainci, Director of Strategic Partnerships
Tony Breitbach, Purchasing & Risk Manager
Chris Happ Olson, Assistant Planner

T:\Grants\Parks & Rec\Active\2026 Jeffris Family Foundation - Challlenge\RFQ - development and committee\RFQ Review Committee and Release - EPP Fundraising - MVM memo.docx

REQUEST FOR QUALIFICATIONS (RFQ)

THE CITY OF DUBUQUE *Masterpiece on the Mississippi*	**ISSUE DATE:** January 22, 2026 **CONTACT:** Chris Happ Olson **PHONE NO:** 563-589-4387 **EMAIL:** colson@cityofdubuque.org
SUBMIT PROPOSAL/OFFER PRIOR TO: **CLOSING DATE: February 11, 2026** **CLOSING TIME: By 5:00 pm (local time)**	SUBMIT TO: **See Section 8.0** FAX NOT ACCEPTED

DESCRIPTION:

Fundraising Campaign Consulting Services

RECEIPT OF PROPOSALS

☐ **ACKNOWLEDGEMENT**

If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as confirmation that you received this RFP.

☐ **NO RESPONSE REPLY**

If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:	DATE:
MAILING ADDRESS:	
CITY/STATE:	ZIP CODE:
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE OF AUTHORIZED REPRESENTATIVE:	
EMAIL:	PHONE:

CITY OF DUBUQUE
PLANNING SERVICES DEPARTMENT

REQUEST FOR QUALIFICATIONS

Fundraising Campaign Consulting Services
For the Eagle Point Park Alfred Caldwell Buildings
City of Dubuque, Iowa

January 22, 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

REQUEST FOR QUALIFICATIONS

Fundraising Campaign Consulting Services
For the Eagle Point Park Alfred Caldwell Buildings
City of Dubuque, Iowa

January 22, 2026

Table of Contents:

SECTION		PAGE
1.0	Introduction……	7
2.0	Project Background……..……	8
3.0	Project Objective…….....……..…….	9
4.0	Project Scope of Services…….……..	10
5.0	Use of City Resources…….....……..	11
6.0	Information to be Included in the Qualifications…..……..……..	12
7.0	Questions and Answers…….……....……...	15
8.0	Submission Requirements……..…….....…….…	16
Appendix A	Consultant Evaluation Selection Process…….…	19
Appendix B	RFQ Rules and Protest Procedure…….……..….	23
Appendix C	City of Dubuque Contract Terms and Conditions…….……..	25
Appendix D	Insurance Requirements…….…….	28
Appendix E	Project Related Data ……..…….	34

Consultant Professional Services Request for Qualifications

January 22, 2026

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed qualifications from professional consulting firms to help plan and execute an approximate $1,400,000 fundraising capital campaign for restoration of three historic structures built by Alfred Caldwell at Eagle Point Park, using the recommendations set forth in the Historic Structures Report (HSR) created by Wiss, Janney, Elstner Associates and Julia Bachrach Associates in 2025. The City seeks grant writing services, campaign leadership and solicitation of donations from individuals, corporations, and foundations.

The selected Consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the City's Planning Services Department as authorized by the Dubuque City Council.

2.0 BACKGROUND

The City of Dubuque is situated along the Mississippi River in northeastern Iowa, bordering Illinois and Wisconsin. As Iowa's oldest city, Dubuque is celebrated for its rich history and architectural beauty. Covering approximately 32 square miles, it is home to nearly 60,000 residents. With an annual operating and capital budget exceeding $275 million, the city delivers a comprehensive range of municipal services. Governed by an elected Mayor and City Council and managed by a City Manager, Dubuque works closely with private and nonprofit sectors to advance sustainability and success for all. Its sustainability framework is built on three core pillars: economic prosperity, environmental integrity, and social and cultural vibrancy. Dubuque boasts a stable and diverse manufacturing base, complemented by a growing service sector. As the region's premier center for retail, healthcare, education, and employment, the city continues to flourish, with tourism serving as a significant economic driver. In partnership with the private sector, local government actively fosters economic development, supporting strong job creation and maintaining low unemployment rates. Construction trends further underscore Dubuque's steady growth, reinforcing its commitment to continued progress. The city has

cultivated strong relationships with the business community to ensure long-term economic expansion and success.

Eagle Point Park is a locally designated and protected Dubuque Landmark Site and is listed on the National Register of Historic Places with a local significance, however, it is understood by the State Historic Preservation Office that it has state significance, and there is the potential that it has National Significance due to the size, scope and intactness of one of Alfred Caldwell's earliest projects, the first with buildings.

3.0 PROJECT OBJECTIVE

In July 2026, the City anticipates an approximate $450,000 private donation to be secured prior to hiring a fundraising partner. This is an approximate 1/3 of the anticipated total campaign, in the form of a 1:2 matching challenge grant. For each dollar in challenge grant funds pledged, the City and fundraising partner must raise at least two dollars under the fundraising contract.

This RFQ is intended to identify and evaluate qualified consultants with demonstrated experience in developing and managing integrated fundraising campaigns in Dubuque. The selected fundraising consultant will be tasked with designing and managing a campaign to secure the additional matching funds through a combination of:

- Private donor outreach
- Corporate sponsorship
- Foundation and competitive grant applications
- Individual contributions and community giving strategies

The scope of the initiative and donor opportunity is expected to be made public following the private donor's formal award notification. City of Dubuque staff will not solicit funding, but instead support the consultant in their work.

Desired Project Schedule:

City Council RFQ Initiate	January 20 2026
RFQ Advertise:	January 22, 2026
Questions Due:	February 6, 2026
Response Addendum Due:	February 9, 2026
Qualifications Due:	February 11, 2026
Committee Review & Shortlist:	February 16, 2026
Shortlist Interviews:	*February 18 thru 19, 2026*
Recommendation to City Manager:	March 9, 2026
City Council Award:	March 16, 2026
Program MOU	April 1, 2026
Program Start (pending grant award)	July 31, 2026
Program Completion:	June 30, 2029

4.0 PROJECT SCOPE OF SERVICES

The City seeks qualified professional fundraising consultants to plan and support a fundraising campaign for the restoration of Eagle Point Park Alfred Caldwell Buildings restoration. The selected consultant will be expected to provide a range of services that may include, but are not limited to, the following:

- **Fundraising Campaign Design and Timeline**
  Develop a comprehensive fundraising campaign structure and timeline, including campaign phases, benchmarks, and coordination with public funding sources and project schedules.
- **Donor Strategy and Case Statement Development**
  Prepare or refine a compelling Case for Support and donor messaging that communicates the park's historic significance, restoration goals, and community benefit, tailored to multiple donor audiences. Demonstrate ability to engage donors and create engaging media (i.e. applications, web-based, print) material for that purpose.
- **Prospect Research and Cultivation Planning**
  Conduct prospect research and develop cultivation strategies for individual, corporate, and foundation donors, consistent with ethical standards and public-sector requirements.
- **Grant Research, Writing, and Submission**
  Identify relevant grant opportunities and assist with grant strategy, application development, and submission in coordination with City staff and established policies.
- **Donor and Sponsor Outreach and Solicitation Support**
  Support outreach, solicitation planning, and follow-through with individual, corporate, and foundation donors and sponsors, including preparation of solicitation materials and coaching of City representatives.
- **Campaign Collateral and Messaging Support**
  Develop campaign materials, presentations, and messaging aligned with City branding and the park's historic character; create compelling content for print, digital, and social platforms; and prepare press releases, key messages, and talking points to support effective communication by City representatives.
- **Recordkeeping and Campaign Reporting Guidance**
  Provide guidance on campaign tracking, recordkeeping, and reporting practices appropriate for a public-sector fundraising effort, including regular progress updates.
- **Coordination with City Staff and Private Donor(s)**
  Coordinate closely with designated City staff, private donors, and authorized volunteers; participate in meetings and adjust campaign strategies as directed by the City.
- **Compliance, Ethics, and Campaign Closeout**
  Ensure fundraising activities comply with applicable laws and City policies; assist with donor recognition planning, final reporting, and transition to long-term stewardship.

The City reserves the right to refine the scope of services and to implement the project in phases based on funding, project needs, and City direction.

5.0 USE OF CITY RESOURCES

5.1 - Requesting Use of City Resources for Preparation of the RFQ Response

- All information requests shall be directed to the City's Project Coordinator as detailed in Section 7.0 of this request for proposals. All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members shall be considered inappropriate and grounds for disqualification.

5.2 - Material Available for the RFQ Response

- Written questions may be submitted by each prime Consultant that will be answered by the relevant city staff person.
- *For more information on timing of questions and corresponding answers, see Section 7.0 of this document.*
- See items provided in Appendix E of this document.

5.3 - City Resources Available to the Consultant for use During the Project

- The City will make staff contact/resources available in the Planning and Parks & Recreation departments.
- The City will make GIS available for this project via a web application or GIS services if needed.
- The City will make any previously developed documents pertinent to this project available.
- See Appendix E for additional project related data available for the Consultant to utilize.

6.0 INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS

The Qualifications should address all of the points outlined in this RFQ. No cost information is required with this submittal. The submittal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities and project experience to satisfy the requirements of this RFQ.

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

A. Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, office telephone number, mobile telephone number and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFQ evaluation process.

B. Index
The submittal shall contain a table of contents that delineates each section and the corresponding page number.

C. Profile of Consultant
Provide general information about the Firm, along with its areas of expertise and experience as it relates to this RFQ. Describe the experience and success of the Firm in working on similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location of the office(s) from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with sub-consultants.

D. Scope of Services
Briefly describe the means or strategy by which the Consultant would satisfy the scope of services to complete for each of the phases.

The Consultant may also choose to submit a modified scope of services and schedule that would improve the results of this project.

Highlight any past projects that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project.

E. Project Team Qualifications
Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a brief summary of their qualifications and experience.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team if any. Be sure to include all Subconsultant staff if any on the project team flow chart.

Provide the name and location of other subconsulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms.

In submitting the proposal, the prospective Consultant is representing that each person listed or referenced in the submittal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C, Section 4 - Substitution of Project Team Members.

Provide at least 3 client references (include individual contact names, email addresses, and telephone numbers) for similar projects that have been completed by the Consultant in the past five (5) years. List the names of individuals on the project team proposed for this Dubuque project who have worked on the client reference projects.

F. Project Capacity/Workload
Discuss the Consultant's ability to integrate this project into their current workload. Include a statement to specify if the Consultant has the capacity to undertake the project or whether it intends to hire additional staff or partner with Subconsultants.

G. Quality Assurance/Quality Control
As a part of the submittal, specifically describe the quality control process that will be used throughout the project. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the project design team.

H. Understanding of Final Contract Terms
The Responder and any subconsultants should provide a statement that indicates they have read and understand Appendix C – "City of Dubuque Contract Terms and Conditions" and agree to include the clauses that are listed in Appendix C in the final signed contract. *Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted proposals.*

I. Certificate of Insurance
The Responder should provide a statement from their insurance agent indicating that they are able to meet the City's insurance requirements for professional services should they be engaged by the City. (See attached Insurance Schedule J – Appendix D.) Submittal of insurance documents as part of this RFQ is not required. This is the same for any subconsultants, unless those subconsultants are expressly covered by the Responder's relevant policy(ies). *Any exceptions to the requirements must be clearly stated in the submitted proposals.*

J. Fees and Compensation
No cost information is required with this qualification submittal.

7.0 QUESTIONS AND ANSWERS

If you have any questions concerning the RFQ, please submit your requests to the City's designated Project Coordinator via email at colson@cityofdubuque.org. The City has made considerable efforts to ensure an accurate representation of information in this RFQ. Each Responder is urged to conduct its own investigations into the material facts provided.

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

Questions must be submitted via email to the City's Project Coordinator no later than **February 6, 2026 by 3 pm**. Any inquiries received after this date will not be answered. Responses will be provided by **electronically to anyone on the bidders list on February 9, 2026 by 5 pm.** When submitting a question to the Project Coordinator, please include the appropriate Consultant contact information.

From the date of issuance of this RFQ until final City award of this contract, the Responder shall not discuss the RFQ with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's Project Coordinator identified in this section (Section 7.0). Violation of this requirement will be considered a violation of the rules and be grounds for disqualification of the Consultant's submittal.

Project Coordinator contact information is as follows:

Chris Happ Olson
Assistant Planner/Project Coordinator
City of Dubuque
Planning Department
50 W 13th Street
Dubuque, IA 52001

Phone: 563.589.4387 Office
E-mail: colson@cityofdubuque.org

8.0 SUBMISSION REQUIREMENTS

Before submitting proposals, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Responder will rely.

SUBMITTAL INFORMATION

- Submittal Deadline: **February 11, 2026** by 5 p.m. CST
- Submittal Location: Via email to: colson@cityofdubuque.org
  **For files exceeding 20MB, please contact City Project Coordinator for FTP site link.*
- Submittal Copies: Proposal: one electronic PDF file shall be provided.
  Name all files using the following formats:
  Proposal Submittal:
  2026-EPP Fundraising Campaign_"*Company Name"*.pdf

No external USB drive, faxed or printed submittals will be accepted.

The submittals must be a document of not more than fifteen (15) numbered 8-1/2 x 11-inch pages. The submittal can include a short appendix of up to an additional 5 pages to support previous experience. Any submittals exceeding 20 numbered pages (including appendix) may not be considered. The letter of transmittal, the front and back covers, index, dividers, or appendices will not be counted towards the total page count.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that all addendums to this RFQ have been received before submitting the proposals.

The original submittal document shall be signed in blue ink by an officer of the Firm who is authorized to legally bind the Responder to its provisions. Submittals shall contain a statement indicating the period during which the submittal will remain valid. A period of not less than one hundred eighty (180) calendar days from the RFQ closing date is required.

Each Consultant assumes full responsibility for delivery of the required submittal documents on or before the deadline. Any submittal received after the submittal deadline will not be considered. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the submittal.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract, nor shall the City of Dubuque be liable for any costs incurred by Consultants that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFQ, we request that you complete the "Receipt of Qualifications Acknowledgement" – "No Response Reply" information contained on the first page of this document and return it to the City's Project Coordinator by regular mail or email so the City can ensure that each Consultant has received this Request for Qualifications.

The City of Dubuque appreciates your time and consideration of this RFQ.

Sincerely,

Chris Happ Olson
Assistant Planner (Project Coordinator)
Planning Department
City of Dubuque

# # #

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Consultant Professional Services
Request for Qualifications

January 22, 2026

Appendix A

Consultant Evaluation and Selection Process

EVALUATION AND SELECTION CRITERIA (WEIGHTED)

Submittals will be reviewed to ensure compliance with the minimum requirements of the RFQ. A selection committee will evaluate all qualifying proposals and may, at its discretion, conduct interviews with one or more Consultants. The final selection will be based on a weighted evaluation of the written submittals and, if conducted, the results of any interviews.

The following criteria and weights will be used to evaluate proposals:

1. Professional Competence and Relevant Experience – 30 Points

Demonstrated professional competence and a proven track record in designing and managing fundraising campaigns or similar efforts, including:

- Qualifications and experience of the Consultant and any Subconsultants
- Professional expertise and technical abilities of the proposed project team
- Experience working with municipalities on fundraising campaigns
- Experience working with or within the City of Dubuque and/or the State of Iowa
- For joint ventures, demonstrated experience working together effectively

2. Quality and Completeness of Submittal – 20 Points

Clarity, organization, and completeness of the written submittal, including the Consultant's demonstrated understanding of the City's objectives for the fundraising campaign and responsiveness to the RFQ requirements.

3. Proposed Approach and Methodology – 25 Points

The Consultant's proposed approach to completing the scope of services, including:

- Understanding of project requirements and level of interest
- Creativity, problem-solving ability, and adaptability
- Demonstrated initiative, motivation, and knowledge indicating the ability to work effectively with the City

4. Stakeholder Engagement and Collaboration – 15 Points

Proven experience leading effective stakeholder engagement activities that reach a broad range of community groups, and the ability to draw on institutional knowledge to deliver innovative solutions and build strong relationships with stakeholders.

5. Interview Performance (if conducted) – 10 Points

If interviews are conducted, the Consultant's ability to clearly communicate their proposed approach, respond to project-specific questions, demonstrate collaborative working relationships, and refine or expand upon their methodology based on City feedback.

Total Possible Score: 100 Points

The City reserves the right to select a Consultant based on the written submittals alone or to incorporate interview results into the final scoring and selection.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the completion of the evaluation of the proposals, the RFQ Selection Committee will recommend to the City Manager or City Council, the awarding of the contract to the highest ranked consultant. The Selection Committee will also request authority to negotiate with the recommended consultant a final scope of work and fee structure for the project. The City does not anticipate a negotiation will result in a contract prior to the grant project start, after July 1, 2026.

Consultant Professional Services
Request for Qualifications

January 22, 2026

Appendix B

RFQ Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposal, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Submitter exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE SUBMITTALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended Consultant. However, after authorization has been granted to negotiate a contract, all contents of the submittals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFQ that the words "shall", "must", or "will" are equivalent in this RFQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFPs mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFQ and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of submittal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Responder who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the submittal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Consultant Professional Services
Request for Qualifications

January 22, 2026

Appendix C

City of Dubuque Contract Terms and Conditions

CITY OF DUBUQUE STANDARD TERMS AND CONDITIONS

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

ADA COMPLIANCE

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

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

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

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

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers

and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

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

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

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

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

_____

_____

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

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

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

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

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

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

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

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

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

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

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the

initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

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

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

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

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

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

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

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

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

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

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

Consultant Professional Services
Request for Qualifications

January 22, 2026

Appendix D

Insurance Requirements

CITY OF DUBUQUE 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 Chief Financial Officer. 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, 50 West 13th Street, Dubuque, Iowa 52001.

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 certificate of insurance. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, the current edition of the form must be used, or an equivalent form may be substituted if approved by the Chief Financial Officer 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 mutual agreement of the parties.

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 from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners from 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.

CITY OF DUBUQUE INSURANCE SCHEDULE J
(continued)

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 as amended.

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 851.A, 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.

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 Non-Contributory in favor of the City of Dubuque, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

CITY OF DUBUQUE INSURANCE SCHEDULE J
(continued)

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**

_X__ 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.

(See next Page for Government Immunities)

CITY OF DUBUQUE SCHEDULE J
(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque 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 is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense 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.

x

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(November 2025)

Consultant Professional Services
Request for Qualifications

January 22, 2026

Appendix E

Project Related Data

The Eagle Point Park Historic Structures Report is to be found at the following link:
Insert link when RFQ is posted

WJE

Caldwell-Designed Structures at Eagle Point Park

Historic Structures Report

2601 Shiras Avenue
Dubuque, Iowa 52001



FINAL REPORT
April 16, 2025
WJE No. 2024.0714.0

PREPARED FOR:
City of Dubuque
2200 Bunker Hill Road
Dubuque, Iowa 52001

PREPARED BY:
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, Illinois 60062
847.272.7400 tel

Caldwell-Designed Structures at Eagle Point Park

Historic Structures Report

2601 Shiras Avenue
Dubuque, Iowa 52001

Mike Ford
Senior Associate

Isabelle Hanley
Associate II

Deborah Slaton
Principal

FINAL REPORT
April 16, 2025
WJE No. 2024.0714.0

PREPARED FOR:
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2200 Bunker Hill Road
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CONTENTS

Executive Summary **1**
Introduction **2**
Project Methodology 4
Building Data 4
Research and Document Review 6
Condition Assessment and Documentation 7
Evaluation of Significance and Integrity 8
Guidelines for Rehabilitation 8
Treatment Recommendations 8
Opinion of Probable Costs 8
Measured Drawings 8
Preparation of Historic Structures Report 8
Funding Assistance 9
Developmental History **10**
Creation of Eagle Point Park 10
New Deal Spurs Park Improvements *12*
Caldwell Creates Park Plans and Begins Stone Shelter Construction 20
CCC Camp Application 26
Caldwell's Dismissal *30*
Completion of WPA Work *33*
Attention to the Park in the Late Twentieth Century 40
Renewed Attention to Eagle Point Park in the Twenty-First Century 41
Chronology of Construction 44

Physical Description and Condition Assessment 49
Site 49
Condition Assessment 58
Indian Room 62
Structural Description 63
Foundation 63
Walls and Roof Structure 63
Exterior Description 63
Walls 63
Windows 64
Doors 70
Roof 73
Vestibule 74
Balcony 76
Interior Description 77
Flooring 78
Walls 79
Ceiling 81
Doors 82
Stairs 83
Fireplace and Chimney 84
Furniture 87
Electrical and Lighting System 91
Plumbing 94
Mechanical Systems 95
Fire Protection Systems 95
Condition Assessment 96
Stone 96
Wood Elements 99
Roofing 100
Plaster and Stucco 101
Windows and Doors 103

Mural *106*
Veranda Rooms 107
Structural Description *108*
Foundation *108*
Walls *108*
Roof Structure *109*
Exterior Description *111*
Walls *111*
Windows *114*
Doors *117*
Roof *117*
Interior Description *119*
Flooring *119*
Walls and Ceiling *121*
Doors *122*
Fireplace and Chimney *123*
Electrical and Lighting *123*
Plumbing *124*
Mechanical Systems *127*
Fire Protection Systems *127*
Condition Assessment *128*
Stone *128*
Concrete *131*
Wood Structure *132*
Wood Elements *134*
Ferrous Metal Elements *135*
Roofing *136*
Plaster *137*
Stucco *138*
Windows *140*
Bridge Complex 142
Structural Description *145*

Foundation 145
Walls at Reservoirs 146
Exterior Description 148
Stone Walls 148
Wood-Framed Walls 150
Roof Framing 151
Windows 153
Doors 156
Roof System 159
Balcony and Terraces 161
Stairs 168
Interior Description 171
Flooring 173
Walls and Ceiling 176
Doors 177
Fireplace and Chimney 178
Electrical and Lighting 182
Plumbing 187
Mechanical Systems 187
Fire Protection Systems 187
Condition Assessment 187
Stone 187
Concrete 195
Wood Structure 197
Wood Elements 199
Ferrous Metal Elements 201
Roofing 202
Stucco/Plaster 202
Windows 204
Doors 204
Mechanical, Electrical, and Plumbing 206

Significance and Integrity **207**
National Register Significance Evaluation 207
Significance Criteria *207*
Period of Significance 210
Character-Defining Features 211
Site *211*
Treatment and Use **215**
Requirements for Treatment and Use 215
Laws, Regulations, Functional Requirements, and Treatment Guidelines 215
Alternatives for Treatment and Use 216
Ultimate Treatment and Use 218
Guidelines for Treatment *218*
Prioritization of Treatment 219
Recommendations **221**
Site 221
Stone 221
Concrete 225
Wood Structure 225
Wood 226
Windows 227
Doors 227
Roofing 228
Stucco 229
Plaster 229
Furniture 229
Murals 230
Electrical and Lighting Fixtures 230
Plumbing and Fixtures 231
Mechanical System 231
Fire Protection 231
Accessibility 231
Schematic Design Narrative *233*

Additional Studies 234
Opinion of Probable Costs 235
Bibliography 237
APPENDIX A. Opinion of Probable Costs
APPENDIX B. Eagle Point Park National Register Nomination
APPENDIX C. Measured Drawings

EXECUTIVE SUMMARY

At the request of the City of Dubuque, Wiss, Janney, Elstner Associates, Inc. (WJE), with our consultants, Julia Bachrach Consulting, LLC, Jeffrey Morton Associates, and Robert Grese, FASLA, has developed this Historic Structures Report (HSR) for the three structures designed by Alfred Caldwell—the Indian Room, Veranda Rooms, and Bridge Complex. The HSR was performed to compile the history and historical context of Eagle Point Park, document the structures in their current condition, evaluate their significance and integrity, and identify appropriate treatments for the three Caldwell-designed structures.

The buildings are listed in the National Register of Historic Places as part of the Eagle Point Park Historic District with significance under Criteria A and C. The buildings are significant under Criterion A as part of a broad pattern of development constituted by the CWA and its successor, the WPA, in the 1930s. The buildings are also significant under Criterion C as distinctive examples of Prairie style design implemented by Alfred Caldwell in his role as Park Superintendent and as a part of his "City in a Garden" design concept.

According to the nomination, the park has a period of significance that spans from 1908 to 1966. However, the Indian Room, Veranda Rooms, and Bridge Complex, designed and constructed between 1934 and 1937, are significant as they relate to the historic contexts associated with construction and improvements that were implemented using the principles of Prairie style architecture and were influenced by Alfred Caldwell and the active and continued use and development of the park under Caldwell's successor as Park Superintendent, Wendelin Rettenberger. The Iowa State Historic Preservation Office has stated that the district is significant at a state level and may potentially be significant at a national level.

The Indian Room is a T-shaped building that consists of a two-story-height community room and a one-story restroom wing. The Veranda Room is a one-story structure with rectangular plan that features dormers and an outdoor fireplace. The Bridge Complex consists of two pavilions, each constructed on a raised concrete and stone water reservoirs. A bridge spans between the two pavilions. The three buildings are connected by and share a series of interconnected walks, terraces, and promenades. The three buildings are characterized by the use of local and naturally occurring construction materials such as stone and wood, accentuation of horizontal lines in the building design and construction, high-quality craftsmanship and unique detailing, seamless flow between interior and exterior spaces, large expanses of windows, and open interior floor plans.

In general, the buildings are in good condition and retain a high degree of integrity. The most recent alterations were performed to improve facilities at the restroom wing of the Indian Room and to restore a cover patio that had been enclosed at the Bridge Complex. Considering the condition of the structures and intent to maintain them as park facilities, the report has recommended an overarching Preservation treatment approach.

Significant distress was located at the Veranda Rooms and at the east room of the Bridge Complex. At both locations, there was potential evidence of distress at the wood framing that requires further investigation and treatment. In addition to repairs, the report recommends an update to the National Register nomination and outlines an approach for improving site accessibility under the overarching Preservation treatment approach.

INTRODUCTION

At the request of the City of Dubuque, Wiss, Janney, Elstner Associates, Inc. (WJE), with our consultants, Julia Bachrach Consulting, LLC, Jeffrey Morton Associates, and Robert Grese, FASLA, has developed this Historic Structures Report (HSR) for the three structures designed by Alfred Caldwell—the Indian Room, Veranda Rooms, and Bridge Complex—and associated site features at Eagle Point Park. Figure 1 is a map of Dubuque, Iowa, and the surrounding area, showing the location of Eagle Point Park. Figure 2 is an annotated aerial map of the park showing the location of the three buildings and indicating the boundary of the site.

The three structures are located within Eagle Point Park, a picturesque 175-acre park located along the west bank of the Mississippi River. The park sits on the bluffs and overlooks Lock and Dam No. 11, with views of the Wisconsin and Illinois landscape beyond. The site is accessed from the Southern Gate Road, one of the primary roads in the park that meanders, through a series of switchbacks, up the forested bluffs and to an asphalt-paved surface lot. The three buildings are located immediately south of the surface lot and approximately 500 feet south of the Caldwell-designed water feature. The site is divided into two sections, east and west, by the Southern Gate Road that bisects the site and extends under the bridge of the Bridge Complex. At the west half of the site is the Indian Room to the north, the Veranda Rooms to the west, and the west pavilion of the Bridge Complex to the east. At the east half of the site is the east pavilion of the Bridge Complex. In addition to these primary structures, there are a variety of built site features that are integrated with the buildings. At the west section of the site, site features include a stone promenade that extends north–south and connects the three buildings. The promenade features stepped terraces, planters, and stone-paved steps and walks. A landscaped outdoor room, defined by stone walls, is an extension of the interior space at the Indian Room. Site features at the east section of the site include a stone retaining wall that supports terraces at the north and south ends of the east pavilion of the Bridge Complex. There is also a covered stone terrace and a barrel-vaulted archway that extends under the east pavilion.

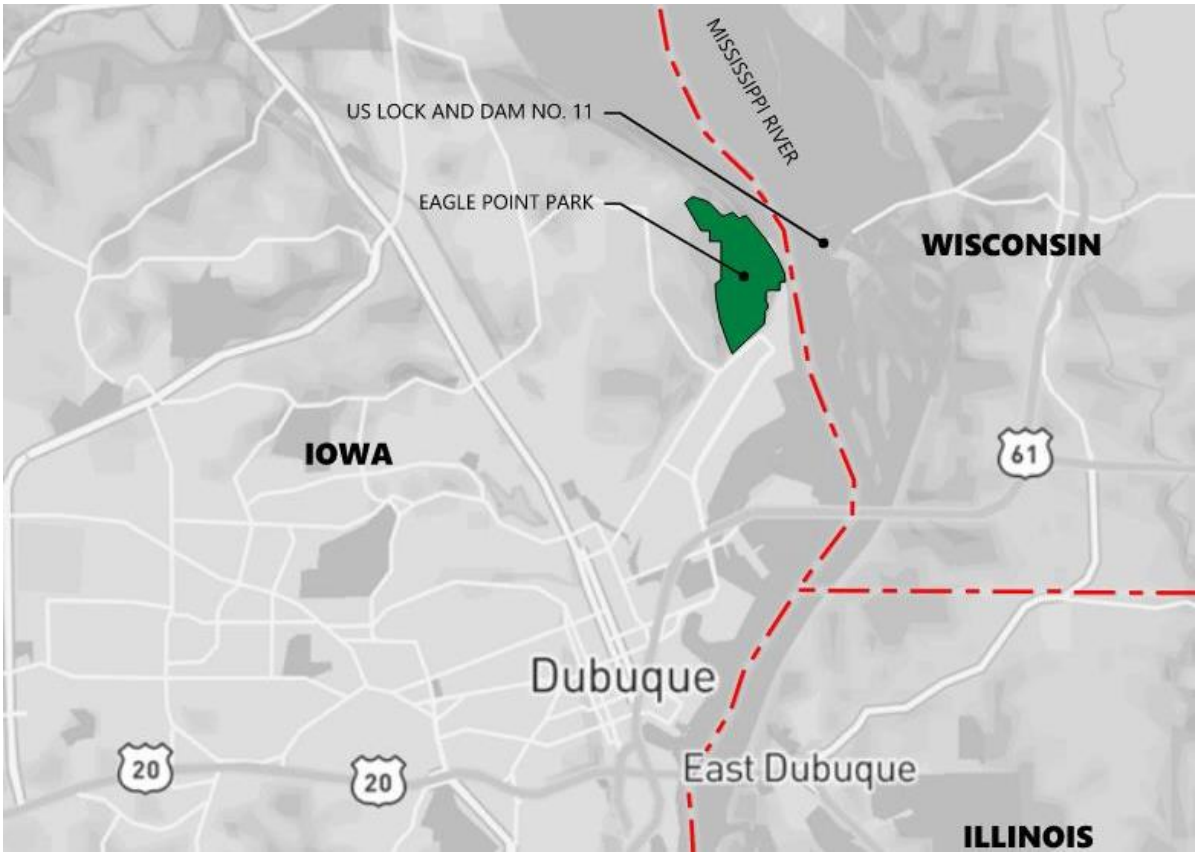


Figure 1. Regional map of the Dubuque area. (Source: Google Maps annotated by WJE)



Figure 2. Eagle Point Park map. (Source: WJE)

Project Methodology

The goal of the HSR is to develop planning information for use in the repair, maintenance, and preservation of these historically significant structures. First developed by the National Park Service in the 1930s, HSRs are documents prepared for a building, structure, or group of buildings and structures of recognized significance to record and analyze the property's initial construction and subsequent alterations through historical, physical, and pictorial evidence; document the performance and condition of the structure's materials and overall physical stability; evaluate significance and integrity; identify an appropriate course of treatment; and, following implementation of the recommended work, document alterations made through that treatment. The HSR addresses key issues specific to the three structures at Eagle Point Park, including the history and construction chronology of the structures (as documented in available archival documentation); the existing physical condition of the exterior envelopes, structural systems, and interior spaces and features; and the historic significance and integrity of the structures; and provides treatment recommendations in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The project methodology used for this study is described below.

Building Data

Current Building Names:

Buildings: Indian Room, Veranda Rooms, Bridge Complex

Historic Building Names: Refer to Figure 3

Indian Room: referred to in drawing and correspondence as the Stone Shelter, Stone Shelter House, and Shelter House until 1937.

Veranda Rooms: referred to as the Toolhouse, Toolhouse/Pumphouse, and Pump House and Tool Room in drawings and communications until the mid-to-late 1940s.

Bridge Complex: referred to as The City in a Garden Bridge Promenade-Lookout Tower; the Reservoir-Footbridge-Concession Stand; the Building Group; and the Reservoir/Bridge/Concession Stand Building in various Caldwell drawings and plans and communications during construction.

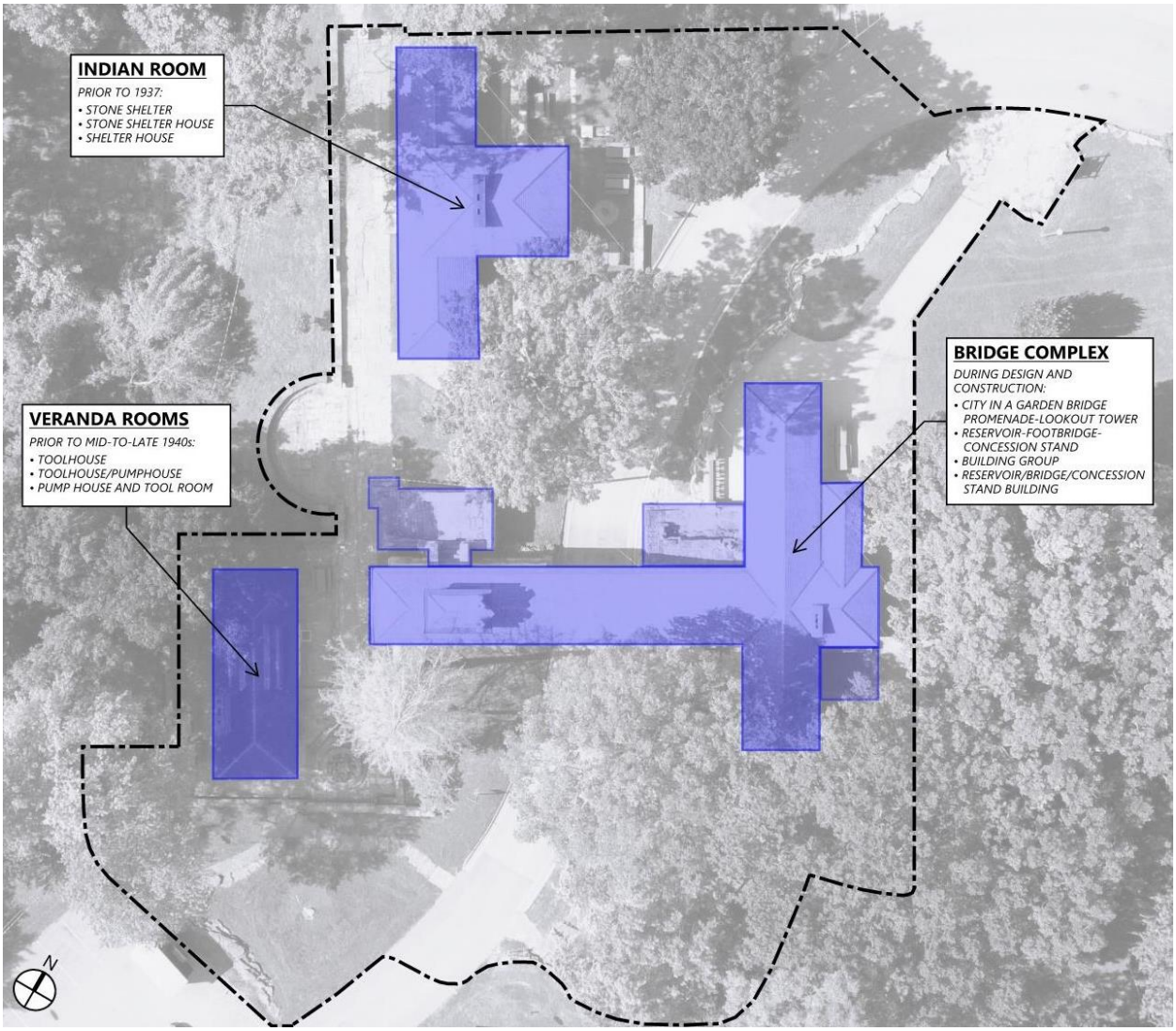


Figure 3. Annotated map showing current building names with historic names below. (Source: WJE, 2024)

Location: Eagle Point Park, Dubuque, Iowa

UTM Coordinates: Zone 15T, 692828 mE / 4712480 mN

Historical Designations:

The Indian Room, Veranda Rooms, and Bridge Complex are referenced in the Eagle Point Park Historic District National Register nomination, signed by the Keeper of the National Register of Historic Places on November 27, 2017 (Appendix A). The designation identifies thirty contributing resources and four non-contributing resources within Eagle Point Park. The Indian Room, Veranda Rooms, and Bridge Complex are listed as contributing buildings. According to the nomination, the park is significant at a local level under Criterion A and Criterion C and has a period of significance that spans from 1908 to 1966. The nomination outlines three historical contexts under which the park has significance. The first context spans the period from 1908 to 1933 and includes the park's

early history and development as well as ties to the City Beautiful Movement. The second context spans the period from 1934 to1952 and is related to new construction and improvements that implemented the principles of Prairie style architecture and were influenced by Alfred Caldwell and his legacy as Park Superintendent. The context identifies Alfred Caldwell's plan for a "City in a Garden" within Eagle Point Park, of which the Indian Room, Veranda Rooms, and Bridge Complex were constructed. The third context spans the period from 1953 to 1966 and is associated with the active and continued use and development of the park during the midcentury.

The National Register nomination indicates that Eagle Point Park is significant at the Local level; however, an *Eligibility Review* document, dated October 13, 2023, and signed by the Iowa State Historic Preservation Office (SHPO), states that there is sufficient documentation for Eagle Point Park to have State Level significance. The review also recommends that an amendment to the National Register nomination be prepared to reflect the change in significance level. As established by the National Register nomination, with concurrence by the Iowa SHPO, the Indian Room, Veranda Rooms, and Bridge Complex have primary significance as Prairie style buildings constructed under the direction and legacy of Alfred Caldwell and utilizing funding and resources made available through the Civil Works Administration (CWA) and later the Works Progress Administration (WPA). The structures are also significant for their continued use and architectural influence on future development in the park.

Period of Significance: The Eagle Point Park Historic District has a Period of Significance of 1908–1966. The nomination identified historical contexts for the park that comprise sub-periods within the overarching period of significance. Two of the periods defined by these sub-periods are applicable to the Caldwell-designed structures; *Influence of the Prairie School* and *Post World War II Optimism*. Together, these sub-periods define a period of significance specific to the Caldwell-designed structures that extends from 1934 to 1966.

Historic Use: Park land, pumphouse, picnic shelter, restroom, shelter, recreation, community gathering space

Current Use: Park, recreation, restroom, and community gathering space

Proposed Treatment: Park, recreation, and community gathering space

Research and Document Review

Archival research was performed to gather information about the factors and influences that contributed to the original design and development of the buildings, as well as to document original construction and later modifications and repairs. Julia Bachrach of Julia Bachrach Consulting and Robert Grese, Professor Emeritus at the University of Michigan, performed the archival research.

The researchers were able to utilize a substantial collection of materials that contain first-person accounts by Alfred Caldwell. These sources include an oral history of Alfred Caldwell conducted by the Art Institute of Chicago in 1987; Caldwell's memoir, written in the third person and published in *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect* (1997); and a biographical essay about Caldwell written by the book's author, Dennis Domer, a former student of Caldwell which was also included in the

1997 publication. Additionally, architectural historian Richard Guy Wilson was in correspondence with Caldwell in the 1970s and wrote about his work at Eagle Point Park in an article and two books.

While oral histories are extremely useful, they can also be problematic. Caldwell's various accounts about his life in Dubuque and work at Eagle Point Park include contradictions and discrepancies, and he may have provided conjectural information about the completion of the park after his dismissal. To verify information that he provided, clear up contradictions, and fill in information gaps, the researchers relied on a variety of other primary source materials.

The staff of the Dubuque Park Division provided the research team with complete access to the files in their offices at the City of Dubuque Park Division maintenance facility, located adjacent to the Mathias Ham House. Julia Bachrach conducted a site visit from August 6 through August 9, 2024. She reviewed drawings, correspondence, previous maintenance reports, and construction contracts in the Park Division files. She was also given the opportunity to sort through archival documents that had been stored in boxes in the attic for years. Through this effort, she found many important resources including park board minutes from the 1930s and 1940s, as well as some archival photographs. Historic newspaper research was also conducted. Articles and photographs were digitally accessed from the archives of the *Dubuque Telegraph Time Herald and Journal*.

The Park Division also has some original furnishings that are kept in storage at the maintenance facility, including the original wood table from the interior of the Indian Room and Alfred Caldwell's drafting table. The project team was able to view and document these artifacts.

In addition to reviewing paper drawings and plans in the Park Division offices, the project team was provided with dozens of scanned original plans and drawings. Many of these were made available by the Dubuque Museum of Art.

Ms. Bachrach returned for a second site visit with Mr. Grese on October 24 and 25, 2024. During this visit, they visited Loras College in Dubuque and reviewed records and historic photographs at the Center for Dubuque History.

Condition Assessment and Documentation

Concurrent with the historical research, a condition survey of the buildings was performed. Mike Ford and Isabelle Hanley of WJE were on site August 6 through August 8, 2024, to evaluate the site and structures. During the site visit, WJE conducted a project kick-off meeting, met with key stakeholders involved in the project, and documented and evaluated built resources on the site. Observations were documented with digital photographs, field notes, and annotations on sketch drawings prepared by the project team. The HSR focuses on the documentation of the Indian Room, Veranda Rooms, and Bridge Complex. The condition assessment included the evaluation of visible components of the exterior masonry, wood framing, stucco walls, windows, doors, and roofing of the three buildings. Adjacent exterior spaces integral to the buildings were also evaluated and included stairs, terraces, landscaped open rooms, and retaining walls. Visible interior conditions of the flooring, walls, roofing, fireplaces, interior furnishings if present, and finishes were also documented at these buildings. In addition, built site features of the site immediately adjacent to the buildings were also documented. These features included a stone promenade, stepped terraces, raised planters, and site walkways and steps. Archival documentation and physical evidence gathered during the field assessment were used to develop a chronology of design and construction.

Evaluation of Significance and Integrity

An evaluation of the significance and integrity was prepared, taking into consideration guidance provided by *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*.[1] This evaluation of history and significance provided the basis for the development of recommended treatment alternatives.

Guidelines for Rehabilitation

Based on the evaluation of historical and architectural significance of the structures, guidelines were prepared to assist in the development of rehabilitation treatments.

Treatment Recommendations

The Secretary of the Interior's Standards for the Treatment of Historic Properties guided the development of treatment recommendations for the exterior and interior features of the buildings. Given the significance, anticipated use, and condition of the historic resources, the appropriate overarching treatment approach for the Indian Room, Veranda Rooms, and Bridge Complex at Eagle Point Park is **preservation**. The buildings retain their integrity and continue to convey their historic character. It is anticipated that the buildings will continue to be managed as resources used for public gatherings and for public use.

Opinion of Probable Costs

The opinion of probable costs is included in an appendix to the report. The cost estimate was developed by Gronen, a construction company based in Dubuque, Iowa with experience working on the Caldwell-designed structures at Eagle Point Park. The opinion of probable costs is based on itemized repairs, outlined by WJE, to address the treatments and repairs recommended in the report. The HSR outlines an approach for repairs; however, additional investigations and assessment are required to develop documents for repair.

Gronen produced the rough magnitude of costs based on current labor and material costs which can fluctuate over time due to inflation, tariffs, availability of material, and other factors. The opinion of probable costs is based on the experience of WJE and Gronen in performing these repairs on similar projects.

Measured Drawings

Measured drawings are included as an appendix to the report. The drawings were developed based on field conditions measured on site and include plans and elevations. AutoCAD files of the measured drawings are also provided for documentation purposes and for use in the development of future repairs.

Preparation of Historic Structures Report

Following completion of research, site work, and analysis, this narrative report was prepared to summarize the results of the research and assessment and present recommendations for treatment. The HSR was

[1] *National Register Bulletin: How to Apply the National Register Criteria for Evaluation* (Washington, D.C.: National Park Service, National Register of Historic Places, 1990, revised 1995).

compiled following the guidelines of *NPS Preservation Brief 43: The Preparation and Use of Historic Structure Reports*, with modifications to organizational structure for purposes of this project.[2]

Funding Assistance

This publication was made possible through the funding and support of the City of Dubuque, specifically the Planning Services Department and the Leisure Services Department, who have overseen the effort and provided access to the site and archives.

The Jeffris Family Foundation provided funding for the study through the Jeffris Heartland Fund, a matching grant program intended to assist non-profit organizations and government agencies in the development of Historic Structure Reports.

[2] Deborah Slaton, *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (Washington, D.C.: National Park Service, Technical Preservation Services, 2005).

DEVELOPMENTAL HISTORY

Creation of Eagle Point Park

Efforts to create Eagle Point Park in Dubuque, Iowa, began in the early twentieth century as part of the City Beautiful Movement which ". . . saw middle- and upper-class Americans attempt to refashion their cities into beautiful, functional, entities."[3] Spurred in part by the 1893 World's Columbian Exposition in Chicago, City Beautiful initiatives aspired to provide social harmony and order through the creation of beautiful and highly functional public spaces. Across the country, clubs and organizations formed to improve their towns and cities through clean-up campaigns, gardening efforts, the adoption of tree planting ordinances, and the creation of parks and park boards.

Dubuque had only a few public squares and private parks by the early 1900s when civic leaders began advocating for the development of a public park along the city's riverfront. In 1907, a joint committee of the Dubuque Commercial Club, the Civic Division of the Women's Club, and the Trades and Labor Congress invited Charles M. Robinson to Dubuque. Charles Mulford Robinson (1869–1917) was the author of a book entitled *The Improvement of Towns and Cities: Or the Practical Basis of Civic Aesthetics*. Then living in Boston, Robinson was becoming an important figure in the burgeoning field of urban planning. Local groups commissioned him to visit Dubuque and prepare a beautification report for the city.[4] In addition to asking for general suggestions to make Dubuque more beautiful, the three sponsoring groups suggested that Robinson should focus on "the removal of eyesores," and "give special attention to the proposed riverfront park," which civic leaders hoped might "become a reality" as a result of his visit.[5]

Robinson soon completed *A Report for the Improvement of Dubuque, Iowa*. In it, he recommended "the creation of a park commission and development of large parks throughout the community."[6] He was impressed with the community's natural beauty, and his report referenced a few possible locations for park development. These included Eagle Point, which he described as ". . . an extraordinarily noble site, the great wall of rock rising sheer from almost the river's edge and affording superb views up and down the stream."[7]

In 1908, a citizen's committee formed with the goal of creating Eagle Point Park. The civic groups soon helped make possible the initial purchase of approximately 100 acres of land to create the park. (Additional land purchases would eventually increase the park to its present size of 175 acres.) The following year, civic leaders asked Robinson to lay out the park. He and landscape architect and civil engineer Charles Nassau Lowrie (1889–1939) produced an original plan for the park. The duo created ". . .

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[3] William H. Wilson, *The City Beautiful Movement* (Baltimore, Maryland: The Johns Hopkins University Press, 1989), 1.

[4] "Will Make City Beauty's Home—Charles M. Robinson Will Tell Dubuquers Hot to Proceed," *Dubuque Telegraph Herald*, August 26, 1907, 2.

[5] "Will Beautify City of Dubuque—Charles Robinson of New York to Give Suggestions Here—Clubs Bring Him to City." *Dubuque Telegraph Herald,* September 4, 1907, 8.

[6] Julie Schlarman, "Eagle Point Park Historic District," National Register of Historic Places Registration Form, United States Department of the Interior, National Park Service, 2017, Section 8, 48.

[7] Charles Mulford Robinson, *A Report for the Improvement of the City of Dubuque, Iowa,* 1907, 16.

a design for Eagle Point Park which took advantage of the site's natural qualities with few exceptions."[8] In 1910, Dubuque's City Council adopted an ordinance formally establishing a Park Commission.[9] Various park improvements were soon underway. By the 1920s, Eagle Point Park had paths, roads, an entry staircase, tennis courts, a shelter with a small, enclosed space known as the Riverfront Pavilion, and a Mediterranean Revival style open shelter named the Shiras Memorial (Figure 4).

During the park's early history, the City had agreed to transfer a half-acre of land at the edge of Eagle Point Park to the Eagle Point Lime Works in exchange for the construction of a stairway leading from Rhomberg Avenue to the park.[10] The firm's quarry sat below the bluffs, directly abutting the park. In the early 1920s, representatives of Eagle Point Lime Works asked for permission to create a new quarry on approximately one acre of land within the boundaries of the park.[11]

The Dubuque Park Board allowed Eagle Point Lime Works to buy the land for the quarry for an agreed-upon price and to make payments in stone that would be used for park improvements (Figure 5). Although the company went into receivership in 1924, subsequent owners continued to fulfill the terms of the agreement. By 1926, the Dubuque Stone Products Company had formed and acquired the quarry. This firm would continue quarrying rock at the base of the Eagle Point bluffs for several decades.[12] Although some park improvements exceeded the amount of stone that was transferred annually, the Park Board was able to purchase additional limestone at extremely low rates.



Figure 4. Mississippi River, looking north from Eagle Point Park Dubuque, postcard, circa 1920. (Source: Center for Dubuque History, FLB 4913)

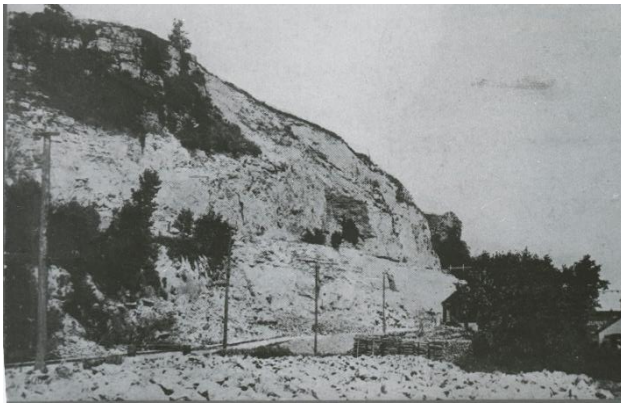


Figure 5. Rock quarry at Eagle Point, Eagle Point Park in the distance, Dubuque, Iowa, postcard, circa 1920. (Source: Center for Dubuque History, FLB 4858)

[8] Julie Schlarman, "Eagle Point Park Historic District," National Register of Historic Places Registration Form, United States Department of the Interior, National Park Service, 2017, Section 8, 52.

[9] "An Ordinance Providing for the Election of Park Commissioners and Defining Their Duties and Powers," Dubuque City Council, February 3, 1910, 1910 February Council Proceedings (cityofdubuque.org).

[10] "Eagle Point Park," Encyclopedia Dubuque, https://www.encyclopediadubuque.org/index.php/EAGLE_POINT_PARK.

[11] Letter from Eagle Point Lime Works to Dubuque Park Board, April 25, 1923.

[12] "Trappist Caskets: The Community of Eagle Point," *Julien's Journal,* February 26, 2021, https://dev.juliensjournal.com/sponsored/shades-of-dubuque/trappist-caskets-the-community-of-eagle-point/.

New Deal Spurs Park Improvements

As was the case throughout the nation, the Great Depression made life extremely challenging for residents of Dubuque and surrounding rural areas. By the early 1930s, thousands of Dubuque workers had lost their jobs as factories and stores closed and banks failed. As nearby farms were decimated by drought, farmers and laborers moved to Dubuque in search of work. Opportunities were scarce until President Franklin D. Roosevelt was inaugurated in March of 1933 and quickly adopted New Deal policies and programs to stabilize the economy and put Americans back to work.

One of Roosevelt's first initiatives, the Civil Works Administration (CWA), which was organized under the Federal Emergency Relief Administration (FERA), began in early November of 1933. Within only a few short weeks, this program had begun to employ 1,200 Dubuque men, who earned up to $15 per week working as laborers on public improvement projects.[13] Only eighty of the workers in this first group of CWA workers were assigned to projects in Dubuque parks. However, Dubuque's Park Board was soon inspired when Harry Hopkins, the head of Roosevelt's FERA program, suggested that communities throughout the nation should utilize federal funds "through the CWA for park development wherever possible."[14]

By late December, 1933, Dubuque Park Board members had begun the process of applying for federal relief funds for improvements to Eagle Point Park as well as other projects in the park system.[15] Charles T. Landon (1892–1964), Secretary of the Park Board, who served on the Dubuque County Emergency Relief Committee and as a local representative of the CWA, took an active role in the effort.[16] Landon was informed that the Park Board would need ". . . an experienced landscape architect so they could qualify for Civil Works Administration (later Works Progress Administration) funds and put local citizens back to work."[17]

To help find a suitable candidate for the position, Landon reached out to a colleague in Chicago, Virgil K. ("V. K.") Brown. At that time, a movement was underway in Chicago to merge the city's twenty-two independent park commissions into a single agency, the Chicago Park District. A nationally respected parks professional who then served as Superintendent of Playgrounds for the South Park Commission, Brown would soon be appointed to head the new Chicago Park District's recreation department.[18] When Landon asked him if he knew of a possible candidate for the Dubuque position, Brown recommended Alfred Caldwell, a talented landscape architect who was then working on CWA-funded projects in the South Park System. Brown mentioned the Dubuque position to George T. Donoghue, General

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[13] "One Thousand Men at Work Here for CWA," *Dubuque Telegraph Herald and Times Journal*, November 27, 1933, 10.

[14] "Park Board Prepares Development Plan," *Dubuque Telegraph Herald and Times Journal*, March 11, 1934, 13.

[15] Alfred Caldwell, "Atlantis and Return," *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* Dennis Domer, ed. (Baltimore, Maryland: The John's Hopkins University Press, 1997), 122.

[16] "Dubuque Men to Work Under CWA Program," *Dubuque Telegraph Herald and Times Journal*, November 20, 1933, 13; and "Predict New Buying Wave in Coming Year: Federal Program is Big Factor in National Recovery," *Dubuque Telegraph Herald and Times Journal*, December 17, 1933, 23.

[17] Richard Guy Wilson, "Themes of Continuity," in *Modern Architecture* (Ames, Iowa: Iowa State University, 1991), 203.

[18] "Plan Program to Help Boys,' Girls' Tennis," *Chicago Tribune,* May 13, 1934, 33.

Superintendent of the South Park Commission. Donoghue called Caldwell into his office, told him about the position, and suggested that he apply for it.[19]

Alfred Caldwell's Early Background

Born in St. Louis, Alfred Caldwell (1903–1998) moved to Chicago with his family during his early childhood. He was the third of six children, and his parents often struggled to make ends meet. But his family's financial woes didn't dampen young Alfred's imagination or his sense of intellectual curiosity: "Caldwell was a thinker and a philosopher early on." [20] He loved poetry, literature, nature, and art and he possessed natural artistic talent. A product of the Chicago Public Schools, he attended Lakeview High School, where he studied under several influential teachers including Dr. Herman Silas Pepoon, an accomplished botanist and naturalist, and the author of *An Annotated Flora of the Chicago Area,* a classic book on native Midwestern plants.

Another important figure in Caldwell's early life was Charles A. Tirrell. A landscape architect and engineer, Tirell was married to one of Caldwell's cousins. Tirrell had a degree from the Massachusetts Agricultural College (which later became the University of Massachusetts, Amherst) and encouraged Caldwell to attend a university where he could study landscape architecture. Having worked at various jobs since he was quite young, Caldwell scraped together enough money for the tuition and enrolled in the landscape architecture department of the University of Illinois at Champaign-Urbana.[21]

Charles Tirrell frequently served as a consultant to Jens Jensen (1860–1951), a Danish immigrant who had begun working as a laborer for Chicago's West Park System and had risen to become the general superintendent and chief landscape designer of the West Park Commission. Jensen eventually became recognized as one of the nation's most prominent landscape architects and conservationists. Today, he is often recognized as "Dean" of Prairie style landscape design.[22]

Tirrell often talked to Caldwell about Jensen and his philosophies and projects. The young, aspiring landscape architect was always eager to hear these stories. Caldwell later described Tirrell as "a very capable man" who fully understood Jensen and his vision. Tirrell had direct knowledge of Jensen's work because he was frequently hired to do "the engineering and the surveying" for Jensen's private commissions.[23] Around 1920, just before Caldwell was ready to head off to college, Tirrell offered to take him for a ride along the North Shore to meet Jensen in his private studio in Highland Park.[24] Caldwell was thrilled with this opportunity. Years later he remembered how he felt when he first arrived at Jensen's

[19] Letter from George T. Donoghue to Charles T. Landon, January 26, 1934, Dubuque Park Division files.

[20] Domer, ed., *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* 3.

[21] Julia Sniderman Bachrach, "National Historic Landmark Nomination Form for the Lincoln Park Lily Pool" United States Department of the Interior, National Park Service, December 2004, 13.

[22] "Jens Jensen: 'Apostle of the Dunes,'" Indiana Dunes National Park, National Park Service, https://www.nps.gov/people/jens-jensen.htm

[23] Interview of Alfred Caldwell conducted by Robert Grese and Julia Sniderman, January 31, 1987, 3.

[24] Alfred Caldwell, "Oral History of Alfred Caldwell," Chicago Architects Oral History Project, interview by Betty Blum, Art Institute of Chicago, 1987, 4.

office in a rustic building on the edge of a ravine. He recalled being "tremendously" impressed and "practically intimidated" by Jensen.[25]

Caldwell became disillusioned almost as soon as he began his studies at the University of Illinois. His finances were so tight that he had to drop some classes, and he was extremely bored with the classes that he had not dropped. Caldwell was especially put off by the academic Beaux Arts approach that the department took in teaching landscape architecture.[26] When he told one of his professors that he admired Jens Jensen's naturalistic style, she told him ". . . you will not get very far in our department if you believe in Mr. Jensen."[27]

After only two semesters, Caldwell quit school and soon eloped with his sweetheart, Virginia Pullen (nicknamed Geda), a fourth cousin who had grown up in Cleveland.[28] The young couple settled in Chicago. Caldwell needed a job and thought that he would like to start his own landscape firm. Since he had no money to launch a business, he sought help from an acquaintance, George Donoghue.

A professional civil engineer, George Terry Donoghue (1884–1962) had previously served as the chief engineer for Chicago's Lincoln Park Commission. At the time Caldwell approached him with a business proposition, Donoghue had an engineering office downtown in Chicago's Wrigley Building, where he was also involved in speculative real estate projects. Donoghue agreed to set Caldwell up in business and even provided him with some space in his office. For the next year or two, the young landscape designer worked on many small projects. Although he made enough money to purchase his first car, Caldwell soon became dissatisfied again.[29]

After suggesting that Caldwell should work for Jens Jensen, Charlie Tirrell arranged for an interview. By this time, Jensen was respected throughout the region for having "created a distinctly Midwestern style of parks, gardens, and estates."[30] And, although his private practice had slowed during and just after World War I, by the mid-1920s the economy was booming, and Jensen was quite busy again.

Caldwell's meeting with Jensen was not a typical job interview. The tall, red-haired, blue-eyed Scandinavian spoke passionately "about the need to save the wetlands, the Everglades, and the prairies."[31] He used the word ecology, a term that Caldwell had never heard before.[32] Eventually, Jensen's secretary brought in lunch for both men. Caldwell was mesmerized and barely spoke during the entire meeting. Finally, Jensen told him to return to the studio the following day to begin working.[33] The younger man was

[25]Caldwell, "Oral History of Alfred Caldwell," 5.

[26] Caldwell, "Oral History of Alfred Caldwell," 19.

[27] Caldwell, "Oral History of Alfred Caldwell," 19.

[28] Bachrach, "National Historic Landmark Nomination Form for the Lincoln Park Lily Pool," 14.

[29] Bachrach, "National Historic Landmark Nomination Form for the Lincoln Park Lily Pool,", 14.

[30] Julia S. Bachrach and Jo Ann Nathan, *Jens Jensen: A Force of Nature: The Life and Work of Jens Jensen, A Collection of Essays* (Chicago: Chicago Department of Cultural Affairs, 2002), 8.

[31] Domer, ed. *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* 6–7.

[32] Caldwell, "Oral History of Alfred Caldwell," 26.

[33] Caldwell, "Oral History of Alfred Caldwell," 27.

enthralled because he felt he had finally found a mentor who could provide him with the kind of vision, education, and guidance he had "long been seeking."[34]

Influences of Jensen and Wright

Alfred Caldwell worked for Jensen for about five-and-one-half years, from 1925 to 1931. He served as a foreman on some the renowned landscape architect's most prominent projects including the Harley Clarke estate in Evanston, Illinois; the Florsheim estate in Highland Park, Illinois; and the Edsel and Eleanor Ford Estate in Grosse Pointe Shores, Michigan.

Jensen's foremen (sometimes called superintendents) played an important role in his office. "Recognizing the difficulty of representing many of his [Jensen's] design ideas in two-dimensional drawings, he [Jensen] came to regard plans as little more than a general framework for what would actually be developed."[35] This meant that the foreman on a project had to "interpret and implement his [Jensen's] ideas in the field."[36]

Caldwell later reflected on how much he learned while working for Jensen. He said that the small jobs he had previously produced were "a bit like a peanut barrel business and here I was involved in big things, big operations."[37] Since tractors were not available at that time, much of the landscape construction had to be done with teams of horses and men.[38] Caldwell's responsibilities included excavating lakes and reflecting ponds, quarrying and laying stone, and digging up and transplanting native shrubs and trees from the countryside, if they could not be obtained from nurseries. Jensen and Caldwell had great admiration for one another, and the two formed a close bond (Figure 6 and Figure 7).

Over the years, Tirrell and Caldwell had many conversations about the work of Louis Sullivan, Frank Lloyd Wright, and other progressive architects who are now considered members of the Prairie School. Jensen often created landscapes for buildings designed by these architects. However, as Caldwell later explained, "Jensen never talked much about architecture. What was important was his attitude towards things in general."[39] Architectural historian Richard Guy Wilson summarizes the shared principles: "Jensen and the Prairie School architects held to the principals of broad simple organizing patterns and complex details, creating spatial experiences related to the landscape, utilization of common materials in an unpretentious manner, and freedom from east coast and foreign stylisms."[40]

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[34] Bachrach, "National Historic Landmark Nomination Form for the Lincoln Park Lily Pool."

[35] Robert E. Grese, *Jens Jensen: Maker of Natural Parks and Gardens* (Baltimore, MD: The John's Hopkins University Press, 1992), 190.

[36] Grese, *Jens Jensen: Maker of Natural Parks and Gardens*.

[37] Caldwell, "Oral History of Alfred Caldwell," 37.

[38] Caldwell, "Oral History of Alfred Caldwell," 38.

[39] Richard Guy Wilson, "Alfred Caldwell Illuminates Nature's Way," *Landscape Architecture* 67, (September 1977), 408.

[40] Wilson, "Alfred Caldwell Illuminates Nature's Way," 408.



Figure 6. Jens Jensen and Alfred Caldwell, ca. 1945.



Figure 7. Columbus Park council ring, ca. 1925. Council rings are considered a signature element of Jensen's landscapes. Caldwell's inclusion of the stone benches in his designs reflects Jensen's influence. (Source: University of Massachusetts, Amherst)

A great admirer of Wright's work, Caldwell wanted to meet the famous architect. Sometime in the mid- to late- 1920s, while quarrying stone near Spring Green, Wisconsin for Jensen's Edsel and Eleanor Ford project, "Caldwell stopped at Taliesin to meet Frank Lloyd Wright, who had already become a hero to him."[41] The two had a warm rapport, and other visits soon followed. Before long, Wright would have an enormous impact on Caldwell and his work.

Due to the financial hardships of the Depression, by 1931, Jensen could no longer provide opportunities for his foremen. Life quickly became difficult for Caldwell, who by then had a wife and baby daughter to support. After completing a few small private landscape projects, Caldwell found himself without any prospects. Wright had just founded the Fellowship, an apprenticeship program in which architectural students came to live with him and his wife Olgivanna at Taliesin. Wright asked Caldwell to join him, suggesting that the two would be "farmer-architects."[42] Geda did not want to go to Taliesin, so she and the baby went to stay with her parents. Caldwell spent about three weeks at Taliesin and though this gave him a substantial amount of time with Wright, he was bored, lonely, and even hungry, because Wright's budget was tight and food was scant.

When asked years later what he learned while living at Taliesin, Caldwell replied: "I learned enormously but not specific things. The feeling of architecture that floats in space. I shall have that all my life, that dream."[43]

After he returned home, Caldwell found small jobs here and there. Finally, after George Donoghue secured CWA funding in late 1933, he came to Caldwell's rescue once again by hiring him to help design and

[41] City of Chicago, Department of Planning and Development, "Alfred Caldwell Lily Pool: Preliminary Landmark Report," May 2, 2002, 5.

[42] Caldwell, "Oral History of Alfred Caldwell," 52.

[43] Caldwell, "Oral History of Alfred Caldwell," 54.

implement landscape projects for the South Park Commission. Caldwell's major assignment was to help design and plant a Japanese Garden on the Wooded Island in Jackson Park.[44] Caldwell's position was only temporary. So, when V. K. Brown told Donoghue that the Dubuque Park Board was looking for a new superintendent to oversee CWA projects, Donoghue not only suggested that Caldwell apply, but he also offered to write a letter of recommendation.

Dubuque Superintendent of Parks Position

On January 4, 1934, the Dubuque Park Board met and agreed to authorize the agency's formal application to CWA Project No. 3, which involved hiring a new superintendent to plan and oversee improvements to Eagle Point Park. Several weeks later, the Park Board held a Special Meeting approving the transfer of $2,270 and allowing the use of Park Commission tools, materials, equipment and services for the project.[45]

On January 24, 1934, Caldwell began corresponding with Charles Landon in hopes of being selected as Dubuque's new park superintendent. In his first letter, Caldwell explained that he had worked in association with George Donoghue from 1923–1925, and following that, had spent a five-year period with Jensen, directing and constructing $200,000 of landscape work.[46] He wrote:

> Specifically, I can qualify as follows: I have a thorough knowledge of landscape and forestry. In addition, I have designed and built roads, bridges, and several swimming pools, one house, (and several recreation buildings, designed). I have a technical working knowledge of reinforced concrete construction. I can qualify as a quarryman and a stone mason. Aside from training, I have botanized over most of the Middle West. I am a student of ecology.[47]

Caldwell also explained why he thought the Dubuque position would be a good match for him:

> Partly out of the Jensen stimulus, I resolved, several years ago to secure a superintendent's position in some smaller park system. . . In a small park, even with a little money to spend, much might be done. It is out of the nature of things that the cheapest and nearest to hand, properly understood, is the best and most beautiful. All ugliness is expensive—certainly expensive to build.[48]

With this initial letter to Landon, Caldwell attached two letters of recommendation—the one from Donoghue, and a shorter note that Jensen had written for him earlier, to use whenever he sought opportunities. Jensen's note said: "Caldwell is an artist—a poet. He is going to try new pastures—I wish him well joy and happiness. Alfred Caldwell is sincere and honest and well qualified."[49]

Donoghue's letter was much more detailed. He explained that he had known Caldwell for about ten years. He noted that he and Caldwell had been associated in a landscape business together, and that he knew

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[44] James O'Donell Bennett, "Lovely Temple of 1893 Fair is Being Restored," *Chicago Tribune*, February 18, 1934, 7.

[45] "Minutes of Special Meeting of the Park Board," January 26, 1934, Dubuque Park Division files.

[46] Letter from Alfred Caldwell to Charles T. Landon dated January 24, 1934, Dubuque Park Division files.

[47] Letter from Alfred Caldwell to Charles T. Landon dated January 24, 1934.

[48] Letter from Alfred Caldwell to Charles T. Landon dated January 24, 1934.

[49] Letter from Jens Jensen titled (Copy), Dubuque Park Division files.

". . . of no young man of similar age who is quite as qualified for a position of this kind."[50] He went on to say that Jensen had told him ". . . at a luncheon one day that Caldwell was a genius."[51]

Landon replied to Caldwell, with a letter that asked if he was married, requested information about his academic background, and inquired whether he could come to Dubuque in the near future, "to look over our property."[52] Caldwell wrote back explaining that he was married and had two children, and that although he had attended the University of Illinois only from 1921 to 1922, he believed ". . . then— and much more now— that the training necessary for a landscape gardener is not to be gotten out of school curriculum" but through "the most ancient of all school methods: apprenticeship."[53] He provided some additional details on his work history and responded that he could come to Dubuque on a Saturday or Sunday morning, or even a weekday, if necessary.

An initial CWA budget of approximately $160,000 had to cover all of the Eagle Point Project's first year of costs, including the new superintendent's salary.[54] While the board expected that it would eventually receive additional funds for a more ambitious project, with the initial budget it planned to build a Stone Shelter with bathrooms. This structure (later renamed the Indian Room) was intended for year-round use. Caldwell believed that it would be enjoyed by picknickers in the summer, and people strolling in the park during the spring and fall. He suggested that with a big fireplace, it would serve as ". . . a haven in winter to warm the adventurous, out for a walk in the snow."[55] Around February 1, 1934, the board had Casimir "Casey" Krajewski, a local architect, select a site in the park and prepare an initial sketch of the shelter.[56]

The Park Board arranged for Caldwell to come to Dubuque on Sunday, February 11, 1934. He took the Illinois Central Railroad train from Chicago and arrived early in the morning. Dubuque Park Board President Glenn Brown, Landon, and one other member of the board drove Caldwell to Eagle Point Park. Landon later noted that during this site visit they "gave Mr. Caldwell the sketch, and he suggested some little change in the site."[57]

On February 16, 1934, less than a week after Caldwell had come to Dubuque, Landon sent him a follow-up letter. In it, he noted that and his cohorts "appreciated" and "enjoyed," Caldwell's visit, and he explained that the Park Board had been trying find a way to pay a superintendent's annual salary of more than $1,800, but due to the district's budgetary problems, he didn't think this would be possible.[58] When Caldwell read this letter, he was unsure whether it had been intended as a formal job offer. In his reply, Caldwell wrote that he had "felt all along that the salary matter should not be the main consideration,"

[50] Letter from George T. Donoghue to Charles T. Landon dated January 26, 1934.

[51] Letter from George T. Donoghue to Charles T. Landon dated January 26, 1934.

[52] Letter from Charles T. Landon to Alfred Caldwell dated January 31, 1934.

[53] Letter from Alfred Caldwell to Charles T. Landon dated February 2, 1934.

[54] Wilson, "Alfred Caldwell Illuminates Nature's Way," 409.

[55] Caldwell, "Atlantis and Return," *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* Dennis Domer, ed.,122.

[56] Memorandum from Glenn Brown to Charles T. Landon, May 5, 1934, Dubuque Park Division files.

[57] Memorandum from Glenn Brown to Charles T. Landon, May 5, 1934.

[58] Letter from Charles T. Landon to Alfred Caldwell dated February 16, 1934, Dubuque Park Division files.

and stated that if Landon's previous letter had been an official offer, that he would accept the position.[59] Caldwell also noted that he believed that it was imperative for him to return to Dubuque as soon as possible.[60]

In his reply letter of February 22, 1934, Landon stated:

> We feel that we should start this building at once, but in talking the matter over with Mr. Brown this morning, he feels, and I agree with him, that you should have complete say so, as to the type of building to be put up. Therefore, we intend to start on this job next Monday morning, and we are wondering if you would be willing to come to Dubuque again next Sunday.[61]

The board had informed the existing superintendent, Herbert Peters, that he would be demoted to serve as Caldwell's foreman.[62] Landon's follow up letter suggested that Caldwell should return to Dubuque quickly, so that he could ". . . explain to Peters exactly the type of rock to get out of our quarry, so that this work can be completed next week, so that when you come the foundation will be in and ready for the stone work from the ground up."[63]

Caldwell felt strongly about taking full control of the design and construction of the Stone Shelter. He managed to return to Dubuque on February 25, 1934, only three days after Landon had written the third letter to him. The Park Board wanted him to stake out the building so that laborers could begin excavating the foundation.[64] When Caldwell explained that he did want to follow Krajewski's sketch, the Park Board members insisted there wasn't enough time for new drawings to be prepared. In a 1987 interview, Caldwell recalled that when he was dropped off at his hotel, he told the members of the Park Board, "I'll do the plan tonight."[65] He said:

> I went up the street and found a store where I could buy a small drawing board, paper, a t-square, a triangle, and a pencil or two. I took it back and started to work. I laid it down about six o'clock the following morning. I worked continuously, all through the night until six o'clock and then the telephone rang at nine o'clock in the morning and they said, "We're in the lobby." I said, "One moment." I took it off the board and took it down to them. It was finished.[66]

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[59] Letter from Alfred Caldwell to Charles T. Landon dated February 20, 1934, Dubuque Park Division files.

[60] Letter from Alfred Caldwell to Charles T. Landon dated February 20, 1934.

[61] Letter from Charles T. Landon to Alfred Caldwell dated February 22, 1934, Dubuque Park Division files.

[62] Although Caldwell was told that Peters understood the situation and was fully accepting of it, Peters did not work under Caldwell for long. According to Glenn Brown's memo of May 5, 1934, Peters claimed that while he was bending reinforcing rods on March 12, 1934, he aggravated his stomach ulcers, which caused him to file for disability compensation.

[63] Letter from Charles T. Landon to Alfred Caldwell dated February 22, 1934.

[64] Memorandum from Glenn Brown to Charles T. Landon, May 5, 1934.

[65] Caldwell, "Oral History of Alfred Caldwell," 60.

[66] Caldwell, "Oral History of Alfred Caldwell," 60.

During the last fifteen or twenty years of his life, Caldwell often reflected on the early years of his career and told the story about staying up all night in his room in Hotel Julien and designing the Stone Shelter. Sometimes he indicated that he created a single drawing that night, and other times he suggested that he produced a full set of drawings.[67] Although the initial drawing or drawings have never been found, a Memorandum from Glenn Brown to Charles Landon recently discovered in the files of the Dubuque Park District refers to a foundation sketch that Caldwell prepared during his second visit. Brown wrote that Caldwell had "worked out" this sketch so that he could "set the stakes with a view of starting the work right away."[68] The memo also states that because Caldwell created the sketch and laid out the stakes, some of the construction began even before Caldwell returned to Dubuque to begin working as Park Superintendent.[69]

Caldwell Creates Park Plans and Begins Stone Shelter Construction

The Dubuque Park Board formally appointed Alfred Caldwell as Park Superintendent on March 8, 1934. A few days later, the *Dubuque Telegraph Times Herald* reported, "Mr. Caldwell has started a study of the Dubuque Park System preliminary to the outlining of a plan of landscaping and developing."[70] The article noted that Caldwell would eliminate "haphazard methods in park development" and provide a vision to enhance the natural beauty of Dubuque's parks.[71]

In the first few weeks in his new position, Caldwell's immediate priority was to complete plans for the Stone Shelter while its foundation was being constructed. After he spent long days with workmen pouring concrete, Caldwell would come home, have dinner with his family, and then clear off the dining room table to spend long hours in the evening preparing drawings.[72]

Caldwell was deeply inspired by the site's natural landscape, especially its abundant supply of native stone. Because of its geological history, Caldwell believed that ". . . horizontal stratification, so apparent in the limestone cliff or the stone quarry" represented the "truth" or "principle of the stone."[73]

In a memoir entitled *Atlantis and Return*, Caldwell suggested that he had "planned the walls of the park building as in-and-out cadences of horizontal bands."[74] He went on to explain:

> The sun would strike the projected courses of stones, and they would cast their shadows on the walls. The wall would have over its surface these fluctuating bands of sunlight and shadow,

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[67] Dennis Domer, who collaborated with Caldwell to publish *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect*, suggests (page 15) that in the course of the evening Caldwell prepared "two sections, an elevation, details, and perspective."

[68] Memorandum from Glenn Brown to Charles T. Landon, May 5, 1934.

[69] Memorandum from Glenn Brown to Charles T. Landon, May 5, 1934.

[70] "Park Board Prepares Development Plan," *Dubuque Telegraph Herald and Times Journal*, March 11, 1934, 13.

[71] Park Board Prepares Development Plan," *Dubuque Telegraph Herald and Times Journal*, March 11, 1934, 13.

[72] Caldwell, "Atlantis and Return," *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* Dennis Domer, ed., 126.

[73] Caldwell, "Atlantis and Return," 126.

[74] Caldwell, "Atlantis and Return," 126.

> moving in expressive rhythms, musical in character. At the same moment this would be a method of building stone masonry so simple, so natural, and so easy in execution that on extensive work such as this it would save many thousands of hours of labor.[75]

Caldwell had envisioned the Stone Shelter as part of an ambitious plan that he called the "City in a Garden."[76] The project would include several stone buildings, stone ledges and terraces, a large public garden with a naturalistic reflecting pool and waterfall, stepping-stone paths and walkways, and a series of circular stone benches, called council rings. The landscape and interrelated buildings would be expressive of the Prairie style (Figure 8). In his memoir, Caldwell wrote that he ". . . planned it to be a miracle of nature, as if in some unaccountable way just this space of the beautiful earth had been left unspoiled."[77]

In addition to beauty, durability, and affordability, the Eagle Point Park project provided excellent work-training opportunities for laborers. Caldwell later noted, "All of the work was original; it had never been done before, and the workmen had to be trained to do it."[78] He personally taught the men how to grade the site, cut and lay the stone, and even to build the wooden tables and benches he had designed for the building.

In the summer of 1934, as the Stone Shelter's exterior walls and roof reached completion, the *Dubuque Telegraph Herald* began providing extensive coverage about the project. Headlined "'Poems in Stone' Are Being Written at Eagle Point Park; Use Nature's Gifts," an August 12, 1934 article reported that under the direction of Alfred Caldwell, the new Park Superintendent, an "intelligently planned 'nature helping' program" had been launched in the park system.[79] Noting that Caldwell's approach ". . . does not attempt in any sense to improve upon nature, but has as its purpose the use of nature's gifts," the story was illustrated with an overall view and close-up photograph of the Stone Shelter.[80] It explained that when completed, the two-story building would provide bathroom facilities, shower and dressing rooms for tennis players, and community rooms where groups could gather in both summer and winter (Figure 9 and Figure 10).[81]

By early December, Caldwell and his men were at work building a large fireplace for the Stone Shelter's community room. With an enormous hearth opening, the fireplace was meant to emulate "the pioneer fireplaces which provided all the heat for the early American dwelling."[82] Caldwell's design for the large

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[75] Caldwell, "Atlantis and Return," 126.

[76] "Start Another Unit in Park Program," *Dubuque Telegraph Herald and Times Journal,* November 25, 1934, 7.

[77] Caldwell, "Atlantis and Return," 130.

[78] Caldwell, "Atlantis and Return," 134.

[79] "'Poems in Stone' Are Being Written at Eagle Point Park; Use Nature's Gifts," *Dubuque Telegraph Herald and Times Journal,* August 12, 1934, 3.

[80] "'Poems in Stone' Are Being Written at Eagle Point Park; Use Nature's Gifts," *Dubuque Telegraph Herald and Times Journal,* August 12, 1934, 3.

[81] "'Poems in Stone' Are Being Written at Eagle Point Park; Use Nature's Gifts," *Dubuque Telegraph Herald and Times Journal,* August 12, 1934, 3.

[82] "Start Work on Fireplace in Park Building," *Dubuque Telegraph Herald and Times Journal,* December 2, 1934, 13.

fireplace featured a prominent lintel of native stone that would be lightly carved with subtle geometric lines.[83] A smaller fireplace would be built on the balcony level (Figure 11 and Figure 12).

By this time, Caldwell had begun preparing plans for two other buildings that were part of his overall vision for the park—a Reservoir/Bridge/Concession Stand Building (often called the Bridge Complex) and a Pump House/Tool Room (now known as the Veranda Rooms) (Figure 9 and Figure 10). Both structures would be built of the same native stone as the Stone Shelter.

The larger structure (Bridge Complex) was originally intended to serve as reservoir to provide water service, which had long been lacking in Eagle Point Park. [84] This building was designed with a lookout tower that would provide a commanding view of the entire park. The structural design also featured a "roofed bridge that would extend across a roadway through the park."[85] Nearby, a more modest structure would serve as the pump house and provide space for the storage of tools and equipment.

[83] "Start Work on Fireplace in Park Building," *Dubuque Telegraph Herald and Times Journal,* December 2, 1934, 13.

[84] "Start Another Unit in Park Program," *Dubuque Telegraph Herald and Times Journal,* November 25, 1934, 7.

[85] "Start Another Unit in Park Program," *Dubuque Telegraph Herald and Times Journal,* November 25, 1934, 7.

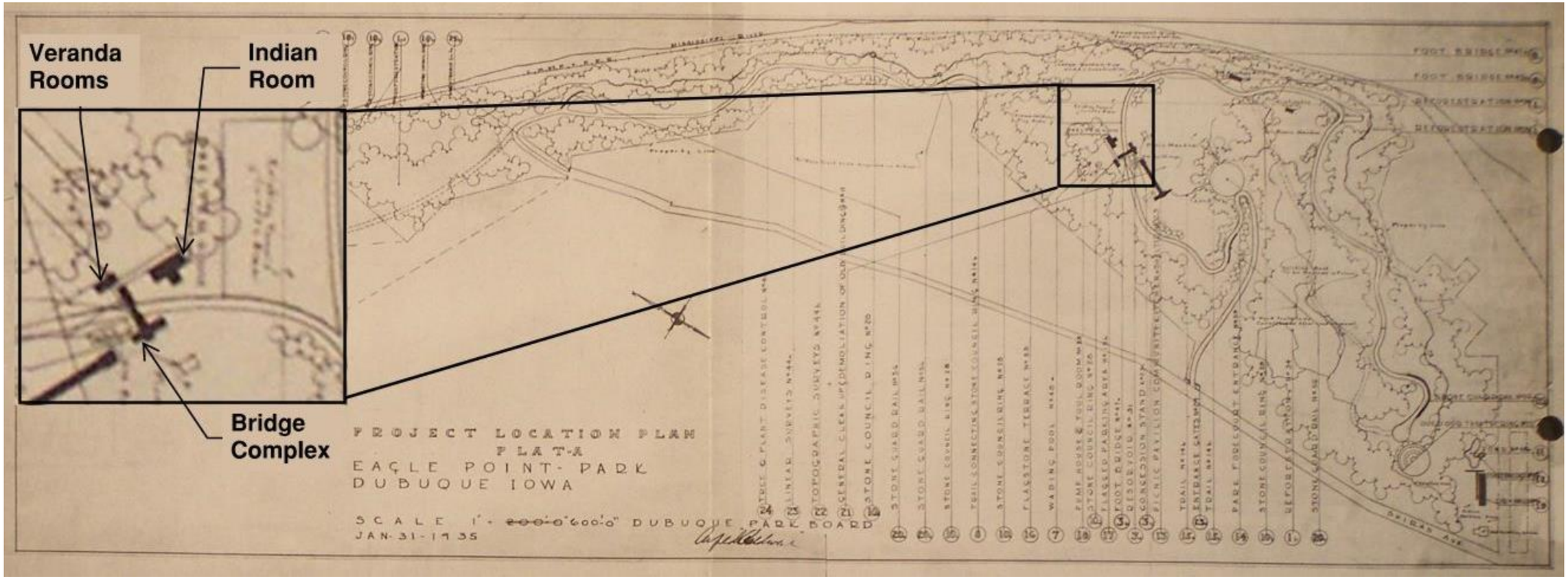


Figure 8. Caldwell's plan for Eagle Point Park showing the Foot Bridge (present day Bridge Complex), Pump House and Tool Room (present day Veranda Rooms), and the Flagstone Terrace (present day Indian Room). (Source: Dubuque Museum of Art)

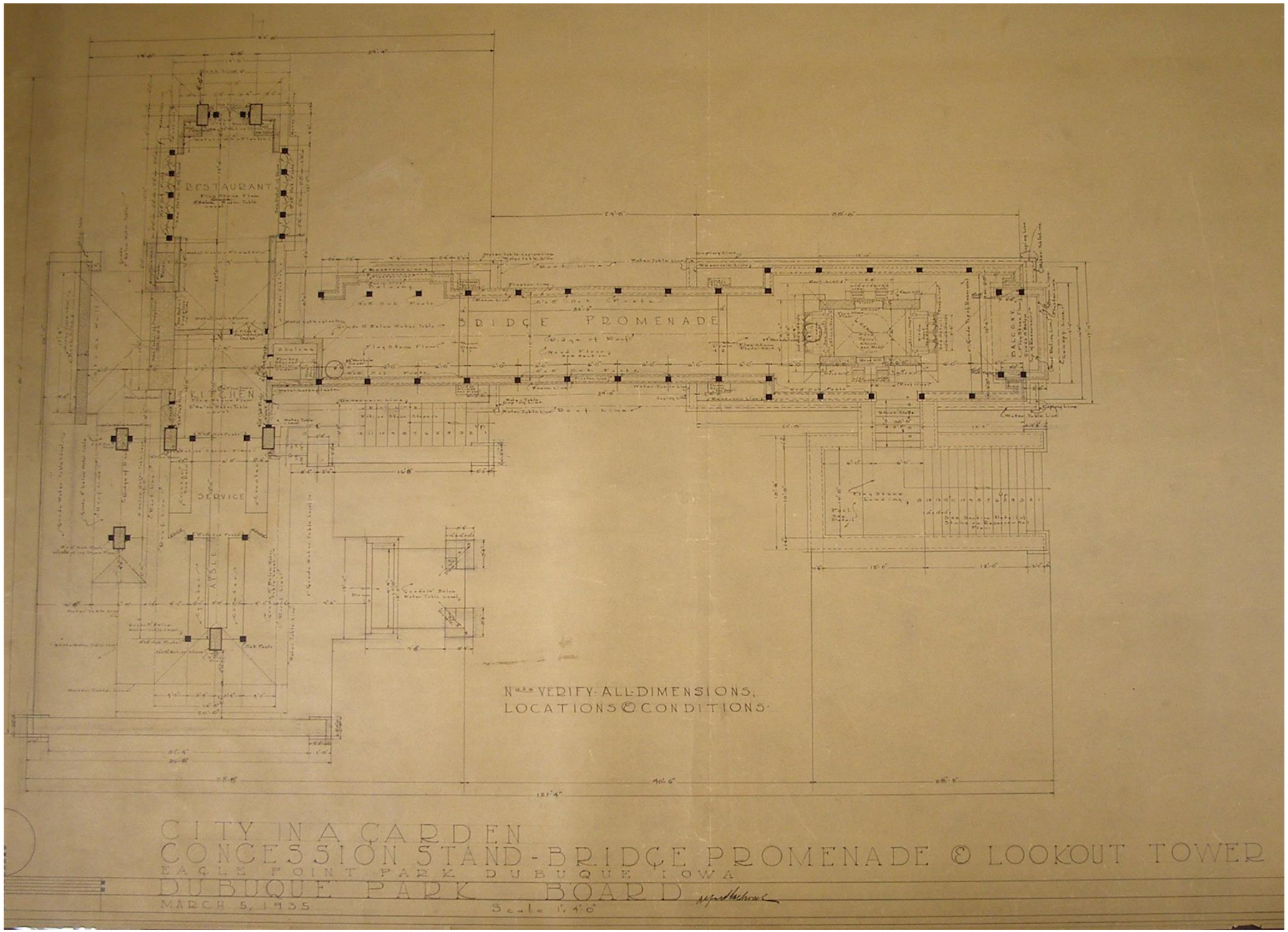


Figure 9. Original plan drawing of the Bridge Complex, dated March 5, 1935. (Source: Dubuque Museum of Art)

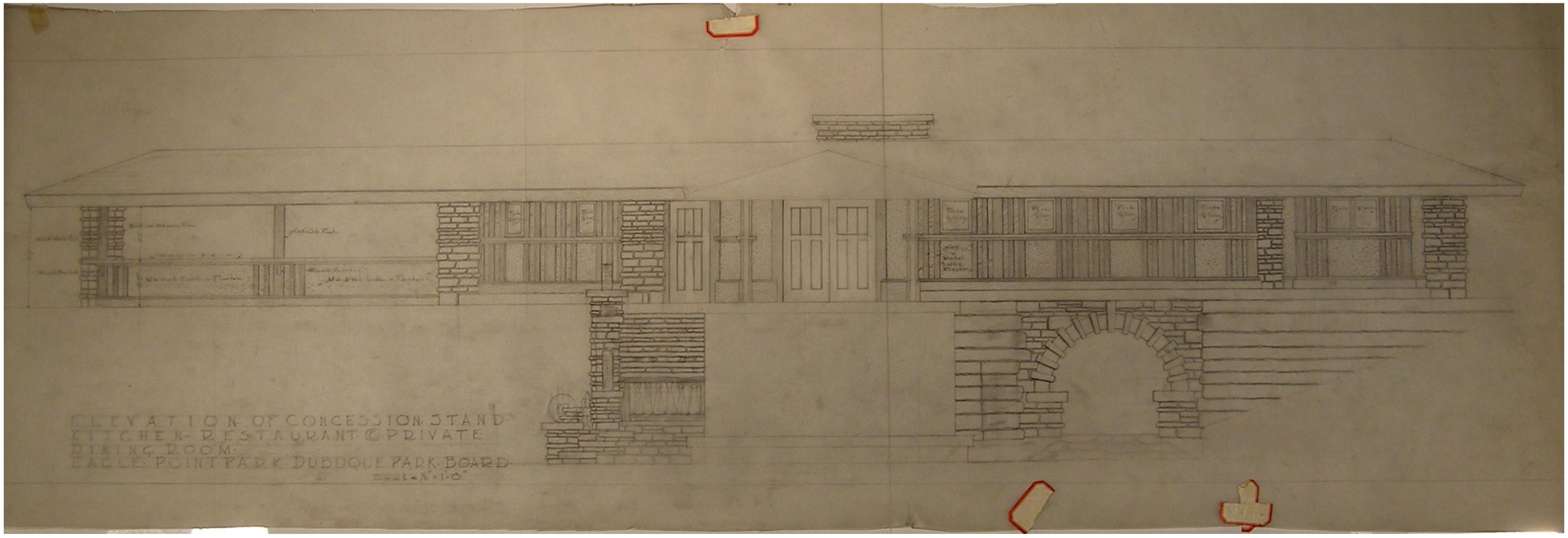


Figure 10. Original elevation of the Bridge Complex. (Source: Dubuque Museum of Art)



Figure 11. This photograph appeared in the *Dubuque Telegraph Herald* on November 25, 1934, in an article entitled "Start Another Unit in Park Program: Water Reservoir to Form Foundation for Lookout Tower." The caption explains, "Workmen are shown in the photograph above engaged in the finishing of a foundation constructed for a reservoir to be built in Eagle Point Park. This, like other work in the park will be of native stone. It is the plan of Alfred Caldwell superintendent of parks and creator of the rock work in the park, to build a forge shelter to permit work on the reservoir to continue through the winter."

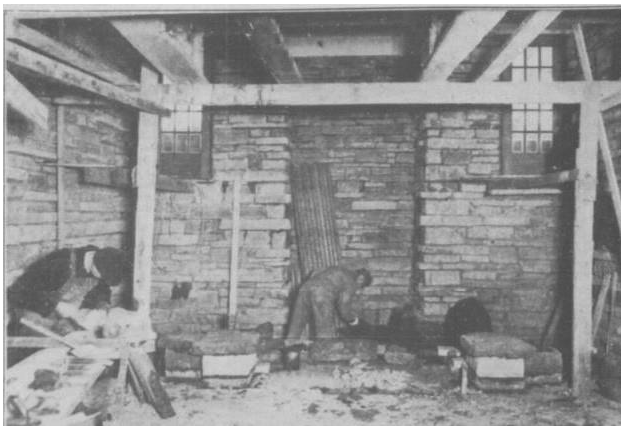


Figure 12. According to a *Dubuque Telegraph Herald* article of December 2, 1934, ". . . workmen had just completed the laying of the first layer of native limestone for the huge fireplace in the Eagle Point Park shelter house when the photograph above was taken." Note that the fifteen-light single-leaf balcony doors shown in the upper portion of the photo are different than the existing Prairie Style-inspired doors.

CCC Camp Application

While the Stone Shelter was reaching completion in early 1935, Caldwell continued to focus on his ambitious "City in a Garden Plan." He completed a project location plan for the Dubuque Park Board on January 17, 1935. In addition to identifying locations for landscape improvements such as stone council rings, a flagstone parking lot, a flagstone terrace, trails, and areas to be reforested, the plan showed locations for the Bridge Complex and Pump House/Tool Room, as well as a picnic pavilion/ community kitchen shelter building that was never realized (refer to Figure 9).

The Dubuque Park Board may have asked Caldwell to create the location plan as part of its efforts to secure federal funding to cover the costs of Eagle Point Park's improvements as well as those for the somewhat smaller Grandview (now Murphy) Park. One strategy that the Park Board had begun pursuing was to apply to establish a local Civilian Conservation Corps (CCC) camp. The intent was to train CCC laborers and have them undertake the work at the two parks.

On February 9, 1935, the Dubuque Park Board completed a detailed camp application for submittal to the U.S. Department of the Interior, National Park Service, State Park Division.[86] The completed application

[86] Glenn Brown signed and notarized a completed Form A-4, N.P.S., February 9, 1935. Page 10 of this form is signed by Charles T. Larson, Secretary of the Dubuque Park Board. This page includes blank signature lines for federal officials to

form explains that over the previous year, federal Work Relief programs had initiated projects at Eagle Point Park that were then in various stages of completion. The form outlined various priorities that were likely written by Caldwell. They included completing the construction of the Reservoir/Bridge/Concession Stand Building, Pump House/Tool Room, and a stone terrace.

Listed as Priority 3, the application's description of the Reservoir/Bridge/Concession Stand Building noted that a single structure would accomplish several important goals:

> The reservoirs are planned in order to increase and extend the present inadequate water supply. The footbridge abutting the two reservoirs is to provide safe crossing of the park road. Due to the traffic, this road is often dangerous to cross and as a result the park land on the other side (the west) is little used. The concession stand [would provide] space under roof where the operator of the concession could install lunch counters and a small kitchen. This is to replace a large and exceedingly ugly concrete structure now serving. The reservoirs are to be built of stone with interior reinforced concrete waterproof lining walls. The bridge is of light wood construction resting on two 10" x 16" strutted wood timbers. The concession stand space is [to be] of stone and wood construction. [87]

In describing the Pump House/Tool Room (Priority #18), the application noted that the building was meant to replace an older dilapidated pump house that had been built of cast concrete:

> The new building is of stone construction with a wood shingle roof. One side of the building abuts on [sic] the proposed flagstone terrace and a chimney on that side of the pump house gives a fine chance for a cooking group in connection with the use of the terrace. A forge is to be built in the building, and a place is to be made for the possible installation of a steam heat boiler to heat any of the buildings in this group, in the future.[88]

Many of the priorities in the CCC form were for landscape improvement projects, such as footbridges, trails, a flagstone parking area, and a flagstone terrace. Listed as Priority 16, the stone terrace was described as "a fine promenade connecting with the shelter house, toilets, bridge and park areas," that would be of "flagstone construction with grass joints."[89]

The application included a statement about the proposed stonework for Eagle Point Park that also seems likely to have been written by Caldwell. This one-page summary states:

> Here in Dubuque, golden slabs of limestone lie underfoot everywhere; the stone is more plentiful than earth. It is proposed to use a great deal of this cheap and eloquent material. It is proposed to lay up the stone in a simple, imaginative, natural way, suitable to the capabilities of young and previously untrained workers.[90]

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indicate whether they recommend or do no recommend the project, suggesting that the application did not progress through the National Park Service.

[87] Glenn Brown, Form A-4, N.P.S., Priority 3, February 9, 1935.

[88] Glenn Brown, Form A-4, N.P.S., Priority 18, February 9, 1935.

[89] Glenn Brown, Form A-4, N.P.S., Priority 16, February 9, 1935.

[90] Glenn Brown, Form A-4, NPS, "Note on the Stone Work," February 9, 1935.

As Caldwell often expressed in interviews, presentations, and other written documents, this essay also emphasizes the symbolic importance "of the stone itself. The document notes that "taken chaste and uncut from the quarry," the stone would be used in "conventionalized forms suggested and inspired by the out-cropping ledge in the landscape."[91]

Construction Continues and WPA Approves Project 1935

In March of 1935, the Park Board opened the Stone Shelter for public use, even though it did not yet have plumbing or heating, and the exterior stone terrace had not yet been laid.[92] The *Dubuque Telegraph Herald* reported that Red Wing Girl Scout Troop was the first group to utilize the building. The article has photographs showing Girl Scouts sitting on the custom-designed and built wooden benches at what was described as "the rather modernly designed table" at the center of the community room (Figure 13through Figure 15).[93] Other groups also soon began to hold events in the Stone Shelter.

During the spring and summer of 1935, Caldwell was often the featured speaker for luncheons organized by Dubuque's Art Association, garden clubs, and women's organizations. Some of these events took place in Eagle Point Park, and Caldwell provided tours of the work that had been completed so far. By late October, the foundations had been laid for the Reservoir/Bridge/Concession Stand Building and Pump House/Tool Room. By this time, stone walls for the Bridge Complex's two reservoirs were under construction.



Figure 13. Photograph from the *Dubuque Telegraph Herald*, dated March 24, 1935, showing the Red Wing Girl Scout Troop, the first group to use the community room in the Stone shelter. The image shows the fireplace on the balcony level.



Figure 14. Photograph from the *Dubuque Telegraph Herald,* dated March 24, 1935, showing the Red Wing Girl Scout Troop, the first group to use the community room in the Stone shelter. The image depicts the Girl Scouts at the table specially designed for that space. Note that the existing wood windowsill with built-in bench is not present in the photo. Also note that the vertical elements of the table do not appear to be functional.

[91] Ibid.

[92] "Girls First to Visit Shelter House at Park: Finishing Touches Being Put on Structure; Built with FERA Funds," *Dubuque Telegraph Herald and Times Journal,* March 24, 1935, 13.

[93] "Girls First to Visit Shelter House at Park: Finishing Touches Being Put on Structure; Built with FERA Funds," *Dubuque Telegraph Herald and Times Journal,* March 24, 1935, 13.



Figure 15. Photograph from the *Dubuque Telegraph Herald*, dated March 24, 1935, showing the Red Wing Girl Scout Troop, the first group to use the community room in the Stone shelter. The image shows the group gathered near the great fireplace in the community room.

The CCC camp proposal apparently did not move forward.[94] However, an announcement was soon made about an alternative proposal for federal funds to support the completion of Eagle Point Park. In 1935, President Roosevelt's administration replaced the CWA with a more ambitious New Deal Program called the Works Progress Administration (WPA). On November 10, 1935, the *Dubuque Telegraph Herald* reported that an ". . . allocation of approximately $200,000 has been approved by district, state, and national WPA offices for the completion of . . . [the] . . . entire city in a garden plan, developed and planned in detail by Alfred Caldwell, superintendent of city parks."[95] The article stated that a force of 200 men would begin working in the park within the week, and that the entire program was expected to take one year to complete. It also noted that provisions were being made to allow construction to continue through the winter months (Figure 16 through Figure 18).

[94] As noted above, Form A-4, N.P.S., February 9, 1935, was not signed by federal officials and therefore may not have progressed through the National Park Service.

[95] "Park Project to Employ 200 Men: $200,000 Will Be Spent at Eagle Point," *Dubuque Telegraph Herald and Times Journal*, November 10, 1935, 15.

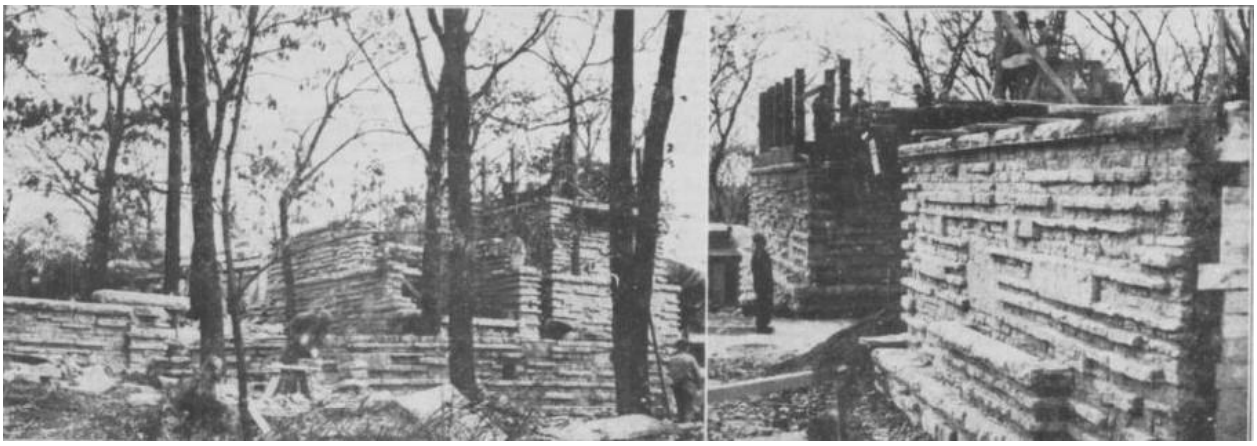


Figure 16. On November 10, 1935, the *Dubuque Telegraph Herald* published an article entitled "Progress of Work in Eagle Point Park Shown," The article was illustrated with the two photographs above as well as a third photo of the pool and ledge garden. The photos shown here were captioned, "Photographs above show two views of the twin reservoirs being constructed in Eagle Point Park as part of the "city in a garden plan" developed for the park by Alfred Caldwell superintendent of parks."



Figure 17. The reflecting pool, also known as the fish pond, was an important feature of the ledge garden, ca. 1935. (Source Dubuque Park Division)



Figure 18. By the fall of 1934, some of Caldwell's landscape improvements had also been completed. This photograph showing members of the Dubuque Women's club gathered at one of the Eagle Point Park council rings was published in the Dubuque Telegraph Herald on November 11, 1934.

Caldwell's Dismissal

The Dubuque Park Board dismissed Caldwell from his position as superintendent in mid-January of 1936. Many years later, when reflecting on his life, Caldwell said that throughout his career he was often misunderstood and disliked, and he claimed to have been "fired from every job he ever had."[96]

It is clear that many of Caldwell's associates in Dubuque did not like him. Caldwell had very high standards for his colleagues and subordinates, and his intense drive and passionate nature were not always

[96] Domer, ed., *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* 17.

appreciated by those who worked with him. Decades after the park was completed, J. J. "Joe" Hail, who had long served as Dubuque's Water Superintendent, recalled an incident when Caldwell had tried to pick a fistfight with him over a disagreement regarding a water issue in the park. Hail said that on another occasion, "Caldwell convinced reluctant WPA crews to work in the rain by rolling himself in the mud."[97]

Despite his reputation as a difficult person, Caldwell's sudden dismissal by the Dubuque Park Board after the WPA approved the Eagle Point project has always been somewhat perplexing. On the day he was fired, the *Dubuque Telegraph Herald* reported that Caldwell was discharged due to his failure ". . . to speed up the development program at Eagle Point Park, made possible by WPA funds and labor."[98]

This was a somewhat simplified explanation. The recent discovery of archival documents in the attic of the Dubuque Park Division offices sheds new light on this issue. Newly found minutes of various Dubuque Park Board meetings of mid 1930s indicate that in the months since the Eagle Point Park project was turned over to the WPA, the board struggled with Caldwell's failure to cooperate with the government engineers who had been put in charge of the work.

On January 14, 1936, the board held a special meeting in Charles Landon's office. (Caldwell was not invited to this meeting.) According to the meeting minutes: "It was felt that ample time had been given Mr. Caldwell to co-operate with the Government engineers in order to speed up the work. The members of the Board felt they were assuming too great a responsibility in keeping Mr. Caldwell on the job as their superintendent and insisting that the Government carry on the project as he directed."[99]

At the conclusion of the meeting the Board asked Caldwell into the room and informed him of their decision. The Board then notified Charles F. Mosser that he had been appointed as Acting Superintendent.[100] Mosser had previously served as foreman under Caldwell, and the two seem to have worked well together. Mosser resigned from the position only three months later. The Board then appointed Wendelin Rettenberger to head the park system as General Foreman.[101] A Bavarian immigrant horticulturist, Wendelin Rettenberger (1899–1987) had begun working for the Dubuque Parks Department in 1924 and had served as one of Caldwell's three main assistants.[102] A month or two after Rettenberger's appointment as General Foreman, the Board changed his title to Superintendent. He remained in the position until 1952.

After Caldwell's dismissal, he returned to Chicago with his family and began working as a landscape architect for the newly consolidated Chicago Park District. He was extremely busy during this period producing designs and plans for important projects including Riis Park and Promontory Point (which are both listed in the National Register of Historic Places) and Lincoln Park's Foster to Montrose Extension and

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[97] David Fyten, "40 Years Take Their Toll on Eagle Point Pavilions," *Dubuque Telegraph Herald,* September 15, 1974, 48.

[98] "Park Head Here Is Discharged," *Dubuque Telegraph Herald,* January 14, 1936, 2.

[99] "Minutes of Special Meeting of the Park Board," January 14, 1936, Dubuque Park Division files.

[100] Ibid.

[101] "Minutes of the Park Board," April 9,1936, Dubuque Park Division files.

[102] "Rettenberger, Wendelin," *Encyclopedia Dubuque*, https://www.encyclopediadubuque.org/index.php/RETTENBERGER,_Wendelin, accessed November 2024.

Lily Pool. (The entire park is listed in the National Register and the Lily Pool, now named the Alfred Caldwell Lily Pool, is also a National Historic Landmark). Caldwell must have felt somewhat embittered by the way he was treated in Dubuque, and he was fully occupied by his Chicago Park District position. But he remained passionate about the Eagle Point Park project, and thus Caldwell agreed to produce some plans for the Picnic Pavilion/Community Kitchen Shelter in Eagle Point Park in early 1936. (This fourth "City in a Garden" building was never built.)

Further Improvements and Enthusiasm for the Park After Caldwell's Departure

Construction progressed rapidly with the addition of WPA laborers. In the spring of 1936, the *Dubuque Telegraph Herald* stated that more than 120 men had been working on the park through the winter, despite an extremely cold period between mid-January and late February. Noting that substantial progress had been made on the completion of the park, the article provided laudatory descriptions of the T-shaped Bridge Complex including its distinctive stone tunnel and artistic fireplace.[103]

In June of 1936, Joe Dillon, a Dubuque artist, completed a series of "Indian Lore" mural panels that extend across the tops of the walls in the Stone Shelter's first story public room (Figure 19). The project was sponsored by the WPA. Although "the artist admitted before he started the work that he knew little about Indians, except in drawing types," the theme may have been inspired by Caldwell's plans for some of the landscape features of the park.[104] For example, Caldwell had referred to naturalistic paths and Indian trails, and council rings as "rings of stone" where "Indians of North America gathered in circular groups for council war or peace."[105] The Stone Shelter began to be called the Indian Room by late summer of 1938 on account of the murals.[106]

Born in Dubuque, Joseph P. Dillon (1905–1962) studied at the Columbia Academy in Dubuque and at Crane High School in Chicago. According to *Iowa Artists of the First Hundred Years,* he attended the . . . private Art School of M. F. French, Professor of Art at the University of Chicago, for two years, and one year traveling with the Reuben-Cherry carnival painting signs and side-show fronts."[107] Dillon's art career appears to have been short-lived. According to U.S. Census records, in 1940 and 1950, he worked as a painting contractor.

By the summer and fall of 1936, many Dubuque residents felt a strong sense of pride about the recent improvements to Eagle Point Park. In August, a carefully crafted model of the park's "City in a Garden" project was put on display at the Iowa State Fair in Des Moines. Works Progress Administration directors

[103] "Make Progress at Point Park," *Dubuque Telegraph Herald,* April 5, 1936, 15

[104] "Indian Lore is Murals Theme: Young Dubuque Artist Has Originality," *Dubuque Telegraph Herald,* June 7, 1936, 14.

[105] "Indian Council Rings of Stone for Dubuque Parks," *Dubuque Telegraph Herald and Times Journal,* August 26, 1934, 7.

[106] "First Peonies to be Planted: Civic Garden Clube to Set Plants this Week," *Dubuque Telegraph Herald,* September 18, 1938, 2.

[107] Zenobia B. Ness and Louise Orwig, *Iowa Artists of the First Hundred Years* (Des Moines, Iowa: Wallace Homestead Co., 1939) 63.

told park officials that this miniature reproduction of the Dubuque park improvements" was the "only exhibit of its kind at the state fair."[108]

Local excitement was extremely high on October 9, 1936, when President Franklin Delano Roosevelt and First Lady Eleanor Roosevelt visited Dubuque to view the WPA projects in the Eagle Point Park district. Thousands of people gathered to greet President Roosevelt and to hear him speak: "You have a very fine park here," he said, "and I wish that every city in the country could have one of equal beauty."[109] FDR then went on make a pronouncement that has since become quite famous in Dubuque. He said, "We are glad to have had some part in improving your park, through WPA, and if you ask me, I think it was a very successful boondoggle."[110]



Figure 19. These photographs of Joe Dillon and close-up views of his mural appeared in the Dubuque Telegraph Herald on June 7, 1936.

Completion of WPA Work

When Eagle Point Park formally opened for the season on May 30, 1937, the *Dubuque Telegraph Herald* announced that visitors would "find the 'nature aiding' program carried out in the park nearly completed."[111] Despite the article's effusive descriptions of the Caldwell-designed improvements, much of the work had, in fact, not yet been finalized (Figure 20). By this time, the buildings still did not have plumbing. The Park Board had hoped that the City of Dubuque would build a sanitary sewer system at Eagle Point Park's entrance, but due to a shortage of funding, the project had not materialized. Thus, the Park Board made plans for a sewage disposal system in the park and had its men begin to construct a

[108] "Eagle Point Project Shown at State Fair," *Dubuque Telegraph Herald,* August 30, 1936, 4.

[109] "Dubuque Greets FDR: President and Party, Including Nation's 'First Lady,' Pause to Pay Tribute to Sen. Murphy, Views WPA Projects in Eagle Point District," *Dubuque Telegraph Herald,* October 9, 1936, 1.

[110] "Dubuque Greets FDR: President and Party, Including Nation's 'First Lady,' Pause to Pay Tribute to Sen. Murphy, Views WPA Projects in Eagle Point District," *Dubuque Telegraph Herald,* October 9, 1936, 1.

[111] "Eagle Point Park Formally Opens," *Dubuque Telegraph Herald,* May 30, 1937, 12.

cesspool and septic tank on site.[112] Shortly thereafter, an agreement was made that the park would be annexed by the City and that the WPA would construct a water tower within the park's boundaries.[113]

With the changes in plans for the water system, the Bridge Complex would no longer need water reservoirs, and the Pump House/Tool Room would not have to house a pump. One of the Pump House/Tool Room's two rooms was converted into a park shelter (Figure 21and Figure 22).[114] The other room was to be used as a workroom and tool storage room and would later also be converted for public use as well (Figure 23). (The Pump House/Tool Room would become known as the Veranda Rooms by the mid- to late- 1940s.)[115]

Superintendent Rettenberger was very upset about the slow progress on completing construction of the park, and he believed that the inefficiencies and problems were being caused by the WPA. In late 1937, he was especially frustrated when he learned that the government planned to transfer the majority of the men working on Eagle Point to the Lock and Dam 22 Project, which was also an initiative of the WPA.

Rettenberger addressed his concerns by writing a lengthy letter pleading for more resources.[116] He noted that even though the "Dubuque Park Board had doubled its sponsor's Contribution Pledge, the bureaucracy of the WPA failed to make the completion of Eagle Point Park a high priority."[117] Superintendent Rettenberger pointed that many of the project improvements were only half completed. One example that he cited was the Pump House/Tool Room, which was meant to be used by laborers to continue working during the winter. Though it was already December, this structure did not yet have its stone facing or its chimney which would be essential for a stove and blacksmith forge.[118]

Despite having more limited resources, Rettenberger and his smaller WPA crew finally completed the "City in a Garden" improvements in 1938. In mid-May, as park staff worked diligently to complete final work before opening Eagle Point Park for the season, the *Dubuque Telegraph Herald* described updates that had been made to allow greater numbers of people to use the park shelters. In addition to converting the entire Pump House/Tool Room into a park shelter, the article noted that an innovative approach had been taken to allow large groups of people eat in the park restaurant spaces at the same time." This was accomplished through the creation of "combination bench-tables" that had been designed and built specifically for the promenade bridge dining rooms and the open-air flagstone terraces of the restaurant (Figure 24 and Figure 25).[119] This report also noted that the city's water lines and sewer mains were being extended into the park.

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[112] Letter from Superintendent Rettenberger to Park Board, December 10, 1937, Dubuque Park Division files

[113] Schlarman, "Eagle Point Park Historic District," National Register of Historic Places Registration Form, Section 7, 19.

[114] "Eagle Point Park Formally Opens: WPA Buildings Art Completed," *Dubuque Telegraph Herald,* May 30, 1937, 12.

[115] "Miss Helen Wise Complimented at Picnic Shower," *Dubuque Telegraph Herald,* August 10, 1947, 24.

[116] Schlarman, "Eagle Point Park Historic District," National Register of Historic Places Registration Form, Section 8, 75.

[117] Letter from Superintendent Rettenberger to Park Board, December 10, 1937, Dubuque Park Division files.

[118] Letter from Superintendent Rettenberger to Park Board, December 10, 1937.

[119] Point Park Opens Next Sunday," *Dubuque Telegraph Herald,* May 15, 1938, 22.

Major dedication ceremonies were planned for all Eagle Point Park WPA projects as part of the Old Settler's Day five-day festival on August 20, 1938. Although rain showers dampened the planned picnic and dedication program, tens of thousands of people gathered, and when the weather cleared up that evening, they enjoyed an "Under Five Flags" pageant.[120]

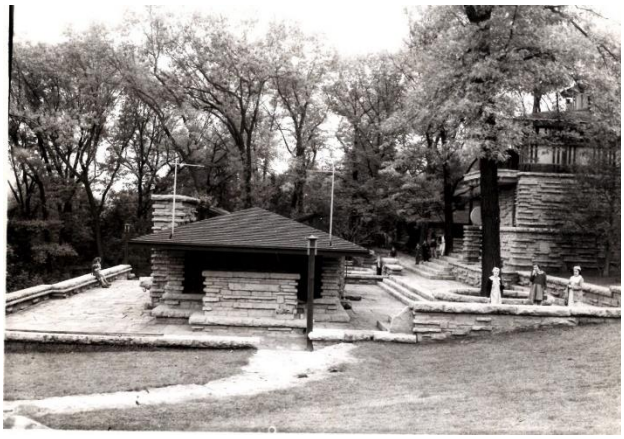


Figure 20. This photograph appeared in *Dubuque Telegraph Herald* on May 30, 1937, in an article entitled "Eagle Point Park Formally Opens: WPA Buildings Are Completed." The caption notes that the "new buildings in Eagle Point Park are almost entirely surrounded by flagstone courts." The photo indicates that the circular stonework element originally edged a large mature tree. A lamp post can be seen on the edge of the stone terrace and two metal poles are shown rising from the edges of the hipped roof. Note that the roof had no roof caps in this photo.



Figure 21. Early view of the Bridge Complex, circa 1937. (Source: Center for Dubuque History, TH563) This photograph shows a completed lamp post, and birch branch railings edging the road.

[120] "Huge Crowds See Festival Climax Here," *Dubuque Telegraph Herald,* August 22, 1938, 1-2.



Figure 22. Early detailed view of Bridge Complex, circa 1938. (Source: Center for Dubuque History, HMR367) This photograph shows the building before the road was lowered in the 1980s. This view includes a young paper birch tree in the foreground, and birch branch railings that edged the road.



Figure 23. View of Indian Room (previously called Stone Shelter), circa 1938. (Source: Dubuque Park Division files) The roof does not appear to have had ridge caps. This photo may have been taken when the curbing and steps were being laid. Some type of post can be seen near the building, and a portion of the road is edged by birch tree railings.



Figure 24. View of the Bridge Complex from the east, circa 1938. (Source: Dubuque Park Division files) This photo shows the original configuration of the building prior to the north end being fully enclosed. It also shows the original stone terrace around the structure, which was later repaved in concrete.



Figure 25. Interior view of Indian room, circa 1955. (Source: Dubuque Park Division files) This photograph shows that the low bench is still present near the window, but a picnic table has replaced the original table.

Development and Modifications to the Pavilions (1938-1974)

From the beginning, the Eagle Point Park Pavilions were well-loved and well-used. In March of 1940, the *Dubuque Telegraph Herald* reported that a total of 15,979 persons had used Eagle Point shelter houses, fireplaces and other facilities through the fiscal year that ended on March 11, 1940.[121] This was more than twice as many people as had made reservations the previous year and approximately ten times the number as in the 1937–1938 season.

Demand for park shelters and pavilions continued to grow. To accommodate the high level of requests, a small WPA work building called the Terrace Room was converted into a picnic shelter and additional pavilions were constructed. Eagle Point Park, and especially the three Caldwell-designed structures, have remained extremely popular over the years.

Additional buildings were constructed and various updates and improvements were made to the park between the late 1930s and mid-1970s. Documentation of repairs to the three "City in a Garden" structures is limited. However, based on review of archival photographs and existing physical evidence, numerous repairs and alterations were performed. By the late 1940s, the roofs of all three buildings had been replaced and included rectangular-shaped sheet metal roof hip ridges (Figure 26). Between the 1940s and 1975, the wood post lanterns that populated the site were removed, decorative wood terrace railings were replaced with surface-mounted wrought iron railings, and metal grilles were installed on balconies at the west pavilion of the Bridge Complex and at the Indian Room (Figure 27 and Figure 28). Within the same period, electrical systems were replaced at the Indian Room and Veranda Rooms, resulting in the removal of two roof-mounted electrical posts at the south end of the Veranda Rooms and replacement of interior light fixtures (Figure 29). Circa 1965, the covered patio at the far north end of the east pavilion of the Bridge Complex was enclosed with wood-framed stucco-clad walls. In 1973, work was performed to replace the wood shingle roofs at the Veranda Rooms and Bridge Complex.[122]

In 1974, the *Dubuque Telegraph Herald* ran a story in honor of the fortieth anniversary of the park. Entitled "40 Years Take their Toll on Eagle Point Pavilions," the article stated, "One of Dubuque's finest architectural landmarks, the Eagle Point Park shelter area," is showing signs of deterioration" (Figure 30). .[123] It outlined specific problems including deteriorated, broken, and buckled stone steps and slabs along the terrace, promenade, and walkway; original light fixtures that had been smashed; and one fireplace that had been bricked up. The article also noted that a year earlier, former assistant city planner Lawrence Sommer had placed the shelters and surrounding area on a list of potential local landmarks that should be preserved and protected and also recommended that the buildings be nominated to the National Register of Historic Places.[124]

[121] "Record is Set for Local Park," *Dubuque Telegraph Herald,* December 3, 1940, 6.

[122] "Eagle Point Park Building Construction Costs," Dubuque Park Board, circa 1970.

[123] David Fyten, "40 Years Take Their Toll on Eagle Point Pavilions," *Dubuque Telegraph Herald,* September 15, 1974, 48.

[124] Fyten, "40 Years Take Their Toll on Eagle Point Pavilions," *Dubuque Telegraph Herald,* September 15, 1974, 48.

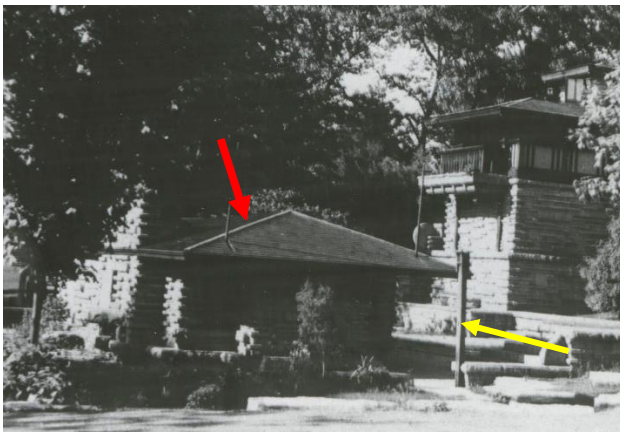


Figure 26. View of the south elevation of the Veranda Rooms, circa late 1940s. (Source: Center for Dubuque History at Loras College) The image shows the Veranda Rooms roof with ridge caps at the hip ridges (red arrow). Similar ridge caps are visible at the Bridge Complex, beyond. Note that the historic lamp posts remain (yellow arrow).

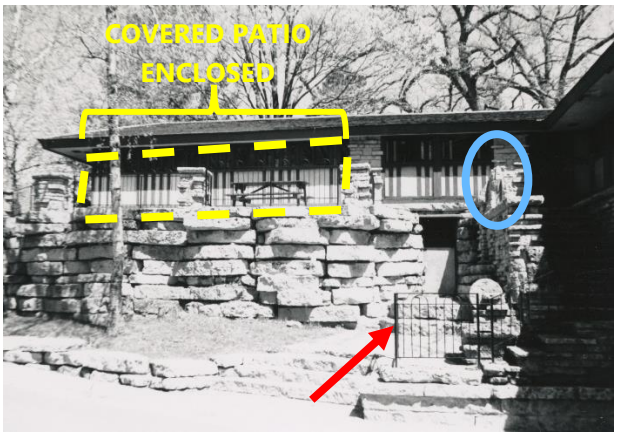


Figure 27. Bridge Complex, circa 1975. (Source: Center for Dubuque History, HMR398) This photograph shows the north wing after it had been fully enclosed (dashed rectangle). It also shows metal railings that replaced original wood railings (red arrows) and the location where a historic lamp post had been removed (blue oval).

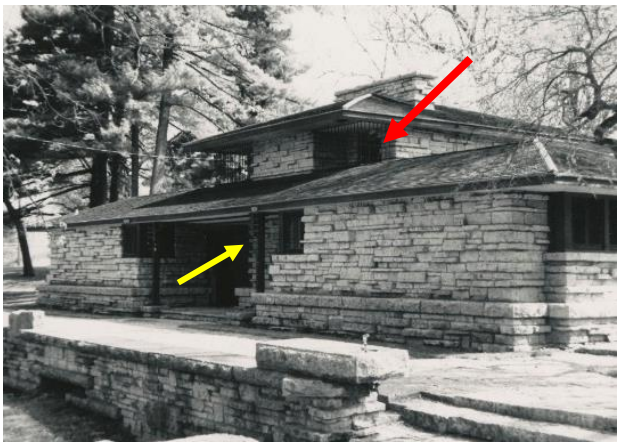


Figure 28. Indian Room, circa 1975. (Source: Center for Dubuque History, HMR 371) Metal railings had been installed as a safety measure at the balconies (red arrow). Note that original light fixtures remained at the wood posts leading to the restrooms (yellow arrow).

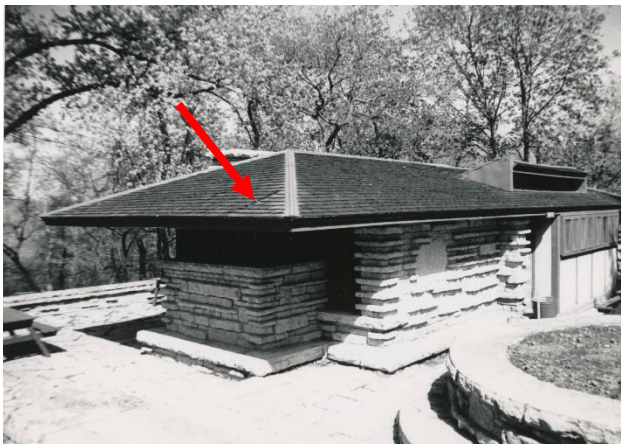


Figure 29. South elevation of the Veranda Rooms, circa 1973 (Source: Center for Dubuque History) The electrical posts that receive the main utility line have been removed. Repairs are visible in the shingle roofing where the posts were located (arrow)

Although the City of Dubuque did not begin the process of applying for National Register designation at that time, the Caldwell-designed features soon began to receive national attention. In 1977, architectural historians Richard Guy Wilson and Sidney K. Robinson included the park shelters in their book, *The Prairie*

School in Iowa.[125] In the same year, Wilson also published "'An Artist and Poet,' Alfred Caldwell Illuminates Nature's Ways," in *Landscape Architecture,* a widely distributed magazine for members of the landscape architecture profession in North America.[126] Emphasizing the relationship of the shelters to the site itself and the project's overall design, this article explains, "Well back from the bluff's edge, Caldwell located the park shelters, asymmetrically placed, woven into the landscape."[127]

Over the years, numerous other articles and books brought national and even international attention to the significance of Caldwell's work at Eagle Point Park. These include *Architecture and Nature: The Work of Alfred Caldwell,* by Werner Blaser; *Modern Architecture in America: Visions and Revisions*, by Richard Guy Wilson and Sidney K. Robinson; and *Alfred Caldwell: The Life and Work of a Prairie School Landscape Architect,* edited by Dennis Domer.

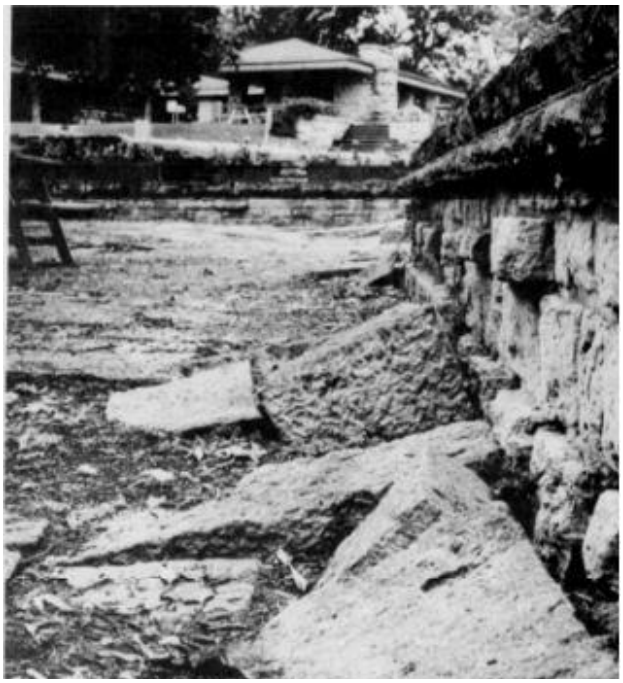


Figure 30. Photograph from the *Dubuque Telegraph Herald*, dated September 15, 1974, depicting distress conditions at the Veranda Rooms terrace.

[125] Richard Guy Wilson and Sidney K. Robinson, *The Prairie School in Iowa* (Ames, IA: The Iowa State University Press) 1977, 29, 64-65.

[126] *Landscape Architecture Magazine*, https://www.jstor.org/journal/landarch, accessed November 2024.

[127] Wilson, "Alfred Caldwell Illuminates Nature's Way," 410.

Attention to the Park in the Late Twentieth Century

The City of Dubuque and the Dubuque Park Board had always taken great pride in Eagle Point Park's Caldwell-designed structures. There was growing concern in the 1970s as instances of vandalism were increasing. During the 1970s and 1980s, the City began addressing the need to improve and preserve the aging structures. Initial efforts included a new policy of charging for the use of the shelters and replacement of the cedar shingle roofs of the Veranda Rooms and Bridge Complex.

As awareness of the significance of the structures and concerns about deteriorating conditions continued to grow, the City of Dubuque undertook a project to repair and replace limestone in various locations of the complex. In 1980, work was performed to addressed some interior elements such as rebuilding the inside of fireplaces in the Indian Room and east room of the Bridge Complex, as well as numerous exterior elements including replacement of stone coping units at piers and parapet walls, resetting and replacement of deteriorated steps, and building portions of a retaining wall near the tunnel.[128]

To help "offset maintenance fees, late-night rowdiness, and vandalism" the Dubuque City Council decided to adopt a park admission fee in 1982.[129] The fee of one dollar per car and five dollars per bus was instituted the following May. At that time, the Shiras Avenue entrance, which had long served as the main entryway into Eagle Point Drive, was closed. Although this south road had often been thought of as "a beautiful gateway to the park," it had proved problematic because the Bridge Complex which spans over the road was adequate for use by buses, and the building had been hit by buses prior to road closing.[130] To address this issue, the City of Dubuque commissioned a study in 1985 to consider various construction options.

The project that was selected lowered the roadway by just over 2-1/2 feet.[131] Two other proposals called for raising the architecturally unique complex. This approach was deemed unfeasible by the City Council. Additionally, the two alternatives that called for raising the building complex to a higher grade would also have been more expensive than the road lowering project that was undertaken. After completion of the road lowering project, the south entrance was re-opened, and buses and other large vehicles were permitted to use the roadway (Figure 31).

In 1991, Alfred Caldwell returned for a visit to Eagle Point Park for the first time in many decades. He was delighted to see how intact many of the elements of his plan had remained. "I've never seen anything as well-preserved as what I've put in this park for you," Caldwell said, clarifying, "I know it sounds like I am flattering myself, but I'm flattering the people who did it."[132]

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[128] City of Dubuque, List of areas of flagstone, Bid documents, July 16, 1980, Dubuque Park Division files.

[129] Stacey Becker, "Investing in Recreation & Leisure in Dubuque," *Dubuque Telegraph Herald*, July 5, 2015, https://www.telegraphherald.com/news/tri-state/article_50c1a8fb-1d49-5ac4-bf89-c900911f292d.html, accessed November 2024.

[130] Steve Kraske, "Eagle Point South Entrance May Reopen," *Dubuque Telegraph Herald*, June 12, 1985, 3.

[131] "Design and Engineering Investigation and Study," May 28, 1985, Dubuque Park Division files.

[132] Matthew Gallo, "He Knows He's Good," *Dubuque Telegraph Herald*, July 23, 1991.



Figure 31. Bridge Complex with Road, circa 1985. (Source: Center for Dubuque History, HMR382) This image shows the Bridge Complex after the road had been lowered. The paper birch trees were mature by this time.

Renewed Attention to Eagle Point Park in the Twenty-First Century

In recent years, awareness of the significance of Caldwell's work at Eagle Point Park has continued to grow. In 2004, the Iowa Chapter of the American Institutes of Architects placed the park's structures on a selective list of the state's most influential structures of the previous century.[133] That same year, plans were developed for the renovation of the restrooms at the Indian Room. The plans called for replacement of the existing plumbing and electrical systems within the restroom wing and localized replacement of interior finishes.[134]

In 2005, photos and information about the award-winning Caldwell-designed buildings were included in an exhibit at the Dubuque Museum of Art. Also in 2005, Steven Ulstad, a Dubuque architect, gave a presentation about Alfred Caldwell and his contributions to Eagle Point Park. The program was sponsored by the Dubuque Chamber of Commerce and moderated by a representative of the Dubuque County Historical Society.

Ulstad recognized that the shelter buildings needed to be preserved and in 2009, he developed rehabilitation plans for the Bridge Complex. The Dubuque City Council believed that this project could provide an excellent hands-on opportunity for students of carpentry. The Council voted unanimously to work with the Dubuque Building Trades program on the project.[135] The work was collaboratively undertaken by the City of Dubuque, Dubuque Community School District, and the Four Mounds Foundation. The project uncovered and reconstructed the Bridge Complex's original concession stand

[133] Emily Szeszycki, "Local Bridge, Park Shelters Honored for Architecture," *Dubuque Telegraph Herald*, October 16, 2004, 3A.

[134] *Indian Room Toilet Facility Renovation*, December 20, 2004. Anderson Design and Consulting, Inc, sheets 1.0 and 2.0.

[135] "Eagle Point Park Renovation," *Dubuque Telegraph Herald,* August 18, 2009, 3A.

which is now called the 'North Annex'.[136] Details, such as original paint colors, were based on studies of the building undertaken by Ulstad. Documentation of the project was not available for review; however, based on physical evidence, work likely included repair to the adjacent north terrace, reconstruction of the decorative wood terrace railing at the north terrace, and repainting of the Bridge Complex. The exterior face of the wood post and framing members, which had previously been painted red, was repainted dark brown.

In 2011, the Bridge Complex rehabilitation project received a Historic Preservation Award from the Dubuque County Historical Society. As part of the same program, the restoration of the Indian Room murals also received an award. Initiated by Cindy Steinhauser, the Dubuque Assistant City Manager and granddaughter of the original muralist, Joseph Dillon, the mural restoration project had been undertaken five years earlier. Steinhauser had several artists in her family and elicited the help of her mother, two sisters, and a niece to restore the mural.[137] Herb Klinkhammer of Colonial Painting and Decorating was also involved. According to the *Dubuque Telegraph Herald*, the group "removed the dark stain and graffiti that covered" the 1936 mural and repainted its original elements.[138] It appears that as part of the restoration, the murals were protected with acrylic glazing that was mounted to the wood frame of the mural.

Over the last decade, Heritage Works, a nonprofit organization dedicated to preserving Dubuque's architectural and cultural heritage, has been fostering interest in and revitalization efforts at Eagle Point Park. Duane Hagerty (1966–2024) President and CEO of Heritage Works, was deeply devoted to revitalizing Eagle Point Park. In 2015, he and his organization co-sponsored a program on the history of the park with the Community Foundation of Greater Dubuque and the Dubuque Museum of Art. The featured speaker was John Vinci, an acclaimed Chicago architect who had studied under Alfred Caldwell at the Illinois Institute of Technology. Vinci was deeply moved when he visited the park prior to the program. He was especially impressed with the materials and construction of the buildings and the way in which Caldwell's design represents "a microcosm of a small city."[139]

The following year, Heritage Works helped organize a festival to celebrate Alfred Caldwell's work at Eagle Point Park. The event included docent-led tours of the park, a symposium with presentations by historians and landscape architects with expertise in Caldwell-designed parks, and a reception at the Dubuque Museum of Art in which Caldwell's original drawings were on display.

As the park and its pavilions continue to draw greater attention, the City and Park Department have conducted other rehabilitation projects. In recent years, the City undertook an ecological restoration effort to remove and replace invasive species, reduce mown turf areas, and reintroduce native species that may provide a more resilient landscape infrastructure. In addition, the Indian Room was reroofed in 2019 and the Bridge Complex was reroofed in 2022. The contractor for the reroofing projects was Gronen

[136] "Awards: Eagle Point Honored Twice," *Dubuque Telegraph Herald,* April 24, 2011, 12 A.

[137] Rob Kundert, "Restoring Mural Restores Memories," *Dubuque Telegraph Herald,* August 11, 2006, 2.

[138] "Awards: Eagle Point Honored Twice," *Dubuque Telegraph Herald,* April 24, 2011, 12 A.

[139] Megan Gloss, "A Crowning Achievement: Upcoming Presentation Details the Life of Alfred Caldwell and His Creation at Eagle Point Park," *Dubuque Telegraph Herald,* May 31, 2015, 8E.

Restoration, a Dubuque firm that specializes in preserving historic buildings. Park staff has continued to maintain the building by repairing and replicating original light fixtures and repairing the wood stairs at the Indian Room.

In recent years, Alfred Caldwell's design contributions have been attracting greater attention, and interest and appreciation for Eagle Point Park and its structures have continued to grow.

Chronology of Construction

Date	Event
1907	Charles Mulford Robinson visits Dubuque, recommends the creation of Eagle Point Park (EPP) and prepares *A Report of the Improvement of Dubuque*.
1908	A property of 100 acres is deeded to the City of Dubuque for the development of EPP.
1909	Charles M. Robinson and Charley N. Lowrie creates an original plan for EPP.
1909	Eagle Point Lime Works and City of Dubuque enter into an agreement transferring one-half acre of land to Eagle Point Lime Works in exchange for the construction of Rhomberg Avenue staircase.
1910	The Dubuque City Council adopted an ordinance formally establishing the Dubuque Park Board to oversee design and development of the City's parks.
June 17, 1910	Eagle Point Park (then 133 acres) is dedicated.
May 29, 1921	Shiras Memorial Shelter at EPP is completed and dedicated.
ca. 1924	City of Dubuque and Eagle Point Lime Works enter into agreement to exchange land for Proposed New Quarry in exchange for stone and other materials.
1933-1938	Zebulon Pike Lock and Dam #11 project is constructed on the Mississippi River with views from EPP.
January 24, 1934	Caldwell writes to the Dubuque Park Board expresses interest in the Park Superintendent position.
January 26, 1934	The Dubuque Park Board holds a special meeting to formally authorize the Civil Works Administration (CWA) project.
Early February, 1934	The Dubuque Park Board commissions architect C. I Krajewski to make a sketch and select a site for a proposed building in EPP.
February 11, 1934	Caldwell makes first visit to Dubuque and visits the site.
February 16, 1934	The Dubuque Park Board offers Caldwell the position of Park Superintendent, with a salary of $1800 per year.

February 20, 1934	Caldwell accepts the job offer.
February 22, 1934	Charles Landon writes to Caldwell and says that the Stone Shelter must be built quickly and asks if he can come back to Dubuque as soon as possible to look at a sketch made by a local architect and prepare for construction.
February 25, 1934	Caldwell makes a second visit to Dubuque. Caldwell prepares a foundation sketch (and possibly other drawings) and begins staking out the foundation for Stone Shelter.
February/March 1934	CWA Authorizes EPP development project.
March 8, 1934	Caldwell formally begins working as park superintendent (he and his family lived at 127 N. Grandview Avenue).
March 11, 1934	The *Dubuque Telegraph Herald* announces that the Dubuque Park Board has prepared a city-wide park development plan submitted in response to request by Harry Hopkins, CWA administrator, and that work will be carried out under the direction of Caldwell; "a landscape architect of unusual ability and reputation."
May-June 1934	Caldwell completes plans for Stone Shelter Details including benches, Picnic Pavilion and Community Kitchen.
August 1934	The exterior of the Stone Shelter (later known as the Indian Room) nears completion.
December 1934	The Stone Shelter fireplace is under construction.
January 13, 1935	The *Dubuque Telegraph Herald* publishes "Human Hands Aid Nature Development," a full-page article describing the building.
January 1935	A fire in the stone shelter caused damage. Repairs are made to the wood framing and roof shingles in early February 1936.
February 1935	The Dubuque Park Board applied to the National Park Service for a Civilian Conservation Corps (CCC) camp for workers to work on projects at Grandview and Eagle Point Park.
March 5, 1935	Caldwell completes the plan entitled, "City in a Garden" Concession Stand-Bridge Promenade & Lookout Tower."
June 3, 1935	Caldwell completes "Plot Layout- City in a Garden," with general floor plans of the buildings.

November 1935	The Works Progress Administration (WPA) approves $200,000 for the Eagle Point Park project.
January 1936	The Dubuque Park Board dismisses Caldwell. He returns to Chicago and begins working for the consolidated Chicago Park District.
April 13, 1936	Charles Mosser resigns as Acting Superintendent of Parks.
June 1936	Joseph Dillon, Dubuque WPA artist, finishes Stone Shelter murals.
August 1936	Model of EPP displayed at Iowa State Fair.
October 1936	Franklin Roosevelt and Eleanor Roosevelt visit Eagle Point Park; during this visit, the President looks over the model of the park and famously states, "I think it was a very successful boondoggle."
May 1937	The *Dubuque Telegraph Herald* announces that the park is open, WPA buildings are completed, and part of pumphouse has been converted into an auxiliary shelter house.
November 1937	The *Dubuque Telegraph Herald* reports that all grading and stonework around the buildings are completed and that Eagle Point Park has closed for the season.
May 1938	The *Dubuque Telegraph Herald* reports that combination bench tables (presumably a type of picnic table) have been constructed to accommodate large numbers of diners in the Bridge Complex including the restaurant terraces. The Toolhouse has been adapted for use as part of the restaurant dining area and also has been fitted with bench tables.
July 1938	The *Dubuque Telegraph Herald* reports that WPA officials stated that 60,000 tons of stone were used in the park improvements.
August 1938	WPA officials attend the "Old Settlers Day" event and dedicate WPA improvements to EPP.
October 1938	The Dubuque Park Board requests that the City Engineering Department conduct a survey of the quarry to determine if the Dubuque Stone Company went beyond the limits of rock purchase in the last contract; action is subsequently taken.
1939	The Log Cabin complex at Eagle Point Park is completed as part of a National Youth Administration project.

December 1940	The *Dubuque Telegraph Herald* reports that a record number of people, more than 15,000, used reserved facilities in EPP during the 1939–1940 fiscal year; this number was substantially higher than the approximately 6,500 visitors the previous year.
1950s	Architects Paul Rossiter and Vernon Hamm design an open-air pavilion and several other park buildings at Eagle Point Park.
February 1964	The Dubuque Parks and Recreation Commission agrees to lease the Eagle Point Park Quarry Property to Eagle Point Amusement Center.
1965	According to a circa 1970 document from the Dubuque Park Board, the restaurant annexes (presumably the present-day north annex and covered patio) are remodeled. Based on historic photographs, the remodeling may have included enclosure of the far north portion of the east pavilion at the Bridge Complex, previously used as an open-air service counter.[140]
May 1965	C. P. Pfohl Electric submits a proposal for coin-operated meters for several of the spaces, including the Indian Room, north and south rooms of the Veranda Rooms, and the bridge and west room of the Bridge Complex.
March 1973	City of Dubuque advertises a project to re-shingle the cedar roof of the Veranda Room and the Bridge Complex.
September 1974	The *Dubuque Telegraph Herald* publishes an article regarding the deteriorated condition of the buildings at Eagle Point Park.
June 1976	The Dubuque Parks and Recreation Commission adopts a new policy to charge for use of shelters and rooms in the park.
June 1979	Becker and Becker Stone submits a proposal for replacing/repairing the stone at various locations including the steps around the Veranda Rooms and at the west portion of the Indian Room.
July 1980	City of Dubuque releases a proposal for localized stone and masonry repairs to the Indian Room, Veranda Rooms, and Bridge Complex. The project is awarded to Anderson Design and Engineering.
1983	The Shiras entrance to the park is closed. The Dubuque City Council institutes a park entrance fee.

[140] "Eagle Point Park Building Construction Costs," Dubuque Park Board, circa 1970.

June 1985	After Promenade Bridge is frequently hit by buses and other vehicles, the Dubuque City Council lowers the level of the road under the bridge approximately 30 inches, based on a recommendation from a design engineering study on the bridge.
July 1991	Alfred Caldwell makes a return visit to Dubuque and marvels at the durability of the Eagle Point Park buildings, calling them "well preserved."
February 2005	The Dubuque City Council awards the contract for remodeling of the Indian Room restrooms. The rehabilitation project is designed by Anderson Design and Consulting in 2004. Work was performed in 2005.
July 2009	City of Dubuque prepares a Schedule of Proposed Improvements to Bridge Complex that includes repairs to the stone paving, stone at the fireplace, replacement of terrace railings, restoration of the north room at the east pavilion of the Bridge Complex, and lighting improvements. Most of the scheduled repairs appear to have been performed.
August 2009	Architect Steve Ulstad prepares a restoration plan for the north room at the east pavilion of the Bridge Complex, restoring the room to an open-air covered patio with service counter. The Dubuque City Council approves use of students from the Housing Education and Rehabilitation Training (HEART) on-site program to do portions of the work. The project is a collaboration of the Dubuque City Council, Dubuque Community School District, and Four Mounds Foundation.
April 2011	The Indian Room mural restoration by Herb Klinkhammer (Colonial Painting and Decorating) and artists Christine Sheldon-Canonigo and Suzan Sheldon (granddaughters of Joseph Dillon) receives a historic preservation award. The Bridge Complex restoration by Steve Ulstad also receives an award.
May 2015	Architect John Vinci visits Dubuque and gives a presentation on Eagle Point Park, sponsored by Heritage Works, the Dubuque Museum of Art, and the Community Foundation of Greater Dubuque.
July 2016	The Dubuque Museum of Art receives a $14,500 grant to conserve and exhibit drawings of EPP by Alfred Caldwell.
August 2018	The Dubuque City Council awards a contract for the replacement of the roof at the Indian Room to Gronen Restoration.
December 2021	The Dubuque City Council awards the Bridge Complex Roof Replacement Project to Gronen Restoration for $164,199.94.

PHYSICAL DESCRIPTION AND CONDITION ASSESSMENT

Site

The site is divided into two sections: an east half and a west half by the Southern Gate Road. The key elements of the site include stone-paved walks, stone parapet walls, and built stone features that create gathering spaces, highlight the landscape, and frame views and vistas (Figure 32). The stone features are constructed of limestone that was quarried nearby.

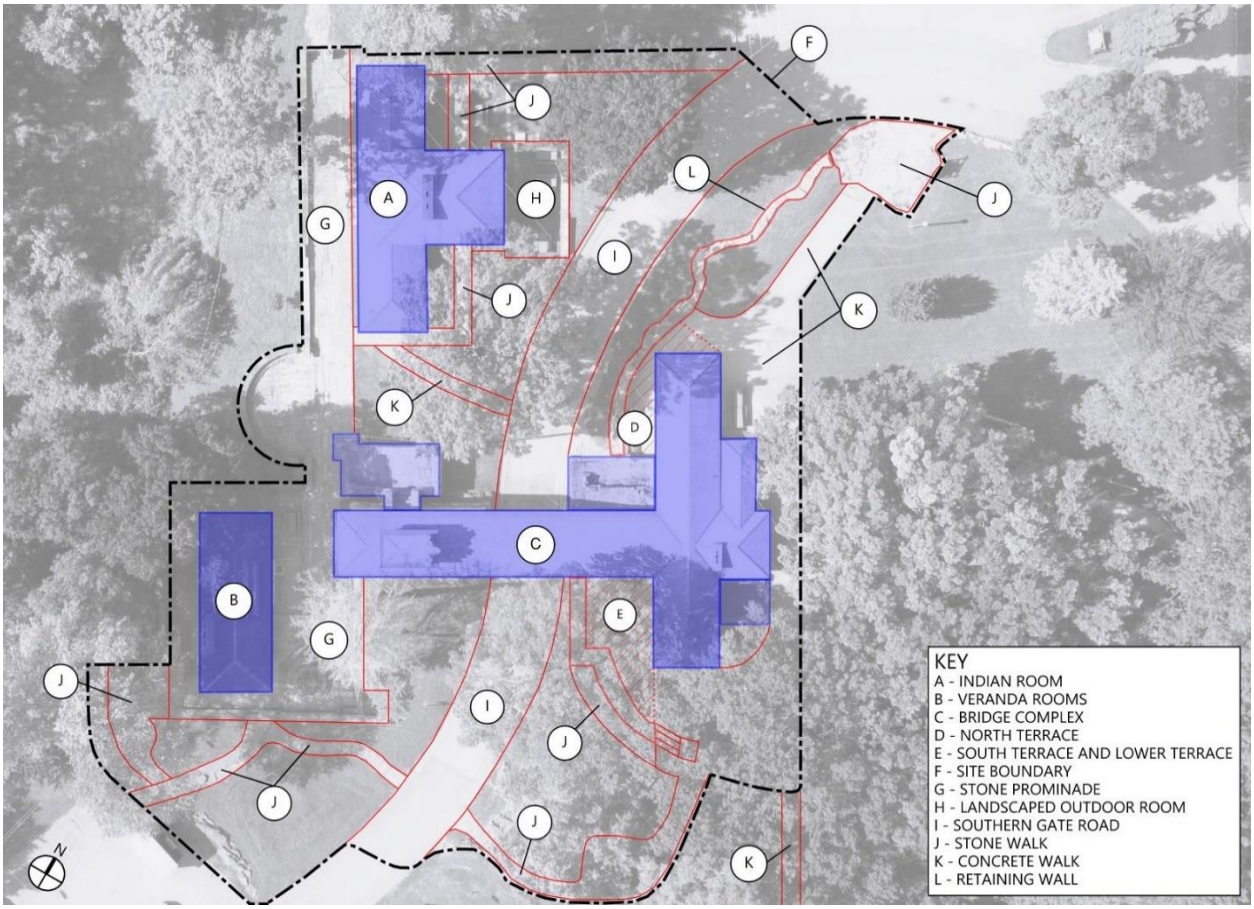


Figure 32. Annotated site plan of study area. (Source: WJE, 2024)

The west half of the site is organized around a stone promenade that extends north–south through the site and connects the three structures that Alfred Caldwell designed as part of his 1934 "City in a Garden" plan for Eagle Point Park. The stone promenade consists of a series of stone terraces, walkways, and steps, including a wide promenade walk that extends along the west elevation of the Indian Room, a stone-paved terrace upon which the Veranda Rooms is situated, and a series of stone steps and landings at the base of the west pavilion of the Bridge Complex (Figure 33 through Figure 35). In addition, the west half of the site includes a landscaped outdoor room that wraps around the east elevation of the Indian Room and is linked to the promenade by a series of stone-paved walks.

The main promenade is constructed of rough-hewn limestone blocks, typically rectangular in shape and varying in size from approximately 8 inches square to blocks as large as 36 inches square. The west side of the promenade is defined by a low-height coursed rock-faced ashlar stone parapet wall with stone coping. The stone units within the parapet wall vary in size and some project as much as 2 inches beyond the plane of the wall, evoking the appearance of the stone in a naturally occurring outcropping. In addition to the rock-faced finish, the sides of the coping unit have a perimeter band, measuring 3/4 inch wide, that has a tooled comb finish. The top of the coping units has a rough textured finish. Stones have been set with joints between them in which grass is growing; these joints survive in some areas today. The promenade includes wide stone steps that step up or down to adjacent terraces. The steps are defined by stone units measuring approximately 16 inches deep and 7 inches tall (Figure 36).



Figure 33. Indian Room, west end of Promenade. (Source: WJE, 2024. All photogrohs taken by WJE unles otherwise noted).



Figure 34. Veranda Rooms, east end of Promenade.



Figure 35. Pavement in Promenade.



Figure 36. The steps are defined by stone units measuring approximately 16 inches deep and 7 inches tall.

At the far south end of the promenade is a stepped stone terrace that creates a stone platform or plinth upon which the Veranda Rooms sits. The terrace steps down to the west of the promenade. It measures approximately 50 feet by 75 feet in plan and, like the promenade, has stone paving consisting of rough-hewn rectangular blocks. A stone parapet wall wraps around the north, west, and south elevations of the terrace (Figure 37). From the terrace, a stone stair extends down to grade at the west. At the base of the stairs is a stone pier, constructed with a vertical channel and measuring approximately 4 inches wide, which extends the full height of the pier and historically supported a wood-framed light post with a wood lantern fixture. The light fixture has since been removed but the channel remains (Figure 38). The wood lantern light fixtures were historically a common feature on the site, typically set into carved niches at the end of stone piers and partial-height walls. While none of the posts remain, there is evidence of at least nine wood lantern light fixtures across the site.


Figure 37. Pavement surrounding Veranda Rooms.


Figure 38. Channel cut into stone walls at Veranda Rooms.

To the east of the Veranda Room terrace is an upper terrace, approximately 24 inches above the height of the Veranda Room terrace. The upper terrace features a circular stone planter and stone benches integrated into the stone parapet wall (Figure 39 and Figure 40). The planter is filled with flowering kale, chrysanthemums, and other perennial and annual plants (Figure 41). As shown in archival photographs, the planter was built to preserve an existing mature tree that has since been removed (Figure 42). The south parapet wall of the upper terrace is constructed in short wall sections, each with its own stone coping, that step up following the sloped topography of the site. The stepped parapet features irregularly shaped stone accents that are set along the length of the wall (Figure 43). Historically, a wood lantern light was located at the east of an opening in the parapet wall and at the mown turf lawn adjacent to the parapet wall.

One of the key features of the promenade area is a semi-circular terrace with a low seat wall. The semicircular terrace is aligned with the west stair at the Bridge Complex (Figure 44 and Figure 45). The space, which is evocative of nearby council rings, provided a gathering area. Like the adjacent promenade, it has rough-hewn rectangular block paving. There is also a low-profile seating bench around the perimeter. Two large stones protrude from the parapet wall at either side of the terrace. The protruding stones have circular holes where bubblers or drinking fountains were once installed (Figure 46). The

plumbing has been completely removed from the southern stone while the one on the north still has some of the piping in place.



Figure 39. The upper terrace features a circular stone planter and stone benches integrated into the stone parapet wall.



Figure 40. Vertical stone at edge of stone bench.



Figure 41. Circular planter.



Figure 42. Photograph from the *Dubuque Telegraph Herald* on May 30, 1937 with tree in circular planter (red arrow). Note the wood lantern lights set along the parapet wall (blue arrow).



Figure 43. Detail of stone at end of the stepped parapet wall.



Figure 44. Circular wall and steps of amphitheater. Note irregular blocks of limestone pavement.



Figure 45. Stone at edge of amphitheater with hole for bubbler.



Figure 46. Bubbler pipe in stone next to amphitheater.

The west half of the site also features stone-paved sidewalks and steps that extend from the promenade to the adjacent road and surface lots. The walks and steps measure approximately 4 feet wide. The steps vary in tread depth but are typically 4 to 6 inches tall (Figure 47). Two stone steps extend from the south end of the Veranda Room terrace and one stone step extends to the east from the promenade, on the north side of the Indian Room (Figure 48). A non-original concrete walk extends from the promenade and to the south of the Indian Room.



Figure 47. The steps vary in the depth of the treads but are typically 4 to 6 inches tall.



Figure 48. Steps leading to Veranda Rooms.

In addition to the promenade with terraces, a landscaped outdoor room wraps the east elevation of the Indian Room. The space is defined by a series of low walls, piers, and retaining walls (Figure 49, Figure 50, and Figure 51). The space is accessed from the stone steps that extend along either side of the Indian Room. Like the parapet walls, the low walls and retaining wall are constructed of coursed rock-faced ashlar stone units. The copings units have a slightly rough texture on the upward-facing surface. The sides of the units are rock-faced with a perimeter band, measuring 3/4 inches wide, that has a tooled combed finish. Large stone units that form benches extend between the stone retaining walls and adjacent piers. As at the stair near the Veranda Room terrace, some of the piers have a vertical channel set within the side of the pier that likely housed a wood post and lantern light fixture. Some of the historic conduit remains (Figure 52).



Figure 49. Landscaped outdoor room as viewed from the northwest.



Figure 50. Landscaped outdoor room as viewed from the southwest.



Figure 51. Landscaped outdoor room as viewed from the south.



Figure 52. The recess for historic lighting features is present at stone pier.

The east half of the site is located across the Southern Gate Road and accessed from an asphalt-paved surface lot to the north. The site features the east pavilion of the Bridge Complex as well as a stone retaining wall, stone apron, and non-original concrete walks. The retaining wall has a serpentine plan that appears to emerge from the landscape like a stone outcropping. The retaining wall starts at the far north end of the site at a stone-paved apron accessed from the road and the adjacent surface lot (Figure 53). The stone apron measures approximately 20 feet square and is constructed of polygonal-shaped stone pavers with a rough stone texture. At the north end, the retaining wall measures approximately 2 feet tall. It extends southward, where it increases to a height of approximately 12 feet and is incorporated into the Bridge Complex structure, first as a retaining wall that supports the north terrace and then as a wall that defines the east side of the covered stone terrace.

The retaining wall is constructed of large, coursed stone units with a rock-faced finish. The serpentine plan of the wall is formed by multiple wall sections, each measuring approximately 10 to 20 feet long, that are curved in plan. The stone units between the curved wall sections are coursed together to create a continuous wall, giving it an irregular and serpentine plan. Typical stone units measure up to 16 inches tall, between 12 inches and 60 inches wide, and approximately 32 inches deep. The units are laid in a staggered pattern with some courses projecting or recessed from the adjacent stone, giving the wall the appearance of a rock outcropping with naturally occurring weathered stone. The stone units are dry laid and have open joints measuring several inches wide, and deep cavities and recesses between stone units (Figure 54).



Figure 53. View of the retaining wall (left) extending to the stone apron with non-original concrete walk.



Figure 54. Dry-laid stone retaining, as viewed from the north.

In addition to the retaining wall, the east half of the site includes a non-original concrete sidewalk that extends south from the stone apron and along the east elevation of the Bridge Complex. A non-original metal-framed sign is located to the east of the stone apron. The sign has a series of wood planks mounted to the framing that are etched and painted to indicate the direction to the Bridge Complex (Figure 55).

Ground-layer plantings are currently mostly turf lawn with occasional horticultural plantings such as plantain lilies (hosta) (Figure 56) and flowering annuals planted in pockets within the stonework and the circular bed near the Veranda Rooms. One small triangular bed of native prairie plantings is located south of the Indian Room, adjacent to the non-original concrete walkways (Figure 57). This small planting of native prairie grasses is much closer in appearance to many other Caldwell landscapes, where he typically planted species native to the area. His description of what he envisioned for the public garden portion of the "City in a Garden" would likely have pertained here: "a miracle of nature, as if in some unaccountable way just this space of beautiful earth had been left unspoiled." As with that garden space, Caldwell intended a diverse array of plantings including sugar maples, birches, native birches, wild roses, a variety of woodland and prairie grasses and wildflowers, and ferns and other native plants rooting in the crevices of the stonework.[141]

Non-original site features include benches, charcoal barbeque stands, water fountains (Figure 58 and Figure 59), and wood-framed picnic benches. Most of the non-original features are positioned along concrete walks and are set on concrete slabs.

[141]Caldwell's vision for plantings in the Garden area of the City in a Garden includes a variety of native plants to Iowa. Caldwell, "Atlantis and Return," 130–131.



Figure 55. A non-original metal-framed sign with etched and painted wood plank direction signage.


Figure 56. Plantain lily (hosta) planted at the base of a wall.


Figure 57. Native prairie plantings in triangular bed near Indian Room.


Figure 58. Non-original site features include benches and picnic tables.


Figure 59. Non-original site features include picnic benches and charcoal barbeque stands.

Condition Assessment

- *Large Gaps and Voids in Dry-Laid Construction.* Large voids were observed at the joints between stone units at the retaining wall that extends under the north terrace and south end of the east pavilion (Figure 60). The voids measured as much as 6 inches wide and to a depth of a few feet. Plants were growing within some of the voids (Figure 61 and Figure 62).
- *Displaced Units and Bulging at the Retaining Wall.* The portion of the retaining wall under the north terrace was observed to have displaced stone units and to be bulging. The bulging was most prevalent approximately 6 feet above grade (Figure 63). The stone units above the bulge appeared to be rotating and tipping backward.
- *Partially Collapsed Stone Parapet Wall.* One location along the west parapet has a stone coping unit that is intentionally oriented vertically rather than horizontal. The stone paving and parapet wall adjacent to this coping unit are displaced and partially collapsed (Figure 64 and Figure 65).
- *Displaced Stone Paving at Veranda Room Terrace.* The stone paving along the west side of the Veranda Room terrace is sunken and displaced. Piles of sand washout were observed at ports in the terrace wall adjacent to the displaced paving (Figure 66 and Figure 67).
- *Open Mortar Joints.* Many of the mortar joints between stone coping units and along stone terrace stair units are cracked, open, or missing (Figure 68). Where open joints are present, cracking was often observed at the adjacent stone units (Figure 69).
- *Localized Displacement.* A few stone units at the semicircular terrace seating areas are displaced or heaved (Figure 70). Typically, the distress is localized to one or two adjacent units per location. However, displacement was also present at pavers adjacent to partially collapsed parapet walls.
- *Biological Growth.* Moss and lichen were observed at most of the stone parapet walls (Figure 71). At a few locations, plants and weeds were observed at the joints between stone paving units (Figure 72). The joints were originally intended to support grasses; however, the grasses have been replaced by weeds, which have a deeper root system that may impact the performance of the paving system.
- *Accessibility.* The stone-paved promenade, walks, and terraces create an irregular and stepped surface, with many changes in level that does not meet current requirements for accessibility (Figure 73). The naturally sloping site and curb along the roads edge are also challenges to providing accessibility.



Figure 60. Large voids were observed at the joints between stone units at the retaining wall that extends under the north terrace and south end of the east pavilion.



Figure 61. The voids measured as much as 6 inches wide and to a depth of a few feet. Plants were growing within some of the voids.



Figure 62. The voids measured as much as 6 inches wide and to a depth of a few feet.



Figure 63. Displacement of stone units and bulging of the wall was most prevalent approximately 6 feet above grade.



Figure 64. The stone paving and parapet wall adjacent to the coping unit are displaced and partially collapsed.



Figure 65. The stone paving and parapet wall adjacent to the coping unit are displaced and partially collapsed.



Figure 66. Displaced stone paving at Veranda Rooms terrace.



Figure 67. Piles of sand washout were observed at ports in the terrace wall adjacent to the displaced paving.



Figure 68. Open mortar joints at stone stair treads.



Figure 69. Open mortar joints at circular planter at Veranda Rooms terrace.



Figure 70. A few stone units at the semicircular terrace seating areas are displaced or heaved.



Figure 71. Moss and lichen were observed at most of the stone parapet walls.



Figure 72. Moss and lichen were observed at most of the stone parapet walls.



Figure 73. Curb at the Southern Gate Road.

Indian Room

The Indian Room has a T-shaped plan consisting of a two-story community room, measuring approximately 25 feet by 35 feet, and a one-story restroom wing, measuring approximately 15 feet by 75 feet, which is perpendicular in plan to the main wing. The building is oriented on an east-west axis with the restroom wing located on the west. The building is constructed of stone and features exterior balconies with wood-framed walls on the second floor of the west elevation (Figure 74). A full height projecting rectangular window bay, measuring approximately 27-1/2 inches deep by 14-1/2 feet wide, extends from the east elevation of the two-story community room. Projecting bays, measuring approximately 10-1/2 feet wide by 12 inches deep, are centered on the north and south elevation of the restroom wing. A recessed vestibule is centered on the west elevation of the one-story restroom wing and includes a stone pier and access to the individual restroom enclosures (Figure 75). The roofs, which are wood-framed and have wide overhanging eaves, include a pyramidal roof over the community room and a hip roof over the restroom wing. As described above, the surrounding site includes stone partial-height walls, retaining walls, and other small-scale features that form a landscaped outdoor room to the east of the building as an exterior expansion of the interior spaces (Figure 76). The building is situated on the west side of the Southern Gate Road, to the north of the west pavilion of the Bridge Complex, and immediately east of the stone promenade.

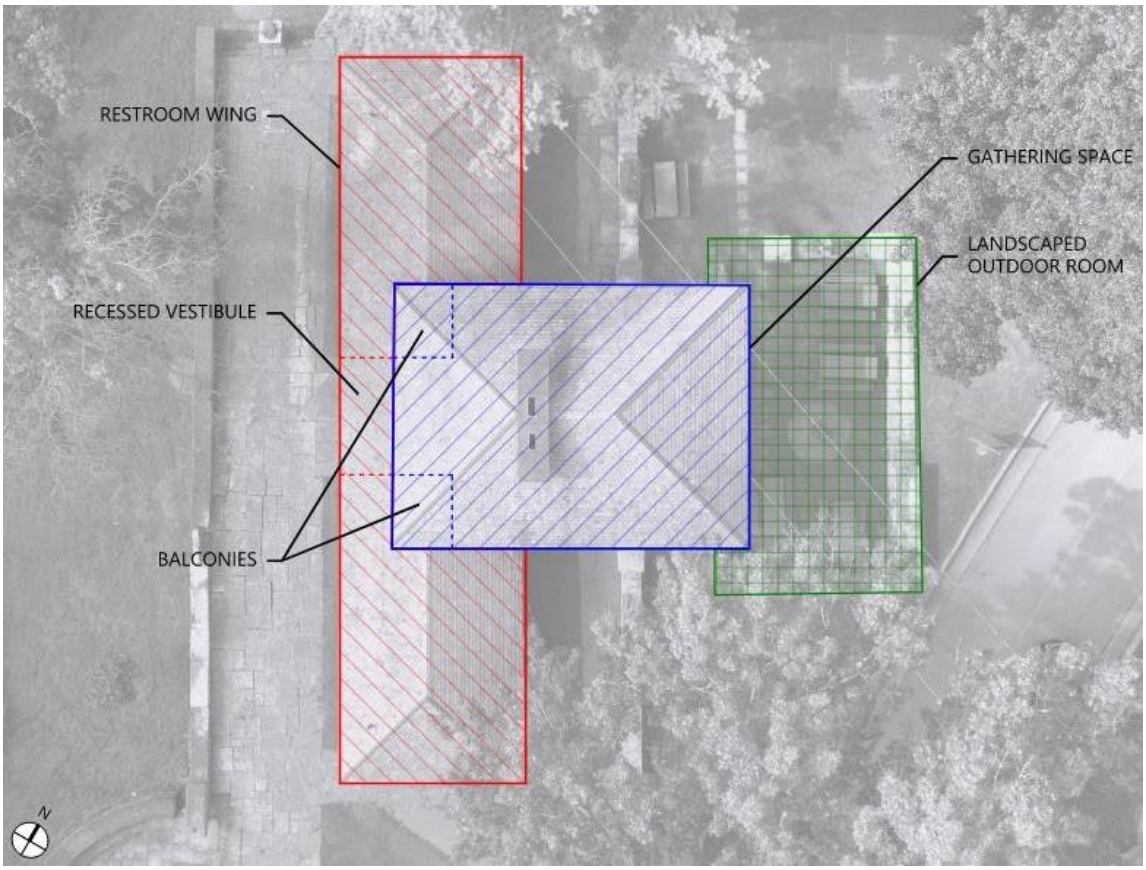


Figure 74. Diagram showing the configuration of spaces at the Indian Room (Source: WJE, 2024).



Figure 75. Recessed vestibule centered on the west elevation of the one-story restroom wing.



Figure 76. Landscaped outdoor room to the east of the building.

Structural Description

Foundation

The foundation of the building was not visible; however, based on drawings for the adjacent buildings constructed at approximately the same time and conditions observed on site, the foundation likely consists of a concrete footing, measuring approximately 36 inches to 48 inches deep and supporting the exterior stone walls and chimney. Portions of a concrete foundation are visible below the stone paving at the recessed vestibule.

Walls and Roof Structure

The walls of the building consist primarily of load-bearing mass masonry stone and are described in more detail under the *Walls* section of this report.

The roof appears to be wood framed and, based on observations from adjacent buildings constructed at the same time, likely consists of a wood ridge beam and rafters with wood plank sheathing. The roof framing was not visible at the time of the survey.

Exterior Description

Walls

The exterior walls of the Indian Room are constructed of local, beige-colored limestone and consist of rock-faced ashlar units set in a random coursing with some units projecting as much as 4 inches beyond the plane of the wall (Figure 77). The walls measure approximately 18 to 19 inches thick and are constructed mostly of two wythes of stone, although some units are full depth. Full depth units are located at headers, sills, and coursed units near the base of the wall. Stone units range in size from 6 inches to 44 inches in length by 2 inches to 10 inches in height. Several of the projecting stone units at the two-story wing of the Indian Room are square in shape (Figure 78). A water table wraps around the lower portion of the building, approximately 16 inches above grade near entrances (Figure 79). The water table and wall area below the water table extend approximately 13 inches beyond the plane of the wall above,

creating a shallow bench around the perimeter of the building. The water table units measure 8 inches tall and, in addition to the rock-faced finish, have a tooled perimeter band, measuring 3/4 inch wide, with a combed finish (Figure 80). The corners of the building are articulated by alternating courses where the stone units project beyond the adjacent course.

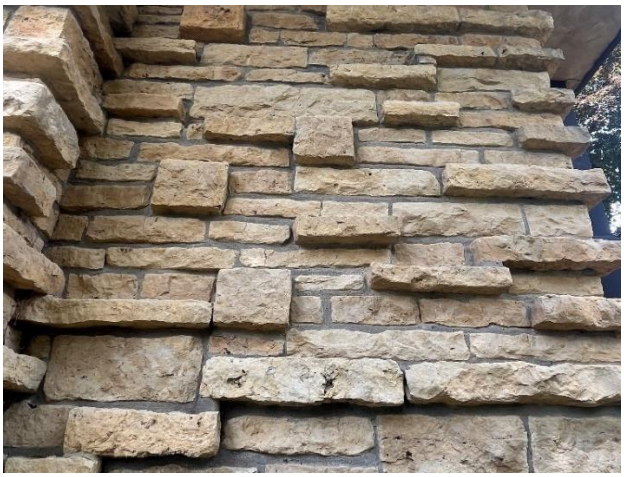


Figure 77. Random stone coursing and projecting stone units at exterior walls.



Figure 78. Square shaped projecting stone units at the two-story wing.



Figure 79. Stone watertable at base of building elevation.



Figure 80. Rock-faced finish stone watertable unit.

Windows

There are four types of wood-framed windows in the Indian Room, all of which have exterior wood-framed screens. The wood frames and sash are typically painted brown.

The large rectangular window bay at the east elevation of the building consists of an upper and lower wood frame, each divided into six sections by mullions: four on the east elevation and one on each of the

north and south elevations. The window system is situated on the top of a partial-height stone wall, set back approximately 3 inches from the edge of the stone coping (Figure 81).

The lower window frame measures approximately 6 feet tall and consists of a 2x8 wood sill with vertical mullions clad with wood and measuring 6 inches wide by 8 inches deep.[142] Corner mullions are clad with wood and measure 9-1/2 inches square. The head of the frame measures 6 inches wide and 8 inches deep. There is a wood-framed double casement window within the four window openings on the east elevation and a single casement sash on the north and south openings (Figure 82). Each sash measures 16-3/4 inches wide by 71 inches tall and is set back 6 inches from the exterior face of the window frame. The sash frames measure 1-3/4 inches deep and consist of head and side rails measuring 2-1/2 inches wide and a bottom rail measuring 3-1/2 inches tall. The sash is divided into two rows of six glass lights by wood muntins measuring 1 inch wide. Each glazing light measures approximately 5-1/2 inches wide by 10 inches tall. A wood trim piece with a curved profile is applied along the bottom rail of each sash, forming a drip edge measuring 1/2 inches wide. The interior of the sash is flush with the interior face of the mullions.

Typical hardware for each sash includes three five-knuckle hinges, a top and bottom sash lock on one of the sash in each window system, and a pull handle. The wood-framed screen is flush with the exterior face of the window frame. The screen has two layers of metal mesh screening and is divided into sections by wood mullions (Figure 83). Screen hardware consists of spring pins that extend into pre-drilled holes in the frame. The interior window stool consists of two 2x8 wood members, painted brown (Figure 84).

The upper window frame within the rectangular window bay measures 43 inches tall and, like the lower frame, consists of a 2x8 sill and wood mullions that divide the window into an upper and lower light. The 2x8 header of the wood frame is anchored into the stucco soffit (Figure 85).

Each opening in the upper window frame has a wood-framed fixed sash, measuring approximately 34 inches wide by 43 inches tall with glass glazing. The fixed sash is set back 1-1/2 inches from the exterior face of the frame. Similar to the lower windows, a wood-framed screen with two plies of metal mesh screening is positioned outboard of the sash (Figure 86).

[142] Terms such as 1x2, 1x8, 2x4, 2x6, and similar nomenclature used in reference to the size of wood members indicate the nominal dimension of the board when first cut, prior to being dried and planed. These terms are often used to denote milled boards rather than hand-hewn boards or timbers. The actual dimension of the board is smaller. When 1x or 2x are used to reference wood members, it indicates that the boards all have a common thickness. Other dimensions of the board were not visually apparent or range in size.



Figure 81. Rectangular bay window at the east elevation.



Figure 82. Interior view of rectangular window bay.



Figure 83. Lower windows, one with exterior screen removed.



Figure 84. Interior window stool.



Figure 85. Interior of rectangular window showing upper sash and separating rail.



Figure 86. Window at return elevation of rectangular window bay.

Projecting window bays are located at the north and south ends of the restroom wing (Figure 87). The window system consists of three double casement windows with fixed sash windows on the east and west returns. The opening measures approximately 40 inches tall by 10-1/2 feet wide and consists of a 2x10 sill (Figure 88). The corners of the bay have mullions, measuring 6 inches wide by 9-1/2 inches deep. The window head is constructed of a wood header, measuring 4 inches tall by 9-1/2 inches deep, mounted to the stucco soffit (Figure 89). At the interior, there is a wood stool measuring 4-1/2 inches that extends beyond the sill. Window openings measure 33 inches wide by 34 inches tall and consist of a pair of casement sash. The frame of the sash measures approximately 16 inches wide by 1-3/4 inches deep and is aligned with the exterior face of the window frame. The bottom of the frame has a routed recessed channel measuring 1/2-inch wide by 1/4-inch deep and appears to form a drip to manage the water. Typical hardware includes two five-knuckle hinges per sash, a vertical slide lock that extends into a pocket in the sill, and a hydraulic hinge at the top of each window sash (Figure 90 and Figure 91). A single wood-framed screen is mounted over the exterior face of the double sash, making the window inoperable.

At the return of the projecting bay are wood-framed fixed sash windows. The window openings measure approximately 4 inches wide by 34 inches tall and have vertically oriented grooved glazing.

Corner window openings are located on the west elevation, at the corners of the restroom enclosures. The window frame is constructed of 2x8s with a corner million measuring 6 inches by 7 inches. Window openings measure 32-1/2 inches wide by 37 inches tall and, similar to the projecting window bays, the openings consist of double casement windows flush with the exterior face of the frame and with a 1/2-inch routed channel along the bottom of the frame (Figure 92). The windows have five-knuckle hinges and a single wood-framed screen mounted over the exterior of the sash, making the windows inoperable (Figure 93).

Small single sash window openings are located at the sides of the stone pier at the recessed alcove to the restroom enclosures. The windows consist of wood-framed casements that swing to the interior (Figure 94 and Figure 95). The window openings consist of wood sills, measuring approximately 1-1/2 inches tall by 4 inches deep, with frames that range in size from 10 inches to 16 inches wide by 12 inches to 24 inches tall. Metal mesh screening is stapled to the exterior face of the sash (Figure 96). Hardware includes two five-knuckle hinges and a semicircular pivot latch. Some of the sash have been removed and infilled with non-original galvanized metal panels (Figure 97).



Figure 87. Projecting window bays located at the north and south ends of the restroom wing.



Figure 88. Interior view of projecting window bay at restroom wing.



Figure 89. Return bay at projecting window at restroom wing.

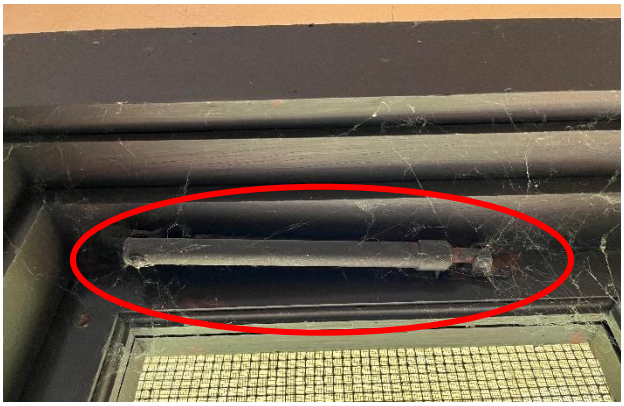


Figure 90. Typical hardware includes a hydraulic hinge at the top of each window sash.



Figure 91. Vertical slide lock extending into a pocket in the sill.



Figure 92. Corner window openings at restroom enclosures.



Figure 93. Wood-framed screen mounted over the exterior of the sash, making the windows inoperable.



Figure 94. Window opening at sides of stone pier, operable from the interior.



Figure 95. Wood-framed casements that are operable from the interior.



Figure 96. Metal mesh screening stapled to the exterior face of the sash.



Figure 97. A removed sash infilled with non-original galvanized metal panel.

Doors

Dutch doors are located on the north and south elevations and provide access from the exterior into the community room of the Indian Room. Both Dutch doors have a wood frame, measuring 7-1/2-inches deep, with wood 1x2 casing. Above the wood header is a stone lintel that extends the full depth of the wall, measures approximately 6 inches tall, and bears 8 inches on the stone at either side of the door frame. (Figure 98)

Each Dutch door measures approximately 39-5/8 inches wide by 77-1/2 inches tall with a 32-inch-tall upper sash. The doors consist of three plies of 1x board and measure approximately 2-3/8 inches thick (Figure 99). The interior and exterior of each door leaf has vertically-oriented tongue and groove boards measuring 5-3/8-inch-wide. The lower leaf also includes a wood cap trim that projects 1-1/2 inch beyond the exterior face of the door. The upper leaf of the south door is unique in that the exterior face has 3-1/2-inch-wide boards in lieu of the typical 5-1/2 inch boards and it is reinforced with metal straps that span horizontally across the top and bottom of the leaf (Figure 100). Door hardware includes two five-knuckle hinges on each leaf and non-original surface-mounted pull handles and slide latches. The hardware at the north door is mounted on the interior face of the door and the hardware at the south door is mounted on the exterior face. In addition to the hardware, there are non-original surface-mounted signs (Figure 101).



Figure 98. Dutch door with a stone lintel.



Figure 99. The doors consist of three plies of 1x board and measure approximately 2-3/8 inches thick.



Figure 100. The upper leaf of the south door is reinforced with non-original metal straps that span horizontally across the leaf.


Figure 101. Non-original surface-mounted sign.

Non-original restroom doors measure approximately 34-5/8 inches wide by 73-1/2 inches tall by 2 inches deep. They are set in a 5-1/2-inch-deep frame that is set flush with the interior face of the wall. Door casing measures 1 inch by 4-1/2 inches at the interior face and 1 inch by 1-1/2 inches at the exterior face. A wood lintel, measuring 2-1/2 deep tall by 23 inches deep, spans across the opening. The lintel bears 4 inches on the stone at either side of the opening and projects 2 inches beyond the plane of the adjacent stone wall (Figure 102). The wall space above the lintel is clad with stucco on wood framing that is set back for the edge of the lintel, creating a ledge above the door opening. At the upper half of the door leaf are two side-by-side screened panels separated by a wood mullion. The lower half of the door has a faux recessed panel (Figure 103). Door hardware includes three five-knuckle hinges, pull latch, mortise lock, and a surface-mounted door stop (Figure 104).

The second-floor balcony doors are non-original wood-framed double doors. The frame is approximately 7 inches deep and has wood casing, measuring approximately 6 inches wide at the jambs and 3-1/2 inches wide at the door head (Figure 105). A wood threshold, measuring 3-1/4 inch wide, separates the interior from the exterior (Figure 106). Based on archival documentation, the doors replaced wood-framed single-leaf fifteen-light doors that were present at original construction (Figure 107).

Each door leaf measures approximately 15 inches wide by 74-1/2 inches tall and has a center glazing panel, measuring 7 inches wide by 56 inches tall (Figure 108). At the bottom of the glazing panel are four horizontal mullions, spaced approximately 4-1/2 inches on center. Typical hardware includes three five-knuckle brass hinges at each door leaf, pull handles at the exterior face of the leaves, an interior surface-mounted slide latch, and a surface-mounted top bolt that extends into the wood frame. There is a hole in the flooring that appears to have been for a receiver for a surface-mounted floor latch; however, the latch is not present (Figure 109).



Figure 102. Non-original restroom door with wood lintel bearing on stone.



Figure 103. Faux recessed panel at the lower half of the door.



Figure 104. Non-original surface-mounted door stop.



Figure 105. Second-floor balcony door.



Figure 106. A wood threshold separates the interior from the exterior.

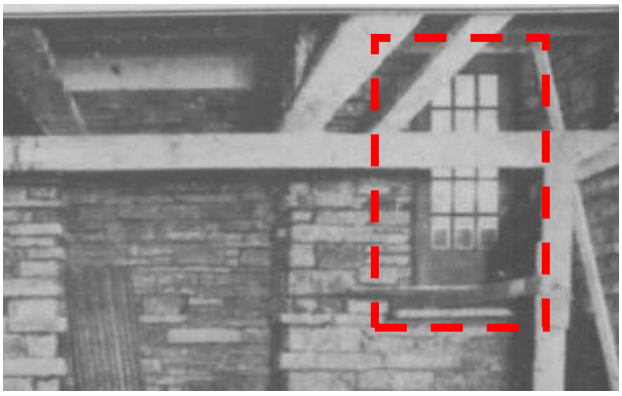


Figure 107. Photograph from the *Dubuque Telegraph Herald* article, dated December 2, 1934, showing a single-leaf fifteen-light balcony door in place during construction (dashed outline).



Figure 108. Interior view of balcony door.



Figure 109. A hole in the flooring that appears to have been for a receiver for a surface-mounted floor latch.

Roof

The building has two hip roofs: one over the two-story wing and one over the one-story wing. Both roofs have wood shingles that range in width from 6 inches to 8 inches wide, with the bottom 5 inches of each shingle exposed to view. The main ridge of each roof is capped with wood shingles. Copper flashings are located at the interface between the roofing and stone walls. The copper flashing is regletted into the joints in the stone and is set in sealant (Figure 110 and Figure 111). Aluminum caps and flashings have a red finish and were installed as part of the roof replacement performed in 2019. Rectangular aluminum cap trim is located over the hip ridges. An aluminum drip edge wraps around the wood fascia and surface-mounted aluminum flashings are installed along the roof edge at the two terraces on the west elevation (Figure 112). In addition to the roof shingles and flashing, the roof has a wood 2x6 fascia, painted brown, with a coved wood trim located below the drip edge flashing (Figure 113). The roof has a wide overhanging eave that measures 16 inches deep and is clad with stucco. The stucco measures 5/8 inches thick and has expanded metal lath secured to the wood framing (Figure 114). At the north and east ends of the restroom wing, the eaves measure approximately 48 inches deep.



Figure 110. Copper flashing at stone chimney.



Figure 111. Copper flashing at restroom wing, set in sealant.



Figure 112. An aluminum drip edge wrapping around the wood fascia.



Figure 113. Wood fascia with coved wood trim located below the drip edge flashing.



Figure 114. Stucco at overhanging eaves.

Vestibule

An open-air recessed vestibule is centered on the west elevation of the restroom wing and provides access to each of the individual restroom enclosures. The vestibule is accessed by a step from the main stone promenade that extends along the west side of the building. Stone pedestals flank the entrance to the vestibule and have non-original urns (Figure 115). Two wood posts, located adjacent to the pedestals, are supported on a concrete foundation and have non-original signs indicating the restrooms (Figure 116). The wood posts are routed along the side and have five vertical slits cut into the wood, an indication of the previously existing light fixture and wood decorative elements mounted to the top of the post at one time. The vestibule has large polygonal-shaped pavers, measuring 2 inches thick, which have a rough texture, vary in size, and are set in grout (Figure 117). The pavers range in size from 6 inches to 36

inches wide, with smaller units filling in the gaps between larger units (refer to Figure 117). At the east side of the vestibule is a stone pilaster measuring approximately 6 feet wide by 27 inches deep that abuts the wall. The base of the pilaster projects 13 inches from the face of the stone, forming a bench that wraps the pilaster and extends onto the adjacent wall, and the corners of the pilaster are articulated by alternating stone courses that project beyond the adjacent course. The ceiling of the vestibule is clad with stucco and features two bands of 1x4 wood trim, painted dark brown, with a geometric design (Figure 118).



Figure 115. Open air recessed vestibule at west elevation of restroom wing.



Figure 116. Non-original signs indicating the restrooms.



Figure 117. Polygonal-shaped pavers with a rough texture, set in grout.



Figure 118. Wood trim at soffit of recessed vestibule.

Balcony

Accessed from the second floor of the community room are two exterior balconies. The balconies have partial-height stucco-clad balustrade walls (Figure 119). Both sides of the balustrade walls are clad with stucco measuring 3/4 inches thick, applied on expanded metal lath and painted beige. The top of each balustrade has a wood top rail and trim. A non-original wrought iron rail is mounted to the wood balustrade rail and to the underside of the stucco soffit (Figure 120). The wrought iron railing consists of a 1-inch-wide by 1/8-inch thick top and bottom bar with 1/2-inch balusters spaced at 5-1/4 inches on center. The balcony floors are 3-1/4-inch-wide tongue-and-groove planks. A rounded base trim board, measuring 3/4 inches tall and up to 1-1/8 inches wide, is notched around the stone (Figure 121).



Figure 119. Second-floor exterior balcony with partial-height stucco-clad balustrade walls.



Figure 120. Non-original wrought iron rail mounted to the wood balustrade rail and to the underside of the stucco soffit.



Figure 121. Rounded base trim board notched around the stone.

Interior Description

The interior of the building consists of a two-story space, referred to as the community room. The space is located at the east end of the structure and directly accessed from the exterior. Within the space, there is a large stone fireplace that is the centerpiece of the building interior. A wood-framed stair is located to the north of the fireplace and an interior wood-framed door is located to the south of the fireplace. The door provides access to the mechanical room that includes plumbing and electrical equipment. The stairs provide access to the second-floor level overlook. At the overlook is an upper fireplace that shares the stone flues from the lower-level fireplace. In addition to the fireplace, there is a niche centered on the west side of the space with a built-in bench, an interior Juliet balcony located to the south of the fireplace and overlooking the community room, and access to the previously described exterior balconies. The Juliet balcony measures 40-1/2 inches tall and 48 inches wide and includes a planter box that projects 16 inches outboard of the balcony and measures 16-1/2 inches tall by 39-1/2 inches wide. The community room also includes a mural that wraps around the top of the walls on the north, west, and south elevations.

Interior spaces at the restroom wing include a women's restroom, measuring approximately 15 feet by 17 feet, to the north and a similarly sized men's restroom to the south. Between the two restrooms is the previously described open-air recessed vestibule (Figure 122).

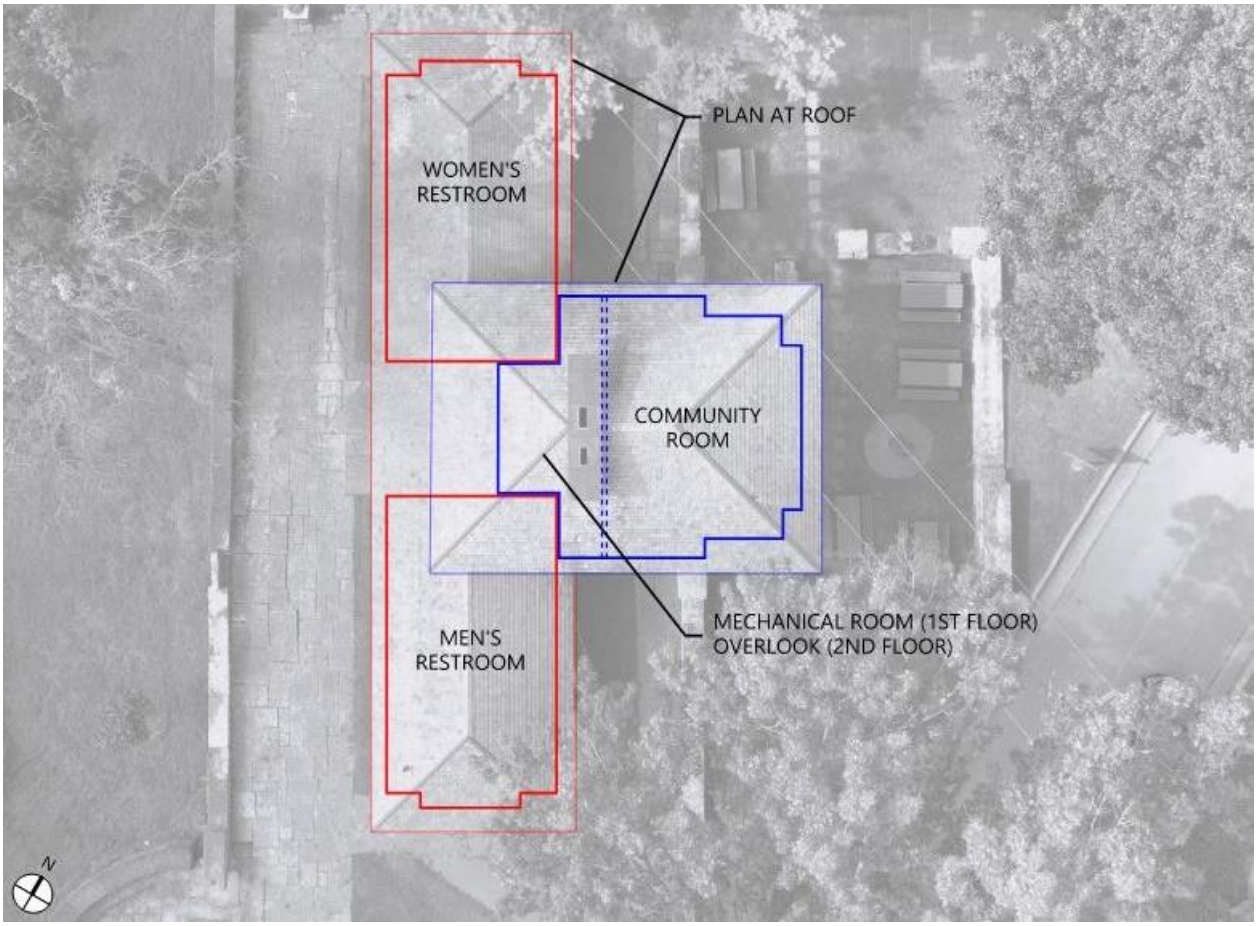


Figure 122. Interior plan diagram at the Indian Room (Source: WJE, 2024).

Flooring

Interior flooring varies throughout the building. Original flooring is located at the community room and second-floor overlook. At the community room, the flooring consists of polygonal-shaped stone pavers, measuring 2 inches thick, that have a rough surface texture and are set in grout. The pavers have an irregular shape and range in width from 8 inches to 48 inches, with smaller units filling gaps between the larger units (Figure 123). At the upper overlook level, the flooring consists of 3-1/4-inch-wide tongue-and-groove wood boards running north-south (Figure 124). The wood flooring extends onto the exterior balconies.

The mechanical space flooring is set approximately 12 inches below the flooring of the community room and is accessed from two steps at the interior door threshold. Some original flooring remains at the mechanical space. The south half of the space has wood tongue-and-groove flooring, measuring approximately 5-1/2 inches wide.

Non-original cast-in-place concrete flooring is located at the north end of the mechanical space and at the restrooms. The flooring was replaced during modifications performed to the restrooms in 2005. The concrete flooring has a polished finish (Figure 125).



Figure 123. Polygonal shaped pavers in the community room.



Figure 124. Tongue-and-groove wood boards at upper overlook level.



Figure 125. Polished concrete flooring in restrooms.

Walls

The interior face of the exterior walls is exposed stone, as described under the exterior walls section above. In addition to the exposed stone, a mural wraps along the top of the wall at the length of the north and south elevations and at the niche on the west elevation (Figure 126). The murals are painted on wood panels measuring 14 inches tall, with 1x4 wood trim along the top and bottom, leaving a space of 11 inches for the mural. The murals depict Native American themes including chiefs and princesses, shapes and symbols, and a trifold suggesting Dubuque history. The murals are covered by non-original, 1/8-inch-thick glazing secured to the wood trim with Phillips head screws (Figure 127). In addition to the murals, original light fixtures are mounted directly to the stone walls.

The upper portion of the walls, above the mural at the west elevation, are plaster applied to expanded metal lath and measure 5/8 inch thick. There are two wood-framed access panels, one at either side of the niche at the second-floor level. Each panel is covered by a wood trim and plywood panel secured into place with screws. and the space behind the panels is not accessible.

The walls of the Juliet balcony measure 4 inches deep and are clad on both sides with plaster, applied on wood lath, with metal corner beads. Parallel wood trim bands, measuring 1-1/4 inches wide and spaced 3 inches on center, extend horizontally and diagonally across the plaster balcony walls (Figure 128). The top of the balcony walls have a wood 2x8 top rail (Figure 129). The plaster is painted beige and the wood has a dark brown stain. In addition to the plaster finish, there is a dedication plaque mounted to the wood framing at the base of the balcony. The brass dedication plaque reads “In memory of / Leo J. Clemens / Park Commissioner” (Figure 130).

Non-original walls are located at the men’s and women’s restrooms. The walls along the west elevation are clad with gypsum board on wood 2x4 framing to a height of approximately 6 feet. The gypsum board finish conceals the plumbing pipes and conduit for the toilets and sinks (Figure 131). Evidence of previously existing interior partition walls is located at the north and south ends of the restrooms and consists of remnants of mortar and sealant on the exterior stone walls (Figure 132).



Figure 126. Mural along the top of the stone wall.



Figure 127. Non-original, 1/8-inch-thick glazing covers the mural.



Figure 128. Wood trim bands extend horizontally and diagonally across the plaster balcony walls.



Figure 129. The top of the balcony walls have a wood 2x8 top rail.



Figure 130. Brass dedication plaque at base of balcony.



Figure 131. Gypsum board finish (arrow) concealing the plumbing pipes and conduit for the toilets and sinks.



Figure 132. Evidence of previously existing interior partition wall.

Ceiling

The interior of the building has original plaster ceilings, painted light beige, that follow the hip roof form of the roof (Figure 133). At the community room and immediately adjacent to the fireplace are two bands of wood trim, each measuring 3-5/8 inches wide and painted dark brown, that create a rectangular pattern, measuring approximately 5 feet wide, that spans north-south across the roof gable. Within the rectangular pattern are two square wood blocks (Figure 134). A circular area with discoloration and holes in the plaster is located at the peak of the ceiling and is evidence of a previously existing light fixture that has since been removed. Previous plaster patches were visible at both sides of the chimney (Figure 135). The patches have an irregular pattern and have not been painted to match the historic plaster.

The ceiling in the mechanical room behind the central fireplace is plaster on wood lath, which is attached to the underside of the second-floor framing (Figure 136). Much of the plaster has been removed, leaving the wood lath exposed. The few pieces of plaster that remain are 3/8 inch thick with a yellow/beige finish coat (Figure 137).

In each restroom, the plaster ceiling finish follows the slope of the roof and features non-original 1 inch by 1-1/2-inch wood trim, painted reddish brown (Figure 138). The bands are spaced approximately 48 inches apart.



Figure 133. Plaster ceilings following the hip roof form of the roof.



Figure 134. Two square wood blocks within the rectangular pattern.



Figure 135. Previous plaster patches at the sides of the chimney.



Figure 136. The ceiling in the mechanical room is plaster on wood lath.



Figure 137. Remaining 3/8-inch-thick plaster with a yellow/beige finish coat.



Figure 138. Restroom ceiling with non-original wood trim.

Doors

An interior door measuring 27 inches wide by 66 inches tall is located on the first floor, south of the fireplace and underneath the Juliet balcony. The door provides access to the mechanical space and has a wood frame measuring 5-1/2 inches deep. There is a wood panel transom on either side of the door that is notched around the irregular profile of the stone (Figure 139). The door is constructed of 1x6 panels with 1/2 inch by 1-inch vertical trim on the main gathering room face of the door leaf and 2x6 horizontal reinforcing on the mechanical room face of the door leaf (Figure 140 and Figure 141). There is a pull handle and latch on the community room face of the door and three knuckle hinges with brackets on the mechanical room face of the door.



Figure 139. Wood panel transom notched around the profile of the stone.



Figure 140. Vertical reinforcing on the main gathering room face of the door.



Figure 141. Horizontal reinforcing on the mechanical room face of the door.

Stairs

A wood staircase is present on the north side of the fireplace (Figure 142 and Figure 143). The stair retains much of its historic fabric, although significant structural modifications were implemented, circa 2022. The structure of the stair consists of a 2x10 stringer notched to support the individual wood treads. A 2x6 post supports each stringer at mid-span. The original wood stair treads measure 2-1/4 inches thick and have a tread depth of 11-1/4 inches. The rise between treads is 8-1/4 inches. Three stacked wood blocks, alternating in size between larger 2x4 blocks and smaller 2x3 blocks, support the ends of the treads. The upper treads are positioned to overhang the lower treads by 3-1/2 inches. Non-original structural modifications include the addition of a 2x10 wood riser secured to the stringer with steel angles and screws (Figure 144).

The stair rail consists of a 3-1/2-inch-square newel post and intermediate posts that are secured to the stair treads and a top rail consisting of a 2x6 secured to the posts with screws (Figure 145). The original wood members and non-original repairs and replacement members are stained dark brown.

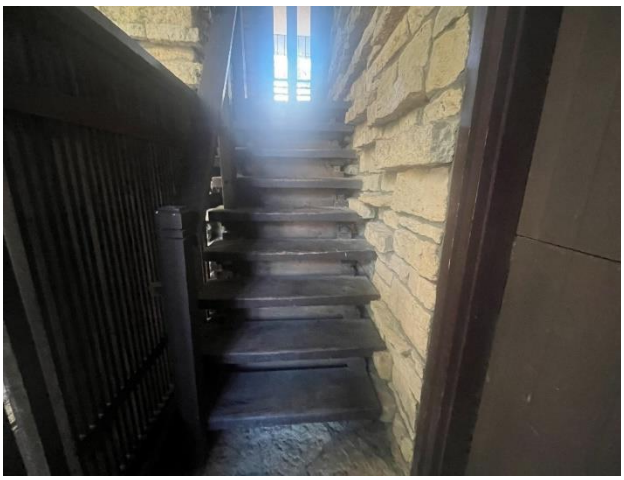


Figure 142. Wood staircase at the north side of the fireplace.



Figure 143. Close-up view of stair risers at the north side of the fireplace.



Figure 144. Non-original 2x10 riser secured to the stringer with stainless steel angles.



Figure 145. Top rail consisting of a 2x6 secured to the posts with screws.

Fireplace and Chimney

The focal point of the Indian Room is the large stone chimney that extends two stories in height and separates the interior spaces (Figure 146). The chimney includes an upper and lower fireplace, each with a stone hearth. Similar to the exterior walls, the chimney is constructed of random coursed rock-faced ashlar stone units, some of which project from the plane of the wall. Within the chimney there are unique stone features either carved or set into the stone coursing.

On the first floor, the firebox measures approximately 75 inches wide by 25 inches tall. A large stone mantel, measuring 8 inches deep, spans across the firebox opening and is supported by a steel angle (Figure 147). The south end of the mantel features carved decoration that includes a configuration of rectangular reliefs and carvings in concentric circles (Figure 148). The mantel is supported on either side by stone piers. Above the mantel are two large accent stones: a face bed stone unit that measures approximately 30 inches by 42 inches, and a large projecting stone unit that measures approximately 60 inches long and 10 inches tall. A stone hearth is in front of the firebox, and although not shown in the original drawings, appears to be original. The hearth has a combed tooling pattern, measuring 3/4 inch wide, along the edges of the stones.

Approximately 12 feet above the first floor level, at the north end of the east chimney elevation, is an irregular-shaped opening that was intentionally constructed and extends through the depth of the chimney. The coursed stone gap measures between 4 and 10 inches wide (Figure 149).

The upper fireplace is located on the south end of the west elevation of the chimney, at the second floor (Figure 150). The fireplace has a load-bearing arched opening with expressed stone voussoirs (Figure 151). Extending across the arched opening is a large mantel stone, supported on a steel angle, with square carvings on the face of the stone. The mantel features geometric carvings: a series of offset lines forming a rectilinear pattern at the south end of the mantel and a small rectangular carving and a series of concentric squares at the north end of the mantel (Figure 152 and Figure 153). At the southwest corner of the chimney is a series of stacked small and large square stone units (Figure 154 and Figure 155). The rectangular shape of the ashlar rock-faced units and horizontal coursing accentuated by projecting stone courses, enhance the theme of the geometric carvings at the mantel. The hearth consists of polygonal-shaped stone pavers with a rough texture that are flush with the wood flooring (Figure 156). The firebox consists of 4x8 clay brick at the base and common brick at the upper portion of the firebox.


Figure 146. Large stone chimney extending two-stories.

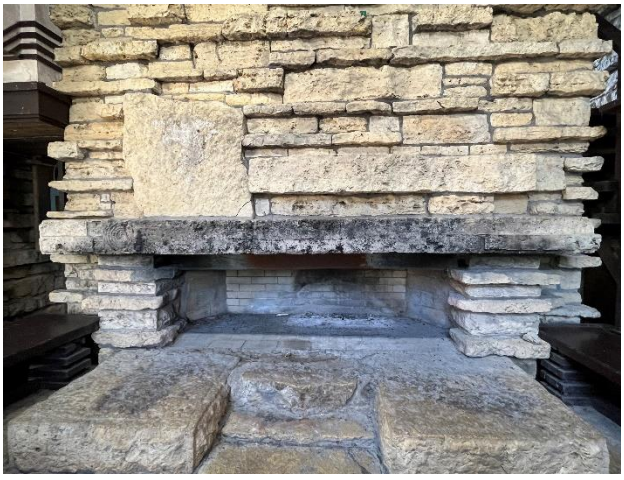

Figure 147. Stone mantel spanning across the firebox opening.



Figure 148. Concentric circles carved as decoration in mantel stone.



Figure 149. Irregular-shaped opening in the chimney.



Figure 150. The upper fireplace located on the west elevation of the chimney, at the second floor.



Figure 151. Load-bearing arched opening with expressed stone voussoirs.



Figure 152. Square carvings at the face of the upper fireplace mantel.



Figure 153. Geometric carvings at the upper fireplace mantel.



Figure 154. Small and large stacked square stone units.



Figure 155. A series of stacked small and large square stone units at the southwest corner of the chimney.



Figure 156. Stone hearth flush with the wood flooring.

Furniture

The community room has three built-in benches, one under the projecting rectangular window bay on the east elevation of the building and one on each side of the lower fireplace. (Figure 162) The bench at the east elevation supports part of the window sill (Figure 157). The seat extends to the stone walls on each side and measures approximately 11 inches deep, 2 inches thick, and 11 feet 6 inches long. The bench seat has sturdy wood supports on either end of the bench seat (Figure 158). The wood supports consist of a solid wood base, measuring approximately 2 inches thick by 3 feet wide, upon which is a wood pier. In addition to the pier, the wood base supports vertical post that extends through the bench seat to the underside of the wood window stool. In addition to the post, six wood pickets, each measuring 5/8 inches square and spaced 1-1/2 inches on center, form a decorative screen that extends from the wood base and to the underside of the window stool. At the north end of the bench is a second wood bench, measuring 17 inches in height, that extends perpendicular to the main bench (Figure 159). The perpendicular bench

has a wood base, measuring approximately 2 inches thick by 8 inches deep, and a wood-framed post and vertical wood posts and spindles that support a top rail, also measuring 2 inches tall by 8 inches deep. A table that was originally used with the bench has since been removed and is presently being stored in the attic of the City of Dubuque Park Division maintenance facility. Based on comparison of archival photographs from 1936, the bench was installed after original construction.

In addition to the window bench, benches extend perpendicular to the wall on either side of the fireplace mantle, forming an inglenook around the fireplace (Figure 161 and Figure 162). The bench seats are approximately 66 inches wide by 21-1/2 inches deep with the top of the seat approximately 16 inches above the finished floor. The legs of the bench are approximately 37 inches apart and consist of four 2x2 square wood posts that extend through four 2x8 boards with 2 inch vertical spacing between the boards (Figure 163). A 2x8 base board with a 2x14 board turned on its side extend perpendicular between the bench legs to provide additional support. The north bench has a back measuring approximately 54 inches tall by 56 inches wide, consisting of thirty vertical wood spindles, each measuring 5/8-inch square and spaced 1-1/4 inches apart, that form a screen. There are two 1-1/2-inch square vertical members on each side of the spindles. The screen is capped by a 2x8 top rail (Figure 164). The south bench originally had a similar back, but it has been removed.6,


Figure 157. The bench at the east elevation.


Figure 158. Sturdy wood supports on either end of the bench seat.



Figure 159. A second wood bench extending perpendicular at the north end of the bench.



Figure 160. The front edge of the bench aligned with the outside of the mantel support stones.

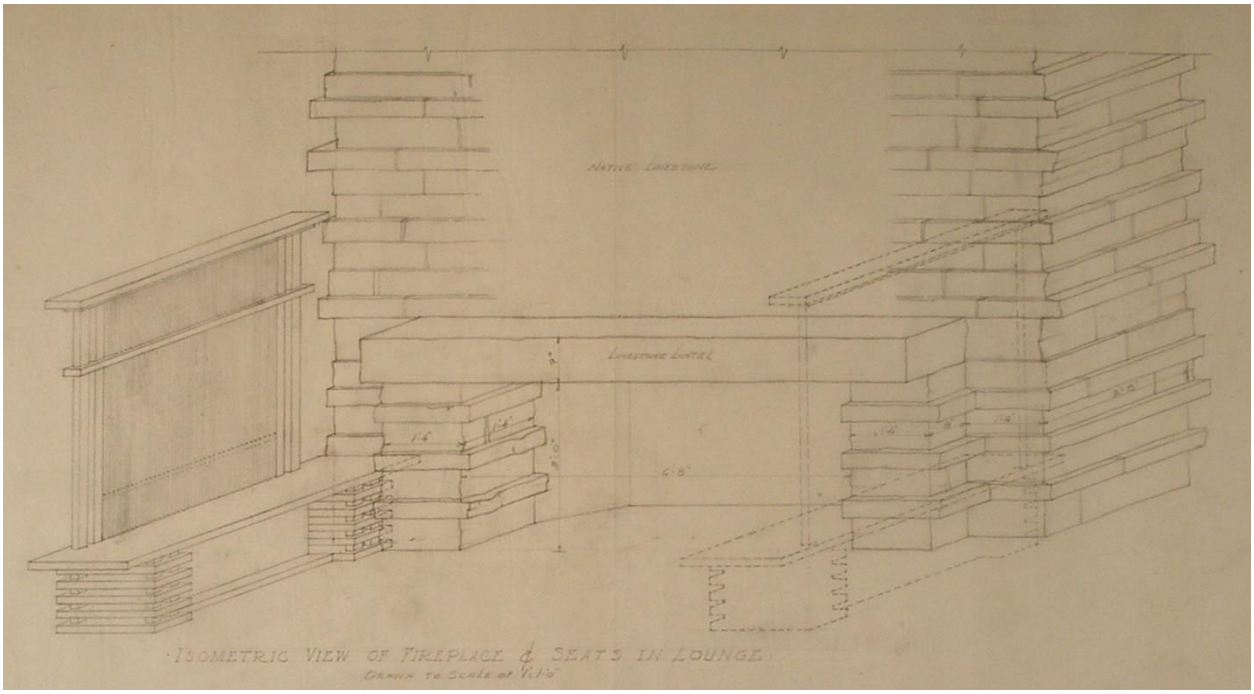


Figure 161. Sketch from original drawings showing the fireplace and benches. (Source: Caldwell Archives at the Dubuque Museum of Art)

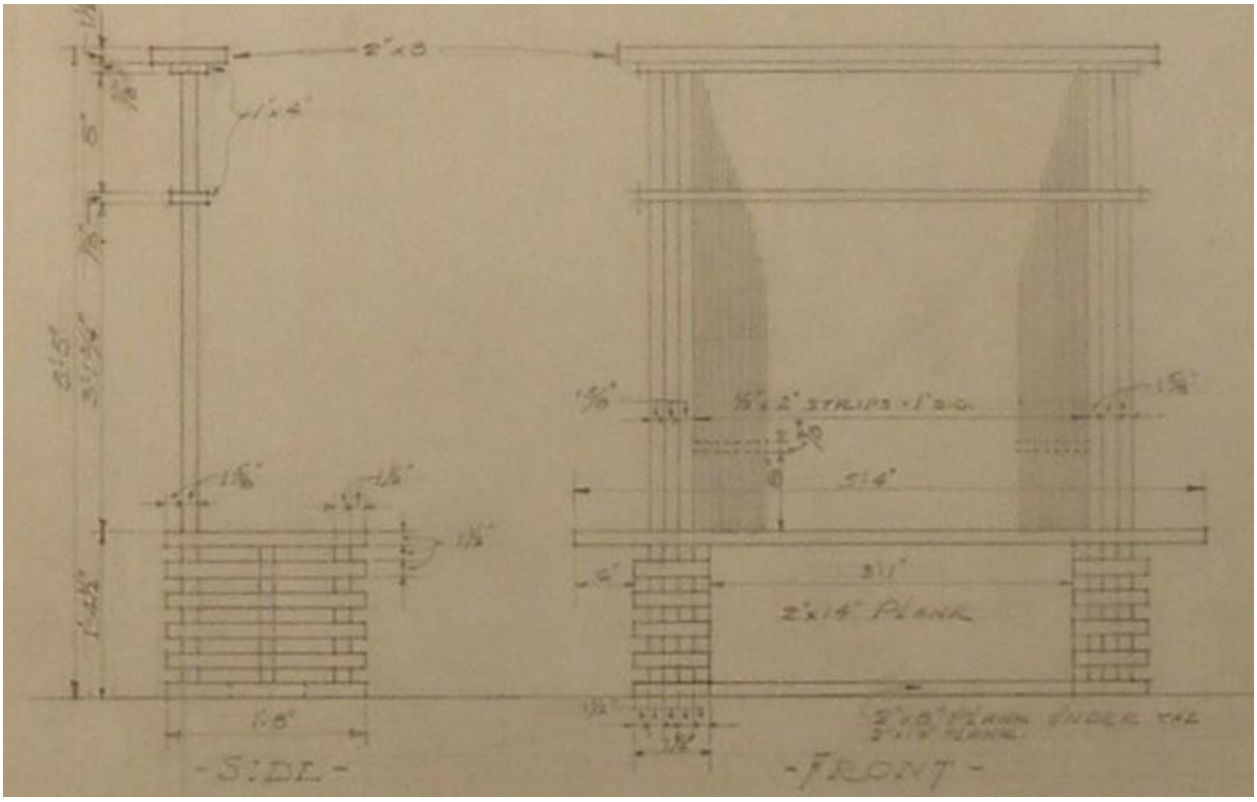


Figure 162. Sketch from original drawings showing the benches (Source: Caldwell Archives at the Dubuque Museum of Art).


Figure 163. One of the legs of the bench.


Figure 164. Back of the north bench that forms a screen.

Electrical and Lighting System

The original electrical system has been mostly removed and replaced; however, some components of the electrical systems remain. The original electrical systems included armored cable consisting of cloth and rubber insulated wires set in a flexible coiled metal sheath (Figure 165). The cable was routed through the wall to junction boxes, flush with the interior plaster and exterior stucco finishes (Figure 166). An abandoned historic junction box is located at the ridge of the plaster ceiling, centered in front of the fireplace at the main community room (Figure 167). The junction box likely supported a pendant light fixture that has since been removed. Based on review of an article published in the *Dubuque Telegraph Herald*, dated June 7, 1936, the original light fixture consisted of a string of connected lamps, each encased in a wood slatted shade, triangular in plan (Figure 168). At the interior second-floor level overlook, the flexible conduit penetrates the plaster wall and runs along the top of the wood framing for the surface-mounted mural. Abandoned junction boxes are mounted to the top of the wood framing. The surface-mounted conduit extends above the wood framing to the far east side of the community room, where it extends to two historic light fixtures mounted on the stone walls. Each fixture consists of a sheet metal lantern with a crimped hood. The lamp of the lights is missing (Figure 169).

At the exterior of the building, there are two abandoned junction boxes at the exterior stucco roof soffit, adjacent to the exterior balconies on the west elevation of the building. The openings are concealed by wood blocks, painted red. Evidence of historic lighting is also present at the wood posts that frame the recessed vestibule of the restroom wing. The ends of conduit are exposed to view at the top of grooves routed in the sides of the wood posts (Figure 170). An archival photograph dated 1975 indicates that the posts once supported a light fixture with a Japanese lantern design, consisting of a rectangular lamp with horizontal banding (Figure 171). Based on comparison of archival photographs, it appears that the lantern design was intended to match the historic lantern posts visible at the terraced site walls. Other remnants of the historic electrical system include a 600-volt electrical panel, manufactured by Gran-Cal, Inc., mounted to the ceiling of the mechanical room. Based on physical evidence and archival research on Gran-Cal, Inc., an Ohio-based company, the Gran-Cal panel was likely installed sometime between 1955 and circa 1970.

The building is currently served by a 120-amp, 120/240-volt electrical panel manufactured by General Electric (Figure 172). Documentation of changes to the electrical system were not identified during our archival research; however, the existing electrical system was likely installed between 1998 and 2010. The electrical panel is mounted to a wood panel attached to the south wall of the mechanical room and is connected to the main utility service line to the building. Non-original lights include the double ballast fluorescent light fixture suspended from the ceiling in the community room; a surface-mounted fluorescent light at the second-floor overlook level, an exposed single-bulb surface-mounted ceiling fixture at the mechanical room; and double ballast box-shade fluorescent light fixtures mounted directly to the plaster in the men's and women's restrooms (Figure 173 through Figure 175). The electrical panel also supports the water heater and booster pump, installed as part of restroom renovations designed in 2004 and performed in 2005. There are no receptacles observed in the community room, upper balcony, or mechanical room; however, ground fault circuit interrupting (GFCI) receptacles were observed above exterior door openings at the restroom wing. At present, there are no exterior light fixtures for the building.



Figure 165. Coiled flexible metal conduit.



Figure 166. Junction boxes set in the plaster finish of the walls and ceiling.



Figure 167. Plaster ceiling at community room where historic pendent light fixture was mounted.

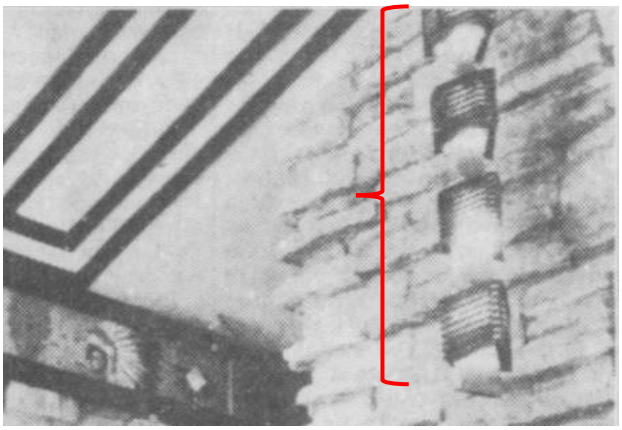


Figure 168. Original pendent light fixture at community room. (Source: *Dubuque Telegraph Herald*, June 7, 1936, page 16)



Figure 169. Surface-mounted lantern, with the lamp of the light fixture missing.



Figure 170. Abandoned conduit and routed wood channel at recessed vestibule.

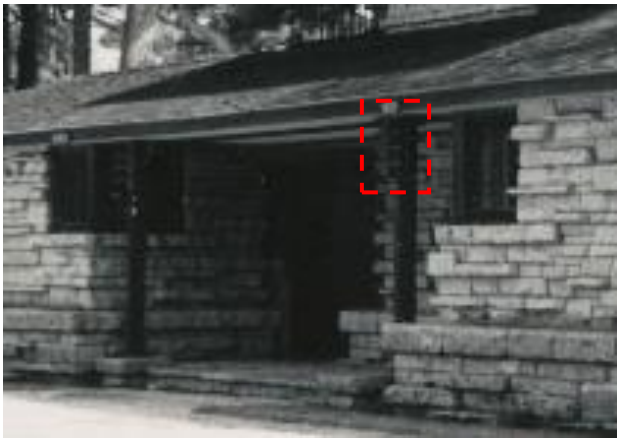


Figure 171. The wood lantern mounted to the posts at the recessed vestibule, circa 1975. (Source: Center for Dubuque History, HMR 371)



Figure 172. 120-amp, 120/240-volt electrical panel, located in the mechanical room.



Figure 173. Non-original double ballast fluorescent light fixture suspended from the ceiling at the community room.



Figure 174. Surface-mounted non-original fluorescent light fixture at second-floor overlook level.



Figure 175. Non-original double ballast box-shade fluorescent light fixtures at the men's and women's restrooms.

Plumbing

Originally, the Indian Room housed bathrooms and showers within the restroom wing and included radiant heating within the community room. Physical evidence and documentation from the *Indian Room Toilet Facility Renovation,* dated December 20, 2004, indicates that original plumbing fixture and most of the original plumbing pipes had been removed well before 2004, likely as part of a previous restroom renovation for which we were not able find documentation. The capped piping for the radiant heaters in the community room appears to be the only remaining historic fabric from the original plumbing (Figure 176).

Potable domestic water service is supplied to the building via a main water supply access from a concrete-lined pit, approximately 4 feet deep, located under an access panel in the wood flooring of the mechanical room (Figure 177). The existing plumbing system consists of cast iron and copper water supply and drainage pipes and cast iron vent pipes. Water supply lines extend from the main water line to a water heater with expansion tank and a booster pump and to a wood-framed wall that extends along the west elevations of the men's and women's restrooms (Figure 178). Hot and cold water pipes and waste pipes are routed to non-original plumbing fixtures that include five toiles, two sinks, and two urinals (Figure 179). ADA-compliant plumbing fixtures and stalls were installed at the men's and women's restroom. Non-original floor drains, consisting of 3-inch-diameter drains with a flush-mounted brass drain strainer, are located in each restroom (Figure 180). According to the *2004* repair drawings, waste pipes are connected to a below-grade sewer line that extends under the restroom wing. In addition to the water supply and waste pipes, there are cast iron vent pipes located in each restroom that extend from below-grade and through the roof (Figure 181).



Figure 176. Capped pipe set in floor of community room likely supported a radiant heating system that has since been removed.



Figure 177. Concrete pit concealed under wood flooring that provides access to main water supply.



Figure 178. View of water heater, booster pump, and copper piping installed as part of the 2005 restroom renovation.



Figure 179. Typical bathroom fixtures and wood-framed partition wall installed as part of the 2005 restroom renovation.



Figure 180. Floor drain at the restroom.

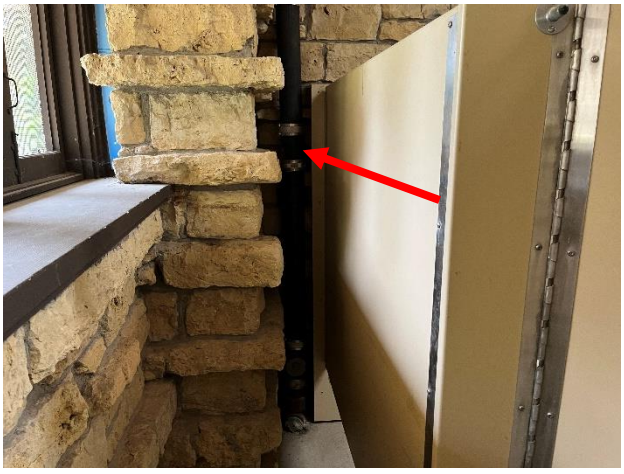


Figure 181. Vent pipe at the restroom extends through the floor slab and through the roof framing.

Mechanical Systems

The building does not have a mechanical, ventilation, or air conditioning system. Historically, the building was heated using the fireplaces and water-fed radiant heaters. Passive ventilation was facilitated through window and door openings.

Fire Protection Systems

The building does not have a fire alarm system.

Condition Assessment

Stone

- *Vertical Cracking at Stone.* Localized areas of vertical cracking were observed at the center of several stone units in the field of the wall (Figure 182). The most significant vertical cracking was observed at the stone mantels for both the upper and lower fireplace (Figure 183 and Figure 184). The cracking extended the full depth of the stone mantel and was unsound when evaluated with a sounding mallet. In addition to the cracking, the steel angle that supports the mantels was observed to have surface corrosion (Figure 185).
- *Shallow Spalls at Mortar Joints.* Shallow spalls were observed along the edge of some stone units. The spalling resulted in the loss of some of the rock-faced stone but the mortar remained intact(Figure 186).
- *Small Spalls.* Several small edge spalls were observed at interior stone units at the chimney. The spalls were located along the edge of the stone units. At the face bed unit above the lower fireplace mantel, several small spalls were observed (Figure 187). The spalls were located along a cracked mortar joint and may have been associated with the cracked mantel unit.
- *Shallow Spalls near Fireplaces.* A few shallow spalls were observed at the stone units around the fireplace openings (Figure 188). The spalls were as large as 4 inches square and 3/8 inch deep.
- *Open Joints at Paving.* An open joint was observed between the stone paving at the recessed restroom vestibule and at the adjacent restroom enclosure (Figure 189). The mortar remains intact but has fully debonded from the stone at the restroom enclosure.
- *Localized Pitting,* Deep pockets and pits were observed in the stone at a few locations (Figure 190). The pitting was observed at isolated stone units and was typically aligned with areas of water runoff or dripping.
- *Open Transition Joint.* The joint between the stucco soffit and stone walls is open and has likely never been treated. The lack of joint treatment results in a continuous gap, measuring 1/8 inch wide, between the materials (Figure 191).
- *Biological Growth.* Biological growth and soiling were observed at the stone walls, specifically at upward-facing surfaces and at wall areas perpendicular and adjacent to locations subject to water runoff from roofs (Figure 192).
- *Pest Infestations.* At several locations, bird and insect nests were observed adjacent to projecting stone units (Figure 193).



Figure 182. Localized vertical cracking at the center of several field of wall stone units.



Figure 183. Significant vertical cracking at upper fireplace mantel.



Figure 184. Vertical cracking at lower fireplace stone mantel.



Figure 185. Surface corrosion at the steel angle that supports the mantel.



Figure 186. Shallow spalls at edge of stone units.



Figure 187. Small spall at face bed unit above the lower fireplace mantel.



Figure 188. Shallow spalls at the stone unit around upper fireplace opening.

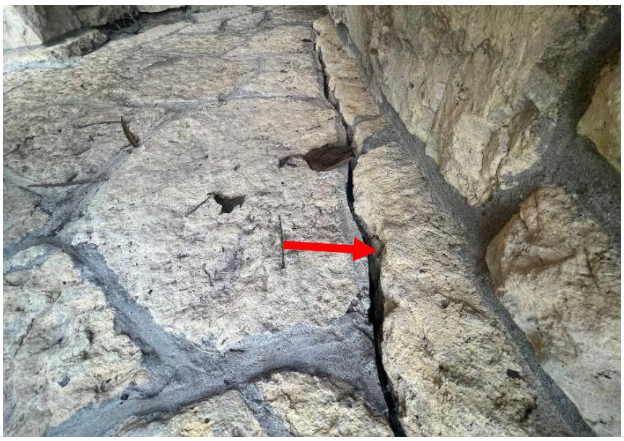


Figure 189. Open joint between the stone paving at the recessed restroom vestibule and at the adjacent restroom enclosure.



Figure 190. Deep pockets and pits in the stone.



Figure 191. Continuous gap, measuring 1/8 inch wide, between the materials.



Figure 192. Biological growth and soiling at stone walls perpendicular and adjacent to roof runoff.



Figure 193. A bird nest adjacent to projecting stone units.

Wood Elements

- *Deteriorated Wood Trim*. The wood top rail and trim at the exterior balconies had severely deteriorated, resulting in complete section loss and areas that were soft when probed (Figure 194). The distress was observed at the ends of the rail and trim, where these features abuts the wall.
- *Missing Wood Trim.* Some of the wood trim at the plaster walls is missing at the Juliet balcony (Figure 195). A large area of the plaster was also missing at the balcony.
- *Gaps at Wood Joints.* Gaps measuring as wide as 3/8 inch were observed between wood elements at the wood screen of spindles that is located at the north bench. The vertical spindles are separated from the top rail of the screen (Figure 196).
- *Splits, Displacement, and Missing Wood Elements.* Wood benches at the fireplace exhibited splits and missing portions of the wood framing at the foot of the bench. The vertical board that supports the center of the bench seat was observed to be displaced and not aligned with the center of the bench seat (Figure 197). Some of the decorative 2x8 wood members that surround the support posts at the base of the bench have split and portions are missing (Figure 198 and Figure 199).
- *Minor Wood Trim Deterioration.* The wood trim throughout the building is generally in good condition. Typical conditions include worn and abraded paint, separations at joints, and minor splitting along the ends of boards.



Figure 194. Complete section loss at the wood top rail and trim at the exterior balconies.



Figure 195. Missing wood trim at the plaster walls.

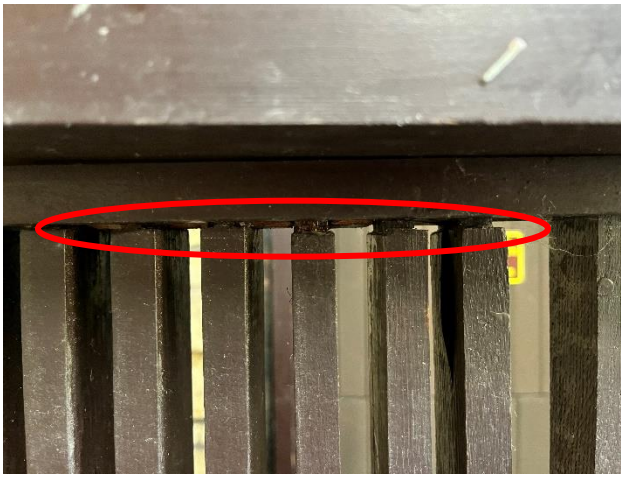


Figure 196. Vertical rails separated from the top rail of the screen.



Figure 197. Displaced vertical board that supports the center of the bench seat.



Figure 198. Split decorative 2x8 wood members that surround the support posts at the base of the bench.



Figure 199. Missing portions of the decorative 2x8 wood members are missing.

Roofing

- *Minor Checks and Splits.* Minor checks and splits are present at the ends of some wood fascia boards, aligning with fastener locations (Figure 200). Localized areas of peeling paint were observed, typically near the ends of wood fascia members.
- *Biological Growth.* Biological growth was observed at the wood shingles and at the stone on the upward-facing surface and the lower portion of the walls (Figure 201). The growth at the roof shingles is light green. Biological growth at the stone includes reddish brown, black, and green discoloration.



Figure 200. Minor checks and splits at the ends of some wood fascia boards.



Figure 201. Biological growth at wood shingles.

Plaster and Stucco

- *Cracking and Debonding of Interior Plaster*. Cracks extend perpendicular to the wood trim pieces at the non-original plaster ceiling of the restrooms. The cracks are as wide as 1/16 inch. At some locations, the plaster is sagging and appears to have debonded from the substrate. The pattern of cracking is more irregular where sagging was observed (Figure 202).
- *Hairline Cracking at Interior Plaster*. Hairline cracking at the historic plaster ceilings extend perpendicular between wood trim pieces as well as across the plane of the ceiling. The cracking is generally in a straight line or steps incrementally across the plaster surface, likely aligning with the location of joints in the wood lath (Figure 203 and Figure 204). At isolated locations, typically along the wood trim, small areas of the plaster finish have debonded from the scratch coat and fallen loose (Figure 205).
- *Missing Plaster*. Portions of the plaster at the interior Juliet balcony and at the mechanical room ceiling are missing. The wood lath and edge beads are exposed to view (Figure 206).
- *Cracking at Soffit*. Cracking was observed at the underside of the stucco soffit (Figure 207 and Figure 208). The cracks range from hairline to as wide as 1/8 inch and typically extend perpendicular to the length of the soffit. The cracks are primarily located at corners and areas where the soffit changes in depth. At some locations, the stucco is discolored adjacent to the crack, indicating that moisture or water infiltration may have been associated with the crack at one time (Figure 209).
- *Cracking at Stucco above Balcony*. Localized areas of cracking were observed at the stucco ceiling above the balcony. The cracks measure approximately 1/16 inch wide and extend from anchor locations for the wrought iron grille (Figure 210).



Figure 202. Irregular cracking pattern where sagging was observed.

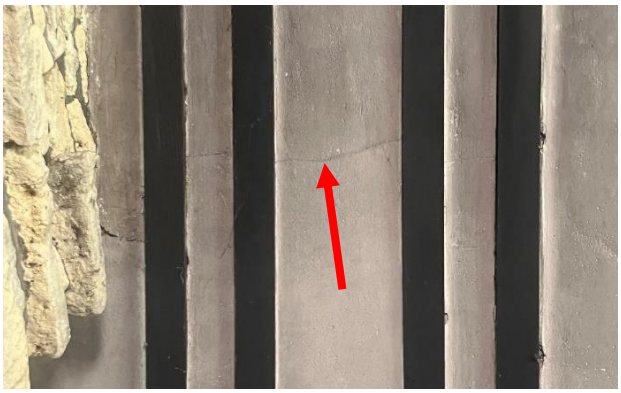


Figure 203. Straight line cracking in plaster.



Figure 204. Incrementally stepped cracking across the plaster surface.



Figure 205. Debonded plaster finish that has fallen loose.



Figure 206. Exposed wood lath and edge beads.



Figure 207. Cracking at the underside of the stucco soffit.



Figure 208. Cracking at the underside of the stucco soffit.



Figure 209. Discoloration of stucco adjacent to crack, indicating that moisture or water infiltration may have been associated with the crack at one time.



Figure 210. Cracks extending from anchor locations for the wrought iron grille.

Windows and Doors

- *Deteriorated Wood at Sill and Framing.* At a few locations, the wood sill has split and was soft when probed. The distress typically aligns with the exterior face of the sash (Figure 211). The wood window jamb adjacent to the sill also exhibits deterioration along the bottom edge.
- *Split wood at Mullion.* At least one window mullion had a split at the wood cladding that extends the full depth of the wood to a length of approximately 6 inches (Figure 212).
- *Split at Wood Door Cladding.* At one location, the wood cladding at the upper leaf of a Dutch door had split. The split extends approximately 12 inches and has resulted in the loss of wood along the edge of the cladding board (Figure 213).

- *Deteriorated Wood at Windows.* Minor wood deterioration was observed at windows. Where observed, the distress included localized areas of wood that was found to be soft when probed, with small splits and checks at the end of framing members, and isolated areas of peeling paint (Figure 214 and Figure 215).
- *Deteriorated Wood at Doors.* Minor wood deterioration at doors includes chips and splits along the base of door leaves, biological growth, and areas of missing or abraded coating (Figure 216 and Figure 217).
- *Damaged Window Screens.* Approximately half of the wood-framed window screens exhibit distress conditions, including missing or loose wood stops, damaged and displaced metal screening, and checking and splitting at the ends of the wood framing members (Figure 218).
- *Previous Repairs.* Some of the windows appear to have previous repairs that include the addition of metal brackets to reinforce the sash corners (Figure 219). The repaired sash appeared to be stable at the time of the survey.
- *Displaced and Corroded Hinge.* At least one hinge appeared to be loose and displaced, and the pin for the hinge is not fully engaged (Figure 220).



Figure 211. Split wood sill that was soft when probed.



Figure 212. Split at the wood cladding of window mullion that extends the full depth of the wood for a length of approximately 6 inches.



Figure 213. Split at upper leaf of Dutch door.



Figure 214. Localized area of wood that was found to be soft when probed, with small splits and checks at the end of framing members.



Figure 215. Isolated areas of peeling paint.



Figure 216. Minor wood deterioration at doors including biological growth.



Figure 217. Minor wood deterioration at doors including chips and splits along the base of door leaves.



Figure 218. Displaced metal screening at wood-framed window.



Figure 219. A previous repair that includes the addition of metal brackets to reinforce the sash corners.



Figure 220. Displaced hinge at door.

Mural

- *Moisture Staining at Wood.* Moisture staining and white soiling were observed along the bottom framing member surrounding the interior mural. The irregular pattern of soiling extends the full length of the frame and is as wide as 2 inches at some locations (Figure 221).
- *Scratches on Mural.* Scratches were observed on the wood backing of the mural (Figure 222). The scratches are typically 1/16 inch wide and appear to be associated with previous vandalism. At a few locations, scratches extend through the painted surface and have abraded the paint coating (Figure 223).



Figure 221. Moisture staining and white-colored soiling along the bottom framing member.



Figure 222. Scratches on wood backing of mural.



Figure 223. Scratch extended through the painted surface and abrading the paint coating.

Veranda Rooms

The Veranda Rooms is a one story limestone structure with a mostly rectangular plan that measures approximately 20 feet by 50 feet (Figure 224). The building is situated on a stone terrace connected to the main stone promenade. The Southern Gate Road wraps around the south and east sides of the building site and is immediately adjacent to the west pavilion of the Bridge Complex.

The building features projecting limestone units that form a watertable at the base of the building, as well as limestone walls, wood-framed windows and doors, and a wood-framed hip roof with wide overhanging eaves and dormer windows. The east, primary elevation features two entrance doors that flank a wood-framed rectangular bay (Figure 225). The rectangular bay measures approximately 16 feet wide and the front facade of the bay is flush with the roof fascia. An offset gable roof dormer, measuring 16 inches tall, is located at the roof and spans the width of the projecting rectangular bay. The north elevation is symmetrical and features a band of wood-framed windows that span across the elevation and wrap the corners (Figure 226). The west elevation features two stone chimneys that project approximately 10 inches from the plane of the wall (Figure 227). The chimneys extend approximately 5 feet above the roofline and the south chimney includes an exterior fireplace with mantel. Similar to the east elevation, there is a roof dormer located at the north end of the roof. Unlike the dormer at the east elevation, the dormer has a shed roof and is positioned immediately behind the chimney stack for the north fireplace. The south elevation has a rectangular bay that projects approximately 4 feet from the main portion of the building and measures approximately 9 feet wide (Figure 228). There are window openings on either side of the bay, as well as windows that wrap the corners at the upper portion of the bay. In addition to the dormer windows and chimneys, the building features stucco-clad eaves.

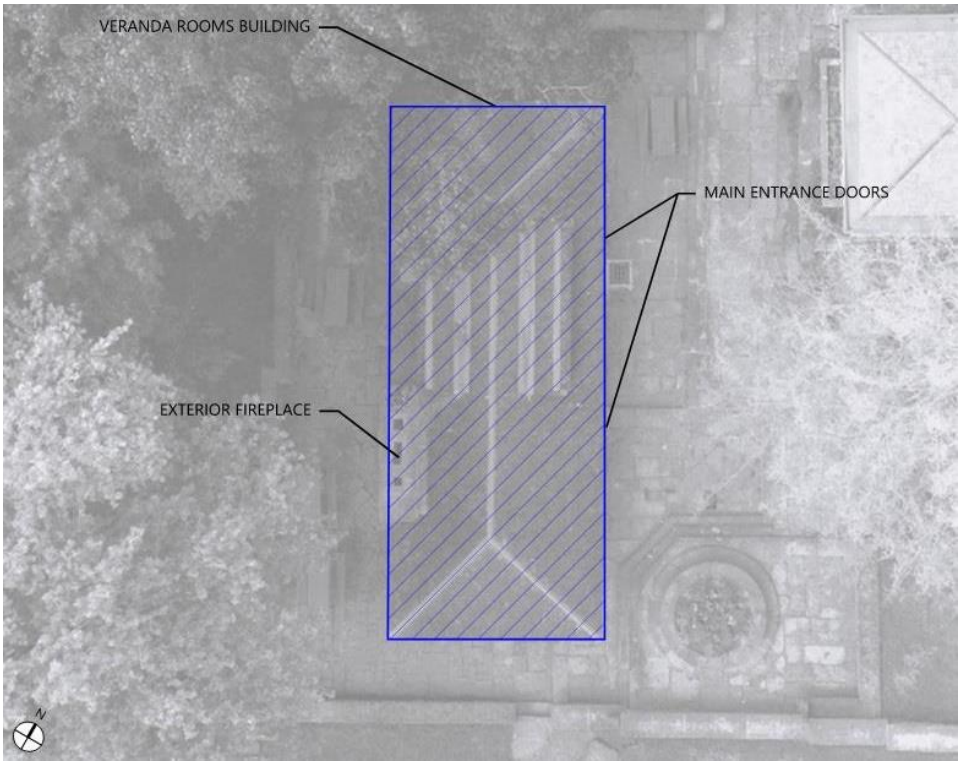


Figure 224. Diagram showing the configuration of spaces in the Veranda Rooms (Source: WJE, 2024).


Figure 225. View of the Veranda Rooms looking west.


Figure 226. View of the Veranda Rooms looking south.


Figure 227. View of the Veranda Rooms looking northeast.


Figure 228. View of the Veranda Rooms looking north.

Structural Description

Foundation

Based on original drawings of the "Pump House" and conditions observed on site, the building has a concrete perimeter footing measuring approximately 36 inches deep. Drawings indicate that the concrete foundation extends approximately 4 feet below grade; however, conditions observed at a drain basin on site suggest that the concrete foundation measures 12 inches tall and bears on a stone foundation. Within the concrete footing, the building has a concrete floor. A portion of the concrete footing and floor slab are exposed to view at the east elevation of the building (Figure 229).

Walls

Most of the walls are load-bearing stone masonry. However, a wood-framed wall is located at the east elevation of the building and has a structure consisting of wood posts, measuring 6 inches square, spaced approximately 8 feet on center. The post framing and load-bearing masonry support the wood roof framing.

Roof Structure

The roof framing is partially concealed by the interior finishes (Figure 230). Based on original construction drawings and observation on site, the roof framing consists of 2x6 rafters, spaced at 16 inches on center, with 1x6 wood sheathing. The rafters extend beyond the plane of the wall, typically 24 inches, to form overhanging eaves. At the plane of the wall, the rafters are supported by 2x6 posts mounted to the top of the stone wall. The 2x4 kickers extend from the posts to the end of the rafters, forming the framing for the eaves (Figure 231). There is 1x6 wood sheathing on the underside of the 2x4 kickers.

At the north end of the building and aligned with the location of the roof dormers, the portions of the roof rafters are exposed to view. The 2x6 wood rafters that span east–west across the building are arranged in a pattern consisting of three parallel rafters, spaced 2 inches apart. The groups of rafters are spaced approximately 32 inches apart. A single 2x6 rafter is located between adjacent groups of three rafters, spaced 16 inches from the center rafter of the three. The rafters extend to an upper 1x6 ridge board. At the midpoint of the three rafters that are grouped together, there are four 2x4 diagonal bracing members. The four diagonal bracing members are offset in their alignment with the three rafters so that they fit within the space between, and are interlocked with, the three rafters (Figure 232). The bracing members extend diagonally downward and to the interior, to a lower 1x6 ridge board positioned at the center of the interior space. Portions of the rafters, as well as the diagonal bracing members and the lower ridge board, are visible at the building interior (Figure 233). At the rectangular window bay that extends along the east side of the building, there is a wood beam, measuring 10 inches square, that supports the ends of the rafters as well as the framing for the dormer roof.

Additional roof framing is visible from the interior and aligns with the north and south ends of the dormers. Below the main roof rafters and visible from the interior are a pair of 5-inch-square wood rafters that sandwich a 5-inch-square wood diagonal bracing member (Figure 234). A vertically oriented 4x4 is secured to the pair of 5-inch-square rafters with a through bolt and extends vertically to form the framing for the dormer roof (Figure 235).

Structural repairs have been made to the beam and rafters at the north and south ends of the east dormer (Figure 236). The repairs include installation of a saddle consisting of steel angles, each measuring 8-1/2 inches by 6 inches and 1/4 inch thick, that have been welded together. The saddle measures approximately 30 inches long and supports the underside of the 10-inch-square beam that spans east–west along the east side of the building and the base of the 5-inch-square rafters that support the framing for the ends of the dormer roofs.



Figure 229. Exposed concrete foundation and floor slab exposed on east elevation.



Figure 230. The interior finishes partially concealing the roof framing.



Figure 231. Eave framing at wood roof soffit.



Figure 232. Four diagonal bracing members offset in their alignment with the three rafters so that they fit within the space between.



Figure 233. Portions of the rafters and diagonal bracing members visible at the building interior.



Figure 234. Wood roof framing at dormers.



Figure 235. Ends of wood framing members for dormer roof.



Figure 236. Structural repairs made to the beam and rafters at the north end of the east dormer.

Exterior Description

Walls

Similar to the Indian Room, the exterior walls of the Veranda Rooms are constructed of local, beige-colored limestone and are rock-faced units set in a random coursing pattern. The walls measure approximately 18 inches deep and consist primarily of an interior and exterior wythe of stone. Typical stone units range from 2-1/4 inches to 3-1/2 inches tall and 8 inches to 36 inches long, with mortar joints ranging in width from 1/2 inch to 1-1/8 inches (Figure 237). Some of the stone units project beyond the plane of the wall by as much as 2 inches. The corners of the building are accentuated by a pattern of alternating stone courses that project from the plane of the wall (Figure 238).

The lower few courses of stone at the full perimeter of the building project approximately 14 inches beyond the plane of the wall above, creating a watertable at the base of the building. The stone units at the cap of the watertable measure 7-1/4 inches tall and, in addition to the rock-faced finish, have a 3/4 inch perimeter tooled band around each unit with a combed finish (Figure 239). Stone units below window openings measure approximately 5 inches tall and, like the watertable caps, have a rock-faced finish with a tooled perimeter band, measuring 3/4 inch, with a combed finish (Figure 240).

Unlike the Indian Room, the Veranda Rooms features face bed stone units. Face bed units (stone units with the bedding plane oriented vertically and parallel to the plane of the wall). are large polygonal shaped units set so that the natural planes of the stone are parallel to the wall. The face bed units typically feature fossils and have a rough but flat texture as compared to the adjacent rock-faced units. These stone units are carefully placed throughout the building to draw focus to features, such as the outdoor fireplace, or to break up the more regular pattern of the bed set units (Figure 241).

An exterior fireplace is located at the south end of the west elevation (Figure 242). The fireplace includes a brick firebox and decorative stone mantel. The mantel measures approximately 8 inches tall and has a rock-faced finish with a perimeter band tooled with a combed finish. The mantel stone is supported on a cast-in-place reinforced concrete beam that spans across the opening. Above the mantel is a large, face

bed unit measuring approximately 32 inches by 42 inches. There is a gap to the south of the face bed unit, measuring approximately 4 inches, that was designed and extends into the chimney flue. The gap is defined by random coursed ashlar stone units with alternating courses of projecting stone. At the south end of the fireplace is a stone unit, measuring 10 inches tall, that is rotated at a 90-degree angle so that the corner of the stone projects approximately 14 inches from the face of the wall. The stone sits on smaller stone units oriented on the same rotated axis. Immediately below the stone is a steel plate with a hook, likely intended to hold pots or tools used at the fireplace (Figure 243).

In addition to the stone walls, a wood-framed wall is located at the east elevation, between the two entrances. Between the structural wood framing posts (described above), the wall is wood framed, measuring 4-1/2 inches deep, and is constructed of 2x4 framing with stucco, measuring 5/8 inch thick, applied to expanded metal lath. The stucco is painted light yellow (Figure 244). The wall is divided into sections, each measuring approximately 4 feet wide, by 1x4 wood trim pieces, painted brown and applied directly to the wood wall framing. Windows are located at the upper portion of each wall section (Figure 245).

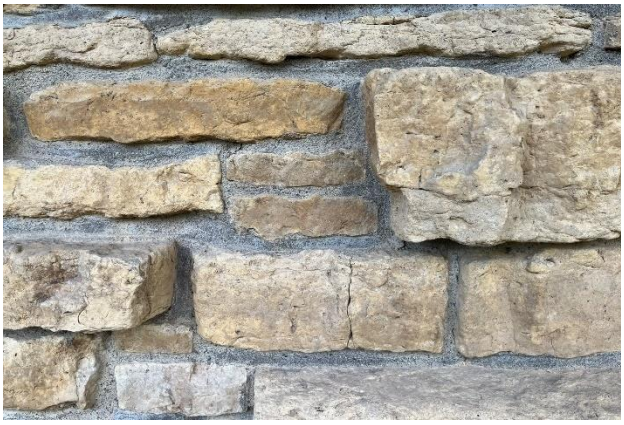


Figure 237. Typical stone units at wall.



Figure 238. Typical stone units and coursing at building corners.



Figure 239. Projecting lower watertable.



Figure 240. Stone sill below windows.



Figure 241. The face bed stone unit.



Figure 242. Exterior fireplace located at the south end of the west elevation.



Figure 243. Stone mantel and surround at exterior fireplace.



Figure 244. Stucco painted light yellow.



Figure 245. Windows at the upper portion of each wall section.

Windows

There are generally three types of wood-framed windows at the Veranda Rooms. Wood-framed ganged casement windows are located at the north and south elevations of the building. Casement windows are also located at the wood-framed rectangular bay on the east elevation. Windows are also located at the roof dormers. At all locations, the windows are wood framed and the framing and sash are painted brown.

Windows at the north elevation are centered on the stone coping unit, measuring 24 inches deep, that forms the exterior stone sill and the interior stoop for the window. The window opening consists of paired casement windows that share a continuous wood sill and header and are separated by wood mullions. The sill consists of a 2x6 that is set on a 1-1/2-inch-tall grout curb so the sill is sloped to the exterior. The header consists of a 2x6 mounted to the underside of the stucco roof soffit. Window mullions, measuring 4-3/8 inches wide by 5-1/4 inches deep, are notched into the wood sills and separate the windows; there are eleven windows on the north elevation and two window openings on the east and west elevations.

Each window consists of a pair of casement sash with the opening measuring 11 inches wide by 20 inches tall. The sash have wood framing, measuring 1-1/2 inches wide by 1-1/2 inches deep, with clear glass set with wood interior stops. Typical hardware includes two small five-knuckle hinges at each sash and a wing nut locking mechanism (Figure 246 and Figure 247).

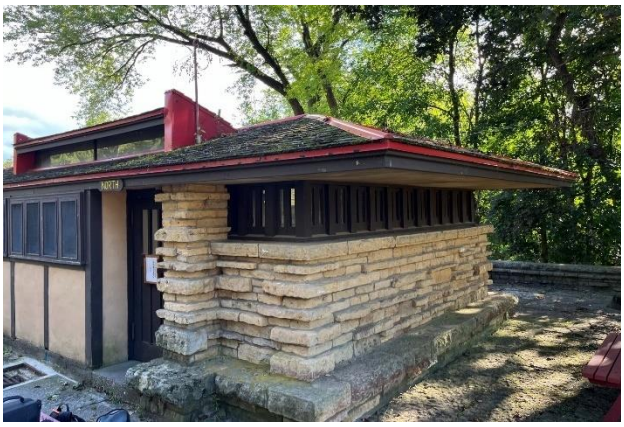


Figure 246. Windows at the north elevation of the building.



Figure 247. Interior view of wood casement windows at the north elevation of the building.

The casement windows at the south elevation are similar to those at the north elevation, except that the window bay is not as wide, allowing for only five units to span across the south elevation (Figure 248). On either side of the south window bay are additional windows openings of the same construction, only taller. The window bays extend from the lower stone watertable to the roof eave and measure 32 inches wide and 55 inches tall. Each bay has a continuous sloped wood 2x6 sill and 2x6 header. Wood mullions, measuring 4-3/8 inches wide, separate the opening into two windows. Each window consists of a pair of casements. The casements have two small five-knuckle hinges, a sash lock, and pull handles (Figure 249 and Figure 250).

The windows at the wood-framed window bay on the east elevation of the building are constructed of 2x4 members with a 2x8 wood sill, sloped to the exterior. Each window opening measures 18 inches wide by

29 inches tall and has a single casement sash with mortise-and-tenon wood frame measuring 1-5/8-inches deep. The sash is positioned in the frame so that it is flush with, and opens to, the interior. Like the windows in the Indian Room, a shallow channel, measuring approximately 3/4 inch wide by 1/4 inch deep, is routed into the bottom rail. A non-original wood trim drip edge has been applied over the routed channel. The clear window glazing is set in putty. Typical hardware at the casements includes five-knuckle hinges and a brass latch on the interior face. At the exterior side of the window frame is a non-original wood-framed screen. The screen measures 1-1/4 inch deep and is set with a non-original wood-framed screen mounted to the exterior face of the window sash, and set with spring pins at the side of each frame (Figure 251, Figure 252, and Figure 253).



Figure 248. Close up view of wood casement windows.



Figure 249. Exterior view of casement windows to east and west of the projecting window bay at the south elevation of the building.



Figure 250. Interior view of tall casement windows to the east and west of the projecting window bay.



Figure 251. Exterior view of windows at the east projecting window bay.



Figure 252. Interior view of windows at the east projecting bay.



Figure 253. Casement sash at east window bay.

The existing dormer windows measure approximately 16 inches tall and extend the full width of the dormer. While not shown in the original drawings, the dormers appear to be original to the building. The window framing consists of pairs of wood 2x members at the sill and jamb that sandwich the glazing. The top of the glazing is secured between two 1/2-inch wood trim members. At some locations there are non-original vertical 1x4 mullions that sandwich the glazing at the joints (Figure 254, Figure 255, and Figure 256).



Figure 254. Dormer window.



Figure 255. Wood framing at dormer window.



Figure 256. Wood mullion at dormer window.

Doors

The building has two non-original door openings, both at the east elevation. The north door provides access to the north room and the south door provides access to the south room. The wood-framed doors are recessed within the wall so that the frame is flush with the interior finish, creating a shallow covered stoop at the entrance. There is a wood-framed sidelight with wood cladding, painted brown, adjacent to the door frame that fills the void between the frame and the irregular surface of the stone wall.

The single leaf doors are wood-framed six-panel units set in a 4-1/2-inch-deep frame. The doors measure approximately 32 inches wide by 77 inches tall and are 1-3/4 inches thick. The lower three panels of each door have recessed plywood panels separated by mullions measuring 1-1/2 inches wide. The upper three panels have glazing. Each door has two double action brass hinges. Non-original pull handles and metal latches with eye hooks have been added to the interior face of the doors (Figure 257 and Figure 258).



Figure 257. Interior view of door at south veranda room.



Figure 258. Exterior view of door at north veranda room.

Roof

The building has a wood shingle hip roof with non-original aluminum drip edges, flashing, and ridge caps, painted red (Figure 259). The wood shingles range from 5 inches to 8 inches wide and have an exposed face measuring 5 inches. Aluminum flashings at the ridges have a semicircular bullnose profile and are fastened to the roof structure, overtop of the wood shingles. Sheet metal valley flashings are located at the backside of the dormer roofs. The dormer walls and window sill are clad with aluminum sheet metal. Flashing at the stone chimneys includes galvanized sheet metal at the back side of the chimney and aluminum flashings, painted red, at the sides and front of the chimney. The vertical legs of the flashings abut the rock-faced stone and are set in sealant (Figure 260).

The roof fascia measures 8 inches tall and consists of 2x8 board, painted brown, and a 2x4 board along the top edge. A red aluminum drip edge covers most of the 2x4 fascia board and extends under the wood shingle roofing. Wood signs are mounted to the fascia above door openings. The roof eaves are clad with stucco on metal lath, painted light yellow, and are typically 27 inches deep. The eaves on the north and south end of the building have a larger overhang and are 54 inches deep (Figure 261). There are two pockets in the stucco soffit where portions of the wood roof framing are exposed to view. The pockets appear to align with the location of electrical poles that were historically secured to the roof of the Veranda Rooms (Figure 262).



Figure 259. Overview of hip roof.



Figure 260. Dormer roof and chimneys at west slope of roof.



Figure 261. Overhanging eaves at north end of the building.



Figure 262. Pocket in roof eave.

Interior Description

The interior of the Veranda Rooms is divided into two rooms: the north veranda room and the south veranda room. The rooms are separated by an interior wall and each has its own exterior entrance (Figure 263). Each room features a concrete floor, plaster walls, and a stone fireplace on the west wall.



Figure 263. Interior plan diagram of the Veranda Rooms (Source: WJE, 2024).

Flooring

The flooring at both rooms of the building includes a thin cementitious topping, measuring 3/16 inch thick, that has colored aggregate and has been painted (Figure 264). The cementitious topping at the center of each room has red aggregate and is painted red (Figure 265). A perimeter band, measuring 18 inches wide, includes some green aggregate and is painted green (Figure 266). The topping appears to be original to the building.

At the center of each room is a floor drain, measuring approximately 3 inches in diameter, that has a surface-mounted brass drain strainer (Figure 267). Other floor features include embedded metal discs and capped pipe penetrations along the perimeter of the room, likely from a previously removed radiant heating system (Figure 268).



Figure 264. Thin cementitious floor topping, measuring 3/16 inch thick, that has colored aggregate and has been painted.

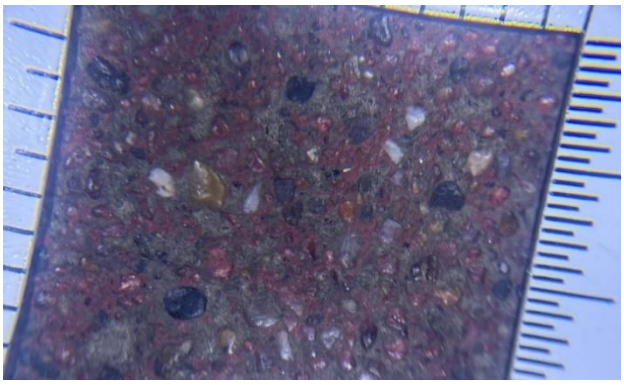


Figure 265. Cementitious topping with red coating at floor of Veranda Rooms, image taken under 10x magnification.

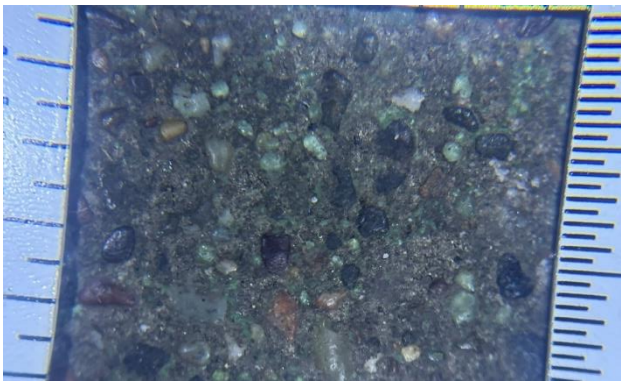


Figure 266. Cementitious topping with green coating at perimeter of floor of Veranda Rooms, image taken under 10x magnification.



Figure 267. Floor drain.



Figure 268. Cap from previously existing radiator system.

Walls and Ceiling

With the exception of the fireplace and the window sills, the walls within the building are plaster. Based on conditions observed on site, the plaster finish measures 3/8 inch to 5/8 inch thick and is applied to expanded metal lath. At the interior face of the exterior walls, the lath is applied to 1-1/2-inch wood furring strips attached to the stone. The exterior walls have a baseboard and projecting base trim. The baseboard measures 7-1/2 inches tall by 7/8 inches deep and is secured to the stone wall with bolts. The washer and nut at the end of the bolt are visible at the interior (Figure 269). A projecting wood trim piece, measuring 1-5/8 inch deep by 5/8 inch thick, is positioned 5-1/2 inches above the baseboard (Figure 270). The trim is positioned so that it is immediately below the height of the benches (Figure 271).

The wood-framed walls differ slightly in construction and finishes. As previously described, the east wall has wood framing and measures approximately 5 inches deep. Plaster on metal lath is applied to the interior face of the wall. The interior wall that separates the two rooms measures 19 inches deep and has a plaster finish on both sides. At both the east wall and the interior wall, there is a wood baseboard anchored to the structure with nails; however, unlike the exterior walls, a projecting wood trim piece is not present above (Figure 272).



Figure 269. Washer and nut at the end of the bolt visible at the interior.



Figure 270. Projecting wood trim piece positioned above the baseboard.

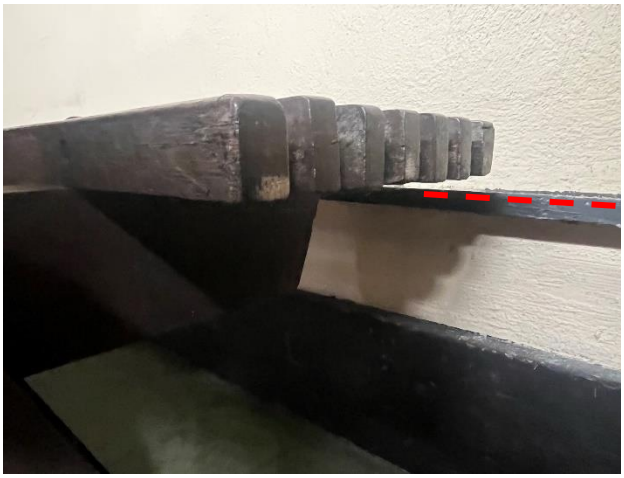


Figure 271. Trim is positioned immediately below the height of the benches.



Figure 272. Wood baseboard without projecting wood trim above.

Doors

An interior door is accessed from the north veranda room and provides access to a closet. Within the closet there is access to the light fixture at the south fireplace. The wood door frame measures 5 inches deep and has wood door casing, measuring 2-3/4 inches wide, at the jambs and head. The door leaf measures 28-1/4 inches wide by 70 inches tall and is constructed of vertical boards with wood batten applied over the joints. The interior face of the door has horizontal and diagonal bracing (Figure 273 and Figure 274). Hardware consists of three strap hinges and a latch.



Figure 273. Interior door constructed of vertical boards with wood batten over the joints.



Figure 274. Horizontal and diagonal bracing on the interior face of the door.

Fireplace and Chimney

There are two chimneys at the building: one centered on the west elevation of the north room and one at the north end of the west elevation at the south room. The fireplace at the north room measures approximately 7 feet wide by 36 inches deep and has a brick firebox. The hearth of the fireplace is raised 14 inches above the finish floor. Similar to the exterior walls, the fireplace is constructed of random coursed ashlar stone units. The stone above the firebox is supported on a steel plate. A single stone unit spans the width of the fireplace and projects approximately 6 inches on either side, creating a mantel above the firebox (Figure 275).

The fireplace at the south room measures 7 feet wide by 4 feet deep and has a brick firebox. The hearth of the fireplace is raised 6 inches above the finish floor. Similar to the exterior walls, the fireplace is constructed of random coursed ashlar stone units. A projecting stone mantel extends across the firebox and is supported by a steel plate. Above the mantel is a face bed stone unit. At the north side of the fireplace is a unique design consisting of five vertically oriented stone units, spaced 2 inches apart, that form a screen in front of a concealed light fixture. The stone above the firebox is supported on a steel plate (Figure 276).



Figure 275. View of stone fireplace in the north veranda room.



Figure 276. View of stone fireplace in the south veranda room.

Electrical and Lighting

The original electrical system has been mostly replaced; however, some components of the original electrical systems remain, including the original Trumbell Electric electrical panel, recessed junction boxes, and abandoned cloth-jacketed wiring that is routed through the walls. The original Trumbell Electric electrical panel is recessed into the plaster wall at the north elevation of the north room and includes four circular circuit ports (Figure 277). Remnants of the historic lighting were also observed at the interior soffit that extends along the top of the wall at the west interior elevation. The remaining lighting components consist of a 4-inch-square metal box set within the plaster wall and housing an octagonal-shaped junction box. The junction box contains cloth-jacketed electrical wire (Figure 278). Some of the junction boxes have

been covered with a metal plate. An abandoned junction box is also located adjacent to the entrance door.

At the south veranda room, evidence of historic light fixtures include a wood plate mounted around an embedded junction box with cloth-jacketed wire at the soffit that wraps the south window bay; a wood plate mounted to the opposite side of the soffit, within the south window bay alcove; and junction boxes with cloth-jacketed wire set within the plaster at the ceiling and near the exterior entrance door (Figure 279 through Figure 281). A historic light fixture is also located at the space behind the vertical stone screen at the south fireplace. The fixture, which includes a circular metal plate with a porcelain light socket, is accessed from the storage closet in the north room (Figure 282).

An abandoned historic light switch is located at the east wall of the south room, adjacent to the door (Figure 283). The switch, which appears to have been sized to support up to four switches, has a blank out panel making only one switch accessible. Approximately 12 inches above the finished floor and below the light switch is an abandoned receptacle that has been capped with a blank plate. An abandoned single-pole light switch is also located in the storage closet and appears to have been connected to the porcelain fixture behind the south fireplace screen (Figure 284).

At present, there is no exterior lighting for the Veranda Rooms; however, evidence of historic exterior lighting includes a metal junction box, surface-mounted to the stucco soffit near the south entrance door, and previous patch repairs to the stucco soffit above the north entrance door, where a lighting fixture may have been mounted (Figure 285).

The primary utility power for the building is routed overhead and supported with wood power poles. Based on archival photos and existing physical evidence, main utility service historically entered the building through two utility posts anchored to the roof framing at the south end of the building. The posts have been removed and the main service line has been rerouted to a conduit located at the north end of the west roof dormer (Figure 286). Pockets in the stucco soffit indicate the original location of the roof-mounted electrical posts (Refer to Figure 262).

The building is currently served by a two-switch electrical panel located at the south interior wall of the north room. The electrical panel, manufactured by Square D, is mounted to the wall and connected to the main utility service (Figure 287). The electrical panel feeds electrical conduit through two sub-panels; one surface-mounted box immediately below the electrical panel and one mounted to the north elevation of the south room, opposite the north sub-panel (Figure 288). Throughout the structure, the active metal conduit, outlets, and light switches are surface-mounted. Each room has a surface-mounted light switch and a surface-mounted GFCI receptacle. Each room has two double ballast fluorescent light fixtures suspended from metal chains attached to metal hooks in the plaster ceiling (Figure 289).

Plumbing

Historically, the rooms had radiant heating. However, only capped pipes embedded in the concrete flooring remain (Figure 290). Each room also has a floor drain that extends to the main sewer pipe under the building.



Figure 277. Original Trumbell Electric box set within the plaster wall.



Figure 278. Cloth-jacketed electrical wire within the junction box.



Figure 279. Evidence of historic light fixture and wood back plate.



Figure 280. Historic junction box that supported a light fixture adjacent to the door at the south room.



Figure 281. Junction box that historically supported a light fixture at the south window cove.



Figure 282. Historic light fixture with a circular metal plate and porcelain light socket.



Figure 283. Original light switch in south room with non-original blank-off panel reducing the panel to a single switch.



Figure 284. Abandoned switch in storage closet with cloth-jacketed wiring.



Figure 285. Exterior surface-mounted junction box near the south entrance door.



Figure 286. Conduit for main service line located at the north end of the east dormer.



Figure 287. Surface-mounted electrical panel in the north veranda room. Note the black sub-panel below.



Figure 288. Sub-panel surface-mounted to wall at north room.



Figure 289. Non-original double ballast fluorescent light fixture suspended along the interior ridge of the roof.



Figure 290. Cap of pipe where radiant heating unit was located.

Mechanical Systems

The building does not have a mechanical, ventilation, or air conditioning system. Historically, the building was heated using the fireplaces and water-fed radiant heaters. Passive ventilation was facilitated through window and door openings.

Fire Protection Systems

The building does not have a fire alarm system.

Condition Assessment

Stone

- *Vertical Cracking at Chimney.* Vertical cracking was observed at the exterior west elevation of the north chimney (Figure 291). The cracking extends from an open mortar joint at the chimney coping, down into the field of wall. Cracks extend through mortar joints and stone units (Figure 292).
- *Cracking at Fireplace.* Vertical cracking was observed at the interior elevation of both the north and south fireplace. The cracking consists of open mortar joints and cracked stone units extending from the joint between the chimney and the dormer window or roof framing (Figure 293). Some of the cracks have been previously repaired (Figure 294).
- *Cracking at Stone.* At a few locations, hairline cracking was observed in the stone. The cracking typically extends vertically through the stone and aligns with cracked mortar joints (Figure 295). At a few locations, specifically at projecting stone units near the exterior fireplace, the cracking is oriented horizontally and the stone above the crack was found to be unsound when tapped (Figure 296).
- *Cracking Stone Hearth.* The stone hearth at the north fireplace is cracked and loose (Figure 297).
- *Open Transition Joint.* At the west elevation, the joint at the interface between the stucco eave and stone wall is open (Figure 298). The wood top plate for the roof framing is exposed to view from the exterior.
- *Localized Pitting.* Isolated stone units with deep pockets and pits were observed (Figure 299). These conditions were observed at stone units that are mostly concealed from weather, indicating that the condition may be inherent to the stone.
- *Biological Growth.* Biological growth and soiling were observed at the stone walls, specifically at upward-facing surfaces and around the base of the building (Figure 300 and Figure 301).
- *Pest Infestations.* Small insect nests were observed at corners of wood-framed windows and at projecting stone units (Figure 302).
- *Soiling Above Fireplace***.** Dark soiling, likely soot, was observed above the north fireplace (Figure 303).
- *Open Mortar Joints.* Horizontal mortar joints are generally in good condition; however, isolated areas of open mortar joints were observed (Figure 304). At some locations, the stone along the edge of the mortar joint has spalled, resulting in a partially open joint (Figure 305).



Figure 291. Vertical cracking at the exterior west elevation of the north chimney.

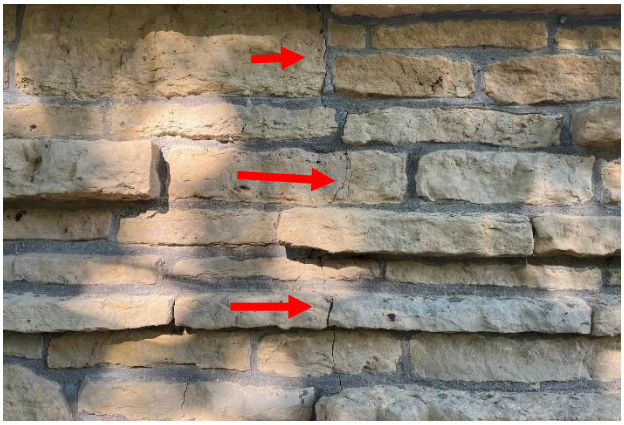


Figure 292. Cracks extended through mortar joints and stone units.



Figure 293. Open mortar joint at cracked stone unit.



Figure 294. Previously repaired crack.



Figure 295. Crack running vertically through the stone.



Figure 296. Horizontally oriented crack at projecting unit with unsound stone above the crack.



Figure 297. Cracked and loose stone at the hearth of the north fireplace.



Figure 298. Open joint at the interface between the stucco eave and stone wall.



Figure 299. Stone unit with deep pockets and pits.



Figure 300. Biological growth and soiling at upward-facing surface.



Figure 301. Biological growth and soiling around the base of the building.



Figure 302. Small insect nest at projecting stone unit.



Figure 303. Dark soiling, likely soot, above the north fireplace.



Figure 304. Open horizontal mortar joint.



Figure 305. Spalled stone along the edge of a mortar joint, resulting in a partially open joint.

Concrete

- *Cracking at Interior Flooring.* At the north room, hairline cracking extends across the center portion of the interior floor (Figure 306). The cracks align with the edges of the fireplace.
- *Missing Drain Strainer.* The drain strainer for the interior floor drain at the north room is missing (Figure 307). The drain appears to be clogged with debris.



Figure 306. Cracking at interior floor of north Veranda Room.



Figure 307. Missing drain cover.

Wood Structure

- *Structural Wood Framing.* The wood roof framing along the east side of the building exhibits severe deterioration and distress. The distress was observed at the wood beams, localized wood rafters, and at some of the wood post supports. Previous repairs had been performed at the framing that included installation of a fabricated steel saddle, constructed of steel angles welded together, to support the wood beam that extends north–south along the building and some of the roof rafters. Since the repairs were performed, it appears that distress has continued, compromising the structural integrity of the repairs. Conditions at the wood framing include the following:
    - *Deterioration of wood.* Distress was observed at the wood beam above the north entrance, the wood framing for the dormer window above, and at the lower half of the roof rafter located immediately south of the north entrance. The distress aligns with the north end of the east dormer window. The wood was observed to be damp and was found to be soft and rotted when probed with an awl (Figure 308). Portions of the wood beam and framing exhibited over a 50 percent loss of section (Figure 309). Portions of the wood around the anchors for the supplemental steel plate repairs had deteriorated.
    - *Splitting and checking of wood framing members.* A large area of checking was observed to extend the full length and at the mid-height of the wood beam that extends south from the north entrance, over the window bay on the east elevation of the building (Figure 310). In addition to the checking, the lap joint at the end of the beam is split. The spit measured 3/16 inches wide. Checks were also observed at the ends of the beam and aligned with anchor locations (Figure 311).
    - *Open Joints.* The vertical joints between wood beam sections appear to be separating. The vertical joint at the lap between beams over the north entrance is wider at the top than at the bottom, indicating that the south beam may be sagging (Figure 312). The vertical joint between beams over the south entrance appears to be widening, as evidenced by the ½-inch-wide joint and nails visible within the open joint (Figure 313).

- *Bowing of the wood beam*. The wood beam that supports the roof framing at the north end of the east elevation is bowed. The beam appears to sag approximately 1/8 inch per foot, over a length of approximately 8 feet, with the lowest part of the beam aligning with a wood post. The post exhibits a vertical spilt, present on both sides of the wood post, that measures as wide as 3/16 inch at the top and tapers to a hairline crack over the upper 5 feet of the post (Figure 314).

- *Checked Wood Diagonal Truss Member*. One of the wood diagonal bracing members at the south room exhibited checking at the underside, along the full length of the member (Figure 315).



Figure 308. Awl probing soft and rotted wood.



Figure 309. Wood framing exhibiting over a 50 percent section loss.



Figure 310. Large area of checking at mid-height of wood beam.



Figure 311. Checking at the ends of a beam aligned with anchor locations.



Figure 312. Indication that the south beam may be sagging.



Figure 313. Joint, 1/2 inch wide with visible nails.



Figure 314. Vertical split at the interior side of the wood post.



Figure 315. Crack extending the full length at the underside of diagonal bracing member.

Wood Elements

- *Gaps at Base of Wood Trim.* Gaps were observed below two of the wood trim members on the stucco wall at the east elevation (Figure 316). The gaps measured approximately 1-1/2 inches wide. The wood sill plate for the wall framing was exposed to view and exhibited evidence of insect damage.
- *Small Chips at Wood Base.* In general, the wood baseboard and trim within the building are in good condition. Small chips and abrasions were observed, although typically painted over, indicating they have been present for some time.


Figure 316. Gap below wood trim members.

Ferrous Metal Elements

- *Corrosion of Embedded Steel.* The steel lintels and hardware at the west elevation fireplace exhibit extensive corrosion build-up at some locations. In addition to corrosion, stone units adjacent to the steel lintel were spalled or cracked, and the concrete lintel over the hearth is cracked and spalled at locations that align with the steel reinforcing (Figure 317 through Figure 320).


Figure 317. Corrosion and rust jacking at steel plate at fireplace.


Figure 318. Spalled stone unit below corroded steel plate.



Figure 319. Spalls at concrete lintel aligning with steel reinforcing.



Figure 320. Cracked stone unit adjacent to steel lintel.

Roofing

- *Localized Areas of Missing Shingles.* Individual roof shingles are missing at isolated locations (Figure 321). Some of the remaining shingles exhibit minor cupping.
- *Biological Growth.* Biological growth and moss were observed on the wood shingles (Figure 322). The growth is widespread across the roof.



Figure 321. Missing roof shingle.



Figure 322. Biological growth and moss on the wood shingles.

Plaster

- *Interior Plaster Damage.* Localized areas of damaged plaster were observed at the wall that separates the north and south rooms (Figure 323 and Figure 324). The damage includes shallow dents in the wall; previous repairs, some of which have failed; peeling paint; and hairline cracking that appears to be associated with a physical impact.
- *Cracking at interior Plaster Ceiling***.** Hairline cracking was observed at the north room, extending perpendicular between roof rafters (Figure 325). The cracks are typically less than 12 inches long. Hairline cracking at the south room, where the wood truss framing is not exposed to view, typically consists of cracks extending perpendicular to one another and extending the full length of the room (Figure 326). The cracks are typically aligned with the corners of the fireplace and dropped soffit as well as metal electrical fixtures recessed into the plaster finish.
- *Interior Plaster Failure.* The plaster over the exterior door to the north room and between adjacent rafters has failed. Conditions range from cracking around areas of previous repair to complete loss of plaster with the metal lath exposed (Figure 327). The distress appeared to be associated with active leakage and deterioration of the wood framing.



Figure 323. Localized area of damaged plaster at the wall separating the north and south rooms.



Figure 324. Area of damaged plaster with metal lath exposed.



Figure 325. Hairline crack extending perpendicular between roof rafters.



Figure 326. Hairline cracking extending perpendicular to each other and over the full length of the room.

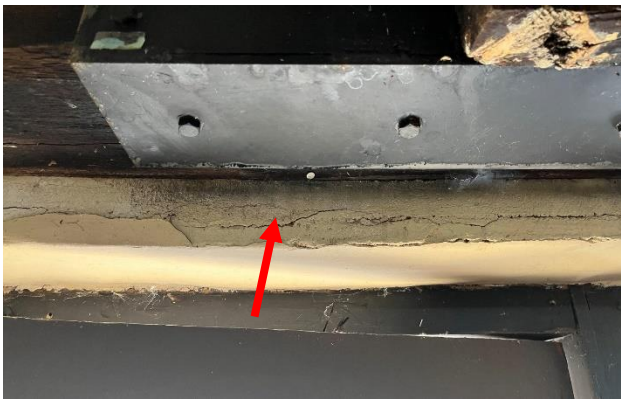


Figure 327. Failed plaster over exterior door of north Veranda Room.

Stucco

- *Cracking at Stucco Eaves.* Cracks were observed extending perpendicular across the stucco of the roof eaves. Cracks ranged from hairline to as wide as 1/8 inch. Cracks were typically located near corners of piers, where the depth of the soffit changes (Figure 328). Longer cracks were located at the deep roof eaves located on the north and south ends of the building. At these locations, the cracks are spaced approximately 14 inches apart and exhibit discoloration around the crack (Figure 329).
- *Map Cracking of Stucco at Eave***.** Map cracking was observed at a few locations in the stucco soffit and is concentrated along the edge of the eave, adjacent to the roof fascia (Figure 330). At one location, the stucco finish has cracked and the scratch coat is exposed to view (Figure 331).
- *Openings in the Roof Eave.* Openings, measuring 7 inches square, were observed in the stucco eave (Figure 332). The openings appear to be associated with a historic light fixture that has since been removed.

- *Previous Patches*. Previously installed stucco patches were observed at soffit locations where vertical posts connected to the wood roof framing have been removed (Figure 333).
- *Peeling Paint*. Peeling paint was observed at the stucco soffit (Figure 334). The distress appears to be associated with locations of previous stucco repairs near electrical junction boxes that were painted to match the historic stucco.



Figure 328. Crack near corner of a stone pier where the depth of the soffit changes.



Figure 329. Cracks spaced approximately 14 inches apart with discoloration around the crack.



Figure 330. Map cracking along the edge of the eave.



Figure 331. Cracked stucco with scratch coat exposed.



Figure 332. 7-inch square opening in stucco eave.



Figure 333. Previous stucco patch.



Figure 334. Peeling paint at the stucco soffit.

Windows

- *Open Joints at Dormer Glazing*. The dormer windows contain acrylic glazing panels, many of which overlap at the ends, and do not have a dividing mullion (Figure 335). Some of the panels exhibit bowing. At the west elevation, the bowing is exacerbated by build-up of debris between the dormer window and chimney (Figure 336). The open joints between the acrylic panels appear to align with interior distress conditions.
- *Wood Deterioration*. The wood at windows, doors, and exposed framing members exhibits minor checking, rot, and peeling paint. The distress was observed at the bottom end of vertical members and door panels as well as at the top surface of some window sills (Figure 337, Figure 338, and Figure 339). Some isolated wood checking was observed at wood fascia members.
- *Deteriorated Glazing Putty*. The glazing putty at the casement windows on the east elevation has chipped and broken loose at a few locations, exposing the edge of the glazing and resulting in as much as one quarter of a sash being unglazed (Figure 340).



Figure 335. Dormer window with overlapping acrylic panel glazing and no dividing mullion.



Figure 336. Bowing due to built-up debris between dormer window and chimney.



Figure 337. Distress at bottom end of door panels.



Figure 338. Distress at the top surface of a window sill.



Figure 339. Distress at the top surface of a window sill.



Figure 340. Casement window with deteriorated glazing putty.

Bridge Complex

The Bridge Complex consists of three components, arranged in a cruciform plan, that span across the Southern Park Road (Figure 299 and Figure 300). The west pavilion is rectangular in plan, measuring approximately 17 foot wide by 41 feet long, and sits on a water reservoir, measuring approximately 12 feet 6 inches tall, clad with stone. The reservoir forms a raised base for the one-story building with lookout tower (Figure 301 and Figure 302). The east pavilion forms the cross of the plan and is located across the main park drive from the west pavilion (Figure 303). It measures approximately 17 feet 8 inches by 98 feet 8 inches and has a covered entrance on the east elevation. The center portion of the east pavilion is set on a water reservoir, similar to the west pavilion, that measures 16 feet wide by 22 feet 2 inches long and forms a raised base (Figure 304). There are concrete terraces with wood railings located at the north and south ends of the west elevation of the east pavilion (Figure 305 and Figure 306). Below the south terrace is a covered stone terrace that leads to a stone arched passageway, oriented on an east-west axis, under the pavilion.

The bridge measures approximately 10 feet wide by 32 feet long and extends between the east and west pavilions, over the main park road (Figure 307). The building has a complex hip roof. There are exterior stone stairs located at the north elevation of the west pavilion and at the west elevation of the east pavilion, immediately adjacent to the bridge. The stair provide access to door openings at the pavilions (Figure 308 and Figure 309). A stone stair is located at the east end of the arched passageway and provides access from the covered stone terrace to the upper-level sidewalk that runs along the east side of the east pavilion (Figure 310).

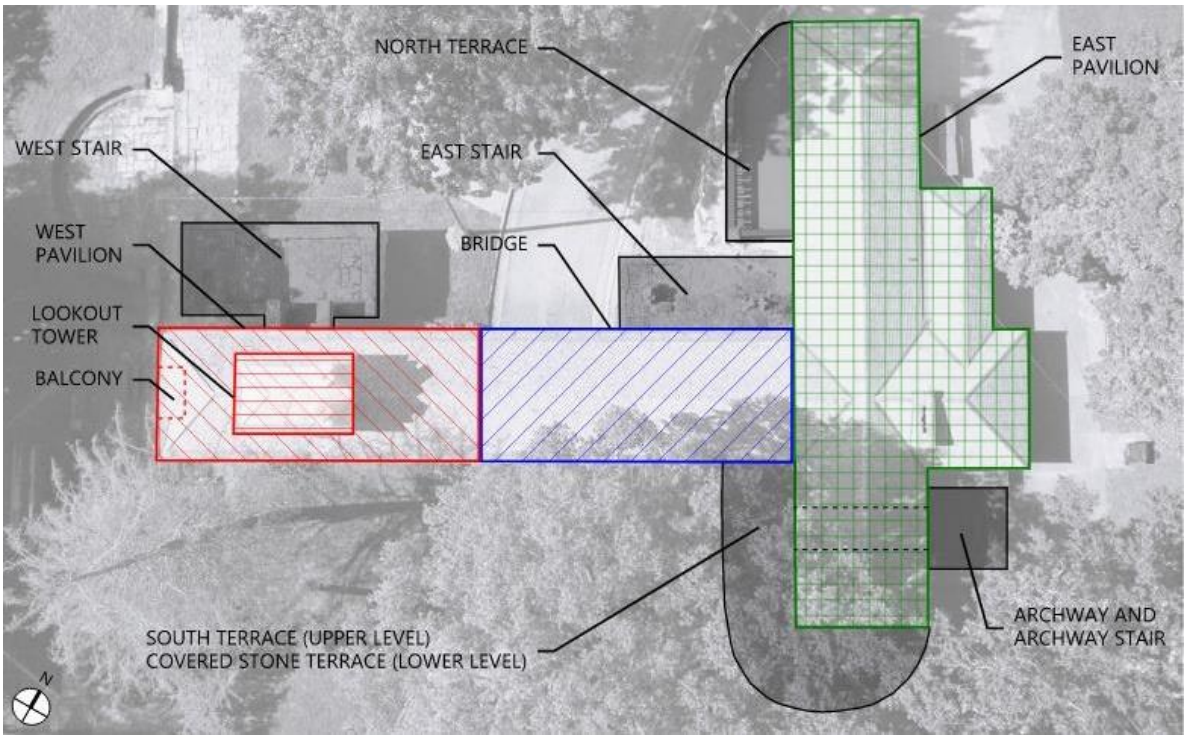


Figure 299. Diagram showing the configuration of spaces in the Bridge Complex (Source: WJE, 2024).

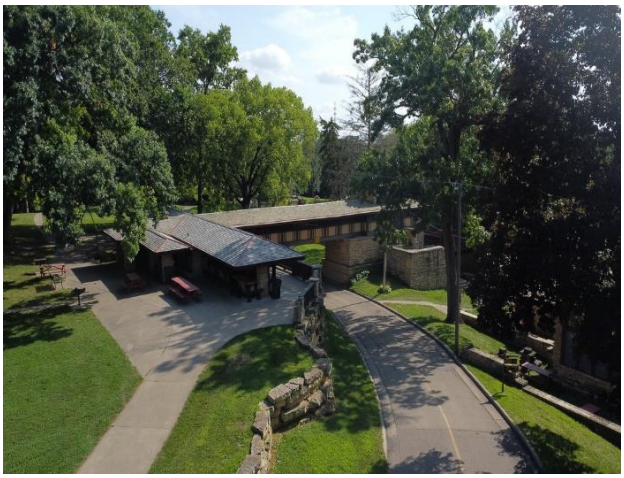


Figure 300. The Bridge Complex consists of three components, arranged in a cruciform plan, that span across the Southern Park Road.



Figure 301. The reservoir forms a raised base for the one-story building with lookout tower.



Figure 302. View of the west pavilion from the southwest.



Figure 303. The east pavilion forms the cross of the plan.



Figure 304. The center portion of the east pavilion is set on a water reservoir.



Figure 305. North terrace at the Bridge Complex.



Figure 306. Overview of the south terrace.



Figure 307. View of the bridge from the north.



Figure 308. East stairs provide access to the east pavilion.



Figure 309. West stairs provide access to the west pavilion.



Figure 310. Archway stairs as viewed from the east elevation of the east pavilions.

Structural Description

Most of the structural components of the building were not visually apparent at the time of the survey. The description of the structural system is based on review of archival documents, with conditions indicated where it was possible to confirm by observations in the field.

Foundation

Original drawings depict the structure for the water reservoirs, located under the west pavilion and the center portion of the east pavilion. The reservoir structure has a continuous below grade concrete footing, measuring approximately 44 inches wide and ranging in depth from 30 inches to 48 inches deep (Figure 311). The foundation supports the reinforced concrete reservoir structure.

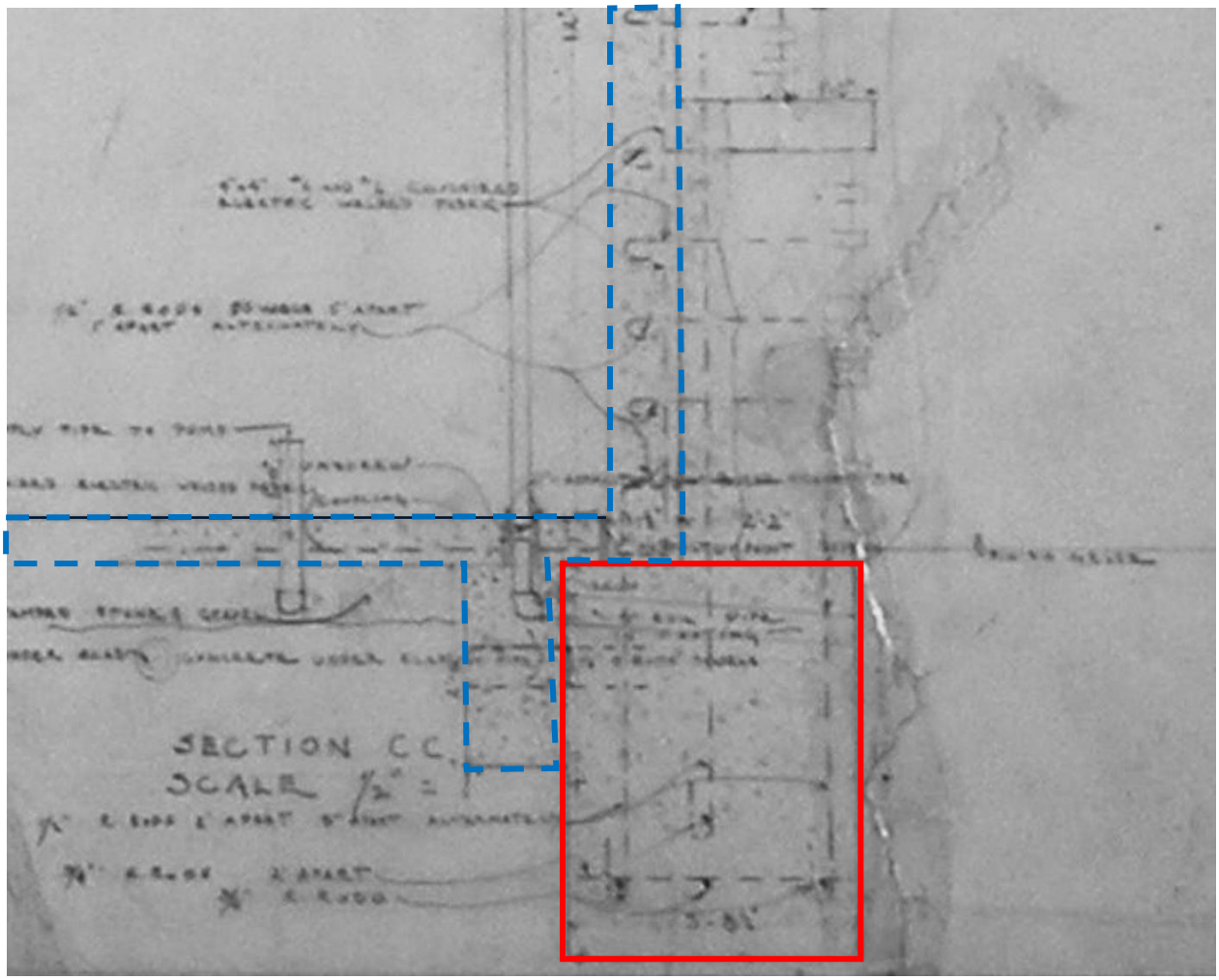


Figure 311. An original drawing depicting the construction of the water reservoir, dated 1934, indicates a continuous below grade reinforced concrete footing (red outline), measuring approximately 44 inches wide and ranging in depth from 30 inches to 48 inches deep as well as the reinforced concrete reservoir slab and walls (blue dashed outline) (Source: Caldwell Archives at the Dubuque Museum of Art)

Walls at Reservoirs

According to construction drawings, the two water reservoirs were constructed of reinforced cast-in-place concrete and clad with native stone. The west reservoir, located under the west pavilion, measures approximately 18 feet 4 inches wide by 41 feet long and the east reservoir, located at the center portion of the east pavilion, measures approximately 16 feet wide by 22 feet 2 inches long (Figure 312 and Figure 313). Both reservoirs are approximately 12 feet deep and are accessed from covered openings above.

The reservoirs have concrete floor slabs that bear on a continuous perimeter concrete footing. According to construction drawings, the walls have lateral ties cast into the concrete that extend into joints at the stone cladding (Figure 314). Each reservoir is capped by a concrete slab. All of the concrete is indicated as being reinforced with 4-inch-by-4-inch welded wire fabric. At some locations along the west reservoir, there is a cast-in-place concrete curb that bears on the concrete foundation and covers the lower portion of the reservoir walls (Figure 315). The curb measures approximately 26 inches deep and 42 inches tall. A portion of the cast-in-place curb is visible on the south elevation of the west reservoir (Figure 339).

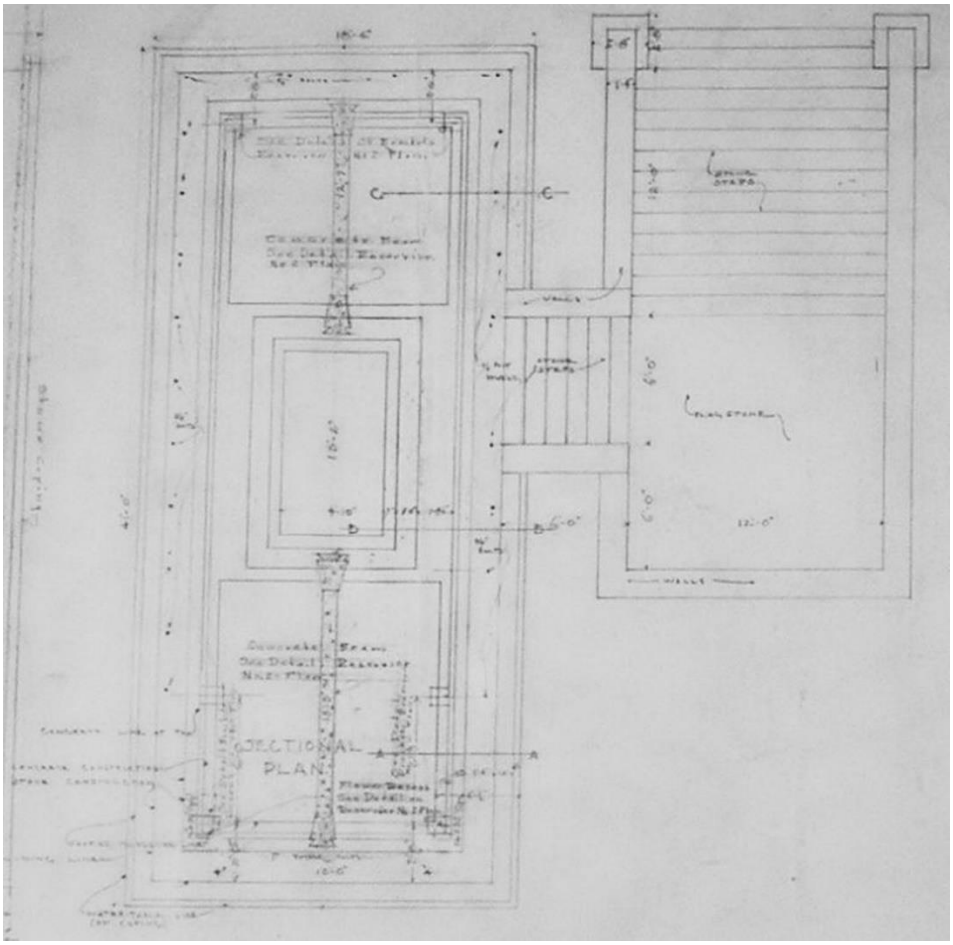


Figure 312. Plan drawing of the west water reservoir at the west pavilion of the Bridge Complex (Source: Caldwell Archives at the Dubuque Museum of Art). .

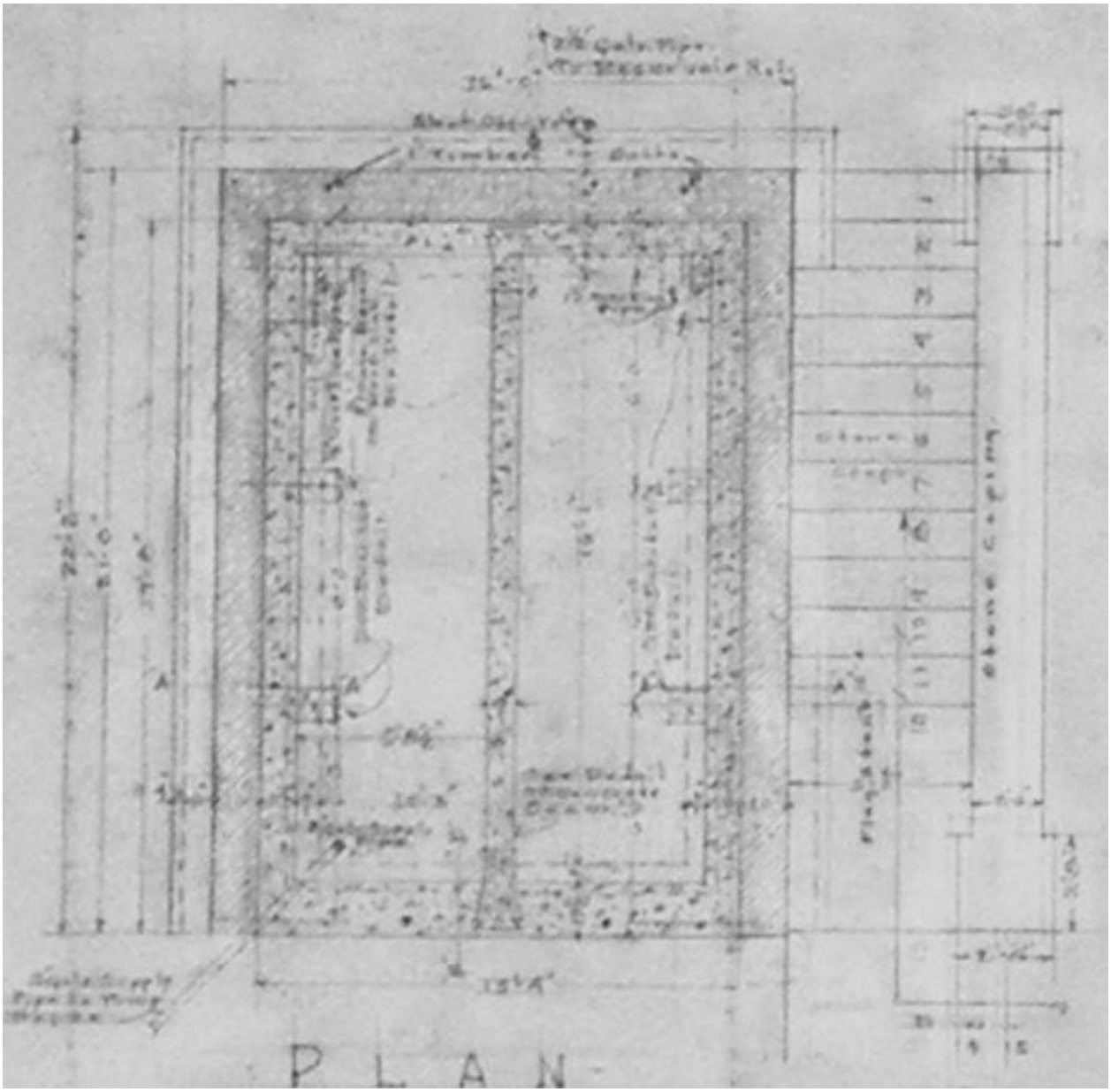


Figure 313. Plan drawing of the water reservoir at the east pavilion of the Bridge complex. (Source: Caldwell Archives at the Dubuque Museum of Art)

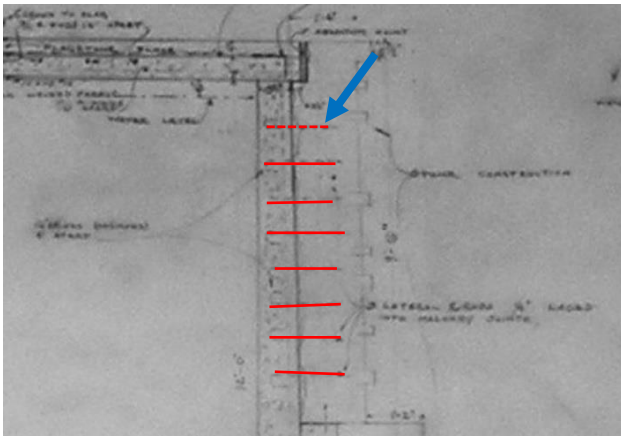


Figure 314. Section from original construction drawings of the water reservoir showing lateral ties (red lines and blue arrow) cast into the concrete that extend into joints at the stone cladding. (Source: Caldwell Archives at the Dubuque Museum of Art)



Figure 315. Detail from original construction drawings of the west reservoir at the Bridge Complex showing a cast-in-place concrete curb (bracketed area) that bears on the concrete foundation and covers the lower portion of the reservoir walls. (Source: Caldwell Archives at the Dubuque Museum of Art)



Figure 316. Cast-in-place curb above foundation visible on the south elevation of the west reservoir.

Exterior Description

Stone Walls

The stone walls at the Bridge Complex are rock-faced ashlar units arranged in random coursing, similar in appearance to those described for the Indian Room and Veranda Rooms. The stone units are mostly rectangular, ranging in size from 2 inches to 9 inches tall and from 6 inches to 42 inches long. The corners of the building are articulated by alternating courses of projecting stone units that extend approximately 1 inch to 2 inches beyond the plane of the wall (Figure 317). Many of the stone units within the field of the wall also project approximately 1 to 2 inches beyond the plane of the wall.

Like the Veranda Rooms, the wall construction features large face bed units, measuring as large as 3 feet square, that break up the otherwise horizontal planes of the stone wall construction (Figure 318). At a few locations, there is a defined coursing or patterns to the stone that differs from the mostly random coursing. One such area is located at the corner between the north elevation of the west annex and the north stair. The re-entrant corner features two large face bed units that frame eleven courses of stacked stone, each course measuring 2 inches tall and divided into four stacks. One face bed stone unit and two vertical stacks of stone are located on each corner elevation. Alternating stone units at each course and stack project 2 inches beyond the plane of the wall, creating a defined pattern that wraps the corner (Figure 319). Similar design features are located throughout the building and serve as small follies for visitors who meander the site to discover. While a few of these stone features are depicted in the original drawings, most do not and appear to be design decisions made by the craftsmen (or possibly Caldwell) in the field.

In addition to the features of the wall construction, the stone-clad walls are divided by an upper and lower watertable, and capped by a stone coping (Figure 320). The lower watertable is located approximately 36 inches above the grade of the street and consists of rock-faced stone units, measuring 6 inches tall, that project approximately 1 to 2 inches beyond the stone below. The wall above the lower watertable steps back approximately 9 to 10 inches. The upper watertable is located 28 inches above the lower watertable and consists of stone units measuring 7-1/2 inches tall. The face of each upper watertable unit is rock-faced and tooled with a combed perimeter finish, measuring 3/4 inch wide. The upper watertable extends approximately 4 to 6 inches beyond the stone below. The wall area above is setback approximately 12 to 15 inches from the face of the watertable stone. The coping unit measure approximately 7-1/2 inches tall and, like the upper watertable, has combed tooling at the perimeter. The coping projects approximately 2 inches beyond the stone below.


Figure 317. Typical stone cladding at Bridge Complex.


Figure 318. Face Bed stone unit.



Figure 319. Intentional decorative stone coursing and craftsmanship.



Figure 320. Typical wall area showing lower watertable (red arrow), upper watertable (blue arrow) coping band (yellow arrow).

Wood-Framed Walls

The walls of the bridge, east pavilion, and west pavilions have a wood-framed structure that is visible from the interior and exterior (Figure 321). At the pavilions, wood columns, measuring 8 inches square, are spaced 5 feet 8 inches on center and divide the facade into framing bays. There is similar framing at the bridge; however, the columns are spaced 6 feet on center. In addition to the columns, there are four vertical posts within each framing bay, each measuring 4 inches square. There are equal sized gaps, measuring approximately 4 inches wide, between the wood column and posts. The posts and columns extend the full height of the wall and support the roof framing. The wall cladding and window and door openings are set within the space between post framing members

The wall cladding between the wood framing members measures approximately 3-1/2 inches deep. Each wall consists of 2x4 wood framing with the stud turned 90 degrees so that the wide face is parallel to the wall. The wall is clad on both the interior and exterior with stucco, measuring 5/8 inches thick, on expanded metal lath. The stucco has a float finish that gives the stucco a slightly rough texture and is painted yellow.



Figure 321. Interior view of wood-framed stucco walls as viewed from bridge.

Roof Framing

Roof construction at the lookout tower, covered patio, private dining room, and covered entrances at the east elevation all have similar roof framing consisting of a 2x8 ridge board with 2x6 rafters spaced 16 inches on center (Figure 322). The rafters are supported by a vertical wood post mounted to a 10x10 or 8x8 wood beam. Wood kickers are mounted to the base of the post and extend horizontally to the end of the rafters, creating the framing for the overhanging soffit. The roofing has 1x6 wood plank sheathing (Figure 323).

The roof framing at the east room of the east pavilion and the bridge is slightly different than at other spaces. At the east room, the roof framing consists of 8x8 wood girders, spaced 5 feet 8 inches on center, that align with the vertical wood column wall framing. The 8x8 roof girders bear, approximately 3 inches, on the wood top plate, which measures 9 inches by 7 inches and extends across the wall framing columns. At the center of the beam is a vertical 8x8 wood post that is notched to support a 2x8 ridge beam (Figure 324). Wood 2x6 rafters are located on either side of the beam and are spaced 16 inches on center. Wood 1x6 sheathing is mounted to the rafters. Similar to the other roof areas, the rafters extend beyond the top plate of the wall and provide the frame for the soffit.

At the bridge, the roof framing is aligned with the wall framing and consists of two alternating framing systems. The wall framing supports a 10x10 wood beam that extends the full length of the wall. The end roof framing bay is constructed of six 4x4 wood rafters that span from the 2x10 ridge beam and bear of the wood 10x10 beam at the top of the wall. The center two 4x4 rafters are spaced 1 inch apart and align with the 8x8 wood column framing at the wall. The face of the paired 4x4s is clad with a wood-framed screen with frosted glazing, giving the paired rafters the appearance of a single framing member. A wood-framed lantern is hung from the rafters (Figure 325). The 4x4 rafters on either side of the paired center rafters are aligned with the 4x4 wood post wall framing, resulting in a space of 4 inches between each of the rafters. Wood-framed light fixtures are mounted between the outer set of 4x4 rafters (Figure 326).

The second framing system at the bridge is similar to the first in that it consists of six 4x4 rafters; the center rafters are paired and align with the 8x8 wood column framing and the outer rafters align with the 4x4 wood post framing. In addition to the rafters, there is a 4x8 wood member that spans across the room and aligns with the center 4x4 rafters. The 4x8 wood member and center 4x4s are anchored together to create a truss that bears on the 10x10 perimeter beam. Within the truss system, three sets of wood 1x6 boards are sandwiched between the two 4x4 rafters and extend diagonally toward the center of the truss, forming a decorative concentric chevron pattern (Figure 327).

The two slightly different framing systems alternate from bay to bay, with each system spaced 11 feet 4 inches on center. In addition to the 4x4 rafters, the roof has 2x4 rafters that are turned on their side and spaced 12 inches on center (Figure 328). The roof has 1x6 wood sheathing. As at the other roofs, the rafters at the bridge roof are supported by a wood 2x4 above the wood 10x10 top plate beam and extend to form the framing for the overhanging stucco-clad eaves (Figure 329).


Figure 322. Roof framing at east entrance vestibule roofs.


Figure 323. Roof framing at lookout tower roof.


Figure 324. Roof framing at east room.


Figure 325. Roof framing with wood- framed frosted glazing screen at bridge roof.


Figure 326. Light fixtures between roof rafters at bridge.


Figure 327. Roof framing with chevron pattern wood slats at bridge roof.

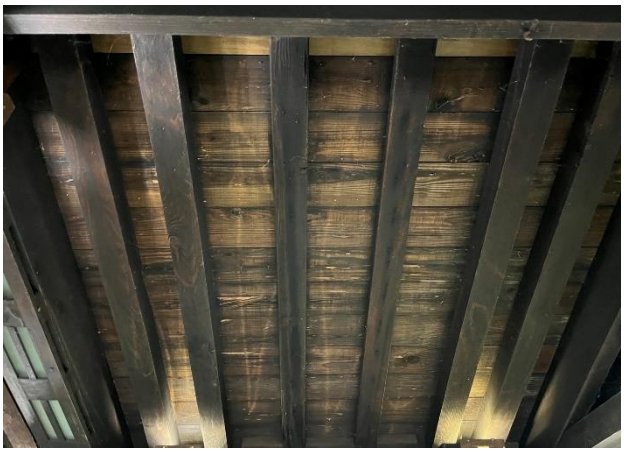


Figure 328. Roof rafters between framing members at bridge roof.



Figure 329. Eave framing at bridge.

Windows

The building features fixed and casement windows. In general, the window openings are located at the top half of each wood-framed wall section and are separated by the wood post framing. The window openings measure approximately 26-1/2 inches tall and have a continuous windows sill, measuring 2-1/2 inches tall and 12 inches deep, that is cut to wrap around each wood post. The wood sill projects approximately 2 inches beyond the framing on both the interior and exterior side of the wall.

At each framing bay, typical window openings consist of a double casement sash situated between 4-inch square framing posts. Each sash measures 13 inches to 15 inches wide, depending upon the location within the building, as the wood post framing is spaced more widely at the bridge than at the pavilions. The sashes are mounted directly to the wood post framing with five-knuckles hinges. The casement sash measure 1-1/2 inches thick and are constructed of rails and stiles measuring 1-1/2 inches wide. The glazing is set with interior wood stops, measuring 1/2 inch square. In addition to the hinges, the window sash have an exterior-mounted wood-framed mesh screen. Depending upon location, locking mechanisms for the window sash include surface-mounted vertical slide locks that extend into the wood sill or surface-mounted wing nuts mounted to one of the sash and rotate to secure both sash in place.

On either side of the casement window and in the space between the wood column and post members are fixed light windows. The fixed windows measure 3-1/2 inches wide and 25-1/2 inches tall and are set with wood glazing stops anchored directly to the wood column and post framing. There are two fixed sash window on each side of the casement sash (Figure 330, Figure 331, and Figure 332).

Variations to the typical window configuration are present at the private dining room and at areas where framing bays are not as wide. At the private dining room, each casement sash consists of two lights, divided vertically by a wood mullion, measuring 1-1/2 inches wide (Figure 333 and Figure 334). At smaller framing bays, there may be only one casement sash that fills the space between the wood posts (Figure 335 and Figure 336). At a few location in the west pavilion, specifically at corners and around the balcony doors, some of the framing bays consist of only fixed windows (Figure 337 and Figure 338).

At the lookout tower, the north and south elevations feature double casement sash flanked by a single fixed window on either side (Figure 339). The windows are secured with surface-mounted slide locks. The

west elevation window consists of acrylic glazing secured with the existing wood window framing. A faux wood vertical mullion extend across the exterior face of the glazing, giving the appearance of a divided light window (Figure 340).


Figure 330. Interior view of casement sash with fixed sidelights.


Figure 331. Overall interior view of windows as seen at bridge.


Figure 332. Exterior view of casement sash with fixed sidelights.


Figure 333. Interior view of two-light casement windows.


Figure 334. Exterior view of two-light casement windows


Figure 335. Interior view of single sash casement window.



Figure 336. Exterior view of single sash casement window.



Figure 337. Fixed sash window.



Figure 338. Fixed sash window near balcony.



Figure 339. Interior view of casement window at north elevation of lookout tower.



Figure 340. Overall view of interior window at lookout tower.

Doors

Almost all of the doors at the Bridge Complex are wood-framed and, like the Veranda Rooms, consist of multi-panel door leaves. Typical doors have four or six rectangular panels at each door leaf; the upper panels are glazed and the lower panels have recessed wood panels. Most of the doors appear to be historic, although some modifications have been made. In addition to the number of panels per door leaf, the wood-framed doors differ in the width of the panels, type of door, and hardware.

Six-Panel Doors

The main entrance door at the east elevation is a wood-framed double-leaf multi-panel door. The door opening measures approximately 70 inches wide by 75 inches tall and has a wood frame, measuring 7 inches deep. Wood 2x casings are located at the jambs (Figure 341).

Individual door leaves measure 1–3/4 inches thick and consist of three rectangular glazed panels at the upper portion of the door, each with glazing. The lower portion of the door has three recessed wood panels, aligned with the glazed panels above. The six panels measure approximately 6 inches wide and are separated by 1-1/2 inch-wide mullions. Typical door hardware consists of five-knuckles hinges and non-original horizontal slide lock, latch, pull handle, door stop, and a vertical surface-mounted slide lock at the top of the door.

The exterior door at the top of the west stair is similar to the main double-leaf door at the east elevation in that it consists of three upper glazed panels and three recessed wood panels. The door opening measures 61 inches wide by 76 inches tall and is 1-3/4 inches thick. The door has five-knuckle hinges and has been modified with a steel astragal plate anchored to the side of one door leaf, a steel plate along the bottom of each door leaf, and steel brackets mounted to the interior face of the door that support a horizontal wood plank (Figure 342).

Single-leaf multi-panel door openings are located at the east and west elevations of the east pavilion and provide access to the north annex. The openings measure 29 inches wide by 75 inches tall and have wood framing, measuring approximately 7 inches deep. The door openings have 2x trim. The single leaf doors are similar to those at the east entrance and consist of three 6-inch-wide glazed panels at the upper portion of the door and three 6-inch-wide recessed wood panels at the lower portion of the door. Typical hardware includes five-knuckle hinges and non-original pull handles (Figure 343).

The exterior door openings at the north end of the east pavilion provides access to the outdoor covered patio with bar. The openings each measure 32 inches wide by 77 inches tall and are framed by wood posts, each measuring 8 inches square on each side and between the two openings. Each door leaf consists of three glazing panels, measuring 6 inches wide, at the upper portion of the door and three recessed wood panels at the lower portion of the door. The panels are separated by wood mullions, measuring 1-1/2 inches wide. The brass double-action door hinges are mounted directly to the wood post framing. Non-original hardware includes surface-mounted pull handles (Figure 344).

A wood-framed double-leaf door opening is located at the south elevation of the east pavilion. The door opening measures 52 inches wide by 77 inches tall and has 2x6 wood trim at the jambs (Figure 345). The door leaves consist of six panels: three rectangular glazed panels at the upper portion of the door and three rectangular recessed panels at the lower portion of the door. The panels are 4 inches wide and

separated by mullions with wood stops, measuring 1-1/2 inches wide. Modifications have been made to the door which include installation of a metal pull handle at the exterior face, steel brackets at the interior face that support a horizontal wood brace, a steel astragal plate along the edge of one door leaf, and metal door stops. In addition, the original double-action door hinges were replaced with five-knuckle hinges at one door leaf and the vertical slide bolts at the top and bottom of each leaf have been removed (Figure 346).



Figure 341. View of six-panel door at east entrance.



Figure 342. Exterior view of six-panel door west pavilion entrance.


Figure 343. Exterior view of single leaf six-panel at top of east stairs.



Figure 344. Exterior view of six-panel paired double-action hinge doors.



Figure 345. Exterior view of six-panel door at south elevation.



Figure 346. Interior view of six-panel door at south elevation.

Four-Panel Hinged Doors

The wood-framed balcony door opening at the west elevation of the west pavilion appears to be original to the structure and measures 28 inches wide and 74 inches tall. The four-panel door leaves each measure 1-1/2 inches thick and have two glazed panels at the upper portion of the door and two recessed wood panels at the lower portion of the door. Hardware includes five-knuckle hinges and top and bottom slide locks that are inset into the door framing. Wood mullions, measuring 1-1/2 inches wide, separate the panels.

Four-Panel Bi-Fold Doors

Another original door type is located at the east end of the bridge. The door opening measures 46 inches wide and 77 inches tall and consists of a two-leaf bi-fold. Each door leaf has four panels: two glazed panels at the upper portion of the door and two recessed wood panels at the lower portion. The panels are separated by wood mullions with glass stops that measure 1-1/2 inches wide. Hardware includes five-knuckle hinges, a surface-mounted vertical slide lock, surface-mounted pull handle, a latch, and a door stop (Figure 347 and Figure 348).



Figure 347. Exterior view of bi-fold door at south terrace.



Figure 348. Exterior view of bi-fold door in partially folded position.

Non-Original Doors

A non-original hollow metal door frame and leaf are located on the west elevation of the east pavilion. The door provides access to a lower level below the east pavilion enclosure. The door consists of a flush panel door leaf with a mortise lock and pull handle. Above the door opening is a concrete lintel that supports the stone units above (Figure 349). The door is set between two rock-faced ashlar stone walls.



Figure 349. Non-original steel-framed door.

Roof System

The bridge complex has a wood-framed complex hip roof with wood shingles. The roof was replaced in 2021 and includes copper flashings and painted aluminum trim. Individual wood shingles are installed with staggered joints between coursing and have an exposed face measuring 3-5/8 inches wide by 4-3/4 inches deep. The main hip of the roof is clad with wood shingles; however, corner ridges, gutters, and valleys consist of aluminum, painted red. The aluminum corner ridge caps have a rectangular profile and are capped at the ends with sheet metal (Figure 350). The valley flashings have a W-shaped profile with a triangular break along the center (Figure 351). The gutters are approximately 16 inches wide and 4 inches deep, giving them a very shallow appearance (Figure 352). The trough of the gutters has been coated with a red elastomeric coating. Aluminum box downspouts, also painted red, are secured to the gutters and extend through the roof soffit (Figure 353). An aluminum downspout elbow is located at the underside of the soffit and discharges water onto the ground. At the east elevation, between the hip roof for the main east pavilion and an adjacent covered entrance walk, there is a wide gutter trough that extends between the two roof areas and has a red elastomeric coating.

Copper flashings are located at the chimneys and are regletted into mortar joints in the stone (Figure 354).

The roof fascia consists of a 2x8 wood board, painted brown. The fascia board is pitched at a 15 degree angle with the top of the board extending beyond the bottom of the board, accentuating the slope of the roof (Figure 355). Above the fascia board is an aluminum drip edge, painted red, that was installed as part of the recent roof replacement.

The roof features wide and closed overhanging eaves. The eaves typically measure from 12 inches up to 48 inches at a few locations, including over the balcony at the west pavilion, at the north and south ends of the east pavilion, and along the length of the bridge (Figure 356). The eaves are clad with stucco. At the deep eaves and at the east entrance area, wood trim, measuring 3-1/2 inches wide and painted brown, has been applied to the underside of the eaves. The trim is typically applied as a single trim band, positioned 36 inches from the edge of the fascia, that follows the line of the fascia. At the areas with deep eaves, there are recessed light fixtures in the soffit. Typically, the light fixtures measure 7-1/2 inches square, have a wood frame, and include opaque glass (Figure 357).

At a few exterior locations, specifically at the east entrance and over the east covered patio, the wood roof framing is exposed to view between soffit panels.


Figure 350. Ends capped with sheet metal.


Figure 351. Valley flashings with triangular break.


Figure 352. View of the gutter's shallow appearance.


Figure 353. Red aluminum downspout.



Figure 354. Copper flashings in the mortar joints.



Figure 355. Roof fascia painted brown.



Figure 356. Overhanging eaves are found at many locations.



Figure 357. Recessed light fixtures in the soffit.

Balcony and Terraces

Balcony

The balcony is located at the west end of the west pavilion and overlooks the Veranda Rooms. It measures approximately 12 feet wide by 5 feet deep. The balcony has a stone-paved deck consisting of large polygonal-shaped units, measuring 2-1/2 inches thick, set in a mortar setting bed (Figure 358). A stone step, measuring 4 inches in height, provides the transition from the west room of the pavilion to the balcony.

At the perimeter of the balcony is a planting bed, measuring approximately 12 inches wide and 10 inches deep. The planter wraps around the base of the balcony and has a stone coping. Decorative cast-in-place concrete brackets are located under the planters and extend to the base of the concrete balcony slab.

The balcony features an original wood railing. The railing measures 41-1/2 inches tall and consists of a wood base plate, measuring 10 inches deep, which sits directly on the stone pavers (Figure 359). The edges of the base plate are beveled to shed water. Vertical members of the railing divide the rail into bays. Each bay is further divided into three sections and features one of two decorative schemes; either six

horizontal wood louvers or a wood "X" that fill the upper portion of each section. The end and center bays of the railing are half the width of the other bays and have a large "X" that extends the full height of the rail. The top of the railing consists of a wood top rail measuring 2 inches tall by 12 inches deep. A non-original wrought iron grille has been installed on top of the original wood railing. The wrought iron railing consists of alternating square and twisted wrought iron bars with a horizontal bar extending across mid-span. The top of the grille is secured to the wood framing and roof fascia.


Figure 358. View of the balcony stone-paved deck.


Figure 359. Original wood railing sitting on stone pavers.

Covered Stone Terrace and Tunnel

The covered stone terrace at the south end of the east pavilion consists of stone-paved flooring, stone support piers, and a concrete slab that supports the open-air terrace above. The stone terrace also features a dry-laid stone retaining wall, that defines the east side of the terrace and a stone archway.

The stone paving measures 4 inches thick and, according to construction drawings, is laid onto the concrete foundation slab. The pavers are irregular in shape and have a rough texture. Larger stone units are up to 48 inches wide and smaller stone units are set between the large stone units. The paving includes stone steps, measuring 4 inches tall, that have an irregular plan and give the appearance of a naturally occurring stone outcropping (Figure 360).

The stone piers, measuring approximately 26 inches square, have corbelled stone haunches, that project 10 inches from the top of the pier, on all four faces of each pier and support the cast-in-place concrete slab (Figure 361 and Figure 364). Historically, there was a light fixture below the haunch at the west elevation of each pier. After 1975, the fixtures were removed and stone dutchman units installed (Figure 363 and Figure 364). The piers have concrete footings measuring approximately 4 feet square on which stone paving units are set. The concrete deck slab measures 5-1/2 inches deep and has a form board finish with the form boards measuring 3 inches wide (Figure 365). Concrete beams are cast into the slab. Perimeter beams are located along the east and west edges of the slab, measure 29 inches wide by 13 inches deep, and bear on the stone piers. Perpendicular beams are oriented east-west, measure 15 inches wide by 13 inches deep, and are spaced 10 feet on center (Figure 366). The west edge of the slab extends 10 inches beyond the perimeter beam and has a thickened slab edge, measuring 9-1/2 inches deep with a drip cast into the underside (Figure 367). The concrete slab supports the structure for the

upper south terrace and the south portion of the east pavilion. The east side of the concrete deck is supported by a dry-laid stone retaining wall described as part of the site retaining wall, above.

The covered stone terrace provides access to a barrel-vaulted tunnel that extends east from the terrace, under the east pavilion, and to a stone stair (Figure 368 and Figure 369). The tunnel measures 6 feet 6 inches tall by approximately 8 feet wide and includes partial-height walls, measuring 32 inches tall, that support the arch. The partial-height walls project into the arch space, creating ledges on each of the arches measuring 16 inches deep. The load-bearing arch structure consists of stone units that vary from 2 to 3 inches wide and 6 to 26 inches long (Figure 370). The stone voussoirs at the entrance to the barrel vault alternate in length with the longer units also projecting 2 inches beyond the plane of the wall. At the east entrance, which is exposed to the elements, thin projecting stone units are set in the mortar joints above the voussoirs, creating a drip ledge to manage water runoff (Figure 371).



Figure 360. Stone steps in the paving.



Figure 361. View of the covered stone terrace with stone piers.



Figure 362. Original light fixture at pier, circa 1975. (Source: Center for Dubuque History).



Figure 363. Stone dutchman at pier to replace abandoned light fixture.



Figure 364. Stone piers with haunches support the concrete slab.



Figure 365. Concrete deck with slab with formboards.



Figure 366. Dry-laid stone retaining wall within the covered stone terrace.



Figure 367. Edge of the concrete deck slab.



Figure 368. West elevation of the archway.



Figure 369. East elevation of the stone archway with the archway stair in the foreground.



Figure 370. Stone coursing at the arch.



Figure 371. Stone voussoir at the stone archway with the stone drip edge units indicated by arrow..

Upper Terraces

Terraces are located along the west elevation of the east pavilion, immediately south of the bridge and adjacent to the covered patio. Each terrace has a concrete deck slab and a perimeter wall constructed of stone piers with wood railings.

The south terrace is located over the covered stone terrace and has two different concrete paving systems (Figure 372). The concrete paving at the south portion of the terrace integrates with the concrete walk that extends along the east side of the east pavilion. It includes a grid of control joints cast into the slab. The concrete paving at the north half of the terrace appears to pre-date the concrete at the south half and does not have any control joints. There are abandoned anchor holes in the concrete from a previous terrace railing system.

The north terrace is an extension of the open-air covered patio at the north end of the east pavilion and wraps around the north side of the Bridge Complex. Like the south half of the south terrace, the north terrace has concrete paving with control joints and appears to have been installed at the same time as the paved walk at the east side of the building (Figure 373).

Both of the terraces have non-original wood guardrails of a design that is sensitive to the original guardrail and similar to the balcony railing. The guardrail consists of stone piers with wood-framed railing sections extending between them. The wood railings measure 37 inches tall at the south terrace and 42 inches tall at the north terrace (Figure 374). The railings are constructed of 4x4 posts that are mounted onto steel plates set into the concrete. The railing posts at the ends of the railing are anchored into the stone piers with stainless steel anchors. The base of the railing consists of two 2x8 boards, one on either side of the railing, that sandwich the bottom of the vertical post. The top of the guardrail has a 2x8 top plate over which a top rail measuring 13 inches deep by 2-1/2 inches has been installed. Similar to the balcony railing, wood members create a geometric pattern within the space between the posts and bottom and top rail. The pattern consists of either four 2x6 horizontal louvers or a wood "X" cut from 2x4s. Archival photographs show that the original wood terrace guardrail had a similar geometric pattern but with a slightly different configuration. Outboard of the existing rail and mounted to the concrete deck are

steel plates that appear to have supported a previous railing system, presumably a wrought iron railing similar to that on the east pavilion stair.



Figure 372. Concrete paving at the south terrace. Note that concrete in the foreground is different than the concrete in the background.



Figure 373. Concrete paving at the north terrace.



Figure 374. Wood guardrail at the south terrace.

Covered Patio

The covered patio is an extension of the north terrace and can be accessed from the north annex or the concrete walk. It was originally built as an open-air structure but was enclosed in 1965. In 2010 the enclosure was removed and the space restored to an open-air patio to reflect the original design (Figure 375). The covered patio has a concrete floor that extends to the north terrace; however, does not have any control joints and appears to predate the surrounding concrete at the north terrace (Figure 376). Original 8-inch-square wood posts divide wood-framed half walls along the perimeter of the covered patio and extend up to the roof framing. Based on historic photos and drawings, the roof structure appears to be original and is described in the roof framing section above. At the center of the space there is no soffit and the roof framing is exposed. At the edges of the space, a stucco-clad soffit conceals the roof framing (Figure 377). The walls are similar to that of the pavilions except they are only approximately 32 inches tall and support a non-original wood counter. The walls and counter form a U-shaped plan within the covered patio (Figure 378). The counters extend approximately 12 inches past the face of the wall on either side and are supported by wood 2x members, painted brown (Figure 379). Non-original wood benches, painted brown, are located around the counters (Figure 380).

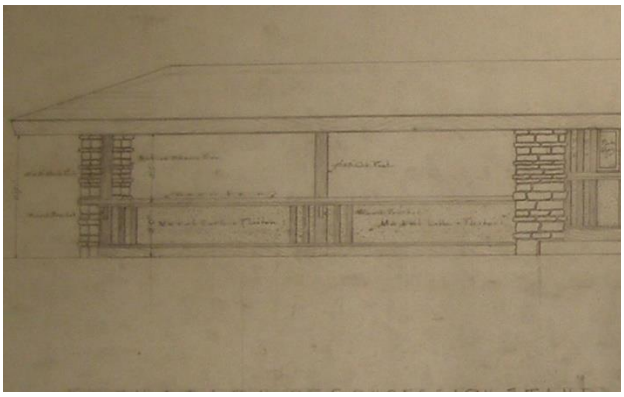


Figure 375. Original drawing of the open-air structure. (Source: Dubuque Museum of Art).



Figure 376. Concrete floors at the covered patio and north terrace. Note that the concrete at the covered patio is different than the concrete at the north terrace.



Figure 377. Exposed roof framing at the center of the space and stucco clad soffits at the edge of the space.



Figure 378. U-shaped wood counters.



Figure 379. View of 2x wood members supporting the wood counter above.



Figure 380. Non-original wood benches.

Stairs

Both the east and west stairs are constructed with stone paving units set on a continuous stepped reinforced concrete slab. Both sets of stairs feature stone-paved treads, an intermediate landing between two flights of stairs, and stone cheek walls. The east stair also has a non-original guardrail. In addition, each of the stairs includes decorative stone features.

West Stair

The west pavilion stair extends east from the promenade to an entrance at the north elevation. It consists of two flights of stairs, oriented perpendicular to each other, and a landing (Figure 381). The lower flight measures 12 feet wide and is set 5 feet away from the wall of the west pavilion, creating a recess between the pavilion and stair cheek walls (Figure 382). The cheek walls are stepped and are constructed of limestone with a design consistent with the limestone walls at the raised base of the pavilions. The lower stepped cheek wall aligns with the upper water table course at the walls (Figure 383). The coping units at the cheek walls are rock-faced with a combed perimeter tooling. As with the walls at the raised base, the cheek walls have a water table course, alternating courses of projecting stone units at the corners, and face bed stone units. In addition, some of the stone units have been carved with a stone dovetail tenon that integrates with an adjacent face bed stone unit (Figure 384). There is a carved circular stone unit mounted onto the stepped coping units at the south side of the stairs (Figure 385).

The stair treads consist of limestone pavers, measuring 2-1/2 inches deep, which extend approximately 2 inches beyond the stone structure. In general, the pavers have a rise of approximately 5 inches and a tread depth averaging approximately 12 inches deep. The lower four steps of the stair extend beyond the cheek walls and fan out onto the promenade. The top surface of the lower steps has a tooled bush-hammered finish.

At the top of the lower flight of stairs is a stone landing, measuring 12 feet by 12 feet. The landing provides access to an upper flight of stairs and a wood door at the north elevation of the west pavilion. The upper flight of stairs is of similar stone construction and detailing as the lower flight. It measures 6 feet wide, has stone cheek walls, and consists of seven stone stairs treads (Figure 386).



Figure 381. View of west stair as seen from the northwest.



Figure 382. Recessed nook between the west stair and the building.



Figure 383. North elevation of the west stair cheek wall. Note that the wall construction includes the watertable and copings present at the walls.



Figure 384. Carved dovetailed detail at ends of stone units.



Figure 385. There is a carved circular stone unit mounted onto the stepped coping units at the south side of the stairs.



Figure 386. Stone stair treads at upper flight of west stair.

East Stair

The east stair is of similar construction to the west stair. It consists of two flights of stairs with an intermediate landing and top landing and has random coursed, rock-faced ashlar units (Figure 387). The lower flight of stairs is accessed from the main access road and extends on an east-west axis. The stair measures approximately 4 feet 6 inches wide and consists of four treads that lead to an intermediate landing measuring 4 feet 6 inches square. A non-original railing is located along the edge of the stair and consists of a surface-mounted wrought iron rail with a top and bottom rail and balusters spaced 4 inches on center. Some of the pickets are formed to create a U-shape with the sides of the "U" forming the vertical pickets. The guardrail measures approximately 42 inches tall (Figure 388). Based on archival photographs and evidence of surface-mounted railings at the terrace, the rails were likely similar to those present at the north and south terrace before they were replaced with the existing replica wood railing. The upper flight of stairs measures 4 feet 6 inches wide and consists of eleven treads. It has a stone cheek

wall that features a circular stone decorative unit mounted onto the coping and the remains of what appears to be a light fixture integrated into the stone base (Figure 389). A recess in the stone and abandoned conduit from the previously removed wood lantern post remain. At the top of the flight is a landing that provides access to a door leading to the east pavilion.



Figure 387. Overview of east stair.

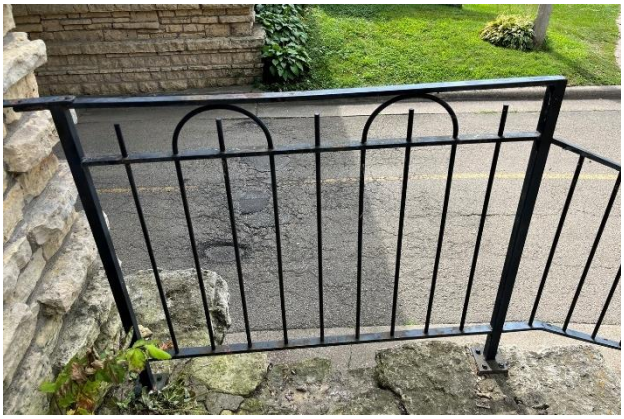


Figure 388. Metal guardrail at west side of east stairs.



Figure 389. Stone cheek wall that features a circular stone decorative unit mounted onto the coping and the remains of what appears to be a light fixture integrated into the stone base.

Archway Stair

A stone stair located to the east of the archway provides access from the covered stone terrace to the main entrance of the east pavilion. The stair is wedge-shaped in plan and consists of stair treads that are slightly curved in plan and increase slightly in width with each tread as they move toward the top of the stair (Figure 390). The stone treads have an 18-inch-deep tread and a rise ranging from 7-1/2 inches to 9-1/2 inches. The cheek walls on either side of the stair consist of large dry-laid stone units, similar in appearance to the retaining walls. The walls are capped with mortar-set stone parapet walls and piers. The piers are 20 inches square and 38 inches tall. The walls are 20 inches deep, 30 inches tall, and capped with stone coping units measuring 24 inches deep (Figure 391).


Figure 390. View of archway stair from the arched tunnel.


Figure 391. View of south cheek wall at archway stair.

Interior Description

The interior of the Bridge Complex includes an assemblage of spaces. The west pavilion consists of the west room, which features a multi-hearth stone fireplace, balcony, and upper lookout tower (Figure 392, Figure 393, and Figure 394). Immediately east of the west room is the bridge, defined by the structural wood flooring (Figure 395). From the bridge, one can access the exterior to the south terrace or the east stair. An interior door separates the bridge from the east pavilion.

The primary space within the east pavilion is the east room (Figure 396). The room is accessed from the bridge and from the main exterior entrance on the east elevation. The space includes a large fireplace and provides access through an interior door to the private dining room, to the south (Figure 397). To the north of the east room, and also accessed from an interior door, is the north annex (Figure 398). The north annex provides access to the exterior covered patio as well as to the north terrace.


Figure 392. View of the west room at west pavilion.


Figure 393. Multi-hearth fireplace at west room of west pavilion.



Figure 394. Overview of lookout tower, looking west.



Figure 395. Bridge promenade, looking west.



Figure 396. East room of east pavilion.



Figure 397. Private dining room at east pavilion.



Figure 398. North annex of east pavilion.

Flooring

Most of the interior spaces have stone-paved flooring that consists of polygonal-shaped stone units, measuring 2-1/2 inches thick, set in a mortar setting bed. Large units measure up to 36 inches wide and smaller stone units are set within the joints between the large stone units. The stone has a rough textured finish (Figure 399).

The bridge is unique in that it has a wood-framed structural decking system that spans between the east and west pavilions and overlaps some of the stone-paved flooring at the bridge room. The bridge decking consists of approximately forty-two 2-1/2 inch by 8 inch wood beams and eight 4 inch by 10 inch wood beams, positioned on end and bolted together, which span east-west across the length of the bridge (Figure 400 and Figure 401). Each wood deck beam spans the full 24 feet 2 inches across the road and bears on the stone cladding and a steel plate at either end of the span (Figure 402 and Figure 403). The 4 inch by 10 inch framing members are evenly spaced in pairs across the width of the deck (Figure 404). The outer most bridge deck beams are secured to the wall framing with a continuous 5 inch by 2 inch steel angle and are dovetailed at either end to 2x12 wood beams that extend along the base of the pavilion walls (Figure 405 and Figure 406). In addition to being dovetailed to the base wall beams at the pavilion, circular wood dutchman, measuring 3 inches in diameter, are located at the mid-height of the outermost beam and are spaced 3 feet on center (Figure 407). Although it could not be confirmed during the survey, the non-original dutchman likely conceal countersunk anchor heads for steel rods that extend through and hold the bridge decking beams together. A non-original steel plate, measuring 8 inches wide, is secured to the underside of the bridge floor boards that span along the edge of the bridge framing. Numerous shallow wood dutchman have been installed along the length of the wood beams, presumably to repair areas where impact from vehicles damaged the bridge framing.

The lookout tower at the west pavilion has an original flooring system consisting of wood-framed tongue-and-groove floorboards that measure approximately 2-7/8 inches wide and extend east–west across the room (Figure 408). The floor is constructed of 2x4 framing and has 1 inch by 2-1/2 inch wood boards, which are visible from the west room, mounted to the underside of the framing (Figure 409).

Non-original flooring systems include the cast-in-place concrete flooring at the north annex (Figure 410). The flooring of the north annex abuts the stone-paved flooring and threshold at the east room. The covered patio, an exterior space located north of the north annex, has a concrete-paved deck that is shared with the exterior north terrace.



Figure 399. Stone-paved flooring.



Figure 400. Overview of woof deck framing at bridge.



Figure 401. Close-up view of wood deck framing at bridge.



Figure 402. Ends of wood deck framing members.



Figure 403. Ends of wood deck framing members.



Figure 404. Underside of wood deck framing, view from road below.



Figure 405. Edge of wood deck bridge framing showing steel angle.



Figure 406. Steel plate upon which the bridge deck framing bares.



Figure 407. Dovetail connection between framing members.

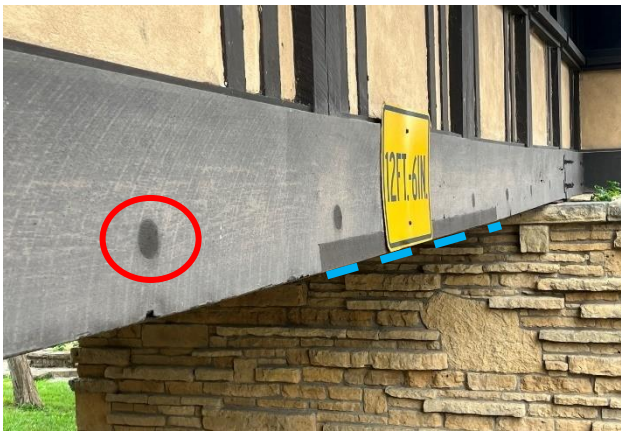


Figure 408. View of beam framing at bridge, note the circular wood dutchman (red circle) evenly spaced along the length and the wood dutchman (blue dashed line) along the edge.



Figure 409. Wood tongue-and-groove flooring at lookout tower.



Figure 410. Underside of wood-framed flooring at lookout tower.



Figure 411. Non-original flooring systems include the concrete flooring located at the north annex.

Walls and Ceiling

The interior walls include exposed stone cladding at piers and chimneys and wood-framed stucco walls, similar to the materials visible at the exterior.

The interior typically has exposed wood-framed ceilings, allowing for the wood roof framing to be visible. However, plaster ceilings are present at the north annex of the east pavilion and west room of the west pavilion. The ceiling at the north annex consists of plaster applied to expanded metal lath that is secured to the underside of the roof rafters. The plane of the ceiling follows the slope of the roof (Figure 412). The west room has a flat plaster ceiling with recessed light fixtures, each with wood frames, opaque glazing, and measuring 7-1/2 inches square (Figure 413). The plaster ceilings and walls have a float finish and are painted yellow.



Figure 412. Plaster ceiling at the north annex.



Figure 413. Plaster ceiling at the west room.

Doors

The interior doors are similar to doors present on the exterior as described above.

An original interior door, similar in appearance to the exterior door at the south end of the east pavilion, is located at the opening between the east room and the private dining room at the south end of the east pavilion. The double-leaf door opening measures 51 inches wide by 77 inches tall and has a door frame measuring 7-1/2 inches deep (Figure 414).

The six-panel door leaves consist of three rectangular glazed panels at the upper portion of the door and three rectangular recessed panels at the lower portion of the door. The panels are 4 inches wide and separated by mullions with wood stops, measuring 1-1/2 inches wide. Hardware includes double-action brass door hinges and brass push plates on either side of the door (Figure 415). Non-original eye hooks have been mounted to the push plates on the south side of the door so that the doors can be maintained in the open position with latches mounted to the adjacent walls.

The interior door between the east pavilion and bridge is similar in appearance to the main east entrance door; however, the door appears to have original hardware. The door opening measures approximately 69 inches wide by 76 inches tall and has a wood frame, measuring 7 inches deep. Individual door leaves consist of three rectangular glazed panels at the upper portion of the door, each with glazing, and recessed wood panels at the lower portion of the door. The six panels measure approximately 6 inches wide and are separated by 1-1/2-inch-wide mullions. Original door hardware consists of double-action brass hinges, inset brass vertical slide locks at the top of the door leaves, and brass push plates. Non-original hardware includes a metal latch, surface-mounted pull handles, and surface-mounted door stops (Figure 416).

The interior door between the east room and north annex consists of two single-leaf door openings framed by wood posts, measuring 8 inches square. Each door opening measures 32 inches wide by 77 inches tall and consists of three glazing panels, each measuring 6 inches wide and consisting of glazing, at the top of the door leaf. Recessed wood panels are located at the bottom of each leaf and aligned with the glazing panels. The panels are separated by wood mullions, measuring 1-1/2 inches wide. The brass double-action door hinges are mounted directly to the wood post framing. Non-original hardware includes surface-mounted pull handles and slide locks (Figure 417).



Figure 414. Interior door between the private dining room and east room.



Figure 415. Original double-action hinge at door.

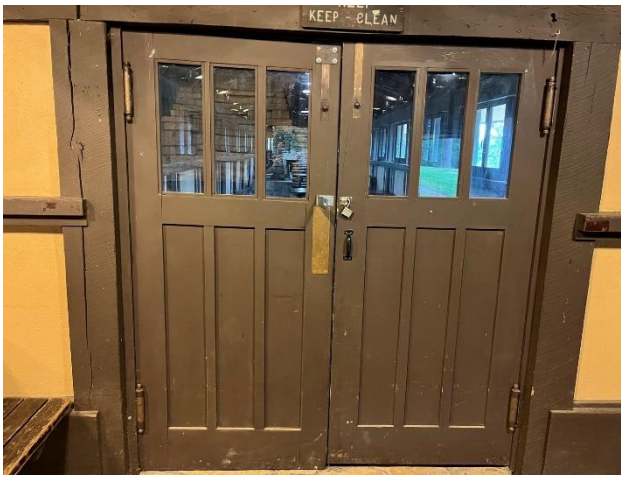


Figure 416. Double-leaf door between east room and bridge.



Figure 417. Pair of single leaf doors between the east room and north annex.

Fireplace and Chimney

East Room Fireplace and Chimney

The fireplace at the east room is two-sided, with two fireboxes on the exterior and one on the interior. The fireboxes on the exterior are located at the corners of the chimney (Figure 418). Two large face-bed stones are focal points of the exterior chimney, one above the north firebox and one next to the south firebox (Figure 419). The stone above the north firebox forms the mantel of the fireplace and is supported by a 6x8 steel channel (Figure 420). The south fireplace has a large horizontal stone mantel that projects approximately 2 inches beyond the plane of the wall and is supported by 6 inch steel plates (Figure 421). The firebox on the interior has a segmental arched opening with stone voussoirs and a stone hearth that extends into the room (Figure 422). The fireplace has a large horizontal stone mantel that extends the width of the fireplace and projects approximately 8 inches beyond the plane of the wall. It is supported on

two projecting stone blocks (Figure 423). Above the mantel, the stone is coursed to form a niche, semi-circular in plan. The chimney tapers above the mantel as it extends to and through the roof framing. All three fireboxes have non-original firebrick.



Figure 418. Two exterior fireboxes, one at each corner.


Figure 419. Large face bed stone above north firebox.


Figure 420. A 6x8 steel channel supporting stone unit above,


Figure 421. A 6 inch steel plates supporting stone unit above.



Figure 422. Arched firebox opening and hearth stone at interior fireplace.



Figure 423. Horizontal tooled mantel supported by two stone blocks.

West Annex Fireplace and Chimney

The fireplace in the west annex has a rhombus shape with two fireboxes: one on the southeast side, facing the bridge, and one set within a sunken inglenook. At the corners, there are alternating courses of projecting stone units. The chimney also features many large face bed accent stones and square-shaped stone units (Figure 424). The stone chimney extends up to and through the lookout tower.

The southeast fireplace has a stone mantel that spans over the firebox opening and projects approximately 2 inches beyond the adjacent stone. A rectangular face bed stone unit is positioned above the mantel. A cubic stone unit, measuring approximately 16 inches on each side, is located at the northeast side of the mantel (Figure 425).

The west fireplace is located at the west corner of the rhombus plan and is set within an inglenook, sunken approximately 14 inches below the finished floor level of the west annex (Figure 426). Stone walls define the perimeter of the inglenook and are constructed of alternating courses of long and short stone units. The short stone units support the ends of the long stone units, creating wide openings in the knee-height walls (Figure 427 and Figure 428).A routed groove and abandoned fasteners on the top of the knee wall stone suggest that a metal screen of some sort may have originally been present (Figure 429). The lookout tower was originally accessed from a ladder within this room but the ladder has since been removed and an acrylic glass cover installed over the opening (Figure 430).



Figure 424. Large accent stone units and square shaped stone units.



Figure 425. Mantel stone and hearth stone at southeast fireplace.



Figure 426. Sunken inglenook at the west fireplace.



Figure 427. North knee wall, consisting of alternating long and short stone units.



Figure 428. Alternating long and short stone units at south knee wall.



Figure 429. Embedded anchors and routed channel in stone indicate a previously installed screen feature on stone.



Figure 430. Location of previous ladder for access to lookout tower.

Electrical and Lighting

The Bridge Complex is supplied by utility lines that are routed overhead and supported by wood utility poles. There are two main utility connections into the building that are mounted to the wood roof fascia: one at the west elevation of the west pavilion and one cantered on the north elevation of the bridge (Figure 431 and Figure 432). Both utility connections extend, via rigid conduit, to electrical panels located in the east room. The electrical panels are mounted to a plywood panel and secured to the stone wall at the north end of east room (Figure 433). The electrical panels, manufactured by Square D and dated June 2015, are labelled "Power Panel Fed from MDP" (MDP) and "Lighting Panel Fed from Contractor" (Contractor). The MDP panel consists of thirty-two spaces, with sixteen occupied by 10kA, 3-pole, 120/240-volt plug-in circuit breakers. The MDP panel appears to support the lights at the east and west pavilions, bridge, and lower level of the Bridge Complex. The adjacent Contractor panel has a separate rigid conduit connection and was locked at the time of the inspection; thus it could not be confirmed if the circuits within the panel were active or only used to monitor electrical usage by a contractor during previous repairs. Both electrical panels have rigid conduit that extends down through the stone paved-floor and into a below-grade electrical room. The electrical room was not accessed as part of the assessment. In addition to the two non-original electrical panels, there is an original black electrical panel inset into the plaster wall at the west elevation of the east room (Figure 434). The electrical panel is no longer in use.

Based on conditions observed, the original electrical wiring has been removed and replaced with PVC-jacketed wiring routed through flexible coiled steel conduit. The conduit is mostly routed through the wood-framed roof eaves that are open and accessible from the interior (Figure 435). At rooms with exposed roof framing, the conduit is attached to wood joists and extends to surface-mounted ceiling light fixtures. The conduit at the walls is either surface-mounted or recessed within the plaster and stucco finishes. At the west room of the west pavilion and covered patio, north annex, and private dining room of the east pavilion, the conduit is set within the walls and supports wall-mounted light fixtures, switches, and GFCI receptacles recessed into the plaster walls (Figure 436 and Figure 437). At the east room, the

switches and receptacles are surface-mounted and some of the conduit has been covered by a notched 2x4, painted brown (Figure 438).



Figure 431. Main utility line attached to wood fascia at west elevation of building.



Figure 432. Main utility line attached to wood fascia at north elevation of bridge.



Figure 433. Electrical panels mounted to the wall at the north end of the east room.



Figure 434. Original electrical panel recessed into the wall.



Figure 435. Conduit extending through open eave framing in roof.

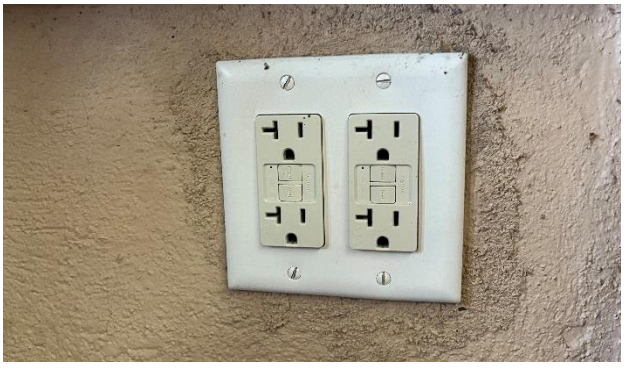


Figure 436. Non-original GFCI receptacle set into wall. Note evidence of previous plaster repair around the outlet.



Figure 437. Non-original surface-mounted conduit and light switch.



Figure 438. Non-original outlet with wood 2x4 concealing the surface-mounted conduit.

Most of the interior surface-mounted light fixtures are original or have been replaced with replica features. Original interior light fixtures include ceiling-mounted lanterns with adjacent lighted panels, wood-framed wall sconces, and recessed wood-framed ceiling lights. Original light fixtures at the exterior consist of recessed wood-framed lights at the stucco soffit and stone passageway. The wood-framed lanterns measure approximately 14 inches on each side and have slatted wood louvers, suggesting an influence of Japanese architecture. Light is visible between the wood slats and at the opening on the underside of the fixture (Figure 439). The fixtures are suspended from the ridge of the roof framing at the interior of the bridge and at covered outdoor spaces. At the interior of the bridge, the lanterns are accompanied by wood-framed lighted panels with opaque acrylic glazing that are mounted to the underside of the wood rafters. The panels create light boxes that conceal the surface-mounted conduit and diffuse light (Figure 440). Wood-framed wall sconces are mounted between roof rafter at the interior of the bridge. The units measure approximately 6-1/2 inches wide by 4-1/2 inches tall and have glazing on the face and underside. Wood baffles form an "X" across the face of the glazing (Figure 441). Recessed wood-framed light fixtures are located at the west room of the west pavilion, exterior stucco roof soffits, and at the stone pavilion. The fixtures consist of a wood-framed box, measuring approximately 4 inches deep, that are recessed in the ceiling and a wood-framed face plate, measuring 7-1/2 inches square, with opaque acrylic glazing (Figure 442 through Figure 444). Replica fixtures, where present, are similar in appearance but may exhibit slight differences in construction, such as the use of screws. As indicated under the site description, outdoor lighting around the Bridge Complex historically included wood posts with wood-framed Japanese-inspired lanterns.

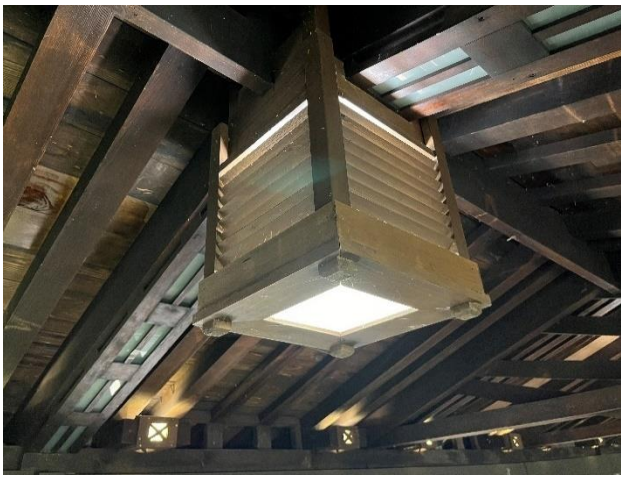


Figure 439. Lantern-style light fixture mounted to ceiling framing.

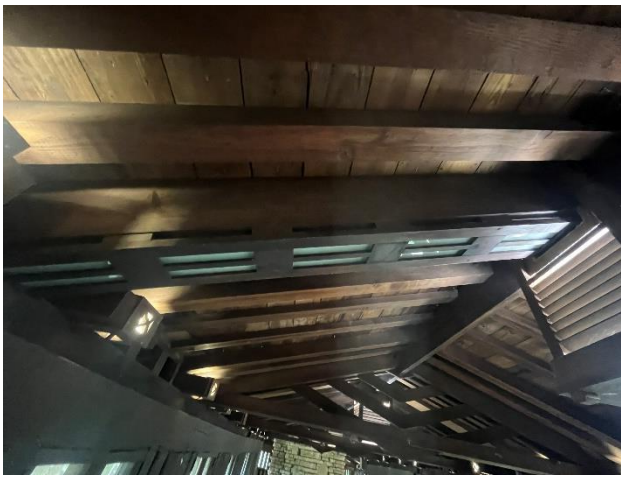


Figure 440. Wood panel, adjacent to lantern-style light, mounted to roof rafters to create a light box.



Figure 441. Wall sconce at interior of bridge is set between roof rafters.



Figure 442. Recessed lighting at west room.



Figure 443. Recessed lighting at stucco soffit is of similar design as the interior recessed lighting.



Figure 444. Recessed lighting at stone arched passageway.

The ceiling-mounted light fixtures in the east room are non-original. The light fixtures consist of a wood-framed housing, mounted to the wood ceiling framing, and a pendent light supporting a cluster of five fluorescent lamps (Figure 445). The original design of the light fixture could not be confirmed through archival documentation.

Other non-original fixtures include the wall-mounted triangular LED-light sconces at the private dining room, the wood-framed lightbox with opaque glazing mounted to the ceiling at the north annex, and utility lights mounted to the concrete structure at the stone terrace (Figure 446 through Figure 448). In general, the original light switches and receptacles have been replaced with new units, although some of the historic junction boxes remain and were capped with metal plates (Figure 449).



Figure 445. Non-original wood light fixture mounted to roof framing at the east room.



Figure 446. Non-original light box mounted to the ceiling of the north annex.

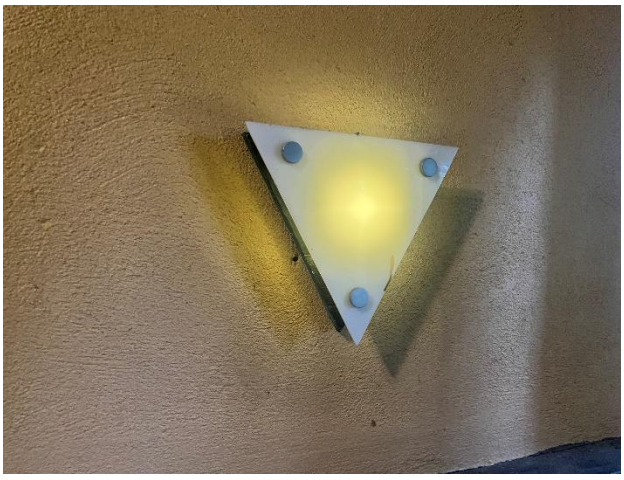


Figure 447. Triangular wall sconce at private dining room.



Figure 448. Non-original surface-mounted light at stone terrace.

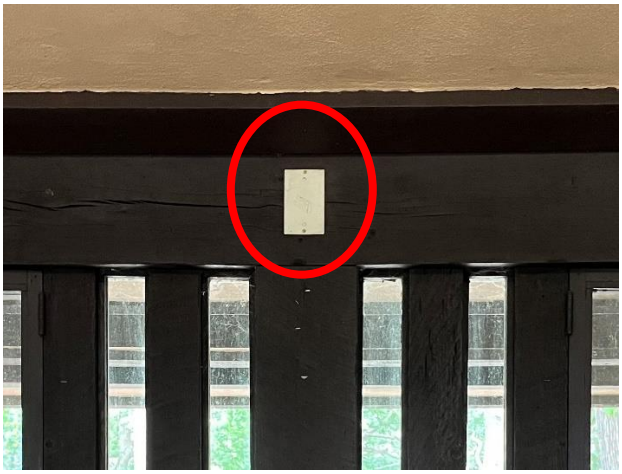


Figure 449. Cover plate over abandoned junction box.

Plumbing

Historically, the building included a kitchen and housed two water reservoirs. The historic plumbing pipes appear to have been removed.

Mechanical Systems

The building does not have a mechanical, ventilation, or air conditioning system. Historically, the building was heated using the fireplaces. Passive ventilation was facilitated through window and door openings.

Fire Protection Systems

The building does not have a fire alarm system.

Condition Assessment

Stone

- *Spalling and Deterioration of Stone Along Mortar Joints*. At a few locations, spalling and erosion of the stone was observed along mortar joints (Figure 450, Figure 451, and Figure 452). The mortar joints remain intact; however, the stone is deteriorated and there are gaps or spalls along the joints.
- *Individual Cracks Stone Units at Retaining Wall.* The retaining wall that supports the stone balustrade at the top of the archway stair has individual units that are cracked. At a few locations, the cracking extends the full depth of the stone and the stone has displaced (Figure 453).
- *Spalled Stone at Anchor Penetration.* One of the stone stair treads at the east stair has spalled (Figure 454). The spall is associated with embedded anchors for a stair railing. The embedded steel guardrail post is in good condition but the metal anchors used to secure the guardrail were observed to be corroded.

- *Cracked and Spalled Stone Pavers*. Several of the stone pavers at the stairs have distress that include cracking at stone tread units, surface spalling and pitting, and full-depth spalling of the pavers. Cracking typically extends across stone units and measures less than 1/16 inch wide. Surface spalling was observed at the face of stone units and consists of a loss of surface material to a depth of as much as 1/2 inch (Figure 455). Localized areas of full depth stone paver spalls were observed at stair treads and landings, where the edge of the stone paver is exposed to view (Figure 456).
- *Erosion of Foundation at Stone Paving.* The stone paving at the north end of the covered stone terrace is cracked and displaced. The cracking runs along joint lines, parallel to the length of the terrace. The stone units to the west of the crack are displaced and sloped away from the terrace (Figure 457). Stone units around the base of the stone terrace piers were likely installed onto the concrete foundation of the pier and remain intact and level (Figure 458).
- *Cracking at Stone Below Coping.* Cracking was observed at the west stair that extends from an open crack, measuring 1/8 inch wide, and vertically through stone units and mortar joints (Figure 459 and Figure 460). The cracking extends the full height of the wall and the lower 5 feet exhibited soiling and staining indicative of water infiltration (Figure 461).
- *Cracking at Stone Pavers*. Cracking was observed at the stone paving at the east end of the bridge. The crack is located along the south side of the bridge and extends for approximately 15 feet, parallel to the south wall of the bridge and to the south terrace door (Figure 462). The crack extends through stone units, mortar joints, and cementitious patch repairs that were likely installed to address damage to the stone.
- *Vertical Cracking at Exterior Face of East Fireplace.* At the east fireplace, vertical cracking extends through mortar joints and stone units from the roof to a face bed stone mantel unit over a firebox opening (Figure 463). The crack is as wide at 1/8 inch but decreases in width at the lower portion of the wall. A similar pattern of vertical cracking was also observed at the west fireplace. The hairline cracking extends through mortar joints and several stone units below a face bed stone unit (Figure 464).
- *Crack at Stone Mantel.* The stone mantel at the east fireplace has a crack, measuring as wide as 1/4 inch, that extends down the center of the unit (Figure 465). Evaluation of the stone using a sounding mallet indicated that the crack extends the full depth of the stone. The mantel is supported on the arch of the stone firebox. Cracking was observed at the mortar joints between the stone voussoirs; however, there is no displacement of the stone (Figure 466).
- *Open Joints at Stone.* The stone hearth at the east fireplace has open mortar joints between stone units as well as at the brick firebox (Figure 467).
- *Displaced Firebox Brick.* The thin brick cladding at the firebox of the west fireplace has broken and come loose from the wall. Approximately four of the upper brick units have become loose (Figure 468). One stone unit at the fireplace surround has a large spall (Figure 469).
- *Spalled Stone Unit*. The bottom of the stone keystone at the fireplace mantel has spalled (Figure 470). The spall measures approximately 2 inches square. Black soot staining suggests that the spall may have been associated with exposure to high heat from fires.

- *Cracking at Copings and Projecting Stone Units.* Cracking was observed at the upward-facing surface of several ledge, coping, and projecting stone units (Figure 471). The stone units were found to be unsound when evaluated with a sounding mallet; however, these units remained stable in their current location. At several locations, previous repairs have been performed to treat the crack (Figure 472).
- *Cracking at Stair Setting Beds.* Cracking was observed at the mortar joint between one of the stone-paved stair treads and the stone-clad face of the stair riser (Figure 473).
- *Biological Growth.* Biological growth was observed at the stone units, specifically at the stone wall above a planter box at the covered stone terrace and at base course units (Figure 474). Some biological growth was also observed at the concrete framing at the covered stone terrace. At a few locations, moss and small plants were growing in recesses in the stone and at projecting surfaces created by the stone coursing (Figure 475).
- *Black Soiling.* Black soiling was observed at the stone units at the cheek wall for the east stair (Figure 476). The soiling had a pattern consistent with water runoff from above.
- *Divots and Voids in Stone.* At several locations, large divots and voids were observed in the stone (Figure 477). The voids appear to be associated with natural erosion of the stone that may have been accelerated at isolated locations on the stone. Voids and divots in the stone have the potential to collect more debris, water, and biological growth.
- *Chipped Stone Drip Ledge.* At the east elevation of the archway, there are thin stone ledges intended to direct water to the sides of the arch. The stone ledges have chipped (Figure 478).



Figure 450. Spalling and erosion of stone along a mortar joint.



Figure 451. Spalling and erosion of stone along a mortar joint. Arrow shows continuous mortar above a stone spall.



Figure 452. Spalling and erosion of stone along a mortar joint.



Figure 453. Cracking extending the full depth of the stone, with stone displaced.



Figure 454. Spall at the end of a stone stair tread at the east stair.



Figure 455. Surface spalling at the face of a stone unit.



Figure 456. Localized spall the full depth of a stone paver.



Figure 457. Displaced stone unit, sloped away from the terrace.



Figure 458. Displacement of stone pavers adjacent to concrete footing for pier.



Figure 459. Cracking at coping unit.



Figure 460. Cracking at stone wall that extended from coping.



Figure 461. Efflorescence at lower portion of a vertical crack.


Figure 462. Cracking at stone floor pavers.


Figure 463. Vertical cracking at west room fireplace.


Figure 464. Vertical cracking at west room fireplace.


Figure 465. Cracking at mantel of east room fireplace.


Figure 466. Cracking at stone below mantel at east room fireplace.


Figure 467. Open joint at hearth stone.



Figure 468. Four of the upper brick units that are loose.



Figure 469. Spalled stone unit adjacent to firebox.



Figure 470. Spall at the bottom of the stone keystone at the fireplace mantel.



Figure 471. Cracking at the upward-facing surface of a ledge unit.



Figure 472. Previously repaired crack. The stone unit was unsound when tapped with a mallet.



Figure 473. Cracking at the mortar joint between a stone-paved stair tread and the stone-clad face of the stair rise.



Figure 474. Biological growth above the planter box at the covered stone terrace.



Figure 475. Plants and biological growth at the stone cladding.



Figure 476. Black-colored soiling at the stone units at the cheek wall for the east stair.



Figure 477. Large divot in stone at coping unit.



Figure 478. Chipped stone ledge unit.

Concrete

- *Cracking at Concrete Paving.* Cracking was observed at the concrete paving of the south terrace (Figure 479). The cracks extend between control joints and exhibit displacement. The cracks align with the edge of the covered stone terrace deck slab and a gap between sections of the retaining wall below (Figure 480).
- *Spalled Concrete Encased Lintel.* The concrete encasing the metal lintel over the west fireplace has spalled and the steel is exposed to view (Figure 481). The lintel supports two mantel stones and the mortar joint between the stones is cracked. In addition to the distress at the mantel, the brick cladding at the firebox below the lintel is loose and displaced (Figure 482).
- *Spalled Concrete*. The decorative concrete brackets at the underside of the planter box that surrounds the balcony have spalled and the steel reinforcing is exposed to view (Figure 483). The reinforcing exhibits minor surface corrosion. Spalling and cracking was also observed at the vertical surface of the planter boxes and balcony soffit (Figure 484).
- *Cracking and Spalling at Concrete Flooring*. Cracking and spalling was observed at the concrete flooring of the north annex (Figure 485 and Figure 486). Hairline cracks radiated from a location with a previous patch repair. Spalling was observed near the base of a door frame.
- *Open Joint Between Paving Units.* The joint between the non-original concrete paving and stone paving at the top of the archway stair is open (Figure 487). The mortar is cracked and has fallen loose at many locations along the joint.
- *Moisture Staining.* Moisture staining was observed at the concrete at the underside of the balcony (Figure 488). The staining is most prevalent along the edges of the balcony and at an embedded abandoned electrical junction box. The tinted finish on the concrete has eroded.



Figure 479. Cracking at the concrete paving of the south terrace.



Figure 480. Crack aligned with the edge of the covered stone terrace deck slab.



Figure 481. Spalled concrete exposing the metal lintel over the west fireplace.



Figure 482. Displaced and loose brick cladding at the firebox.



Figure 483. Spall at concrete bracket at balcony.



Figure 484. Spall of concrete at balcony edge.



Figure 485. Cracking and spalling at the concrete flooring of the north annex.



Figure 486. Crack and spall at concrete flooring of north annex.



Figure 487. Open joint between concrete sidewalk and stone stair.



Figure 488. Moisture staining at the concrete at the underside of the balcony.

Wood Structure

- *Splits and Cracks in Wood Post Framing.* A number of the 8 inch by 8 inch wood wall framing posts exhibit splits that extend most of the height of the post (Figure 489). At approximately three locations along the west elevation of the east room, the splits are full depth, measure approximately 1/2 inch wide, and could be viewed from the interior and exterior (Figure 490). Where multiple split wood posts were observed, such as at the west elevation of the east room, other distress conditions were also observed, such as door frames that are not plumb and sagging, displacement and bowing of wood roof framing beams, and separations at joints between wood framing members (Figure 491, Figure 492, and Figure 493).
- *Spits and Displacement of Wood Beams.* Splits were observed along the center of some wood roof beams that span across the east room (Figure 494 and Figure 495). The splits extend most of the length of the beams. In addition to splits, the beams appear to be bowed and displaced at the center. When evaluated with a level, the displacement was measured to be 1/8 inch per foot at some locations. The areas with the most significant distress align with the three wood framing posts that exhibit distress, as described above.
- *Splits at Bridge Framing.* The east portion of the south bridge framing member exhibits a split that extends approximately 20 feet along the middle of the wood beam (Figure 496). The split originates from a dovetail joint and anchor connection between framing members.
- *Irregularities in Wood Bridge Decking.* The bridge deck surface is irregular and appears to have localized areas where the flooring is crowned (Figure 497). Many of the wood members also exhibit some warping which has caused open joints between the wood floor beams (Figure 498). It does not appear that the bridge deck was originally intended to have a finished and level floor surface as evidenced by all of the wood beams having slightly different heights. The irregularities appear to have been accentuated by warping and twisting of the deck beams.



Figure 489. Vertical split in wood post framing viewed from interior.



Figure 490. Vertical split in wood post framing, viewed from exterior.



Figure 491. Door leaf out of plumb near area of displaced roof framing.



Figure 492. Vertical splits in wood post framing, viewed from exterior.



Figure 493. Separations at joint between wood framing members.



Figure 494. Split along the center of a roof beam that spans across the east room.



Figure 495. Splits along the center of a roof beam that spans across the east room.



Figure 496. An approximately 20-foot-long split extending though the middle of the wood beam at the east portion of the south bridge framing member.



Figure 497. Irregular bridge deck surface and localized crowned area.



Figure 498. Open joint between wood floor beams resulting from warping.

Wood Elements

- *Deteriorated Wood at Terrace Guardrails.* Distress and deterioration at the wood railings included open joints at mitered corners, biological growth, bowed and twisted boards, peeling paint, splits, insect damage, and areas where wood was found to be damp and soft when probed with an awl (Figure 499, Figure 500, Figure 501, and Figure 502).
- *Pest Infestation.* Insect nests were observed at window openings, and at projecting stone units on the building facade (Figure 503 and Figure 504).



Figure 499. Deterioration at wood top rail of balcony guardrail.



Figure 500. Severe deterioration and biological growth at wood of top rail of railing.



Figure 501. Severe deterioration and biological growth at wood of top rail of railing.



Figure 502. Severe deterioration and biological growth at wood of top rail of railing.



Figure 503. Insect nest at wood window framing.



Figure 504. Birds nest at recess between stone units.

Ferrous Metal Elements

- *Corrosion of Steel Post Supports at Guardrails.* The steel plates that support the wood posts for the terrace guard rails exhibit surface corrosion (Figure 505).
- *Abandoned Anchors.* At a few locations, metal anchors, junction boxes, and eye hooks were observed at the stone cladding and stucco soffits that are no longer being actively used (Figure 506 and Figure 507). The anchors and embedment's exhibit surface corrosion with some staining or cracking of the adjacent stone or stucco.



Figure 505. Surface corrosion at a steel plate that supports a wood post for the terrace guard rail.



Figure 506. Corroded embedded steel anchor in the stone.



Figure 507. Abandoned junction box in the soffit has resulted in cracking of the adjacent stucco.

Roofing

- *Mild Biological Growth at Roof.* The roof was recently replaced. Mild biological growth was observed at the west-facing slope of the roof (Figure 508). The growth consisted of a slight green discoloration on some of the shingles.



Figure 508. Mild biological growth at the west-facing slope of the roof.

Stucco/Plaster

- *Gaps in Wall Framing.* Gaps and open joints were observed between the stucco wall and the wood post framing (Figure 509 and Figure 510). The gaps measure as much as 1/4 inch in width and daylight was visible through the joint.
- *Cracking of Stucco Finish.* A vertical hairline crack and evidence of a previous patch repair were observed at the stucco finish (Figure 511). The crack appears to extend from the corner of the non-original electrical box embedded in the wall. The cracking may be associated with installation of the non-original box.
- *Previous Stucco Repairs.* Previous localized patch repairs have been performed at the stucco. The patches were typically not painted (Figure 512).
- *Unsealed Wall Penetrations.* Non-original penetrations in the stucco walls are typically associated with installation of non-original electrical conduit. Some of the penetrations were not treated, leaving a gap between the conduit and stucco (Figure 513).
- *Peeling Paint at Stucco.* At a few locations, the paint at the stucco walls has failed and the underlying stucco is exposed to view (Figure 514).



Figure 509. Gap between stucco wall framing and wood post framing.

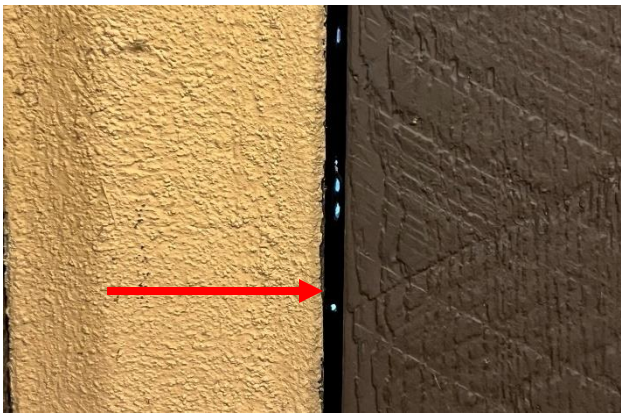


Figure 510. Open joint between stucco wall framing and wood post framing.



Figure 511. Vertical hairline crack extending from the corner of a non-original electrical box.



Figure 512. Unpainted patch at previous patch repair.



Figure 513. Untreated penetration with gap between conduit and stucco.



Figure 514. Failed paint at stucco wall exposing the white underlying stucco.

Windows

- *Wood Deterioration.* Deteriorated wood was observed at window and framing, casings, and trim. The distress included checking, splits, peeling paint, and areas where the wood was soft when probed. The distress was typically located at the bottom of vertically oriented wood members, at the end grain of boards, and at sills (Figure 515).



Figure 515. Distress at bottom of vertically oriented wood member.

Doors

- *Cracking at Concrete Lintel.* A crack, measuring 1/16 inch wide, was observed to extend the full depth of the concrete lintel that spans across a door opening at the west elevation of the east pavilion. There was evidence of moisture staining and infiltration along the crack (Figure 516). There was no visible displacement at the lintel and there does not appear to be an immediate safety concern.
- *Corrosion at Door.* Corrosion was observed at the hollow core metal door. The corrosion was most prevalent along the bottom of the door leaf and at the head of the door frame (Figure 517 and Figure 518). The corrosion has resulted in localized areas with full section loss of the steel.
- *Broken Glazing.* At least one glass light at a door was observed to be cracked (Figure 519). The cracked glazing was located at the south door opening on the east pavilion. The existing glass is secured in place and does not present an immediate safety concern.

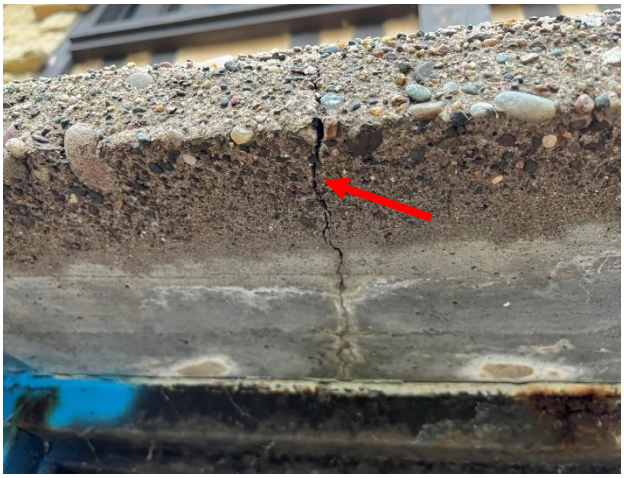


Figure 516. Cracking at concrete lintel with evidence of moisture staining and infiltration along the crack.



Figure 517. Corrosion along the bottom of the door leaf.



Figure 518. Corrosion at the head of the door frame.



Figure 519. Cracked glass light at door.

Mechanical, Electrical, and Plumbing

- *Missing Light Fixture.* Light fixtures at the west elevation, adjacent to the balcony, appear to have been intentionally removed and are not being maintained as sources of illumination. The framing for the light has been removed and the wires are exposed to view. At other locations, such as at the stone archway, it appears that the light bulb and lens are missing or have been removed and not replaced (Figure 520). The recessed fixture remains in serviceable condition.



Figure 520. Removed light that has not been replaced.

SIGNIFICANCE AND INTEGRITY

National Register Significance Evaluation

The National Register of Historic Places is the official list of the nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.[142]

The significance evaluation identifies the important historical associations of the property, and comments on its architectural, archeological, and social values as they relate to the criteria established for the National Register of Historic Places. A property's significance is tied to a discrete period of time in which its important contributions were made and to relevant national, state, and local historic contexts.

Significance Criteria

In order for a property to be eligible for inclusion in the National Register of Historic Places, it must possess significance under one of four criteria. The Criteria for Evaluation for listing in the National Register of Historic Places state:

> The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:
>
> A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
> B. That are associated with the lives of persons significant in our past; or
> C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
> D. That has yielded, or may be likely to yield, information important in prehistory or history.
>
> **Criteria Considerations**
>
> Ordinarily cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:
>
> a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
> b. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
> c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life; or

[142] National Park Service, "National Register of Historic Places," https://www.nps.gov/subjects/nationalregister/index.htm, accessed August 2022.

d. A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
g. A property achieving significance within the past 50 years if it is of exceptional importance.[143]

In 1973, Eagle Point Park was determined eligible for listing in the National Register of Historic Places.[144] The park was formally listed in the National Register of Historic Places as part of the *Eagle Point Park Historic District* nomination, dated November 27, 2017. The nomination notes that the historic district is significant under National Register Criteria A and C and identifies thirty contributing resources and four non-contributing resources. Contributing resources include six sites, five structures, five objects, and fourteen buildings. The Indian Room, Veranda Rooms, and Bridge Complex are all listed as contributing buildings.

The nomination outlines three historical context periods under which the park has significance. The first period, referred to as *The City Beautiful Movement and Advocating Urban Parks*, includes the park's early history and development. The park was established at the recommendation of Charles Mulford Robinson, an advocate of the City Beautiful Movement who eventually went on to design a plan for the City of Dubuque that included Eagle Point Park. Robinson solicited the assistance of Charles Nassau Lowrie to design the park. The tree-lined roads, walkways, and framed views can be attributed to this early plan.

The historical context entitled *Influence of the Prairie School: The WPA, Alfred Caldwell and His Legacy*, is related to new construction and improvements. By the 1930s, the needs of park visitors had shifted from an approach of strolling and viewing the picturesque scenery to a focus on communal activities such as picnicking, recreation, and sports. Improvements to the park were facilitated through Civil Works Administration (CWA, the successor organization to the Works Progress Administration) funding and support and were implemented using the principles of Prairie style architecture and design. This period was characterized by the influence of Alfred Caldwell, Park Superintendent from February 1934 to January 1936, and his legacy as continued by his successor Wendelin Rettenberger. The context identifies Alfred Caldwell's plan for a "City in a Garden" within Eagle Point Park that called for a series of buildings and built features that were connected by covered walkways and landscaped areas. The plan included buildings, a ledge garden, water feature, council rings, and horseshoe pits. Only the Indian Room, Veranda Rooms, Bridge Complex, and adjacent landscape features were constructed.

The third context period is entitled *Post World War II Optimism: The Baby Boom and Community Concerns* and is associated with the active and continued use and development of the park. Throughout the mid-

[143] *Code of Federal Regulations, Title 36, Part 60,* "The National Register Criteria for Evaluation."

[144] Dr. Julie Schlarman and the City of Dubuque Planning Services Department, *Eagle Point Park Historic District National Register of Historic Places*, section 7, 38.

twentieth-century, the park continued to be used as a recreational and gathering spot for the community. Playground, picnic shelters, and band shells were constructed to support the use of the park.

The Indian Room, Veranda Rooms, and Bridge Complex, designed and constructed between 1934 and 1937, are significant as they relate to the second and third historical contexts identified in the nomination. The buildings are significant under Criterion A as part of a broad pattern of development constituted by the CWA and its successor, the WPA. Eagle Point Park was awarded a $200,000 WPA grant that led the City to hire Alfred Caldwell as Park Superintendent, and to a period of construction and development characterized by a cohesive architectural and landscape plan influenced by Prairie style design.

The buildings are also significant under Criterion C as distinctive examples of Prairie style design implemented by Alfred Caldwell in his role as Park Superintendent and as a part of his "City in a Garden" design concept. The influence of the Prairie style is exemplified by the use of local and naturally occurring construction materials such as stone and wood, accentuation of horizontal lines in the building design and construction, high-quality craftsmanship and unique detailing, seamless flow between interior and exterior spaces, large expanses of windows, and open interior floor plans. At Indian Room, Veranda Rooms, and Bridge Complex, the Prairie style design is harmoniously conveyed through the architecture, built landscape features, and landscape design.

The Eagle Point Park Historic District nomination suggests that, while the district is locally significant, the resources constructed as part of the "City in a Garden" plan may have national significance. The nomination paraphrases an excerpt from the Society of Architectural Historians (SAH) online publication *Archipedia*. The description states:

> Two of the most memorable examples of Prairie School landscape architecture are situated in Iowa. One of these is the Rock Glen development in Mason City, designed by Walter Burley Griffin; the other is Eagle Point Park in Dubuque. . . .
>
> The designer of Eagle Point Park with its "nature-aiding" park structures was the Chicago-trained landscape architect Alfred Caldwell. Caldwell . . . devised a plan that he named "The City in a Garden." With a large WPA crew funded through the federal government's relief programs of the depression years, Caldwell built his own version of Frank Lloyd Wright's Taliesin at Spring Green, Wisconsin. In lookouts, pavilions, shelters, stone circles, pools, and pathways he brought together the "organic" sensitivity of Wright in architecture and of Jens Jensen in landscape architecture. Native limestone was the fundamental building material, and he treated it so that the structures read as manmade, but at the same time their layered horizontality reflected the character of the nearby native limestone outcroppings. Just as William Steele and Purcell and Elmslie's Woodbury County Courthouse in Sioux City represents the high point of public architecture for the Prairie School, Caldwell's work at Eagle Point Park is a near-perfect summation of "organic" landscape architecture.[145]

A National Register of Historic Places *Eligibility Review* document, dated October 13, 2023, and signed by the Iowa SHPO, provides concurrence that the Eagle Point Park Historic District has State Level significance. The review also recommended an amendment to the National Register nomination to reflect the change in level of significance. In the review, the SHPO had the following comment: "Eagle Point Park

[145] David Gebhard and Gerald Mansheim, "Eagle Point Park Pavilions," [Dubuque, Iowa], SAH *Archipedia*, Gabrielle Esperdy and Karen Kingsley, eds. (Charlottesville: University of Virginia Press, 2012), http://sah-archipedia.org/buildings/IA-01-ME190, accessed December 4, 2024.

is an important early example of Alfred Caldwell's park design and maintains excellent integrity. There is no comparative park located within the State of Iowa and additional research is recommended to determine the possibility of National Significance."[146]

Period of Significance

The National Register nomination for the Eagle Point Park Historic District identifies a period of significance extending from 1908, when the land for the park was acquired, to 1966, fifty years before the nomination was written. As described above, the nomination outlines three historical contexts, each of which spans a sub-period of significance. The historical context and justification for the period of significance include the following:

The City Beautiful Movement and Advocating Urban Parks

- Period of Significance: 1908 to 1933.
- The period begins with acquisition of land for the park in 1908 and extends to the period of park improvement made under the CWA and WPA in the 1930s.

Influence of the Prairie School: The WPA, Alfred Caldwell and His Legacy

- Period of Significance: 1933 to 1952.
- The period begins with improvements and new construction within the park associated with funding made available by the CWA WPA in the 1930s and extends to 1952, with the retirement of Wendelin Rettenberger, the successor to Alfred Caldwell as the Park Superintendent.

Post World War II Optimism: The Baby Boom and Community Concerns

- Period of Significance: 1953 to 1966.
- The period captures the continued usage of the park for its original function.

As stated above, the Indian Room (constructed in 1934), Veranda Rooms (constructed in 1937), and the Bridge Complex (constructed in 1936) are primarily associated with *Influence of the Prairie School* historic context and continue into the *Post World War II Optimism* historic context, suggesting a sub-period of significance of 1933 to 1966 for the three buildings. This would include the period of design and construction of the three buildings as well as maintenance and early repairs and alterations to the structures.

The existing Eagle Point Park Historic District National Register nomination should be amended to reflect the Iowa SHPO concurrence that the site is significant at a State level and potentially at a National level. Additional discussion about the recommended amendment is included in the *Recommendations* section below.

[146] *Eligibility Review, National Register of Historic Places: Eagle Point Park Historic District*, dated October 13, 2023. Reviewed by Lorinda Bradley, National Register Coordinator, of the Iowa State Historic Preservation Office.

Character-Defining Features

The historic nature of significant buildings and structures is defined by their character, which is embodied in their identifying physical features. Character-defining features can include the configuration of a building; its materials, craftsmanship, interior spaces, and features; and the different components of its surroundings.

The following list identifies existing character-defining features of the Indian Room, Veranda Rooms, Bridge Complex, and their immediate site:

Site

- Stone promenade that extends north–south along the west side of the site.
- Various stepped stone terraces that extend off the main stone promenade, many of which feature unique stone accents, benches, and planters that are integrated into the construction.
- Stone walkways and low-rise steps that extend from the terrace and promenade to the Southern Gate Road.
- Plan and stonework at the landscaped outdoor room that extends from the east elevation of the Indian Room, including the stone retaining walls, low-height walls, and piers.
- Stone drinking fountains at either side of the semicircular terrace.
- Dry-laid stone retaining wall that extends north–south across the east side of the site and is incorporated into the structure of the east pavilion of the Bridge Complex.
- General site plan, layout, and relationship between the three buildings and the adjacent site features.

Indian Room

- General massing and form.
- Relationship of the restroom wing to the adjacent stone promenade.
- Configuration of window and door openings.
- Rock-faced random coursed ashlar stone construction at the walls including projecting stone units and projecting watertable courses.
- Hip roofs with wood shingles, wide overhanging eaves, and stone chimneys.
- Large window opening at the east elevation and ribbon window openings at the restroom wing.
- Recessed entrance vestibule at the restroom wing.
- Exterior balconies.
- Open interior space.
- Stone double fireplace and chimney. Fireplaces feature large stone mantles, face-bed stone units, carved stone units, and crafted coursing patterns.
- Interior Juliet balcony.
- Mural that wraps the upper portion of the interior walls.
- Original plaster ceiling with wood trim.
- Stone-paved flooring.

Veranda Rooms

- General massing and form.
- Relationship of the building to the stone-paved terrace
- Configuration of window and door openings.
- Rock-faced random coursed ashlar stone construction at the walls including projecting stone units, projecting watertable courses, and face bed stone units.
- Wood-framed exterior stucco wall at the east elevation.
- Hip roof with wood shingles, dormer windows, stone chimney, and wide overhanging eaves.
- Wrapping window openings with casement windows at the north and south elevations and the casement windows at the east elevation.
- Stone fireplaces and chimneys at the east elevation. The exterior features of the chimneys include the design and configuration of the stone mantel, decorative carved stone features, and steel fixtures. The interior fireplaces include a raised stone hearth, stone mantel, and crafted coursing patterns.
- Original wood exterior doors.
- Exposed wood roof rafters.
- Original interior plaster ceiling and walls with wood baseboard and trim.
- Cementitious interior flooring painted red and green.
- Dropped soffit and nook at the south end of the south room.

Bridge Complex

- General massing and form.
- Relationship of the building to the Southern Gate Road.
- Configuration of window and door openings.
- Rock-faced random coursed ashlar stone construction at the walls including projecting stone units, projecting watertable courses, face bed stone units, carved stone units, and crafted coursing patterns.
- Complex hip roof with wood shingles, wide overhanging eaves, wide gutters, and stone chimneys.
- Exterior stone stairs and unique stone details integral to the construction of the west stair, east stair, and archway stair.
- Covered stone terrace at the lower level of the building.
- Stone archway that extends under the east pavilion of the building.
- Lookout tower at the west pavilion with stone and wood walls and casement windows.
- Relationship of the building to the adjacent north and south terraces.
- Covered entrance at the east elevation.
- Exterior balcony with original wood railing and planter box at the west elevation.
- Stone chimneys and fireplaces. Chimneys include the east chimney with two exterior fireboxes and an interior firebox, and the trapezoidal stone chimney with multiple fireboxes at the west pavilion. Fireboxes include massive stone mantles, decorative carved stone units, face-bed units, and crafted coursing patterns.
- Open interior space.
- Stone-paved flooring.

- Wood decking at the bridge, which is visible at the interior and exterior.
- Sunken firepit at the lower level of the lookout tower that is defined by a screen of coursed horizontally oriented stone units and is adjacent to the west chimney.
- Stucco and plaster walls with exposed wood framing.
- Wood flooring at lookout room.
- Exposed roof framing at interior spaces, specifically at the bridge and east room, which feature more complex roof construction.
- Original wood doors with double-action hinges and slide locks.
- Historic interior light fixtures.

Assessment of Integrity

Assessment of integrity is based on an evaluation of the existence and condition of the physical features that date to a property's period of significance, taking into consideration the degree to which the individual qualities of integrity are present. The seven aspects of integrity as defined in the National Register Criteria for Evaluation are location, design, setting, materials, workmanship, feeling, and association. As noted in the *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*:

> Location is the place where the historic property was constructed or the place where the historic event occurred. . . . Design is the combination of elements that create the form, plan, space, structure, and style of a property. . . . Setting is the physical environment of a historic property. . . . Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. . . . Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. . . . Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. . . . Association is the direct link between an important historic event or person and a historic property.[147]

To have integrity, the property must retain the essential physical features that enable it to convey its historical significance. The essential physical features are those features that define both why a property is significant (National Register criteria) and when it was significant (period of significance). The *National Register Bulletin: How to Apply the National Register Criteria for Evaluation* defines integrity as "the ability of a property to convey its significance."[148]

The historic integrity of the three buildings; Indian Room, Veranda Rooms, and Bridge Complex, has been assessed as a single collection of buildings that were constructed as part of the "City in a Garden" design concept, rather than as individual buildings. Based on the information presented in the Eagle Point Park Historic District National Register nomination as outlined above, we evaluated the historic integrity assuming a sub-period of significance from 1933 to 1966. An assessment of integrity is as follows:

[147] *National Register Bulletin: How to Apply the National Register Criteria for Evaluation* (Washington, D.C.: Government Printing Office, 1997), 44–45.

[148] Ibid.

Integrity of Location. The Indian Room, Veranda Rooms, and Bridge Complex collectively retain integrity of location. The buildings remain in their original location within Eagle Point Park at the top of a hill.

Integrity of Design. The three buildings retain integrity of design. The buildings and surrounding site features were constructed in the Prairie style, different from the rustic "lodge" form typically constructed by the WPA. The use of natural materials, fluidity between interior and exterior spaces, focus on craftsmanship, accentuation of the horizontal planes and lines, and open interior spaces are all features of original construction that remain present in the buildings. The buildings all convey integrity of design dating to their period of significance.

Integrity of Setting. The three buildings retain integrity of setting. The buildings retain their original setting along the Southern Gate Road, the main thoroughfare through the park. The buildings were constructed as part of an integrally connected collection of stone terraces, promenades, walkways, retaining walls, and stairs. All of the site features remain today and continue to be integrated with the design, use, and access of the buildings.

Integrity of Materials and Workmanship. The three buildings retain integrity of materials and workmanship. When constructed, the three buildings conveyed a high level of stone and wood craftsmanship and skill that is still present in the structures today. Some minor alterations have been performed to the buildings over the years that have included enclosing (and later restoring) the covered patio at the east pavilion of the Bridge Complex, repaving and replacement of railings at the north and south terraces, and renovation of the restroom wing at the Indian Room. Despite these alterations, the Indian Room, Veranda Rooms, and Bridge Complex retain integrity of materials and workmanship dating to their period of significance.

Integrity of Association. The Indian Room, Veranda Rooms, and Bridge Complex retain integrity of association. Significant for their architecture and design as well as the broad pattern of park development under the CWA and WPA, the buildings and surrounding landscape features remain as a cohesive collection of resources that exemplify Prairie style architecture and design and convey their use as public buildings intended for community use and recreation.

Integrity of Feeling. The Indian Room, Veranda Rooms, and Bridge Complex collectively retain integrity of feeling. The three buildings were constructed as part Caldwell's "City in a Garden" plan, which included a series of integrated site features. The collection of resources was set on the bluff of a hill, surrounded by mature trees. The intent of the "City in a Garden" design was to provide buildings and resources for the public to gather that were integrated with the surrounding picturesque landscape. All of the buildings and resources constructed in the study area during the period of significance remain. The buildings convey their original feeling as park buildings intended for public use and gathering that are integrated into the landscape.

TREATMENT AND USE

Requirements for Treatment and Use

The Indian Room, Veranda Rooms, and Bridge Complex were determined eligible for listing in the National Register of Historic Places in 1973 and officially listed as part of the Eagle Point Park Historic District in 2017.[149] The buildings are significant as exceptional examples of the Prairie style conveyed through the architectural and landscape design, as well as for their association with the CWA and WPA and the broad pattern of development associated with those programs, specifically at Eagle Point Park. As such, treatment and use of the three buildings should be considered within the context of relevant legal mandates, policy directives, and treatment guidelines for historic structures. The buildings should be understood for their historic significance and preserved for the education, use, and enjoyment of present and future generations.

Laws, Regulations, Functional Requirements, and Treatment Guidelines

Key laws, regulations, and functional requirements that apply to the recommended work include the following:

- Secretary of Interior's Standards for the Treatment of Historic Properties
- Americans with Disabilities Act (ADA)
- City of Dubuque Building Code (which references the 2021 IBC and 2021 IEBC)
- Iowa Statewide Urban Design and Specifications (2023 Edition)

In response to these laws and regulations, threats to life safety, if present, should be addressed in the repair of the buildings. Conditions were observed at the Veranda Rooms and Bridge Complex that may be potential structural concerns and should be evaluated. These include the wood roof framing at the Veranda Rooms roof, wood roof framing at the east room of the Bridge Complex and the stone retaining wall. In the 2021 editions of the *International Existing Building Code*, which is referenced in the City of Dubuque Building Code, Section 507–Historic Buildings states:

> 507.1 Historic buildings. The provisions of this code that require improvements relative to a building's existing condition or, in the case of repairs, that require improvements relative to a building's predamage condition, shall not be mandatory for historic buildings unless specifically required by this section.
>
> 507.2 Life safety hazards. The provisions of this code shall apply to historic buildings judged by the building code official to constitute a distinct life safety hazard.
>
> 507.3 Flood hazard areas. Within flood hazard areas established in accordance with Section 1612.3 of the International Building Code, or Section R322 of the International Residential Code, as applicable, where the work proposed constitutes substantial improvement, the building shall be brought into

[149] Gebhard and Mansheim, "Eagle Point Park Pavilions," [Dubuque, Iowa], SAH *Archipedia*, Esperdy and Kingsley, eds., http://sah-archipedia.org/buildings/IA-01-ME190.

compliance with Section 1612 of the International Building Code, or Section R322 of the International Residential Code, as applicable:

Exception: Historic buildings meeting any of the following criteria need not be brought into compliance:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined by the Secretary of the US Department of Interior as **contributing** to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

507.4 Structural. Historic buildings shall comply with the applicable structural provisions in this chapter.

Exceptions:

1. The code official shall be authorized to accept existing floors and existing live loads and to approve operational controls that limit the live load on any floor.
2. Repair of substantial structural damage is not required to comply with Sections 405.2.3, and 405.2.4. Substantial structural damage shall be repaired in accordance with Section 405.2.1.[150]

Additional codes related to historic buildings are outlined in *Chapter 12: Historic Buildings* of the 2021 IEBC. The IEBC exceptions noted above pertain to the three buildings and immediately adjacent landscape features evaluated as part of this HSR, as well as those considered contributing to the Eagle Point Park Historic District as a property listed in the National Register.

As the Indian Room, Veranda Rooms, and Bridge Complex are historic sites and are part of a historic district listed in the National Register of Historic Places, alternatives to full prescriptive legislative and code compliance should be considered where such compliance would compromise the integrity of the character-defining features of the buildings.

Alternatives for Treatment and Use

The U.S. National Park Service has developed definitions for the four major treatments that may be applied to historic structures: preservation, rehabilitation, restoration, and reconstruction. The four definitions are as follows:

> **Preservation** is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

[150] International Code Council, Inc., *International Existing Building Code 2021* (Country Club Hills, Illinois: International Code Council, 2021).

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.[151]

Of the four treatment approaches, ***preservation***, which involves sustaining the building or structure in its existing form, is most appropriate for the three buildings at Eagle Point Park, given the significance and integrity of the structures. The overarching treatment *preservation* allows for minor modifications as needed to address distress conditions and code-related work, thus accommodating continued use of the property. Preservation is to some extent in progress as a result of ongoing repairs and cyclical maintenance implemented by the park. Alterations and repairs to the buildings and site, as performed by the park have retained historic features and materials. Repairs and modifications have included alterations to the covered patio at the north end of the east pavilion of the Bridge Complex, replacement of terrace railing and decking, modifications to electrical systems and lighting, installation of some modern site features, and alterations to the restrooms to provide modern plumbing and facilities. In general, repairs performed in the last twenty years have strived to replace in-kind and restore the original appearance of the building. For example, non-original metal terrace guardrails were replaced with wood railings similar in design to the original. Also, the covered patio at the north end of the east pavilion was enclosed as part of work performed in 1965. The patio was restored as an open-air pavilion in 2011.

Within the overarching preservation approach for the three buildings, this study recommends making the repairs necessary to stabilize and preserve the three buildings and integrated site features in their existing state for continued use by the park. Future treatment is expected to include stabilization, repair, and maintenance of the buildings.

(Refer to the *Developmental History* and the *Significance and Integrity* sections for further discussion of character-defining features.)

Future use of the three buildings is anticipated to be similar to their current function — a collection of buildings intended for public use as a gathering and recreational place for park visitors.

[151] Anne E. Grimmer, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings* (Washington, D.C.: U.S. Department of the Interior, National Park Service, 2017).

Ultimate Treatment and Use

Guidelines for Treatment

Guidelines and requirements for treatment have been defined based on the preservation objectives and requirements for treatment and use outlined above. All treatment guidelines and recommendations were developed in accordance with the Secretary of Interior's Standards for Preservation.

The Secretary of the Interior's Standards for **Preservation** are as follows:

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.[152]

The basic guidelines for work on the subject buildings and their immediate setting are as follows:

- Undertake all work in compliance with the Secretary of the Interior's Standards for Preservation.
- Retain the character of the historic site by protecting the individual building and the site, including the significant site features.
- Ensure that proposed new elements or construction are compatible with historic character of the building and site.

[152] Secretary of the Interior's Standards for the Treatment of Historic Properties. The guidelines that accompany the Standards also note that where repairs or modifications are made, new materials should be distinguishable from old.

- Protect adjacent natural resources during construction activities.
- Document through detailed as-built drawings, photographs, and written narrative all changes and treatments to the historic site and buildings. Maintain records of treatments and preserve documentation according to professional archival standards.
- Retain features and materials at both the exterior and interior of the buildings that date from the period of significance to the greatest extent possible.
- Incorporate sustainable design principles in all future projects that respect the preservation principles listed above.

Prioritization of Treatment

Based on the condition assessment performed as part of the Historic Structure Report, the following prioritization is recommended for work on the three buildings at Eagle Point Park.

- Structural Repairs, Stabilizations, and Investigation: Repairs and additional evaluations related to the structural stabilization and safety issues should be completed first. This work would include repairs to the deteriorated wood roof framing at the Veranda Rooms and at the east room of the Bridge Complex. Further structural evaluations should be performed at the dry-laid retaining walls to evaluate potential distress conditions. High priority items should be addressed in the next 2 years.
- Exterior Envelope: Work related to the exterior envelope should follow structural repairs, stabilization, and investigation. Work at the exterior envelope would be performed to prevent water infiltration and deterioration of materials, and to address conditions that may lead to continued deterioration and loss of historic fabric. This work would include repairs to the Veranda Room roof to address active water infiltration, repointing and repair of open and deteriorated mortar joints and cracked stone units at the wall, installation of joint treatments at open joints and parapet wall copings and between wall framing members, repair and treatment of deterioration wood guardrails at terraces and balconies, and repair of corroded steel at fireplaces.
- The next priority includes modifications to manage issues required to permit the continued use of the buildings, such as site repairs, improvements to improve universal access to the buildings, repairs to fireplaces, and upgrades to building electrical systems.

Finally, in addition to the specific repairs recommended, cyclical maintenance tasks such as inspection, localized repointing of mortar at stone masonry, replacement of joint sealants, repainting of wood components, roof replacement, regular and routine monitoring of conditions, and other ongoing maintenance tasks should be implemented on a regular schedule to avoid damage to the historic site and building fabric and to reduce the need for large-scale repair projects in the future.

Under the overarching treatment approach of preservation, it is anticipated that the structures will be maintained in their current condition and that a change in use is not anticipated. As outlined above, potential structural issues were identified at the Veranda Rooms and Bridge Complex that should be investigated and may require repair. Conditions at the stone retaining wall also require additional investigation. Other potential repairs under the preservation treatment approach would likely include repairs in-kind that may not require code review.

For more extensive repair and restoration projects, a code analysis is recommended. The analysis would be focused on the codes, current at that time, that are relevant to the scope of work anticipated in the specific project. The analysis, typically performed in the schematic design phase of a project, would assist in development of repairs and, working with local and state agencies, identify alternatives to full prescriptive legislative and code compliance, if necessary.

All work performed on the buildings and site features should be documented through notes, photographs, and measured drawings and/or sketches, as well as with as-built annotations to construction documents (if available) at project completion. These documents should be permanently archived as a record of work completed and for future reference.

RECOMMENDATIONS

The following recommendations have been developed for the stabilization and preservation of the Indian Room, Veranda Rooms, and Bridge Complex, as well as associated site features at Eagle Point Park. All repairs should be developed in accordance with the Secretary of the Interior's Standards for Preservation as outlined above.

Site

The following general recommendations address the goal of maintaining the landscape resources that are an integral part of the historic character and setting for the buildings.

- At present, there is very little exterior lighting at the site and around the building. Most of the lighting comes from street lights located along the Southern Gate Road and at the adjacent surface lots. Exterior lights at the Bridge Complex provide some illumination adjacent to the building. Consideration should be given to restoring wood lamps that were once located across the site, specifically near entrances, at exterior stairs, and defining the perimeter of the site. Historic lighting included wood posts with lanterns installed adjacent to stone parapet walls as well as fixtures mounted to the west elevation of the stone piers at the stone terrace of the Bridge Complex.
- Prepare a Cultural Landscape Report (CLR) to document the historic landscape at Eagle Point Park. A CLR would document the layered and complex history of the site from original development to the present, evaluate the landscape resources, identify significance and integrity, and provide treatment recommendations for the cultural landscape. Specific to this HSR, the CLR would provide recommendations for managing the landscape resources that are integral to the buildings and improving site access. The CLR would also provide a broader historical context for the landscape components, specifically in relation to Caldwell's vision for the "City in a Garden" design concept, under which the Indian Room, Veranda Rooms, and Bridge Complex were constructed. A CLR would also identify, assess, and provide treatment recommendations for other landscape resources significant to Caldwell's vision and influence, such as the ledge garden, council rings, and landscape features associated with the log cabin pavilion at the southern portion of the park.

Stone

- Repairs at Wall.
  - Crack Repairs. Repair cracks wider than 1/16 inch in the stone at walls and copings. Repair should include installation of an appropriate cementitious grout, compatible with the stone and detailed to match the adjacent surface. Hairline cracks do not require repair. If a crack is active (accommodating movement), sealant may be considered for repair; however, sealant crack repairs can be visually intrusive and should be used only where necessary to accommodate movement. These repairs should be detailed to be as unobtrusive as possible. Non-staining sealants matching the color of adjacent mortar should be used; sand can be broadcast into the wet sealant to further conceal the repair. Sealant should not be used for repair of non-moving cracks.

- Small Chips and Spalls. Shallow spalls and chips less than 2 inches square do not require repair unless failure to perform the repair will impact the management and flow of water across the building, such as at some portions of cornice units. At highly visible locations on the walls, consideration can be given to redressing the stone at spall locations. Redressing may vary depending upon the location of the stone. At some locations, redressing may include removal of loose material and retooling with a rock-faced finish to facilitate water runoff. For carved stone units, retooling may include re-establishing a decorative carving or combed texture along the edge of the stone.
- Large Incipient Spalls and Areas of Unsound Material. Remove areas with large incipient spalls or unsound material and replace with new matching stone units or dutchman units as appropriate, depending on the size of the repair at all three buildings. Stone coping units with multiple cracks and spalls may require replacement with new stone units. The new stone should match the color, texture, and pattern of the existing stone. Consideration can be given to redressing areas with large shallow spalls.
- Pitting. Naturally occurring pits in the stone do not require repair.

- Repairs at Mortar Joints.
  - In general, the mortar at joints between stone units is intact and does not require comprehensive repointing. Localized repointing should be performed to address deteriorated, eroded, or open mortar joints. For all of the buildings and built landscape features, the repointing should use a compatible mortar. Tool the mortar with a concave joint profile. Do not feather the mortar into the texture of the stone.
  - Coping Units. Joints at the stone coping units should be repointed using a mortar compatible with the stone. Stone coping units at parapet walls and chimney caps were observed to be open and were often associated with cracking in the field of stone units below. As part of the repair, cracked stone units should be treated as described above, and cracked mortar joints repointed.
  - Stone Deterioration. At a few locations, the stone adjacent to mortar joints exhibited surface erosion and spalling. The condition suggests that the mortar at some locations may be harder than the stone. Consideration should be given to performing petrographic examination of the mortar and stone to identify an appropriate repointing mortar.
- Repairs at Stone Mantels and Surrounds. Despite being cracked, stone mantels above interior and exterior fireplaces are supported on steel lintels, are secured in place, and do not present an immediate safety hazard.
  - Interior Fireplace. Cracking and spalling of mantels at interior fireplaces is likely the result of differential thermal expansion and contraction between the stone and steel lintel that occurs when the fireplace is used. The condition will remain active as long as the fireplace remains in use. Repairs are not required. However, if for aesthetic reasons the park would like to perform repairs, treatment may include installation of a tinted grout within the open crack at the mantel. This would be a short-term repair that would likely have a service life of a few years before it would need to be replaced. In addition, the open mortar joints above the mantel could be repointed and cracked stone units treated, as outlined above.

- Exterior Fireplaces. The cracking and spalling of the stone mantel at the exterior fireplaces of the Veranda Rooms and Bridge Complex appear to be associated with a combination of factors. In addition to the differential properties of thermal expansion between the lintel and stone, the steel lintel that supports the stone lintel and the embedded steel reinforcing are susceptible to corrosion. Repairs to the exterior stone mantels would include removal and salvage of existing stone mantel units to expose the steel lintel support and embedded steel plates. Steel lintels should be cleaned, primed, and painted. Corroded steel plates should be removed and replaced with new steel that is protected against corrosion. For lintels and reinforcing steel that is encased in concrete, the deteriorated, cracked, and unsound concrete should be removed. Once exposed, the reinforcing should be cleaned, primed, and painted, and new concrete installed. Following steel repairs, the existing stone mantel should be reinstalled. Because of existing cracks in the mantel stone, the stone may be broken (or may break during removal) into multiple pieces. Depending upon the location of the cracks, the original stone may be salvaged or replaced with a new stone lintel to match the original.
- Interior and exterior fireboxes with displaced, cracked, debonded, or missing firebrick should be repaired. Repairs would include removal of loose and damaged material and replacement with new firebrick set in mortar.

- Repairs at Dry-Laid Stone Retaining Walls.
  - Areas of bulged and displaced stone at retaining walls were observed near the top of retaining walls under the north terrace. Repairs were performed at the north terrace within the past 15 years that included installation of a thick concrete topping slab. It could not be determined from our visual observation whether the observed bulging and displacement was active or stabilized due to the repairs at the terrace decking above. Routine seasonal monitoring should be performed at the north retaining wall to determine if the observed distress condition is active and requires stabilization or repair. Repairs, if required, may include localized rebuilding of the retaining wall and may also include localized replacement of the terrace decking and guardrail.
  - Separation and widening of the vertical joint between retaining wall sections was observed at the south terrace. The open joint aligns with the edge of the concrete terrace slab and a crack in the concrete paving above. Routine seasonal monitoring should be performed at the location to determine if the observed distress condition is active and requires stabilization or repair. Repairs, if required, may include partially packing large voids between stone units with mortar, installing pin or anchor repairs, or localized rebuilding. Rebuilding of portions of the retaining wall may require localized replacement of the terrace decking and guardrail.
  - Cracked stone units were observed throughout the retaining wall. At a few locations, including at the north cheek wall along the archway stair, a cracked stone unit was observed to be displaced, indicating movement in the wall system that is not accommodated. Routine seasonal monitoring should be performed at the cheek wall to determine if the observed distress remains active and requires stabilization or repair. Repairs, if required, may include localized rebuilding of the cheek wall and may require localized removal and rebuilding of the stone partial-height parapet wall above.

- Cut back large rooted plants and trees growing at joints between dry-laid stone units, including complete removal of root systems. Where roots cannot be removed without significant distress or dismantlement of the stone units, the plant material should be cut back and not allowed to regrow. Consideration may be given to targeted treatments of plants that are not harmful to the stone, or surrounding landscape, and could slowly decompose the stump until it can be safely removed.

- Repairs at Parapet Walls and Terraces
  - Parapet Wall Collapse Repair. The portion of the stone parapet wall along the stone promenade that has partially collapsed should be dismantled and rebuilt. Rebuilding would include removal of the stone units to the foundation, shoring of adjacent portions of the parapet wall, and rebuilding to match the historic appearance. This portion of the wall includes a vertically oriented stone coping unit, around which a cementitious parging should be installed to facilitate the shedding of water away from the top of the wall. Displacement at the adjacent stone paving should also be addressed as part of the repairs. Prior to dismantling, the stone units and construction should be documented. During dismantlement, stone units should be labeled for reinstallation.
  - Displaced Stone Paving. Localized displacement of the stone paving typically occurs along the edges of terraces and promenades and is an indication of water infiltration. Slightly displaced paving units do not require repair. Larger areas of displaced stone paving and those localized areas that may present a tripping hazard should be repaired. Prior to repairs, conditions should be evaluated to identify potential sources of water infiltration or other mechanisms of distress that may have contributed to the displacement. Once repairs have been performed to address the source of distress, repairs should also be performed at the paving, which may include removal and salvage of the stone pavers, repair or replacement of the sand or concrete substrate, and reinstallation of the mortar-set stone pavers.
- Repairs at Stone Paving and Stairs
  - Shallow Chips, Spalls, and Areas of Erosion. Shallow spalls, chips, and eroded areas less than 1-1/2 inches in depth do not require repair unless failure to perform the repair will cause a significant tripping hazard. At highly visible locations, consideration can be given to redressing the stone at some locations to provide a more even surface.
  - Deep Erosion. Areas of stone erosion and chips deeper than 1-1/2 inches may present a tripping hazard and should be addressed. Repair would include removal of the portion of the stone paver that is significantly eroded and installation of a new stone paver unit to fill the area of removal. The new stone material should match the color, size, and texture of the adjacent stone pavers.
  - Large Spalls. Large spalls at the stone pavers and stairs are typically associated with embedded steel anchors from guardrails. As part of the repair, the guardrails should be removed and cleaned, primed, and painted. Repair would include removal of unsound stone and installation of a new matching stone units or dutchman unit as appropriate, depending on the size of the repair. The new stone should match the color, texture, size, and pattern of the existing stone paver. Guardrails may be reinstalled using stainless steel anchors or sleeves.

  - Open Joints. Repoint open joints between stone paving and stair units. At joints between dissimilar materials or at transitions between the paving and walls, consideration should be given to installing a non-staining sealant to accommodate movement. As discussed above, the visual effect of sealant should be considered in determining whether it will be used at these locations.

- Clean the stonework to remove efflorescence, organic growth, animal nests, animal waste, and general soiling. Cleaning products should be selected based on field trials, with preference given to the gentlest means of cleaning that is effective in removing deleterious materials. Potential cleaning methods may include chemical cleaners such as biocides and mild detergents, or water misting techniques. Water used for rinsing should be applied at low pressure, not to exceed 200 psi, and include appropriate nozzles and gauges to control the water pressure. Products containing strong acids such as hydrochloric acid or hydrofluoric acid should not be used on these buildings, as these acids can damage masonry and concrete, and are harmful to persons, animals, site features, and the environment. Before and after the cleaning trials, the substrate should be examined petrographically with a field microscope to identify any potential damage to the substrate. Cleaning trials should be performed at discrete and representative areas for each building material including stone, stucco, and wood, as the effectiveness of the cleaning methods may differ for each substrate. Based on the trials, one or more cleaning systems and methods of application may be recommended for the buildings. The gentlest effective cleaning systems should be selected. Aggressive abrasive systems (e.g., sandblasting) should not be used, as these systems would damage the substrates. Proprietary microabrasives, which use very fine particulates applied at extremely low pressures, may be considered based on trials; however, these systems are likely not necessary based on the type and extent of soiling observed during our assessment.

Concrete

- Spalled, unsound, and cracked concrete at the projecting balcony of the Bridge Complex should be removed and replaced. The repair would include saw-cutting areas of unsound concrete square; cleaning, priming, and painting the reinforcing steel; and installing a new concrete patch. The new concrete should match the original concrete in texture and finish.
- Loose and spalled concrete at floors should be removed, the concrete cut square and to a uniform depth, and a new concrete patch installed to match the color and finish of the existing concrete floor.
- Hairline cracks in the concrete less than 1/16 inch wide, such as those at the floor of the Veranda Rooms, do not require repair. Cracks wider than 1/16 inch should be routed out and filled with mortar.
- Missing drain strainers at concrete floor areas should be replaced with new strainers to match the historic units.

Wood Structure

Conditions observed at the wood roof structures at the Veranda Rooms and Bridge Complex will require further investigation and evaluation and are high priority repairs.

- Veranda Rooms Building Roof Framing Repairs.
  - Active water leakage was detected at the wood framing below the east dormer of the Veranda Rooms. High priority should be given to performing an investigation to identify the source of water infiltration. Potential sources of water infiltration could include open or unsealed joints around the electrical conduit that penetrates the roof system, open or reverse lapped joints in the aluminum cladding at the dormer window, breaches in the sheet metal roof flashing, or other discontinuities in the roofing and flashing system. The investigation would be intended to identify the source of leakage so that appropriate repairs can be developed.
  - Evaluation of Previous Repairs. Active water infiltration at the wood framing members may have compromised previous steel repairs. As part of an investigation, the condition of the existing wood framing and supplemental steel saddle repair along the east side of the Veranda Rooms should be evaluated. Based on the conditions observed on site, repairs may be required to stabilize and repair the wood beam and rafters.
- East Room Wood Framing Repairs.
  - The wood posts that frame the walls of the east room and the wood girders that span across the east room and bear on the wood post exhibit splitting along the member. In some instances, the split wood structural members exhibit bowing, sagging, and displacement. The roof system was replaced in 2021. It could not be determined from our visual assessment whether the distress conditions are active or may have been addressed as part of the recently performed roof replacement.
    Wood roof framing members with splitting that extends the full depth of the wood member should be monitored seasonally to determine if the distress condition is active. High priority should be given to performing an engineering study to document the existing roof structure, identify other distressed conditions that may contribute to the long-term performance of the roof framing, and evaluate the potential need for stabilization or repair. Potential repairs may include reinforcing existing wood framing members or installation of ties.
- Bridge Deck.
  - Wood deck framing at the bridge deck should be monitored. The conditions observed at the deck indicate weathering of the wood but are not indicative of structure failure. Repairs are not required at this time.

Wood

- Remove deteriorated wood members at terrace and balcony guardrails and replace with new wood members to match the existing. New wood members should be primed and painted to match the existing. Clean localized areas of guardrails of biological growth.
- Remove deteriorated wood trim and decorative elements and replace with new wood dutchman units. The dutchman units should match the existing wood in profile and be primed and painted to match existing. Prior to replacement of the trim, the condition of the underlying plaster, stucco, or wood framing should be evaluated and repairs made to provide a sound substrate.
- Open joints were observed between the wood post framing and the stucco-clad walls at the Bridge Complex. The joints should be sealed on the exterior and interior face with backer rod and sealant.

- Replace decorative wood trim at the Juliet balcony in the Indian Room, where missing. The new trim should match the existing wood in profile and be primed and painted to match existing.
- As part of cyclical maintenance, touch up or recoat wood with damaged or peeling paint coatings, where present, to provide an intact paint coating to protect the wood elements from decay. As part of this work, scrape partially debonded areas to reach an intact surface, and prime areas of bare wood prior to repainting.

  In some cases, the irregular build-up of paint layers on historic wood elements may be aesthetically objectionable, interfere with the proper adhesion of new paint coatings, or include older coating layers that contain lead or other heavy metals. In this case, all paint layers may be removed using a chemical stripper, down to bare wood. Following any required wood repair or replacement, the wood surface should be primed and painted.

Windows

- In general, the windows at all three buildings are in fair to good condition. As windows continue to weather, deteriorated wood window sash should be repaired. As part of repairs, the sash should be removed, deglazed, and the deteriorated portions of the sash removed and replaced with new wood dutchman units and epoxy. Window sash should be adjusted and joinery reinforced so that frames are square. Repairs can be performed on windows at all three buildings, as conditions indicate. Based on our survey, the wood-framed screen windows at the east elevation of the Veranda Rooms and the window screens at the east elevation of the Indian Room exhibit the most distress. Displaced window sashes were also observed at the Bridge Complex.
- Deteriorated window components, such as missing screen stops, deteriorated wood sills and mullions, and broken glass lights, should be removed at all three buildings. Severely deteriorated wood window components should be replaced with new dutchman units or replacement components to match the original. Broken glass lights and torn window screens should be replaced with new glazing to match the original.
- The existing dormer windows at the Veranda Rooms have acrylic glazing with no apparent window frame. The acrylic glazing should be removed and replaced with a new wood-framed window system. The new window should include a frame, dividing mullions, and glass glazing. The window system should be secured to the existing wood-framed opening and the perimeter joints sealed with backer rod and sealant.
- Non-original screens at the restroom addition of the Indian Room should be removed and replaced with new screens, one per sash. The new screens should be mounted to the individual window sash and allow the casement sash to be operable.
- At a couple of locations, specifically at the Veranda Rooms, open joints were observed between the window frames and adjacent wall system. Open perimeter joints at windows should be treated with backer rod and sealant.

Doors

- In general, the wood-framed doors are in serviceable condition and should be retained, with repairs as necessary. Repairs would include the following:

- As they continue to weather, deteriorated wood doors leaves and frames should be repaired. As part of repairs, the door leaves should be removed, deglazed, and the deteriorated portions of the leaves removed and replaced with new wood dutchman units and epoxy. Door leaves and frames should be adjusted and joinery reinforced so that frames are square. Repairs should be performed on doors at all three buildings, as conditions indicate. Based on our survey, the entrance doors at the Veranda Rooms exhibit the most distress.
- Refinish or repaint the doors to match the existing and reinstall.
- Salvage and reuse all original hardware where possible or should be based on archival documentation, if original hardware is not evident and sympathetic to the historic character of the structures.

- Non-original doors that are severely deteriorated and may be beyond repair should be replaced. Some of the wood doors are replacement doors that may not match the original door design but are sympathetic to the historic character of the structure. Where there is sufficient information available to replicate the original door, consideration should be given to replacing deteriorated non-original doors with doors replicating the original. If sufficient information about the original door is not available, doors should be replaced in-kind, sympathetic to the historic character of the structures.

The non-original steel-framed door at the lower level of the Bridge Complex exhibits severe corrosion and full section loss. The door and frame should be replaced.

Roofing

The roofing at all three buildings has been replaced within the last fifteen years and is in good condition. All three buildings have a wood shingle roofing system consistent with what appears in archival documentation. All of the buildings also feature aluminum sheet metal roof hip ridges that are painted red. The Veranda Rooms also has a sheet metal flashing along the main roof ridgeline. It appears that the painted red flashings were first installed when the Veranda Rooms was reroofed in 2009 and were intended to match the color of the exposed wood framing that was painted red. The flashings at the other buildings were to match the Veranda Rooms roof. The wood framing has been restored to its historic dark brown color.

Based on review of archival documents, the buildings originally had wood shingles along the roof ridge. However, archival photographs suggest that the roofs at all of the buildings were replaced within the first fifteen years. The replacement roof included sheet metal flashing at the roof hip, the historic profile of which appeared to be mostly rectangular with a center ridge, similar to what is present at the Indian Room and Bridge Complex. Gutter outlets at the Bridge Complex currently consist of extruded rectangular downspout elbows that direct water away from the building. The original gutter outlets appear to have used circular pipe.

The existing roof systems should be maintained for their remaining serviceable life. When replacement of the roof is necessary, consideration should be given to using more historically appropriate construction materials at the flashing, such as copper. Wood shingles could be used at the ridges of the replacement roof to match the original construction, or, if a ridge flashing is desired, a sheet metal flashing with a rectangular profile and center ridge could be used, to match the profile of the first replacement roof, which was installed early in the life of the structures. As part of a roof replacement project, roofing work

should be coordinated with repairs to the wood fascia, stucco soffit, and recessed light fixtures set in the soffit.

The existing roofing systems should be maintained. Maintenance would include the following:

- Replace of backer rod and sealant along the edge of sheet metal flashings and at regletted joints.
- Clean localized portions of the Vernada Rooms and Bridge Complex roofs with a biocide to remove heavy deposits of biological growth.
- Touch up paint at wood fascia where peeling and flaking. Repainting would include removal of the existing loose paint, light sanding of the painted surface, and application of a new primer and paint to match the color of the existing paint finish. Repair areas of deteriorated wood, where present, prior to repainting.
- Replace localized wood shingles where displaced or missing.

Stucco

- Open joints between stucco-clad roof eave and the stone wall of the Indian Room and Veranda Rooms should be treated with backer rod and non-staining sealant. The sealant should be installed as a continuous joint and carefully tooled to fill the irregular joint profile so that excess sealant is not smeared across the face of the stone.
- Debonded and deteriorated stucco as well as areas of previous stucco repair and areas where the stucco is missing should be repaired. Repair would include removal of the existing unsound stucco, cutting of the stucco to create rectilinear edges, installation of new metal lath onto the historic lath, and application of a new stucco patch. The stucco should have a finish and paint coating to match the adjacent stucco.
- Cracks in the stucco under 1/16 inch wide do not require repair. Cracks wider than 1/16 inch should be cleaned and filled with backer rod and paintable sealant. The repair should be painted to match the adjacent stucco.

Plaster

- Cracked, damaged, debonded, and deteriorated plaster and areas where the plaster is missing should be repaired. Repair would include removal of the existing unsound and damaged plaster, cutting of the plaster to create rectilinear edges, repair of the existing wood lath and installation of new metal lath onto the repaired lath, and application of a new plaster patch. The plaster should have a finish and paint coating to match the adjacent plaster.
- Cracks in the plaster under 1/16 inch wide do not require repair.

Furniture

- The wood furniture at the Indian Room should be restored. Restoration would include partial dismantlement of the two benches at the fireplace to repair deteriorated wood members at the bench base. The top rail of the bench should also be remove to reset the vertical spindles. As part of the restoration, the benches should be primed and repainted.

- Remove the non-original wood handrail at the stair in the Indian Room and replace with a new wood handrail that matches the original profile and is set with concealed anchors.

Murals

The murals were restored circa 2011 and remain in good condition. Staining at the wood framing appears to be associated with moisture from condensation that forms on the interior face of the acrylic glass covering the mural. Condensation forming on the clear acrylic glass collects at the bottom portion of the frame, specifically near anchor attachments where the acrylic glass is tight against the wood frame. Treatment of the murals would include the following:

- Remove the acrylic glazing covering the murals and reset with a rubber washer, creating a continuous space between the wood framing and acrylic glass.
- While the acrylic glass covering is off, clean the wood frame of white deposits and staining.
- Consideration may also be given to installing blinds or shades at the balcony doors that may be contributing to the formation of condensation caused by solar radiation heating the cold mural glazing during winter months.

Electrical and Lighting Fixtures

In general, original light fixtures should be retained and repaired. Many of the original light fixtures within the Veranda Rooms and Indian Room have been removed. Where sufficient archival documentation is available, missing light fixtures should be replicated and installed. Where replication is not feasible, the electrical junction boxes should be capped or new light fixtures installed of a material, design, type, and size that is sympathetic to the original.

Double ballast fluorescent light fixtures at the Veranda Rooms and Indian Room are not sympathetic to the historic character of the structures. It is recommended that the non-original fluorescent lights are replaced with new fixtures that replicate the original fixtures, if archival documentation is available, or are sympathetic to the historic pendent style lighting. As described in the *Physical Description* section above, some archival documentation was identified for the pendent light at the Indian Room. Similar consideration should be given to the lighting at the upper balcony of the Indian Room; however, in addition, the location of the light fixture should be shifted to match the original, which was centered on the recessed nook. Historic wall-mounted lanterns at the Indian Room should be restored. Exterior light fixtures, mounted to wood posts at the recessed vestibule of the restroom wing of the Indian Room, were previously removed. Consideration should be given to restoring the lights.

At the Bridge Complex, replica wood light fixtures present at the bridge should be maintained. Non-original lighting, such as the sconce fixtures with LED lights at the private dining room, should be replaced with new fixtures that are sensitive to the historic character of the building.

At the Veranda Rooms, the existing electrical panel may be over fifty years old, beyond what is considered an anticipated service life for an electrical service panel. Although there are no indications that the existing electrical panel is inadequate, consideration could be given to replacing the panel. The panel at the Bridge

Complex and Indian Room appear to have replaced within the last twenty-five years and adequately sized to meet the existing electrical loads. The existing electrical panels at the Indian Room and Bridge Complex could likely support additional lighting, recommended under the lighting section above, but should be evaluated further when an expanded lighting plan and scope have been developed. Improvements to the electrical system should comply with the 2023 National Electrical Code (NEC).

Plumbing and Fixtures

The existing plumbing at the Indian Room was installed circa 2005 and appears to be in serviceable condition. Based on review of the original construction drawings and the conditions observed on site, the plumbing system was designed to support the existing fixtures.

Mechanical System

The structures currently do not have active heating, cooling, or ventilation. At this time, we understand that the City of Dubuque does not intend to add mechanical systems to the structures.

Fire Protection

Installing a fire alarm system in the building is recommended. Since these are historic buildings and include fireplaces, a commercial-grade fire alarm system should be provided with heat detection in each room. As the buildings are not mechanically conditioned year-round, heat detectors should be used instead of smoke detectors. These systems would be wired to the existing electrical system.

Accessibility

The buildings, constructed in the 1930s, are not required to meet current requirements for accessibility as outlined by the Americans with Disabilities Act (ADA) in the *2010 ADA Standards for Accessibility* and the Architectural Barriers Act (ABA) in the *2015 Architectural Barriers Act Standards*. However, we understand that the City is interested in identifying potential options for universal design to improve access to the buildings and to provide persons with disabilities with experiences equivalent to those of able-bodied persons. The standards outlined by the ADA and ABA documents include guidelines for providing accessible routes, including compliance requirements for walking surfaces, ramps, and curb ramps. The ADA standards also state that existing historic structures, such as the Caldwell buildings at Eagle Point Park, may have exceptions to the standards, such as a slight increase in the slope of short lengths of ramps to meet the spirit of the standards without resulting in significant alterations to the historic building.

Considering the overarching treatment approach of preservation, Figure 521 shows a schematic plan for improving access across the site and within buildings while maintaining historic integrity. The plan relies on the existing non-original concrete and original stone-paved walks and identifies approaches for developing accessible routes while preserving the historic material. Conceptually, the schematic design is intended to be minimally intrusive to the existing original material, such as the stone-paved walks, by using surface-mounted ramps to navigate stepped terraces, raised construction, and door thresholds. Ramps would likely include wood-framed systems installed on the existing stone or concrete paving in a

manner that would not damage or accelerate deterioration of the historic material. More extensive alterations, such as installation of curb ramps, regrading, and replacement, would be focused on areas with non-original concrete walks.

Other approaches could be considered for improving accessibility across the site, beyond the preservation approach outlined below and depicted in Figure 521. However, these other approaches would likely require more intervention and have a more significant impact on the buildings and site. The schematic design is intended to depict how site access could be improved with minimal interventions and to identify those locations where universal access, if desired, may require more significant alterations that may impact the historic character and integrity of the site. The schematic design can assist in framing the objectives for future studies and repair projects associated with site access. A separate and detailed study should be performed of the site to identify the potential accessibility options. The study would likely include a topographic review of the site; define objectives as to what features the City would like to provide access; review codes relevant and applicable to the specific project; and evaluate different design options and their impact on the historic site.

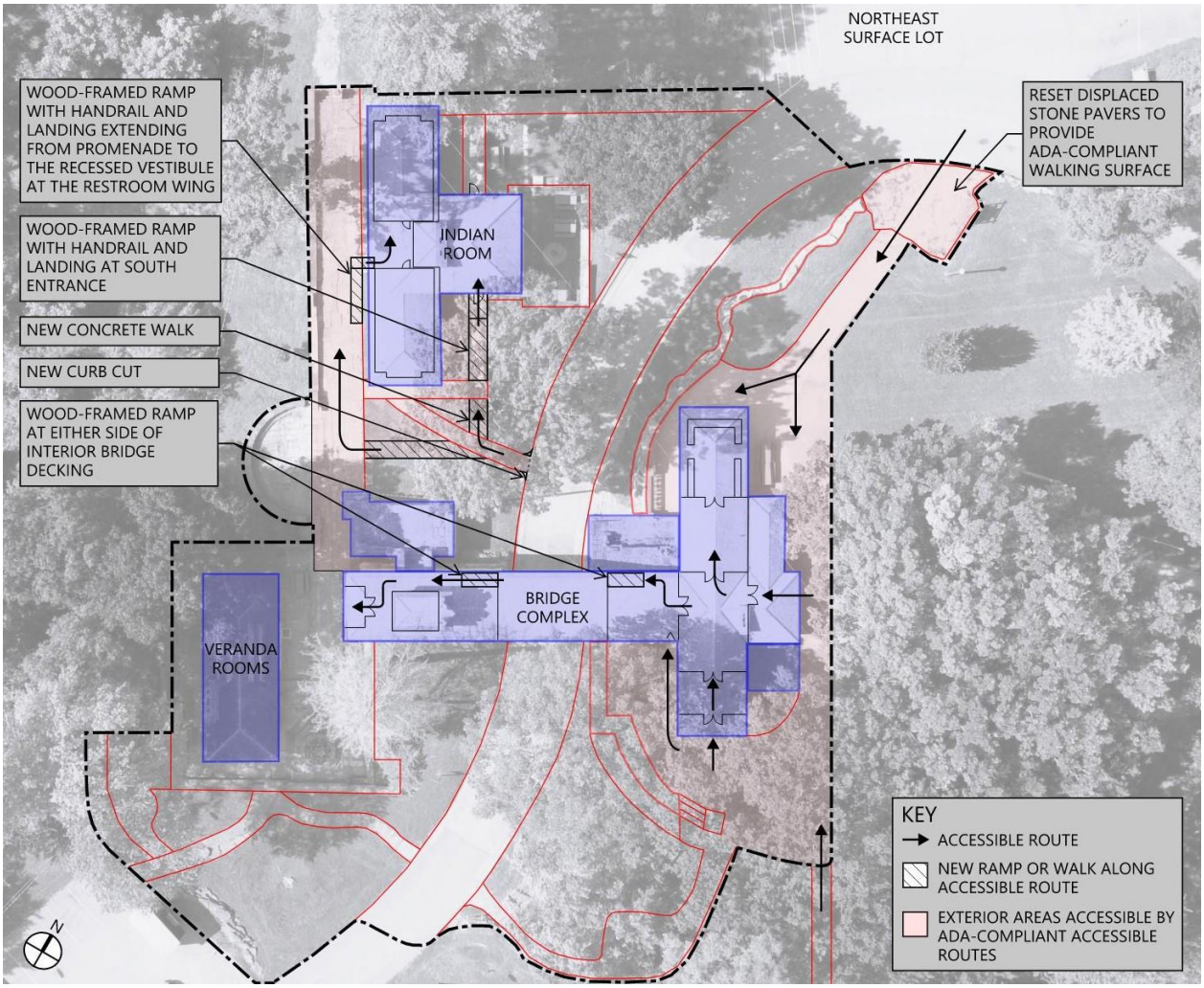


Figure 521. Schematic plan depicting a means for improving site accessibility without impacting the historic integrity.

Schematic Design Narrative

Using the existing non-original concrete walks and original stone walks, accessibility in and around the site could be significantly improved through some slight modifications and installation of removable ramps. At present, there is an asphalt-paved surface lot to the northeast of the site. A concrete walk with a stone apron extends from the northeast parking lot to the main entrance at the east pavilion of the Bridge Complex. With some localized resetting of historic stone pavers, the walk could comply with the ADA standards. A concrete path extending from the open-air pavilion to the south also provides an accessible route to the east pavilion.

An accessible route at the west half of the site could provide access to the Indian Room, restroom wing, and the stone promenade. The accessible route would include a new concrete walk with curb ramp that extends from South Gate Road to the stone promenade. The path, located north of the west pavilion of the Bridge Complex and south of the Indian Room, would provide access to a wood-framed ramp with

handrail and landing that would extend to the south entrance of the Indian Room. A wood-framed ramp with handrails and landing could also provide access from the stone promenade to the restroom wing. This route would require replacement of a portion of the existing non-original concrete walk as well as reversible modifications to the historic stone-paved walks. This route would provide access to the raised terrace at the entrance to the restrooms that are currently not accessible to some persons with limited mobility. However, the path to the restroom doors is partially obstructed by a stone bench and does not provide sufficient clearance to comply with ADA standards. Significant alterations would be required to make the door opening ADA compliant.

Because of the terraced steps, the Veranda Rooms cannot be accessed without significant impact to the historic fabric of the site. If an ADA-compliant accessible route is desired, consideration could be given to altering the historic stone path at the south end of the site to provide access to the terrace and Veranda Rooms. The stone terrace at the Bridge Complex would also not be accessible without significant alterations to the site. An accessible route could be obtained by rebuilding the existing stone walk at the south end of the site to be ADA-compliant and installing a new concrete walk that extends to the stone terrace. Both of the approaches outlined above would require removal of historic material and changes to the original design.

At the Bridge Complex, ADA-compliant exterior entrances are located at the main east entrance, the south entrance to the private dining room, and at the bi-fold door accessed from the south terrace. Once in the Bridge Complex, interior doors are adequately sized to allow for access between rooms. The wood framing for the bridge deck is raised approximately 6 inches above finish floor. Wood-framed ramps could be installed at either side of the bridge decking to allow for persons to access the west room and west balcony. ADA-compliant access to the sunken fireplace at the west pavilion and to the second floor overlook at the Indian Room cannot be provided without significant modification of the interior space.

Additional Studies

- Material Studies. Sampling and laboratory studies of historic and original materials may be performed to assist in development of repairs and treatments. Studies may also include field trials of certain repairs to evaluate appropriate treatment approaches. These studies and trials may include the following:
  - Stone Evaluation. Petrographic examination of the existing stone to evaluate its condition and to inform understanding of the distress conditions observed. This evaluation, which would be performed in the field and with small samples in the laboratory, can also assist in identifying appropriate repair materials and treatment approaches.
  - Mortar Analysis. Petrographic and chemical analysis of the existing and historic setting mortars. There are isolated instances where the stone adjacent to the mortar has deteriorated, potentially indicating that the mortar is harder than the stone. Material analysis will assist in characterizing the mortar and in identifying an appropriate repair material.
  - Cementitious Floor Coating. The thin cementitious floor coating at the Veranda Room has colored aggregate and has been painted either red or green. Materials analysis of small samples will help assist in identifying if the floor finish is original to the building.

- Cleaning Trials. Field trials and evaluation of potential products and procedures for cleaning the limestone on the building.
- Hazardous Material Assessment. Sampling of materials throughout the building, including the coatings and finishes on wood framing, trim, and stucco as well as samples of sealant to identify asbestos-containing materials, lead, and other potentially hazardous materials. This information would help inform treatment recommendations.

- National Register Amendment. Based on the determination of State-level significance by the Iowa SHPO, it is recommended that the existing Eagle Point Park Historic District National Register nomination be amended to reflect the change in significance level. (The National Register nomination documentation indicates a Local level of significance.) The amendment would include additional information about the district and its significance at a State or potentially National level. The amendment could also include a more extensive history of the three Caldwell-designed structures and landscape features, provide an insightful description of the architectural merits of the design and workmanship, discuss the events and personalities associated with the park, and identify the influence the park and architects had on the broad patterns of history. Themes of importance may include the unique craftmanship and design of the structures, the development and influence of Caldwell's "City in a Garden" plan, the influence of the Eagle Point Park project on a young Caldwell, and the impact of Caldwell's work on the broader architecture and landscape architecture community.

  As part of the amendment, the period of significance could be reviewed and, based on the historic context presented, either extended or divided into additional sub-periods, appropriate for the significant resources within the park. An amendment to the nomination would also allow additional review by the Iowa SHPO, including consultation on a possible National level of significance for the historic district.

  Caldwell, who later worked for the Chicago Park District, designed the landscapes for other well-known sites also listed in the National Register including Promontory Point in Burnham Park, Chicago; Riis Park, Chicago; various improvements to Lincoln Park, Chicago, including the Alfred Caldwell Lily Pool; and Lafayette Park in Detroit, Michigan. The latter two are also listed as National Historic Landmarks.

  Following preparation of the amendment to the National Register nomination, consideration could be given to pursuing National Historic Landmark status using the research and context established for the National Register nomination and amendment.

OPINION OF PROBABLE COSTS

The opinion of probable costs identifies repair approaches to address the recommended repairs and treatments, outlined above, and separates them by building and structure. The repairs are based on the overarching treatment approach of ***Preservation*** which allows for stabilization and maintenance of the existing buildings and structures in their current condition. In addition to line items for treatments and repairs, the opinion of probably costs includes architectural fees for design and construction period services, a construction contingency, and a design contingency that will be part of the construction costs. These are included as a percentage of the estimate repair costs. The opinion of costs is based on

conditions and pricing relevant to 2025. It is recommended that, for budgeting purposes, the opinion of probable costs be regularly revised to reflect current construction costs and any changes to the anticipated scope of work.

Consideration may be given to prioritizing and phasing repairs, as outlined above, to address high priority items, High priority issues include structural evaluation and repair of the deteriorated wood roof framing at the Veranda Rooms, evaluation and repair of the wood framing at the Bridge Complex, and evaluation of displacement at the dry-laid stone retaining walls. These items should be addressed within the next two years. On the opinion of probable costs, high priority items have an asterisk and have been highlighted. Below is a summary of the high-priority repairs with the tasks associated with each repair estimated opinion of probable cost for each:

- **Veranda Rooms.**
  - Perform an investigation to identify the source of water infiltration, document existing conditions, and evaluate the structural integrity.
  - Develop repair documents to address conditions identified during the assessment.
  - Perform repairs to the roof, dormer, wood structure, and interior plaster. For budgeting purposes, we assume that roof repairs will be limited to the area around the east dormer. If, upon investigation, more extensive roof repairs are required, it may be recommended that the building be reroofed. The budget should be re-evaluated after the scope of work has been defined by the investigation.
  - Opinion of probable costs (including A/E fees, contractor fees, and contingency): $175,000.
- **Bridge Complex.**
  - Perform an investigation to document existing conditions and evaluate the structure.
  - Develop repair documents to address conditions identified during the assessment.
  - Perform repairs to the wood structure. We do not anticipate extensive roof repairs and dd not include them in the budget. However, upon further investigation, localized roof repairs may be recommended. The budget should be re-evaluated after the scope of work has been defined by the investigation.
  - Opinion of probable costs (including A/E fees, contractor fees, and contingency): $90,000.
- **Retaining Wall.**
  - Perform an investigation to evaluate the extent of bowing and displacement at the stone retaining wall.
  - Install gauges to monitor and evaluate potential movement, if condition is active.
  - Opinion of probable costs: $10,000.
  - Following the initial investigation and monitoring, an appropriate scope of work can be developed for repair of the retaining wall to be included as part of exterior envelop repairs.

The remaining treatments and repairs can be performed as part of an exterior envelope repair project, to manage issues required to permit the continued use of the buildings, and as part of cyclical maintenance.

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APPENDIX A. OPINION OF PROBABLE COSTS

EAGLE POINT PARK- OPINION OF PROBABLE COSTS

16-Apr-25

WJE ENGINEERS ARCHITECTS MATERIALS SCIENTISTS
Wiss, Janney, Elstner Associates, Inc.

DESCRIPTION	TASK	UNIT PRICE	UNIT OF MEASURE	INDIAN ROOM QUANTITY	INDIAN ROOM COST	VERANDA ROOMS QUANTITY	VERANDA ROOMS COST	BRIDGE COMPLEX QUANTITY	BRIDGE COMPLEX COST	SITE QUANTITY	SITE COST
General Conditions											
	Mobilization (scaffolding, site access, storage, permits, fencing, canopies, and management fees)	Ranges	Per Construction Phase	1	$14,509.00	1	$41,382.00	1	$44,647.00	1	$16,088.00
				SUBTOTAL	**$14,509.00**	SUBTOTAL	**$41,382.00**	SUBTOTAL	**$44,647.00**	SUBTOTAL	**$16,088.00**
Site Treatments											
	Cultural Landscape Report	$100,000.00	Lump Sum	0	$0.00	0	$0.00	0	$0.00	1	$100,000.00
	Replica of historic wood lamps throughout site	$1,000.00	Per Lamp	0	$0.00	0	$0.00	0	$0.00	10	$10,000.00
				SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$110,000.00**
Additional Investigations, Exploratory Openings, and Preparations Prior to Construction											
	Mortar Analysis	$7,500.00	Lump Sum	1	$7,500.00	1	$7,500.00	1	$7,500.00	0	$0.00
	Assesment and monitoring of potential displacement at retaining walls*	$10,000.00	Lump Sum	0	$0.00	0	$0.00	0	$0.00	1	$10,000.00
	Investigate water leakage at the Veranda Rooms*	$17,500.00	Lump Sum	0	$0.00	1	$17,500.00	0	$0.00	0	$0.00
	Structural assessment of existing conditions at Veranda Rooms and Bridge Complex*	$17,500.00	Lump Sum	0	$0.00	1	$17,500.00	1	$17,500.00	0	$0.00
	Historic Material Analysis (stone, paint, cementitious floor coating)	$2,500.00	Lump Sum	2	$5,000.00	1	$2,500.00	2	$5,000.00	0	$0.00
	Hazardous Material Assessment (lead and asbestos)	$500.00	Lump Sum	2	$1,000.00	2	$1,000.00	2	$1,000.00	0	$0.00
				SUBTOTAL	**$13,500.00**	SUBTOTAL	**$46,000.00**	SUBTOTAL	**$31,000.00**	SUBTOTAL	**$10,000.00**
Stone Repairs											
	Crack repairs at individual stone units	$15.00	Units	25	$375.00	25	$375.00	75	$1,125.00	0	$0.00
	Redress/retool stone	$20.00	SF	6	$120.00	8	$160.00	16	$320.00	16	$320.00
	Dutchman repair of stone	$200.00	Each	8	$1,600.00	6	$1,200.00	16	$3,200.00	0	$0.00
	Remove cracked and deteriorated coping unit and replace with new.	$690.00	Each	0	$0.00	0	$0.00	6	$4,140.00	8	$5,520.00
	Repoint mortar joints at field of wall and at chimney caps	$75.00	LF	50	$3,750.00	60	$4,500.00	150	$11,250.00	0	$0.00
	Repoint at stone paving units	$75.00	LF	50	$3,750.00	0	$0.00	20	$1,500.00	0	$0.00
	Seal/repoint joints at copings, ledges, and upward-facing surfaces. Broadcast sand into sealant joint.	$15.00	LF	150	$2,250.00	60	$900.00	350	$5,250.00	250	$3,750.00
	Repair stone and steel lintels at exterior fireplaces including cleaning, priming, and painting of lintels; replacement of corroded steel features; and reinstallation of stone mantels.	$9,600.00	Each	0	$0.00	1	$9,600.00	0	$0.00	0	$0.00
	Rebuild brick firebox	$3,000.00	Each	0	$0.00	1	$3,000.00	2	$6,000.00		$3,000.00
	Pack large voids in stone retaining walls with grout.	$75.00	SF	0	$0.00	0	$0.00	0	$0.00	300	$22,500.00
	Rebuild of the upper portion of the stone cheekwall at the stair.	$200.00	SF	0	$0.00	0	$0.00	120	$24,000.00	0	$0.00
	Rebuild of collapsed portions of site parapet walls.	$200.00	SF	0	$0.00	0	$0.00	0	$0.00	20	$4,000.00
	Reset and replace displaced, spalled, and eroded stone pavers and stair treads.	$250.00	Units	0	$0.00	0	$0.00	20	$5,000.00	25	$6,250.00
	Cutback and treat rooted plants in joints between stone units.	$50.00	Locations	0	$0.00	0	$0.00	5	$250.00	15	$750.00
	Remove invasive plants and weeds from joints between pavers	$5.00	LF	0	$0.00	0	$0.00	150	$750.00	500	$2,500.00
	Clean stone masonry with biocide	$5.00	SF	800	$4,000.00	600	$3,000.00	1000	$5,000.00	0	$0.00
				SUBTOTAL	**$15,845.00**	SUBTOTAL	**$22,735.00**	SUBTOTAL	**$67,785.00**	SUBTOTAL	**$48,590.00**
Concrete											
	Repair cracked and spalled reinforced concrete at fireplaces.	$100.00	SF	0	$0.00	4	$400.00	6	$600.00	0	$0.00
	Patch cracked and deteriorated concrete at floor slabs.	$25.00	SF	0	$0.00	0	$0.00	20	$500.00	0	$0.00
	Repair crack in concrete floor slab.	$50.00	LF	0	$0.00	0	$0.00	10	$500.00	0	$0.00
				SUBTOTAL	**$0.00**	SUBTOTAL	**$400.00**	SUBTOTAL	**$1,600.00**	SUBTOTAL	**$0.00**
Wood											
	Structural repairs to roof framing at Veranda Rooms including repairs to sheet metal roof flashing to address water infiltration, interior plaster repair, wood shoring, and wood framing repairs to joists and beams.*	$40,000.00	Per Location	0	$0.00	2	$80,000.00	0	$0.00	0	$0.00
	Structural repairs to wood framing at east annex of Bridge Complex. Repairs to include shoring/reinforcing of wood posts, beams, and joints at individual framing bays.*	$15,000.00	Per Framing Bay	0	$0.00	0	$0.00	3	$45,000.00	0	$0.00
	Replace deteriorated wood at terrace and balcony top railings and prime and repaint.	$125.00	LF	0	$0.00	0	$0.00	60	$7,500.00	0	$0.00
	Repair wood posts at balcony railings and prime and paint.	$400.00	Each	0	$0.00	0	$0.00	4	$1,600.00		$400.00
	Replace wood trim and casings where deteriorated and prime and repaint	$150.00	LF	20	$3,000.00	12	$1,800.00	35	$5,250.00	0	$0.00
	Replace missing wood trim at juliet balcony	$350.00	LF	2	$700.00	0	$0.00	0	$0.00	0	$0.00

EAGLE POINT PARK- OPINION OF PROBABLE COSTS

16-Apr-25

WJE ENGINEERS ARCHITECTS MATERIALS SCIENTISTS
Wiss, Janney, Elstner Associates, Inc.

DESCRIPTION	TASK	UNIT PRICE	UNIT OF MEASURE	INDIAN ROOM QUANTITY	INDIAN ROOM COST	VERANDA ROOMS QUANTITY	VERANDA ROOMS COST	BRIDGE COMPLEX QUANTITY	BRIDGE COMPLEX COST	SITE QUANTITY	SITE COST
	Touch up paint at wood trim where peeling	$35.00	SF	20	$700.00	30	$1,050.00	50	$1,750.00	0	$0.00
	Clean wood railings with biocide	$5.00	SF	0	$0.00	0	$0.00	800	$4,000.00	0	$0.00
				SUBTOTAL	**$4,400.00**	SUBTOTAL	**$82,850.00**	SUBTOTAL	**$65,100.00**	SUBTOTAL	**$400.00**
Windows											
	Restore windows/screens. Remove sash, deglaze, repair/replace deteriorated wood, square frame, paint, reglaze, and reinstall.	$600.00	Each Sash	12 screens	$7,200.00	8 screens	$4,800.00	2 windows	$1,200.00	0	$0.00
	Replace broken glass and torn mesh at windows and screens.	$250.00	Each	4 screens	$1,000.00	0	$0.00	1 glass unit	$250.00	0	$0.00
	Replace screens at restroom wing with new to fit operable sash.	$200.00	Each	14	$2,800.00	0	$0.00	0	$0.00	0	$0.00
	Fabricate new wood frame and glaze dormer windows at Veranda Rooms with glass. Install new window sash in existing opening.	$1,500.00	Each	0	$0.00	2	$3,000.00	0	$0.00	0	$0.00
	Repair/Replace wood window sill and prime and paint.	$800.00	LF	10	$8,000.00	12	$9,600.00	8	$6,400.00	0	$0.00
	Install backer rod and sealant at perimeter of window opening.	$15.00	LF	0	$0.00	75	$1,125.00	0	$0.00	0	$0.00
	Install sealant at interior and exterior joints between wood framing and stucco.	$12.00	LF	0	$0.00	0	$0.00	2300	$27,600.00	0	$0.00
				SUBTOTAL	**$19,000.00**	SUBTOTAL	**$18,525.00**	SUBTOTAL	**$35,450.00**	SUBTOTAL	**$0.00**
Doors											
	Replace deteriorated doors at Veranda Rooms. Salvage and reuse historic hardware, where present.	$4,000.00	Each	0	$0.00	2	$8,000.00	0	$0.00	0	$0.00
	Replace steel-framed door at Bridge Complex	$3,000.00	Each	0	$0.00	0	$0.00	1	$3,000.00	0	$0.00
	Repair/dutchman wood planks at doors.	$1,500.00	Per Leaf	2	$3,000.00	0	$0.00	2	$3,000.00	0	$0.00
	Restore historic door hardware including double action hinges and surface-mounted slide locks.	$750.00	Per Leaf	5	$3,750.00	0	$0.00	14	$0.00	0	$0.00
				SUBTOTAL	**$6,750.00**	SUBTOTAL	**$8,000.00**	SUBTOTAL	**$6,000.00**	SUBTOTAL	**$0.00**
Roofing											
	Install backer rod and sealant at perimeter joint between stucco soffit and stone wall.	$15.00	LF	275	$4,125.00	140	$2,100.00	0	$0.00	0	$0.00
	Stucco soffit crack repairs	$100.00	LF	15	$1,500.00	20	$2,000.00	0	$0.00	0	$0.00
	Stucco soffit patch repairs	$100.00	SF	6	$600.00	36	$3,600.00	10	$1,000.00	0	$0.00
	Replace sealant at regletted joints at flashing	$15.00	LF	40	$600.00	50	$750.00	0	$0.00	0	$0.00
	Touch up paint at wood fascia where peeling.	$50.00	LF	10	$500.00	20	$1,000.00	0	$0.00	0	$0.00
	Clean roof with biocide	$5.00	SF	0	$0.00	2000	$10,000.00	3500	$17,500.00	0	$0.00
				SUBTOTAL	**$7,325.00**	SUBTOTAL	**$19,450.00**	SUBTOTAL	**$18,500.00**	SUBTOTAL	**$0.00**
Finishes											
	Interior plaster patch repair	$50.00	SF	400	$20,000.00	30	$1,500.00	10	$500.00	0	$0.00
	Interior plaster crack repair	$50.00	LF	12	$600.00	0	$0.00	0	$0.00	0	$0.00
				SUBTOTAL	**$20,600.00**	SUBTOTAL	**$1,500.00**	SUBTOTAL	**$500.00**	SUBTOTAL	**$0.00**
Furniture											
	Repair/restore bench. Repairs to include rebuilding the base of the bench to replace deteriorated and damaged wood, localized removal of wood components (such as the top rail) to reset spindles and displaced componenets, and priming and painting.	$3,500.00	Each	2	$7,000.00	0	$0.00	0	$0.00	0	$0.00
	Replace handrail with new wood rail using concealed fasteners.	$750.00	Each	1	$750.00	0	$0.00	0	$0.00	0	$0.00
				SUBTOTAL	**$7,750.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**
Murals											
	Reset acrylic glazing panels	$50.00	Each	13	$650.00	0	$0.00	0	$0.00	0	$0.00
	Clean wood of discoloration	$100.00	SF	5	$500.00	0	$0.00	0	$0.00	0	$0.00
				SUBTOTAL	**$1,150.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**
Electrical, Plumbing, and Fire Protection Systems											
	Replace existing electrical system at Veranda Rooms.	$12,000.00	Each	0	$0.00	1	$12,000.00	0	$0.00	0	$0.00
	Scope floor drain and install new drain strainer	$500.00	Each	2	$1,000.00	2	$1,000.00	0	$0.00	0	$0.00
	Install new exterior light fixtures sensitive to the original in appearance and location.	$1,000.00	Each	0	$0.00	3	$3,000.00	8	$8,000.00	0	$0.00
	Remove non-original lights and replace with new fixtures sensitive to the original in appearance and location.	$1,200.00	Each	3	$3,600.00	9	$10,800.00	4	$4,800.00	0	$0.00
	Install heat detection systems.	$500.00	Each	5	$2,500.00	2	$1,000.00	7	$3,500.00	0	$0.00
	Install replica light fixtures at recessed landing near restroom wing.	$1,800.00	Each	2	$3,600.00	0	$0.00	0	$0.00	0	$0.00

EAGLE POINT PARK- OPINION OF PROBABLE COSTS

16-Apr-25

WJE ENGINEERS ARCHITECTS MATERIALS SCIENTISTS
Wiss, Janney, Elstner Associates, Inc.

DESCRIPTION	TASK	UNIT PRICE	UNIT OF MEASURE	INDIAN ROOM QUANTITY	INDIAN ROOM COST	VERANDA ROOMS QUANTITY	VERANDA ROOMS COST	BRIDGE COMPLEX QUANTITY	BRIDGE COMPLEX COST	SITE QUANTITY	SITE COST
	Restore historic wall-mounted lanterns/lamp	$600.00	Each	2	$1,200.00	1	$600.00	0	$0.00	0	$0.00
				SUBTOTAL	**$11,900.00**	SUBTOTAL	**$28,400.00**	SUBTOTAL	**$16,300.00**	SUBTOTAL	**$0.00**
Accessibility											
	Install wood-framed ramps near building entrances and along accessible path.	$450.00	LF	0	$0.00	0	$0.00	0	$0.00	35	$15,750.00
	Install new curb cut.	$2,500.00	Unit	0	$0.00	0	$0.00	0	$0.00	1	$2,500.00
	Install new concrete walk.	$20.00	SF	0	$0.00	0	$0.00	0	$0.00	160	$3,200.00
				SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$0.00**	SUBTOTAL	**$21,450.00**
	Estimated Construction Cost				**$122,729.00**		**$269,242.00**		**$286,882.00**		**$206,528.00**
	Profit and Overhead (10%)				$12,272.90		$26,924.20		$28,688.20		$20,652.80
	Total Construction Cost				**$135,001.90**		**$296,166.20**		**$315,570.20**		**$227,180.80**
	Architectural Fees (Design, Bid, and CPS)				$13,500.19		$29,616.62		$31,557.02		$22,718.08
	Construction Contingency (20%)				$27,000.38		$59,233.24		$63,114.04		$45,436.16
	Design Contingency (10%)				$13,500.19		$29,616.62		$31,557.02		$22,718.08
	Total Project Budget				**$189,002.66**		**$414,632.68**		**$441,798.28**		**$318,053.12**

* Indicates high priority repair that should be addressed within the next few years.

All unit prices and quantities are based on conditions obsererved on site and our experience performing similar repairs on projects. The opinion of probable costs is based on projected 2025 labor and material costs.

APPENDIX B. EAGLE POINT PARK NATIONAL REGISTER NOMINATION

EAGLE POINT PARK
Name of Property

DUBUQUE, IOWA
County and State

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic Name**:** Eagle Point Park Historic District

Other names/site number: _____

Name of related multiple property listing: N/A
(Enter N/A if property is not part of a multiple property listing.)

2. Location

Street & Number: 2601 Shiras Avenue
City or town: Dubuque State: IA County: Dubuque
Not for Publication: N/A Vicinity: N/A

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CRF Part 60.

In my opinion, the property X meets ____ does not meet the National Register Criteria. I recommend that this property be considered significant at the following levels(s) of significance:

_____ National _____ Statewide __X__Local

Applicable National Register Criteria:

X A ___ B X C _____ D

_____ _____
Signature of certifying official/Title: **Date**

_____
State Historical Society of Iowa

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

_____ _____
Signature of commenting official: **Date**

Title: **State or Federal agency/ bureau or Tribal Government**

4. National Park Service Certification

I hereby certify that this property is:

___ entered in the National Register

___ determined eligible for the National Register

___ determined not eligible for the National Register

___ removed from the National Register

___ other (explain:) _____

_____ _____
Signature of the Keeper Date of Action

5. Classification

Ownership of Property(Check as many boxes as apply.)

Private:	_____
Public – Local	X
Public – State	_____
Public – Federal	_____

Category of Property (Check only **one** box.)

Building(s)	_____
District	X
Site	_____
Structure	_____
Object	_____

Number of Resources within Property (Do not include previously listed resources in the count)

	Contributing	Noncontributing
Buildings	14	2
Sites	7	0
Structures	5	2
Objects	5	0
Totals	30	4

Number of contributing resources previously listed in the National Register 0

6. Function or Use
Historic Functions
(Enter categories from instructions.)
RECREATION AND CULTURE
OUTDOOR RECREATION
LANDSCAPE / PARK

Current Functions
(Enter categories from instructions.)
RECREATION AND CULTURE
OUTDOOR RECREATION
LANDSCAPE / PARK

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE NINETEENTH AND TWENTIETH CENTURY REVIVIALS/ Mission/Spanish Colonial Revival
LATE_NINETEENTH AND TWENTIETH CENTURY AMERICAN MOVEMENTS / Craftsman
LATE_NINETEENTH AND TWENTIETH CENTURY AMERICAN MOVEMENTS / Prairie School
MODERN MOVEMENT
OTHER

Materials: (enter categories from instructions.)
Principal exterior materials of the property: STONE / Limestone; WOOD / Shingles; METAL/Iron, METAL/Steel, METAL/Aluminum; CONCRETE; STUCCO; TERRA COTTA; Asphalt

Narrative Description
(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph
Eagle Point Park is a large urban park located on a wooded limestone bluff along the Mississippi River just above Lock and Dam #11 in Dubuque, Iowa. The boundaries of the park lie within the city of Dubuque in an area which is colloquially known as 'The Point.' The park is owned and maintained by the City of Dubuque and is open to the public from May through October. This large urban park was conceived in the City Beautiful style in 1909 by Charles Mulford Robinson and Charles Nassau Lowrie with panoramic views of the city, the river and the eastern bluffs of Wisconsin and Illinois, tree-lined drives and a variety of amenities to appeal to all ages. Nearly all the original plan of the park is intact and contains one hundred and sixty-four acres which is bounded by the Canadian Pacific Railroad tracks to the east and north, Lincoln Avenue to the south, and Shiras Avenue to the west. Eagle Point went through some major changes in the 1930s to extend its usage to the winter months with the addition of park shelters with fireplaces. These structures and features were designed in the Prairie School style by Alfred Caldwell and his apprentice, Wendelin Rettenberger. The parks features take advantage of local material such as logs, wood shingles and native limestone. Although the park needs repairs and grooming, a high degree of historic integrity is evident today.

Narrative Description

General Description
Eagle Point Park is the largest urban park located in Dubuque, Iowa and takes advantage of the natural beauty of its setting. The heavily wooded bluff is spotted with park pavilions, gardens and spectacular views. The meandering roads guide visitors through northern areas of the park which is thick with communal areas for picnicking and athletic activities and through the secluded, intimate and natural qualities of the southern reaches of the park.

Eagle Point Park Pavilions

There are ten pavilions located in the park and their construction spans nearly 100 years. From largest to smallest in terms of seating capacity those pavilions are: Riverfront Pavilion (410), Open Air Pavilion (318), Bridge Complex (110), Log Cabin Pavilion (100), Eagle's View (100), Shiras Memorial (48), Veranda Rooms (42), Terrace Room (40), Indian Room (25), Tri-State View Pavilion (24).[2] The styles exhibited in the pavilions are diverse and express their particular period of construction. Some are free standing structures while others are heavily embedded in constructed and natural landscape features.

Riverfront Pavilion

The oldest pavilion is Riverfront Pavilion, constructed in 1910 and designed by European born architect John Spencer.[3] The style as characterized by the National Register as the early twentieth century movement known as Craftsman.[4] This style has characteristics very similar to the Arts and Crafts style of Spencer's native England. Riverfront Pavilion exhibits the following features of those styles: rectilinear forms, porches with stone supports, low roof with deep eaves, and a sense of hand craftsmanship. Much of the original character of the structure is intact. This large enclosed rectangular building [30'x60'] is wood framed on a concrete platform, sided with wood, and walls constructed with large wooden sash windows topped by transom windows with x-shaped mullions. All of the windows have immobile screens. There are paired doors on both the east and west facades and the building is surrounded on all four sides with a 10 foot overhang supported by piers constructed of rustic pieces of native limestone and mortar.

[Photo 40] Another unique aspect of the shelter is the retention and preservation of the original oak picnic tables and benches created specifically for the Riverfront Pavilion. [Photo 42] The covered concrete patio provides additional seating opportunities and on the north, south and eastern faces of the building, fabulous views of the Mississippi River. Additionally, the eastern patio is arched, elevated, supported by a limestone retaining wall and edged with a modern iron fence. The only notable alteration to the building was the removal of the parapet screen, which is clearly illustrated in Spencer's drawing and in early postcards. [Figure 3]

1 http://www.cityofdubuque.org/453/Eagle-Point-Park

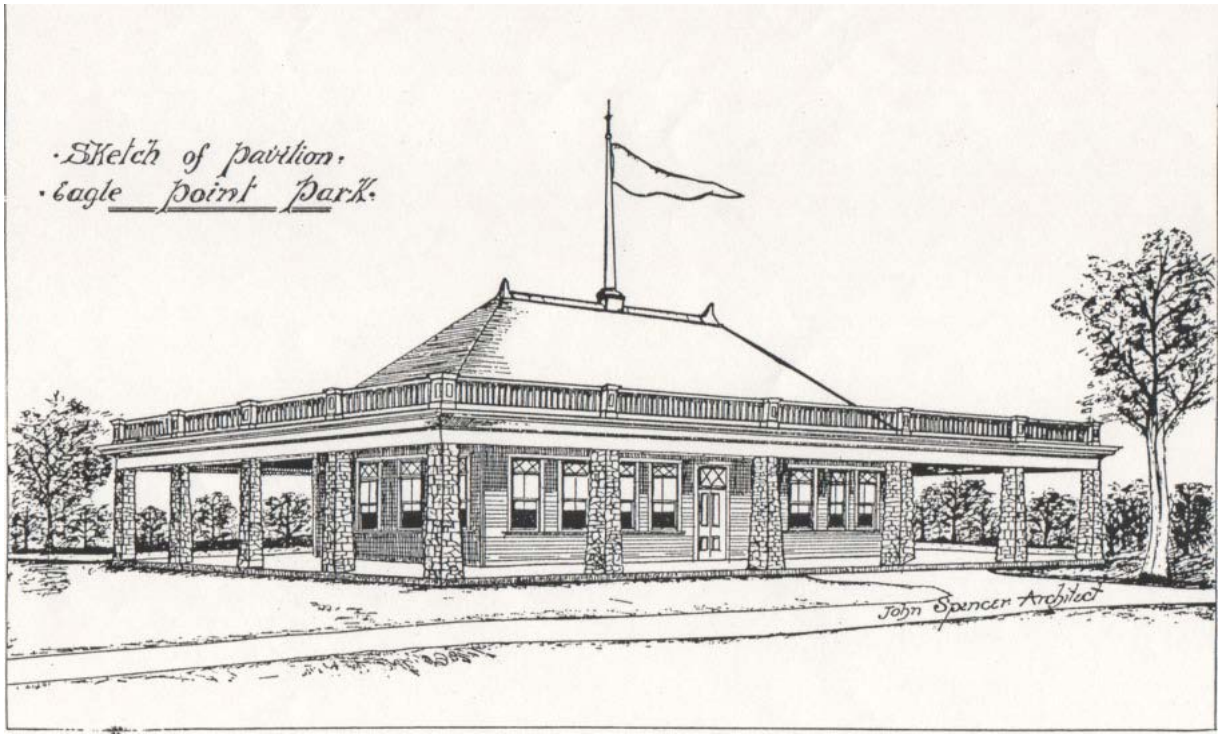


FIGURE 3 Perspective drawing of Riverfront Pavilion by John Spencer, 1910. Source: City of Dubuque Planning Office

Shiras Memorial

Shiras Memorial, which forms the southern point of the Bluff's Promenade Edge, was built to honor the man who had major influence on the acquisition and development of the park, Judge Oliver Perry Shiras. Built in 1920, Shiras Memorial is an open air building in the Mediterranean Revival style and characterized by its rounded arches, stucco façade and red tile roof. The landscaping around the building has changed significantly since the view in

2 Virginia Savage McAlester, *A Field Guide to American Houses*, rev. ed. (New York, NY: Alfred P. Knopf, 1984 and 2013), p.567

3 John Spencer was born in York, England in 1856, moving to Dubuque in 1880.



FIGURE 4 Postcard of 'Shiras Memorial Shelter, Eagle Point Park, Dubuque.' c1940. Source: The Encyclopedia of Dubuque: First National Bank 1991.

Figure 4 was illustrated. The Memorial was designed by then Park Superintendent G.A. Heyne as a 'Rough Cast Concrete Design' and furnished with a 'Red Spanish Terra Cotta Tile Roof' from the Ludivici-Celadon Company of 1118 Monroe Bldg, Chicago.[5] The arcaded building is 20'x30' has bracketed two foot eaves and sits on a large concrete patio equipped with modern metal benches to take in the views of the river and city. [Photo 51]. The pavilion has lighting on its interior as well as a lamppost on the patio to the east of the building. Presently the interior vaulted ceiling is damaged, requires repairs, but in no way threatens the stability of the building. [Photo 53]. On the Robinson/Lowrie plan, this spot is identified as 'Eagle Point' and marked with hexagon form. A polygonal building was constructed on Shiras Point and the Shiras Memorial was instead constructed on the historic 'Eagle Point.'[6] Originally, the pavilion had direct access to the Gate of the Rocks staircase and would have been the first building encountered when entering the park from the south. The Shiras Memorial forms the southernmost point for the promenade. The changes to the landscaping around the pavilion occurred during the 1950s when the limestone retaining walls were created to support the promenade and create the structurally stabilizing patio surrounding the pavilion.

'City in a Garden' Pavilions

A prime concern in the 1930s was the desire to create year round usage of the park with the addition of heated enclosed pavilions.[7] The Bridge Complex, Veranda Rooms, Indian Room with public restrooms, Terrace Room and Log Cabin Pavilion were built for year round usage with the inclusion of large scale interior fireplaces. Alfred Caldwell was hired by the park board to design year round shelters and conceived a grandiose plan which he titled 'City in a Garden' and included features which were built and unbuilt as shown in Figure 5. Only the buildings in the center of this plan were actually constructed. Those built buildings are fabricated of native limestone laid in an irregular stratified manner with wood frame windows and in the case of the Bridge Promenade, half timber and stucco walls. The oldest of these buildings is the Indian Room, designed by Alfred Caldwell in 1934.

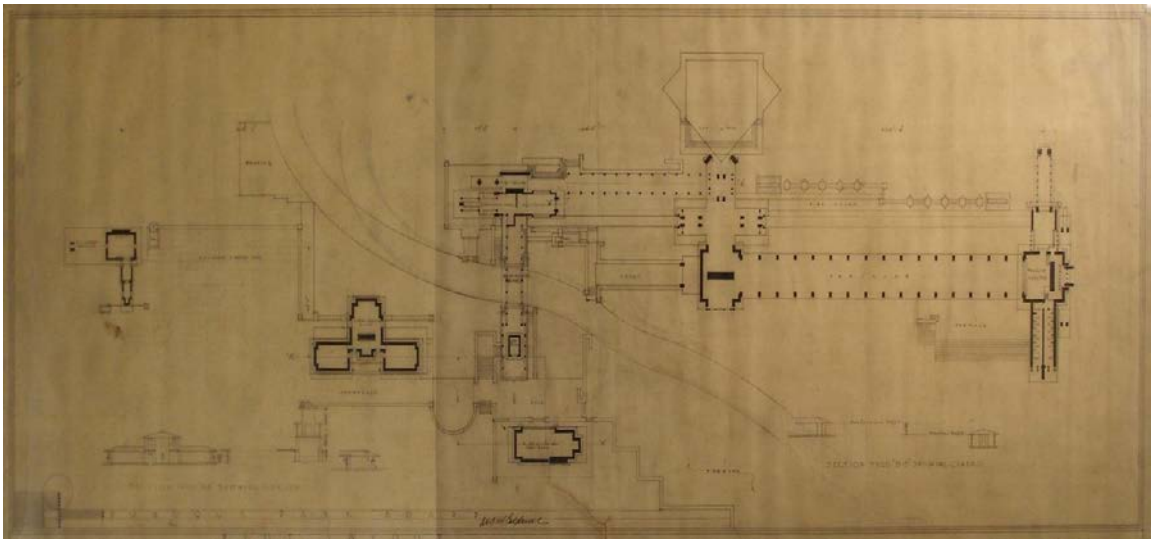


FIGURE 5 General plan of 'City in a Garden' by Alfred Caldwell, 1935. Source: Dubuque Museum of Art DUMA A5 1934.

[5] Dubuque City Park Department Archive #0050-2
[6] Dubuque City Park Department Archive, Robinson/Lowrie plan 1909
[7] Letter from Dubuque Park Commissioner Charles Landon to Alfred Caldwell, dated February 22, 1934. Folder C, City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA

Indian Room

The first of the buildings constructed in the 'City in the Garden' group is the Indian Room, designed by Alfred Caldwell in 1934.[8] The Indian Room is a free standing great room backed by public restrooms to form a T-shaped plan facing the cardinal directions. The east façade is mainly windows and the western façade has clerestory windows which flank the fireplace. The entrances to the pavilion on the north and south façades are situated behind exterior walls which define the landscaped outdoor 'room' facing the shelter. The cozy interior is dominated by a grand wood burning fireplace and WPA era painted decorations for which the building gets its name.[9] The dimensions of the Indian Room are 25 feet square with a 20 foot height and a pyramidal roof. The basic form of this building is reminiscent of Hillside School at Taliesin by Frank Lloyd Wright – a

building of which Caldwell was knowledgeable from his visits to the site. The north and south wings which form the public restrooms are 15' by 17' each and project from the western façade of the Indian Room. Between the two restrooms is a projecting stone ledge which acts as a bench and an amenity which points to Caldwell's great attention to detail in the functionality of the building and the manner in which the materials were chosen and used. The Indian Room and its flanking restrooms share features with Caldwell's other buildings including stratified limestone exterior, deep overhanging eaves, massive fireplaces and chimneys and an emphasis on the horizontal nature of the building, which are all characteristics which define Organic Architecture or more commonly in the American Midwest, the Prairie Style.

Bridge Complex

The Bridge Complex has three built components: the East Room and North Annex which form the north–south portion of this cruciform shaped building; the Bridge Promenade spans the eastern and western elements; and the multi-storied Lookout Tower on the western end of the complex. The complex was designed by Alfred Caldwell in 1935 as part of his 'City in a Garden' design for the park. Caldwell's intentions for the building were very different than its present usage as a pavilion only. His vision included a restaurant, kitchen, concession stand and private dining room for the eastern range of the Bridge Complex as illustrated in Figure 6. The eastern range is 132 feet long by 25 feet wide with two covered porches on the eastern façade. The larger of the two porches is 19' by 19', centered on the eastern front and defined by Caldwell as a 'Shelter.' In the 25' by 28' restaurant has a six foot wide stone hearth upon which the mantel bears the inscription of 'The Tree Returns the Life it Sucked from Stone.'[10]

[8] Caldwell refers to the building as the Stone Shelter House on his plans.
[9] "Young Artist Scores at Eagle Point Park," *Telegraph Herald*, June 7, 1936, p. 17.
[10] Caldwell was a poet and his colleagues oftentimes noted that his architectural works were 'poetry in stone.'

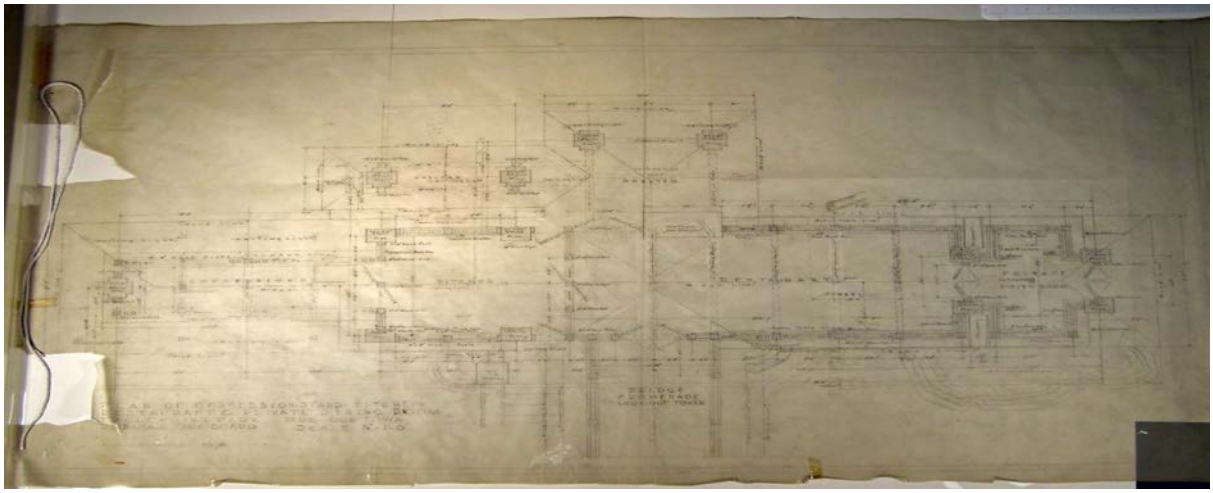


FIGURE 6 Partial plan illustrating the eastern range of the Bridge Complex by Alfred Caldwell, 1934. Source: Dubuque Museum of Art E22, 1934.

The eastern range of the Bridge Complex has four inch flagstone and terminates in a massive stone abutment. On the western end of the Bridge Promenade is a small dining room with a cantilevered balcony, hearth and steps to the Lookout Tower. [Photo 27] Access on the western end of the Bridge Promenade is made via the massive stone steps descending to the large stone patio containing both the Indian Room with its attached restrooms and the Veranda Rooms.

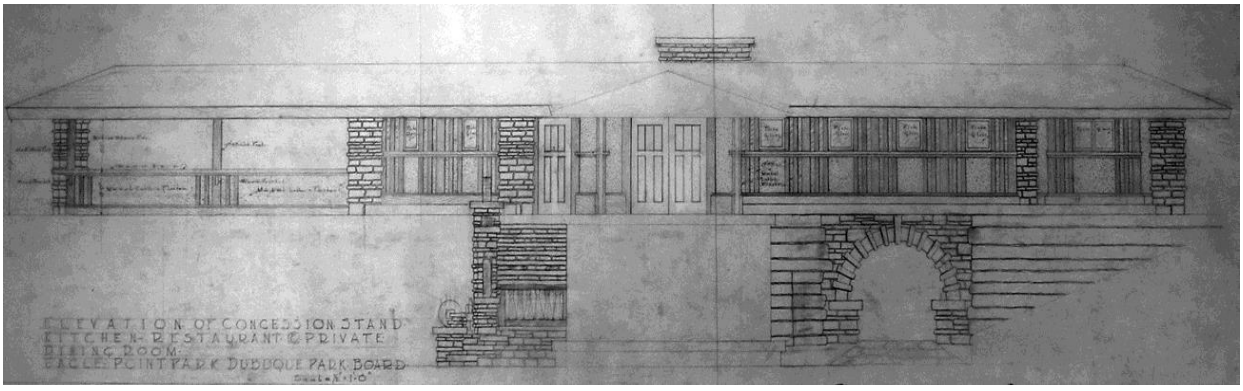


FIGURE 7 Elevation of the eastern range of the Bridge Complex and its supporting superstructure by Alfred Caldwell, 1934. Source: Dubuque Museum of Art, DUMA E23, 1934.

The eastern range is supported by 3' stone piers resting on 5' deep rock fill while the bridge is stabilized with steel girders. A ten foot cement patio fronts the eastern range of the Bridge Complex, curving around both ends and forming elevated patios with ornate wooden fencing.



FIGURE 8 Detail of the western end of the Bridge Complex, showing the deterioration of the balcony and its missing lighting fixtures. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

The southern patio contains a covered garden bench and curves to the west with stone steps that lead to the drive and a flagstone path to Open Air Pavilion. Beside the eastern entrance are stone steps leading though a vaulted arch to the drive. Under each stone abutment supporting the bridge water reservoirs were installed, fed by 5 cisterns on the hill to the east on the highest geographic point in the park. These reservoirs became obsolete when the park was annexed by the City in 1940.[11]

The Bridge Complex has a low-pitched roof with wood shingles terminating in broad eaves with copper flashing. The long, horizontal roof plane – an essential element of Prairie style architecture – contrasts with walls of stucco in which the studding is flush with the surface, creating panels encasing horizontal rows of casement windows under the eaves. The Complex is in need of repair both inside and out, with the Lookout Tower in the most need of attention. As can be noted in Figure 8, the balcony on the western end has noted damage on the exterior and the entire feature of the complex has been closed to the public for repairs.

[11] Helen Mercer notes from incomplete National Register nomination of 1989; City of Dubuque Archives Folder C, section F-11, p.2. City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA.

Veranda Rooms
The Veranda Rooms was designed by Alfred Caldwell, but completed after his termination in 1936 under the direction of his chief assistant, Wendelin Rettenberger. In keeping with the other buildings in the 'City in a Garden' group, the Veranda Rooms is a north-south building with exposed studding on stucco for the eastern wall with the remaining walls compose mostly of stratified limestone measuring 20' by 28'. Clerestory casement windows adorn the north and south ends of the pavilion. There are interior and exterior fireplaces on the western wall [Photo 32] Transom dormers adorn the eastern and western sides of the roof, while 7 foot high overhanging eaves extend three feet out from the walls. The building sits on a large flagstone patio with a circular planter, retaining walls, a semicircular plaza with built in water fountains – all constructed from stratified native limestone. [Photo 33]

Terrace Room
The Terrace Room stands apart from the other buildings in Caldwell's grouping since its original purpose was as a tool shed and forge for the workers. According to a memo by Wendelin Rettenberger, Superintendent of Parks dated December 10, 1937 the Veranda Rooms which had formerly housed the workshop and pumping station for the building project had now been converted to a picnic shelter and there was a need to create a new building 'for housing the project timekeeper, W.P.A. tools and materials' as well as a workshop.[12] The building was complete except for a chimney to be used as a stove and blacksmith forge. According to Rettenberger, the building was 'a sore spot and detracts from the beauty and value

of the new building group ['A City in a Garden' grouping by Caldwell].'[13] The Terrace Room is 17' by 35' and stands about fifteen feet below the grade of the main road and parking lot. One approaches the building from a staircase from the parking lot on the Southern Gate Road and the eastern façade is dominated by an exterior fireplace. The north and west faces of the building are composed with asymmetrical arrangement of windows and striated wall of native limestone. The south façade is constructed of wooden barn siding topped by stationary clerestory windows. This modest building is topped by a hipped roof with asphalt shingles. There is a concrete patio on the northeast corner of the building and a large oak tree shelters the entire building. [Photo 7] This building was converted to use as a picnic shelter in 1958.[14]

[12] Dubuque City Archives City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA. Folder C Memo from W. Rettenberger December 10, 1937, p.2
[13] Dubuque City Archives City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA. Folder C Memo from W. Rettenberger December 10, 1937, p.3
[14] Dubuque's Eagle Point – 164 Acres of Beauty, *Telegraph Herald* (1960), p.1.

Log Cabin Pavilion

The Log Cabin Pavilion is the most recent of the New Deal era buildings in Eagle Point Park. Designed by Caldwell's apprentice and park superintendent Wendelin Rettenberger, the Log Cabin shelter is constructed on the southernmost point in the park approximately 350 feet above the city and well below the highest points in the park. The Log Cabin was constructed by the National Youth Administration [NYA] between 1937 and 1939. The north-south aligned building is a 40 by 30 foot one room building constructed of stripped and stained logs that rest on a two and one-half foot native limestone foundation. The cabin is capped with a low-pitched wood shingled roof supported by exposed log roof beams.



FIGURE 9 Detail of the complex fireplace on the western façade of the Log Cabin pavilion. Source: Photograph by Dr. Julie Schlarman, September 23, 2014.

There are covered porches on the east and west faces creating a cruciform footprint. The building has attributes of both the rustic architecture principles of New Deal era recreational buildings and then the stone work exhibiting the stratified ledges like that of Caldwell's 'City in a Garden' buildings and Rettenberger's other features. The Log Cabin rests on a limestone patio which is surrounded by a two and one-half foot high limestone retaining wall. The western face of the building has a large stone fireplace with three separate flues for outdoor cooking as shown in Figure 9.

Open Air Pavilion

Open Air Pavilion was one of the first Post- World War II improvements to Eagle Point Park. This exceptionally large shelter was built to hold either one large gathering or three to four smaller ones in a communal setting. This pavilion was designed by local architect Paul Rossiter in 1954 and sited just south of the Bridge Complex and west of the Southern Gate Road. In a memo dated January 12, 1955 by the Dubuque Park Board, Open Air Pavilion was described in the following manner:

> The piers and fireplaces are constructed of native limestone and constitute bearing points for the laminated wood roof trusses, which in turn support a tongue and groove horizontally placed roof deck. This eliminated unsightly purloins and rafters, and heightens the beauty created by the mingling of stone and wood.[15]



FIGURE 10 Interior of the Open Air pavilion looking south. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

[15] Dubuque City Archives City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA. Folder F, Memo from the Dubuque Park Board dated January 12, 1955.

Open Air is a U-shaped building, measuring 40 foot on each side, with ten feet of overhanging eaves and resting on a concrete patio. Fireplaces are located on the northeast, southeast and northwestern corners of the building. Those fireplace piers are equipped with grills for cooking, warming areas and shelves, plus electrical outlets, as shown in Figure 10. The building can be approached from the west by a stone staircase and an ADA accessible concrete walk and from the north by a limestone path from the Bridge Complex. The pavilion is well suited for large family and community gatherings as it has direct and immediate access to the Wading Pool, a play area with a large sandbox, swings and climbing equipment, the horseshoe pits, and the Meadow which is frequently used for badminton, volleyball and softball.

Tri-State View Pavilion

Tri-State View is a modest covered picnic area on the eastern edge of the park, midway between Shiras Memorial and the Log Cabin pavilion. The rectangular building is 12 by 25 foot consisting of four brick posts supporting a pitched wooden roof covered with modern asphalt shingles. The shelter sits on a concrete patio with a concrete east-west walk from Kramer Circle Drive. This pavilion was constructed c.1959. The simplistic design has no defining stylistic character but provides an intimate view of the Mississippi River.



FIGURE 11 Tri State View Pavilion looking east over the Mississippi River. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

Eagle's View Pavilion

Eagle's View Pavilion is the newest picnic building in the park. The pavilion is situated between Riverfront Pavilion to the north, Shiras Memorial to the south and located on one of the highest points in the park overlooking the Bluff's Edge Promenade to the east. Eagle's View was built in the early 1970s to replace the Louis Arrandeaux Log House which had been moved from its original location on Second and Locust Street in 1933 to the park and then moved again to its current location on the grounds of the Mathias Ham House on Shiras Avenue in 1967.[16]. The design of the shelter is in a postmodern take on the rustic architecture found elsewhere in the park. The shelter consists of two piers of stratified limestone that act as both supports and working fireplaces/chimneys. The superstructure of the pavilion consists of wooden trusses reinforced with steel braces and topped by a complex roof which is steep pitched on the south side and low pitched on the north. The overhang is 10 feet on three sides and on the eastern side is 18 feet deep. The pavilion rests on a concrete patio with two concrete walks – one from the east and Kramer Circle Drive and the other approaches from the north and connects the pavilion to the newest public restrooms and the parking lot adjacent to Riverfront Pavilion.



FIGURE 12 Eagle's View Pavilion looking south. Source: Photograph by Dr. Julie Schlarman, September 14, 2015

[16] http://www.encyclopediadubuque.org/index.php?title=LOG_CABIN

Other Structures and Resources in the Park
Also spanning the over one hundred year old history of the park are buildings such as public restrooms and others which performed a variety of functions for park visitors. Other structures and resources within the park include the park entrance kiosk, the Streetcar Stand, the Band Shell, the water tower and a building (former concession stand) which is now used as maintenance shed. There are also two small machines sheds, one to the west of the water tower and the other on the hillside west of the Streetcar Stand.

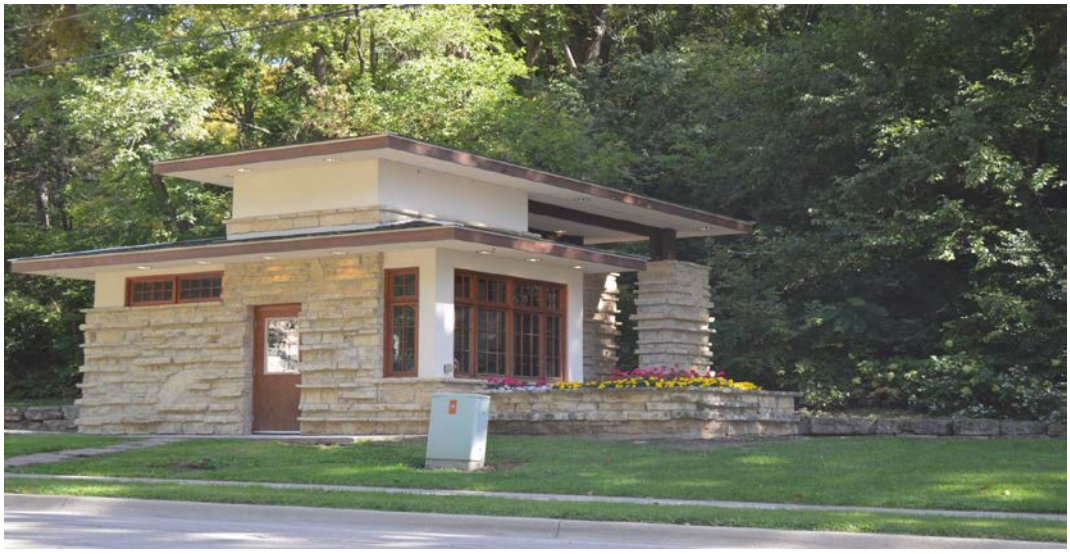


FIGURE 13 Entrance Kiosk facing northeast. Source: Photograph by Dr. Julie Schlarman September 23, 2014.

Entrance Kiosk
The Entrance Kiosk on Shiras Avenue is the newest structure for the park and controls traffic into the park. Due to continued vandalism in the park through the 1960s and 1970s, the City of Dubuque began to enforce an admission fee to reduce the problems. The entrance kiosk is a Postmodern styled toll booth, with stylistic reference to the Prairie style/New Deal era structures and buildings contained within the park. The kiosk sits along Shiras Boulevard only a few hundred feet from the main entrance. The building is 15 feet square with a drive through awning on the east side supported by two piers of stratified limestone. [Figure 13] The southern face consists mostly of wooden casement windows fronted by a limestone planter for seasonal blooms. The access road through the kiosk

then joins with the Southern Gate Road just below the main entrance. Access to the building is through a single door on the west face of the building.

Streetcar Stand

The Streetcar Stand is located on the eastern side of the circular drive part of the Southern Gate Road, midway up the bluff. The structure is a simple, rustic lean-to shed constructed on wooden posts and siding on a concrete slab and footings. The slanted roof is covered with wood shingles. [Photo 2] The building was once flanked by dual staircases and is dwarfed by the enormous bald eagle statue and planter to its west. The stand was built c1925 and was used as a shelter for visitors using public transit to the park. When streetcars were replaced by buses, the stand was used by those patrons. The stand is now used for information and maps.

Band Shell

The Band Shell[17] was constructed in 1958 and points to communal improvements that were evident in the park in the post-World War II era. The building consists of a concrete platform used as a stage and topped by a sweeping cantilevered roof of wood and asphalt shingles. The building has a storage/dressing room at its rear with access on the eastern side and from the stage through wooden double doors constructed of native limestone. Access to the stage is also available on the eastern face by a short staircase which is hidden from the audience by an 8' x 8' screen wall of striated limestone as shown in Figure 14. The complex roof is flat over half of the dressing room, then ascends dramatically at about a 70-degree angle to a height of approximately 30 feet over the stage/concrete platform. This acoustic awning is also equipped with lighting.



FIGURE 14 Band Shell, camera facing south. Source: Photograph by David Cobb Craig, 2010.

[17] Fine Arts Community Shell was the original name of the Band Shell.

There are permanent metal benches installed for a modest audience to the north of the stage and for large events guests often sit on the hillside adjacent to the Meadow. The building was designed by the firm of Rossiter and Ham in 1958 to harmonize with the existing Prairie style architecture within the park. The Band Shell has been home to the Tri-State Wind Symphony for the last two decades.

Water Tower

The water tower at Eagle Point Park is a noteworthy Dubuque landmark. Its construction marks the annexation of the park by the City of Dubuque in 1940. The tower was a New Deal project, constructed shortly after the City of Dubuque annexed the park. Water towers are a form of community branding and a significant 'signpost' for many Midwestern cities and towns; like grain elevators, towers have become the rural equivalent of skyscrapers. The water tower is 50 feet in diameter and 100 feet tall, which makes it easily seen from many parts of the city. In recent years the water tower has become the home for turkey buzzards, which soar on the currents of air over the river and then rest on this conspicuous perch, as seen in Figure 15.



FIGURE 15 Water Tower, camera facing north with turkey vultures sunning themselves on a cool autumn morning. Source: Photograph by Dr. Julie Schlarman October 17, 2015.

Concessions Stand

The former concessions stand which stands on the narrowest part of Kramer Circle Drive now serves as a tool and machine shed for park maintenance. [Photo 46] This building was another important community amenity in the park. The exact date of construction had not been determined, but the rustic style of the building is in harmony with other New Deal era service buildings such as the public restrooms across the road. This structure sits on a concrete slab with wooden frame and large wooden sided awning style openings, hinged at the tops so they could be swung up to provide open windows and counters. The integrity of the building exterior is still intact despite its new functionality. The building operated as a concessions stand through the 1950s and 1960s and was often the hub of activity on hot summer days.

There are four handicap accessible public restrooms of two distinct styles with indoor plumbing located in the following locales – A –midway between Open Air Pavilion and the Band Shell, B – between Riverfront Pavilion and Eagle's View Pavilion, C – at the south end of the park near the Log Cabin.



FIGURE 16 Accessible restrooms located between Eagle's View and the Riverfront Pavilions, camera facing south. Source: Photograph by Dr. Julie Schlarman, October 1, 2015.

Pavilion. Restrooms A, C and D are of the rustic style typical of New Deal era architecture with the facilities near the Log Cabin shelter constructed by the National Youth Administration at the

same time as the shelter, council ring and staircase to the shelter in the late 1930s. Each of these facilities is a wood frame and sided building topped with a low pitched roof covered with asbestos shingles. The buildings rest on concrete platforms and are fronted with wooden screens which obstruct the direct view of the doorways for privacy and modesty purposes. Restroom B is the newest in the park added in the 1990s to provide an ADA accessible facility close to the largest and most frequently used pavilion, Riverfront. This building was designed to harmonize with others in the park in a Postmodern style which echoes the materials and scale of the other restrooms but with a plan set diagonally on the site and including triangular limestone planters on the north and east sides. The fifth set of public restrooms are attached to the west face of the Indian Room, as previously noted.

Landscape Features in Eagle Point Park

The primary thoroughfares of the park are as follows: Southern Gate Road, Eagle Point Drive, Memorial Drive, and Kramer Circle Drive. All or part of each one of these thoroughfares appears in the 1909 plan of the park.

Southern Gate Road

Southern Gate Road is a 2-way road that leads from the park entrance on Shiras Avenue, ascending the hill by doubling back on itself at the circular drive, passing through the Bridge Complex and ending in the juncture of Eagle Point Drive and Memorial Drive.[18] Near the front entrance of the park, the road is intersected by the frontage road which park patrons must use to gain access. The road is lined with mature hardwoods including many varieties of oak. As the road then gently rises past the circular drive of the former streetcar line. The road progresses past the horseshoe pits and other recreational features. The western side of the road is lined with parking spots. Near Open Air and the Bridge Complex the trees along the road become sparse. After the road passes under the bridge, it meets the northern parking lot and Memorial Drive to the south.

[18] Formerly known as Ravine Road in the park's early history and in the 1909 plan of the park. The lower end of Southern Gate Road was significantly changed during the New Deal era.



FIGURE 17 Scenic overlook of the Mississippi River from Eagle Point Drive; camera facing northeast. Source: Photograph by Dr. Julie Schlarman June 27, 2015.

Eagle Point Drive

Eagle Point Drive is also a two-way road which runs the northern ridge of the park from the parking lot between the Fish Pond and tennis courts to a sharp turn which intersects with Shiras Avenue as it descends to the location of the former back entrance and gates. As the drive traverses the top of the bluff the road provides scenic overlooks. Access from this road to the park for vehicles has been obstructed by gates and fencing at the parking lot which were installed to regulate park fees. There is pedestrian access to the park from a break in the fence and parking spaces on the north side of the park for those patrons. On the western boundary of the road is private property with a few homes popping up over the last 50 years.

Memorial Drive
Memorial Drive is a two-way road which begins at the juncture of Southern Gate Road and the parking lot near the Fish Pond and ends at the parking lot adjacent to Riverfront Pavilion. The drive is the shortest in the park and is tree lined its entire length with hardwoods.

Kramer Circle Drive

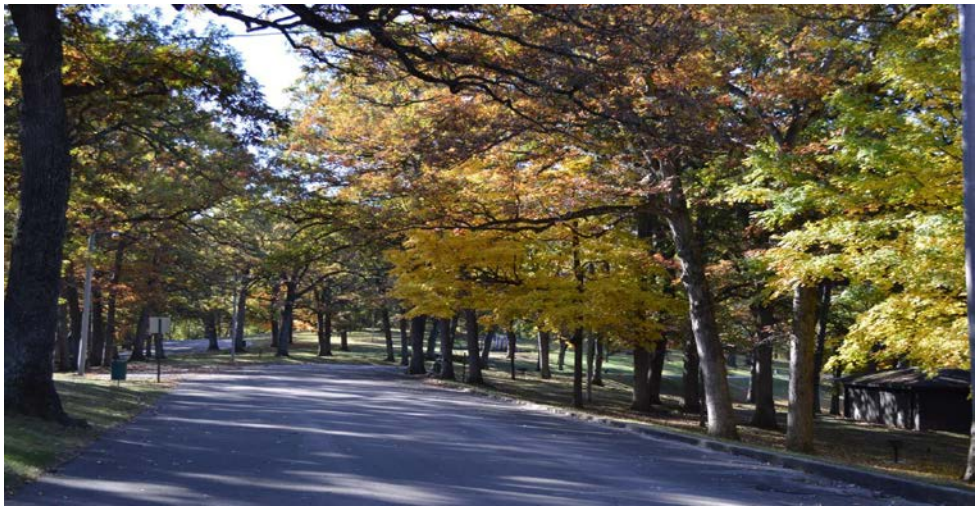


FIGURE 18 Tree-lined Kramer Circle Drive with public restrooms [C] on far right; camera facing south. Source: Photograph by Dr. Julie Schlarman October 1, 2015.

Kramer Circle Drive is a one-way road which begins and ends at Riverfront Pavilion and encompasses the southern section of the park[19.] The southern passage of the drive is tree lined and contains parking spaces and wooded area on the western side for most of its length. The drive then circles the water tower and progress north in a meandering fashion past pavilions, playgrounds, paths, picnic areas and scenic overlooks. Parking spaces are sparse on this side of the drive, but it is also tree lined, with wooded areas to the east. A frontage road near the old concessions stand links the two parts of the drive together. The drive then curves to the south towards Shiras Memorial and its small parking area, and progresses north towards Riverfront Pavilion where it terminates.

[19] Google Maps mistakenly identifies Kramer Circle Drive as Memorial Road.

The drive gently rises to this portion of the drive as it dramatically opens up to a view of the river and the opposing bluffs as it passes above the Bluff's Edge Promenade. The drive is lined with trees on the western side, which also contains parking spots.

Southern Gate Road is a dramatic ascent through a heavily wooded lane which then opens to the level area of the former streetcar stop, with a circular drive, planter, Streetcar Stand and other landscape features. Encircling half of the circular drive is a concrete retaining wall, which is intersected by the former dual staircases and the Streetcar Stand. A fiberglass statue of a bald eagle dominates the scene. Perched on a 15-foot-high limestone pier, this c1990 exact replica [10 foot high with a 12 foot wingspan] replaces the vandalized original which was installed in the early 1950s.[20] [Figure 19]



FIGURE 19 Eagle statue with plantings in foreground, Streetcar Stand and former dual staircases; camera facing southeast. Source: Photograph by Dr. Julie Schlarman October 1, 2015.

[20] This information was obtained through conversations with local citizens and their recollections of the park. There may have been a stature of an eagle at this site since the 1920s.
[21] Rettenberger was an apprentice at the part from 1924 to 1936 when he was appointed Park Supervisor. He served in that position until 1952 when he retired.

Streetcar trail
There are a number of paved walks/paths in the park, as well as unpaved trails. A bicycle and pedestrian trail leads from the south park entrance to the Streetcar Stand located in the circular drive. This trail traces the old streetcar line which served the park from 1912 to the late 1920s.

From the circular drive pedestrians ascend to the park elevation [884 feet at highest point] via the steep stairs and path which flank the Streetcar Stand. Originally there were two sets of stairs/paths and all that remains on each are the first two runs as shown in Figure 19. The southern staircase has had all of the upper treads removed; however, the concrete stringers remain in the upper runs of this staircase. The upper part of the northern staircase has been replaced with a concrete path as shown in Figure 21. This path then intersects with an east-west concrete walk that connects the Riverfront Pavilion and Band Shell with public restrooms.



FIGURE 20 Photograph of remnants of the staircase south of streetcar stand and portions of the concrete retaining wall. Source: Photograph by Dr. Julie Schlarman October 17, 2015.

Bluff's Edge Promenade
Allison Point
Shiras Point
Stone retaining walls
Mechanical viewers [3]

Southern viewing point

The eastern edge of the park permitted views of the Mississippi River, the Eagle Point Bridge [demolished in 1983], Lock and Dam #11 in later years and the bluffs opposite the river in Illinois and Wisconsin. The park sits atop a bend in the river and from the Bluff's Edge Promenade one is provided views of three states. As one of the oldest landscape features in the park, this walk is over 900 feet long and one of most favored features as well. Stretching from Riverfront Pavilion in the north and Shiras Memorial at its southern end, the Promenade is supported by limestone retaining walls built up from the sheer rock face in the 1950s as illustrated in Figure 21. To the west of the walkway is a broad lawn spotted with flowers beds. The walk itself is provided with mechanical viewers, water fountains, benches, and tall chain link fencing. Concrete patios mark the historic sites for viewing – Shiras Point and Allison Point. To the south of Shiras Memorial is an informal walkway leading to a viewing point for the city and the river below the lock and dam.



FIGURE 21 Photograph of remnants of staircase [north of streetcar stand]; camera facing south. Source: Photograph by Dr. Julie Schlarman June 27, 2015.



FIGURE 22 Bluff's Edge Promenade from Shiras Memorial; part of Lock and Dam #11 on lower right; camera facing north. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

Playgrounds [6]

Eagle Point Park is rich with recreational areas including six horseshoe pits, six tennis courts, a children's wading pool and six play areas with swings, slides, sandboxes and climbing equipment. These facilities trace the popularity of outdoor games and sports since the park's origins in the early 20th century. Traditional swing sets of metal pipes, chains and rubber seats are still evident in all of the playgrounds sharing the same areas as modern equipment. During the summer season, picnic tables are placed throughout the park and 88 permanent barbeque grills on concrete pads dot the landscape. As running water was an early feature of the park, fountains, spigots and water pumps are other amenities provided to visitors and widely distributed throughout the park.[22]

[22] 'Eagle Point Park Plans,' *Telegraph Herald*, May 15, 1910, p. 16.

Wading Pool
Meadow
Horseshoe Pits [6]

One of the main recreational areas in the park is adjacent to Open Air Pavilion. Here is contained the wading pool with benches, horseshoe pits, two of the six playgrounds including a large sand box and adjacent to the Meadow [Figure 23]. The Meadow near the Bridge Complex and Open Air Pavilion has



FIGURE 23 The Meadow from Open Air Pavilion with the Band Shell in the background; camera facing east. Source: Photograph by Dr. Julie Schlarman June 14, 2015.

historically been utilized for games such as volleyball, badminton and softball. This feature can also be noted in the Robinson/Lowrie 1909 plan for the park. The meadow is surrounded by mature trees.

[6]

Viewing
Stone steps
Stone water Fountain
Cobblestone Walk

The early history of the park included two tennis courts and in the late 1930s there was a push to expand this recreational feature. The new courts were added with elements and features designed to harmonize with the other new features to which it was physically linked – Caldwell's 'City in the Garden' and the Fish Pond and Ledge Gardens. The tennis courts sit significantly below the grade of the parking lot to its east [which was the site of the earlier courts] and on the same level as the Indian Room to their south. There are two distinct approaches to the courts – from the south there is a cobblestone walk sheltered by Lombardy pines and from the east there is a limestone staircase complete with a viewing bench and water fountain as shown in Figure 23. The parking lot adjacent to the tennis courts and fish pond is ledged with limestone – rough pieces on the western edge and blocks of stone on the eastern edge – and contains log style signage and three circular stone planters as shown in Figure 25.

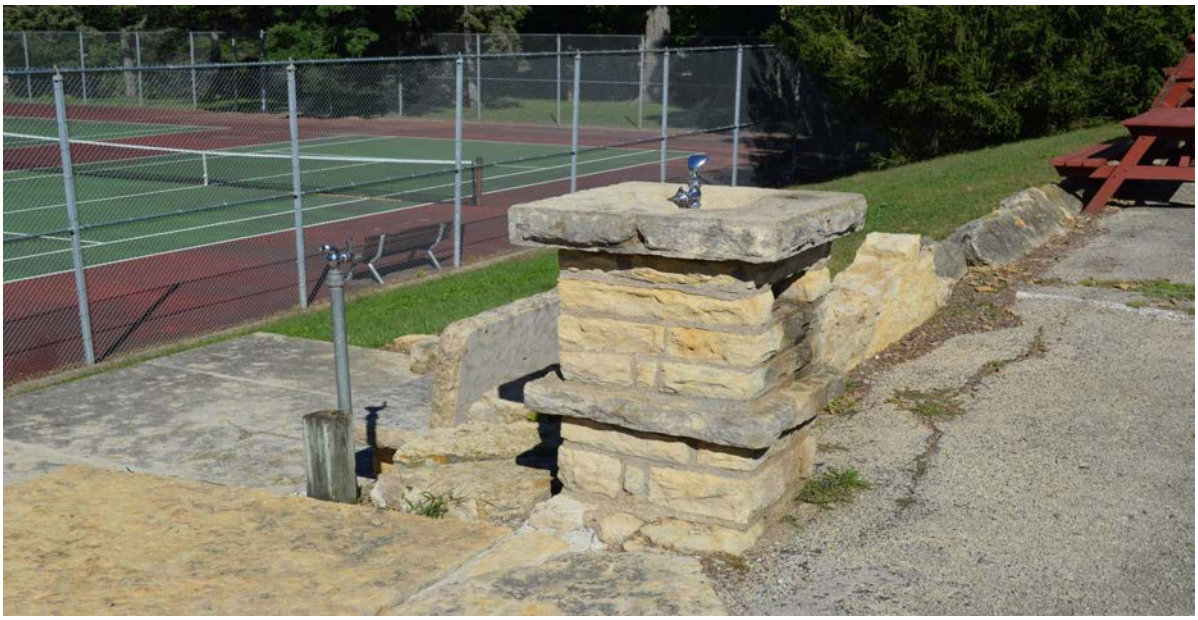


FIGURE 24 The water fountain, limestone viewing bench and parking lot edging with tennis courts in background; camera facing northwest. Source: Photograph by Julie Schlarman June 21, 2015.



FIGURE 26 Stone planter in parking lot adjacent to tennis courts. Source: Photograph by Dr. Julie Schlarman June 27, 2015.

'City in a Garden' Landscape Features

The New Deal embellishments to the park contributed some of the most unique forms of Prairie style landscape architecture in the nation. This era included integrated landscape elements and pavilions. The Bridge Complex, Veranda Rooms and the Indian Room with public restrooms were conceived as a singular entity as illustrated in the model shown in Figure 26. This integrated design includes both indoor and outdoor entertainment spaces designed by Alfred Caldwell in the 1930s. One of the charming aspects of this complex is the attention to detail in the amenities. Stone walls have projections which provide seating or steps for children, a standalone covered bench, and piers which serve as a water bubbler as illustrated in Figure 28. There are staircases, cobblestone paths and native stone patios which encircle the buildings so they may be accessible and used both inside and out.



FIGURE 27 Wood and plaster model of Bridge Complex – upper left, Indian Room and restrooms – lower right, patio, and Veranda Rooms on the far right as built. No date for model. Source: Alfred Caldwell drawings, models and plans. City of Dubuque Parks Division, Dubuque, IA.

The Bridge Complex spans the main drive and connects the East Rooms with the terraced stone patios and semi-circular piazza which surround the other main pavilions on this locale, which is in turn connected to other park features by flagstone walks. Supporting the East Rooms is a fantastic superstructure of ledge gardens, vaulted underground staircase, and elevated patios with decorative fencing. The patio near the Veranda Rooms has a circular stone planter for seasonal blooms.



FIGURE 28 Water bubbler, steps and semicircular stone patio in background; camera facing south.
Source: Photograph by Dr. Julie Schlarman September 14, 2015.

The 'City in a Garden' feature is mainly devoid of trees, consisting mostly of stone and concrete patios and surrounded by sloping lawns to the west. Beyond the lawns are native woods. The entire complex was an ingenious solution to spanning a thoroughfare on a sloping piece of land.

Ledge Garden
Fish Pond Landscape Features

One of the truly unique elements in the park is the Ledge Garden and Fish Pond and encompasses a landscaped area of the park which blends together picturesque and sublime elements. This elaborate feature sits on multiple terraces with the pond itself about 40 feet below the level of the main road, and creates the illusion of being in a large secluded oblong bowl of over 900 feet long. The landscaping includes a prairie stream, reservoir, cascade, ledge garden composed of native stone and a collection of council rings for small gatherings. Today the terraces are mostly grassy lawns surrounded by the rock walls, rock ledges and trees. Caldwell's blueprint for the ledge gardens, which is part of the Dubuque Museum of Art's archive, demonstrates the designer's desire to create a feature with integrated native elements.[23] This would have included native woodland vegetation such as trillium, bleeding hearts, violets, and lady slippers contrasting with the park board request for a formal rose garden.[24]

[23] Alfred Caldwell's 'City in a Garden' plan, 1934. This drawing is titled 'Rose Garden Rings' includes not only plans but directives on plantings.
[24] Chicago Architects Oral History Project, Department of Architecture, the Art Institute of Chicago, c1987. Oral history of Alfred Caldwell interviewed by Betty J. Blum.



FIGURE 29 Ledge garden, camera facing south. Source: Photograph by Dr. Julie Schlarman September 21, 2015.

Historic photographs and postcards illustrate the fact that the terraces of the ledge garden contained flower beds with seasonal blooms. The author recalls the annual trip to the park with her Girl Scout troop to plant one of the flower beds near the pond. The postcard illustrated in Figure 30 represents the abundant display of woodland flowers and water plants that inhabited the ledge garden and fish pond. The weeping willow trees that once surrounded the fish pond are no longer in existence. Another important feature of the ledge gardens is the council ring, a circular bench which evolved from Alfred Caldwell's mentor Jens Jensen, whom he had worked for from 1926 to 1931. Jensen's influence on Caldwell is also evident in the gentle cascade, prairie stream and the meandering, stepping stone limestone paths.



FIGURE 30 Postcard of 'Pool and Rock Garden, Eagle Point Park', c1950 Source: Collection of Dr. Julie Schlarman.



FIGURE 31 Photograph of the eastern council ring, 1935. Source: Telegraph Herald November 11, 1934.

From behind the eastern wall of the fish pond, one travels about along the bluff's edge on an unpaved, heavily wooded trail to the most noted of Caldwell's council rings. This feature gained its notoriety due to its dramatic siting in which it sits like a turret on the edge of the bluff with stunning views of the river in the background. The ring has fallen into disrepair and the unpaved paths to the site have been recently neglected. The view has been obstructed by overgrowth.



FIGURE 32 Photograph of council ring, public restrooms and part of the parking lot adjacent to the Log Cabin Pavilion. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

Council Ring
Stone planter
Stone steps/walk
Stone veranda/walls
Southern viewpoint

Another major area for landscape design during the New Deal era of the park was at its southernmost point. Located below the water tower and at the southern end of Kramer Circle Drive are the features designed to embellish and provide access to the Log Cabin Pavilion. On a terrace between the pavilion and the main road, the Youth Program Administration created a picnic area which included a stone planter for seasonal blooms, a council ring, playground, public restrooms and a parking lot, partly shown in Figure 34. There is a cobblestone staircase which

leads from the upper terrace and parking lot to the Log Cabin below. There is also an unpaved trail to the southernmost lookout point from the shelter, which appears on both the Robinson/Lowrie plan of 1909. This site is cleared of vegetation and has a metal bench to take in relaxing views of the city.

The following **Integrity Statement** for Eagle Point Park is based the Applicable National Register Criteria qualifying the property for National Register listing:

A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

The retention of specific aspects of historic integrity is evident in seven aspects of Eagle Point Park that convey its local significance. The following sections discuss the seven aspects and explain how they combine to produce integrity for Eagle Point Park.

Location
Eagle Point Park is a large community park located atop the limestone bluffs that overlook Lock and Dam No. 11 on the Mississippi River on the northeast side of the city of Dubuque, providing a spectacular view of Iowa, Illinois, and Wisconsin. This large urban park was conceived in the City Beautiful style in 1909 by Charles Mulford Robinson and Charles Nassau Lowrie. The tree-lined drives, panoramic views of the city, river and the eastern bluffs of Wisconsin and Illinois offers an amazing experience that appeals to all ages. Nearly all of the original plan of the park is intact and contains 164 acres.

Design
The idea for Eagle Point Park was conceived in 1907 by local leaders. In June of 1908, 100 acres were deeded to the city and became Eagle Point Park. Since the original purchase, 17 parcels have been purchased or donated, which brings the park to its present size of 164 acres. Streetcar traffic began to serve the park in 1912. Union Electric Company constructed the track, turnaround, and waiting station in the area at the park entrance where the eagle statue and flower beds are found. The Riverfront Pavilion and Shiras Memorial Pavilion were constructed along the riverfront promenade.

The park took on a new look in the 1930s when the City received a $200,000 Works Progress

Administration (WPA) grant and hired Alfred Caldwell, a gifted landscape architect. His love of Prairie School architecture is very recognizable in the park buildings and gardens. Caldwell's exceptional use of native construction materials, craftsmanship and unique designs make the park one of the most beautiful in the Midwest.

After World War II, several open air pavilions, a band shell, and other park amenities were added to Eagle Point Park. Since 1990, updated play structures, accessible restrooms, and landscape features have been added.

Setting
Rugged and complex topography adds to the highly scenic character of the park. On a bluff top overlooking the Mississippi River, Eagle Point Park is an area of natural quality for outdoor recreation, with walking, viewing, sitting, picnicking, and restroom facilities. The park has several open air and closed pavilions, horseshoe pits, drinking fountains, a seasonal lily pond with waterfalls and goldfish, a band shell, and tennis courts. Other features are playground equipment, barbecue grills, nature trails, flower gardens, and spectacular views.

Materials
Park facilities and amenities in Eagle Point Park make extensive use of native limestone and wood, from the original historic pavilions to the recently constructed ADA-accessible restrooms. Native limestone is found in buildings, landscaping features such as terraces and steps, retaining walls, fireplaces and chimneys, and the fish pond. Wood is used extensively in buildings, including in the form of logs, framing, siding, shingles, and architectural features. Glass windows are found in some of the park buildings.

Workmanship
These six WPA projects designed by Caldwell and built in the Prairie School architectural style in the 1930’s reflect a high degree of workmanship with the use of native limestone and wood: Terrance Room, Veranda Rooms, Indian Room, Bridge Complex, Rock Garden and Fish Pond.

Feeling
Eagle Point Park is considered both a community park and a regional park because of its size, abundant recreational facilities, and many visitors from Dubuque County and the tri-state region. Eagle Point Park is a community asset and a regional destination where visitors and residents can reconnect with nature by experiencing the natural, cultural and ecological aspects of the environment through cultured grounds and natural areas. Below is a list of the key park amenities that contribute to the feeling that Eagle Point Park is one of the most outstanding parks in the Midwest.

The *Terrance Room, Veranda Rooms, Indian Room and Bridge Complex* were built in the 1930s as a WPA project during the great depression.

The *Riverfront Pavilion,* built in 1910, is the oldest pavilion in the park. Riverview walk was constructed in 1950 and quickly became the most popular area in the park.

Viewing towers are available to the public, showcasing the panoramic view of Iowa, Wisconsin and Illinois, and Mississippi River Lock and Dam #11.

The *Shiras Memorial Pavilion* is located at the walkway's end and was built in 1921, in honor of Judge Oliver Shiras, the local person most responsible for the park's creation.

The *Log Cabin Pavilion* was constructed in 1939 with funds from the National Youth Administration. It overlooks Dubuque's Point area and downtown.

The *Rock Garden and Fish Pond* were also built as part of the WPA project, and are made of limestone. A handicapped accessible walk extends north from the riverfront pavilion to the fish pond, avoiding the steep rock steps along the way.

The *Main Park Entrance* road extends from the toll booth for a quarter of a mile. A turnaround was constructed in 1912 as streetcars brought picnickers from downtown. On that spot today a large eagle statue and circular flower bed welcome you to Eagle Point Park.

The *Trolley Line Trail* is a one-half mile paved bike/hike trail that follows the route of the original streetcar service to the park from the Ham House Museum parking lot on Shiras Avenue to the turnaround, with a rest area including public art at trail midpoint.

Association
In 1973, the National Park Service determined that Eagle Point Park was eligible for the National Register of Historic Places (NRHP). The park has multiple historic themes, contexts, and attributes that contribute to its significance.

1908 - 1921 Early Park Inception and Development:
Charles Mulford Robinson and City Beautiful Movement
The idea for the park was conceived in 1907 when Charles M. Robinson, a noted eastern park specialist, visited Dubuque. After touring scenic locations in the city, Robinson made this comment

to his hosts: "I have never seen a place where the Almighty has done more and mankind less, than Dubuque."

In 1908, 100 acres were deeded to the city and became Eagle Point Park. The Riverfront Pavilion, built in 1910, is the oldest pavilion in the park. Streetcar traffic began to serve the park in 1912. The Shiras Memorial was added in 1921.

1934 - 1939 Public Works and the WPA:
Alfred Caldwell and the Prairie School Movement in Landscape Architecture
In the 1930s, the City hired landscape architect Alfred Caldwell as Park Superintendent with a $200,000 Works Progress Administration grant. The influence of Prairie School architecture is very recognizable in the exceptional use of native construction materials, craftsmanship and unique designs in the buildings and gardens.

Eagle Point Park is noted in the 2004 American Institute of Architects, Iowa Chapter publication, *A Century of Iowa Architecture 1900-1999*, as "A remarkable example of Prairie School landscape architecture, the designer [Alfred Caldwell] referred to the plan as the 'the City in a Garden.' The park pavilions are constructed of a horizontal limestone similar to Frank Lloyd Wright's Taliesin buildings, appearing to grow from the ground."

1954 - 1960 Post WWII Park Development:
City Amenities of the Band Shell, Open Air Pavilion and other improvements
The park has several open air and closed pavilions, horseshoe pits, drinking fountains, a seasonal lily pond with waterfalls and goldfish, a band shell, and tennis courts. Other features are playground equipment, barbecue grills, nature trails, flower gardens, and spectacular views.

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

X A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

B. Property is associated with the lives of persons significant in our past.

X C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

☐ A. Owned by a religious institution or used for religious purposes
☐ B. Removed from its original location
☐ C. A birthplace or grave
☐ D. A cemetery
☐ E. A reconstructed building, object, or structure
☐ F. A commemorative property
☐ G. Less than 50 years old or achieving significance within the past 50 years

Areas of Significance
(Enter categories from instructions.)
COMMUNITY PLANNING AND DEVELOPMENT
ARCHITECTURE
ENTERTAINMENT / RECREATION
LANDSCAPE ARCHITECTURE
SOCIAL HISTORY

Period of Significance
_1908-1966

Significant Dates
1909
1910
1912
1920
1934-36
1937-39
1940
1954
1958
1959

Significant Person
(Complete only if Criterion B is marked above.)
N/A4

Cultural Affiliation

Architect/Builder
Robinson, Charles Mulford
Lowrie, Charles Nassau
Caldwell, Alfred
Spencer, John
Rossiter, Paul
Rettenberger, Wendelin

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

Eagle Point Park has local historic significance from the acquisition of the first parcels of land for the park in 1908 ending with the 50 year National Park Service cut-off in 1966. With further research, it may be possible to make a case for state or national significance. The park's historic significance has been broken down into three concurrent themes. The first theme is concerned with the park's early history and origins in the City Beautiful Movement and the national

leaders of that movement who were directly involved in the park design, Charles Mulford Robinson and Charles Nassau Lowrie. The primary concerns of this national urban park movement are landscape architecture, urban planning, social history due to concerns of community wellness, and those pavilions of architectural significance. The first thematic period extends from the acquisition of the land for the park in 1908 to the improvements made to the park as part of the Works Progress Administration during the 1930s. The second thematic period commences in 1934 when the City of Dubuque received federal funding to provide improvements to the park which would permit year round usage and heated shelters. Alfred Caldwell, a student of Jens Jensen and a proponent of the Prairie style of architecture was hired by Dubuque's park board in 1934 and this thematic era will end with the retirement of Wendelin Rettenberger who took over from Caldwell in 1936 and continued until as park superintendent until 1952. The final thematic period extends from 1953 to 1966. This period is primarily concerned with the building of shelters, playgrounds and landscaping issues. The justification for extending the period of significance past the last historic building construction [1959] is due to the continued usage of the park for its original function and to reinforce the significance of the park's natural features as well as those that are built.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

Eagle Point Park is an example of a park which has evolved in design and cultural significance over a century. In order to describe the complexity of the park history this narrative has been broken down into the following contextual themes in chronological order from the origins of the park idea at the turn of the twentieth century to its recent past. Those historic themes are:

- ☐ The City Beautiful Movement and Advocating Urban Parks 1908-1933
- ☐ Influences of the Prairie School: The WPA, Alfred Caldwell and His Legacy 1934-1952
- ☐ Post World War II Optimism: The Baby Boom and Community Concerns 1953-1966

Through each of these themes it will be shown that Eagle Point Park is a locally significant example of an urban park due to the retention of much of its unique history in material terms – its buildings, plan and natural features. One of the chief concerns of the property's custodian,

the City of Dubuque, has been to act with empathy to its history. One of the practical functions of this document will be to act as guidelines for further preservation and conservation of the park and its historic resources.

The Origins of Eagle Point Park: The City Beautiful Movement and Advocating Urban Parks 1908-1931

> One of the pleasantest of the drives leading out from town is that which goes to Eagle Point. One in going there passes through a magnificent collection of natural beauties – not the least of which surround the palatial residence of Mathias Ham, Esq. Green ridged banks, massive, rocky uplands, groves just bursting into a wilderness of leaf and blossom, the imposing bluffs, the wide-reaching river losing itself in the blue distance, the long stretch of greensward swelling, hollowed, flattened like some green sea, all unite in making the scene one full of beauty and grandeur.[25]

In the preceding passage one is reminded of the writings of eighteenth-century and early nineteenth-century English travel writers such as William Gilpin, Uvedale Price, John Claudius Loudon and Joseph Mallord William Turner. Each of these writers and artists informed their readers of the effects the sublime and beautiful in observing and picturing the natural and rugged beauty of rural England and Wales.[26] Likewise these travelers explored the works of contemporary landscape gardeners such as William Kent, Capability Brown, and Humphrey Repton and their writings and imagery helped to codify picturesque notions of the land. The jardin anglais became the model of garden and park design throughout Europe and America well into the twentieth centuy.[27]

[25]The Dubuque Dailey Times, May 9, 1859, p3, c2 as noted in Myers Naumann, Molly and Jacobsen, James E. *Dubuque-The Key City: The Architectural and Historical Resources of Dubuque, Iowa 1837-1955. Phase II Historical and Architectural Report*, January 15, 2002, p.7.

[26] The discussion of beauty in regards to the picturesque can find its early rumblings in Edmund Burke's *Philosophical Enquiry into the Origins of Our Ideas of the Sublime and Beautiful*, 1756. Specific examples of travel writers include Uvedale Price, *An essay on the picturesque as Compared with the Sublime and the Beautiful…*[London:1810]; William Gilpin, *Three Essays on Picturesque Beauty…*[London:1794]; Joseph Mallord William Turner, *Picturesque Views on the Southern Coast of England* [London:1826].

[27] John Claudius Loudon who wrote the 'how to' text titled *The Suburban Gardener and Villa Companion* [London:1838] was a noted influence to American designers Andrew Jackson Downing and Frederick Law Olmsted. Tom Williamson, *Polite Landscapes: Gardens and Society in Eighteenth-Century England* [London and Baltimore, MA: Johns Hopkins University Press, 1995], p. 165-166.

Perhaps it was this early interest the natural beauty of Eagle Point that meant the lack of development on the bluff in the nineteenth century. Interest peaked in terms of picturesque qualities of the 'Point' in the early 1900s. Oftentimes a visitor will lend a fresh eye to the beauty of a place while the local may find it mundane or ordinary. The person who opened the eyes of many Dubuquers to its urban potential was Charles Mulford Robinson, one of the national leaders in the City Beautiful Movement.

The 'idea' of Eagle Point Park has its origins in a national popular development in the late nineteenth and early twentieth century called the City Beautiful Movement. 'The premise of the movement was the idea that beauty could be an effective social control device. "When they trumpeted the meliorative [sic] power of beauty, they were stating their belief in its capacity to shape human thought and behavior."[28] The movement was a reaction to the rapid influx of immigrants into the United States, the lack of healthy urban living conditions and diminishing public spaces in American cities due to rampant capitalism. The City Beautiful Movement sought to link notions of beauty with wellbeing and social order. The origins of the movement commenced with the creation of the grounds and infrastructure for the World Columbian Exposition of 1893 in Chicago and included architects and landscape architects such as Daniel Burnham and Frederick Law Olmsted. Parks were central to the City Beautiful impulse and to Burnham's sense of civic harmony.

> "Fifty years ago," he explained, "before population had become dense in certain parts of the city, people could live without parks, but we of today cannot." Good citizenship, he argued, was "the prime object of good city planning." Civic renewal more generally, Burnham believed, could provide healthy activities to those citizens who could not afford extensive traveling and who thus depended on the city for recreational and cultural enrichment.[29]

In turn, the City Beautiful Movement had its origins in the Public Park Movement which began in the middle of the nineteenth century. 'The urban parks of that era emphasized maintaining "picturesque" landscapes for "passive" use such as picnicking or touring to enjoy the scenery. The built environment was often minimal, consisting primarily of curvilinear carriage drives and winding walking paths from which to enjoy the views of the landscape. Bridges and other structures were kept low and horizontal in form, often using rock from the immediate area.

[28] William H. Wilson, *The City Beautiful Movement* [Baltimore: Johns Hopkins University Press, 1989] p. 80.

[29] http://www.encyclopedia.chicagohistory.org/pages/61.html

Rather than creating facilities for specific uses, large meadows and open spaces were provided to support an array of activities[30]. This movement abandoned the orderly and contrived format of the formal garden in favor of one which drew its influences from the natural world – no

longer nature subservient to man but man in harmony with nature.Later in the nineteenth century saw the rise of the Arts and Crafts Movement, which like the Public Park Movement, 'arose out of concern over the effects of the advancing Industrial Age. Proponents believed that mass production threatened people's appreciation of natural materials and craftsmanship. The use of natural materials, as well as an emphasis on simplicity in form, line, and function, made Arts and Crafts Architecture fit well in natural settings.'[31] The Chicago fair of 1893 was an immense stimulus to this popular movement.[32]Although urban planning on a grand scale had been in place in Europe for many years, the first expression of this monumental style in the United States was found at the World's Columbian Exposition of 1893 in Chicago. After the Great Fire of 1871, the city was essentially a blank canvas.

'The fair introduced the concept of a monumental core or civic center, an arrangement of buildings intended to inspire in their beauty and harmony, as well as the beginnings of comprehensive city planning--although in many cases the city planning was directly only at the monumental core and public parks, rather than addressing zoning issues or affordable housing.'[33] Here one could observe the contrast of the styles of formalism and naturalism in the City Beautiful Movement. 'The neoclassical grandeur of the Central Basin was amplified by the imposing Beaux-Arts buildings surrounding it while relief from the architectural imperiousness (and raucous crowds) could be found in the heavily wooded shores of the lagoon and the wooded island, where sinuous paths wound through apparently natural growth…'[34]

[30] www.fs.fed.us/recreation/programs See also Jordan, Harriet. "Public Parks, 1885-1914". *Garden History* 22.1 (1994): 85–113.
[31] www.fs.fed.us/recreation/programs See also Jordan, Harriet. "Public Parks, 1885-1914". *Garden History* 22.1 (1994): 85–113.
[32] Frederick Law Olmsted, Jr. 'The Town-Planning Movement In America,' *Housing and Town Planning*. *The Annals* 51 (January 1914):172-181, p.177.
[33] http://xroads.virginia.edu/~cap/citybeautiful/city.html
[34] Robyn S Karson, *A Genius for Place: American Landscapes of the Country Place Era* [Amherst, MA: University of Massachusetts Press, 2007] pp.17-18

The City Beautiful Movement was a model for early city planning and architectural unity and produced a strong advocate in the form of Charles Mulford Robinson, who wrote the following in his influential article on the fair. '…the thing that differentiated this Exposition from all others was external beauty, that which was to be seen from the winding lagoons, the promenades, and courts and plazas. To them one inevitably returned on his first day's journey in search of the picturesque.[35] Robinson's florid account of the Fair touched civic leaders across the nation and propelled his new profession as a 'civic advisor.' He published his first major book on the subject, *The Improvement of Towns and Cities*, in 1901 which was a pivotal text for urban revitalization across the nation. Robinson's influence was profound and widespread through the dissemination of his published works on the discipline of urban planning to his appointment as the first Professor for Civic Design at University of Illinois at Urbana-Champaign, one of two universities offering courses in urban planning with the other being Harvard.[36] Charles Mulford Robinson was a native of Rochester, NY and after finishing his studies at the university there he traveled to Europe, where the cities he visited will be the inspiration for later studies and recommendations to American cities.

He began his career as a journalist in Philadelphia publishing articles in journals such as *Atlantic Monthly* and *Harper's Magazine*. His move to Boston in 1903 was followed by the publication of *Modern Civic Art* in the same year. 'His growing success led him to contribute to *The Architectural Record*, *The Boston Transcript*, *House and Garden*, *Landscape Architecture*, and *The American City*, among others. His third book *The Width and Arrangement of Streets* was later republished as *City Planning: with Special Reference to the Planning of Streets and Lots*[37]. From Honolulu to Oakland, CA to Denver, Cedar Rapids and Dubuque, concerned citizens asked Robinson for his expert advice in resolving their urban ills and he published reports on how to reimagine their communities. Robinson's *Report for the Improvement of Dubuque, Iowa* was presented to the joint committee representing Dubuque Commercial Club, Civic Division of Dubuque Woman's Club, and the Trades and Labor Congress. In this report, Robinson advocated for the creation of a park commission and development of large parks throughout the community. He concurred that there was a lack of green space in Dubuque, with only two squares – Washington Park and Jackson Park.

[35] Charles Mulford Robinson, 'Fair as Spectacle,' in R. Johnson, ed. *A History of the World's Columbian Exposition*, vol. 1, New York: D Appleton and Co. (1897): 493-512; p.498.
[36] Robinson's other works are *Modern Civic Art, or the City Made Beautiful* [New York: G.P. Putnam's Sons, 1903], *The Call of the City* [San Francisco and New York: Paul Elder & Company, 1909] and *City Planning* [New York: G.P. Putnam's Sons,1916].

[37] http://tclf.org/pioneer/charles-mulford-robinson

In his report he noted the glaring absence of large urban parks, neighborhood parks and recreation grounds. And throughout this report one can note his fondness for the physical beauty of the city and its natural ability to provide natural advantages to the development of parks:

> It [Dubuque] occupies a wondrously beautiful location, nature not only pressing it around with varied and picturesque scenery, but thrusting beauty of bluff or river or view into its very street system, so that throughout the whole city one can hardly ever be forgetful of the natural beauty of the site.[38]

Robinson's chief concern was Dubuque needed to create a park 'system' that was harmonious and could meet the needs of all of its citizens. According to other theorists of the time, 'public parks served to inspire republican virtue in several forms: civic pride, social contact, especially between people of diverse backgrounds; a sense of freedom; and finally, common sense (as in aesthetic standards and public taste).[39] Robinson was both a theorist and activist, strongly advocating for the creation of public parks, and in Dubuque he clearly defines the impediments in Dubuque and suggests the creation of a park commission as the first order of business.[40] Eagle Point Park is the type of green space that Robinson defined as a 'large country park, that inviting people out of doors give to them the greatest possible change from urban conditions' and then insisted upon the implementation of parkways to move people comfortably from one park to another.[41]

The last of a three article series titled 'Improvement in City Life' was highly influential and propelled Robinson's profession as civic advisor while focusing on predominate urban problems and advocating for the inclusion of green spaces with the addition of parks and tree lined streets and boulevards.[42] In his report on the city of Dubuque, Robinson outlines urban improvement on the whole, but the primary reason for which he was hired was the avocation of large public parks in the city, of which Dubuque was clearly deficient.

[38] Charles Mulford Robinson, *A Report for the Improvement of the City of Dubuque, Iowa*, 1907, p.3.

[39] Carmona, Matthew and Tiesdaell, Steven, eds. *Urban Design Reader* [Burlington MA: Archit4ectural Press, 2007] p. 154

[40] Charles Mulford Robinson, *A Report for the Improvement of the City of Dubuque, Iowa* [1907] p.7.

[41] Charles Mulford Robinson, *A Report for the Improvement of the City of Dubuque, Iowa* [1907] p.5.

[42] Charles Mulford Robinson, Improvement in City Life: Aesthetic Progress,' *Atlantic Monthly*, 83 (June 1899) 771-785, p.771.

He suggests carefully choosing a site not only because of its aesthetic value, but the financial considerations need to be first and foremost. He first suggests Kelly's Bluff, but if that cannot be acquired then obtain the area which is now Murphy Park, on the south end of town[43.] He then goes on to state that there had already been an interest in the community to a develop public park on Ham's Island and discusses the reasons why building there would not be beneficial to the city and then recommends Eagle Point.

> With respect to other locations, there is, beginning at the north, in Eagle Point an extraordinarily noble site, the great wall of rock rising sheer from almost the river's edge and affording superb views up and down the stream. The street cars now go to the foot of a ravine, whence an easy ascent can be made, if one does not care no climb the more abrupt but by no means difficult sides…from further along on Seventh Avenue [now Lincoln Avenue], the hill can be reached from behind at no severe grade, so affording a pleasant loop drive. The rolling upland that forms the back of the bluff is covered with an oak grove, already sufficiently thinned for park purposes, while such a park as this demands no elaborate development of planting. Its own wild beauty and stunning view, when roads and paths have given it accessibility, would make it a park of which any city in the world might well be proud. Let this go for building sites or an institution, and the citizens of Dubuque will never cease to regret the lost opportunity; secure it, and the wisdom of the mayor and aldermen responsible therefore will forever be chronicled in the city's history.[44]

[43] Kelly's Bluff is above St Raphael's Church and School on St Mary's Street, between Emmett and Third Streets. Murphy Park is off South Grandview, just south of Highways 151/61

[44] Charles Mulford Robinson, *A Report for the Improvement of the City of Dubuque, Iowa*, 1907, p.15-16.

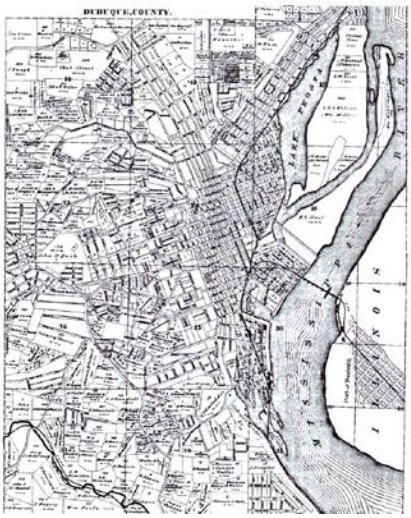


FIGURE 33 Ham [Hamm] Island can be identified in the upper right quadrant of the map to the right of Lake Peosta. Source: Andreas' illustrated historical atlas of the State of Iowa, Chicago, Andreas Atlas Co. 1975, p 111.

According to Robinson, the Eagle Point site was accessible and essentially ready made for a public park. As a result of his thoughtful assessment of the city's needs, Robinson's services were retained by the city for the design of the park and the city as a whole. In fact many of Robinson's directives in his report on the city of Dubuque were later utilized. For the job of designing the park, the services of Charles Nassau Lowrie were retained.

Charles Nassau Lowrie (1869-1939) was a Yale graduate of civil engineering in 1891 and a founding member of the American Society of Landscape Architects and its president from 1910 to 1912, and was active in the Society throughout his life. For thirty years, he was the landscape architect for the Hudson County Park Commission in New York and designed the master plan for the campus of Penn State University.[45] Some of his earliest studies were for state parks but he became known primarily as an authority on municipal parks and recreational areas. For thirty years he was landscape architect for the Hudson County Park Commission in New Jersey. He was on the Fine Arts Commission of the State of New York for some six years and in 1938 became by appointment the first landscape architect on the Art Commission of New York City.[46]

[45] http://tclf.org/pioneer/research-query/charles-nassau-lowrie

[46] Norman T. Newton, *Design on the Land: The Development of Landscape Architecture* [Cambridge, MA and London: Harvard University Press, 1971] p.388



FIGURE 34 Southern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Source: Charles Nassau and Robinson, Charles Mulford Plans. City of Dubuque Parks Division, Dubuque IA.

Together with Robinson, Lowrie will create a design for Eagle Point Park which took advantage of the site's natural qualities with few exceptions. The actual plan for the park is enormous – two 4'x4' panels – defining the key features for the park. [Figures 34 and 35] The southern and northern entrances to the park are delineated and multitude of paths and trails are delineated in the body of the park. Additionally, the location for the 'Gate of the Rocks' staircase is identified which ascended from the end of Lincoln Avenue linking it to the historical bluff known as 'Eagle Point' as seen in Figure 36.

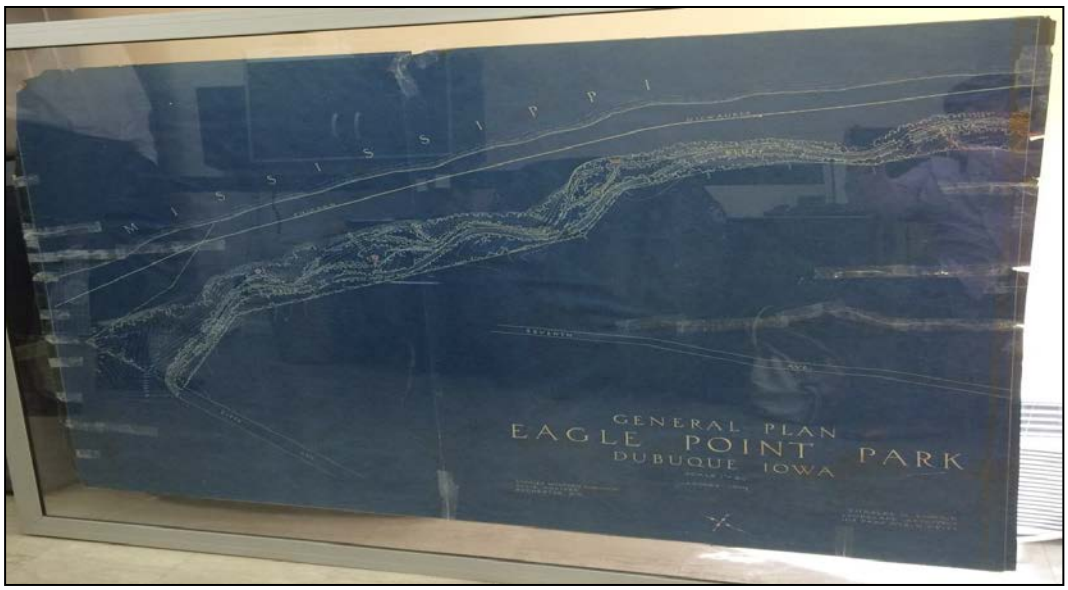


FIGURE 35 Northern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Source: Lowrie, Charles Nassau and Robinson, Charles Mulford Plans. City of Dubuque Parks Division, Dubuque. IA

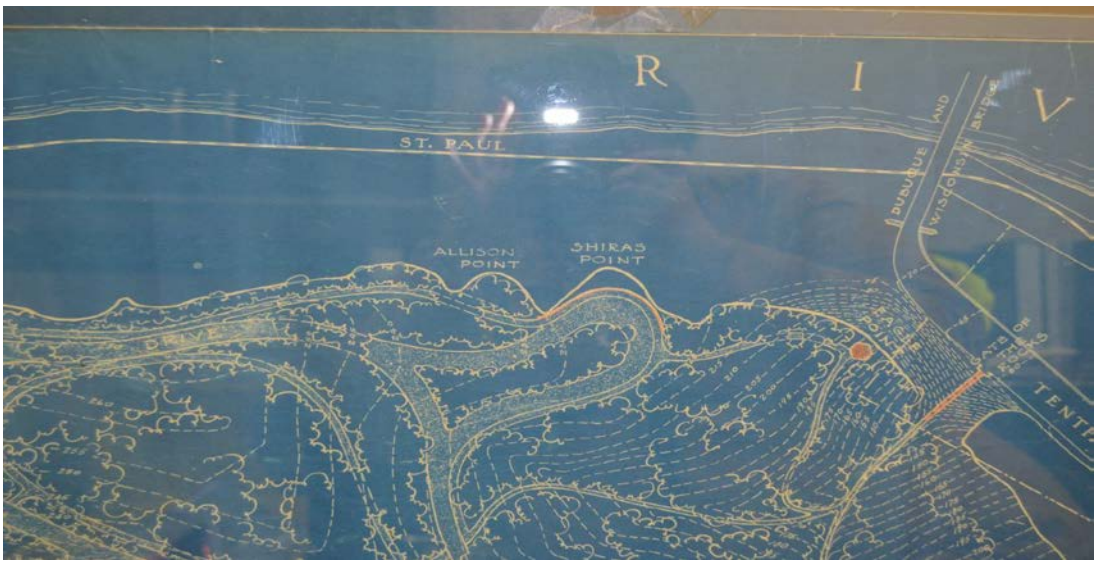


FIGURE 36 Detail of the southern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Source: Lowrie, Charles Nassau and Robinson, Charles Mulford Plans. City of Dubuque Parks Division, Dubuque, IA

The park's earliest local advocate was Judge Oliver Shiras. In 1908, Shiras chaired a committee to obtain the property for the park from A. L. Rhomberg for the city of Dubuque. Many in the city thought that the park should be named after Shiras, but the judge deferred to the legend of Eagle Point.[47] Initially the park opened with only a few amenities such as a fence was erected along the bluff for safety. Tables and hitching posts were installed, and Eagle Point Park opened in 1909, near what is now the intersection of Shiras and Rhomberg avenues. In the very same year Lowrie and Robinson were employed to create a formal design for the site.

During the park's early history, the entrance was quite different than it is today as indicated in Figure 32. The entrance area included intersecting paths and roads, including a bridge which spanned the streetcar line. The circular drive traces the former turn around for the streetcar which served the park from 1912 to 1932. The park was serviced by the Dubuque Street Railway Company which was founded in 1867 and Joseph Rhomberg was one of its early leaders and investors. 'In the early 1900s service became more elaborate and popular. Eighty- five cars were placed into service with specialized summer cars that allowed breezes to cool the riders.[48] The drive down Rhomberg Avenue would have been enhanced by passing through the 'Cathedral of Elms,' an avenue of elm trees extending eighteen blocks and planted by Joseph Rhomberg in the 1880s.[49](Figure 37)



FIGURE 37 'Cathedral of Elms' on Rhomberg Avenue, first half of the twentieth century. Source: The Encyclopedia of Dubuque, Dubuque, IA: First National Bank, 1991.

[47] Andy Piper. 'Beauty on the Bluffs Holds Legacy,' *Telegraph Herald* (Sunday, July 26, 2009), p.1

[48] http://www.encyclopediadubuque.org/index.php?title=ELMS

[49] Unfortunately all of the elms on Rhomberg and throughout most of the city were destroyed by Dutch Elm disease which began in the 1940s and reached its peak in 1968. The majority of the trees were never replaced.

The expanded use of automobiles led to the discontinuation of trolley service beginning in 1931 with the Eagle Point Line to be final line closed.[50] Although trolley service ended, the route was replaced by buses which operated to the stand until the 1980s. An early postcard of the park entrance (Figure 38) shows that there was no shelter, planter or statue of an eagle at this locale.



FIGURE 38 Early twentieth century postcard of 'Entrance to Eagle Point Park Dubuque.' c1915. Source: The Encyclopedia of Dubuque, Dubuque, IA: First National Bank, 1991.

The early plan of the park emphasized its picturesque qualities and satisfied the public's notions of entertainment and the appreciation of its aesthetic naturalness.

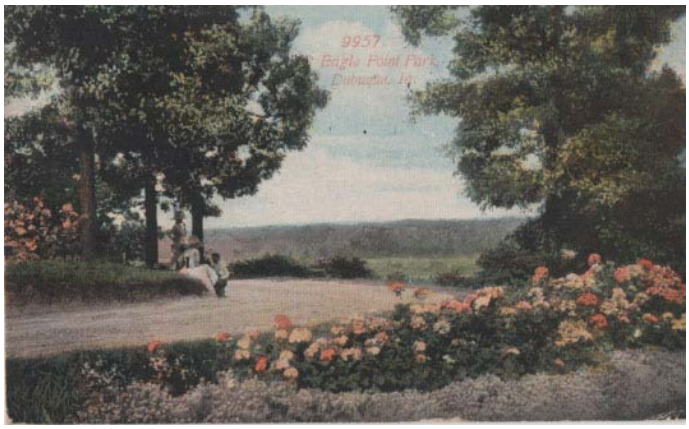


FIGURE 39 Early twentieth century postcard of 'Eagle Point Drive'. Source: Collection of Dr. Julie Schlarman.

50 "Start Move to End Streetcar Service Here," *Telegraph Herald*, May 12, 1931, p. 1.

The formal attributes desirable in public park design were the dominance of nature over the built, with paved walks and roads to move the viewer throughout the space. This was a passive activity; a place to take in nature's beauties. Within a day of the park's opening, a local newspaper published a list of rules for behavior in the park which prohibited untethered horses, alcohol and vulgar language.[51] Later custodians of Eagle Point Park were sympathetic to its early use and a great deal of Lowrie's original plan remains intact. The tree lined roads through the park can be identified on the 1909 plan, with the southern end of Kramer Circle Drive and Ravine Road [Southern Gate Road] being the only significant changes. Eagle Point Drive was partially lined with Lombardy pines, one of the favored elements of the picturesque landscape. (Figure 39) There were parts of the 1909 plan that went unfinished, but this was confined to the southern end of the park and included recreational facilities and which were then added in the 1930s after Caldwell's departure. Lowrie had planned a playground in this region of the park, well removed from most of the picturesque features such as the Bluff's Edge Promenade and the Meadow.

The sheer rock face which is one of the defining natural features of the park is historically known as 'Eagle Point.' The naming of the bluff goes back to 1828-1829. As the legend goes, a man discovered an eagle's nest in a tree near the town of Dryden, NY, east of Ithaca. The young eagles were captured when the tree was cut down. One of the eaglets was given to Roswell Randall of Courtland Villa, NY, who carefully raised the bird over the next two or three years. He later gave the bird to a neighbor, William Bassett, a local engraver and silversmith.

> On the Fourth of July 1831, Bassett released the bird after riveting around one of its legs a silver clasp that read, "To Henry Clay, Louisville, Ky., from Wm. Bassett, Courtland Villa, Courtland County, N.Y." On July 11, 1831, according to a story that appeared in western newspapers, a large bald eagle was shot by a Native American on a towering bluff on the western shore of the Mississippi River. The eagle, measuring an immense seven feet three inches from wing-tip to wing-tip carried the silver band attached by Bassett in New York. [52]

[51] TH May 10 1910 p10 'Park Rules are Given to the Public'
[52] Oldt, Franklin T. **The History of Dubuque County, Iowa**. Chicago: Western Historical Company, 1880, Online: http://books.google.com/books?id=u9xDAAAAYAAJ&pg=PA464&lpg=PA464&dq=Burton%27s+Furnace+%28dubuque+history%

Since that date, the site of the eagle's death has carried the name Eagle Point and was first adopted by Mathias Ham for the name of his proposed town below the bluff and later as the name of the city's largest park. This site is identified on the Robinson/Lowrie 1909 plan for the park (Figure 36) and became the site for the construction of the Shiras Memorial in the 1920s. The 'Point' sits lower that the rest of the bluff's edge and provides commanding views both up and down the Mississippi River. The bluff also served as a navigational landmark in the nineteenth century and can be noted in Mark Twain's pivotal tome on piloting the river.



FIGURE 40 Postcard of Shiras Memorial Shelter on Eagle Point and demolished Wisconsin High Bridge, c1965. Source: Collection of Dr. Julie Schlarman.

> We noticed that above Dubuque the water of the Mississippi was olive-green – rich and beautiful semitransparent with the sun on it. The majestic bluffs that overlook the river, along through this region, charm one with the grace and variety of their forms, and the soft beauty of their adornment. The steep, verdant slope, whose base is at the water's edge, is topped by the lofty rampart of broken turreted rocks, which are exquisitely rich and mellow in color – mainly dark brown and dull greens but splashed with other tints.[53]"

[53] Mark Twain, *Life on the Mississippi*, [New York and London: Harpers Brothers Publishing, 1903] first published in 1874; pp.431-432.

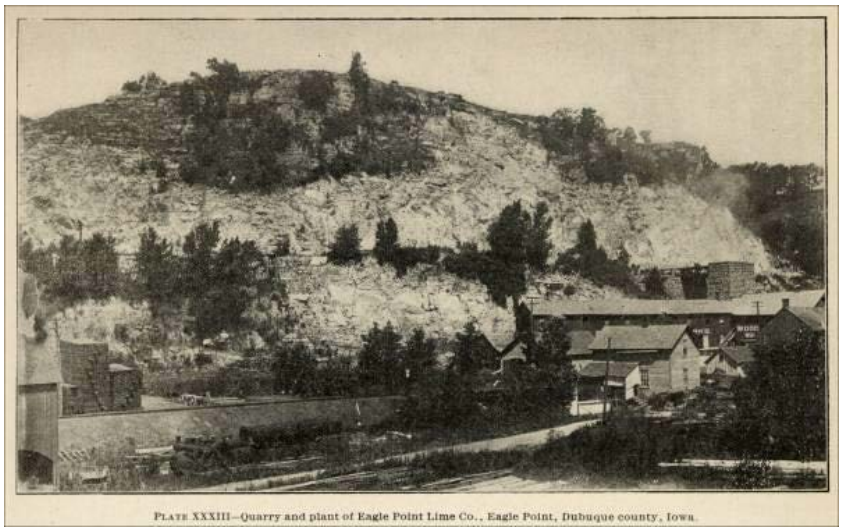


PLATE XXXIII—Quarry and plant of Eagle Point Lime Co., Eagle Point, Dubuque county, Iowa.

County Iowa, 1906. Source: Iowa Geological Survey, Vol. XVII, 15th Annual Report 1906

Figure 39 provides insight into the condition of 'Eagle Point' at the time of Charles Mulford Robinson's visit to the city and certainly informed his resulting report on its urban conditions. This photograph was taken from the western riverbank facing northwest towards the quarry which would provide so much of the stone for the park and eventually for the creation of Lock and Dam #11. One can note the relative sparsity of trees in on the bluff; this however is not unusual in this district as much of the are4a was deforested during the 19th century for construction of homes and boats as well as the smelting of lead.



FIGURE 42 Bluff's Edge Promenade from Riverfront Pavilion; camera facing east. Source: Photo by Dr. Julie Schlarmann June 2015.

'Eagle Point' became the southern site of the Bluff's Edge Promenade and the Robinson/Lowrie plan notes three distinct sites from which to take in the views of the river along this winding walkway. The panoramic views one would encounter in the park were an important element of the park's City Beautiful origins. Figure 43 is a rare photograph of the belvidere designed by Charles Nassau Lowrie as a historical marker for the position in the promenade known as 'Eagle Point.' The structure can be identified in the Robinson/Lowrie plan of 1909 by its unique hexagon design and the footprint of this structure is the only thing that remains with the spot marked today with a mechanical viewer. (Figure 44) A promenade is a quintessential element of the City Beautiful ethos because of the sense of community it infuses by flattening social class distinctions.[54]

[54] Elizabeth Blackmar , *The Park and the People: A Story of Central Park* (Ithaca NY: Cornell University Press, 1992); p.133.



FIGURE 43 Postcard of 'Belvidere at Eagle Point Park, Dubuque IA', c1940. Source: Encyclopedia of Dubuque. 1991



FIGURE 44 Site of former 'Belvidere;' Bluff's Edge Promenade with mechanical viewer; camera facing east. Source: Photograph by Dr. Julie Schlarman October 9, 2015

In the early years of the park history the promenade was linked to a riverside stairway which was embedded in the bluff with major portions of the feature beyond repair today. 'The Gate of the Rocks' as titled on the Robinson and Lowrie plan provided access from the former swimming beach on the river's edge to the park.

Figure 45 is a midcentury postcard illustrating this popular feature. The stairs became less used when the beach was eliminated with the construction of the lock and dam in the late 1930s. As automobile usage increased, the stairs fell into disrepair and were finally closed in the 1960s. Major sections of the lower portion of the stairway were completely obliterated when a local business man blasted the bluff to make a high-rise apartment building on the site of the old tollbooth.[55]

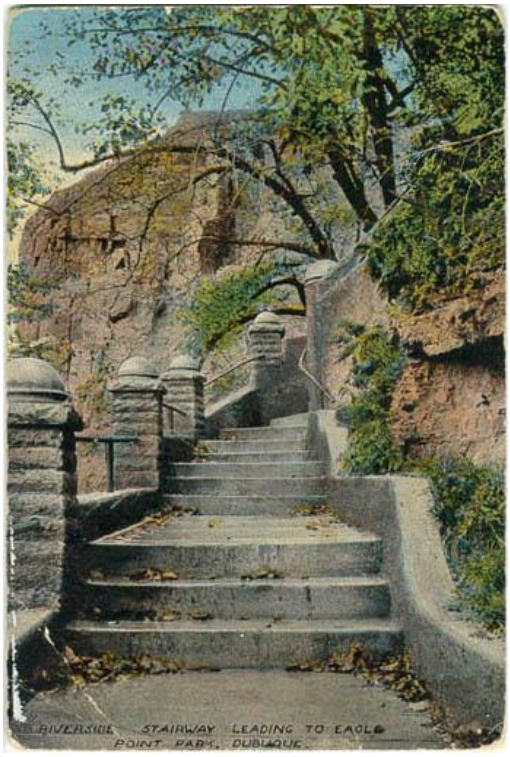


FIGURE 45 'Riverside Stairway Leading to Eagle Point Park, Dubuque', Source: The Encyclopedia of Dubuque 1991

[55] Parks, Bryce. 'Bryce's Version of World Events,' *Dubuque 365ink* (April 6-20, 2006): 4. Also see *Big River Magazine* , January-February 2007, p.30.

One clue that the 'Gate of the Rocks' was still in full use during the 1940s was the installation of a water fountain at its top and along a path which lead to the Shiras Memorial. As noted previously, Shiras Memorial marks the historic site of 'Eagle Point' and pays honor to the man who was largely responsible for the construction of the park, Judge Oliver Shiras. Classically inspired architecture was a dominant feature of City Beautiful landscapes and drawings from Dubuque's Park Department illustrates the desired plantings, ornaments and details on the Memorial.[56] (Figure 46) The Memorial was not faced with rubble as illustrated in the elevation but with the 'rough cast' concrete as shown on the precipice wall. It is unknown whether the decorative urns and fountain were utilized in the finished design of the structure. Despite these omissions or alterations Shiras Memorial has maintained a high degree of its original fabric and thus its historic significance.

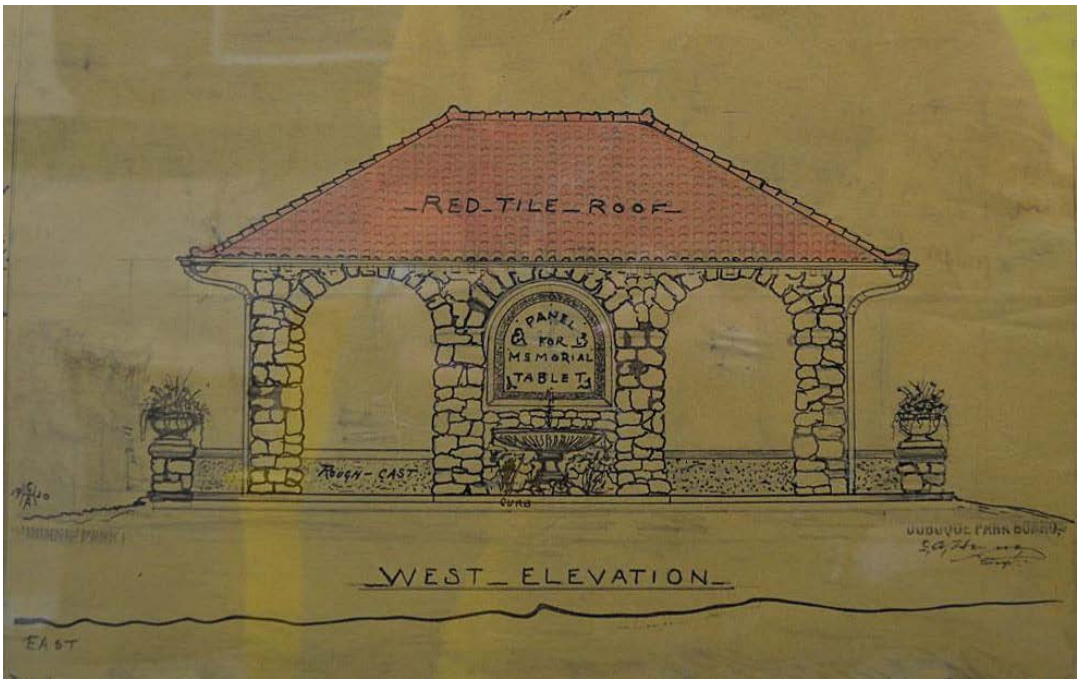


FIGURE 46 Detail of 'Shiras Memorial Shelter' plan and elevation. Source: Photograph by Dr. Julie Schlarman October 1, 2015

[56] Heyne, G.A. drawings and plans. City of Dubuque Parks Division, Dubuque, IA.

Creating the northern terminus of the Bluff's Edge promenade is Riverfront Pavilion, the oldest structure in the park. As previously noted the pavilion was designed by European born architect John Spencer in a style defined as Craftsman with characteristics of the Arts and Crafts style of the architect's native England. One of the elements of the building's design which points to his homeland was Spencer's approach to the limestone piers. This treatment of the material can be noted in the garden architecture at English estates such as Stowe, Chiswick and Studley Royal. This manipulation of the native stone was to imitate the character of the Italian/Roman stone known as tufa, which has either been used or imitated in rural architecture in England for hundreds of years. This technique of rusticating stone was truly rare to the Midwest and to Dubuque in particular where the fabrication with limestone for domiciles and retaining walls is typically dressed or rough faced and laid in a regular bond. With the retention of its originality, less the parapet ornamentation on the roofline, Riverfront Pavilion plays a significant role in the history of the park. Its inclusion of the 1909 Robinson/Lowrie plan further defines its historic significance.

Additionally the pavilion is still used for its original function. Riverfront Pavilion is heavily used in season for large groups and celebrations. The annual official opening of the park has been the Northeast Iowa Boy Scout Council Order of the Arrow's Mother's Day Pancake Breakfast which has been held in the Riverfront Pavilion for 58 years.



FIGURE 47 Postcard of 'Old Log Cabin' shelter at Eagle Point Park, c.1950. Source: The Encyclopedia of Dubuque, 1991

Oftentimes public parks would contain mementoes of a community's early history and Eagle Point Park was no exception. The Louis Arrandeaux Log House [1827], considered to be one of the oldest settlement era structures in the state, was moved from its original location on Second and Locust Streets to Eagle Point Park where it served as a picnic shelter. [Figure 47] After some consideration and a disapproving public, the cabin was moved again to its present location on the grounds of the Mathias Ham House in 1967.[57] The site of the Log House was vacant for some years until the Eagle's View Pavilion was built in the 1970s due to the high demand for covered shelters in the park.

The park's wading pool is still one of the most popular places on those hot sultry summer days which are quite common along the Mississippi River Basin. It can be determined that this feature pre-dates the Caldwell era as there is a plan in the collection of his drawings which suggested improvement to the decking surrounding the feature.[58] Although this is not a feature which appears in the 1909 plan [there was a music stand proposed for this location], the wading pool construction indicates a change in the functions of the park by the 1920s with a move towards more recreational usage of the park. Another recreational feature which does not appear in the Robinson/Lowrie plan was two tennis courts. These courts were destroyed in the 1930s to create the parking lot which served the six new tennis courts to the west. The Meadow was the only site in the 1909 plan with a recreational function which was actually built, since the playground and recreational area on the southern part of the park were never constructed as previously noted.

Throughout the park's history there has been care and consideration made to the trees and wildlife contained therein. Significantly the park is a continuous record of the favored plantings and trees throughout different stylistic landscape eras in the American Midwest. Included in this landscape are the preservation of the native species and the introduction of both compatible and incompatible non-native species. The park has an exceptional collection of natural vegetation and wildlife, with some of its trees dating back to before the park's existence. The following passage from the *Telegraph Herald* in 1934 documents the trees and shrubs during the earliest period of the park's history and additions during the WPA era.

[57] http://www.encyclopediadubuque.org/index.php?title=LOG_CABIN
[58] DUMA G1, 1934; Caldwell, Alfred drawings and plans. Dubuque Museum of Art [DUMA], Dubuque, IA.

> Among the native trees that nature itself has placed within the confines of Eagle Point park are red oak, black oak, white oak, burr oak, white birch, black cherry, pin cherry, choak cherry, hawthorne crab apple, cottonwood, gray populars [sic], linden, white elms, red elms, juneberry, aspen, willows plum and sycamore. Among the oaks white and black predominate, and there are some very fine groves of linden.
> Among the trees that have been planted in the park are pines, spruces, junipers and sugar maples. All but the later were planted many years ago, and a number of sugar maples were planted this year.
> Native shrubbery that occur in the park include gray dogwood, red dogwood, smooth sumac, staghorn sumac, bittersweet, sheepberry, roses and many other varieties.[59]

Today, the oaks still dominate the landscape, especially along the drives and shelters. Their canopies rise and spread as much as 80 to 100 feet. Most of the trees along the winding drives of the park can be noted to this early history and the picturesque qualities of the park.

The list which follows outlines the extant buildings and features which contribute to the park's historical significance during its early history. This includes two pavilions – Riverfront and Shiras Memorial – and picturesque features such as the promenade, meadow and drives. As previously noted, this thematic era extends from the inception of the park through the hiring of Alfred Caldwell in 1933. This era expresses City Beautiful design and its picturesque qualities to the creation of urban parks as well as the national efforts in the establishment and application of urban planning principles to towns and cities across the nation.

Influences of the Prairie School: The WPA, Alfred Caldwell and His Legacy 1934-1952
The second historic theme extends from the hiring of landscape architect Alfred Caldwell to the retirement of his former assistant and replacement, Wendelin Rettenberger in 1952. The general condition of the park during this era was one of improvements and adjustments for the changing needs of the park's visitors. The main purpose of the park also changed from the passive activities of strolling for appreciating the picturesque qualities of the scene to one focused on communal activities, such as picnicking, recreation, sports and yearlong usage. This era also marks a new style of landscape design, not completely alien to the park's picturesque qualities, but certainly one with a new stylistic approach.

[59] "Many Trees in Dubuque Centuries Old; Some of Them are Older Than City," *Telegraph Herald and Times Journal*, September 16, 1934, p. 3.

The principles of the Prairie style of landscape gardening depend on the conservation of the native. According to the landscape movement's founder, Wilhelm Miller, those principles are: the conservation of native scenery; and restoration of local vegetation and the repetition of the dominate line, which in the Great Plains of the American Midwest is the horizontal.[60] This linear quality will be repeated in both the built landscape features and the formal qualities of the buildings. The landscape should be married to the architecture creating a seamless visual experience – as the land is long and low so should the structure. In the words of Miller, the design of the park/garden should meet the 'practical needs of the middle- western scenery, by restoration of local color, and by repetition of the horizontal line of the land or sky which is the strongest feature of prairie scenery.[61]

One of the greatest proponents of the new style of Prairie landscape design will be the Danish born Jens Jensen, who was also the teacher and mentor of the young Alfred Caldwell. Jensen is credited with creating over 600 parks and gardens in the Midwest during his career as well as being driving force in the establishment of the Illinois State Park system. Jensen was 'no longer content with harmonies of form, line, color and texture in the abstract sense, but chose instead to work with harmonies learned from nature's own arrangements of species within a given area.[62] He was a conservationist and strove to create spaces which took advantage of the native species. It appears that the most influential of Jensen's projects for Caldwell and Eagle Park were features created for Columbus Park in Chicago [1910] – the council ring, the prairie stream and ledge garden. Jensen's use of council rings was established by the time of the Columbus Park creation. These circular benches provide insight into Jensen's notions of how the park would be used. 'Jensen believed that the democratic spirit was created when people came together, all seated at the same level around a central fire pit. For him, this seating arrangement suggested times with the early pioneers on the wilderness frontiers and with our Ameridian [sic] forebears at a council gathering.[63]As seen in Figure 45, Caldwell paid homage to his master with strong references to the waterfall and prairie stream at Columbus Park for his design for Eagle Point Park's fish pond and ledge gardens.

[60] Wilhelm Miller, *The Prairie Spirit in Landscape Gardening* [Amherst and Boston: University of Massachusetts Press, 1915] p.2.
[61] Wilhelm Miller, *The Prairie Spirit in Landscape Gardening* [Amherst and Boston: University of Massachusetts Press, 1915] p.5.
[62] Robert E. Grese, *Jens Jensen: Maker of Natural Parks and Gardens* (Baltimore: The Johns Hopkins University Press, 1992); p10.
[63] Robert E. Grese, *Jens Jensen: Maker of Natural Parks and Gardens* (Baltimore: The Johns Hopkins University Press, 1992); p 82.

The era of the Great Depression brought about massive government funded programs to put people back to work. The Civilian Conservation Corps [CCC] began in 1933 and employed professional architects and landscape architects to repair and improve the nation's parks and green spaces on the federal, state and local levels.



FIGURE 48 Jens Jensen's waterfall and prairie stream at Columbus Park, Chicago 1910. Source: Chicago Historical Society 'The electronic Encyclopedia of Chicago 2005

By March 1936, the WPA [Works Progress Administration – the successor to the CCC] employed 3.4 million people. When it ended in 1943, the program had funded 651,000 miles of road work, constructed or improved 124,000 bridges, 125,000 public buildings and 8,192 parks. Eagle Point Park was one of those parks chosen for improvement.

In 1934, after lobbying efforts by local citizens in Washington DC, Dubuque was awarded WPA monies for the employment of local persons. Officially known as Work Project #24, Eagle Point Park was slated for improvements and the grant required a professional as overseer of the project and its funds. A mutual acquaintance of a Park Board member recommended Alfred Caldwell for the position of park superintendent and overseer of the WPA project. When Caldwell visited with city officials and was offered the job on the spot, he conditionally accepted if he could design the buildings and gardens. Reportedly overnight he came up with

the plans for the Stone Shelter [Indian Room and Restrooms]. In an oral history of Caldwell, the architect recounts this event.

"I don't know where it came from. All they told me was, "This is a building. We'd like to have maybe heat in it. People come up into Eagle Point Park— it is a sublime park you know, way above the top of the Mississippi—and we'd like to have open fireplaces and people can sit and have a little party in the wintertime. You should always have that in mind. A stone shelter house." In fact, that's finally what I called it, the Stone Shelter House. Then he said, "There should be toilets in there somewhere." The lower wing is just toilets on both sides. I don't know how I got the idea, but I got it all that night. It all came, it all came. It's not hard. I get the schemata of a building very easily. What takes the time is working all this out.[64]

Alfred Caldwell [1903-1998] worked for Jensen from 1927 to 1932 and then started his long and distinguished career as an architect and landscape architect, with other notable designs of the Lily Pond at Lincoln Park in Chicago and collaborations with Mies van der Rohe. He was a professor at Illinois Institute of Technology where he helped to establish their program in architecture and then moved on to teach for twenty years at the University of Southern California. The job for the City of Dubuque as Park Superintendent launched his career as a designer.

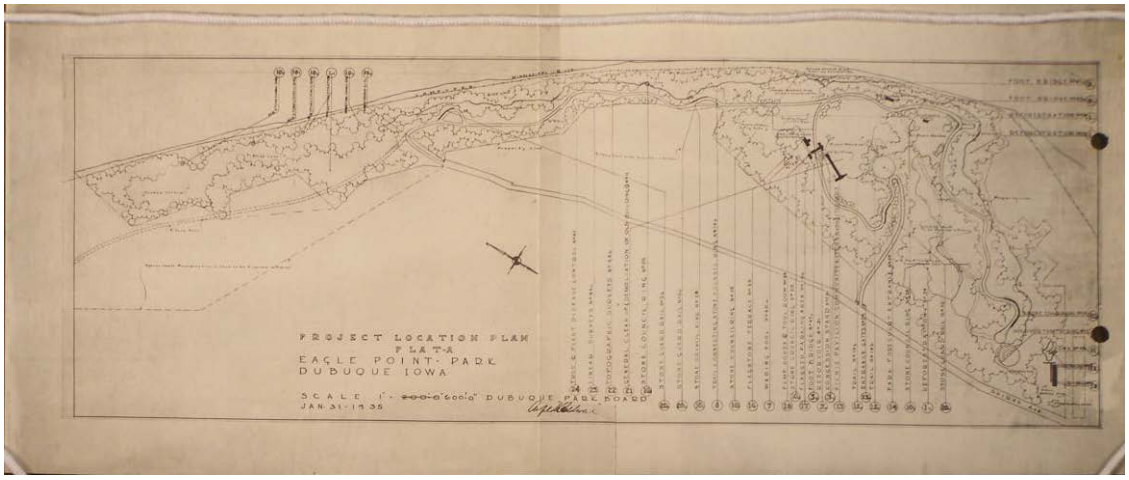


FIGURE 49 Caldwell's 'Preliminary Location Plan' of 1935. Source: Dubuque Museum of Art DUMA A3, 1934.

[64] Oral history of Alfred Caldwell interviewed by Betty J. Blum, compiled under the auspices of the Chicago Architects Oral History Project, Department of Architecture, the Art Institute of Chicago, c1987. pp.46-47.

Alfred Caldwell was hired in 1934 as Park Superintendent. His initial work was to assess the vegetation, resulting in the creation of horticultural garden to propagate native trees, shrubs and flowers. At the bottom of the southwestern bluff of the park and to the rear of the Park's greenhouses, Caldwell established terraces of stone and wood for the propagation of those plants and trees.[65] After his first year, he notes the changes to the park in a memo to the Park Board: …the following projects have been under construction and are now in various stages of completion:

1. A stone shelter house with wings contains toilets and showers, the shelter building containing fireplaces on main and balcony levels.
2. A terrace garden constructed on stepped ledges above the last bluff of the park.
3. A series of stone Council Rings (one near completion). These rings provide camp fire, picnic facilities, each ring large enough for a group of 20 to 30 persons.
4. Reforestation, mainly in thinned work areas. The following plants were planted:

3200	10 ft.	Sugar Maple
800	10 ft.	White Birch
100	5 ft.	Walnut
600	3 ft.	Red Cedar
200	3 ft.	Juneberry
200	3 ft.	Sheepberry
300	3 ft.	Native Plum
300	2 ft.	Rosa Letigera

5. A nursery was established for the growing of native plants for park use.
6. Foundations for reservoir and pump house.[66]

[65] 'Horticultural Garden Being Developed Here,' *Telegraph Herald* (November 4, 1934).

[66] City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA. Folder G, Alfred Caldwell, first year report, p2



FIGURE 50 Landscaping around the Veranda Rooms, c1936-1940. Camera facing northwest. Source: Photo by Dr. Julie Schlarman September 14, 2014.

Caldwell's initial plans for the 'City in a Garden' project were elaborate and over time were scaled back out of financial necessity. Also, the functioning of the buildings in the complex will change drastically from the original intentions.

The Bridge Complex never contained a restaurant, dining rooms or a concession stand, but was continuously utilized as a picnic shelter. As seen in an early plan by Caldwell, the 'City in a Garden' project would include covered walkways, a geometric lily pond, restrooms, a covered shelter and a 226-foot-long picnic pavilion, illuminated with decorative lanterns.

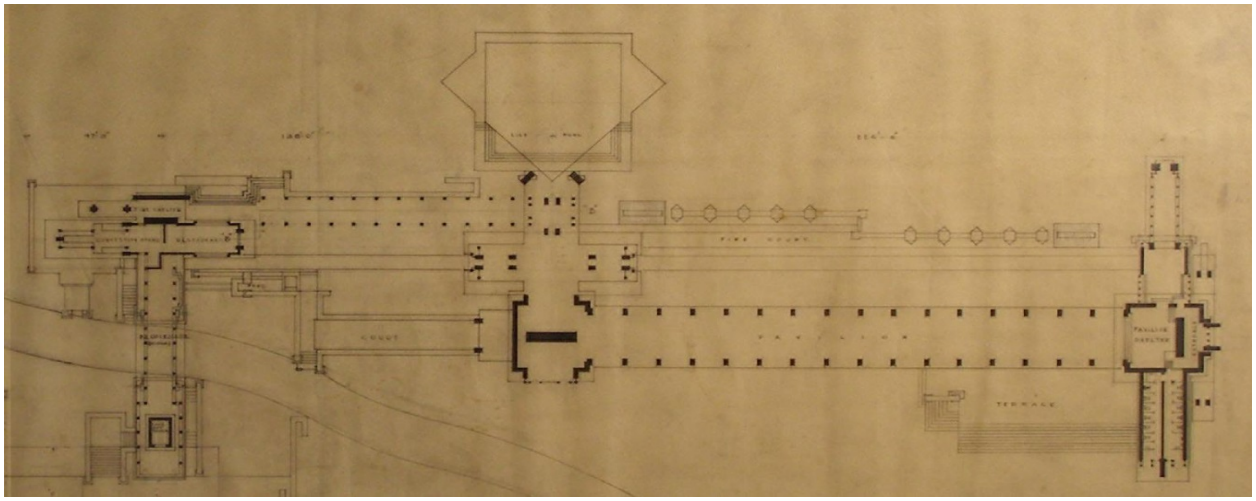


Figure 51 Detail of Caldwell's 'City in a garden plan showing the Bridge Complex on the far left. Source: Dubuque Museum of Art, DUMA A5, 1934.

At the end of his two year tenure as Park Superintendent, the staff of 200 WPA workers were nearing completion on the 'City in a Garden' landscaping, the Ledge Garden and Fish Pond with two council rings, horseshoe pits, and improvements to the wading pool. The only completed work in early 1936 was the Indian Room [and its restrooms], the easternmost council ring and the Bridge Complex.

> Caldwell: There were three buildings. I would have done all that for years and years, but they wanted to hire a Dubuque man as the superintendent. I was obliged to go. I had carried them over this and so that came to an end.
>
> Blum: How many of the shelter houses did you actually design and build?
>
> Caldwell: I built all that they have. Later on they built another thing. I made a plan for it and they executed it. I saw a little piece of it when I was there, about twenty-five years ago. It wasn't very good, but it wasn't very bad either. That followed more or less what I wanted to do. What I really built was the Stone Shelter House [Indian Room], the bridge and reservoir, and a restaurant at the end of the bridge and reservoir [Bridge Complex]. That's two buildings and the bridge would be a third

> building. Then, I wanted to have a workshop for the staff of the park. When you have a rainy day what are you going to do with this staff of people? The only place they could go would be down the hill, all the way down on the bottom, and then an inadequate place there. I built this workshop and I made it very, very nice. It's a handsome building, a small building [Veranda Rooms]. That would make the fourth building. The terraces were nice, the paving was beautiful, that which I did. After I left they did some themselves that has been terrible. The stuff we did was very carefully done.[67]

In the previous statement Alfred Caldwell clears up any misconceptions about his involvement in Eagle Point Park in Dubuque. Urban myth has misinterpreted the history of the park in many ways including attributing the Caldwell buildings to Frank Lloyd Wright and crediting Caldwell with all of the buildings in the park. In his own words he defines his contributions to the 'City in the Garden' features as well as the fish pond and ledge garden.

Caldwell was exceptionally exacting in his work and expected the same from his laborers. This attention to detail was extremely time consuming and was listed as one of the reasons Caldwell was dismissed from his position. The designer's brief tenure in the city of Dubuque left a lasting impression as expressed in the features completed after his departure, but he also had his share of critics as well.[68]

[67] Oral history of Alfred Caldwell interviewed by Betty J. Blum, compiled under the auspices of the Chicago Architects Oral History Project, Department of Architecture, the Art Institute of Chicago, c1987; pp.46-47.

[68] The notion of a bridge structure in the park predates Caldwell's era and it is evident from the drawings in DUMAs collection of Caldwell drawings that he was aware of this feature. Plan A1 is a tracing in Caldwell's hand of the Lowrie/Robinson plan. Caldwell will later obliterate the original entrance and its features for the present entrance into the park. He was criticized for this action because of the destruction of old trees along the 'Ravine Road' which served as the original entrance.



FIGURE 52 Alfred Caldwell [far left] inspecting stones for the floor of the lily pond, c1935.
Source: Telegraph Herald November 18, 1934.

Eagle Point Park won a national W.P.A. design award in 1936, and Franklin Delano and Eleanor Roosevelt visited the site during the 1936 presidential campaign. Upon seeing Caldwell's work, President Roosevelt remarked that "this is my idea of a worthwhile boondoggle." Caldwell was subsequently fired from this job, just as he would be fired from most of the jobs he would ever have.'[69] Caldwell left a huge financial debt in his wake with the entire $200,000 project fund (about $2.9 million in today's dollars) spent and projects incomplete.[70]

[69] http://tclf.org/pioneer/alfred-caldwell/biography-alfred-caldwell
[70] Andy Piper, 'Beauty on the Bluffs Holds Legacy,' *Telegraph Herald* (Sunday, July 26, 2009); p.1.

Another contributing factor to Caldwell's dismissal was his removal of earlier elements in the park design, and in particular many beloved trees. Eagle Point Drive was partially lined with Lombardy pines, one of the favored elements of the picturesque landscape as seen in



FIGURE 53 Postcard of Lombardy pines on Eagle Point Drive, c.1920. Source: Collection of Dr. Julie Schlarman.

Figure 50. These pines were removed by Alfred Caldwell in 1935. The community was equally unhappy with the removal of hundreds of trees along the Ravine Road for the creation of the Southern Gate Road from its base at Shiras Avenue to the circular drive at the Streetcar Stand. The result of actions led to Caldwell's eventual dismissal from his position as Park Superintendent in early 1936.

The man who was selected to take over after Caldwell was one of his three assistants and Dubuque native, Wendelin Rettenberger. A great deal was completed under his lengthy term as superintendent – from 1936 to 1952. With Rettenberger at the helm, the 'City in the Garden', ledge garden and fish pond [not a small job] and the following projects were completed. Six new tennis courts were built to the specifications of the International Tennis Association just to the north of the Indian Room and the old courts were converted into a parking lot. Rettenberger added decorative elements to these mundane features including the staircase to the new courts and planters for trees in the new parking lot.

In 1940 the park was annexed by the city of Dubuque. Subsequently the water tower, water mains and sewers were installed.



FIGURE 54 National Youth Administration Log Cabin project. Council ring, public restrooms, playground with Log Cabin Pavilion barely visible in center back. Source: Photograph by Dr. Julie Schlarman September 14, 2015.

At the south end of the park, Rettenberger supervised another large building project – the Log Cabin Pavilion, council ring, parking lot and public restrooms – completed between 1937 and 1939. He also had to do this without a large force of skilled labor since most of those workers had been moved from the park to the construction of Lock and Dam #11 just below the park. The National Youth Administration, a program which provided work and education for young people between the ages of 16 and 25, was engaged to construct the Log Cabin project.

In a letter dated December 10, 1937, Wendelin Rettenberger, then Park Superintendent, is pleading with the city of Dubuque for more resources since he has been informed by the WPA field engineer that the majority of his workers will be removed from their work at Eagle Point Park for the clearing of islands and bottoms on the Lock and Dam #11 project. This lengthy document outlines the needs for the park at this stage of its development, which includes tools, men, electricity and septic tanks for the Log Cabin complex. There was also a lack of stone, quarrymen and masons.[71]

[71] Letter from Park Superintendent Rettenberger to Park Board, 1937. Folder G, City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA.

The final large scale project directed by Rettenberger was the directed towards safety concerns and the Bluff's Edge Promenade. In 1950, the bluff below the promenade was cleared and the edge of the bluff was shored up with limestone retaining wall, the installation of chain link fencing and the installation of coin operated mechanical viewers.

In terms of landscape changes during this period, a large collection of Black Maples were added after Alfred Caldwell cleared the old Ravine Road 'adjustments'. The maples were the dominant species added in the late 1930s. 'Nature aiding' was the main focus of these WPA and NYA projects, with women playing a major role with raising and transplanting from the city's nursery and greenhouses located along Lincoln Avenue.[72]

The buildings and landscape features created in the park during this era are clearly of national significance. As noted in a survey of influential structures and places in Iowa by the Society of Architectural Historians, the authors note the 'Garden in the City' structures as a blend of both Wright and Jensen in his approach to architecture and the land and have high praise for their design. 'Just as William Steele and Purcell and Elmslie's Woodbury County Courthouse in Sioux City represents the high point of public architecture for the Prairie school, Caldwell's work at Eagle Point Park is a near-perfect summation of "organic" landscape architecture'[73]

The list which follows outlines the extant buildings and features which contribute to the national significance of the park's history during the WPA, the leadership and influence of Alfred Caldwell. This includes seven buildings, recreational and landscaping features. As previously noted, this period of significance runs continuously from the hiring of Alfred Caldwell in 1934 to the retirement of Wendelin Rettenberger in 1952. The need to express the continuity of place is imperative to protect the park's impressive collection of old trees. As noted in a 1930s article the stands of trees and natural vegetation were historic as well. 'Those that know the lore of trees have told us that in Eagle Point park and elsewhere are trees that have lived more than two centuries…[74]

[72] 'Dubuque's Eagle Point – 164 Acres of Beauty,' Telegraph Herald (1960): 1, 34.
[73] Gabrielle Esperdy and Karen Kingsley, eds. *SAH Archipedia* [Charlottesville: University of Virginia Press, 2012]. David Gebhard and Gerald Mansheim , *Buildings of Iowa* [New York: Oxford University Press, 1993] pp. 89–90.
[74] "Many Trees in Dubuque Centuries Old; Some of Them are Older Than City," *Telegraph Herald and Times Journal*, September 16, 1934, p. 3.

Post World War II Optimism: The Baby Boom and Community Concerns 1953-1965

As noted in the later years of the previous period of significance, the functioning of the park was changing with trends in Post-World War II America. The economy was booming and so was the population. The motivating force was returning GIs and efforts to provide them with affordable housing. In post WWII America, there was a shortage of nearly 2 million homes. During the Depression and war years, young people were living with parents and extended families were the norm. Through government programs such as the GI Bill, independent housing in the form of FHA [Federal Housing Administration] approved Cape Cods and Ranch style homes popped up in great numbers across the country. These were new communities with planned neighborhoods which included parks, churches and schools.[75] Another notable phenomenon was the transition from city to suburb. According to social scientist and historian Kenneth Jackson, by 1960 forty percent of the population lived in suburbs, nearly double the number as before the war. Those suburbs also changed in five different ways. They were now: More remote from the city center, lower density, generic design, more affordable, and lacking in diversity[76]

Dubuque did not vary much from the national norm. The city grew away from the downtown area. There were planned neighborhood of 'ticky tacky' houses[77], most notably the John Deere subdivision off Hillcrest Avenue and adjacent to the newest city park, Flora. 'The Committee on Hygiene and Healthful Housing of the American Public Health Association (1948) published Planning the Neighborhood, a book of standards that codified open space requirements in urban areas and promoted local and neighborhood parks in proximate relationships with local schools.[78] But the majority of suburban development in Dubuque did not include direct and immediate access to parks, which put pressure on existing parks like Eagle Point to provide recreation for these growing families.

[75] Ames, David L. 'Interpreting the Post-World War II Suburban Landscapes as Historical Resources' http://www.nps.gov/nr/publications/bulletins/suburbs/Ames.pdf
[76] Kenneth Jackson, *Crabgrass Frontier: The Suburbanization of the United States*. 1st ed. [Oxford and London: Oxford University Press, 1987] p.90.
[77] Lewis Mumford, *The City in History: Its Origins, Its Transformations and Its Prospects* [San Diego, CA, New York and London: Harvest Press, 1961] p. 499-503.
[78] Tridib Banerjee, 'The future of public space: beyond invented streets and reinvented places' in Matthew Carmona and Steven Tiesdaell, eds. *Urban Design Reader* [Burlington MA: Architectural Press, 2007] pp.155-162 .

Landscape historian Galen Cranz describes park development from 1930 to 1965 and the era of the 'Recreational Facility' – 'recreation because of the emphasis on activity and 'facility' because it is essentially no longer a park in the sense of having a lot of green areas with a lot of land around them.[79] The park is now a place to go and do sports, games and other communal activities such as birthday parties, wedding receptions and family reunions. The features added to Eagle Point Park answer these needs – Open Air Pavilion for large gatherings, playgrounds with equipment spotted throughout the park and the Band Shell for community theater and musical entertainment. A newspaper article identifies the active community use of the Band Shell. The Shell was designed for good acoustics with a huge sweeping roof and a high base platform. It is here that the Eagle Point Players perform several one and two-act plays in the summer under the apprenticeship of the recreation department. It is here too that nine concerts were played this past season. The Dubuque Community Band offers six of these, Senior High, Wahlert and Loras College each contribute one concert.[80] Likewise in the 1960s, Richard Kramer was the superintendent and noted that they planted 100 to 125 trees in Eagle Point every year. This included ash, hackberry, sycamore and two or three varieties of maple.[81]

Archeology

A Phase IA archaeological investigation was conducted in 2013 by the University of Iowa's Office of the State Archaeologist at Eagle Point Park, Site 13DB1 and adjacent site13DB363, Sections 7 and 18, T89N-R3E, Dubuque County, Iowa. A large amount of archival material relating to the sites was reviewed and documented noting a potential to yield prehistoric and historic archeological resources. The OSA report determined the need for a Remnant Mound Survey and a Phase 1 Archeological Survey to locate any prehistoric or historic cultural resources in the park landscape.

The City of Dubuque received a State of Iowa Certified Local Government Grant to conduct a Phase I Intensive Survey and Evaluation of Eagle Point Park. The investigation was completed in distinct steps, including LiDAR analysis, geophysical survey, cadaver dog survey, surface reconnaissance, Oakfield Probe testing, and auger/shovel testing in the ridgetop areas previously identified as having the highest potential for mound remnants. Maps were generated from the geophysical survey and dog walkover, and hotspot areas were subjected to subsurface testing. Additional follow-up auger testing was also completed across the ridge.

[79] Galen Cranz, 'Urban Parks of the Past and Future.' http://www.pps.org/reference/futureparks/
[80] 'Dubuque's Eagle Point – 164 Acres of Beauty,' Telegraph Herald (1960) p.1.
[81] 'Dubuque's Eagle Point – 164 Acres of Beauty,' Telegraph Herald (1960) p.34.

In addition, a Phase I intensive archaeological survey was undertaken in a larger area along the park's side slopes and a portion of low terrace areas to identify other archaeological sites within the park proper. No traces of burial mounds were found in any of the tested areas during either the pedestrian survey or subsurface testing of the ridgelines. Many of the tested areas were found to contain intact, non-disturbed soil profiles.

Nine archaeological sites were newly recorded during this investigation and documented in the *Phase I Intensive Archaeological Survey of Eagle Point Park, City of Dubuque, Dubuque County, Iowa, Report No. 847.* Sites 13DB1100 and 13DB1101 are isolated prehistoric finds from the ground surface with little research potential or significance. Sites 13DB1102, 13DB1103, and 13DB1104 are historic lead mining pits located on the bluff top and are considered contributing elements to the nomination of Eagle Point Park for listing on the National Register of Historic Places. Other sites contributing to this nomination include Site 13DB1106, a historic dump; Site 13DB1108, a borrow; and Site 13DB1109, the remnants of a concrete stairway that at one time led from the bluff top to the river below.

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Previous documentation on file (NPS):

____ preliminary determination of individual listing (36 CFR 67) has been requested

____ previously listed in the National Register

previously determined eligible by the National Register
designated a National Historic Landmark

____ recorded by Historic American Buildings Survey #_____

recorded by Historic American Engineering Record # _____

____ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

_X_ State Historic Preservation Office

____ Other State agency

____Federal agency

____Local government

____ University

____ Other
Name of repository:

Historic Resources Survey Number (if assigned):

10. Geographical Data

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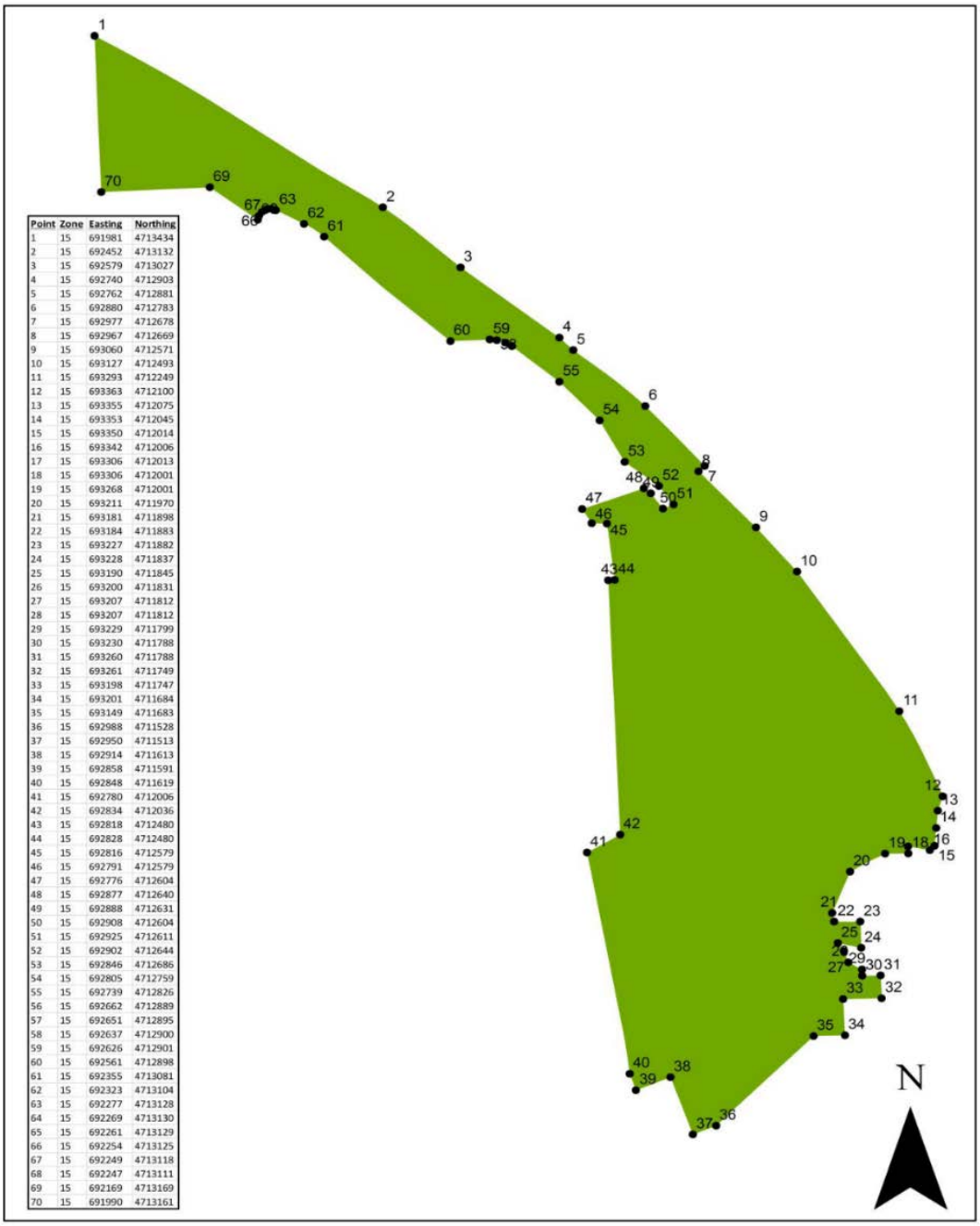
UTM References

Datum (indicated on USGS map): NAD 1983

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Additional Items Page 93



Point	Zone	Easting	Northing
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2	15	692452	4713132
3	15	692579	4713027
4	15	692740	4712903
5	15	692762	4712881
6	15	692880	4712783
7	15	692977	4712678
8	15	692967	4712669
9	15	693060	4712571
10	15	693127	4712493
11	15	693293	4712249
12	15	693363	4712100
13	15	693355	4712075
14	15	693353	4712045
15	15	693350	4712014
16	15	693342	4712006
17	15	693306	4712013
18	15	693306	4712001
19	15	693268	4712001
20	15	693211	4711970
21	15	693181	4711898
22	15	693184	4711883
23	15	693227	4711882
24	15	693228	4711837
25	15	693190	4711845
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28	15	693207	4711812
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42	15	692834	4712036
43	15	692818	4712480
44	15	692828	4712480
45	15	692816	4712579
46	15	692791	4712579
47	15	692776	4712604
48	15	692877	4712640
49	15	692888	4712631
50	15	692908	4712604
51	15	692925	4712611
52	15	692902	4712644
53	15	692846	4712686
54	15	692805	4712759
55	15	692739	4712826
56	15	692662	4712889
57	15	692651	4712895
58	15	692637	4712900
59	15	692626	4712901
60	15	692561	4712898
61	15	692355	4713081
62	15	692323	4713104
63	15	692277	4713128
64	15	692269	4713130
65	15	692261	4713129
66	15	692254	4713125
67	15	692249	4713118
68	15	692247	4713111
69	15	692169	4713169
70	15	691990	4713161

Reference Map. Source: City of Dubuque, 2015.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Additional Items Page 94



Boundary Map. Source: City of Dubuque 2015

Verbal Boundary Description (Describe the boundaries of the property.)

Eagle Point Park's northern and northeastern boundaries are formed by the natural steep bluff which skirts the edge of the Mississippi River and abuts the Canadian Pacific Railroad tracks. The southern eastern boundary of the park has a curved formation which comprises the former stone quarry which sat below the bluff, but continues to follow the edge of the bluff along its southern border which abuts Lincoln Avenue and runs along the property line for the Mathias Ham House site. In the southwestern section of the park, the boundary is adjacent to Shiras Avenue until just north of the Southern Gate Road. This part of the western boundary is formed by abutting private property lines and its accompanying woodlands, which then narrows to the northwestern section of the park, in which Eagle Point Drive forms the western boundary. In the far western section of the park is bounded by private property and covered with native woods.

Boundary Justification (Explain why the boundaries were selected.)

These boundaries were chosen as they are the historical boundaries of the park. These historical boundaries include undeveloped land and forest especially in the northern and northwestern sectors which were included in order to preserve the land from urban development.

11. Form Prepared By

Name/Title: Dr. Julie Schlarman
Organization: Jackson Street Consulting
Street & Number: 1331 Jackson Street
City or Town: Dubuque State: IA Zip Code: 52001
E-mail: jjschlarman@gmail.com
Telephone: 563.495.1234 Date: _____

Name/Title: Planning Services Department
Organization: City of Dubuque, Iowa
Street & Number: 50 W. 13th Street
City or Town: Dubuque State: IA Zip Code: 52001
E-mail: lcarsten@cityordubuque.org
Telephone: 563-589-4210 Date: _____

United States Department of the Interior
National Park Service

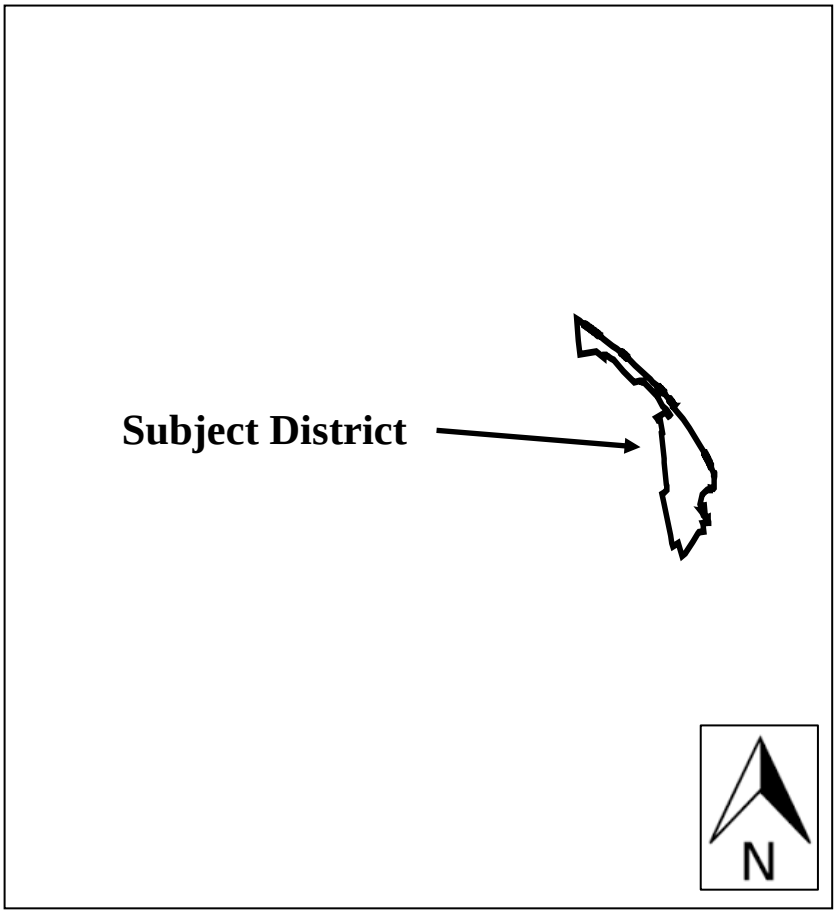
National Register of Historic Places Continuation Sheet

Section number Additional Items Page 96

Property Owner:
Name/Title: City of Dubuque,. Iowa
Organization: City of Dubuque, Iowa
Street & Number: 50 W. 13th Street
City or Town: Dubuque State: IA Zip Code: 52001
E-mail: lcarsten@cityofdubuque.org
Telephone: 563-589-4210 Date: _____

Additional Documentation

☐ **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series).

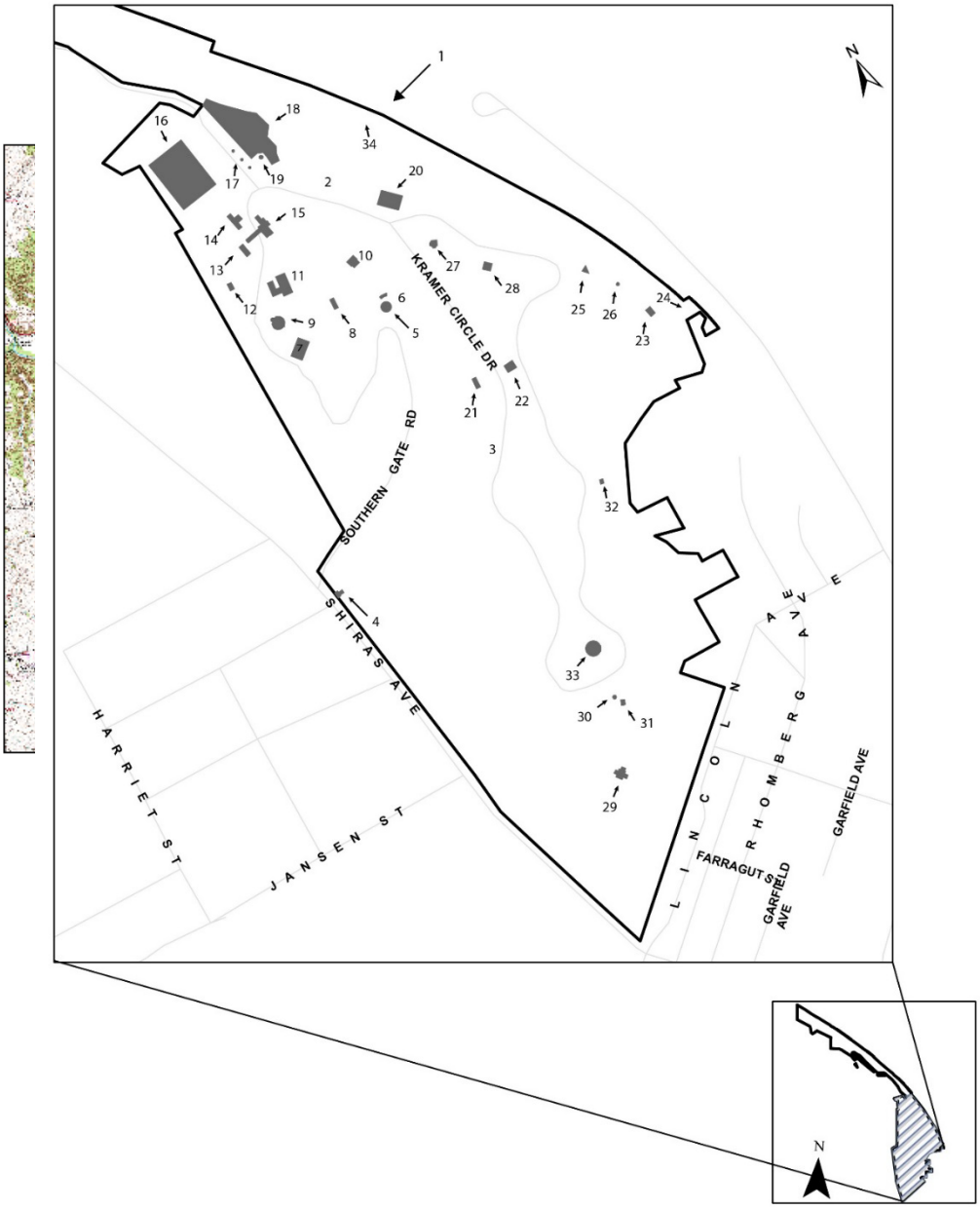


USGS map. Source: City of Dubuque Planning Department 2015.

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National Park Service

National Register of Historic Places Continuation Sheet

Section number Additional Items Page 97



Sketch map. Source: City of Dubuque Planning Department.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Additional Items Page 98

☐ **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Table of Contributing and Non-contributing Features

Map #	Name		C/NC	Date	Type
1.	**EAGLE POINT PARK**		C	1908	Site
	CIRCULATION PATTERNS				
2.	Pedestrian Path		C		Structure
3.	Vehicular Path		C		Structure
A.	**ENTRANCE FEATURES**				
4.	Entrance Kiosk		NC	c. 1995	Building
5.	Eagle Statue on Limestone Pedestal		C	c. 1950	Object
6.	Curved Concrete Retaining Wall		C	c. 1925	Structure
B.	**WESTERN PARK FEATURES**				
7.	Horseshoe Pits (6)		C	c. 1920	Object
8.	Public Restrooms		C	c. 1940	Building
9.	Wading Pool		C	c. 1920	Structure
10.	Band Shell		C	1958	Building
11.	Open Air Pavilion		C	1955	Building
C.	**"CITY IN A GARDEN" FEATURES**				
12.	Terrace Room		C	1937	Building
13.	Veranda Rooms		C	1936	Building
14.	Indian Room with Public Restrooms		C	1934	Building
15.	Bridge Complex		C	1935	Building
16.	Tennis Courts (6)		C	c. 1938	Structure
17.	Circular Stone Planters in North Parking Lot (3)		C	c. 1938	Object
D.	**LEDGE GARDEN FEATURES**				
18.	Ledge Garden		C	1935	Site
19.	Stand Alone Council Rings (4)		C	1935	Object
E.	**EASTERN PARK FEATURES**				
20.	Riverfront Pavilion		C	1910	Building
21.	Public Restrooms near Concession Stand		C	c. 1940	Building

22.	Concession Stand / Utility Building		C	c. 1940	Building
23.	Shiras Memorial Pavilion		C	1920	Building
24.	Southeastern City / River Viewing Point		C	1909	Site
25.	Triangular Concrete Patio at Allison Point		C	1909	Site
26.	Hexagon Concrete Patio at Shiras Point		C	1909	Site
27.	Eagle's View Pavilion		NC	c. 1970	Building
28.	Public Restrooms near Parking Lot		NC	c. 1990	Structure
F.	**SOUTHERN PARK FEATURES**				
29.	Log Cabin Pavilion		C	1937-1939	Building
30.	Council Rings near Log Cabin Pavilion		C	1937-1939	Object
31.	Public Restrooms near Log Cabin Pavilion		C	1937-1939	Building
32.	Tri-State View Pavilion		C	1959	Building
33.	Water Tower		NC	1940	Structure
G.	**NORTHERN PARK FEATURES**				
34.	Scenic Overlook on Eagle Point Drive		C	1909	Site

Index of Figures

1 Map of Buildings.

2 Map of Landscape Features.

3 Perspective drawing of Riverfront Pavilion by John Spencer, 1910. City of Dubuque Park Commission papers. City of Dubuque Planning Office, Dubuque, IA.

4 Postcard of 'Shiras Memorial Shelter, Eagle Point Park, Dubuque.' c1940. *The Encyclopedia of Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

5 General plan of 'City in a Garden.' Alfred Caldwell's 'City in a Garden' plan. DUMA A5, 1934. Dubuque Museum of Art.

6 Partial plan illustrating the eastern range of the Bridge Complex. Alfred Caldwell's 'City in a Garden' plan. DUMA E22,1934. Dubuque Museum of Art.

7 Elevation of the eastern range of the Bridge Complex and its supporting superstructure. Alfred Caldwell's 'City in a Garden' plan. DUMA E23,1934. Dubuque Museum of Art.

8 Detail of the western end of the Bridge Complex, showing the deterioration of the balcony and its missing lighting fixtures. Photograph by Dr Julie Schlarman, 14 September 2015.

9 Detail of the complex fireplace on the western façade of the Log Cabin pavilion. Photograph by Dr Julie Schlarman, 23 September 2014.

10 Interior of the Open Air pavilion looking south. Photograph by Dr Julie Schlarman, 14 September 2015.

11 Tri State View Pavilion looking east over the Mississippi River. Photograph by Dr. Julie Schlarman, 17 October 2015.

12 Eagle's View Pavilion looking south. Photograph by Dr. Julie Schlarman, 14 September 2015

13 Entrance Kiosk facing northeast. Photograph by Dr Julie Schlarman, 23 September 2014.

14 Band Shell camera facing south. Photograph by David Cobb Craig, 2010. http://davidcobbcraig.blogspot.com/2010_11_01_archive.html

15 Water Tower, camera facing north with turkey vultures sunning themselves on a cool autumn morning. Photograph by Dr Julie Schlarman, 17 October 2015.

16 Accessible restrooms located between Eagle's View and the Riverfront Pavilions, camera facing south. Photograph by Dr Julie Schlarman, 1 October 2015.

17 Scenic overlook of the Mississippi River from Eagle Point Drive; camera facing northeast. Photograph by Dr Julie Schlarman 27 June 2015.

18 Tree-lined Kramer Circle Drive with public restrooms on far right; camera facing south. Photograph by Dr Julie Schlarman 17 October 2015.

19 Eagle statue with plantings in foreground, Streetcar Stand and former dual staircases; camera facing southeast. Photograph by Dr Julie Schlarman 1 October 2015.

20 Photograph of remnants of the staircase south of streetcar stand and portions of the concrete retaining wall. Photograph by Dr Julie Schlarman 17 October 2015.

21 Photograph of remnants of staircase [north of streetcar stand]; camera facing south. Photograph by Dr Julie Schlarman, 27 June 2015.

22 Bluff's Edge Promenade from Shiras Memorial; part of Lock and Dam #11 on lower right; camera facing north. Photograph by Dr Julie Schlarman 14 September 2015.

23 The Meadow from Open Air Pavilion with the Band Shell in the background; camera facing east. Photograph by Dr Julie Schlarman 14 June 2015.

24 The water fountain, limestone viewing bench and parking lot edging with tennis courts in background; camera facing northwest. Photograph by Dr Julie Schlarman 21 June 2015.

26 Stone planter in parking lot adjacent to tennis courts. Photograph by Dr Julie Schlarman 27 June 2015.

27 Wood and plaster model of Bridge Complex – upper left, Indian Room and restrooms – lower right, patio, and Veranda Rooms on the far right as built. No date for model. Caldwell, Alfred drawings, models and plans. City of Dubuque Parks Division, Dubuque, IA.

28 Water bubbler, steps and semicircular stone patio in background; camera facing south. Photograph by Dr Julie Schlarman 14 September 2015.

29 Ledge garden, camera facing south. Photograph by Dr Julie Schlarman 21 September 2015.

30 Postcard of 'Pool and Rock Garden, Eagle Point Park', c1950. Collection of Dr Julie Schlarman.

31 Photograph of the eastern council ring, Dubuque Telegraph Herald. 'First of Council Rings at Eagle Point Park,' *Telegraph Herald* (November 11, 1934).

32 Photograph of council ring, public restrooms and part of the parking lot adjacent to the Log Cabin Pavilion. Photograph by Dr Julie Schlarman 14 September 2015.

33 Ham [Hamm] Island can be identified in the upper right quadrant of the map to the right of Lake Peosta. Andreas, A. T. *Andreas' illustrated historical atlas of the State of Iowa* Chicago, Andreas Atlas Co. 1875, p.111.

34 Southern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Lowrie, Charles Nassau and Robinson, Charles Mulford plans. City of Dubuque Parks Division, Dubuque, IA.

35 Northern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Lowrie, Charles Nassau and Robinson, Charles Mulford plans. City of Dubuque Parks Division, Dubuque, IA.

36 Detail of the southern portion of the 1909 plan of Eagle Point Park by Lowrie and Robinson. Lowrie, Charles Nassau and Robinson, Charles Mulford plans. City of Dubuque Parks Division, Dubuque, IA.

37 'Cathedral of Elms' on Rhomberg Avenue, first half of the twentieth century. *The Encyclopedia of Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

38 Early twentieth century postcard of 'Entrance to Eagle Point Park Dubuque.' c1915. *The Encyclopedia of Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

39 Early twentieth century postcard of 'Eagle Point Drive.'Collection of Dr Julie Schlarman.

40 Postcard of Shiras Memorial Shelter on Eagle Point and demolished Wisconsin High Bridge, c1965. Collection of Dr Julie Schlarman.

41 Quarry and plant of eagle Point Lime Co. Eagle Point, Dubuque County Iowa. From *Iowa Geological Survey, Vol. XVII, Fifteenth Annual Report of the Iowa State Geologist*, Plate XXXIII, 1906.

42 Bluff's Edge Promenade from Riverfront Pavilion; camera facing east. Photograph by Dr Julie Schlarman 27 June 2015.

43 Postcard of 'Belvidere at Eagle Point Park, Dubuque IA', c1940. *The Encyclopedia of 4Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

44 Site of former 'Belvidere;' Bluff's Edge Promenade with mechanical viewer; camera facing east. Photograph by Dr Julie Schlarman 9 October 2015.

45 'Riverside Stairway Leading to Eagle Point Park, Dubuque' n.d. *The Encyclopedia of Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

46 Detail of 'Shiras Memorial Shelter' plan and elevation. Photograph by Dr Julie Schlarman 1 October 2015.

47 Postcard of 'Old Log Cabin' shelter at Eagle Point Park, c.1950. *The Encyclopedia of Dubuque*. Dubuque, IA: First National Bank, 1991. www.encyclopediadubuque.org

48 Jens Jensen's waterfall and prairie stream at Columbus Park, Chicago 1910. Chicago Historical Society. 'The Electronic Encyclopedia of Chicago,'2005. http://www.encyclopedia.chicagohistory.org/

49 Caldwell plan of 1935. DUMA A3, 1934. Dubuque Museum of Art.

50 Landscaping around the Veranda Rooms, c1936-1940. Camera facing northwest. Photograph by Dr. Julie Schlarman, 14 September 2014.

51 Detail of Caldwell's 'City in a Garden' plan showing the Bridge Complex on the far left. DUMA A5, 1934. Dubuque Museum of Art.

52 Alfred Caldwell [far left] inspecting stones for the floor of the lily pond, c1935. 'Proress made on Park Pool Project,' *Telegraph Herald* (November 18, 1934).

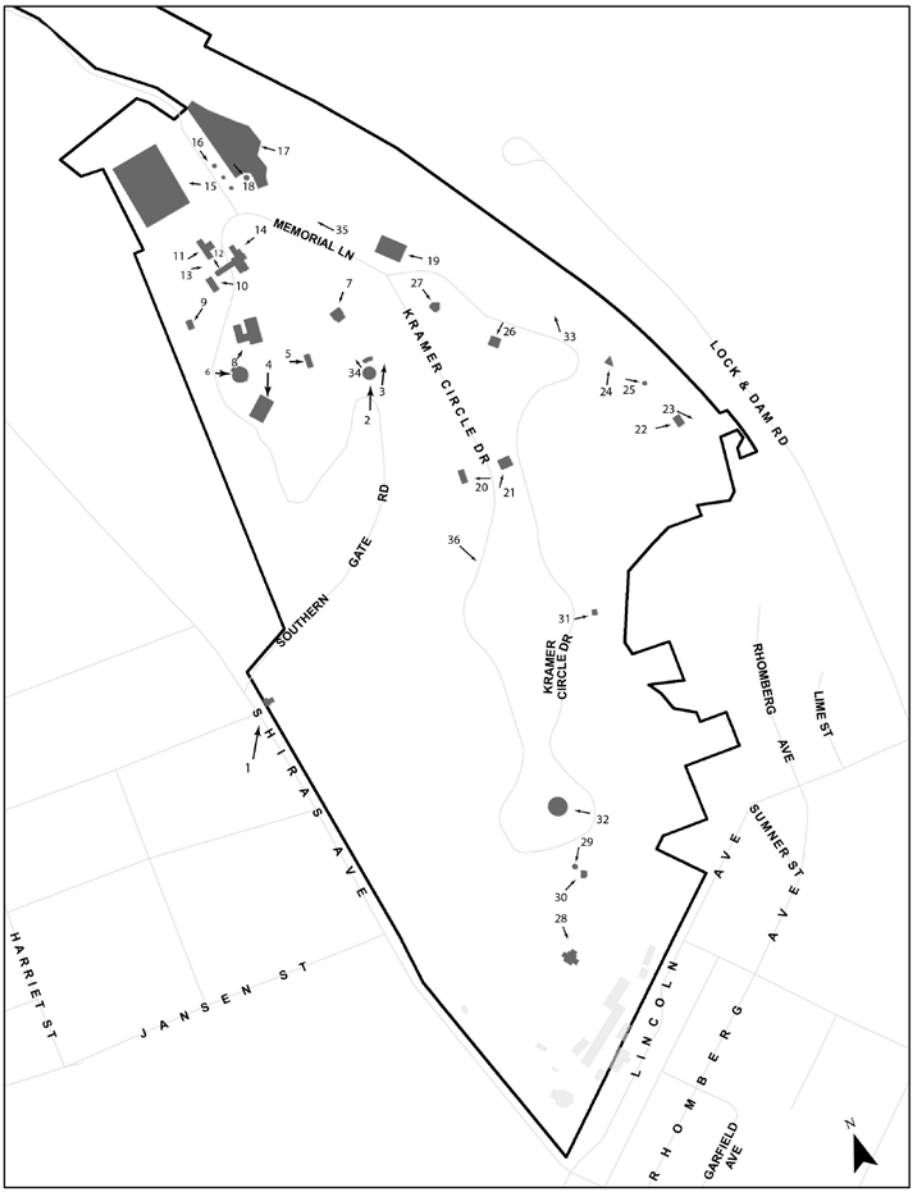
53 Postcard of Lombardy pines on Eagle Point Drive, c.1920. Collection of Dr Julie Schlarman.

54 National Youth Administration Log Cabin project. Council ring, public restrooms, playground with Log Cabin Pavilion barely visible in center back. Photograph by Dr Julie Schlarman 14 September 2015.

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log.

Map



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Additional Items Page 105

Photo Log

The following information specific to the phot log:

Property Name	Eagle Point Park
County and State	Dubuque County, Iowa
Name of Photographer	Ose Akinlotan
Location of original negative or digital files	CD
If digital, type of digital ink and paper used	HP Vivera ink and HP premium paper

Photo #	Name	Description
	ENTRANCE FEATURES	
1.	Entrance Kiosk	View North
2.	Eagle Statue on Limestone Pedestal	View Northeast
3.	Curved Concrete Retaining Wall	View Northeast
	WESTERN PARK FEATURES	
4.	Horseshoe Pits (6)	View Southwest
5.	Public Restrooms	View East
6.	Wading Pool	View Southeast
7.	Band Shell	View Southwest
8.	Open Air Pavilion	View Northeast
	"CITY IN A GARDEN" FEATURES	
9.	Terrace Room	View Southwest
10.	Veranda Rooms	View West
11.	Indian Room with Public Restrooms	View East
12.	Indian Room with Public Restrooms	View Northwest
13.	Bridge Complex	View Southeast
14.	Bridge Complex	View West
15.	Tennis Courts (6)	View Northwest
16.	Circular Stone Planters in North Parking Lot (3)	View Southeast
	LEDGE GARDEN FEATURES	
17.	Ledge Garden	View Northwest
18.	Stand Alone Council Rings (4)	View South

	EASTERN PARK FEATURES	
19.	Riverfront Pavilion	View Northwest
20.	Public Restrooms near Concession Stand	View West
21.	Concession Stand / Utility Building	View Northeast
22.	Shiras Memorial Pavilion	View East
23.	Southeastern City / River Viewing Point	View Southeast
24.	Triangular Concrete Patio at Allison Point	View Northeast
25.	Hexagon Concrete Patio at Shiras Point	View East
26.	Eagle's View Pavilion	View Southwest
27.	Public Restrooms near Parking Lot	View Southeast
	SOUTHERN PARK FEATURES	
28.	Log Cabin Pavilion	View Southwest
29.	Council Rings near Log Cabin Pavilion	View Southwest
30.	Public Restrooms near Log Cabin Pavilion	View Southeast
31.	Tri-State View Pavilion	View Northeast
32.	Water Tower	View Northwest
	NORTHERN PARK FEATURES	
33.	Scenic Overlook on Eagle Point Drive	View North
	CIRCULATION PATTERNS	
34.	Pedestrian Path	View Northwest
35.	Pedestrian Path	View Southeast
36.	Vehicular Path	View Northeast

Acknowledgements
This nomination has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

United States Department of the Interior
National Park Service

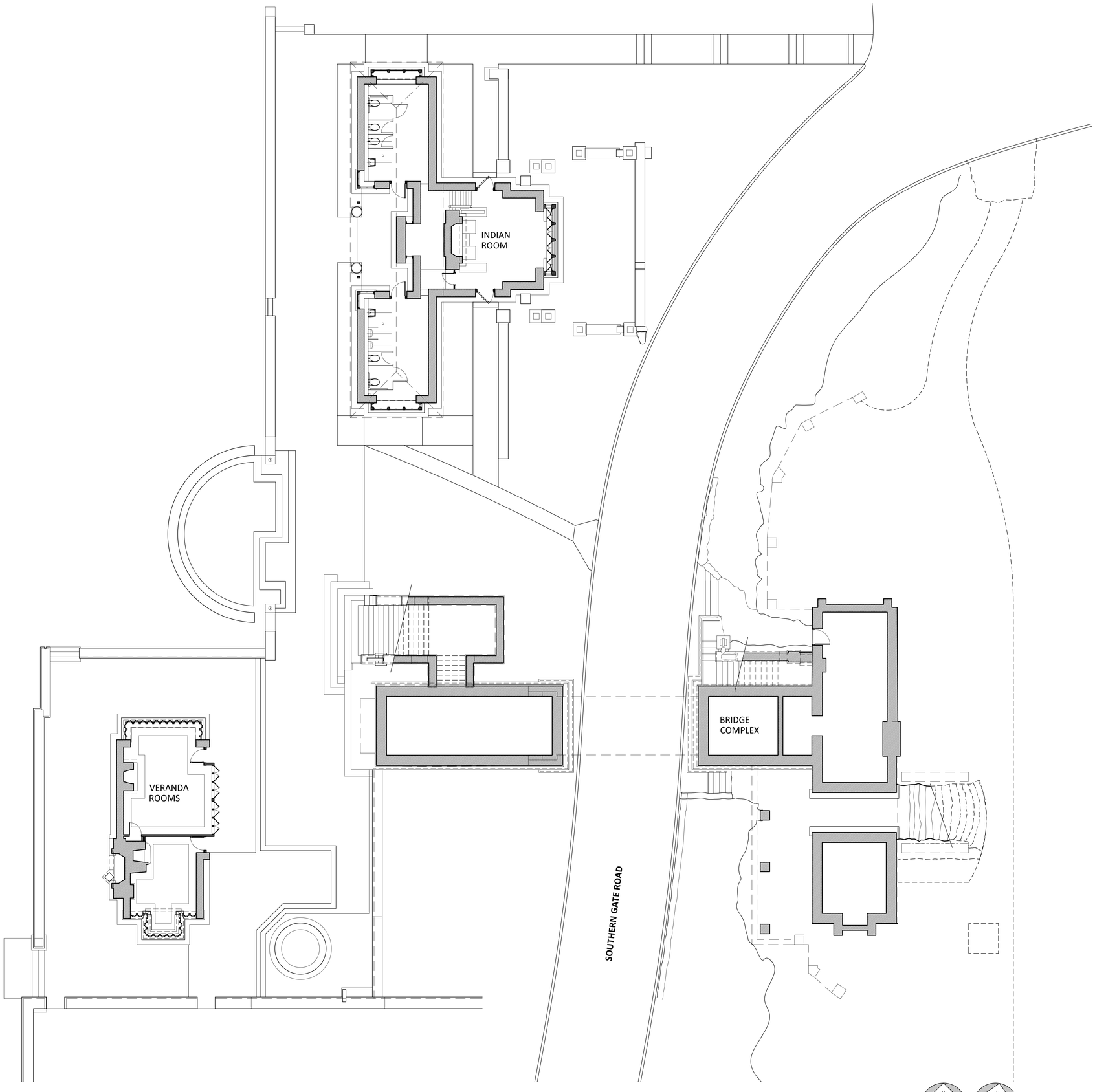
National Register of Historic Places Continuation Sheet

Section number Additional Items Page 107

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above of if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20204

APPENDIX C. MEASURED DRAWINGS



LOWER LEVEL COMPREHENSIVE SITE PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY
MORTON
ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

COMPREHENSIVE LOWER LEVEL SITE PLAN

COMPREHENSIVE SITE PLAN

PROJECT NO. 2308

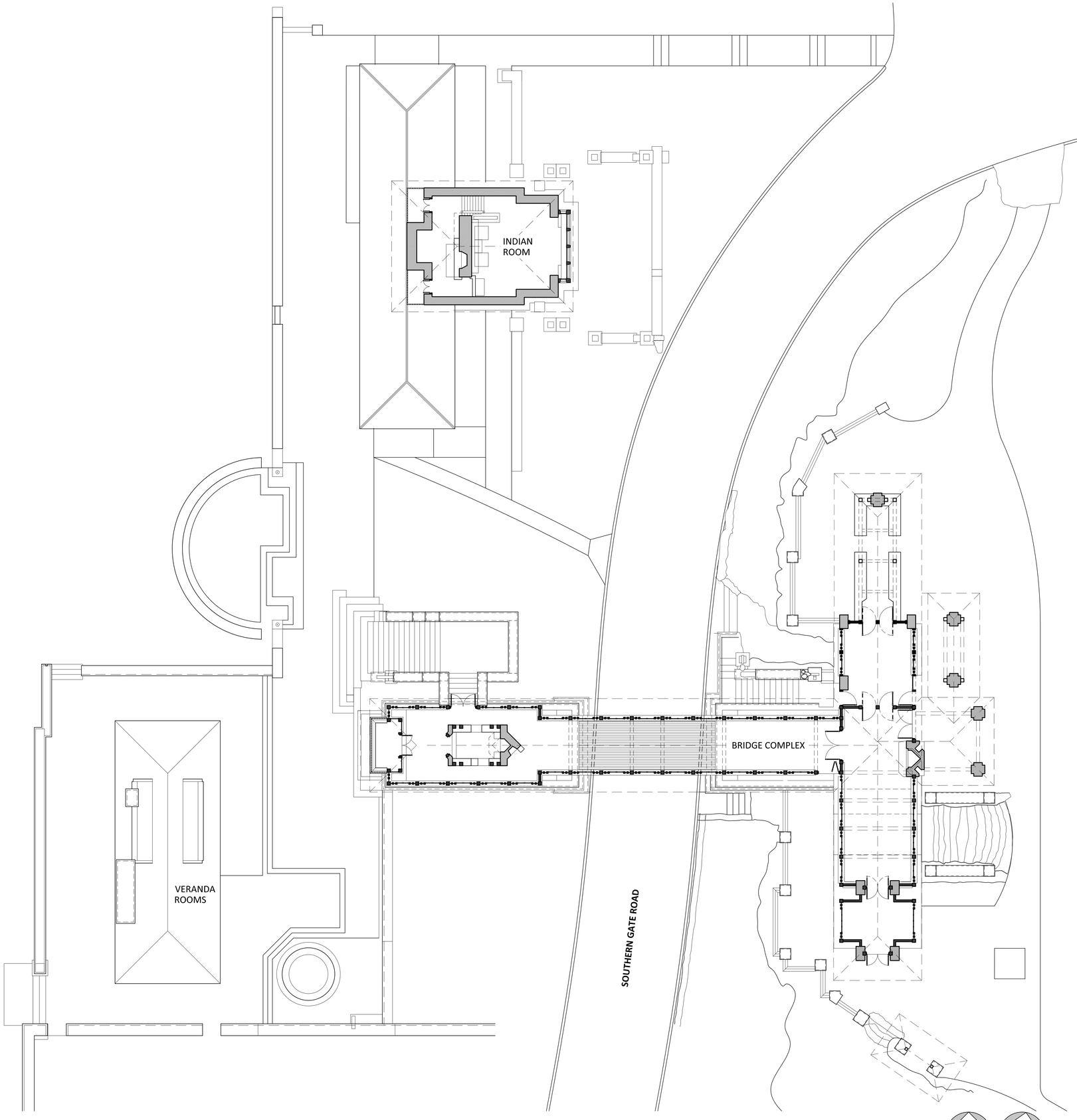
DATE: 16 APRIL 2025

DRAWN BY: JEM

REVISIONS

SHEET NUMBER

CS 100



UPPER LEVEL COMPREHENSIVE SITE PLAN (AS-BUILT)

SCALE: 1/8" = 1'-0"

ARCHITECT OF RECORD

JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

COMPREHENSIVE UPPER LEVEL SITE PLAN

COMPREHENSIVE SITE PLAN

PROJECT NO. 2308

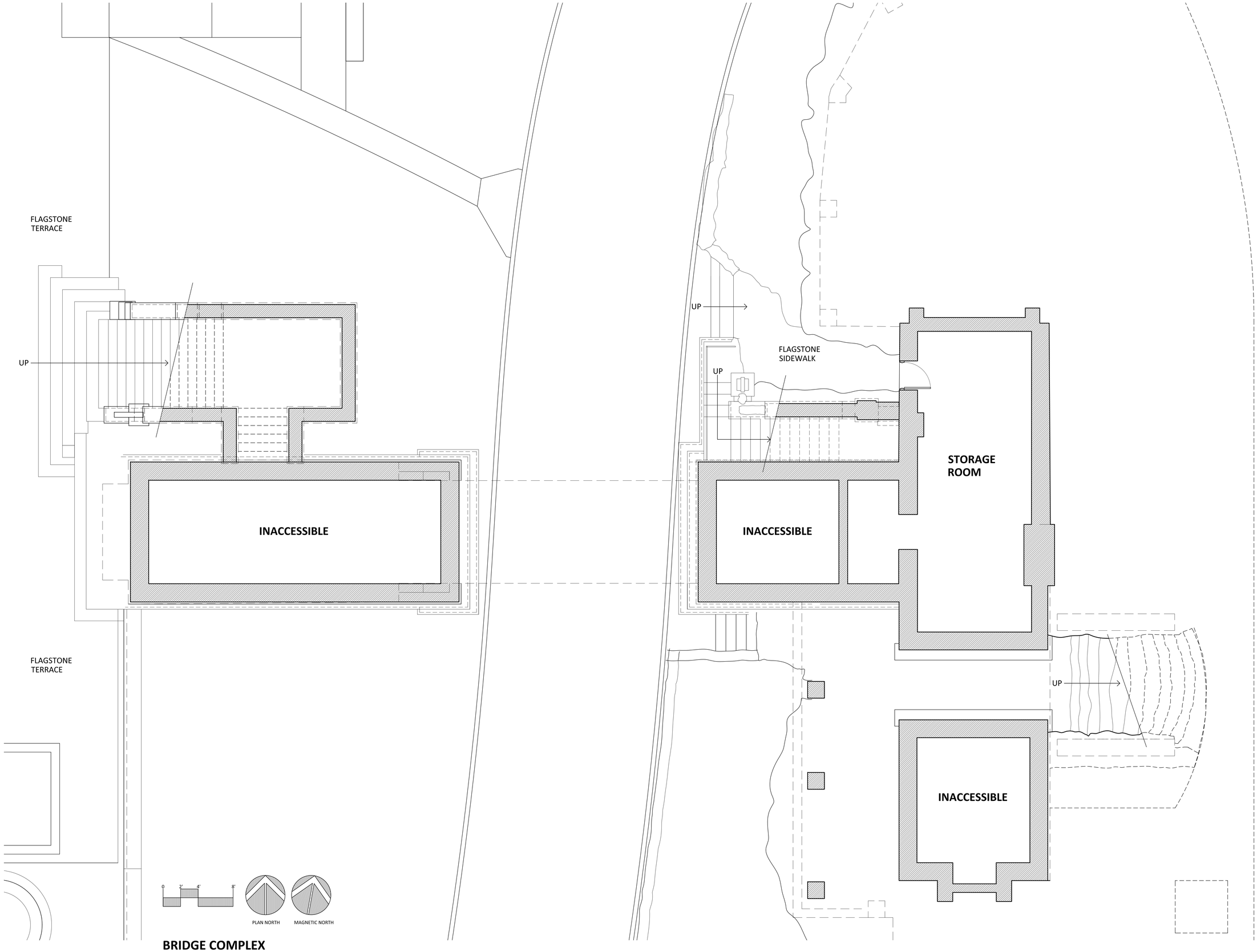
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DRAWN BY: JEM

REVISIONS

SHEET NUMBER

BP 101



BRIDGE COMPLEX

LOWER LEVEL FLOOR PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

BRIDGE PAVILION
LOWER LEVEL FLOOR PLAN (AS-BUILT)

BRIDGE PAVILION

PROJECT NO. 2308

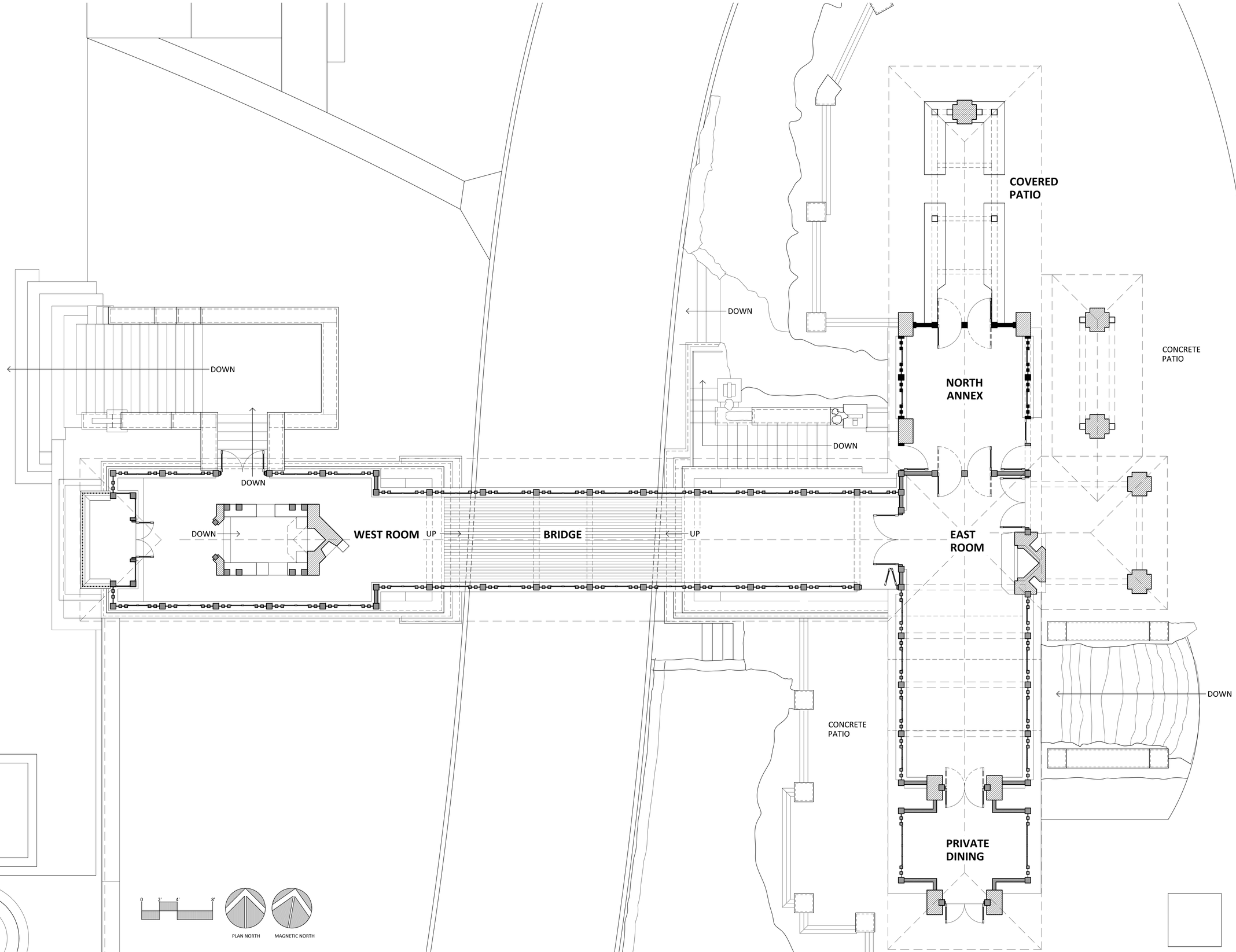
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REVISIONS

SHEET NUMBER

BP 200



BRIDGE COMPLEX

MAIN LEVEL FLOOR PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

BRIDGE PAVILION
MAIN LEVEL FLOOR PLAN

BRIDGE PAVILION

PROJECT NO. 2308

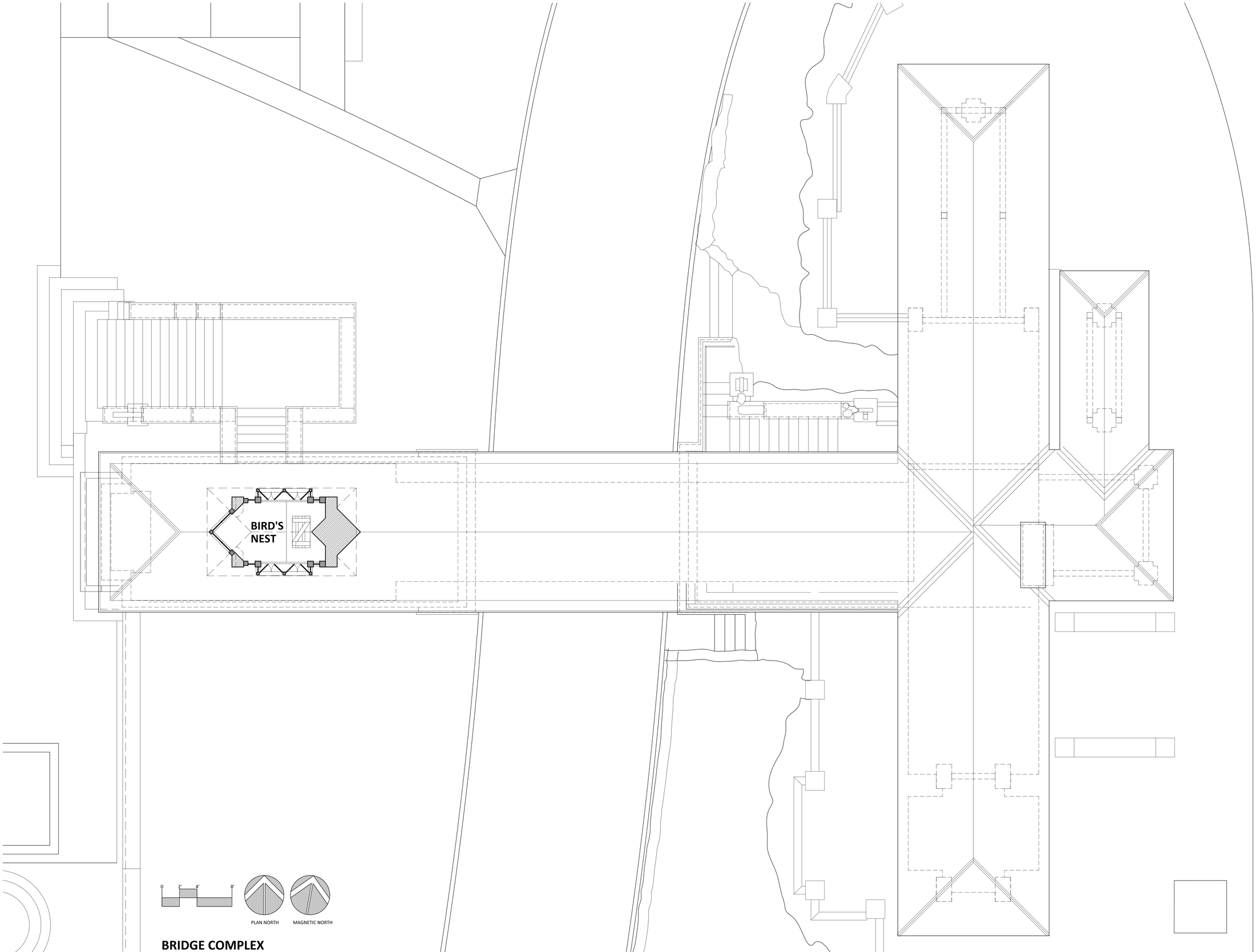
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REVISIONS

SHEET NUMBER

BP 201



BRIDGE COMPLEX

ROOF & TOWER PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY
MORTON
ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

BRIDGE PAVILION
ROOF & TOWER PLAN (AS-BUILT)

BRIDGE PAVILION

PROJECT NO. 2308

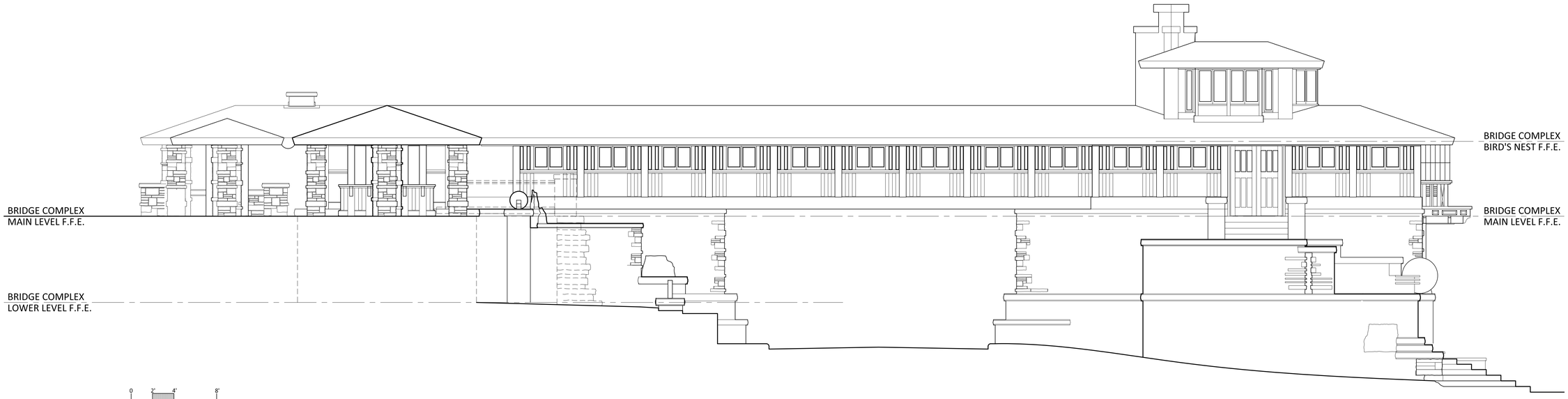
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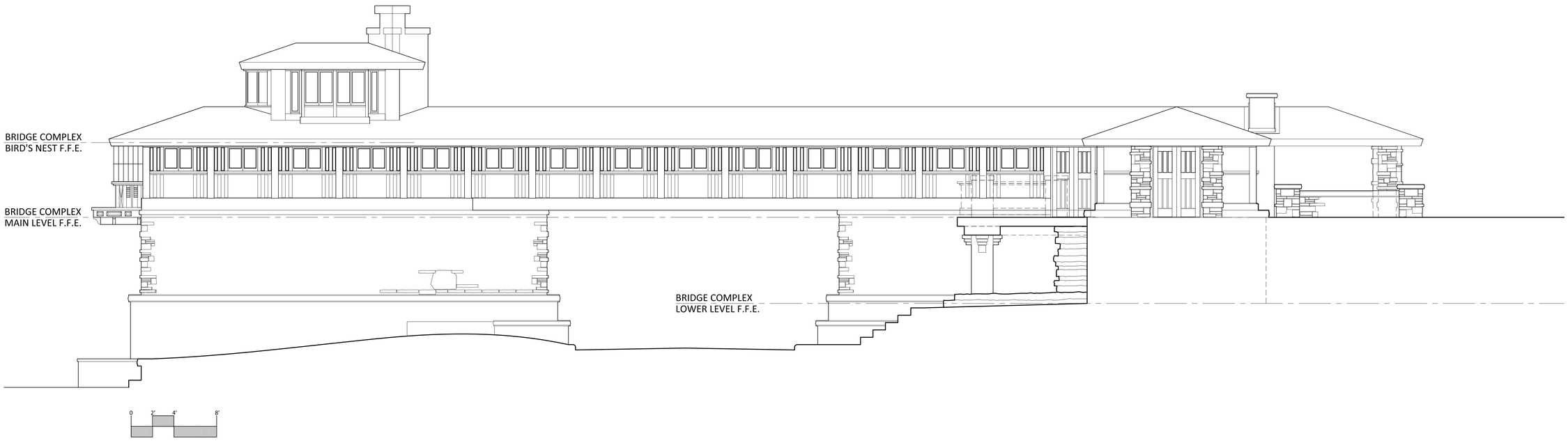
REVISIONS

SHEET NUMBER

BP 202



BRIDGE COMPLEX
NORTH ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"



BRIDGE COMPLEX
SOUTH ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD
JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003
563-451 4206

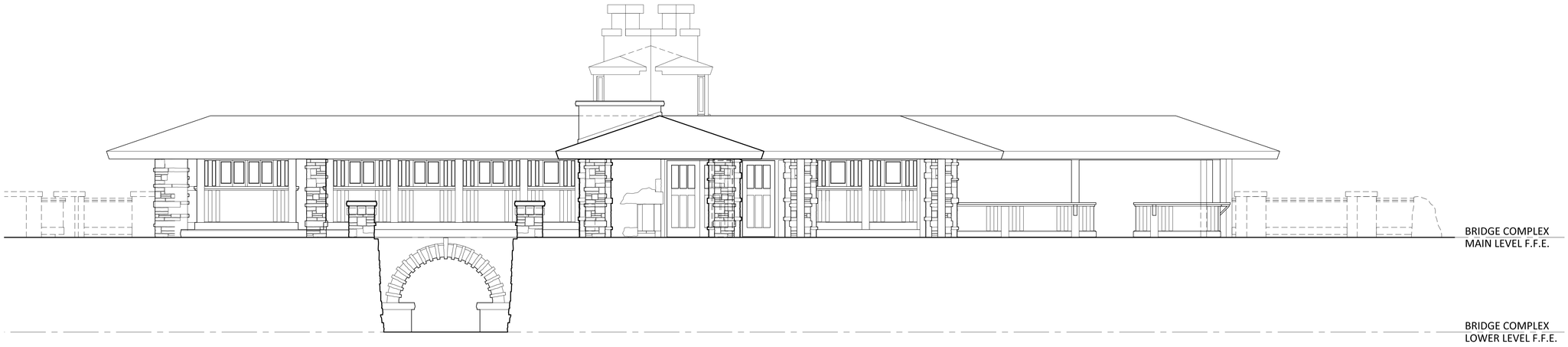
PROJECT NAME
EAGLE POINT PARK
HISTORIC STRUCTURES REPORT
2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION
BRIDGE PAVILION
NORTH ELEVATION (AS-BUILT)
SOUTH ELEVATION (AS-BUILT)

BRIDGE PAVILION

PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
BP 301

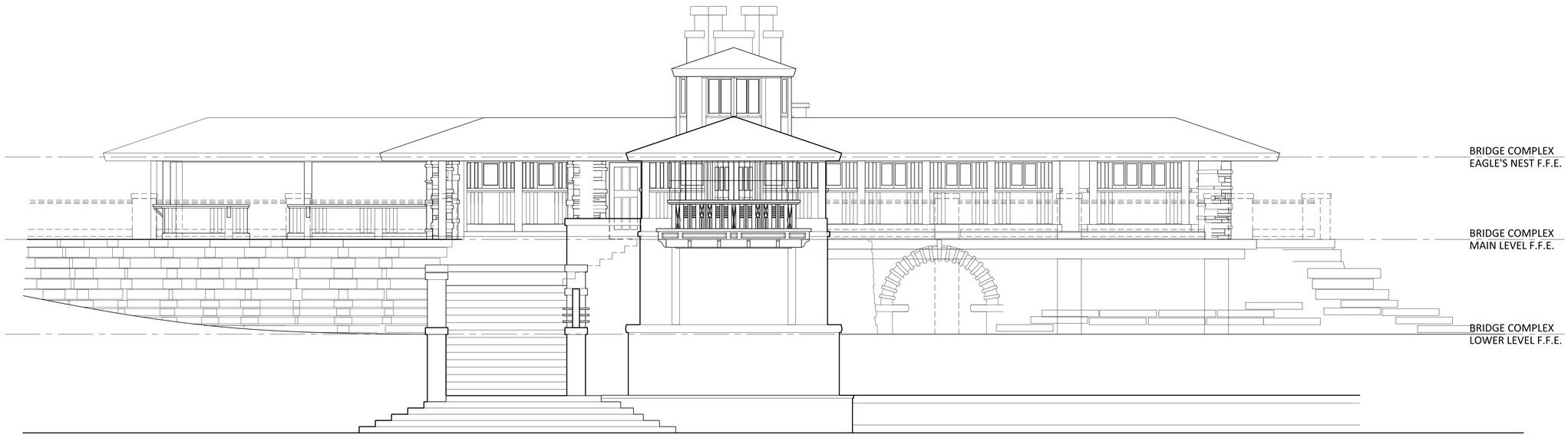


0 2' 4' 8'

BRIDGE COMPLEX

EAST ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"



0 2' 4' 8'

BRIDGE COMPLEX

WEST ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD
JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003
563-451 4206

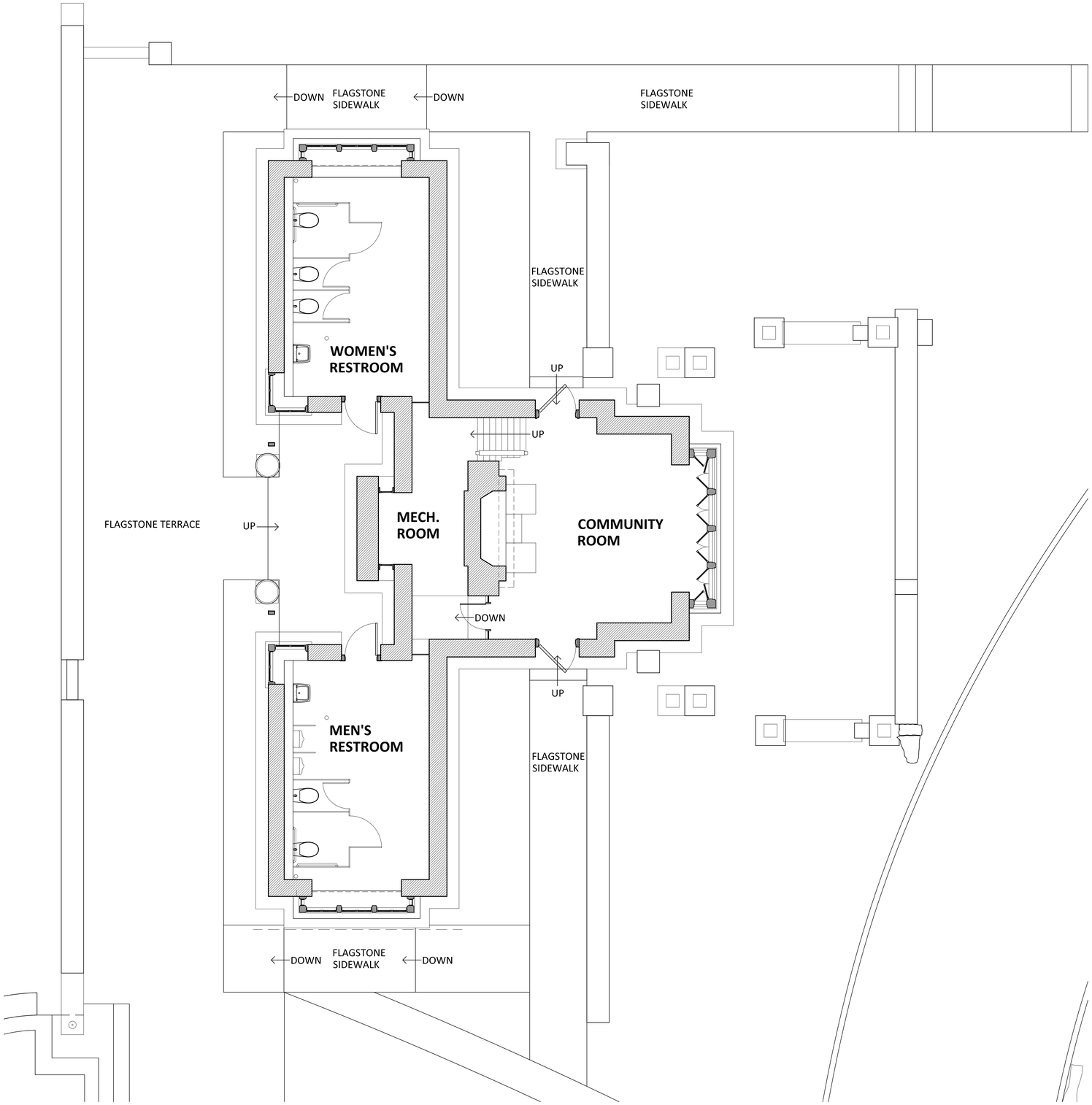
PROJECT NAME
EAGLE POINT PARK
HISTORIC STRUCTURES REPORT
2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

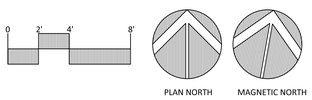
SHEET DESCRIPTION
BRIDGE PAVILION
EAST ELEVATION (AS-BUILT)
WEST ELEVATION (AS-BUILT)

BRIDGE PAVILION

PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
BP 302





INDIAN ROOM

FIRST LEVEL FLOOR PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD
JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003
563-451 4206

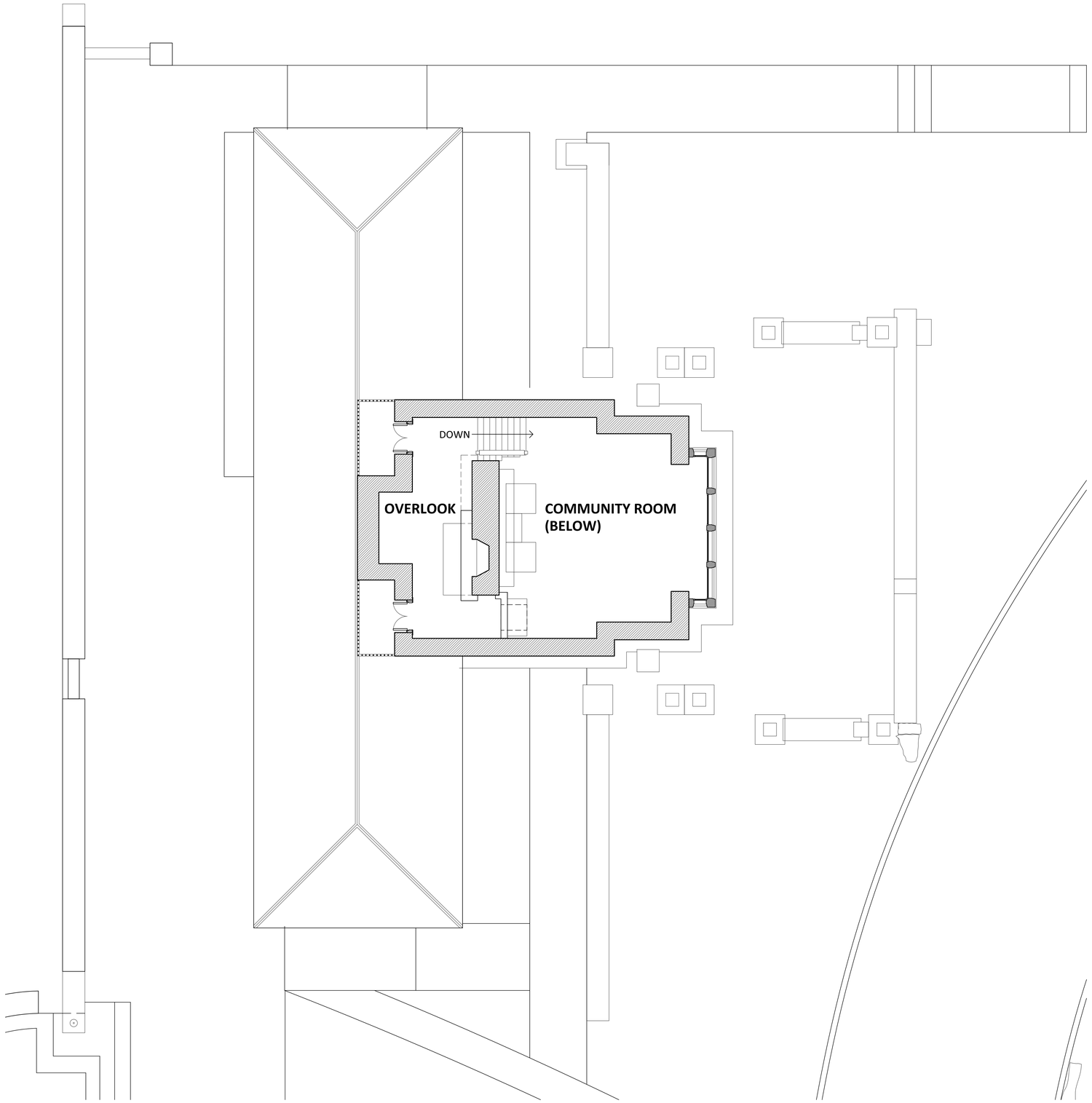
PROJECT NAME
EAGLE POINT PARK
HISTORIC STRUCTURES REPORT
2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION
INDIAN ROOM
FIRST LEVEL FLOOR PLAN (AS-BUILT)

INDIAN ROOM

PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
IR 201



0 2' 4' 8'

PLAN NORTH MAGNETIC NORTH

INDIAN ROOM

SECOND LEVEL FLOOR PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

INDIAN ROOM
SECOND LEVEL FLOOR PLAN (AS-BUILT)

INDIAN ROOM

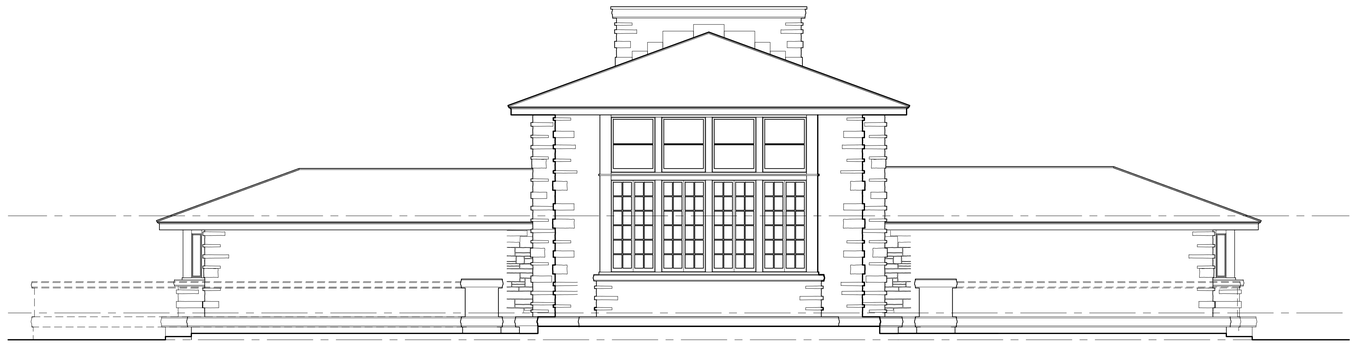
PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
IR 202



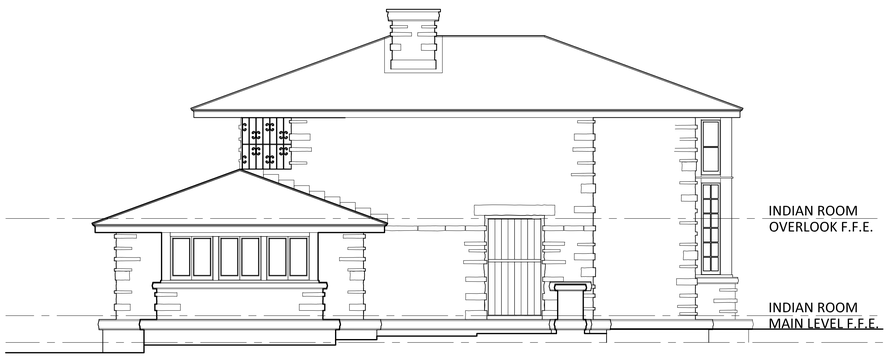
0 2' 4' 8'

INDIAN ROOM
NORTH ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"



0 2' 4' 8'

INDIAN ROOM
EAST ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"



0 2' 4' 8'

INDIAN ROOM
SOUTH ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"



0 2' 4' 8'

INDIAN ROOM
WEST ELEVATION (AS-BUILT)
SCALE: 1/4" = 1'-0"

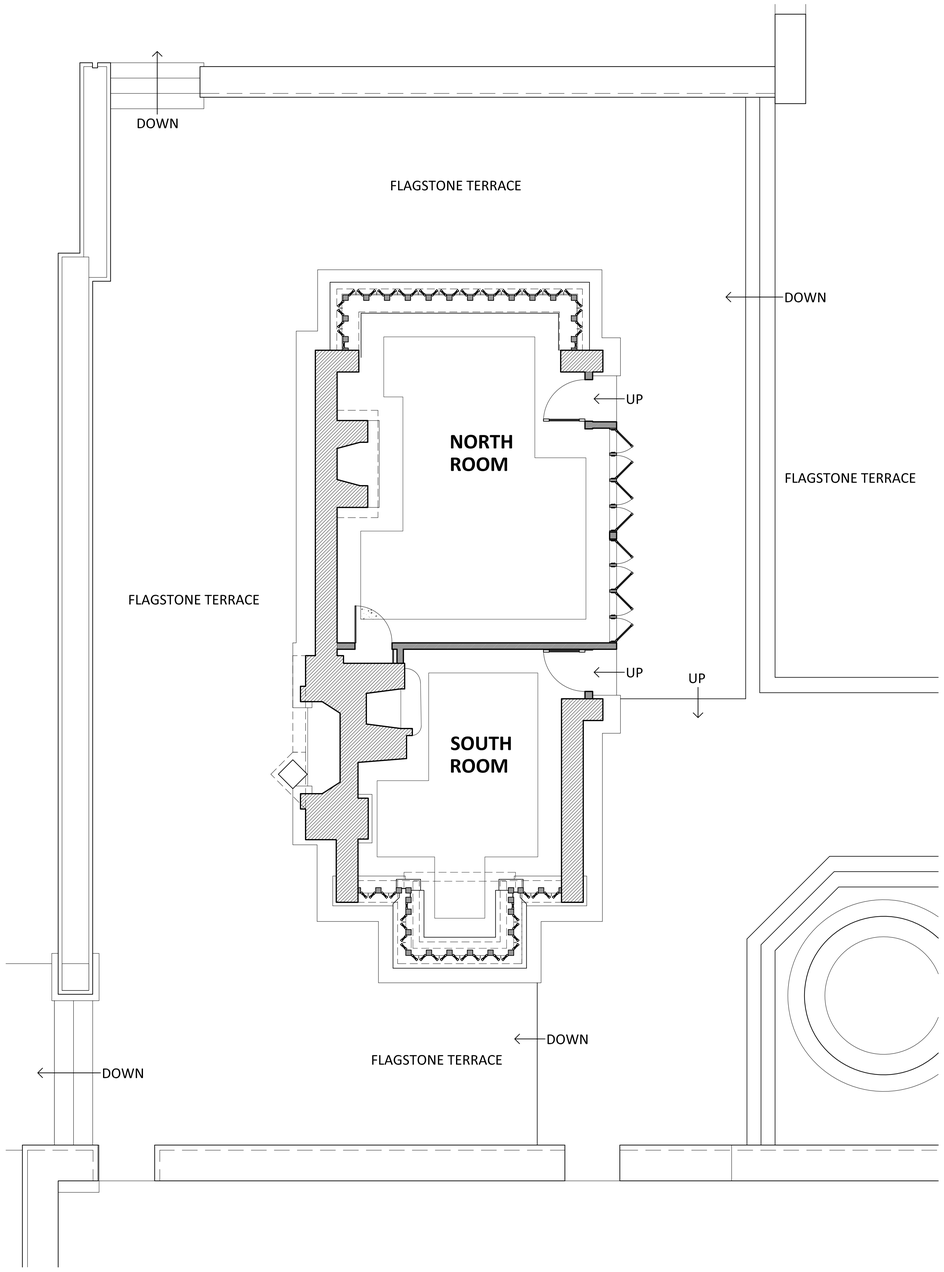
ARCHITECT OF RECORD
JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003
563-451 4206

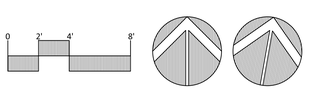
PROJECT NAME
EAGLE POINT PARK
HISTORIC STRUCTURES REPORT
2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION
INDIAN ROOM
BUILDING ELEVATION (AS-BUILT)

PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
IR 300





VERANDA ROOMS

FIRST LEVEL FLOOR PLAN (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD
JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003
563-451 4206

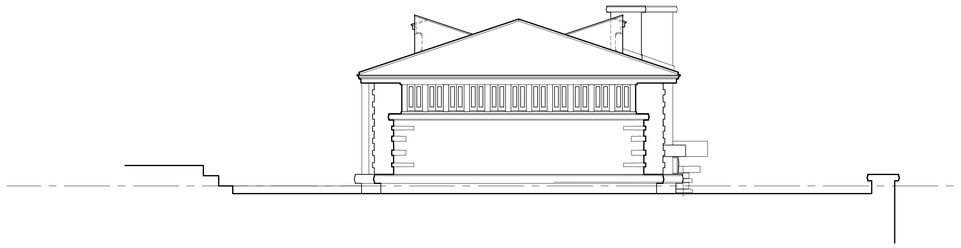
PROJECT NAME
EAGLE POINT PARK
HISTORIC STRUCTURES REPORT
2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION
VERANDA ROOMS
FIRST LEVEL FLOOR PLAN (AS-BUILT)

VERANDA ROOMS

PROJECT NO. 2308
DATE: 16 APRIL 2025
DRAWN BY: JEM
REVISIONS

SHEET NUMBER
VR 201



0 2' 4' 8'

VERANDA ROOMS

NORTH ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"

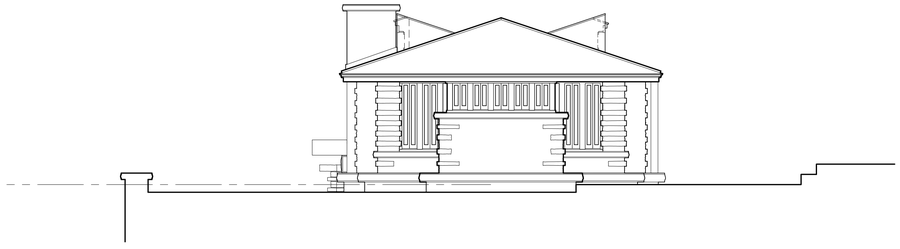


0 2' 4' 8'

VERANDA ROOMS

EAST ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"

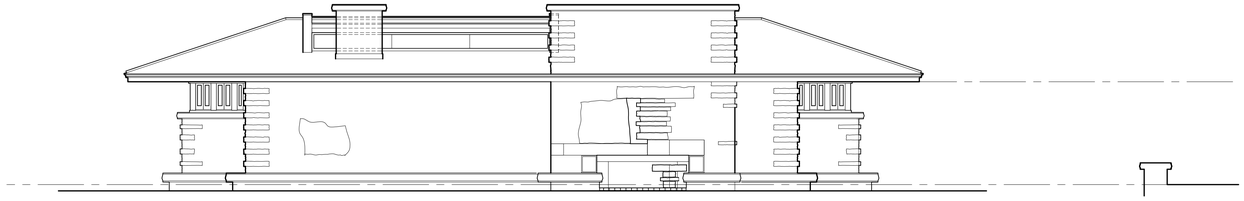


0 2' 4' 8'

VERANDA ROOMS

SOUTH ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"



0 2' 4' 8'

VERANDA ROOMS

WEST ELEVATION (AS-BUILT)

SCALE: 1/4" = 1'-0"

ARCHITECT OF RECORD

JEFFREY MORTON ASSOCIATES
163 BRADLEY STREET
DUBUQUE, IOWA 52003

563-451 4206

PROJECT NAME

EAGLE POINT PARK
HISTORIC STRUCTURES REPORT

2601 SHIRAS AVENUE
DUBUQUE, IOWA 52001

SHEET DESCRIPTION

VERANDA ROOMS
BUILDING ELEVATION (AS-BUILT)

VERANDA ROOMS

PROJECT NO. 2308

DATE: 16 APRIL 2025

DRAWN BY: JEM

REVISIONS

SHEET NUMBER

VR 301

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 15.

ITEM TITLE:	Tanglewood Court Storm Sewer Extension Project: Award Public Improvement Contract
SUMMARY:	City Manager recommending City Council award the public improvement contract for the Tanglewood Court Storm Sewer Extension Project to Gansen Excavating Inc. of Dubuque, Iowa in the amount of $101,249.28, which is 22.42% below the engineer's estimate. **RESOLUTION** Awarding Public Improvement Contract For The Tanglewood Court Storm Sewer Extension Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2026-01-09_TanglewoodCtStm-AwardMemo
3. TanglewoodCtStm - Council Award Resolution
4. TanglewoodCT_Storm-Bid_Tabulation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Tanglewood Court Storm Sewer Extension Project
Award Public Improvement Contract
Project No. 5586500044

DATE: January 12, 2026

City Engineer Gus Psihoyos is recommending City Council award the public improvement contract for the Tanglewood Court Storm Sewer Extension Project to Gansen Excavating Inc. of Dubuque, Iowa in the amount of $101,249.28, which is 22.42% below the engineer's estimate.

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
Laura Bendorf, Budget Manager
Maxwell O'Brien, Civil Engineer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: January 9, 2026

SUBJECT: Tanglewood Court Storm Sewer Extension Project
Award Public Improvement Contract
Project No. 5586500044

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Tanglewood Court Storm Sewer Extension Project.

BACKGROUND

The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires outfall reconstruction and stabilization. This project will include the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas. The project was initiated for bid by City Council on December 15, 2025. The project was publicly advertised for bid December 17, 2025. There was a Public Hearing held during the January 5, 2026 City Council hearing.

BID RESULTS

The City received sealed bids on January 8, 2026 for the Tanglewood Court Storm Sewer Extension Project. The City received 9 bids for the project with Gansen Excavating Inc. of Dubuque, Iowa submitting the low bid in the amount of $101,249.28. A summary of the 9 bid proposals received is as follows:

Contractor Name	Total Bid Amount
Gansen Excavating Inc.	$101,249.28
Connolly Construction Inc.	$107,765.78
Top Grade Excavating Inc.	$134,686.26
Offset Construction LLC	$138,464.12

Pirc-Tobin Construction Inc.	$147,923.24
Portzen Construction	$151,878.51
McDermott Excavating	$153,705.79
Tschiggfrie Excavating Co.	$162,075.10
Eastern Iowa Excavating & Concrete, LLC	$163,668.13

RECOMMENDATION

I recommend awarding the public improvement contract for the Tanglewood Court Storm Sewer Extension Project to Gansen Excavating Inc. of Dubuque, Iowa in the amount of $101,249.28. The bid amount is 22.42% below the engineer's estimate of $130,501.54.

BUDGET IMPACT

The estimate of probable cost for the Tanglewood Court Storm Sewer Extension Project is summarized as follows:

Description	Revised Estimate*	Award
Construction	$ 130,501.54	$ 101,249.28
Contingency (10%)	$ 13,050.15	$ 10,124.93
Engineering (10%)	$ 13,050.15	$ 10,124.93
Total Project Cost	**$ 156,601.84**	**$ 121,499.14**

*The revised construction estimate is $1,000 lower than the amount listed in Resolution 396-25 due to a calculation error. This correction also impacts the associated contingency and engineering cost values.

The construction of the Tanglewood Court Storm Sewer Extension Project will be covered by the funding sources as described below:

Tanglewood Court Storm Sewer Extension Project Funding		
5586500044	Tanglewood Court Outfall Stabilization	$ 160,000.00
	Total Project Funding	**$ 160,000.00**

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the Tanglewood Court Storm Sewer Extension Project to Gansen Excavating Inc. of Dubuque, Iowa in the amount of $101,249.28, through the adoption of the attached resolution.

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

Prepared by Alex Stein, Civil Engineer I, City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE TANGLEWOOD COURT STORM SEWER EXTENSION PROJECT

Whereas, sealed proposals have been submitted by contractors for the Tanglewood Court Storm Sewer Extension Project, (the Project) pursuant to Resolution No. 396-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 18th day of December 2025; and

Whereas, said sealed proposals were opened and read on the 8th day of January 2026 and it has been determined that Gansen Excavating Inc. of Dubuque, Iowa, in the bid amount of $101,249.28, 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 a Public Improvement Contract for the Project is hereby awarded to Gansen Excavating Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 20th day of January 2026.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa

Bid Tabulation

Project Title: Tanglewood Ct Storm Sewer Extension Project

							Bid Date	Engineer's Estimate		Gansen Excavating, Inc.		Connolly Construction Inc.		Top Grade Excavating Inc.		Offset Construction LLC	
							8-Jan-26										
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE		BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase															
1	2010-108-C-0	Clearing and Grubbing C	1	LS	$ 9,000.00	$ 9,000.00		$ 5,200.00	$ 5,200.00	$ 3,200.00	$ 3,200.00	$ 11,840.00	$ 11,840.00	$ 9,000.00	$ 9,000.00		
2	2010-108-D-3	Topsoil, Off-site	150	CY	$ 60.00	$ 9,000.00		$ 46.00	$ 6,900.00	$ 25.00	$ 3,750.00	$ 73.50	$ 11,025.00	$ 52.00	$ 7,800.00		
					Sub Total	$ 18,000.00		**Sub Total**	$ 12,100.00	**Sub Total**	$ 6,950.00	**Sub Total**	$ 22,865.00	**Sub Total**	$ 16,800.00		
		Division 3010 - Trench Excavation and Backfill															
3	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	310	TON	$ 27.00	$ 8,370.00		$ 22.20	$ 6,882.00	$ 20.50	$ 6,355.00	$ 28.50	$ 8,835.00	$ 27.00	$ 8,370.00		
4	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	466	TON	$ 27.00	$ 12,582.00		$ 2.00	$ 932.00	$ 22.50	$ 10,485.00	$ 23.50	$ 10,951.00	$ 31.00	$ 14,446.00		
					Sub Total	$ 20,952.00		**Sub Total**	$ 7,814.00	**Sub Total**	$ 16,840.00	**Sub Total**	$ 19,786.00	**Sub Total**	$ 22,816.00		
		Division 4020 - Storm Sewers															
5	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 36" RCP	24	LF	$ 160.00	$ 3,840.00		$ 153.00	$ 3,672.00	$ 127.00	$ 3,048.00	$ 218.00	$ 5,232.00	$ 223.00	$ 5,352.00		
6	4020-108-D-0	Removal of Storm Sewer	24	LF	$ 15.00	$ 360.00		$ 28.00	$ 672.00	$ 15.00	$ 360.00	$ 7.90	$ 189.60	$ 21.00	$ 504.00		
					Sub Total	$ 4,200.00		**Sub Total**	$ 4,344.00	**Sub Total**	$ 3,408.00	**Sub Total**	$ 5,421.60	**Sub Total**	$ 5,856.00		
		Division 4030 - Pipe Culverts															
7	4030-108-B-0	Pipe Apron, 36" RCP	1	EA	$ 1,900.00	$ 1,900.00		$ 1,845.00	$ 1,845.00	$ 2,100.00	$ 2,100.00	$ 1,665.00	$ 1,665.00	$ 2,100.00	$ 2,100.00		
8	4030-108-C-0	Footing for Concrete Pipe Apron, 36" RCP	1	EA	$ 2,000.00	$ 2,000.00		$ 1,813.00	$ 1,813.00	$ 1,800.00	$ 1,800.00	$ 1,740.00	$ 1,740.00	$ 1,050.00	$ 1,050.00		
9	4030-108-D-0	Pipe Apron Guard, 36" RCP	1	EA	$ 1,900.00	$ 1,900.00		$ 1,887.00	$ 1,887.00	$ 1,885.00	$ 1,885.00	$ 1,760.00	$ 1,760.00	$ 2,000.00	$ 2,000.00		
					Sub Total	$ 5,800.00		**Sub Total**	$ 5,545.00	**Sub Total**	$ 5,785.00	**Sub Total**	$ 5,165.00	**Sub Total**	$ 5,150.00		
		Division 6010 - Structures for Sanitary and Storm Sewers															
10	6010-108-A-0	Manhole Type, 48" SW-301	19.38	VF	$ 750.00	$ 14,535.00		$ 550.00	$ 10,659.00	$ 725.00	$ 14,050.50	$ 558.00	$ 10,814.04	$ 690.00	$ 13,372.20		
11	6010-108-A-0	Manhole Type, 60" SW-301	11.03	VF	$ 900.00	$ 9,927.00		$ 803.00	$ 8,857.09	$ 812.00	$ 8,956.36	$ 782.00	$ 8,625.46	$ 740.00	$ 8,162.20		
12	6010-108-G-1	Connection to Existing Manhole	1	EA	$ 600.00	$ 600.00		$ 250.00	$ 250.00	$ 880.00	$ 880.00	$ 1,390.00	$ 1,390.00	$ 1,150.00	$ 1,150.00		
					Sub Total	$ 25,062.00		**Sub Total**	$ 19,766.09	**Sub Total**	$ 23,886.86	**Sub Total**	$ 20,829.50	**Sub Total**	$ 22,684.40		
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways															
13	7030-108-A-1	Removal of Sidewalk	7	SY	$ 8.00	$ 56.00		$ 10.00	$ 70.00	$ 21.50	$ 150.50	$ 7.70	$ 53.90	$ 15.00	$ 105.00		
14	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	7	SY	$ 65.00	$ 455.00		$ 90.00	$ 630.00	$ 112.00	$ 784.00	$ 100.00	$ 700.00	$ 88.00	$ 616.00		
					Sub Total	$ 511.00		**Sub Total**	$ 700.00	**Sub Total**	$ 934.50	**Sub Total**	$ 753.90	**Sub Total**	$ 721.00		
		IDOT Division 2528 - Traffic Control															
15	IDOT 2528.04-A	Traffic Control	1	LS	$ 3,000.00	$ 3,000.00		$ 200.00	$ 200.00	$ 880.00	$ 880.00	$ 1,000.00	$ 1,000.00	$ 765.00	$ 765.00		
					Sub Total	$ 3,000.00		**Sub Total**	$ 200.00	**Sub Total**	$ 880.00	**Sub Total**	$ 1,000.00	**Sub Total**	$ 765.00		
		Division 9010 - Seeding															
16	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	16439	SF	$ 0.50	$ 8,219.50		$ 0.37	$ 6,082.43	$ 0.20	$ 3,287.80	$ 0.35	$ 5,753.65	$ 0.22	$ 3,616.58		
					Sub Total	$ 8,219.50		**Sub Total**	$ 6,082.43	**Sub Total**	$ 3,287.80	**Sub Total**	$ 5,753.65	**Sub Total**	$ 3,616.58		
		Division 9040 - Erosion and Sediment Control															
17	9040-108-E-0	Temporary Rolled Erosion Control Products (RECP), by SY	358	SY	$ 3.25	$ 1,163.50		$ 3.67	$ 1,313.86	$ 5.50	$ 1,969.00	$ 3.50	$ 1,253.00	$ 1.92	$ 687.36		
18	9040-108-F-1	Wattles, Wood Fiber, 9"	234	LF	$ 4.00	$ 936.00		$ 4.20	$ 982.80	$ 7.25	$ 1,696.50	$ 4.00	$ 936.00	$ 4.00	$ 936.00		
19	9040-108-F-2	Wattles, Removal	234	LF	$ 1.00	$ 234.00		$ 0.21	$ 49.14	$ 1.00	$ 234.00	$ 0.20	$ 46.80	$ 0.20	$ 46.80		
20	9040-108-J-0	Rip Rap-Class E Revetment	215	TON	$ 35.00	$ 7,525.00		$ 33.85	$ 7,277.75	$ 53.00	$ 11,395.00	$ 58.50	$ 12,577.50	$ 51.00	$ 10,965.00		
21	9040-108-J-0	Erosion Stone	75	TON	$ 30.00	$ 2,250.00		$ 29.18	$ 2,188.50	$ 36.40	$ 2,730.00	$ 47.50	$ 3,562.50	$ 50.00	$ 3,750.00		
22	9040-108-O-2	Stabilized Construction Entrance by Ton	175	TON	$ 40.00	$ 7,000.00		$ 2.00	$ 350.00	$ 41.40	$ 7,245.00	$ 35.00	$ 6,125.00	$ 31.00	$ 5,425.00		
23	9040-108-T-1	Inlet Protection Device, Installation	2	EA	$ 150.00	$ 300.00		$ 236.25	$ 472.50	$ 75.00	$ 150.00	$ 225.00	$ 450.00	$ 230.00	$ 460.00		
24	9040-108-T-2	Inlet Protection Device, Maintenance	2	EA	$ 100.00	$ 200.00		$ 52.50	$ 105.00	$ 30.00	$ 60.00	$ 50.00	$ 100.00	$ 50.00	$ 100.00		
					Sub Total	$ 19,608.50		**Sub Total**	$ 12,739.55	**Sub Total**	$ 25,479.50	**Sub Total**	$ 25,050.80	**Sub Total**	$ 22,370.16		
		Division 9060 - Chain Link Fence															
25	9060-108-D-0	Removal and Reinstallation of Existing Fence, Wood	60	LF	$ 15.00	$ 900.00		$ 0.50	$ 30.00	$ 34.00	$ 2,040.00	$ 14.50	$ 870.00	$ 60.00	$ 3,600.00		
					Sub Total	$ 900.00		**Sub Total**	$ 30.00	**Sub Total**	$ 2,040.00	**Sub Total**	$ 870.00	**Sub Total**	$ 3,600.00		
		Division 11,020 - Mobilization															
26	11020-108-A-0	Mobilization	1	LS	$ 6,000.00	$ 6,000.00		$ 18,076.50	$ 18,076.50	$ 4,500.00	$ 4,500.00	$ 11,570.00	$ 11,570.00	$ 11,000.00	$ 11,000.00		
					Sub Total	$ 6,000.00		**Sub Total**	$ 18,076.50	**Sub Total**	$ 4,500.00	**Sub Total**	$ 11,570.00	**Sub Total**	$ 11,000.00		
		Special Provisions - Non-Standard Project Items															
27	SP	Storm Sewer Gravity Main, Trenched, 15" PP Pipe (Polypropylene)	61.02	LF	$ 82.00	$ 5,003.64		$ 50.50	$ 3,081.51	$ 49.00	$ 2,989.98	$ 59.50	$ 3,630.69	$ 95.00	$ 5,796.90		
28	SP	Storm Sewer Gravity Main, Trenched, 24" PP Pipe (Polypropylene)	139.42	LF	$ 95.00	$ 13,244.90		$ 77.25	$ 10,770.20	$ 77.35	$ 10,784.14	$ 86.00	$ 11,990.12	$ 124.00	$ 17,288.08		
					Sub Total	$ 18,248.54		**Sub Total**	$ 13,851.71	**Sub Total**	$ 13,774.12	**Sub Total**	$ 15,620.81	**Sub Total**	$ 23,084.98		
		Total Bid Amount:				$ 130,501.54			$ 101,249.28		$ 107,765.78		$ 134,686.26		$ 138,464.12		
								Total Bid	$ 101,249.28	**Total Bid**	$ 107,765.78	**Total Bid**	$ 134,686.26	**Total Bid**	$ 138,464.12		
		% Over / Under (-)							-22.42%		-17.42%		3.21%		6.10%		

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City of Dubuque, Iowa

Bid Tabulation

Project Title: Tanglewood Ct Storm Sewer Extension Project

REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	Bid Date: 8-Jan-26									
				Pirc-Tobin Construction Inc.		Portzen Construction		McDermott Excavating		Tschiggfrie Excavating Co.		Eastern Iowa Excavating & Concrete, LLC	
				BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
	Division 2010 - Earthwork, Subgrade, and Subbase												
2010-108-C-0	Clearing and Grubbing C	1	LS	$ 17,500.00	$ 17,500.00	$ 27,033.00	$ 27,033.00	$ 12,000.00	$ 12,000.00	$ 11,000.00	$ 11,000.00	$ 14,000.00	$ 14,000.00
2010-108-D-3	Topsoil, Off-site	150	CY	$ 35.00	$ 5,250.00	$ 62.00	$ 9,300.00	$ 75.00	$ 11,250.00	$ 32.00	$ 4,800.00	$ 50.00	$ 7,500.00
				Sub Total	$ 22,750.00	**Sub Total**	$ 36,333.00	**Sub Total**	$ 23,250.00	**Sub Total**	$ 15,800.00	**Sub Total**	$ 21,500.00
	Division 3010 - Trench Excavation and Backfill												
3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	310	TON	$ 25.00	$ 7,750.00	$ 21.00	$ 6,510.00	$ 35.00	$ 10,850.00	$ 30.00	$ 9,300.00	$ 25.75	$ 7,982.50
3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	466	TON	$ 10.00	$ 4,660.00	$ 26.50	$ 12,349.00	$ 35.00	$ 16,310.00	$ 20.00	$ 9,320.00	$ 32.00	$ 14,912.00
				Sub Total	$ 12,410.00	**Sub Total**	$ 18,859.00	**Sub Total**	$ 27,160.00	**Sub Total**	$ 18,620.00	**Sub Total**	$ 22,894.50
	Division 4020 - Storm Sewers												
4020-108-A-1	Storm Sewer Gravity Main, Trenched, 36" RCP	24	LF	$ 200.00	$ 4,800.00	$ 158.50	$ 3,804.00	$ 160.00	$ 3,840.00	$ 200.00	$ 4,800.00	$ 224.50	$ 5,388.00
4020-108-D-0	Removal of Storm Sewer	24	LF	$ 45.00	$ 1,080.00	$ 35.00	$ 840.00	$ 50.00	$ 1,200.00	$ 22.00	$ 528.00	$ 50.50	$ 1,212.00
				Sub Total	$ 5,880.00	**Sub Total**	$ 4,644.00	**Sub Total**	$ 5,040.00	**Sub Total**	$ 5,328.00	**Sub Total**	$ 6,600.00
	Division 4030 - Pipe Culverts												
4030-108-B-0	Pipe Apron, 36" RCP	1	EA	$ 2,800.00	$ 2,800.00	$ 1,870.00	$ 1,870.00	$ 1,800.00	$ 1,800.00	$ 2,700.00	$ 2,700.00	$ 2,350.00	$ 2,350.00
4030-108-C-0	Footing for Concrete Pipe Apron, 36" RCP	1	EA	$ 2,500.00	$ 2,500.00	$ 1,950.00	$ 1,950.00	$ 2,400.00	$ 2,400.00	$ 1,550.00	$ 1,550.00	$ 1,825.00	$ 1,825.00
4030-108-D-0	Pipe Apron Guard, 36" RCP	1	EA	$ 1,800.00	$ 1,800.00	$ 1,865.00	$ 1,865.00	$ 1,850.00	$ 1,850.00	$ 1,750.00	$ 1,750.00	$ 1,925.00	$ 1,925.00
				Sub Total	$ 7,100.00	**Sub Total**	$ 5,685.00	**Sub Total**	$ 6,050.00	**Sub Total**	$ 6,000.00	**Sub Total**	$ 6,100.00
	Division 6010 - Structures for Sanitary and Storm Sewers												
6010-108-A-0	Manhole Type, 48" SW-301	19.38	VF	$ 650.00	$ 12,597.00	$ 601.00	$ 11,647.38	$ 850.00	$ 16,473.00	$ 800.00	$ 15,504.00	$ 735.00	$ 14,244.30
6010-108-A-0	Manhole Type, 60" SW-301	11.03	VF	$ 925.00	$ 10,202.75	$ 647.25	$ 7,139.17	$ 850.00	$ 9,375.50	$ 950.00	$ 10,478.50	$ 1,115.00	$ 12,298.45
6010-108-G-1	Connection to Existing Manhole	1	EA	$ 1,200.00	$ 1,200.00	$ 1,024.00	$ 1,024.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,450.00	$ 1,450.00
				Sub Total	$ 23,999.75	**Sub Total**	$ 19,810.55	**Sub Total**	$ 28,348.50	**Sub Total**	$ 27,482.50	**Sub Total**	$ 27,992.75
	Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
7030-108-A-1	Removal of Sidewalk	7	SY	$ 35.00	$ 245.00	$ 69.00	$ 483.00	$ 35.00	$ 245.00	$ 20.00	$ 140.00	$ 61.75	$ 432.25
7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	7	SY	$ 145.00	$ 1,015.00	$ 255.00	$ 1,785.00	$ 200.00	$ 1,400.00	$ 145.00	$ 1,015.00	$ 90.00	$ 630.00
				Sub Total	$ 1,260.00	**Sub Total**	$ 2,268.00	**Sub Total**	$ 1,645.00	**Sub Total**	$ 1,155.00	**Sub Total**	$ 1,062.25
	IDOT Division 2528 - Traffic Control												
IDOT 2528.04-A	Traffic Control	1	LS	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 760.00	$ 760.00	$ 825.00	$ 825.00
				Sub Total	$ 750.00	**Sub Total**	$ 1,000.00	**Sub Total**	$ 800.00	**Sub Total**	$ 760.00	**Sub Total**	$ 825.00
	Division 9010 - Seeding												
9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	16439	SF	$ 0.25	$ 4,109.75	$ 0.38	$ 6,246.82	$ 0.35	$ 5,753.65	$ 0.40	$ 6,575.60	$ 0.35	$ 5,753.65
				Sub Total	$ 4,109.75	**Sub Total**	$ 6,246.82	**Sub Total**	$ 5,753.65	**Sub Total**	$ 6,575.60	**Sub Total**	$ 5,753.65
	Division 9040 - Erosion and Sediment Control												
9040-108-E-0	Temporary Rolled Erosion Control Products (RECP), by SY	358	SY	$ 2.75	$ 984.50	$ 3.86	$ 1,381.88	$ 3.50	$ 1,253.00	$ 3.60	$ 1,288.80	$ 2.75	$ 984.50
9040-108-F-1	Wattles, Wood Fiber, 9"	234	LF	$ 5.00	$ 1,170.00	$ 4.43	$ 1,036.62	$ 4.00	$ 936.00	$ 4.10	$ 959.40	$ 5.00	$ 1,170.00
9040-108-F-2	Wattles, Removal	234	LF	$ 0.01	$ 2.34	$ 0.65	$ 152.10	$ 0.50	$ 117.00	$ 0.50	$ 117.00	$ 1.00	$ 234.00
9040-108-J-0	Rip Rap-Class E Revetment	215	TON	$ 60.00	$ 12,900.00	$ 39.25	$ 8,438.75	$ 50.00	$ 10,750.00	$ 76.00	$ 16,340.00	$ 46.00	$ 9,890.00
9040-108-J-0	Erosion Stone	75	TON	$ 67.50	$ 5,062.50	$ 30.25	$ 2,268.75	$ 50.00	$ 3,750.00	$ 70.00	$ 5,250.00	$ 38.00	$ 2,850.00
9040-108-O-2	Stabilized Construction Entrance by Ton	175	TON	$ 50.00	$ 8,750.00	$ 30.20	$ 5,285.00	$ 45.00	$ 7,875.00	$ 40.00	$ 7,000.00	$ 50.00	$ 8,750.00
9040-108-T-1	Inlet Protection Device, Installation	2	EA	$ 375.00	$ 750.00	$ 275.00	$ 550.00	$ 225.00	$ 450.00	$ 230.00	$ 460.00	$ 420.00	$ 840.00
9040-108-T-2	Inlet Protection Device, Maintenance	2	EA	$ 10.00	$ 20.00	$ 100.00	$ 200.00	$ 50.00	$ 100.00	$ 55.00	$ 110.00	$ 200.00	$ 400.00
				Sub Total	$ 29,639.34	**Sub Total**	$ 19,313.10	**Sub Total**	$ 25,231.00	**Sub Total**	$ 31,525.20	**Sub Total**	$ 25,118.50
	Division 9060 - Chain Link Fence												
9060-108-D-0	Removal and Reinstallation of Existing Fence, Wood	60	LF	$ 30.00	$ 1,800.00	$ 66.00	$ 3,960.00	$ 30.00	$ 1,800.00	$ 60.00	$ 3,600.00	$ 46.00	$ 2,760.00
				Sub Total	$ 1,800.00	**Sub Total**	$ 3,960.00	**Sub Total**	$ 1,800.00	**Sub Total**	$ 3,600.00	**Sub Total**	$ 2,760.00
	Division 11,020 - Mobilization												
11020-108-A-0	Mobilization	1	LS	$ 15,000.00	$ 15,000.00	$ 16,465.00	$ 16,465.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
				Sub Total	$ 15,000.00	**Sub Total**	$ 16,465.00	**Sub Total**	$ 12,000.00	**Sub Total**	$ 20,000.00	**Sub Total**	$ 10,000.00
	Special Provisions - Non-Standard Project Items												
SP	Storm Sewer Gravity Main, Trenched, 15" PP Pipe (Polypropylene)	61.02	LF	$ 95.00	$ 5,796.90	$ 67.50	$ 4,118.85	$ 76.00	$ 4,637.52	$ 105.00	$ 6,407.10	$ 172.00	$ 10,495.44
SP	Storm Sewer Gravity Main, Trenched, 24" PP Pipe (Polypropylene)	139.42	LF	$ 125.00	$ 17,427.50	$ 94.50	$ 13,175.19	$ 86.00	$ 11,990.12	$ 135.00	$ 18,821.70	$ 162.00	$ 22,586.04
				Sub Total	$ 23,224.40	**Sub Total**	$ 17,294.04	**Sub Total**	$ 16,627.64	**Sub Total**	$ 25,228.80	**Sub Total**	$ 33,081.48
	Total Bid Amount:				$ 147,923.24		$ 151,878.51		$ 153,705.79		$ 162,075.10		$ 163,688.13
				Total Bid	$ 147,923.24	**Total Bid**	$ 151,878.51	**Total Bid**	$ 153,705.79	**Total Bid**	$ 162,075.10	**Total Bid**	$ 163,688.13
	% Over / Under (-)				13.35%		16.38%		17.78%		24.19%		25.43%

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City of Dubuque
City Council

CONSENT ITEMS
 # 16.

ITEM TITLE:	Civil Service Commission - Certified Lists for Fire and Police Promotional Positions
SUMMARY:	Civil Service Commission submitting the recertified list for the positions of Fire Lieutenant, Division/Bureau Chief, Assistant Fire Marshall, EMS Supervisor, and Fire Captain. The Fire Equipment Operator segment of the Fire Promotionals List was previously exhausted. Therefore, a new list of qualified Fire Equipment Operator candidates has been certified. Additionally, the commission is submitting the certified lists for the positions of Police Lieutenant, Police Corporal, Police Captain, and Assistant Chief of Police.
SUGGUESTED DISPOSITION:	Receive and File; Make Matter of Record

ATTACHMENTS:

1. Fire Promotionals
2. Fire Equipment Operator-Updated List
3. Police Corporal
4. Police Lieutenant
5. Police Captain
6. Assistant Chief of Police

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(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

January 14, 2026

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the positions of Fire Lieutenant, Fire Equipment Operator, Fire Captain, EMS Supervisor, Assistant Fire Marshal, and Division/Bureau Chief (Leadership) positions were given on February 18, February 19, and February 20, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed these written examinations and the vacancy for these positions should be made from this list and that this list is good for two (2) years from the above date.

Fire Lieutenant
1. Jefffrey Pregler
2. Tanner Denlinger
3. Kyle Mueller
4. Brian Pape
5. Jeff Schmitt
6. Joseph Schmitt
7. Kyle Knutson

Division/Bureau Chief
1. Nicholas Esch
2. Samuel Janecke
3. Larry Ewert
4. Daniel Schuster
5. Todd Sieverding

Fire Equipment Operator
1. Chris Welu
2. Joseph Schmitt
3. Zachary Gifford

Assistant Fire Marshall
Dan Schuster

EMS Supervisor
No candidates tested

Fire Captain
1. Daniel Schuster
2. Charles Blasen
3. Ryan Neuhaus

Respectfully submitted,

Civil Service Commissioner

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January 14, 2026

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the positions of Fire Equipment Operator positions were given on December 8 and December 11, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed these written examinations and the vacancy for this position should be made from this list and that this list is good for two (2) years from the above date.

Fire Equipment Operator

Matthew Fetzer
Andrew Lahey
Chris Tallman

Respectfully submitted,

Scott Cubbage
Civil Service Commissioner

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January 14, 2026

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Corporal was administered on December 17, 2025. An assessment center was also conducted between November 6 – November 14, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed the written examination and completed the assessment process and have been ranked according to their cumulative scores. Any vacancy for this position should be made from this list and that this list is good for a period of (2) two years.

Police Corporal

1. Nick Soppe
2. Ethan Lembke
3. Dane Bakken-Drinkall
4. Thomas Warner
5. Carter Meyer
6. Kimberly Hoover
7. Alyssa Klawitter
8. Brendan Nugent
9. Stephanie Wehr
10. Sage Schroeder

Respectfully Submitted,

Civil Service Commissioner

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January 14, 2026

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Lieutenant was administered on December 18, 2025. An assessment center was also held between November 6 and November 14, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed the written examination and completed the assessment process and have been ranked according to their cumulative scores. Any vacancy for this position should be made from this list and that this list is good for a period of (2) two years.

Police Lieutenant

1. Matthew Levin
2. Thomas Warner
3. Nick Soppe
4. Dane Bakken-Drinkall
5. Jordan Waddick
6. Justin Dura
7. Nathan Wall
8. Ethan Lembke
9. Stephanie Wehr
10. Joel Cross

Respectfully Submitted,

Civil Service Commissioner

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January 14, 2026

Honorable Mayor and
Members of the City Council

Candidates for the position of Police Captain participated in a full-day assessment center between November 6 and November 14, 2025, designed to evaluate supervisory competencies and job performance in realistic scenarios. In accordance with Chapter 400 of the Code of Iowa and based upon the assessment center process and candidate evaluation, we, the Civil Service Commission, hereby certify that the individuals listed below achieved the top ten scores and have been ranked according to their cumulative score. Any vacancy for this position should be made from this list and that this list is good for a period of (2) two years.

Police Captain

1. Billy Dieujuste
2. Bruce Deutsch
3. Ryan Scherrman
4. Richard Fullmer
5. Ann Dauderman
6. Luke Bock
7. Wilkens Dieujuste
8. Craig Salmonson

Respectfully Submitted,

Civil Service Commissioner

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January 14, 2026

Honorable Mayor and
Members of the City Council

Candidates for the position of Assistant Police Chief participated in a full-day assessment center between November 6 and November 14, 2025, designed to evaluate supervisory competencies and job performance in realistic scenarios. In accordance with Chapter 400 of the Code of Iowa and based upon the assessment center process and candidate evaluation, we, the Civil Service Commission, hereby certify that the individuals listed below achieved the highest cumulative scores and have been ranked accordingly. Any vacancy for this position should be made from this list and that this list is good for a period of (2) two years.

Assistant Chief of Police

1. David Welsh
2. Brandon Bauer
3. Richard Fullmer

Respectfully submitted,

Civil Service Commissioner

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January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 17.

ITEM TITLE:	Request to Apply for an Environmental Protection Agency Community-wide Assessment Grant in the Amount of $500,000
SUMMARY:	City Manager recommending City Council approve the request to apply for an Environmental Protection Agency (EPA) Community-wide Assessment Grant in the Amount of $500,000. **RESOLUTION** Authorizing The Filing Of A Grant Application With The Environmental Protection Agency To Assist With Funding Community-Wide Brownfield Assessments
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Letter of Support from IDNR
4. Resolution of Approval

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Apply for an Environmental Protection Agency Community-wide Assessment Grant in the Amount of $500,000

DATE: January 16, 2026

Economic Development Director Jill Connors is recommending City Council approve the request to apply for an Environmental Protection Agency (EPA) Community-wide Assessment Grant in the Amount of $500,000.

If awarded, the grant would provide up to $500,000 in reimbursement for eligible expenses related to assessing and planning the redevelopment of the sites, as well as any additional sites identified during the grant period and approved by the EPA for inclusion.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Request to Apply for an Environmental Protection Agency Community-wide Assessment Grant in the Amount of $500,000

DATE: January 16, 2026

INTRODUCTION

This memorandum requests City Council authorization to apply for an Environmental Protection Agency (EPA) Community-wide Assessment Grant in the Amount of $500,000.

BACKGROUND

Over the past 20 years, the City of Dubuque has successfully secured multiple EPA Brownfields grants. These grants have supported the assessment, planning, and cleanup of several key properties in the greater downtown area. The impact has been transformational, including:

- North Port Area: Leveraging more than $500 million in private and public investment.
- Comiskey Park: Complete redevelopment into a modern community asset.
- Blum Site (1500 block of Elm Street): Significant progress in remediating the former scrapyard.

DISCUSSION

The City of Dubuque now has the opportunity to apply for a $500,000 Community-wide Assessment Grant. The key sites identified in the application we intend to submit are:

- 201 East 5th Street – This 12.5-acre North Port parcel (located in a federal flood zone) has served as a fill site, with contamination from heavy metals, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) expected. With access off U.S. Route 61/U.S. Highway 151, the property has redevelopment potential as a hotel. Demand for overnight accommodations in Dubuque will

increase with the $80 million expansion of the Field of Dreams baseball attraction in nearby Dyersville, Iowa.

- Alliant Energy Power Plant – A coal-powered electric generating station sat at this 14-acre waterfront site in the North Port until it was decommissioned and torn down in 2020. Located along Kerper Boulevard, the utility likely contaminated the lot with heavy metals, PAHs, PCBs, volatile organic compounds (VOCs), and cyanide. The City intends to reuse the site as a storage site for the municipal Engineering and Public Works departments.
- South Port Parcels – Several South Port industrial sites within a federal flood zone are ripe for renewal, including a 1.4-acre auto repair facility at 30 Jones Street, a 1.3-acre former Sinclair Oil property at 211 Terminal Street, a 1.2-acre marine rental equipment shop along the Chicago-Central & Pacific Railroad tracks, and a 0.4-acre fertilizer storage shed on Terminal Street. Expected contaminants include heavy metals, PAHs, VOCs, tetraethylhydrazine (TEH), ammonia, asbestos, and lead-based paint. Per the 2017 *South Port of Dubuque Brownfield Area-Wide Use Plan*, these brownfields are targeted for mixed-use development.
- 1550 Elm Street and 455 E. 15th Street – These two parcels are located on the Blum Site, which is still in need of further assessment in order to facilitate the redevelopment of the property, a portion of which has recently been acquired from the City by the Greater Dubuque Impact Investment Fund.

The Iowa Department of Natural Resources has provided a letter of support for the City's application for this grant, which is attached to this request.

BUDGET IMPACT

If awarded, the grant would provide up to $500,000 in reimbursement for eligible expenses related to assessing and planning the redevelopment of the sites mentioned above, as well as any additional sites identified during the grant period and approved by the EPA for inclusion.

RECOMMENDATION

I respectfully request City Council approval to submit an application to the EPA for its Community-wide Assessment Grant in the amount of $500,000.

IOWA DEPARTMENT OF NATURAL RESOURCES

GOVERNOR KIM REYNOLDS
LT. GOVERNOR ADAM GREGG
DIRECTOR KAYLA LYON

January 14, 2026

Tarah Vaughn
Regional Brownfield Program
EPA Region VII
1201 Renner Road
Lenexa, KS 66219

RE: FY26 Brownfield Community-Wide Assessment Grant Application
For the Downtown/South Port/North Port District, City of Dubuque, Iowa

Dear Tarah:

This letter is submitted as a statement of acknowledgement, review and support for the City of Dubuque's brownfield community-wide assessment grant application for $500,000, through funding authorized by §104(k) of CERCLA. This application and brownfield assessment initiative is designed to provide needed resources to the City to develop and carry out a comprehensive, community-wide approach for environmental assessment within areas of the City of Dubuque that have had a detrimental environmental and community-quality impact due to vacant and underutilized brownfield sites.

Dubuque is Iowa's oldest city, and one of the first industrialized cities west of the Mississippi River. While the City had a manufacturing history for more than 150 years, by the mid-1980s the closing and downsizing of many of the city's historic manufacturing industries resulted in Dubuque seeing a 10% population loss by the 1990s. Many of the city's older residential, commercial and industrial districts have still not recovered from the loss of jobs and population, and within the last 20 years, additional changes in the city's transportation infrastructure, consolidation of industries, and general market changes have resulted in additional abandoned and underutilized property and infrastructure; the divestment in these areas have created many brownfield sites, particularly in the city's downtown residential area, as well as the South Port and North Port area.

Over the last 25 years the City of Dubuque has made significant investment in highly successful brownfield redevelopment projects in partnership with past EPA and IDNR 128(a) grant support; however, the daunting task of these larger districts and a needed community-wide approach for comprehensive brownfield assessment, cleanup, and redevelopment planning will require significant investment, beyond the dedicated resources that the City has already put forward and received.

The IDNR appreciates the opportunity to have been a supportive partner for brownfield assessment, cleanup, and redevelopment projects in the past with the City of Dubuque, and we support the City of Dubuque's assessment application with the highest degree of endorsement and confidence.

Sincerely,

Mr. Mel Pins
Executive Officer
Iowa Brownfield Redevelopment Program

Prepared by Jill Connors 50 W. 13th St., Dubuque, IA 52001 (563) 589-4213
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. __

AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE ENVIRONMENTAL PROTECTION AGENCY TO ASSIST WITH FUNDING COMMUNITY-WIDE BROWNFIELD ASSESSMENTS

WHEREAS, the Environmental Protection Agency (EPA) has allocated funds for Community-wide Assessment Grants to be used for a grant recipient to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community engagement related to brownfield sites; and

WHEREAS, the City of Dubuque (City) desires to assist in the redevelopment of downtown properties; and

WHEREAS, City staff have identified several public and privately held properties that are approaching readiness for redevelopment, particularly in the South Port, North Port, and Washington Neighborhood areas; and

WHEREAS, the City is seeking funding through the Community-wide Assessment Grants program to assist with funding the described project in order to achieve the purpose outlined above.

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

City staff are hereby authorized to file the grant application on behalf of the City with the Environmental Protection Agency for the Community-wide Assessment Grants to assist with funding the assessment of projects identified in the forthcoming application.

Passed, approved, and adopted this 20th day of January, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 18.

ITEM TITLE:	Tobacco Acknowledgement/Settlement Agreement between the City of Dubuque and Pink Cloud at 4835 Asbury Rd.
SUMMARY:	City Manager recommending City Council approval of the Tobacco Acknowledgement/Settlement Agreement with Pink Cloud, for their establishment at 4835 Asbury Road.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Tobacco Compliance Agreement-Pink Cloud

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Tobacco Acknowledgement/Settlement Agreement between the City of Dubuque and Pink Cloud at 4835 Asbury Rd.

DATE: January 13, 2026

Chief of Police Jeremy Jensen is recommending City Council approval of the Acknowledgement/Settlement Agreement with Pink Cloud, for their establishment at 4835 Asbury Road.

Pink Cloud has elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. Pink Cloud agreed to a $300 fine for a first violation and has submitted payment to the Police Department.

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
Jeremy Jensen, Chief of Police

THE CITY OF DUBUQUE
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Dubuque All-America City 2007 • 2012 • 2013

Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

January 7, 2026

To: Michael C Van Milligan
City Manager

Fr: Jeremy Jensen
Chief of Police

Re: Settlement Agreement, Pink Cloud, 4835 Asbury Rd

INTRODUCTION

This memo will detail the Tobacco Compliance settlement between the City of Dubuque and Pink Cloud at 4835 Asbury Rd.

BACKGROUND

Pink Cloud has a tobacco license for its establishment at 4835 Asbury Rd. in the city of Dubuque. On June 22, 2025, the Dubuque Police Department did a tobacco compliance check, and an employee sold nicotine-based chewing tobacco product, which is governed under Iowa's tobacco laws, to underage youth compliance monitors.

Pink Cloud has elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. Pink Cloud agreed to a $300 fine for a first violation and has submitted payment to the Police Department.

CONCLUSION & RECOMMENDATION

The City Legal Department and the Police Department have reviewed the agreement and concur with the requirements.

ACTION REQUESTED

City Manager review, City Council approval, and Mayor Cavanagh signature of the attached Acknowledgment/Settlement Agreement.

cc: Crenna Brumwell

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Pink Cloud
4835 Asbury Rd
Dubuque, IA 52002

I, SANI ABAS, on behalf of Pink Cloud, hereby knowingly and voluntarily acknowledge that:

a) Pink Cloud received the notice regarding the above referenced case.

b) Pink Cloud admits that the facts and allegations are true and correct.

c) Pink Cloud waives a hearing and submits to the statutory penalties prescribed by law.

d) Pink Cloud understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Pink Cloud has a tobacco permit for 4835 Asbury Rd. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
June 22, 2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, Pink Cloud is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, Pink Cloud accepts the following penalty:

- Three hundred dollar ($300.00) fine.

Pink Cloud

Signature

SANI ABAS
Name – Please Print

01/06/26
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Pink Cloud to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 19.

ITEM TITLE:	Approval of Retail Alcohol Licenses
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. **RESOLUTION** 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
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Police Chief Staff Memo-01-20-2026
3. Gin Rickeys License Renewal Stipulations
4. RMN Lounge (Odd Fellows) License Renewal Stipulations 010826
5. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Mario's Italian Restaurant & Lounge, 1298 Main St.
- Fuji Asian Buffet, 806 Wacker Dr. Suite 128
- RMN Lounge LLC, 481 Locust St.
- Steve's Ace Home & Garden, 3350 John F. Kennedy Rd.
- Steeple Square, 101 East 15th St.
- El Paisano, 1543 Central Ave.
- Dubuque Religious Center, Inc., 923 Main St.
- Gin Rickeys, 1447 Central Ave.
- Northside Bar, Inc., 2776 Jackson St.
- Convivium Urban Farmstead, 2811 Jackson St.
- Dollar General 6896, 605 West Locust St.
- Dollar General 7289, 3250 Kennedy Cir., Suite 8
- Dollar General 10074, 2400 Gateway Dr.

DATE: January 15, 2026

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Mario's Italian Restaurant & Lounge, 1298 Main St., Fuji Asian Buffet, 806 Wacker Dr. Suite 128, RMN Lounge LLC (Odd Fellows), 481 Locust St., Steve's Ace Home & Garden, 3350 John F. Kennedy Rd., Steeple Square, 101 East 15th St., El Paisano, 1543 Central Ave., Dubuque Religious Center, Inc., 923 Main St., Gin Rickeys, 1447 Central Ave., Northside Bar, Inc., 2776 Jackson St., Convivium Urban Farmstead, 2811 Jackson St., Dollar General 6896, 605 West Locust St., Dollar General 7289, 3250 Kennedy Cir., Suite 8, Dollar General 10074, 2400 Gateway Dr.

Gin Rickeys, 1447 Central Ave.
Since the last renewal date there have been 9 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 1 crime against property, and 8 public morals calls. Additionally, there were 28 individual violations and 0 violations against the business. Chief Jensen is recommending approval based upon a provision in which the liquor license holder must meet with the Police Department within 10 days to work on solutions.

RMN Lounge LLC. (Odd Fellows), 481 Locust St.
Since the last renewal date there have been 16 calls for service to the establishment. There were 5 disturbance, 3 crimes against persons, 3 crimes against property, and 5 public morals call. Additionally, there were 0 individual violations and 0 violations against the business. Chief Jensen is recommending approval based upon a provision in which the liquor license holder must meet with the Police Department within 10 days to work on solutions.

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
Jeremy Jensen, Chief of Police

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

DATE: January 15, 2025

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Mario's Italian Restaurant & Lounge, 1298 Main St.
- Fuji Asian Buffet, 806 Wacker Dr. Suite 128
- RMN Lounge LLC. (Odd Fellows), 481 Locust St.
- Steve's Ace Home & Garden, 3350 John F. Kennedy Rd.
- Steeple Square, 101 East 15th St.
- El Paisano, 1543 Central Ave.
- Dubuque Religious Center, Inc., 923 Main St.
- Gin Rickeys, 1447 Central Ave.
- Northside Bar, Inc., 2776 Jackson St.
- Convivium Urban Farmstead, 2811 Jackson St.
- Dollar General 6896, 605 West Locust St.
- Dollar General 7289, 3250 Kennedy Cir., Suite 8
- Dollar General 10074, 2400 Gateway Dr.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

•Mario's Italian Restaurant and Lounge, 1298 Main St.
Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

•Fuji Asian Buffet, 806 Wacker Dr. Suite 128
Since the last renewal date there have been 0 calls for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•RMN Lounge LLC. (Odd Fellows), 481 Locust St.
Since the last renewal date there have been 16 calls for service to the establishment. There were 5 disturbance, 3 crimes against persons, 3 crimes against property, and 5 public morals call. Additionally, there were 0 individual violations and 0 violations against the business. I am recommending approval based upon a provision in which the liquor license holder must meet with the Police Department within 10 days to work on solutions. The attached letter with the applicable State of Iowa code has been served on the license holder.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-000889	Public Intoxication	Report Taken
2025-000897	Assault	Report Taken
2025-000947	Theft	Report Taken
2025-001630	Public Intoxication	Report Taken
2025-001630	Disturbance	Report Taken
2025-001747	Disturbance	Report Taken
25-047118	Theft	Handled by Officer
25-052786	Theft	Handled by Officer
2025-005113	Public Intoxication	Report Taken
2025-005127	Assault	Report Taken
2025-007536	Public Intoxication	Report Taken
2025-008135	Public Intoxication	Report Taken
2025-008367	Disturbance	Report Taken
25-099271	Disturbance	Handled by Officer
2025-008884	Disturbance	Report Taken
2025-000075-77	Homicide	Reports Taken

•Steve's Ace Home & Garden, 3350 John F. Kennedy Rd.
Since the last renewal date there has been 1 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 1 crime against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-003715	Theft	Report Taken

•Steeple Square, 101 East 15th St.

Since the last renewal date there has been 1 call for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
25-044434	Disturbance	Handled by Officer

•El Paisano, 1543 Central Ave.
Since the last renewal date there has been 1 call for service to the establishment. There was 1 disturbance, 0 crimes against persons, 0 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-002476	Disturbance	Report Taken

•Dubuque Religious Center, Inc., 923 Main St.
Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Gin Rickeys, 1447 Central Ave.
Since the last renewal date there have been 9 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 1 crime against property, and 8 public morals calls. Additionally, there were 28 individual violations and 0 violations against the business. I am recommending approval based upon a provision in which the liquor license holder must meet with the Police Department within 10 days to work on solutions. The attached letter with the applicable State of Iowa code has been served on the license holder.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-000901	Public Intoxication	Report Taken
2025-000902	Public Intoxication	Report Taken
2025-000903	Public Intoxication	Report Taken
2025-000903	Controlled Substance	Report Taken
2025-002323	Public Intoxication	Report Taken
25-033437	Theft	Handled by Officer
2025-002325	Public Intoxication	Report Taken
2025-008313	Public Intoxication	Report Taken
2025-008313	Controlled Substance	Report Taken

•Northside Bar, Inc., 2776 Jackson St.

Since the last renewal date there have been 2 calls for service to the establishment. There were 1 disturbance, 0 crime against persons, 0 crime against property, and 1 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
25-073436	Disturbance	Handled by Officer
2025-007629	Public Intoxication	Report Taken

•Convivium Urban Farmstead, 2811 Jackson St.
Since the last renewal date there has been 1 call for service to the establishment. There were 0 disturbance, 1 crime against persons, 0 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-004544	Harassment	Report Taken

•Dollar General 6896, 605 West Locust St.
Since the last renewal date there have been 5 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 3 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-002646	Theft	Report Taken
2025-005149	Disturbance	Report Taken
2025-005686	Criminal Mischief	Report Taken
2025-008283	Assault	Report Taken
25-105653	Theft	Handled by Officer

•Dollar General 7289, 3250 Kennedy Cir., Suite 8
Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•Dollar General 10074, 2400 Gateway Dr.
Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

RECOMMENDATION
Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Mario's Italian Restaurant & Lounge, 1298 Main St., Fuji Asian Buffet, 806 Wacker Dr. Suite 128, RMN Lounge LLC, 481 Locust St., Steve's Ace Home & Garden, 3350 John F. Kennedy Rd., Steeple Square, 101 East 15th St., El Paisano, 1543 Central Ave., Dubuque Religious Center, Inc., 923 Main St., Gin Rickeys,

1447 Central Ave., Northside Bar, Inc., 2776 Jackson St., Convivium Urban Farmstead, 2811 Jackson St., Dollar General 6896, 605 West Locust St., Dollar General 7289, 3250 Kennedy Cir., Suite 8, Dollar General 10074, 2400 Gateway Dr.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license. renewals for: Mario's Italian Restaurant & Lounge, 1298 Main St., Fuji Asian Buffet, 806 Wacker Dr. Suite 128, RMN Lounge LLC, 481 Locust St., Steve's Ace Home & Garden, 3350 John F. Kennedy Rd., Steeple Square, 101 East 15th St., El Paisano, 1543 Central Ave., Dubuque Religious Center, Inc., 923 Main St., Gin Rickeys, 1447 Central Ave., Northside Bar, Inc., 2776 Jackson St., Convivium Urban Farmstead, 2811 Jackson St., Dollar General 6896, 605 West Locust St., Dollar General 7289, 3250 Kennedy Cir., Suite 8, Dollar General 10074, 2400 Gateway Dr.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

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Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

January 15, 2026

Gin Rickeys
1447 Central Ave
Dubuque IA 52001

Your alcohol license is set for annual renewal with City Council approval. As part of the renewal process, calls for service and violations are analyzed. These calls are as follows.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-000901	Public Intoxication	Report Taken
2025-000902	Public Intoxication	Report Taken
2025-000903	Public Intoxication	Report Taken
2025-000903	Controlled Substance	Report Taken
2025-002323	Public Intoxication	Report Taken
25-033437	Theft	Handled by Officer
2025-002325	Public Intoxication	Report Taken
2025-008313	Public Intoxication	Report Taken
2025-008313	Controlled Substance	Report Taken

Additionally, our records show 29 individual violations related to underage drinking.

Your license will be recommended for issuance with the following stipulation: You will need to make contact with Captain Steve Radloff, (563)587-3804 or sradloff@cityofdubuque.org within 10 days of receiving this notice. The purpose will be to set up a meeting to come up with a mitigation strategy.

I have enclosed the applicable State of Iowa code. Failure to make contact with Captain Radloff will result in the matter being turned over to the State of Iowa for license revocation.

Sincerely,

Jeremy Jensen
Chief of Police

THE CITY OF DUBUQUE
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Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

January 15, 2026

RMN Lounge (Odd Fellows)
481 Locust St.
Dubuque, IA 52001

Your alcohol license is set for annual renewal with City Council approval. As part of the renewal process, calls for service and violations are analyzed. Our records the following:

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-000889	Public Intoxication	Report Taken
2025-000897	Assault	Report Taken
2025-000947	Theft	Report Taken
2025-001630	Public Intoxication	Report Taken
2025-001630	Disturbance	Report Taken
2025-001747	Disturbance	Report Taken
25-047118	Theft	Handled by Officer
25-052786	Theft	Handled by Officer
2025-005113	Public Intoxication	Report Taken
2025-005127	Assault	Report Taken
2025-007536	Public Intoxication	Report Taken
2025-008135	Public Intoxication	Report Taken
2025-008367	Disturbance	Report Taken
25-099271	Disturbance	Handled by Officer
2025-008884	Disturbance	Report Taken
2025-000075-77	Homicide	Reports Taken

Your license will be issued with the following stipulation. You will need to make contact with Captain Steve Radloff, (563)587-3804 or sradloff@cityofdubuque.org within 10 days of receiving this notice. The purpose will be to set up a meeting to come up with a mitigation strategy.

I have enclosed the applicable State of Iowa code. Failure to make contact with Captain Radloff within the 10 days will result in the matter being turned over to the State of Iowa for license revocation.

Sincerely,



Jeremy Jensen
Chief of Police

Cc Crenna Brumwell, City Attorney

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 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

WHEREAS, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

WHEREAS, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

WHEREAS, the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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 at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals	
Convivium Urban Farmstead	2811 Jackson St.
Dollar Geneal 6896	605 West Locust St.
Dollar General 10074	2400 Gateway Dr.
Dollar General 7289	3250 Kennedy Crl., Suite 8
Dubuque Religious Center, Inc.	923 Main St.
El Paisano	1543 Central Ave.
Fuji Asian Buffet	806 Wacker Dr. Suite 128
Gin Rickeys – With Provisions	1447 Central Ave.
Mario's Italian Restaurant and Lounge	1298 Main St.
Northside Bar, Inc.	2776 Jackson St.
RMN lounge L.L.C. – With Provisions	481 Locust St.
Steeple Square	101 East 15th St.
Steve's Ace Home & Garden	3350 John F Kennedy Rd.

Passed, approved, and adopted this 20th day of January 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

CONSENT ITEMS
 # 20.

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

ATTACHMENTS:

1. MVM Memo
2. City Clerk Memo
3. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

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: January 14, 2026

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 January 21, 2026, to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Doghouse Lounge	1646 Asbury Rd. Suite 1	Retail Tobacco – Vending Machine

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: January 14, 2026

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 device effective from January 21, 2026, to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Doghouse Lounge	1646 Asbury Rd. Suite 1	Retail Tobacco – Vending Machine

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 January 21, 2026, to June 30, 2026.

Business Name	Business Address	Permit Type
Doghouse Lounge	1646 Asbury Rd. Suite 1	Retail Tobacco – Vending Machine

Passed, approved, and adopted this 20th day of January 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING
 # 1.

ITEM TITLE:	7800 Chavenelle Building Remodel Project: Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council grant preliminary approval of the construction plans and specifications with estimated construction of $710,000; and establish February 2, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution. **RESOLUTION** 7800 Chavenelle Building Remodel 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
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for February 2, 2026

ATTACHMENTS:

1. MVM Memo
2. 7800 Chavenelle Building Remodel - Council Staff Initiate Set PH MEMO (1)
3. 7800 Chavenelle Building Remodel - Council Staff Initiate Resolution
4. 7800 Chavenelle Building Remodel - Notice of Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 7800 Chavenelle Building Remodel Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 7462000003

DATE: January 14, 2026

Assistant City Engineer Robert Schiesl and Chief Financial Officer Jenny Larson are recommending City Council grant preliminary approval of the construction plans and specifications with estimated construction of $710,000; and establish February 2, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution.

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
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Joe Pregler, Chief Information Officer
Tony Breitbach, Purchasing and Risk Manager
Jim Bousley, Project Manager

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager
Gus Psihoyos, City Engineer

FROM: Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer

SUBJECT: 7800 Chavenelle Building Remodel Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 7462000003

DATE: January 15, 2026

INTRODUCTION

This memorandum requests the City Council approval and authorizes the initiation of the public improvement construction bidding process and sets a public hearing date for February 2, 2026, for the 7800 Chavenelle Building Remodel Project.

BACKGROUND

With the IT Department and E911 recently relocated to 7800 Chavenelle Road, approximately 5,667 square feet of vacant space is now available in Unit 6. This area includes 20 cubicles, three offices, a conference room that can be divided into two offices, a technology closet, and a break room. Its proximity to IT Department makes it an ideal location to meet current and future space needs for the Finance Department and boost collaboration with IT staff.

The Accounting, Budget, and Payroll functions of the Finance Department will be relocated to Unit 6 at 7800 Chavenelle Road. The Utility Billing operations will remain at City Hall to continue providing assistance to residents with bill payments, new service requests, and other utility-related needs.

This relocation to the 7800 Chavenelle Road building addresses both immediate and future space requirements, promotes better collaboration with IT staff on software development, financial systems integration, and joint projects, frees up space at City Hall, enhances operational efficiency and staff comfort, and supports growth and technological advancements.

In the short term, the needs include four offices (for the CFO, Purchasing/Risk Manager, Finance Manager, and Budget Manager), 15 cubicles (for Budget Analysts, Accountants, Interns, Payroll Analyst, Finance Project Manager, and Safety Coordinator), as well as a break room, storage area, shared restrooms, and conference and training rooms. In the long term, additional office space and cubicles will be required to accommodate future staffing growth.

The 7800 Chavenelle Road Unit 6 space has 18 existing cubicles and includes five office spaces. Shared facilities comprise an auditorium, conference room, restrooms, and a break room.

The lease-to-own agreement covers five years, with Unit 6 added to the existing IT Department lease that started in January 2024. The IT Dept lease includes a base rent of $10.00 per square foot plus a portion of operational costs and utilities based on area. The Finance Department will pay the same base rent rate and $3.78 per square foot per year for maintenance, insurance, and tax payments, bringing the total annual expense to roughly $78,091 (including $21,421 for operational costs and utilities) for 5,667 square feet. At the end of the term, the City would buy Unit 6 for $1,000. Dubuque Childcare Collaborative, LLC has agreed to modify the IT Department (Unit 4) lease to include the Finance Dept (Unit 6) lease, with the Finance Department portion of the lease ending in December 2030.

Joe Pregler, Chief Information Officer, has identified additional construction needs. The carpet in their space is worn and poses tripping hazards. Staff changes, including the addition of GIS and a data analyst, require more offices and better sound management in cubicles. The shared conference room is now too small for the number of staff, necessitating a new conference room for both Finance and IT Departments.

DISCUSSION

Before Accounting, Budget, and Payroll can relocate, the 7800 Chavenelle Road Unit 6 space will need to be remodeled. The scope of the remodel project will include removal and replacement of carpeting, modifications to the HVAC mechanical system, electrical work, installing three doors, add hallway storage, dividing the conference room into two offices, modifying workstation cubicles, and expanding the security access control system.

As part of the 7800 Chavenelle Building Remodel Project, the IT Department workspace will also be remodeled, which will include removal and replacement of carpeting, building four more offices and a larger conference room, modifying workstation cubicles, and constructing a door to separate the IT Department from the Data Center.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	January 20, 2026
Publish Notice to Bidders, Advertise for Bids	January 23, 2026
Notice of Public Hearing on Plans and Specs	January 23, 2026
Public Hearing on Plans and Specs	February 2, 2026
Receipt of Bid Proposals	February 19, 2026
Award Construction Contract	March 2, 2026
Completion Date	June 12, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the 7800 Chavenelle Building Remodel Project. I

further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the 7800 Chavenelle Building Remodel Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	$ 638,100
Contingency	31,900
Consultant Services Design - 563 Design	35,000
Engineering Dept Staff Services - Project Management	5,000
Total Project Cost	**$ 710,000**

The proposed funding for the project is summarized in the following table:

Project No.	Fund Description	Fund Amount
7462000003	7800 Chavenelle - Finance Relocate	$ 710,000
Total Project Funding		**$ 710,000**

Funding currently available for this project was budgeted through the reallocation of sales tax funds through the FY25 budget carry-over process.

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish February 2, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer
cc: Jenny Larson, Chief Financial Officer
Joe Pregler, Info Services Manager
Tony Breitbach, Purchasing and Risk Manager
Jim Bousley, Project Manager

F:\PROJECTS\Facilities - Chavenelle Finance IT Bldg Remodel\Council & Staff Documents

Prepared by Robert Schiesl City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

7800 CHAVENELLE BUILDING REMODEL 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

WHEREAS, the 7800 Chavenelle Building Remodel Project will include removal and replacement of carpeting, modifications to the HVAC mechanical system, electrical work, installing new doors, add hallway storage, modifications to existing conference rooms, modifying workstation cubicles, and expanding the security access control system.

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 7800 Chavenelle Building Remodel Project in the estimated construction amount $710,000, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 2nd day of February, 2026, 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 7800 Chavenelle Building Remodel 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 7800 Chavenelle Building Remodel Project 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 and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m.

on the 19th day of February, 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 2rd day of March, 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 20th day of January 2026.

Attest: Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, 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 2nd day of February, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hear the plans, specifications, form of contract and estimated cost for the 7800 Chavenelle Building Remodel Project.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 20th day of January 2026.

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING
 # 2.

ITEM TITLE:	Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC
SUMMARY:	City Manager recommending City Council set a public hearing for February 2, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC) for the property located on Commercial Street (aka East Seventh Street). **RESOLUTION** Setting A Public Hearing To Consider The First Amendment To The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Bunge USA Grain, LLC For Real Property In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for February 2, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo for Setting a Public Hearing_Bunge
3. First Amendment to Amended and Restated Lease Agreement with Exhibits - 1.14.2026
4. Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC
5. First Amendment Setting PH Resolution_Bunge
6. Notice of Hearing_BUNGE

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC

DATE: January 14, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing for February 2, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC) for the property located on Commercial Street (aka East Seventh Street).

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
Jim Bousley, Project Manager
Barry Lindahl, Senior Council
Tracy Schadle, Admin. Support Professional

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: January 20, 2026

RE: Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC

INTRODUCTION
This memorandum requests the City Council set a public hearing for February 2, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC).

BACKGROUND
On May 5, 2025, the City of Dubuque and Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC)accepted and approved an Amended and Restated Lease Agreement for the property located on Commercial Street (aka East Seventh Street) in the City of Dubuque.

DISCUSSION
In reviewing the Amended and Restated Lease Agreement that was approved on May 5, 2025, it was noticed that the Lease Agreement did not contain the exhibits that were included in the Lease Agreement. This First Amendment is to include those exhibits in the Lease Agreement.

BUDGET IMPACT There is no budget impact for this First Amendment to the Amended and Restated Lease Agreement.

RECOMMENDATION
I respectfully request the City Council set a public hearing for February 2, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC.

Enclosed

Cc: Jim Bousley, Project Manager
Barry Lindahl, Senior Council
Tracy Schadle, Admin. Support Professional

FIRST AMENDMENT
TO
THE AMENDED AND RESTATED LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
BUNGE USA GRAIN, LLC

COMMERCIAL STREET (aka EAST SEVENETH STREET) LEASE

This First Amendment to the Amended and Restated Lease Agreement, dated for reference purposes the 13th day of January, 2026, is made and entered into by and between Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC), a Delaware limited liability company ("Lessee"), and the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor").

WHEREAS, Lessor and Lessee are parties to that certain Amended and Restated Lease Agreement, dated May 5, 2025; and

WHEREAS, the Parties desire to amend the Amended and Restated Lease Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETEEN THE PARTIES AS FOLLOWS:

Section 1. The Amended and Restated Lease Agreement is amended by adding the attached List of Exhibits.

Section 2. The Amended and Restated Lease Agreement is amended by adding the following attached Exhibits:

Exhibit A Demised Premises through Premises Reduction Date
Exhibit A-1 Demised Premises beginning Premises Reduction Date
Exhibit B Lessee's New Improvements
Exhibit C Commercial Street (aka East 7th Street) Landscaping
Exhibit D Existing Storm Sewer – Proposed 7th Street Alignment
Exhibit E Rail Improvements
Insurance Schedule A

Section 3. All other terms and conditions of the Amended and Restated Lease Agreement shall remain in full force and effect.

Docusign Envelope ID: B9EBAA98-030E-45C1-81E8-DF5FC9F2C763

BUNGE USA GRAIN, LLC

By: Signed by: Aaron McHargue 793CB890C07E411...

Name: Aaron McHargue

Title: Director of Origination

CITY OF DUBUQUE, IOWA

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT A Demised Premises through Premises Reduction Date

EXHIBIT A-1 Demised Premises beginning Premises Reduction Date

EXHIBIT B Lessee's New Improvements

EXHIBIT C Commercial Street (aka East 7th Street) Landscaping

EXHIBIT D Existing Storm Sewer – Proposed 7th Street Alignment

EXHIBIT E Rail Improvements

INSURANCE SCHEDULE A

EXHIBIT A

DEMISED PREMISES THROUGH THE PREMISES REDUCTION DATE



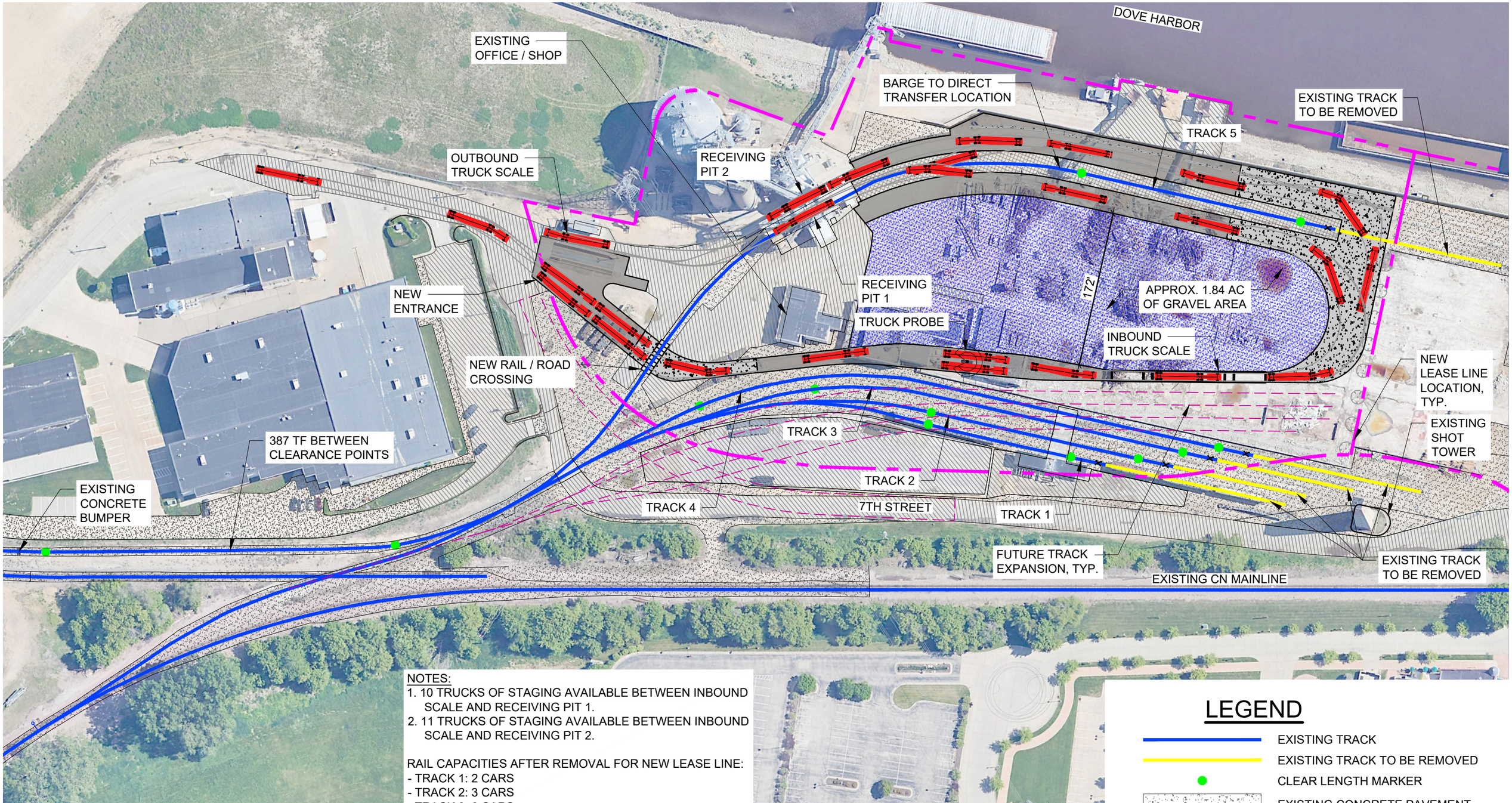
EXHIBIT A-1

DEMISED PREMISES BEGINNING ON THE PREMSIES REDUCTION DATE



EXHIBIT B

LESSEE'S NEW IMPROVEMENTS



NOTES:
1. 10 TRUCKS OF STAGING AVAILABLE BETWEEN INBOUND SCALE AND RECEIVING PIT 1.
2. 11 TRUCKS OF STAGING AVAILABLE BETWEEN INBOUND SCALE AND RECEIVING PIT 2.

RAIL CAPACITIES AFTER REMOVAL FOR NEW LEASE LINE:
- TRACK 1: 2 CARS
- TRACK 2: 3 CARS
- TRACK 3: 6 CARS
- TRACK 4: 9 CARS
- TRACK 5: 4 CARS FROM DT POINT TO END OF TRACK

THIS LAYOUT PROVIDES THE ABILITY TO CONSTRUCT THE FUTURE 7TH STREET / RAIL EXPANSION WITHOUT HAVING TO MOVE THE INBOUND TRUCK SCALE / PROBE. SEE 2/EX22 FOR AN OVERLAY OF AN ALTERNATE SCALE / ROAD LAYOUT.

LEGEND

- EXISTING TRACK
- EXISTING TRACK TO BE REMOVED
- CLEAR LENGTH MARKER
- EXISTING CONCRETE PAVEMENT
- EXISTING BITUMINOUS PAVEMENT
- EXISTING GRAVEL PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED GRAVEL PAVEMENT

SITE LAYOUT EXHIBIT
DUBUQUE, IA

VAA

PROJECT: 220704
12/12/2025

NORTH

1
EX22

SITE LAYOUT - OPTION 1

1"=100'

0 100' 200' 300'

Example Fencing Improvements

(Exhibit B Continued)



Example Tree Line Improvements (Arborvitae Variety)

(Exhibit B Continued)



Example of Proposed Shop

(Exhibit B Continued)



EXHIBIT C

COMMERCIAL STREET (aka EAST 7TH STREET) LANDSCAPING







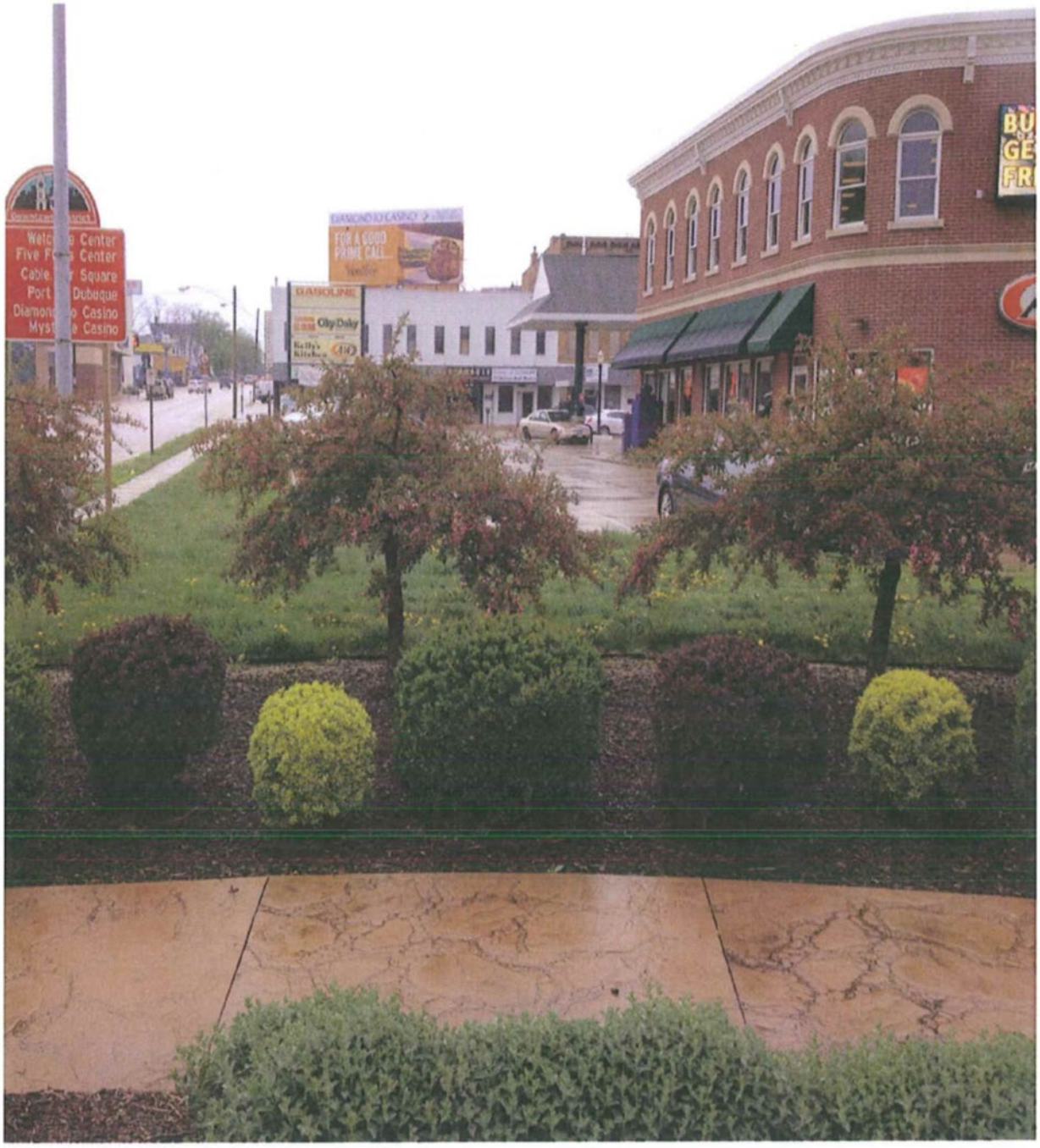

Center
Center
Square
Dubuque
Casino
Casino
FOR A GOOD
PRIME CALL
GASOLINE
Oly Dairy

EXHIBIT D

EXISTING STORM SEWER – PROPOSED 7TH STREET ALIGNMENT

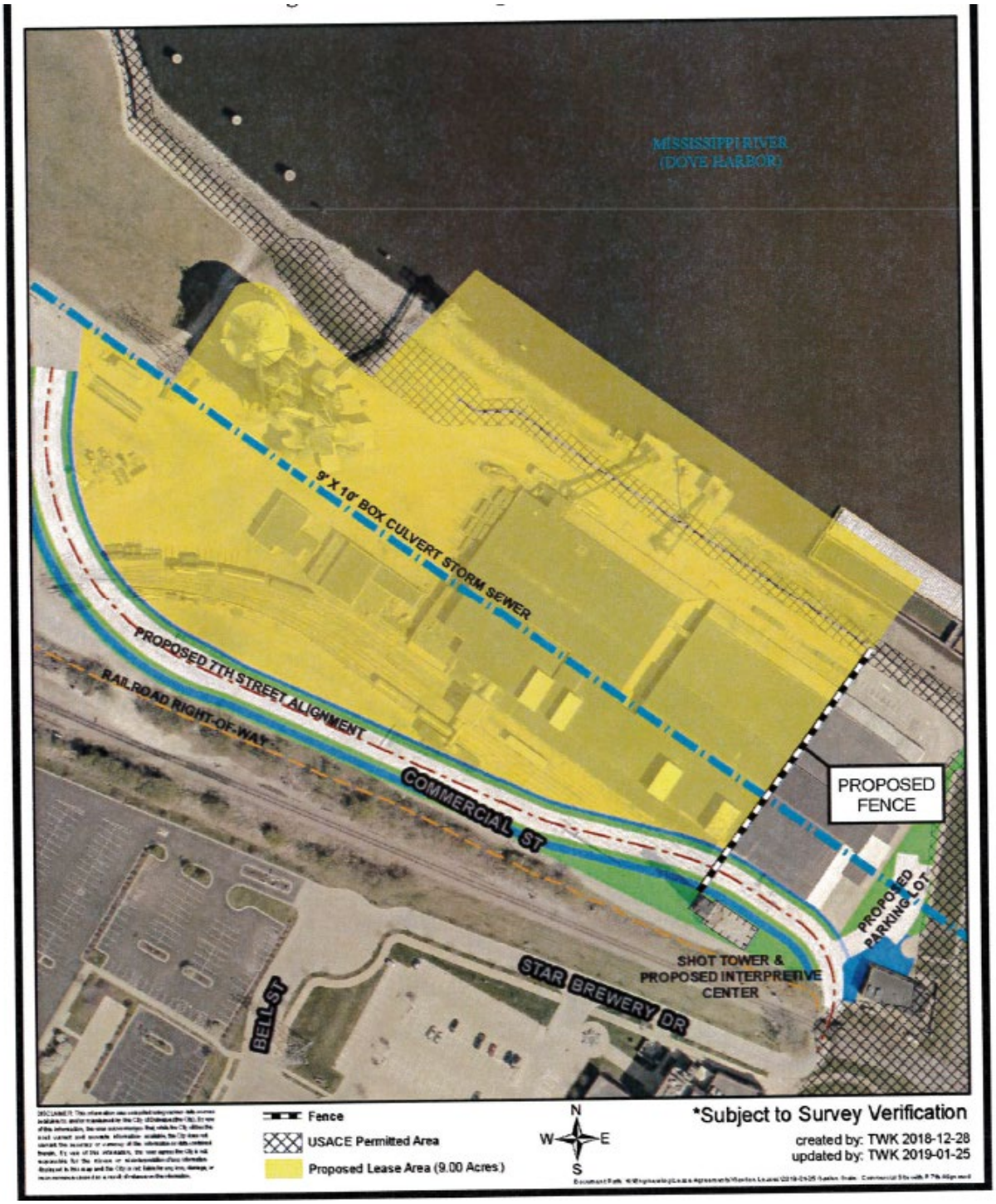
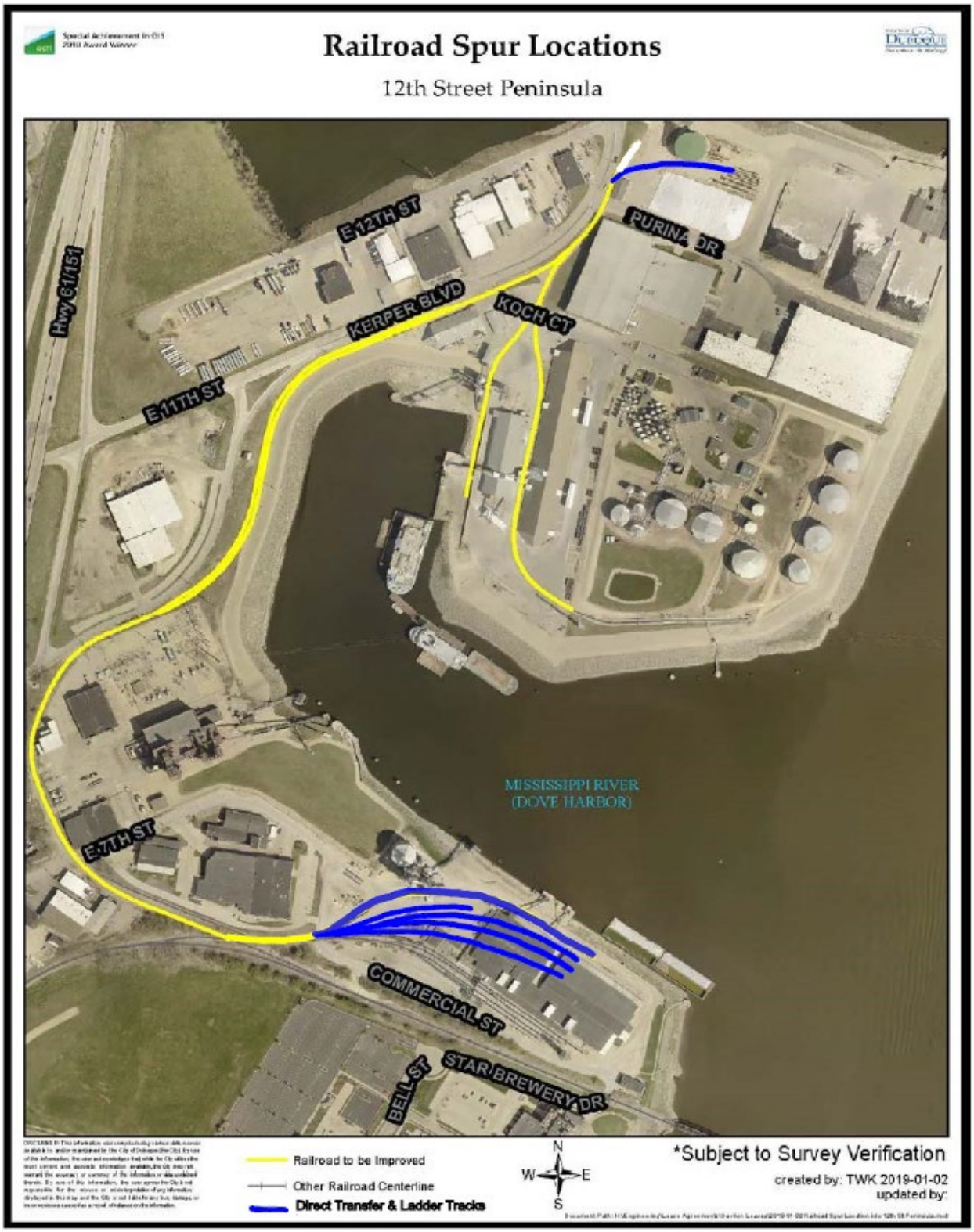


EXHIBIT E

RAIL IMPROVEMENTS



INSURANCE SCHEDULE A

1. Gavilon Grain, LLC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Lease Agreement dated as of July 1, 2020.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to certificate.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General 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 0001, 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.
5) If lessee, licensee, or permittee utilizes Trikkes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: _X_ 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.

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

_X_ yes ___no

Evidence of property coverage provided: ___ yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

_X_ yes ___ no

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

F) FLOOD INSURANCE

_X_ yes ___ no

Full replacement value.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
VITERRA USA GRAIN, LLC
COMMERCIAL STREET (aka EAST SEVENTH STREET) LEASE

This Amended and Restated Lease Agreement ("Lease") is dated May 5, 2025 between the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor" or "City"), and Viterra USA Grain, LLC (formerly known as Gavilon Grain, LLC), a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessee and Lessor are parties to a Lease Agreement dated July 1, 2020 ("Prior Agreement"), under which Lessee leases certain real propery located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa;

WHEREAS, Lessee and Lessor wish to amend and restate the Prior Agreement with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants made herein with the intent to be legally bound thereby, the parties hereto agree as follows:

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 shown on Exhibit A (the "Demised Premises"), to have and to hold for an initial term commencing as of July 1, 2020, (the "Commencement Date"), and ending at midnight on June 30, 2048 (the "Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On January 1, 2027 (the "Premises Reduction Date"), the area of the Demised Premises shall automatically be reduced to the area of real property shown on Exhibit A-1, provided that, upon written notice from Lessee to Lessor, the Premises Reduction Date may be extended for a reasonable period (not to exceed one year) in the event all necessary approvals for the construction of the New Improvements (defined below) have not been timely received.

(1) Lessee's use of the areas along the shoreline of the Demised Premises and the City's adjacent property located to the southeast of the Demised Premises, and the channel adjacent thereto, is strictly limited to maneuvering or mooring watercraft or barges and transferring the products permitted in Section 1.5 of this Lease. Lessee may not moor any watercraft or barges in any other area controlled by the City unless otherwise provided in a separate lease or written agreement with the City. Lessee's use of the shoreline along the Demised Premises and the

City's adjacent property located to the southeast of the Demised Premises as shown on Exhibit A-1 (the "Option Property") subject to Section 1.1(2), and the channel adjacent to thereto, must not block access to the harbor or unreasonably interfere with the use of any other Lessor-owned site leased by any other tenant, with City's maintenance of the flood wall, or with use of the flood wall for flood fighting purposes.

(2) Lessee may, at its sole option, elect to also lease the Option Property for a cost of $47,292.58 per acre per year ("Option Rent"), by providing written notice to Lessor at any time within the six (6) months following the Premises Reduction Date. In the event Lessee exercises such option the Option Property shall be deemed to be part of the Demised Premises and the annual Rent in Section 2.1 shall be increased by the Option Rent effective on the first day of the month immediately following the date on which Lessee exercises such option. In the event (i) Lessee does not choose to exercise its option and (ii) City in its sole discretion determine another use for the Option Property, City may upon three (3) months' written notice to Lessee restrict, with such restrictions City determines appropriate in its sole discretion, Lessee's use of the shoreline of the Option Property for mooring of Lessee's barges.

1.2 Lessee agrees to cooperate with Lessor in surveying and platting the Demised Premises and amending this Lease to include the final legal description; provided, however, that Lessee shall not be required to pay for the cost of any such surveying and platting.

1.3 The Demised Premises is subject to a Lease Agreement between Lessor and Swift Agricultural Chemicals Corporation dated November 29, 1971, as subsequently assigned to The Pillsbury Company, as subsequently assigned to ConAgra Foods, Inc., and as subsequently amended and assigned to Lessee (the "1971 Lease Agreement"). Upon commencement of the Term of this Lease, the 1971 Lease Agreement shall terminate.

1.4 Use of Premises. Lessee acknowledges that the Demised Premises is currently zoned HI Heavy Industrial. Notwithstanding such zoning, Lessee agrees that the Demised Premises shall not be used for any of the following uses:

Slaughterhouses or stockyards;
Manufacture or processing of the following materials: ammonia or chlorine;
Manufacture of acid, lime or lime products, and detergent;
Sanitary landfills;
Sewage treatment plants;
Crematoriums; reduction plants; foundries, forges or smelters; and
Junk yards, salvage yards.

1.5 Lessee further agrees that the Demised Premises shall be used only for the handling of bulk commodities (grain, solid or liquid fertilizer, salt, whole cotton seed, oilseeds) and or other bulk commodities, steel rebar, and dried distillers grains with

solubles (DDGS), and no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

1.6 Lessee may store the permitted products set forth in Section 1.5 outdoors, provided any such outdoor storage shall be in accordance with applicable laws, permits and customary industry practices, including not less than the six (6) foot fencing improvements shown on Exhibit B.

1.7 Storm Sewer Easement. Lessor reserves to itself an easement and the right, at its sole cost and expense, to construct, reconstruct, maintain, operate, repair, and remove through, under and across the Demised Premises an underground storm sewer as shown on Exhibit D. Lessee shall not erect any structure over the storm sewer without obtaining the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby consents to any existing structure now in place and grants Lessee written approval to construct or install the railroad track extensions, roads, flat storage and other New Improvements (defined below) over the storm sewer as shown on Exhibit B attached hereto and made a part hereof, as further set forth in Section 3. However, prior to any construction over the storm sewer, Lessee shall provide Lessor with an engineer's report reasonably acceptable to Lessor showing that such construction will not cause any damage to the storm sewer. Lessor agrees to cooperate with Lessee in its preparation of any engineer's report by providing Lessee, upon request, with all available information concerning the storm sewer. Lessee shall be responsible for maintaining any structure constructed over the storm sewer and any damage which to the storm sewer which results from such construction. Lessor, its agents or contractors, shall at all times upon reasonable notice of not less than two (2) weeks to Lessee, or such shorter period of notice as is reasonably possible in the event of an emergency reasonably determined by City, have free access to and egress from and over the Demised Premises to maintain or repair the storm sewer, provided that Lessor shall make all reasonable efforts not to interfere with Lessee's operations on the Demised Premises. In the event any Lessee property or improvements located immediately over the storm sewer must be removed or dismantled to perform any work pursuant to this paragraph, Lessor shall take reasonable measures to prevent damage to such property or improvements, perform its work as quickly as possible to reduce interruptions in Lessee's business, and shall reconstruct the storm sewer in a manner which will support the reconstruction of Lessee's improvements, and following completion of such work, Lessor shall restore and recompact the soil to the level of the property prior to performing such work. Lessor shall not be responsible for any damage to Lessee's property or improvements located directly over the storm sewer caused in the course of Lessor exercising any of its rights pursuant to this paragraph, but shall be responsible for any other damage of injury caused by Lessor exercising its rights pursuant to this paragraph.

1.8 Lessee agrees to cooperate with Lessor and not object to the renaming of Commercial Street as East 7th Street.

1.9 Docking Privilege. City grants unto Lessee the exclusive right to dock its vessels and/or barges, according to the terms and provisions herein, along the shoreline of the

Demised Premises and the Option Property, and in the channel adjacent thereto during the Term of the Lease, subject to Section 1.1.

(1) Docking Fee; Exclusive Use; Maintenance.

(a) Lessee agrees to pay to City an annual fee (the Docking Fee) of $19,691.00, payable in twelve equal monthly payments of $1,640.92, due in advance on the first day of each month during the Term. The Docking Fee shall be adjusted on an annual basis as provided in Sec. 2.2.

(b) Lessee shall have the exclusive right to use the mooring dolphins in the channel adjacent to the Demised Premises.

(c) Lessee takes said premises in their present condition except for any environmental hazard or condition existing on the channel adjacent to the Demised Premises.

(d) City's Duty Of Care And Maintenance. City shall have no duty of care or maintenance, including no duty to dredge; provided, however, that the City will cooperate with Lessee and obtain any permits required for such dredging work to be performed by Lessee or its contractor, and shall coordinate joint contribution from all harbor tenants in the event the harbor required dredging.

(e) Lessee's Duty Of Care And Maintenance. Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep and maintain the mooring dolphins adjacent to the Demised Premises and Lessee's owned barges and vessels in good condition and repair. City may, at its discretion, upon reasonable notice to Lessee, conduct an inspection during Lessee's normal business hours and while accompanied by Lessee to determine Lessee's compliance with this Section 1.9. Lessee on a reasonable basis shall remove all dead wood, weeds, trash and debris along the shoreline of the Demised Premises; provided, however, that Lessee shall not be required to perform the same if, in Lessee's reasonable judgment, such maintenance cannot be performed in a safe and reasonable manner.

(f) Lessee will make no unlawful use of said premises and agrees to comply with all city ordinances, and the laws of the State of Iowa and the United States.

(g) On delivery of possession of the Demised Premises to Lessee, Lessee shall not construct any improvements within the channel adjacent to the Demised Premises except as agreed upon in advance, in writing, by City. City shall have the right in its sole discretion to approve the design,

appearance and quality of any such improvements, which approval shall not be unreasonably withheld or delayed.

(h) Lessee shall not encumber by mortgage, deed of trust, or other instrument, its interest granted in this Section 1.9 without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 2. RENT, AND OTHER PAYMENTS.

2.1 Rent. 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, annual rent ("Rent") in the amount of $349,264.84 payable in twelve equal monthly payments of $29,105.40, due in advance on the first day of each month during the Term. Such Rent shall be increased as provided in Section 1.1 in the event Lessee exercises its option on the Option Property.

2.2 Rent Adjustment. The Rent for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the Rent in effect immediately prior to the applicable anniversary of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the Rent in effect immediately prior to the applicable anniversary date; provided, however, in no event shall the CPI Increase exceed three percent (3%) of the then-current Rent and provided, further, that in no event shall the Rent for any year be less than the Rent for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

2.3 Payments to City. All invoice payments required by this Lease shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or the following rates:

- 1% per month

2.4 Wharfage.

(1) Lessee shall pay Lessor for all goods, including liquids, transferred to the Demised Premises by water, rail or motor vehicle for every ton received at the Demised Premises as follows:

Grain/DDGS/Oilseeds	$ 0.1000/ton
All other goods	$ 0.2500/ton

Lessee shall not be required to pay said fee for Lessor's inbound cargo.

(2) Wharfage Adjustment for Section 2.4(1). The wharfage for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the wharfage in effect immediately prior to the applicable anniversary date of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the wharfage in effect immediately prior to the applicable anniversary date; provided, however, in no event shall any increase in the wharfage rate exceed three percent (3%) of the then-current wharfage rate and provided, further, that in no event shall the wharfage rate for any year be less than the wharfage rate for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

(3) Tonnage reports shall be provided to Lessor by January 15 of each year for the preceding calendar year with the payment for each year due by no later than February 1 immediately following the end of each such year.

SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES.

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in connection with

Lessee's business. 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 Demised 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.

3.2 Improvements. Existing Improvements on the Demised Premises as of the commencement of the Term are as follows:

Any existing tanks, silos, permanently anchored and installed belt conveying systems or piped conveying systems, hard wired electrical systems, railroad tracks and buildings.

Lessee shall not construct any new improvements on the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct or install on the Demised Premises a new shop/office, rail track, truck scale, fence, trees and other improvements generally as shown on Exhibit B attached hereto and made a part hereof (the "New Improvements"), subject to Secs. 1.7 and 3.4 and in compliance with all applicable requirements of the City of Dubuque Code of Ordinances and which, if constructed, shall be completed on or before Premises Reduction Date. Lessee may make minor alterations to the design of the New Improvements, provided that any material alterations must be approved by Lessor, which approval shall not be unreasonably withheld, and that in the event such approval is not granted, Lessee shall have the option to terminate this Lease. All Existing Improvements and New Improvements (collectively the "Improvements") on the Demised Premises are and shall be the property of Lessee during the Term of this Lease and no longer. Upon the expiration or any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements has expired, and that title to the Improvements has vested in Lessor. Lessor reserves the right to require Lessee to remove some or all of the Improvements, which Lessee shall accomplish within 30 days of the expiration of this Lease Agreement, provided that Lessor must provide Lessee written notice of which Improvements must be removed not less than 180 days prior to

the expiration of the Lease Term.

3.3 Removal of Existing Building. Lessee shall remove the existing dry fertilizer building on the Demised Premises as shown on Exhibit A by December 31, 2023; provided, however, that the deadline for removing the fertilizer building shall be extended for a reasonable period of time in the event of Force Majeure (defined below).

3.4 Compliance with City Ordinances. Lessee shall comply with all applicable City of Dubuque Code of Ordinances with respect to Lessee's construction or installation of the New Improvements. City shall reasonably assist Lessee in obtaining any necessary approvals regarding the New Improvements.

3.5 Landscaping.

(1) No fence shall be installed on the Demised Premises without the approval of Lessor, which consent shall not be unreasonably withheld; provided, however, that if such fencing is otherwise required by applicable law, rule or regulation, Lessee may install such fencing without Lessor's consent.

(2) Lessee shall, in connection with its installation of the New Improvements, install landscaping in the areas identified on Exhibit B substantially similar to the landscaping shown on Exhibit C. Lessee shall maintain all landscaping on the Demised Premises during the Term of this Lease.

3.6 Flagpoles. Lessee shall, in connection with its installation of the New Improvements, construct on the Demised Premises in the location shown on Exhibit B not less than three (3) 35-foot lighted flag poles, one of which shall display a minimum 5-foot by 8-foot official flag of the City of Dubuque, which official flag Lessor shall provide to Lessee. All flags shall be maintained in a state of good repair at all times and replaced at least every six months.

3.7 Railroad Extensions.

(1) Lessee shall have the exclusive right (subject to this paragraph) to use the Lessor owned railroad spur track connecting to the Demised Premises and located off of the Demised Premises shown in yellow on Exhibit E (the "Lessor Track"). Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct and install the railroad improvements to the Lessor Track shown on Exhibit E (the "Rail Improvements") attached hereto incorporated herein. Lessor shall upon the request of Lessee, request that the CN Railroad, or other applicable party, reinstall the switch serving the Lessor Track. Lessor and Lessee acknowledge that the estimated cost of the Rail Improvements and the associated materials and equipment is $1,500,000.00 based on the estimate provided by Lessee. If Lessor or East Central Intergovernmental Agency receives a state or federal grant and/or loan to rebuild the Rail Improvements, Lessor or East Central Intergovernmental Agency shall contribute such funds to Lessee for the Rail

Improvements, or if Lessor or East Central Intergovernmental Agency is prohibited by such grants or loans from contributing the funds to Lessee, then Lessor or East Central Intergovernmental Agency shall pay such funds to the entity constructing the Rail Improvements, and Lessee shall pay the balance of the costs. Lessor's or East Central Intergovernmental Agency's contribution to the Rail Improvements shall not be due and payable to Lessee until thirty (30) days after the Rail Improvements are completed and fully operational and approved by Lessor in Lessor's sole discretion, which shall not be unreasonably withheld or delayed. Provided the Rail Improvements are completed, Lessee at its expense shall maintain the Lessor Track and Rail Improvements in accordance with all applicable laws governing its use thereof; provided, however, that Lessor and its other tenants at the port shall be permitted to use the Lessor Track and Rail Improvements upon the following conditions: (i) use of the Lessor Track and Rail Improvements by any third parties pursuant to this Section shall not interfere with Lessee's use of the Lessor Track or Rail Improvements, (ii) Lessee shall retain first priority to use the Lessor Track and Rail Improvements, (iii) Lessee may charge Lessor or any such third party a reasonable switching charge or other fee for use of the Lessor Track or Rail Improvements and may require any such third party to sign a reasonable indemnity agreement, and (iv) Lessor shall defend, indemnify and hold harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees) imposed upon, incurred by or asserted against Lessee in connection with Lessor's use of the Lessor Track or Rail Improvements. Lessor may install and maintain underground utility crossings under the Lessor Track, provided that any such crossings are approved in accordance with and otherwise meet the requirements of the serving railroad with respect to industry track, and the installation and maintenance of any such crossings shall be coordinated so as not to interfere with Lessee's operations. Lessee agrees that in moving cars with its own locomotives it shall not unreasonably block any public rail crossing of the Lessor Track (East Seventh Street or East Commercial Street), excepting any blocking of a crossing caused by mechanical breakdown, track or switch icing, derailment or other matter beyond Lessee's reasonable control provided that Lessee take reasonable steps to timely address any such issue. The parties hereto acknowledge and agree that this Section 3.7 is part of the consideration for this Lease, and Lessee, subject to the foregoing, agrees to cooperate with said parties to make such connections to the track of Lessee.

(2) For any railroad tracks on the Demised Premises shown on Exhibit E existing as of the commencement of this Lease and in the event Lessee installs any track on the Demised Premises (together, the "Demised Premises Tracks"), Lessee at its expense shall maintain the Demised Premises Tracks , including at-grade crossings, in accordance with all applicable laws governing its use thereof. Lessee shall have the exclusive right to use the Demised Premises Tracks, and neither Lessor nor any other tenant shall be permitted to use the Demised Premises Tracks without the prior written authorization of Lessee.

3.8 [Reserved].

3.9 Commercial Street (aka East 7th Street) Reconstruction. If Lessor reconstructs Commercial Street (aka East 7th Street) during the Term of this Lease, Lessee shall reimburse Lessor the lesser of (i) an amount equal to the assessment or (ii) $145,000.00 increased by the CPI Adjustment which shall be a fraction expressed as a decimal, the numerator of which shall be the CPI as of the date of this Lease and the denominator of which is the CPI as of the date of reconstruction, not to exceed 3 percent per year ("7th Street Assessment"). All costs related to the removal, repair, or replacement of any railroad track owned by Lessee effected by such reconstruction, including the cost of constructing any street crossing, shall be the sole responsibility of Lessor, and Lessor shall promptly remove, repair, or replace such track and/or construct such new or replacement and crossing. Lessee shall design any railroad tracks constructed or reconstructed by Lessee as part of the New Improvements consistent with the design shown on Exhibit B. In the event any future reconstruction of 7th Street requires modification of the design, grade, elevation or materials of Lessee's railroad crossing(s), Lessee's 7th Street Assessment shall be reduced by any costs incurred by Lessee to redesign or modify its railroad crossing(s).

3.10 Paving. Lessee shall not later than Premises Reduction Date pave all areas of the Demised Premises used by Lessee for vehicle traffic and parking. Paving shall include asphalt or concrete.

3.11 Dust Mitigation. Lessee shall implement and comply with reasonable policies and procedures designed to mitigate against dust emissions caused by vehicular traffic on the Demised Premises.

SECTION 4. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 5. TAXES.

5.1 Lessee agrees to pay to City as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

5.2 During the Term of this Lease, Lessee further agrees to pay all other taxes, fees, rates, charges, levies, general assessments and special assessments for which Lessor is entitled to impose under statute or ordinance due to the actions or inactions of Lessee, 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 the real estate of the Demised Premises and which become payable during the term hereof 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 real estate of the Demised Premises 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 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.

5.3 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 Demised Premises, during the Term of this Lease.

5.4 Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents or other amounts reserved or paid to Lessor hereunder.

5.5 Lessee shall at all times have the right to challenge or contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the amount, valuation, payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee if the amount, valuation or validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Lessee's improvements, shall be disputed, and Lessor shall provide reasonable cooperation in support of any such challenge or contest by Lessee unless Lessor is the entity imposing such taxes, fees, assessments, rates, charges or levies. Upon the conclusion of any such suit or proceedings 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 6. REPAIRS.

6.1 Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the improvements thereon, including all sidewalks, curbs, and all appurtenances upon Demised Premises, and the dolphins and structures in the channel adjacent to and serving the Demised Premises and the Option Property for so long as the Option Property is used by Lessee, in good order, condition and repair, and in a safe, clean and neat condition, casualties and ordinary wear and tear excepted. Lessee shall keep the Demised 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, during Lessee's normal business hours and while accompanied by Lessee, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Section 6.

6.2 Except for the storm sewer, levee, and floodwall, Lessor shall have no obligation

to Lessee for any maintenance expense of any kind on the Demised Premises, including but not limited to sidewalks, private roads, or railroad tracks. Lessor reserves a right of access to the levee and floodwall at all times with reasonable advance notice to Lessee for Lessor's operation and maintenance of the levee and floodwall, provided that Lessor shall make reasonable efforts not to interfere with Lessee's operations.

SECTION 7. ALTERATIONS. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed, make any alteration, addition, or modification to any improvement on the Demised Premises that exceeds One Hundred Thousand Dollars ($100,000.00) in cost. Any alteration, addition, or modification of less than One Hundred Thousand Dollars ($100,000.00) shall not require Lessor's consent. By executing this Lease, Lessor hereby grants Lessee written consent to construct or modify the Improvements on the Demised Premises described in Section 3 as well as the Rail Improvements, subject to the requirements in Section 3.

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 Demised Premises, including but not limited to the Americans with Disabilities Act and the Smokefree Air Act, Iowa Code Section 142D.3. Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and improvements on the Demised Premises.

8.2 Lessee shall also at all times comply with all regulations governing the use of the USACE Permitted Area shown on Exhibit A. In the event Lessee elects to construct an entrance to the USACE Permitted Area, any such construction shall require the prior written approval of Lessor, which shall not be unreasonably withheld, and the United States Army Corps of Engineers. Lessee shall be solely responsible for the cost of any such entrance.

SECTION 9. USE OF DEMISED PREMISES.

9.1 Lessee shall not knowingly use or allow the Demised Premises or any buildings or improvements thereon, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not engage in any act or permit any condition to exist within the Demised Premises or in any improvement thereon, or permit any article to be brought therein, which is inherently dangerous, unless safeguarded as required by law, or which, in law, constitutes a public nuisance, or which makes void or voidable any insurance in force with respect thereto.

SECTION 10. PARKING. Lessee shall prohibit its employees from parking in City-owned parking stalls anywhere southwest of the railroad bridge in the Port of Dubuque.

SECTION 11. INSURANCE.

11.1 Lessee shall maintain during the Term of this Lease insurance as set forth in the City's Standard Insurance Schedule for Lessees of City Property. The insurance coverage limits in such uniform, standardized schedule may from time to time be reasonably amended. The Insurance Schedule is attached to this Lease as Insurance Schedule A. Lessor shall provide written notice of any rate limit amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

11.2 Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of City shall furnish proof of such insurance), 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 the Improvements. The term "replacement value" shall mean the actual replacement cost of the 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 reasonable request of City, but not more frequently than once every three years, and paid for by Lessee.

11.3 Lessee agrees to promptly notify City in the case of damage exceeding $250,000 in amount to, or destruction of, 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, in its sole discretion, may remove or repair, reconstruct, restore, or replace the Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage subject to the requirements of the City of Dubuque Code of Ordinances and, to the extent necessary to accomplish such repair, reconstruction and restoration, Lessee may apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof. Lessee shall notify Lessor of any damage to the flood wall regardless of the amount of such damage.

11.4 Lessee shall complete the removal, replacement, repair, reconstruction or restoration of improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

SECTION 12. LESSOR'S WARRANTIES AND REPRESENTATIONS.

12.1 Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised 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 Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business. Lessor otherwise covenants and warrants that it has full authority to grant the rights set forth herein.

12.2 Lessor makes no representations or warranties as to the condition, including environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

SECTION 13. LESSEE'S WARRANTIES AND REPRESENTATION.

13.1 Lessee Compliance With Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use and occupancy of the Demised Premises.

13.2 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 or Lessee's use of the Demised Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Demised Premises from any property owned by Lessor) of Lessor or any third party authorized by Lessor to use the Demised Premises and relating to the use of Demised Premises Tracks by the same. Notwithstanding any other provision of this Lease, Lessee shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Demised Premises from any adjacent property or any release of a Hazardous Substances which is caused by Lessor or any third party utilizing the Demised Premises Tracks or which pre-exists the date of this Lease; provided, however, that Lessee shall be responsible for pre-existing releases to the extent caused by Lessee. Lessee shall provide reasonable cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release of a Hazardous Substance.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of a Hazardous Substance in, on or about the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, of which Lessee has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary response required by an environmental regulatory authority having jurisdiction to address any release of a Hazardous Substance for which Lessee is responsible under this Section following advance notice to Lessor. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

(4) Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, or allow the manufacture, treatment, or disposal of Hazardous Substances on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises. Lessee shall use and store on the Demised Premises, the

shoreline along the Demised Premises or the channel adjacent to the Demised Premises, only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by 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 § 1004of 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 14. INDEMNIFICATION.

14.1 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 Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, resulting from any act or omission of Lessor its agents, employees, lessee's or invitees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease,(c) any breach on the part of Lessor of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, which is not the responsibility of Lessee pursuant to Section 13.2(1). In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor's 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.

14.2 Indemnification of Lessor. 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 Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, during the Term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (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, (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises and the area shown on Exhibit E, which is the responsibility of Lessee pursuant to Section 13.2(1). 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.

14.3 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 15. CONDEMNATION.

15.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the 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 Demised Premises and the improvements thereon shall be deemed to have been taken if the remaining portion of the Demised 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.

15.2 Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the real estate constituting the Demised 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 improvements constructed and all other sums not directly attributable to the value of the real estate constituting the Demised Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

15.3 Partial Condemnation.

(1) If less than all or substantially all of the Demised Premises or the 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 Section 15.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining 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 area of the Demised 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, Lessee shall be entitled to the entire award for such partial taking.

15.4 Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the 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 Demised Premises and the improvements as soon as reasonably practicable after such temporary taking.

SECTION 16. 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 or delayed, except to a third party acquiring all or substantially all of Lessee's assets related to this Lease.

SECTION 17. DEFAULT.

17.1 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 one hundred eighty (180) days or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, 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 Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

17.2 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 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 one hundred eighty (180) days, or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessee shall have all rights available to it provided by law or equity.

SECTION 18. 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 pursuant to 17.1 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 Demised Premises and the 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 19. 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 Demised 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, but not more frequently than once per calendar quarter, to enter the Demised Premised at any reasonable time during Lessee's normal business hours to determine whether Lessee is in compliance with the requirements of this Lease.

SECTION 20. 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 to the extent true, 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 21. 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 Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 22. SURRENDER. Lessee shall, on the last day of the Term of this Lease or upon any termination of this Lease, surrender and deliver the Demised 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 whatsoever by Lessor on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender. Lessee's Trade Fixtures, personal property, equipment, materials and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and

remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same. If Lessee fails to remove any Lessee's Trade Fixtures, personal property, equipment, materials or other belongings from the Demised Premises within 30 days of the expiration date of this lease, they will immediately become property of the Lessor. Any costs incurred by Lessor having to remove, relocate, handle, store, sell or dispose of Lessee's items described in this Section shall be paid for by Lessee.

SECTION 23. 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 Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Rent payable hereunder.

SECTION 24. NOTICES.

24.1 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, or by UPS or FEDEX with proof of receipt 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: Viterra USA Grain, LLC
1331 Capitol Ave
Omaha, NE 68102
Attention: Legal Department

WITH COPY TO: Viterra USA Grain LLC
505 East 7th Street
Dubuque, Iowa 52001
Attn: Jay Boucher

24.2 The address 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 25. MISCELLANEOUS.

25.1 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 26. DISPUTE RESOLUTION. Lessor and Lessee agree that prior to the commencement of any judicial proceeding for any controversy arising out of or relating to the construction or interpretation of this Lease, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ("AAA"). The parties shall divide equally all costs of mediation which shall be paid immediately upon billing by the mediation service.

SIGNATURE PAGE FOLLOWS

LESSOR:
CITY OF DUBUQUE, IOWA

By: _____
Brad Cavanagh, Mayor

Attest:

By: Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

LESSEE:
VITERRA USA GRAIN, LLC

By: _____

LIST OF EXHIBITS

EXHIBIT A Demised Premises through Premises Reduction Date

EXHIBIT A-1 Demised Premises beginning Premises Reduction Date

EXHIBIT B Lessee's New Improvements

EXHIBIT C Commercial Street (aka East 7th Street) Landscaping

EXHIBIT D Existing Storm Sewer – Proposed 7th Street Alignment

EXHIBIT E Rail Improvements

INSURANCE SCHEDULE A

EXHIBIT A

DEMISED PREMISES THROUGH THE PREMISES REDUCTION DATE



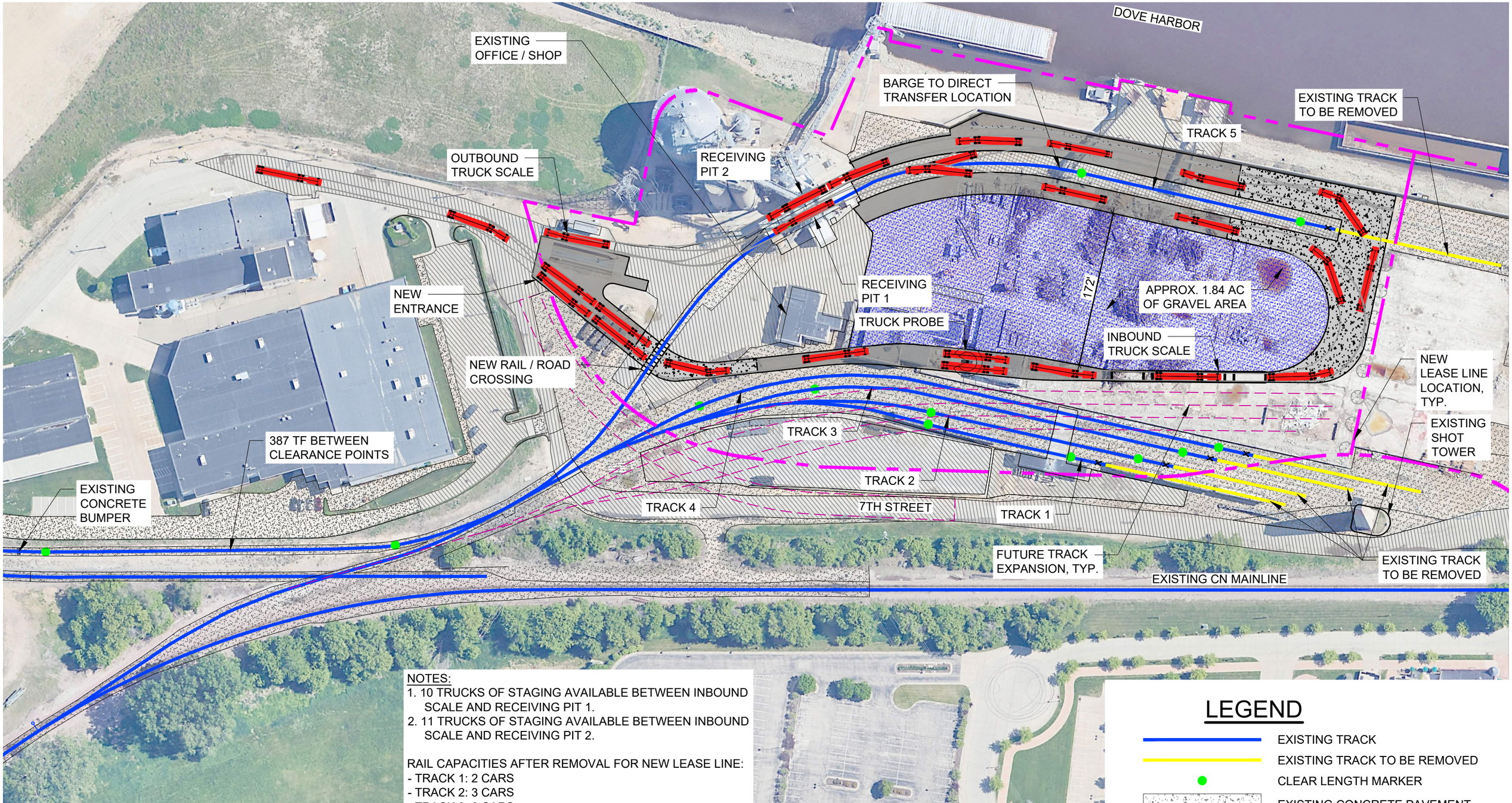
EXHIBIT A-1

DEMISED PREMISES BEGINNING ON THE PREMSIES REDUCTION DATE



EXHIBIT B

LESSEE'S NEW IMPROVEMENTS



NOTES:
1. 10 TRUCKS OF STAGING AVAILABLE BETWEEN INBOUND SCALE AND RECEIVING PIT 1.
2. 11 TRUCKS OF STAGING AVAILABLE BETWEEN INBOUND SCALE AND RECEIVING PIT 2.

RAIL CAPACITIES AFTER REMOVAL FOR NEW LEASE LINE:
- TRACK 1: 2 CARS
- TRACK 2: 3 CARS
- TRACK 3: 6 CARS
- TRACK 4: 9 CARS
- TRACK 5: 4 CARS FROM DT POINT TO END OF TRACK

THIS LAYOUT PROVIDES THE ABILITY TO CONSTRUCT THE FUTURE 7TH STREET / RAIL EXPANSION WITHOUT HAVING TO MOVE THE INBOUND TRUCK SCALE / PROBE. SEE 2/EX22 FOR AN OVERLAY OF AN ALTERNATE SCALE / ROAD LAYOUT.

LEGEND

- EXISTING TRACK
- EXISTING TRACK TO BE REMOVED
- CLEAR LENGTH MARKER
- EXISTING CONCRETE PAVEMENT
- EXISTING BITUMINOUS PAVEMENT
- EXISTING GRAVEL PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED GRAVEL PAVEMENT

SITE LAYOUT EXHIBIT
DUBUQUE, IA

VAA

PROJECT: 220704
12/12/2025

NORTH

1
EX22

SITE LAYOUT - OPTION 1

1"=100'

0 100' 200' 300'

Example Fencing Improvements

(Exhibit B Continued)



Example Tree Line Improvements (Arborvitae Variety)

(Exhibit B Continued)



Example of Proposed Shop

(Exhibit B Continued)



EXHIBIT C

COMMERCIAL STREET (aka EAST 7TH STREET) LANDSCAPING







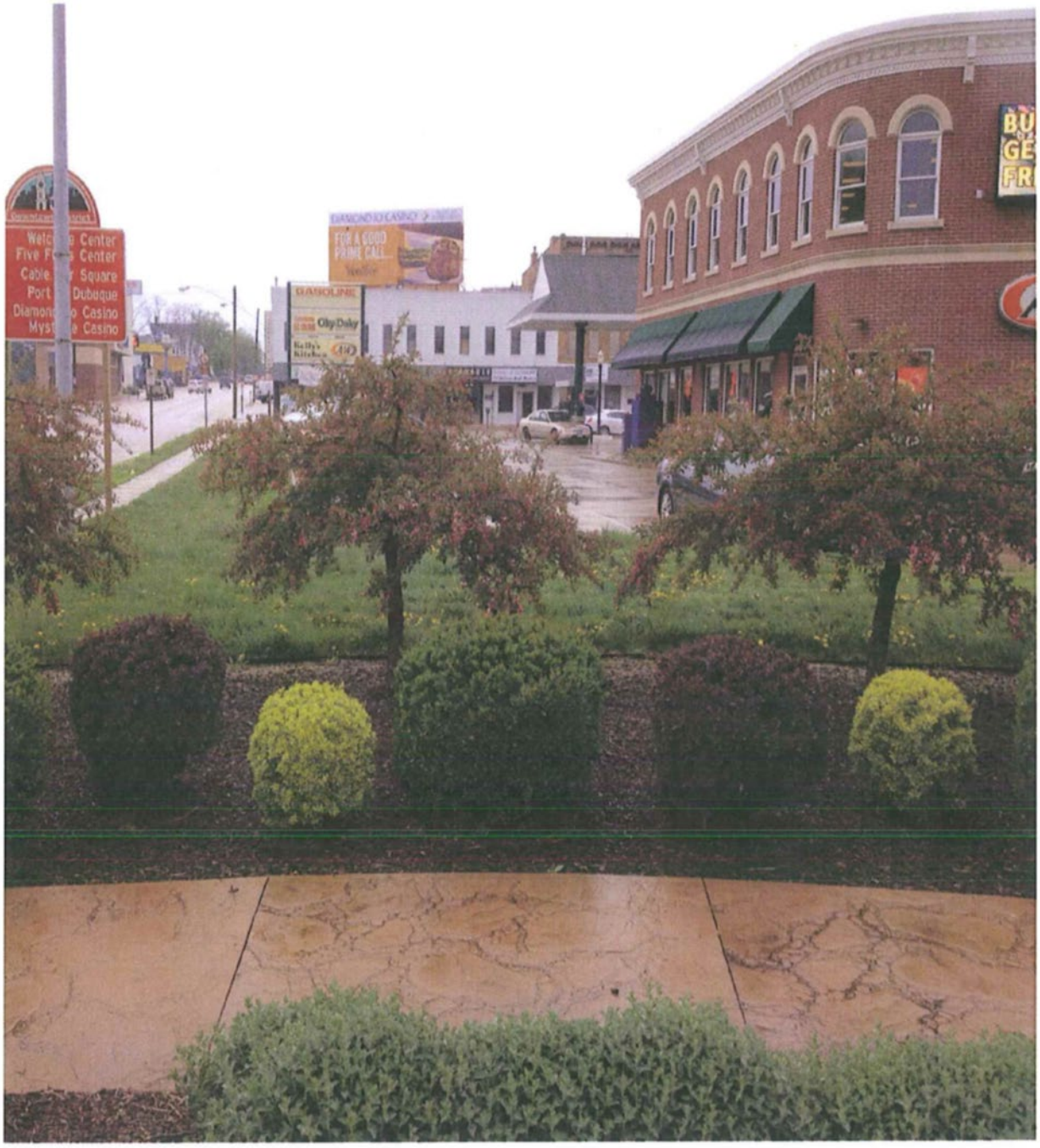

Center
Center
Square
Dubuque
Casino
Casino
FOR A GOOD
PRIME CALL
GASOLINE
Olly Dolly

EXHIBIT D

EXISTING STORM SEWER – PROPOSED 7TH STREET ALIGNMENT

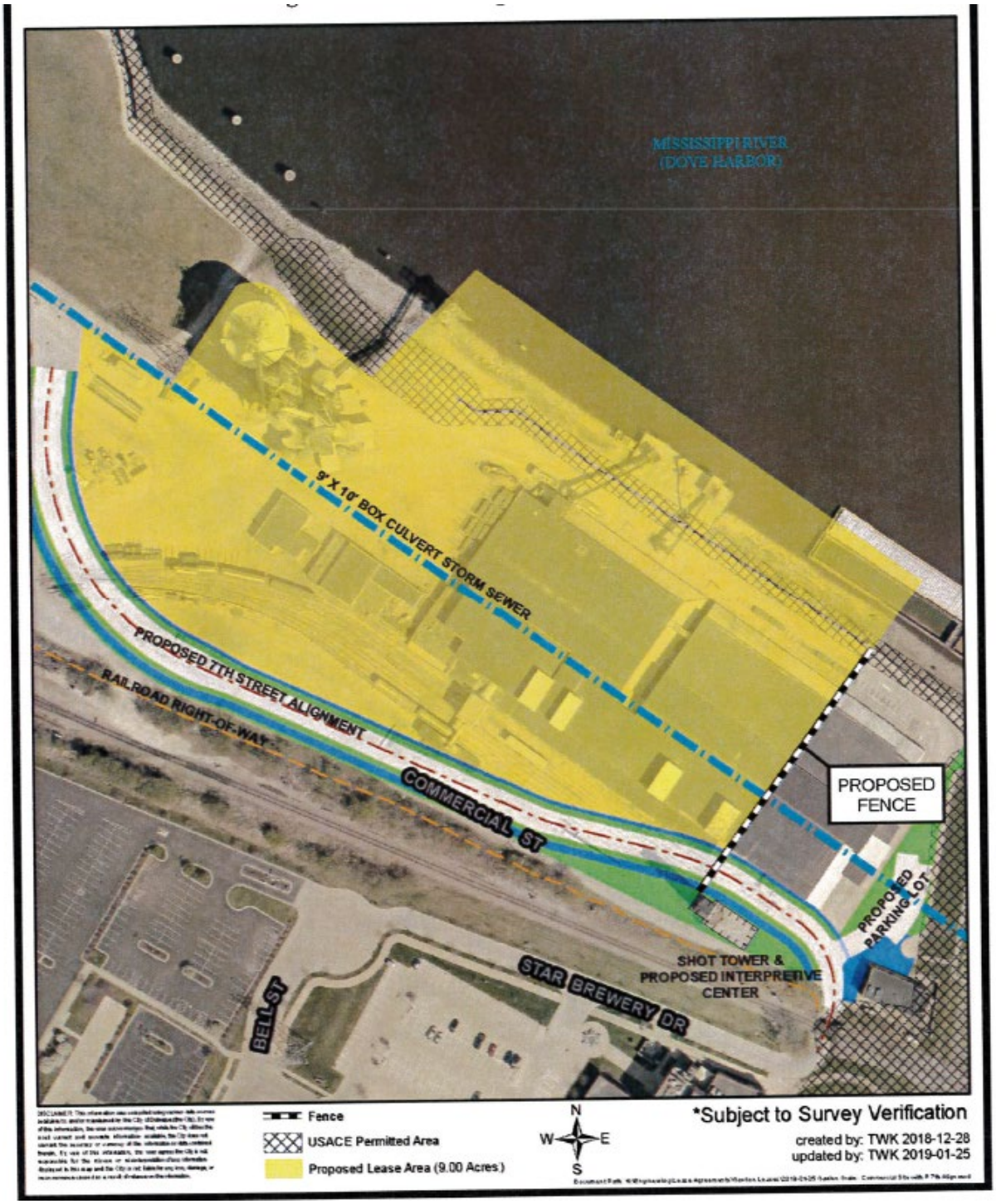
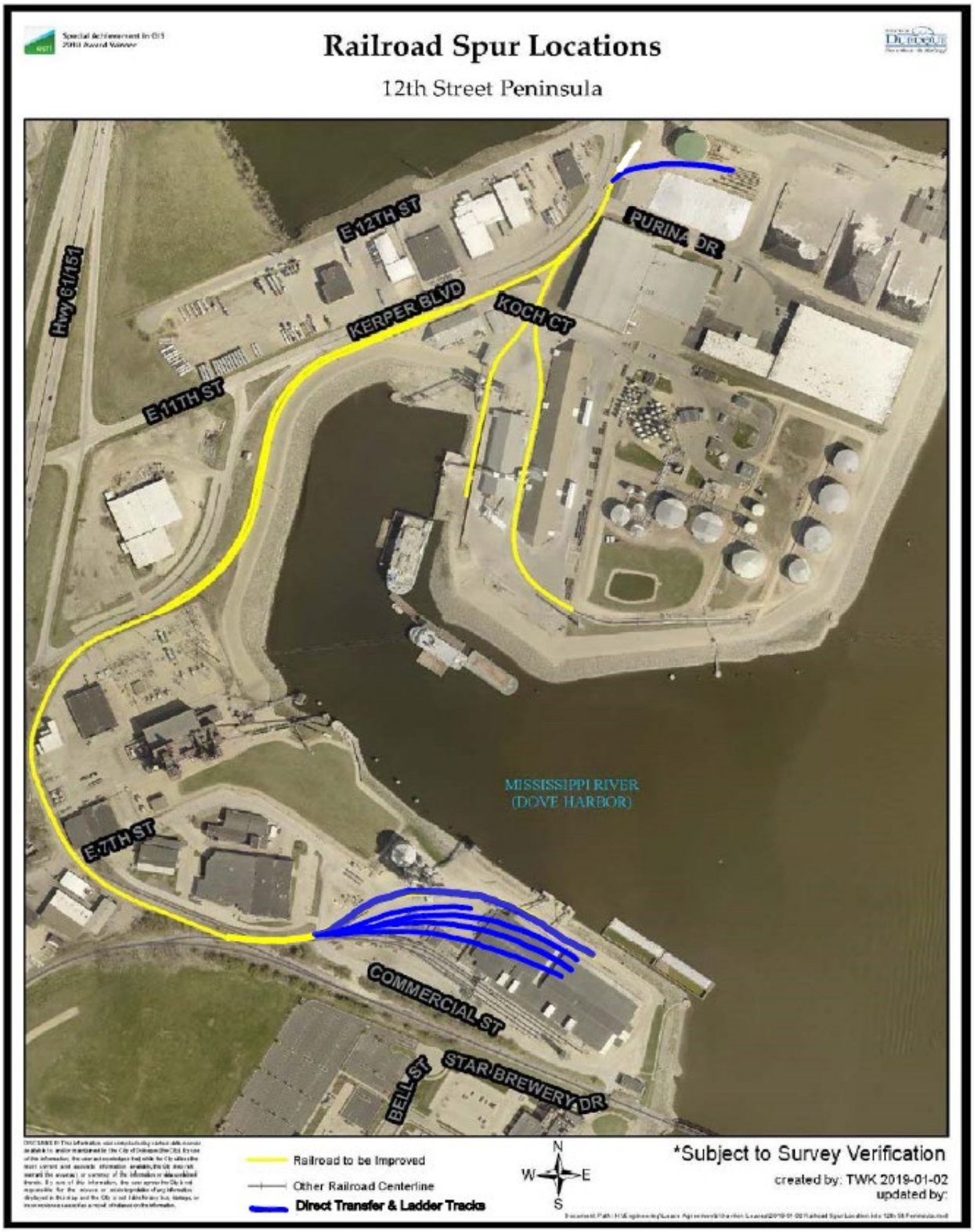


EXHIBIT E

RAIL IMPROVEMENTS



INSURANCE SCHEDULE A

1. Gavilon Grain, LLC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Lease Agreement dated as of July 1, 2020.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to certificate.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General 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 0001, 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.
5) If lessee, licensee, or permittee utilizes Trikkes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: _X_ 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.

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

_X_ yes ___no

Evidence of property coverage provided: ___ yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

_X_ yes ___ no

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

F) FLOOD INSURANCE

_X_ yes ___ no

Full replacement value.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Prepared by Tracy Schadle, 50 W. 13th St, Dubuque, IA 52001, (563) 690-6113
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

SETTING A PUBLIC HEARING TO CONSIDER THE FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND BUNGE USA GRAIN, LLC FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA

WHEREAS, The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated May 5, 2025, with Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC) under which Bunge USA Grain, LLC (Bunge) leases the following-described real property located on Commercial Street (aka East Seventh Street) in Dubuque County, Iowa (the Property):

as shown on Exhibit A attached to the Amended and Restated Lease Agreement

WHEREAS, Bunge and City wish to amend the Amended and Restated Lease Agreement with the First Amendment to the Amended and Restated Lease Agreement attached hereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Amended and Restated Lease Agreement, subject to the required public hearing.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed First Amendment to the Amended and Restated Lease Agreement, to be held on the 2nd day of February, 2026 at 6:30 p.m. at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed First Amendment to the Amended and Restated Lease Agreement between City of Dubuque and Bunge USA Grain, LLC.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the First Amendment to the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Bunge USA Grain, LLC.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, 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 2nd day of February, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 20th day of January 2026.

Adrienne N. Breitfelder, CMC, City Clerk

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January 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING
 # 3.

ITEM TITLE:	Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2026.1
SUMMARY:	City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of creating an Amended and Restated Urban Renewal Plan, Version 2026.1 for the Greater Downtown Urban Renewal Area and any other applicable updating that may be necessary, and set the public hearing on the proposed plan for February 16, 2026. **RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan, Version 2026.1, For The Greater Downtown Urban Renewal Area And Setting The Date For A Public Hearing And Consultation On The Proposed Amended And Restated Urban Renewal Plan, Version 2026.1, For Said Area
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Notice of Hearing
4. Attachment A - Map
5. Attachment D - Legal Description
6. Resolution of Necessity

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2026.1

DATE: January 13, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution of Necessity that begins the process of creating an Amended and Restated Urban Renewal Plan, Version 2026.1 for the Greater Downtown Urban Renewal Area and any other applicable updating that may be necessary.

A City Council public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2026.1 will be scheduled for February 16, 2026.

The proposed Amended and Restated Urban Renewal Plan would expand the district to include the Old Mercy Subarea. This Subarea is being created to include the parcel located at 440 W 3rd Street.

The building at 440 W. 3rd St. is the original Mercy Hospital and a vital part of Dubuque's history. Built by the church for the Sisters of Mercy, it remains architecturally and culturally significant. It's the first building visible up the south side of 3rd Street from Bluff, and it directly faces the side and rear of the cathedral, with the church parking lot backing up against the property. Though the building is currently condemned due to long-term neglect, with the rear addition at risk of collapse, a developer has plans to reconstruct the addition and rehabilitate this historic building. The rehabilitation plans will include six units with larger multi-bedroom layouts ideal for professionals and workforce housing in a prime downtown location.

Expanding the Area to include 440 W 3rd St. is essential to making proper rehabilitation financially viable, given the complexity of the addition and increased construction costs. Adding the Old Mercy Subarea will allow the City and private developer to collaborate to address blighted conditions and allow for future development opportunities that strengthen downtown. The 440 W 3rd Street parcel was previously omitted from the Area as there were not redevelopment plans for the property.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: **Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2026.1**

DATE: January 5, 2026

INTRODUCTION

This memorandum asks the City Council to start the process of updating the Greater Downtown Urban Renewal Plan (the Plan). The update will do two things: (1) expand the Greater Downtown Urban Renewal Area (the Area) to include a new Old Mercy Subarea, and (2) formally include previously approved projects as part of the Plan's public purpose activities. This step is necessary to allow the City to use Tax Increment Financing (TIF) to support redevelopment and remove blight in these areas.

TIF allows the City to reinvest future property tax growth back into the Area to fund improvements and encourage private investment.

BACKGROUND

The Area was originally established in 1967. It has been updated several times to help revitalize key parts of the downtown by expanding the Area. Each update has allowed the City to address blighted conditions and attract new development.

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 "Urban Renewal", a resolution of necessity must be adopted finding that the area being considered for Urban Renewal Area designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

DISCUSSION

The proposed Amended and Restated Urban Renewal Plan would expand the district to include the Old Mercy Subarea. This Subarea is being created to include the parcel located at 440 W 3rd Street.

The building at 440 W. 3rd St. is the original Mercy Hospital and a vital part of Dubuque's history. Built by the church for the Sisters of Mercy, it remains architecturally and culturally significant. It's the first building visible up the south side of 3rd Street from Bluff, and it directly faces the side and rear of the cathedral, with the church parking lot backing up against the property. Though the building is currently condemned due to long-term neglect, with the rear addition at risk of collapse, a developer has plans to reconstruct the addition and rehabilitate this historic building. The rehabilitation plans will include six units with larger multi-bedroom layouts ideal for professionals and workforce housing in a prime downtown location.

Expanding the Area to include 440 W 3rd St. is essential to making proper rehabilitation financially viable, given the complexity of the addition and increased construction costs. Adding the Old Mercy Subarea will allow the City and private developer to collaborate to address blighted conditions and allow for future development opportunities that strengthen downtown. The 440 W 3rd Street parcel was previously omitted from the Area as there were not redevelopment plans for the property.

The attached resolution directs staff to prepare an Amended and Restated Urban Renewal Plan, Version 2026.1, to expand the district to include the Old Mercy Subarea, and include previously approved projects under the public purpose activities, as required by Iowa Code Chapter 403, along with a consultation process that provides the Dubuque County and Dubuque Community School District an opportunity to comment on the proposed Amended and Restated Urban Renewal Plan, Version 2026.1 prior to the required City Council public hearing. State law requires the City to consult with other taxing entities, such as Dubuque County and the School District, before the public hearing. This ensures transparency and gives them a chance to provide input.

Additionally, to the extent the Plan includes the use of tax increment revenues for a public building, an analysis must be provided demonstrating alternative development and funding options for such public buildings.

A City Council public hearing on the proposed Amended and Restated Urban Renewal Plan, Version 2026.1 will be scheduled for February 16, 2026. The public notice will be published within the required four-to-twenty days before the meeting which will allow time

for preparation of the Amended and Restated Urban Renewal Plan, Version 2026.1, preparation of the public building analysis (if applicable), and the consultation process with the taxing entities.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of creating an Amended and Restated Urban Renewal Plan, Version 2026.1 for the Greater Downtown Urban Renewal Area and any other applicable updating that may be necessary. This will start the process of updating the Urban Renewal Plan so we can use TIF to remove blight, attract investment, and support downtown redevelopment.

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 16th day of February, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes adopting the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Greater Downtown Urban Renewal Area ("the Area") to expand the Area to create a new Old Mercy Subarea, and to add projects to the Public Purpose Activities.

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://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.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, TDD (563) 690-6678, ctyclerk@cityofdubuque.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 20th day of January 2026.

Adrienne N. Breitfelder, City Clerk

ATTACHMENT A 2026.1 GREATER DOWNTOWN URBAN RENEWAL AREA OLD MERCY

- Greater Downtown Urban Renewal Area Boundary
- 15th Street
- Almond Street
- Bluff Street
- Cable Car
- Chaplain Schmitt
- Dubuque Brewing & Malting
- East 7th Street
- Harrison Street
- Hawthorne Street Subarea
- Holy Ghost
- Ice Harbor A
- Ice Harbor B
- Ice Harbor C
- Industrial Harbor
- Kerper Boulevard
- Locust Street Subarea
- Lower Kaufmann
- North End
- North Kerper
- North Peru Road Subarea
- Old Main
- Old Mercy
- Quebecor
- Roosevelt Street Subarea
- South Bluff Street
- South Main
- South Port
- Stafford St Subarea
- Town Clock
- Town Clock Expansion
- University Avenue Corridor
- Upper Main
- Warehouse
- Washington Neighborhood
- West Locust Corridor



Old Mercy Subarea of the District shall include the following described properties:

Lot 2 of City Lot 607; and
All that part of the Third Street Right of Way adjacent to Lot 2 of City Lot 607 and lying south of the centerline of West Third Street

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Greater Downtown Urban Renewal District

Updated July 23, 2024
District Boundary Description by Subarea

1. Town Clock Subarea of the District shall include that area described as follows: Beginning at the intersection of the north right-of-way line of Ninth Street with the east right-of-way line of Central Avenue; thence south along the east right-of-way line of Central Avenue to its intersection with the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street to its intersection with the west right-of-way line of Locust Street; thence north along the west right-of-way line of Locust Street to its intersection with the north right-of-way line of Ninth Street, but also including the adjacent City Lots 623 and 624 (Dubuque Museum of Art), the Locust Street Parking Ramp between 8th and 9th Streets and the former U.S. Federal Building located on City Lots 101, 102, 139, 140, and the N 54.5’ of City Lots 103 & 138, and the vacated alley between said lots; thence east along the north right-of-way line of Ninth Street to its intersection with the east right-of-way line of Central Avenue, and point of beginning, including all public rights-of-way.

2. Town Clock Expansion Subarea shall include the following described properties: South 1/2 of City Lot 167, City Lot 168 and City Lot 168A (Iowa Inn property); and Lots 1 & 2 of City Lots 204, 205, 206, 207 and 208, N. 23' of City Lot 263, S. 28.5' of City Lot 263, N. 1/2 of City Lot 262, S. 1/2 of City Lot 262, N. 1/2 of City Lot 261 (Parking Lot Number 1), all in the City of Dubuque, Iowa and any adjoining public right-of-way

3. Old Main Subarea of the District shall include that area generally bounded on the North by Fourth Street, on the West by Locust Street, on the South by the Locust Street Connector and on the East by the U.S. Highway 151/61 right-of-way, including all public rights-of-way.

4. Upper Main Subarea of the District shall include that area generally bounded on the North by Fourteenth Street, on the West by Locust Street but including City Lots658A, 659, 660, and the balance of City Lots 658 (Carnegie-Stout Public Library), on the South by the northerly boundary of the Town Clock Subarea and on the East by Central Avenue, and including all public rights-of-way.

5. Ice Harbor Subarea A of the District shall include that area generally bounded on the north by the public alley located between the vacated Fourth Street and Third Street, on the west by the Chicago, Central and Pacific Railroad right-of-way, on the south by East First Street and on the east by the municipal limits of the City of Dubuque, Iowa and including any adjoining public right-of-way.

6. Ice Harbor Subarea B of the District shall include that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by

the municipal limits of the City of Dubuque including any adjoining public right-of-way.

7. Ice Harbor Subarea C of the District shall include Lot 1-2 and Lot 2-2 of Adams Company's 4th Addition, and all that part of Lot 2-1 of Adams Company's 4th Addition lying west of the northerly extension of the westerly line of the Balance of Lot 3 of Adams Company's 2nd Addition, in the City of Dubuque, Iowa including any adjoining public right-of-way.

8. Warehouse Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of 11th Street and Central Avenue in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of 11th Street to a point of intersection with the centerline of White Street; Thence northwesterly along the centerline of White Street to a point of intersection with the centerline of 12th Street; Thence northeasterly along the centerline of 12th Street and extension thereof to a point of intersection with the centerline of US Highways 151 and 61; Thence southwesterly along the centerline of US Highways 151 and 61 to a point of intersection with the centerline of 4th Street extended; Thence southwesterly along the centerline of 4th Street and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection with the centerline of 9th Street; Thence southwesterly along the centerline of 9th Street to a point of intersection with the westerly line of City Lot 259 extended southerly; Thence northwesterly along the westerly line of City Lot 259, and Lots 1 and 2 of the Subdivision of the South ½ of City Lot 261 and City Lot 260 to the southwest corner of the N ½ of City Lot 261; Thence northeasterly along the southerly line of the N ½ of City Lot 261 and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection of 11th Street also being point of beginning.

9. South Main Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at a point of intersection of the centerline of Locust Street with the Locust Street Connector in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of the Locust Street Connector to a point of intersection with the centerline of US Highways 52, 61, and 151; Thence southeasterly along the centerline of US Highways 52, 61, and 151 to a point of intersection with the centerline of the eastern section of Jones Street extended southwesterly; Thence southwesterly along said extension of the centerline of the eastern section of Jones Street to a point of intersection with the centerline of Main Street; Thence northwesterly along the centerline of Main Street to a point of intersection with the centerline of Jones Street; Thence northwesterly along the centerline of Jones Street to a point of intersection with the easterly line of Lot 2D of vacated Shields Street extended northerly; Thence southeasterly

along the easterly line of Lot 2D of vacated Shields Street to the southeasterly corner of said Lot 2D; Thence southwesterly along the southerly lines of Lot A and Lot 2D of vacated Shields Street and Lot 1 of 2 of City Lot 543 extended westerly to a point of intersection with the centerline of Locust Street; Thence northeasterly along the centerline of Locust Street to a point of intersection with the centerline of the Second Street Connector, also being the point of beginning.

10. South Port Subarea of the District shall include that area generally bounded by the following description: Beginning at a point of reference at the northwest corner of Lot 2 of AA Cooper Wagon Works Block in the City of Dubuque, Dubuque County Iowa, said point being on the southerly right of way line of East First Street; Thence southeasterly along the southerly right of line of East First Street and extension thereof to the municipal limits of the City of Dubuque; Thence southerly along said municipal limits to a point of intersection with the southern right of way line of Railroad Ave. extended easterly; Thence southwesterly along said right of way line extension there to the southeast corner of Lot A, Block 15 Dubuque Harbor Company's Addition; Thence northwesterly along the easterly line of said Lot A to the northerly right of way line of Railroad Ave., and south line of lot 1 of 5 of Block 27 Dubuque Harbor Company's Addition; Thence northwesterly along the westerly lines of lots 1 of 5, 1 of 4, 1 of 3, 1 of 2 and 1 of 1 of said Block 27 to the south line of lot 4A of said Block 17; Thence westerly to the easterly right of way line of vacated Water Street; Thence northwesterly along said easterly line to the southwesterly corner of lot 2 of said Block 17; Thence westerly along the extension of the southerly line of said Lot 2 to the westerly line of Vacated Water Street; Thence northerly along said westerly right of way line to the southerly corner of Lot 2 of Block 18 of Dubuque Harbor Company's Addition; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly right of way line of vacated Charter St; Thence southwesterly along said right of way line and extension thereof the centerline of South Main Street; Thence northwesterly along said centerline to the northerly line of Lot 5, Block 13 Dubuque Harbor Company's Addition extended northeasterly; Thence southwesterly along said line to the easterly line of Lots 7 and 8 of said Block 13; Thence southeasterly along the easterly lines of said Lots 7 & 8 and extension thereof to the centerline of Charter Street; Thence southwesterly along said centerline to the centerline of Salina Street; Thence northwesterly along said centerline to the northerly line of Lot 1 of Harrison Street Place No. 4 extended northeasterly; Thence southwesterly along the northerly lines of said Lot 1 of Harrison Street Place No. 4 extended to the westerly right of way line of Harrison St.; Thence northerly along the easterly line of Lot 3 of Raymond Baumhover Subdivision to the northeast corner of said Lot 3, thence westerly along the northerly line of said Lot 3 and westerly extension thereof to the centerline of relocated South Locust St; Thence northerly along said centerline to the centerline of Dodge St; Thence easterly along said centerline of Dodge Street to a point of intersection with the westerly line of Lot E of vacated Shields Street extended southerly; Thence northerly along said westerly line to the northwest corner of said lot E; Thence easterly along the north line of said lot E and Lot 6 Block 11 of Dubuque Harbor Company's Addition and extension thereof

to the centerline of Main Street; Thence southeasterly along the centerline of Main St. to the centerline of Dodge Street; Thence easterly along the centerline of Dodge St to the intersection of Highway 61/151; Thence northwesterly along said centerline to a point of intersection with the southerly right of way line of East First Street; Thence southeasterly along said right of way line to the point of beginning.

11. Cable Car Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Second Street and Locust Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of First Street; Thence southwesterly along the centerline of First Street to a point of intersection with the centerline of Bluff Street; Thence northwesterly along the centerline of Bluff Street to a point of intersection with the centerline of Emmett Street; Thence southwesterly along the centerline of Emmett Street to a point of intersection with the centerline of St. Mary's Street; Thence northwesterly along the centerline of St. Mary's Street and to a point of intersection with the northerly line of Cathedral Center extended southwesterly; Thence northeasterly along the northerly line of Cathedral Center to a point of intersection with the westerly right of way line of Bluff Street; Thence northwesterly along said westerly right of way line of Bluff Street and extension thereof to a point of intersection with the centerline of Third Street; Thence southwesterly along the centerline of Third Street to a point of intersection with the westerly line of Lot 1 of the East 78 ft. of the South 100 ft. of Lot 4 of City Lot 692 extended southerly; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Fenelon Point Subdivision; Thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 2 of 2 of City Lot 692;Thence northwesterly along said westerly line and westerly line of Lot 1 of 2 of City Lot 692 to a point of intersection with the southerly right of way line of W. Fourth Street; Thence northeasterly across W. Fourth Street to the southwest corner of Lot 1 of Evan's Place, said point also being on the northerly right of way line of W. Fourth Street; Thence northwesterly along the west line of said Lot 1 to the southeast corner of Lot 34 of Cooper Heights Addition; Thence continuing northwesterly along the easterly line of Lots 34, 35, 36 and 37 of Cooper Heights Addition to a point of intersection with the southerly right of way line of W. Fifth Street; Thence northeasterly to a point of intersection in the centerline of W. Fifth Street approximately 270 feet southwesterly of the centerline of Bluff Street; Thence northwesterly along the centerline of W. Fifth Street to a point of intersection with the southerly line of Coriell's Dubuque also being the northerly right of way line of W. Fifth Street; Thence northeasterly along said right of way line of W. Fifth St. to the southwest corner of Lot 1 of City Lot 690;Thence northwesterly along the westerly line of said Lot 1 to the northwest corner of said Lot 1;Thence northeasterly along the northerly line of said Lot 1 to the northeast corner of said Lot 1;Thence southeasterly along the easterly line of said Lot 1 to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City lot 617;Thence northeasterly along said northerly line and extension thereof

to a point of intersection with the centerline of Bluff Street; Thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 10 ft. of City Lot 138 extended southwesterly; Thence northeasterly along said northerly line and northerly line of the south 10 ft. of the south 34.6 ft. of City Lot 103 and extension thereof to a point of intersection with the centerline of Locust Street; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of Second Street, said point being the point of beginning.

12. Bluff Street Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of W. Sixth Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City Lot 617 extended southeasterly; thence southwesterly along said northerly line to the easterly line of Lot 1 of City Lot 690; thence northwesterly along the easterly line of said Lot 1 to the northeast corner of said Lot 1; thence southwesterly along the northerly line of said Lot 1 to the northwest corner of said Lot 1; thence southeasterly along the westerly line of said Lot 1 to a point of intersection with northerly right of way line of W. Fifth Street; thence southwesterly along said right of way line of W. Fifth St. to the southeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence northwesterly 73' along the easterly line of said South 73' of Lot 13 of Coriell's Dubuque to the northeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence southwesterly along the northerly line of said South 73' of Lot 13 of Coriell's Dubuque to a point of intersection with westerly line of Lot 13 of Coriell's Dubuque; thence northwesterly along said westerly line of Lot 13 to a point of intersection with the southerly line of Lot 33 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 33 to a point of intersection with the westerly line of Lot 14 of Coriell's Dubuque' thence northwesterly along said westerly line of said Lot 14 to a point of intersection with the southerly line of Lot 34 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 34 to the easterly line of Coriell's Dubuque; thence northwesterly along said easterly line Lots 34, 35, 36, 37, 38, and 44 of Coriell's Dubuque to the northwest corner of the North 50' of Lot 1 of Lot 1 of City Lot 653; thence northeasterly along the northerly line of said North 50' of Lot 1 of Lot 1 of City Lot 653 to the southeast corner of Lot 1 of McKinlay's Subdivision; thence northwesterly along said easterly line of said Lot 1 and extension thereof to a point of intersection with the centerline of West Eighth Street; thence northwesterly along said centerline of West Eighth Street to a point of intersection with the westerly line of Lot 1 of the Subd'n. of City Lot 688 and part of City Lot 654 extended southerly; thence northwesterly along said westerly line of Lot 1 and extension thereof northerly to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; thence northwesterly along said westerly right of Lot 2 of Lot 12 to the northwest corner of said Lot; thence northeasterly along

the northerly line of said Lot 2 of Lot 12 to the northeast corner of said Lot; thence southeasterly along said easterly line of said Lot 2 of Lot 12 to the southwest corner of Lot 1 of Lot 11 of Central Addition; thence northeasterly along the southerly line of Lot 1 of Lot 11 and Lot 1 of Lot 10 of Central Addition to a point of intersection with the westerly line of Lot 1 of Lot 9 of Central Addition; thence northwesterly along said westerly line of Lot 1 of Lot 9 to a point of intersection with the southerly right of way line of a public alley in Central Addition; thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 1 of 1 of 10 of Lorimer's Subdivision; thence northwesterly along said westerly line of said Lot 1 of 1 of 10 to the northerly line of Lorimer's Subdivision; thence northeasterly along the northerly line of Lorimer's Subdivision to the southeast corner of a public alley between Corkery's Subdivision and City Lot 655; thence northwesterly along the easterly right of way line of said alley to a point of intersection with West Eleventh Street; thence southwesterly along centerline of West Eleventh Street to a point of intersection with the centerline of Grove Terrace; thence northwesterly along centerline of Grove Terrace to a point of intersection with the northerly right of way line of Arlington Street; thence northeasterly along the northerly right of way line of Arlington Street to the southeast corner of City Lot 769B; thence northwesterly along the easterly line of said City Lot 769B to a point of intersection with the southerly line of Lot 3 of Brown's Subdivision; thence southwesterly along the southerly line of said Lot 3 to the southwest corner of said lot; thence northwesterly along the westerly line of said Lot 3 and extension thereof to a point of intersection with the centerline of Loras Boulevard; thence northeasterly along said centerline to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of W. Eleventh Street; thence southwesterly along the centerline of W. Eleventh Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the extension of the southerly line of City Lot 658A; thence northeasterly along the southerly line of City Lot 658A extended and the southerly line of City Lot 658, except the southerly one foot thereof, extended to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline of West Eighth Street; thence northeasterly along the centerline of West Eighth Street to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the northerly line of City Lot 624 extended northeasterly; thence southwesterly along the northerly line of City Lot 624 extended southeasterly to the centerline of a public alley; thence southeasterly along the centerline of a public alley to a point of intersection with the centerline of W. Seventh Street; thence northeasterly along the centerline of W. Seventh Street to a point of intersection with Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with West Sixth Street; thence

southwesterly along the centerline of West Sixth Street to a point of intersection with Bluff Street said point being the point of beginning.

13. South Bluff Street Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Emmett Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline W. First Street; thence southwesterly along the centerline W. First Street to the centerline of Bluff Street; thence southwesterly along the centerline of Bluff Street to a point of intersection with the centerline Dodge Street; thence southwesterly along the centerline Dodge Street to a point of intersection with the easterly line of Lot 3 of City Lot 694 extended southeasterly; thence northwesterly along the easterly line of said Lot 3 of City Lot 694 and Lot 1-1 and 2-1 of City Lot 694 to the southwest corner of Lot 1-2 of City Lot 694; thence northeasterly along said southerly line of said Lot 1-2 of City Lot 694 to the southeast corner of said Lot; thence northwesterly along said easterly line of Lot 1-2 of City Lot 694 to a point of intersection with the southerly line of Lot 12 of Saint Raphael's Addition; thence northeasterly along said southerly line of said Lot 12 and extension thereof to the centerline of St. Mary's Street; thence northwesterly along the centerline of St. Mary's Street to a point of intersection with the centerline of Emmett St.; thence northeasterly along the centerline of Emmett St. to centerline of Bluff Street, said point being point of beginning.

14. Kerper Boulevard Subarea of the district shall include the following described properties: Lot 1-2, Lot 2-2, Lot 2A, Lot 3 and Lot 6 all in Kerper Industrial Park in the City of Dubuque, Dubuque County, Iowa, also including the entire right of way of Kerper Court and the westerly portion of Kerper Boulevard right of way from the abutting Kerper Court right of way and Lot 3 of Kerper Industrial Park to the centerline of Kerper Boulevard.

15. Washington Neighborhood Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Central Avenue and Loras Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southwesterly along the centerline of Loras Boulevard to a point of intersection with the westerly line of Lot 3 of Brown's Subdivision extended northerly; Thence northerly to the southwest corner of Lot 2-3 of City Lot 667; Thence northwesterly along the westerly line of said Lot 2-3; Thence northeasterly along the northerly line of said Lot 2-3 to a point of intersection with the southeasterly line of Lot 1-3 of City Lot 667; Thence northeasterly along the said southeasterly line to the northeast corner of said Lot 1-3; Thence southwesterly along the northerly line of said Lot 1-3 to a appoint of intersection with the easterly right of way line of Montrose Terrace; Thence northwesterly along said the easterly right of way line to a point of intersection with the easterly right of way line of a public alley between D. N. Cooley's Subdivision and Fairview

Subdivision; Thence continuing northwesterly along said the easterly alley line to a point of intersection with the southerly right of way line of W. 17th Street; Thence northwesterly crossing W. 17th St. to the most easterly corner of Lot 2-1-1-2 of City Lot 670, said point being at the point of intersection of the north right of way of W. 17th St. and westerly right of way line of W. Locust St.; Thence southwesterly along the north right of way of W. 17th St. to southeast corner of Lot 1-2-2 of City Lot 670; Thence northwesterly along the easterly lines of Lot 1-2-2 and Lot 2-2-2 of City Lot 670 to a point of intersection with the southerly right of way line of Clark St.; Thence northwesterly crossing Clark St. to the southeasterly corner of Welsh Place; Thence northwesterly along the easterly line of said Welsh Place to the northeast corner thereof; Thence southwesterly along the northerly line of said Welsh Place to a point of intersection with the easterly right of way line of a public alley along the westerly side of A. L. Bowen's Subdivision; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Angella Street; Thence southwesterly along said southerly right of way line to the northeast corner of Lot 12 of Gilliam's Subdivision; Thence northwesterly crossing Angella St. to the most southerly corner of Lot 1 of Gilliam's Subdivision said point being on the northerly right of way line of Angella St.; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of Alvin Haas Place; Thence southwesterly along the southerly line of Lot 1 and Lot 2 of Alvin Haas Place and the southerly line of the Westerly 40 feet of Lot 3 of Quigley's Subdivision of Out Lot 710 to the most easterly corner of Lot 24 of Quigley's Subdivision of Out Lot 710; Thence westerly along the southerly boundary of Lots 4 through Lots 15 of Quigley's Subdivision Out Lot 710 and the southerly line of Lots 9A, 10 and 11 of Quigley's Subdivision Out Lot 711 to a point of intersection with the easterly right of way line of Pierce Street; Thence northerly along said easterly right of way line and extension thereof to a point of intersection with the northerly right of way line of W. Locust Street; Thence easterly along said northerly right of way line to the easterly right of way line of Foye Street; Thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line of a public alley lying between Almond and W. Locust Sts.; Thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; Thence southeasterly along said westerly right of way line to a point of intersection with the northerly right of way line of W. Locust Street; Thence southeasterly crossing Ellis St. to a point of intersection with the easterly right of way line of Ellis St. at the southerly right of way line of Dorgan Place; Thence easterly along said southerly right of way line of Dorgan Place to the northeast corner of Lot 1A of Dorgan's Subdivision No. 2; Thence easterly crossing Dorgan Place to the southwest corner of Lot 5-2 of City Lot 673; Thence northerly along the westerly line of said Lot 5-2 to the northwest corner thereof; Thence easterly along the northerly line of said Lot 5-2 to a point of intersection with the westerly right of way line of Madison Street; Thence easterly crossing Madison St. to the most westerly corner of Lot A-2-1 of City Lot 674, said point being on the easterly right of way line of Madison St. Thence easterly along the northerly line of said Lot A-2-1 to a point of intersection with the easterly right of way line of Main Street; Thence northerly along said

easterly right of way line to the northwest corner of Lot 2-1 of City Lot 674; Thence easterly and continuing northeasterly along the northerly lines of Lot 2-1, Lot 2-2, Lot 2-1-3, Lot 1-2-3 all of the subdivision of City Lot 674 to a point of intersection with the westerly line of Lot 4 of City Lot 674; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Lot 1-1-2 of Duncan's Subdivision; Thence northeasterly along said southerly line and southerly line of Lot 1 and Lot 2 of M. A. Rebman's Subdivision and extension thereof to a point of intersection with the easterly right of way line of Heeb Street; Thence northwesterly along said easterly right of way line to a point of intersection with the northerly right of way line of Clarke Drive; Thence northwesterly along said northerly right of way line to a point of intersection with the easterly right of way line of Heeb Street lying between Central Avenue and Shelby Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Kaufmann Avenue; Thence easterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of a public alley lying between Central Ave. and Francis Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of W. 23rd Street; Thence southwesterly along said southerly right of way line to the northwest corner of the East One-Half of Lot 11 of Tivoli Addition; Thence northwesterly crossing W. 23rd St. to the southwesterly corner of Lot 1 of Valeria Place No. 2; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of said Valeria Sub. No. 2; Thence southwesterly along the southerly line of said Lot 2 to the southwest corner thereof; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly line of Lot 2-1 of Valeria Place; Thence northeasterly along said southerly line to the southeasterly corner of said Lot 2-1; Thence northwesterly along the easterly line of said Lot 2-1 the northeast corner thereof, said point also being the southeasterly right of way line of Carr St.; Thence northwesterly along the easterly right of way line of Carr St. to a point of intersection with the southerly right of way line of W. 24th Street; Thence northeasterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of Division Street; Thence northwesterly along said easterly right of way line to the northwest corner of Lot 8 of Wullweber's Subdivision; Thence southwesterly along the southerly line of John King's Subdivision to the southwest corner of the West 33.98 feet of Lot 1-6 of John King's Subdivision; Thence northwesterly along the westerly line of the West 33.98 feet of Lot 1-6 of John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said West 33.98 feet to the southwest corner of Lot 1 of the East 329.98 feet of Lot 8 of John King's Subdivision; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of the NE1/4 of said Lot 8; Thence southwesterly along said southerly line to the southwest corner of said NE1/4 of Lot 8; Thence northwesterly along the westerly lines of the NE1/4 of Lot 8, the SE1/4 of Lot 10, the NE1/4 Lot 10 and the E1/2 of Lot 12 all in John King's Subdivision to the northwest corner of said E1/2 of Lot 12; Thence northeasterly along the northerly line of said E1/2 of Lot 12 to the southwest corner of Lot 1-1-1

of the E1/2 of Lot 14 in John King's Subdivision; Thence northwesterly along the westerly lines of Lot 1-1-1 of the E1/2 of Lot 14 John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said Lot 1-1-1 to a point of intersection with the westerly right of way line of Central Avenue; Thence northeasterly crossing Central Avenue to a point of intersection of the easterly right of way line of Central Avenue and the northerly right of way line of E. 25th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 24th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Windsor Avenue; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 22nd Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of Stafford Street; Thence northeasterly crossing Stafford Street to a point of intersection of the easterly right of way line of Stafford Street and the northerly right of way line of Thomas Place; Thence southeasterly along said easterly right of way line of Stafford Street and extension thereof to a point of intersection with the southerly right of way line of Garfield Avenue; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of Stafford Street extended southeasterly; Thence southeasterly along the centerline of Stafford Street extended to a point of intersection with the northwesterly line of Lot 2-2 of Kerper Industrial Park; Thence southwesterly along said northwesterly line of Lot 1-2 of Kerper Industrial Park to the northernmost point of Lot 1 of Kerper Industrial Park; Thence southwesterly along the westerly line of said Lot 1 to a point of intersection with the northerly right of way line of E. 16th Street; Thence southwesterly along said northerly right of way line to the easterly right of way line of Pine Street; Thence southeasterly crossing E. 16th Street along said easterly right of way of Pine St. extended to a point of intersection with the southerly right of way line of E. 16th St.; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street; Thence southwesterly along said northerly right of way line to a point of intersection with the westerly right of way line of Elm Street; Thence southeasterly along said westerly right of way of Elm Street and extension thereof to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along the said centerline of E. 12th Street to a point of intersection with the centerline of White Street; Thence southeasterly along said centerline of White Street to a point of interjection with the centerline of E. 11th Street; Thence southwesterly along said centerline of E. 11th Street to a point of intersection with the centerline of Central Avenue; Thence northwesterly along said centerline of Central Avenue to a point of intersection with the centerline of Loras Boulevard, said point being the point of beginning.

16. Industrial Harbor Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerline of E. 12th Street and the westerly right of way of Elm Street extended southeasterly, in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along said westerly right of way line of Elm Street and extension thereof to a point of intersection with the northerly right of way line of E. Fifteenth Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line and extension thereof to the northerly right of way line of E. 16th Street; Thence northeasterly along said northerly right of way line to the southwest corner of Lot 1 of Kerper Industrial Park; Thence northwesterly and continuing northeasterly along the westerly line of said Lot 1 to the most northerly corner thereof; Thence southwesterly along the westerly lines of Lot 1-2 and Lot 2A of Kerper Industrial Park to the southwest corner of said Lot 2A; Thence northeasterly along the southerly line of said Lot 2A to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 2A to the southwest corner of Lot 6 of Kerper Industrial Park; Thence northeasterly along the southerly line of said Lot 6 to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 6 to the northeast corner thereof and point of intersection with the southerly right of way line of Kerper Court; Thence northeasterly along said southerly right of way line and extension thereof to a point of intersection with the centerline of Kerper Blvd; Thence northwesterly along said centerline to a point of intersection with the northerly line of Lot 3 of Kerper Industrial Park extended easterly; Thence northwesterly along said extended line to the northeast corner of said Lot 3, said point also being on the westerly right of way line of Kerper Blvd.; Thence northerly along said right of way line to a point of intersection with the northeasterly right of way line of Fengler St.; Thence southeasterly along the extension of said northeasterly right of way line crossing Kerper Blvd. to a point of intersection with the westerly line of Lot 1A of Block 7 River Front Subdivision No. 3, said point being on the easterly right of way line of Kerper Blvd.; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 16th Street; Thence southeasterly crossing E. 16th Street to a point of intersection of the south right of way line of E. 16th St. and the east right of way line of Kerper Blvd.; Thence northeasterly along the southerly right of way line of E. 16th St. to a point of intersection with the westerly shore of Peosta Channel; Thence southeasterly continuing along the westerly shore of Mississippi River adjacent to the following: Kerper Blvd., River Front Subdivision No. 2, Part of Government Lot 3, Section 19, T89N, R3E, 5th P.M., Parts of Congressional Lot 8 in Section 19, T89N, R3E, 5th P.M, Dubuque Harbor Improvement Company's Addition, and River Front Subdivision No. 1, to a point of intersection with the northerly line of Ice Harbor Urban Renewal Subarea B, described as "that area

generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way; Thence northwesterly and continuing southwesterly along the northerly and westerly sides of Ice Harbor Urban Renewal District Subarea B to a point of intersection with the southerly right of way line of E. 4th street; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of U.S. Highways 61/151; Thence northeasterly along said centerline to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along said centerline to a point of intersection with the westerly right of way line of Elm St. extended, said point being the point of beginning; Excepting therefrom, the East 7th Street Subarea.

17. East 7th Street Subarea of the district shall include the following described properties: Block 13 Lot 1 of Lot 4, Lot 1 of Lot 5, Lot 1 of Lot 6, and Lots 7, 8, 9, 10, 11, 12, 13 and 14; and Block 16 Lots 1, 2, 3, 4 and 5; and Block 17 Lots A, B, C, D, E, F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lot 1 of Lot 16, Lot 1 of Lot 1 of Lot 17, Lot 2 of Lot 1 of Lot 18, Lot 2 of Lot 20, Lot 2 of Lot 21, Lot 2 of Lot 22, Lot 2 of Lot 23, Lot 2 of Lot 24, Lot 2 of Lot 25, Lot 2 of Lot 26, Lot 2 of Lot 27, Lot 3 of Lot 28, Lot 3 of Lot 29,Lot 3 of Lot 30, Lot 3 of Lot 31, Lot 3 of Lot 32, all in the Dubuque Harbor Improvement Co.'s Addition, Township 89 North, Range 3 East of the 5th P.M., Dubuque County, Iowa and any adjoining public right-of-way.

18. Chaplain Schmitt Subarea of the district shall include the following described properties: All of that part of the City of Dubuque lying easterly of the Peosta Channel also known as Chaplain Schmitt Island and the area lying east of the easterly right of way line of Kerper Boulevard between the centerline of U.S. Highway 61/151 and the southerly right of way line of E. 16th Street in Sections 17, 18, 19 and 20, T89N, R3E, 5th P.M. in the City of Dubuque, Dubuque County, Iowa.

19. North Kerper Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the point of intersection of the centerline of U.S. Highways 61 and 151 with the easterly right of way line of Kerper Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along the easterly right of way line of Kerper Boulevard to a point of intersection with the northeasterly right of way line of Fengler Street extended; Thence northwesterly along said line crossing Kerper Boulevard right of way to the southerly most corner of Lot 1, Block 19 River Front Subdivision No. 3; Thence southeasterly crossing Fengler Street right of way to the northeast corner of Lot 3 of River Front Subdivision No. 4, said point being a point of intersection of the southwesterly right of way line of Fengler Street with the westerly right of way line of Kerper Boulevard; Thence continuing southeasterly along said westerly right of way line of Kerper Boulevard to the northeast corner of Lot 3 of Kerper Industrial Park; Thence westerly and northwesterly along to north line of said Lot 3 to a

point of intersection with the westerly line of Kerper Industrial Park; Thence northeasterly along said westerly line to the northwest corner of Kerper Industrial Park; Thence southeasterly along the northerly line of Kerper Industrial Park to the southwest corner of Lot 1 of Lot 2 of Lot 20 of Jaeger's Subdivision, said point being on the southeasterly right of way line of Peosta Street; Thence northeasterly along said right of way line to a point of intersection with the southerly line of Lot 2 of Giese Subdivision; Thence southwesterly along said southerly line to the southeast corner of Lot 2 of 19 of Jaeger's Subdivision; Thence northeasterly along the easterly line of said Lot 2 of 19 to the northeast corner of said Lot 2 of 19, said point also being on the westerly boundary of Block 19 of River Front Subdivision No. 3; Thence northeasterly along said westerly boundary to the northwest corner of Block 18, River Front Subdivision No. 3; Thence continuing northeasterly along the westerly boundary of Block 18 and Block 17 of River Front Subdivision No. 3 to a point of intersection with the southwesterly corner of Lot 1 of part of Lot 8 in McCraney's First Addition; Thence continuing northeasterly along the westerly lines of Lot 1 of part of Lot 8, Lot 1 of part of Lot 7, Lot 1 of Lot 2 of part of Lot 6, Lot 1 of part of Lot 6, Lot 1 of part of Lot 5, Lot 1 of part of Lot 4, Lot 1 of part of Lot 3, Lot 1 of part of Lot 2, the East 25 feet of part of vacated Marshall St., and Lot 2 of Lot 2 of Lot 1 all in McCraney's First Addition to the southwest corner of Lot 1 of Lot 2 of part of Lot 115 in Ham's Addition; Thence northeasterly along the westerly lines of Lot 1 of Lot 2 of part of Lot 115 and Lot 1 of part of Lot 114 all in Ham's Addition to the most westerly corner of Lot 1 of Bradley Place; Thence northeasterly along the westerly lines of Lot 1 and Lot 2 of Bradley Place to the most westerly corner of Lot 1 Block 15 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Lot 1 Block 15 and continuing along the northwesterly line of Lot 2 of said Block 15 to the most westerly corner of Lot 2 of In-Futuro Subdivision No. 1; Thence continuing northeasterly along the northwesterly line of In-Futuro Subdivision No. 1 and continuing along the northwesterly line of Lots 1 and 2 of Reidl Place to the southwest corner of Lot 1 of Block 14 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Block 14 to the most westerly corner of Block 13 of River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Blocks 13, 12, 11, 10 and 9 to the northerly most corner of Lot 1 Block 9 River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Lot 2 and Lot 2A, Block 9 River Front Subdivision No. 3 to the northerly most corner of said Lot 2A; Thence southeasterly along the northeasterly line of said Lot 2A to the northeast corner of said lot; Thence southwesterly along the southeasterly line of said Lot 2A to the most westerly corner of Lot 178 of Ham's Addition; Thence southeasterly along the southwesterly lines of Lots 178 and 59 of Ham's Addition to the southerly most corner of said Lot 59, said point also being the point of intersection of the northeasterly right of way line of Farragut Street with the northwesterly right of way line of Kerper Boulevard; Thence northeasterly along said Kerper Boulevard right of way line and extension thereof to a point of intersection with the northeasterly right of way line of Hawthorne Street; Thence southeasterly along the northeasterly and easterly right of way line of Hawthorne

Street and Hawthorne Street Extension to a point of intersection with the southwesterly right of way line of Lake Street; Thence southwesterly and northwesterly along said right of way line of Lake Street to a point of intersection with the southerly right of way line of Harbor Street; Thence southwesterly along said Harbor Street right of way line to the northeast corner of Lot 1 Block 4 River Front Subdivision No. 3; Thence southeasterly along the northeasterly line of said Lot 1 and continuing along the northeasterly line of Lot 1 Block 3 of River Front Subdivision No. 3 to the most easterly corner thereof; Thence southwesterly along the southeasterly line of said Lot 1 Block 3 to the easterly most corner of Block 1 of River Front Subdivision No. 5; Thence southwesterly along the southeasterly line of said Block 1 River Front Subdivision No. 5 to the northerly right of way line of Hamilton Street Extension; Thence southwesterly crossing Hamilton Street Extension right of way to the easterly most corner of Lot 2 of 3 of 1 Block 5 River Front Subdivision No. 3; Thence continuing southwesterly along the original easterly boundary line of Blocks 5, 6 and 7 of River Front Subdivision No. 3, to the southerly most corner of Lot 2 of said Block 7, said point being the northeast corner of Lake Peosta Subdivision; Thence southerly along the easterly line of Lake Peosta Subdivision to a point of intersection with the centerline of U.S. Highways 61 and 151; Thence southwesterly along said centerline to a point of intersection with the easterly right of way line of Kerper Boulevard, said point of being the point of beginning;

Excepting therefrom the Quebecor Economic Development District described as Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa**,** and any adjoining public rights of way; and

Excepting therefrom the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of “River Front Subdivision No. 5” in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of “Riverfront Subdivision No. 5”, in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of “Riverfront Subdivision No. 5”, in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of “Riverfront Subdivision No. 5”, in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in “River Front Subdivision No. 5” in the City of Dubuque, Iowa; and

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

20. Quebecor Subarea of the district shall include the following described properties: Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa**,** and any adjoining public rights of way.

21. Harrison Street Subarea of the district shall include the following described properties: Lot 1 and Lot 2 of Harrison Street Place No. 2, Lot 1 and Lot 2 of Harrison Street Place No. 4, and Lot 1 of Harrison Street Place No. 5 all in the City of Dubuque, Dubuque County, Iowa and any adjoining public rights of way.

22. Holy Ghost Subarea of the district shall include the following described properties: Lot 1 of 1 and 2 of 1 of Paragon Square in the City of Dubuque, Dubuque County, Iowa; and also including the public right of way of Central Avenue abutting thereto; and

Lot 1, Lot 2, Lot 1 of 3, Lot 2 of 3, and Lot 4 all of " Dunn's Subdivision"; and Lot 2 of Lot 1 of Lot 2 of Lot 1 of Lot 18 of "John King's Dubuque"; in the City of Dubuque, Iowa; and

A part of Central Avenue right of way described as follows:

Commencing at the southeasterly corner of Lot 2-1 of Paragon Square; thence southeasterly along the westerly right of way line of Central Avenue a distance of approximately 2,655 feet to the northeasterly corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence northeasterly crossing Central Avenue to a point of intersection with the easterly right of way line of Central Avenue and the northerly right of way line of East 25th Street; thence northwesterly along the easterly right of way line of Central Avenue approximately 2,673 feet to a point of intersection with said easterly right of way line and the easterly extension of the south line of Lot 2-1 of Paragon Square; thence southwesterly crossing Central Avenue to the Point of Beginning.

23. Almond Street Subarea of the district shall include the following described properties: Commencing at the intersection of the easterly right of way of Foye Street and the southerly right of way line of the public alley lying between Almond Street and West Locust Street; thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; thence northwesterly along said westerly right of way line to the northeast corner of Lot 53 in Cox's Addition; thence northerly along the east line of that part of the vacated alley adjacent to Lots 53 and 54 in Cox's Addition approximately 20 feet to the northeasterly corner thereof; thence westerly along the north line of said vacated alley adjacent to said Lots 53 and 54 approximately 78 feet to the northwest corner thereof; thence southerly along the west line of said vacated alley adjacent to said Lots 53 and 54 approximately 20 feet to the southwest corner thereof and the northeasterly corner of Lot 55 in Cox's addition; thence easterly along the north line of Lots 55 thru 66 in Cox's addition to the northwest corner of Lot 66 in Cox's Addition; thence southerly along the west line of said

Lot 66 to a point of intersection with the northerly line of Lot 11 in Buettel's Subdivision; thence west along the north line of Lot 11, Lot 2-10 and Lot 1-10 of Buettel's Subdivision to a point of intersection with the easterly right of way line of Foye Street; thence southerly along said easterly right of way line to the Point of Beginning.

24. North End Subarea of the district shall include the following described properties:

Beginning at the intersection of the easterly right of way line of Elm Street and the northerly right of way line of East 25th Street; thence northerly along the easterly right of way line of Elm Street to the southerly right of way line of East 26th Street; thence northerly across the East 26th Street right of way to the southwest corner of Lot 283 of Glendale Addition No. 3; thence northwesterly along the westerly lines of Lots 283 to 294, inclusive, of Glendale Addition No. 3 to the southerly right of way line of East 27th Street; thence northerly across the East 27th Street right of way to the southwest corner of Lot 210 of Glendale Addition; thence northwesterly along the westerly lines of Lots 210 to 221, inclusive, of Glendale Addition to the southerly right of way of East 28th Street; thence northerly across the East 28th Street right of way to the southwest corner of Lot 134 of Glendale Addition No. 2; thence northwesterly along the westerly lines of Lots 134 to 140, inclusive, of Glendale Addition No. 2, and Lots 1, 2, and 3 of Glendale Addition No. 4, and Lot 145 Glendale Addition No. 2 to the southerly right of way line of East 29th Street; thence northerly across the East 29th Street right of way to the southwest corner of Lot 61 of Glendale Addition; thence northwesterly along the westerly lines of Lots 61 to 72, inclusive, of Glendale Addition to the southerly right of way line of East 30th Street; thence northerly across the East 30th Street right of way to the to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, also being a point on the northerly right of way of East 30th Street; thence southwesterly along the northerly right of way of East 30th Street to a point on the easterly right of way of Central Avenue; thence southeasterly along the easterly right of way line of Central Avenue to the northerly line of East 25th Street; thence northeasterly along the northerly line of East 25th Street to the point of beginning; and

Beginning at the intersection of the northerly right of way line of Diagonal Street and the westerly right of way line of Central Avenue; thence southerly along the westerly right of way line of Central Avenue to the northeast corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence southwesterly along the northerly line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the northwest corner thereof, thence southeasterly along the west line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the southwest corner thereof; thence southwesterly along the southerly line of the East Half of John King's Dubuque to

the southwest corner thereof; thence southeasterly along the east lines of the West Half of Lots 12, 10, and Northwest Quarter of 8 of John King's Dubuque to the southeast corner of the Northwest Quarter of Lot 8 of John King's Dubuque; thence northeasterly along the northerly line of Lot 2 of the East 329.98' of the Southwest Half of Lot 8 of John King's Dubuque to the northeast corner of said lot; thence southeasterly along the easterly line of said lot to the southeast corner of said lot; thence southwesterly along the southerly line of said lot to the northeast corner of Lot 2 of Lot 6 of John King's Dubuque; thence southeasterly along the easterly lines of Lot 2 of Lot 6 and Lot 3 of Lot 6 of John King's Dubuque to the southeast corner of said Lot 3 of Lot 6; thence northeasterly along the southerly line of the Lot 6 of John King's Dubuque to the easterly right of way line of Division Street; thence southeasterly along the easterly line of Division Street and its southerly extension to the southerly right of way line of West 24th Street; thence southwesterly along the southerly right of way line of West 24th Street to the easterly right of way line of Carr Street; thence southeasterly along the easterly right of way line of Carr Street to the easterly extension of the north line of Lot 2 of Brewery Addition; thence southwesterly along the northerly line of Lot 2 of Brewery Addition to the southeast corner of Lot 6 of Gerald Scherrer Subdivision; thence northwesterly along the easterly line of Lot 6 of Gerald Scherrer Subdivision to the northeast corner of Lot 6 of Gerald Scherrer Subdivision and a point on the westerly right of way line of Broadway Street; thence northwesterly along the westerly right of way line of Broadway Street to the westerly extension of the northerly right of way line of Diagonal Street; thence southeasterly along said right of way and extension to the point of beginning; and

Lot 1-239 of Davis Farm Addition and Lot 1-1-5 of Kiene & Altman's Subdivision; and

Lots 1-4 & 2-1-5 of Kiene & Altmans Subdivision; and

Lot 1-2 And 1-3 of Kiene & Altmans Subdivision; and

Lot 1-1 of Kiene & Altman's Subdivision; and

Lot 1-1-1-241 of Davis Farm Addition; and

Lot 2-1-1-241 & Lot 1-242 of Davis Farm Addition; and

Lot 1-243 of Davis Farm Addition; and

Lot 1-1-244 of Davis Farm Addition; and

The South 26' of Lot 245 Davis Farm Addition; and

The North 34' of Lot 245 Davis Farm Addition; and

The East 1/2 of Lot 246 Davis Farm Addition; and

The West 1/2 of Lot 246 Davis Farm Addition; and

Lot 247 of Davis Farm Addition; and

Lot 248 of Davis Farm Addition; and

Lot 249 of Davis Farm Addition; and

The East 1/2 of Lot 250 of Davis Farm Addition; and

The West 1/2 of Lot 250 of Davis Farm Addition; and

Lot 251 and the South 1/2 of Lot 252, of Davis Farm Addition; and

Lot 253 and the North 1/2 of Lot 252, of Davis Farm Addition; and

Lot 254 of Davis Farm Addition; and

Lot 255 of Davis Farm Addition; and

The South 1/2 of Lot 256 of Davis Farm Addition; and

The South 31.3' of the North 1/2 of Lot 256 of Davis Farm Addition; and

The North 28.7' of the North 1/2 of Lot 256 of Davis Farm Addition; and

Lot 257 of Davis Farm Addition; and

Lot 258 of Davis Farm Addition; and

Lot 259 of Davis Farm Addition; and

Lot 260 of Davis Farm Addition; and

Lot 261 of Davis Farm Addition; and

Lot 262 of Davis Farm Addition; and

The South 23.5' of The East 112' of Lot 263 of Davis Farm Addition; and

The East 114' of the North 36'6" of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

The North 36.5' and South 23.5' of the West 114' of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 1-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-1 of G R West's Addition and Lot 1-266 of Davis Farm Addition; and

Lot 2-1-1 of G R West's Addition; and

Lot 1-1-1 of G R Wests Addition and Lot 2-266 of Davis Farm Addition; and

The South 39'6" of Lot 2 of G R West's Dubuque; and

The North 20.5' of Lot 2 & and the South 3' of Lot 3 of G R West's Addition; and

Lot 2 of the North 57' of Lot 3 of G R Wests Addition; and

Lot 1 of the North 57' of Lot 3 of G R West's Addition; and

Lot 4 of G.R. West Addition; and

Lot 2 of Paragon Square; and

Lot 2-3 and 2-4 McDaniel's Park Hill, and Lots 8 and 1-9 of G.R. West's Addition; and

Lot 2-9 of G R West's Addition; and

Lots 10, the West 310' of the North 65' of Lot 2 -11, and the South 55' of Lot 2-11, all in G R West's Addition; and

Lot 1 of 11 and the East 20' of the North 65' of Lot 2 of G R West's Addition; and

All that part of the Central Avenue right of way lying south of the northerly right of way line of West 30th Street and north of the easterly extension of the northerly line of Lot 1 of 1 of Paragon Square; and

All that part of the West 30th Street right of way lying west of the easterly right of way line of Central Avenue.

All in the City of Dubuque, Dubuque County, Iowa.

25. University Avenue Corridor Subarea of the district shall include the following described properties:

All that part of the Pennsylvania Avenue right of way lying north of the northerly right of way line of University Avenue and lying south of the northerly extension of the westerly line of Lot 2-1-1-1-1-2-1 of Mineral Lot 256; and

All that part of the University Avenue right of way lying east of the southerly extension of the west line of Lot 1-137 of Finley Waples and Burton Addition, and lying west of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; and

All that part of the 9th Street right of way lying south of the centerline of 9th Street, lying east of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition, and lying west of the northerly extension of the westerly line of Lot 1 of the Subdivision of City Lot 688 and Part of City Lot 654; and

All that part of the Finley Street right of way lying south of the southerly right of way line of University Avenue and lying north of the westerly extension of the south line of the Northwest 95' of Lot 19 of Finley Waples and Burton Addition; and;

All that part of the Asbury Road right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the southerly line of the East 100' feet of Lot 159 of Finley Addition; and

All that part of the Irving Street right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the northerly line of Lot 2 of Lot 2 of Lot 1 of Lot 1 of lot 1 of Lot 14 of Mineral Lot 172; and

All that part of the Loras Boulevard right of way lying east of the northerly right of way line of University Avenue and lying west of a line connecting the northeast corner of Lot 2-3-13 of Mineral Lot 172 and the southeast corner of Lot 1-249 of Woodlawn Park Addition; and

All that part of the Delhi Street right of way lying south of the southerly right of way line of University Avenue and lying north of the southerly extension of the easterly line of Lot 2-1 of Schwind's Place; and

All that part of the North Grandview Avenue right of way lying south of the easterly extension of the south line of Lot 7 of Tschirgi and Schwind's Subdivision and lying north of the northerly right of way line of University Avenue; and

All that part of the North Grandview Avenue right of way lying south of the southerly right of way line of University Avenue and lying north of a line parallel to and 150’ south of the southerly right of way line of University Avenue; and

All that part of the McCormick Street right of way lying south of the southerly right of way line of University Avenue and lying north of the easterly extension of the south line of Lot 1 of Herbst’s Subdivision; and

Lot 1-137 of Finley Waples & Burton’s Addition; and

Lot 1-136 and 2-137 of Finley Waples & Burton’s Addition; and

Lot 1-232 of Finley Addition; and

Lot 229 of Finley Addition; and

Lot 130 of Finley Waples & Burton’s Addition; and

Lot 131 of Finley Waples & Burton’s Addition; and

Lot 132 of Finley Waples & Burton’s Addition; and

Lot 133 of Finley Waples & Burton’s Addition; and

The Northwest 95' of Lot 19 of Finley Waples & Burton’s Addition; and

The North 95' of Lot 18 of Finley Waples & Burton’s Addition; and

Lot 17 of Finley Waples & Burton’s Addition; and

The Northwest 25' of Lot 2 of Finley Addition, and all adjacent Alley right of way; and

The Southeast 41' of Lot 2 in Finley Addition, and all adjacent Alley right of way; and

Lot 1-1 and 2-1in Finley Addition, and all adjacent Alley right of way; and

Lot 1 of Mineral Lot 170, and all adjacent Alley right of way; and

Lot 4, 1-3, 2-3, 2-2 and 1-2, all in Mineral Lot 170 and all adjacent Alley right of way; and

Lot 5 and Lot 2-6 of Mineral Lot 170; and

Lot 1-6 and 2-7 of Mineral Lot 170 and Lot 2-2-1-1-1-14 of Mineral Lot 172; and

The West 2' of Lot 1 of the Subdivision of Lot 13 of Mineral Lot 172 and Lot 2-13 of Mineral Lot 172 and Lot 2 Mabel's Subdivision; and

The East 58' of Lot 1 of Lot 13 of Mineral Lot 172, and Lot 2 of Lot 3-13 of Mineral Lot 172, and Lot 2A of Lot 1-4-13 of Mineral Lot 172; and

Lot 2-8 of City Lot 703 and Lot 2-2-9 of City Lot 703; and

Lot 1 of Herbst's Subdivision; and

Lot 1-1 and Lot 2-1 of Schwind's Place.

All in the City of Dubuque, Dubuque County, Iowa.

26. West Locust Corridor Subarea of the district shall include the following described properties:

All that part of the West Locust Street right of way lying east of the southerly extension of the westerly line of Lot 2-1-1-1-1-2 of Clarke College Place and lying west of the northerly extension of the easterly right of way line of Pierce Street; and

All that part of the Pierce Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the easterly extension of Lot 1 of Lot 1 of Connolly's Subdivision; and

All that part of the Kirkwood Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the northerly extension of the west line of Lot 5 of Union Avenue Subdivision; and

All that part of the right of way of the alley lying adjacent to and east of Kingdom Hall Place and Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's Addition, lying north of the northerly right of way of West Locust Street and lying south of the easterly extension of the northerly line of Lot 1of the West 1074' of Lot 64 in Littleton and Sawyer's addition; and

All that part of the Rosedale Avenue right of way lying south of the southerly line of West Locust Street and lying north of the easterly extension of the southerly line of Lot 42 of Wm. Blake's Addition; and

All that part of the right of way of the alley lying adjacent to and east of Lot 2-12B of Wood's Addition, lying south of the easterly right of way of Rosedale Avenue

and lying north of the easterly extension of the southerly line of said Lot 2-12B; and

All that part of the Alta Vista Street right of way lying south of Lot 24D of A. P. Wood's Addition and lying north of the easterly extension of the southerly line of Lot 20 of A. P. Wood's Addition; and

All that part of the Williams Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of westerly right of way line of Blake Street; and

All that part of the north half of the Bellevue Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of the westerly right of way line of Blake Street; and

All that part of the Blake Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the westerly extension of the centerline of Vacated Bellevue Street adjacent to Lot 90 in A. P. Woods Addition; and

Lot 5 and East 10' of Lot 4 Ellen Blake's Subdivision; and

The South150' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

The North 170' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

Lot 3 of Ellen Blake's Subdivision; and

Lot 2 of Ellen Blake's Subdivision; and

Lot 1 of Ellen Blake's Subdivision; and

The East 235' of Lot 64 of Littleton & Sawyer's and Lot 2 of Mineral Lot 93A and the Balance of Lot 2 of Mineral Lot 95; and

All of Kingdom Hall Place; and

Lot 1 of the West 1074' of Lot 64 of Littleton & Sawyer's Addition; and

Lot 2-1-1-1 and Lot 1-2-1-1 of Wm. Blake's Addition, and Lot 2 & Lot 2-1 of Part of Mineral Lot 184; and

Lot 1-1-1-1 and Lot 2-2-1-1 of Wm. Blake's Addition; and

Lot 2 and Lot 2-1 of Wm. Blake's Addition; and

Lots 1-3 and Lot 2-4 of Wm. Blake's Addition; and

Lot 2-3 and 1-4 of Wm. Blake’s Addition; and

Lots 5 to 19, inclusive, of Wm. Blake’s Addition; and

Lots 2-11, 2-12, and the East 30' of Lot 2-10 in Southview Heights, also Lots 20, 21 and the East 30' of Lot 22 of Wm. Blake’s Addition; and

The West 70' of Lot 22 of Wm. Blake’s Addition and Lot 2-9 and the West 20' of Lot 2-10 of Southview Heights; and

Lot 1-23 of Wm. Blake’s Addition and Lots 2-2-7 and 1-2-8 of Southview Heights; and

Lots 2-23 and the East 50'of Lot 24 of Wm. Blake’s Addition and Lots 2-6, 1-2-7, and 2-2-8 of Southview Heights; and

The West 50' of Lot 24 of Wm. Blake’s Addition and Lot 2-5 of Southview Heights; and

Lot 25 of Wm. Blake’s Addition; and

Lot 26 Wm. Blake's Addition; and

Lot 27 of Wm. Blake’s Addition and Lot 2-1-1-1-1-2 of Clarke College Place; and

Lots 29 to 42, inclusive, of Wm. Blake’s Addition; and

Lot 2 of Lot 43 of Wm. Blake’s Addition; and

Lot 2 of Lot 44 of Wm. Blake’s Addition; and

Lot 2 of Lot 45 of Wm. Blake’s Addition; and

Lot 2 of Lot 46 of Wm. Blake’s Subdivision; and

Lot 2 of Lot 12B of Wood’s Addition; and

Lots 20, 21, and 22 of A. P. Wood’s Addition; and

Lot 23 of A. P. Wood’s Addition; and

Lot 2-24 and 2-24A of A. P. Wood’s Addition; and

Lot 24D of A. P. Wood’s Addition; and

Lot 24C of A. P. Wood’s Addition; and

Lots 24B to 36B, inclusive, of A. P. Wood’s Addition; and

Lots 25A to 36A, inclusive, of A. P. Wood’s Addition; and

The North 40' of Vacated Williams Street in A. P. Wood’s Addition; and

Lots 25 to 36, inclusive, of A. P. Wood’s Addition; and

Lots 6 to 10, inclusive, and the North 1/2 and South 1/2 of Lot 5, all of Lot 98A of A. P. Wood’s Addition; and

Lot 4-98A of Wood’s Addition; and

Lot 3-98A of A. P. Wood’s Addition; and

Lot 2-98A of A. P. Wood’s Addition; and

Lot 1-98A of A. P. Wood’s Addition; and

Lots 90 to 98, inclusive, in A. P. Wood’s Addition, and the northerly ½ of Vacated Bellevue Street abutting said lots 90 to 98, in A.P. Wood’s Addition; and

Part of the North ½ of Vacated Bellevue Street Lying South of McGrath’s Subdivision Southeast ¼ Northeast ¼ Section 23, T89N, R2E in the City of Dubuque; and

Part of Vacated Bellevue Street lying between McGrath’s Subdivision and Kirkwood Place in the City of Dubuque; and

Lot 1 and Lot 2-2 of McGrath’s Subdivision; and

Lots 3 and 4 and Lot 1-2, all in McGrath's Subdivision; and

Lot 5 of McGrath’s Subdivision; and

Lot 6 of McGrath’s Subdivision; and

Lot 1 of Mineral Lot 95; and

Lot 9 of McGrath’s Subdivision; and

Lots 7 and 8 of McGrath’s Subdivision; and

Lot 10 of McGrath's Subdivision; and

Lots 2 to 5, inclusive, of Union Avenue Subdivision #2; and

Lot 1 of Union Avenue Subdivision #2 and Lot 2 of Mosher's Subdivision; and

Lot 1-3, 1-2, and 1-1 of Connolly's Subdivision, and Lot 1 of Part of City Lot 711.

All in the City of Dubuque, Dubuque County, Iowa.

27. Dubuque Brewing and Malting Subarea of the district shall include the following described properties:

Beginning at the intersection of the northerly right of way line of East 30th Street and the westerly right of way line of Jackson Street; thence northeasterly along the northerly right of way line of East 30th Street to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, thence northwesterly along the easterly lines of Part of Lot 8 and Part of Lot 7 as shown on the Final Plat of Liebe's Subdivision, Lot 1-6 of Mineral Lot 322, and Lot 4A of Mineral Lot 322 and its northerly extension to a point on the northerly right of way line of East 32nd Street; thence southwesterly along the northerly right of way line of East 32nd Street to the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the westerly extension of the northerly line of Lot 2 of Liebe's Subdivision No. 2; thence northeasterly along said northerly line and westerly extension to the northeast corner of said Lot 2; thence southeasterly along the easterly line of Lots 1 and 2 of Liebe's Subdivision No. 2 to the southeast corner of Lot 1 of Liebe's Subdivision No. 2; thence southeasterly across Liebe Street right of way to the northeast corner of Lot 1 of Liebe's Subdivision No. 1; thence southeasterly along the easterly lines of Lots 1 and 2 of Liebe's Subdivision No. 1 to the southeast corner of Lot 2 of Liebe's Subdivision No. 1; thence southwesterly along the southerly line of said Lot 2 and its westerly extension to the westerly right of way of Jackson Street; thence southeasterly along the westerly right of way of Jackson Street to the point of beginning.

28. 15th Street Subarea of the district shall include that area generally bounded by the following description: Beginning at the intersection of the northerly right of way line of East 15th Street and the easterly right of way line of Elm Street in the City of Dubuque, Dubuque County, Iowa;

Thence northeasterly along the northerly right of way line of East 15th Street to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly

right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line to the southerly right of way line of E. 16th Street; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street, said point being the point of beginning.

29. Lower Kaufmann Subarea of the district shall include the following described properties:

All that part of the Public Alley right of way between Francis Street, Central Avenue, Kaufmann Avenue, and West 23rd Street lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the south line of the North Half of Lot 19 in Tivoli Addition; and

Lots 4, 5, 6, 7, and 8, all in the Subdivision of Lot 20 and the South1/2 of Lot 19 Tivoli Addition; and
Lot 3 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and
Lot 2 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and

All that part of the Francis Street right of way lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 2-21 in Tivoli Addition; and

Lot 1-21 Tivoli Addition; and
Lot 2-21 Tivoli Addition; and

All that part of the Public Alley right of way adjacent to Lot 38 of Tivoli Addition lying north of the northerly right of way line of Kaufmann Avenue and lying south of the easterly extension of the north line of said Lot 38; and

Lot 38 Tivoli Addition; and
Lot 39 Tivoli Addition; and
Lot 1-40 Tivoli Addition; and

All that part of the Valeria Street right of way lying north of the northerly right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 1-1-1-1 in Weland’s Subdivision; and

Lot 1-1-1-1 and Lot 2-2-2 Weland's Subdivision; and
Lot 2-1-1 Weland’s Subdivision; and

Lot 2-1 and Lot 1-2-2 of Subdivision of Lots 129, 131, 131A & 135A L H Langworthy's Addition aka Weland's Subdivision; and
Lot 2-2A & Lot 1-2 Weland's Subdivision; and
Lot 1-2A Weland's Subdivision; and
Lot 3 Weland's Subdivision; and
Lot 3A Weland's Subdivision; and
The East 27' of Lot 4 Weland's Subdivision; and
The West 35' of Lot 4 Weland's Subdivision; and
Lot 5 Weland's Subdivision; and
Lot 5 of the Subdivision of Lots 3 & 4 of Lot 135 L H Langworthy's Addition; and
All of the Private Driveway known as Fuller Place Abutting Lots 2, 3, 4 & 5 of the Sub. of Lots 3 & 4 of Lot 135 L H Langworthy's Addition East 50'1 and West 1/2-2 all of Lot 135 LH Langworthy's Addition; and
Lot 2 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The Middle 37' of Lot 7 Cushing's Subdivision; and Lot 3 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The North 38' of Lot 7 Cushing's Addition; and Lot 4 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The South 60' of Lot 7 Cushing's Subdivision; and
Lot 8 and the East 7 1/2' of Lot 9 Cushing's Subdivision; and
The West 22 1/2' of Lot 9 and the East 15' of Lot 10 Cushing's Subdivision; and
The West 15' of Lot 10 and the East 22'6" of Lot 11 Cushing's Subdivision; and
Lot 12 and the West 7 1/2' of Lot 11 Cushing's Subdivision; and
Lot 13 Cushing's Subdivision; and
Lot 14 Cushing's Subdivision; and
Lot 15 Cushing's Subdivision; and
Lot 6 C. Klingenberg's 3rd Addition; and

All that part of the Cushing Place right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 6 in C. Klingenberg's Third Addition; and

Lot 2-141 L H Langworthy's Addition and Lot 4 C. Klingenberg's 3rd Addition; and
Lot 2-143 and Lot 2-1-1-1-143 L H Langworthy's Addition; and
The East ½ of Lot 3-143 & Lot 2-2-1-1-143 L H Langworthy's Addition; and
The West 1/2 of Lot 3-143 L H Langworthy's Addition; and
Lot 4-143 L H Langworthy's Addition; and
Lot 5-143, Lot 2-2-1-1-East 3/4-145A, and Lot 2-2-2-1-1-1-East3/4-145A L H Langworthy's Addition; and
Lot 1 Janice Place on Kaufman Avenue; and
Lot 2 Janice Place on Kaufmann Avenue; and
Lot 1-1-West 1/4 of Lot 145A L H Langworthy's Addition; and
Lot 1 Herbst Place #2; and

Lot 2-1-1-3-145 and the South 192.60' of the West Part of Lot 1-2-145 L H Langworthy’s Addition; and
Lot 1-1-1-3-145 and 2-2-1-147 and Lot 2-2-2-147 L H Langworthy's Addition; and
The East 34' of Lot 1-2-2-147 and the East 34' of Lot 2-2-1-1-147 L H Langworthy’s Addition; and
The West 28' of Lot 1-2-2 of 147 L H Langworthy’s Addition; and
The West 28' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
Lot 2-1-2-147 and Lot 1-2-1-1-147 L H Langworthy’s Addition; and
The East 1/2 of Lot 1-1-2-147 and Lot 2-1-1-1-147 L H Langworthy’s Addition; and
Lot 1-1-1-1-147 and the West 1/2 of Lot 1-1-2-147 L H Langworthy’s Addition; and
All of Cornelia Place; and
Lot 2 of the West 1/2 of Lot 148 L H Langworthy’s Addition; and
Lot 2-1 of the West 1/2 of Lot 148 L H Langworthy’s Addition; and
Lot 1-1 of the West 1/2 of Lot 148 L H Langworthy’s Addition; and

All that part of the Valeria Street right of way lying east of the easterly right of way line of Kaufmann Avenue and west of the northerly extension of the easterly line of Lot 1-1 of the West Half of Lot 148 in L H Langworthy’s Addition; and

Lot 1-149 L H Langworthy's Addition and Lot 2-1-5 and Part of 2-5 of Mineral Lot 316; and
Lot 2-149 L H Langworthy's Addition; and
The Southerly 50’ of the South 100'-Lot 151 L H Langworthy's Addition; and
The North 50' of the South 100' of Lot 151 L H Langworthy's Addition; and
The Southerly 61' of the Northerly 71' of Lot 151 L H Langworthy's Addition; and
The Northerly 10' the Northerly 71' of Lot 151 and the Southerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
The Northerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
Lot 2 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and
Lot 1 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and

All that part of the Greenfield Street right of way lying east of the easterly right of way line of Kaufmann Avenue and lying west of the southerly extension of the westerly line of Lot 1-7 in Springgreen Subdivision; and

Lot 6 and Lot 2-7 Springgreen Subdivision; and
Lot 5 Springgreen Subdivision; and
Lot 4 Springgreen Subdivision; and
Lot 3 Springgreen Subdivision; and

All that part of the Kane Street right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 3 in Springgreen Subdivision; and

Lot 1 Kieffer Place; and
Lot 2-1 and Lot A of Vogt Place; and

All that part of the Kaufmann Avenue right of way lying south and east of the southerly extension of the west line of Lot 2-1 of Vogt Place and lying north and west of the southerly extension of the westerly line of Lot1 of Tivoli Addition; and

Lot 158A L H Langworthy's Addition; and
Lot 154 L H Langworthy's Addition; and
Lot 154A L H Langworthy's Addition; and
Lot 2-1-153 L H Langworthy's Addition; and
Lot 1-1-153 L H Langworthy's Addition; and
Lot 2-153 and the North 27' of Lot 2-1-153A L H Langworthy's Addition; and
The South 50' of Lot 2-1-153A L H Langworthy's Addition; and
Lot 2-2-153A L H Langworthy's Addition; and
Lot 1-2-152 and Lot 1-2-153A L H Langworthy's Addition; and
Lot 1-2-2-152 L H Langworthy's Addition; and
Lot 2-2-2-152 L H Langworthy's Addition; and
The NW 4' of Lot 2 of Lot 150 and Lot 1-152 L H Langworthy's Addition; and
The East 88.5' of Lot 2 of the Subdivision of Lot 150 L H Langworthy's Addition; and
Lot 6 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and
Lot 1-5 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

All that part of the Hempstead Street right of way lying south of the southerly right of way line of Kaufmann Avenue and lying north of the northerly right of way line of Lowell Street; and

Lot 1-1-3-146 and 146A and Lot 1-1-2-3-146 and 146A Of L H Langworthy's Addition; and
Lot 1 of Lot 2 of Lots 146 and Lot 146A L H Langworthy's Addition; and
Lot 1-1-1-151 Mechanic's Addition; and
Lot 1 of the Subdivision of Lot 1 of Lots 146 and Lot 146A in L H Langworthy's Addition and Lot 2 of the Subdivision of Lot 2 of Lots 146 and Lot 146A L H Langworthy's and Lot 2-of the Subdivision of Lot 1 of Lot 1 of Lot 151 Mechanics Addition; and
Lot 2 of Lot 1 of the Subdivision of Lots 146 and Lot 146A L H Langworthy's Addition and Lot 2 of Lot 1 of Lot 151 Mechanic's Addition; and
Lots 152, 153 and Lot 2-151 Mechanic's Addition; and
Lot 154 and the West 42' 4" of Lot 155 Mechanic's Addition; and

All of the Public Alley right of way between Lots 155 and 156 in Mechanic's Addition; and

Lot 156 Mechanic's Addition; and
Lot 157, 158 and 159 Mechanic's Addition; and
Lot 9 and Lot 1-10 of Lots 138, 140, and 142 of L H Langworthy's Addition; and
Lot 1-8 of Lots 138, 140, & 142 L H Langworthy's Addition; and
The West 20' of Lot 6, the West One Half of Lot 7 except the East 5 feet thereof, and Lot 2 of Lot 8, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's Addition; and
The East 30' of Lot 7, and the East 5' of Lot 6, and Lot 5, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's; and
Lot 4-138, 4-140, and 4-142 L H Langworthy's Addition; and
Lot 3-138, 3-140, and 3-142 L H Langworthy's Addition; and
Lot 2-138, 2-140 and 2-142 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lot 1 and the balance of Lot 2 of the Subdivision of Lot 1, both of the Subdivision of Lots 138, 140 and 142 L H Langworthy's Addition; and
The North 296' of the West 1/4 of Lot 136 L H Langworthy's Addition; and
The South 50' of the West 1/4 of Lot 136 L H Langworthy's Addition; and
The balance of the Easterly Half of the Westerly Half of Lot 136 L H Langworthy's Addition; and
Lot 2 of Lot 1, and Lot 2, both of the East1/2 of Lot 136 L H Langworthy's Addition; and
The balance of Lot 1 of Lot 1 of the East 1/2 of Lot 136 L H Langworthy's Addition; and
The balance of Lot 7 Siege Subdivision; and
The West 1/2 of Lot 6 Siege Subdivision; and
The East 1/2 of Lot 6 Siege Subdivision; and
The West 1/2 of Lot 5 Siege Subdivision; and
The East 1/2 of Lot 5 Siege Subdivision; and
Lot 4 Siege Subdivision; and
Lot 3 Siege Subdivision; and;
Lot 2 Siege Subdivision; and
Lot 1-1 Siege Subdivision; and

All that part of the Kleine Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the south line of Lot 1-2 in Seiges Subdivision; and

Lot 1-63 Marsh's Addition; and
Lot 2-63 Marsh's Addition; and
Lots 3-38 and 4-38 Marsh's Addition; and
Lot 2-38 Marsh's Addition; and
Lot 1-38 Marsh's Addition; and

All that part of the North Main Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the westerly extension of the south line of Lot 37 in Marsh’s Addition; and

Lot 37 Marsh's Addition; and
Lot 36 Marsh's Addition; and
Lot 35 Marsh's Addition; and
Lot 34 Marsh's Addition; and
Lot 33 Marsh's Addition; and
Lot 32 Marsh's Addition; and
The North 95' of Lot 31 Marsh's Addition; and
The North 95' of Lot 1 Marsh's Addition

All that part of the Heeb Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the southerly line of Lot 12 of Marsh’s Addition; and

The South 40' of Lot 1, the North 5' of Lot 2, and the South 40' of Lot 31 Marsh’s Addition; and
The South 45' of Lot 2 Marsh’s Addition; and
Lot 3 Marsh’s Addition; and
Lot 4 Marsh’s Addition; and
Lot 5 Marsh’s Addition; and
The North 40' of Lot 6 Marsh’s Addition; and
Lot 12, Lot 11, Lot 10, and the South 30' of Lot 9, and the East 60' of the North 20' of Lot 9, and the West 125' of the North 20' of Lot 9, Lot 8, Lot 7 and the South 10' of Lot 6, all In Marsh’s Addition; and

Lot 62 Marsh's Addition; and
Lot 2-1 Siege Subdivision; and

Lot 1-2-2-3 of the Subdivision of Lots 146 and 146A L H Langworthy's Addition; and
Lots 1-2-150, 1-2-2-150, and 1-150 Mechanic’s Addition; and
Lot 1 Runde Place; and
Lot 2 Runde Place; and

All that part of the Napier Street right of way lying east of the easterly right of way line of Hempstead Street and lying west of the northerly extension of the east line of Lot 125 in Mechanic’s Addition; and

Lot 125 Mechanic’s Addition; and
Lot 124 Mechanic’s Addition; and
Lot 123 Mechanic’s Addition; and

All that part of the Public Alley right of way between Lots 119, 120, 121, 122 and 123 in Mechanic's Addition lying east of the easterly right of way line of Hempstead Street and lying west of the southerly extension of the east line of Lot 123 in Mechanic's Addition; and

Lot 2-121 and 2-122 Mechanic's Addition; and
Lot 1-121 and 1-122 Mechanic's Addition; and
Lots 83 and 84 Pleasant View Addition; and
The East 35' of Lot 85 Pleasant View Addition; and
Lots 80, 81, and 82 Pleasant View Addition; and

All that part of the Public Alley right of way between Lots 80, 81, 82, 83, 84, and 85 in Pleasant View Addition lying west of the westerly right of way line of Hempstead Street and lying east of the northerly extension of the East 35' of Lot 85 in Pleasant Valley Addition; and

Lot 79 and 79A Mechanic's Addition; and
Lot 78 Mechanic's Addition; and
Lot 77 Mechanic's Addition; and
Lot 76 Mechanic's Addition; and
Lot 75 Mechanic's Addition; and

All that part of the Montcrest Street right of way lying west of the westerly right of way line of Hempstead Street and lying east of the northeasterly extension of the westerly line of Lot 75 in Mechanic's Addition; and

Lot 1-73 and 1-74 Mechanic's Addition; and
Lot 1-2 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition; and
Lot 1-3 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition; and
Lot 1-1 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition; and
Lot 1-4 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition.

30. North Peru Road Subarea of the district shall include the following described properties:

Lot 1 of Fountain Hill Resubdivision; and

Lots 2 and 3, and Lot 1 of Lot 1 of Lot 4, Lot 2 of Lot 1 of Lot 2 of Lot 4, and Lot 2 of Lot 2 of Lot 4, all of the Subdivision of the South West ¼ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian, all in the City of Dubuque, Iowa; and

All that part of the easterly 33' of the right of way of Peru Road lying south of the northerly line of Lot 2 of Lot 2 of Lot 4 of the Subdivision of the South West ¼ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian and its westerly extension, and lying north of the northerly line of Emerald Acres No. 1 and its easterly extension; and

All that part of the right of way of Peru Road lying south of the northerly line of Emerald Acres No. 1 and its easterly extension, and lying north of the easterly line of Lot 4A of Mineral Lot 322 and its northerly extension.

31. Stafford Street Subarea of the district shall include the following described properties:

The Southeasterly 95.53 feet of Lot 17 and the Southeasterly 95.53 feet of Lot 3 of the Subdivision of Lot 18, both in "Dreibelbis Addition, Dubuque" in the City of Dubuque, Iowa, according to the recorded Plat thereof

32. Roosevelt Street Subarea of the district shall include the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

33. Hawthorne Street Subarea of the district shall include the following described properties:

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

34. Locust Street Subarea of the District shall include the following described properties:

All that part of the east half of the right of way of Bluff Street lying between the westerly extension of the north right of way line of Jones Street and the westerly extension of the south right of way line of Jones Street; and

All that part of the right of way of Jones Street lying east of the east right of way line of Bluff Street and west of the northerly extension of the east right of way line of Bissell Lane; and

All that part of the right of way of Bissell Lane lying south of the south right of way line of Jones Street and north of the westerly extension of the north line of the West 36’2” of the North Half of City Lot 574; and

The Southerly 26 feet of Lot 573, Lot 574 "A", the Northerly 1/2 of Lot 574, except the Westerly 36 feet 2 inches thereof, Lot 1 of Lot 575, and Lot 2 of Lot 2 of Lot 575, in the City of Dubuque, Iowa, according to the United States Commissioners' Plat and the recorded Plats thereof; and

Lot 2 of the Northerly 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 1/2 of Lot 572, and the Northerly 40 feet of Lot 573, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

All in the City of Dubuque, Iowa

35. Old Mercy Subarea of the District shall include the following described properties:

Lot 2 of City Lot 607; and
All that part of the Third Street Right of Way adjacent to Lot 2 of City Lot 607 and lying south of the centerline of West Third Street

All in the City of Dubuque, Iowa

Prepared by Ian Hatch, Assistant Economic Development Director, 1300 Main St. Dubuque, IA 52001 (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. ___-26

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2026.1, FOR THE GREATER DOWNTOWN URBAN RENEWAL AREA AND SETTING THE DATE FOR A PUBLIC HEARING AND CONSULTATION ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2026.1, FOR SAID AREA

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Urban Renewal Plan be further amended and restated to expand the Area to include a new Old Mercy Subarea, and to add projects to the Public Purpose Activities; and

WHEREAS, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2026.1, for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2026.1, any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2026.1.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2026.1, for the Greater Downtown Urban Renewal Area to be held on the 16th day of February, 2026, at

6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2026.1, and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2026.1, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2026.1, includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 20th day of January, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS
 # 1.

ITEM TITLE: Boards and Commission Application Review

SUMMARY: Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Civil Service Commission
Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at February 2, 2026, city council meeting with the vote on appointments to occur at March 16, 2026, city council meeting.

One, 4-Year Term through April 6, 2030 (Expiring term of Crabill)
Applicants:
Randall Ludowitz, 867 Barbaralee Dr.
Colleen McKenna, 1360 Mount Pleasant St.
Brian Neises, 1841 Phyllrich Dr.
Tom Parker, 2743 Mineral St.
Darcy VanOstrand, 1222 Lincoln Ave.

Community Development Advisory Commission
One, 3-Year Term through February 15, 2029 (Expiring Low to Moderate Income Area Representative term of Brown)
Applicant:
Talma Brown, 2004 Windsor Ave.

Long Range Planning Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Conrad)
Applicant:
Rebecca Bruce, 7926 N. Westbrook Dr.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview Sheet
2. Civil Service Commission Applicants
3. Community Development Advisory Commission Applicant
4. Long Range Planning Advisory Commission Applicant
5. Details and Openings
6. Civil Service Commission Written Input-Updated 1.20.26
7. Community Development Advisory Commission Written Input
8. Long Range Planning Advisory Commission Written Input

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Tuesday, January 20, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Civil Service Commission
Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at February 2, 2026, city council meeting with the vote on appointments to occur at March 16, 2026, city council meeting.

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Applicants:

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- Colleen McKenna, 1360 Mount Pleasant St.
- Brian Neises, 1841 Phyllrich Dr.
- Tom Parker, 2743 Mineral St.
- Darcy VanOstrand, 1222 Lincoln Ave.

Community Development Advisory Commission
One, 3-Year Term through February 15, 2029 (Expiring Low to Moderate Income Area Representative term of Brown)
Applicant:

- Talma Brown, 2004 Windsor Ave.

Long Range Planning Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Conrad)
Applicant:

- Rebecca Bruce, 7926 N. Westbrook Dr.

CHAPTER 2

CIVIL SERVICE COMMISSION

SECTION:

2-2-1: Commission Created

2-2-2: Purpose

2-2-3: Internal Organization And Rules

2-2-4: Procedures For Operation

2-2-5: Membership

2-2-6: Oath

2-2-7: Terms

2-2-8: Vacancies

2-2-9: Officers/Organization

2-2-10: Meetings

2-2-11: Compensation

2-2-12: Removal

2-2-13: Powers

2-2-14: City Council To Furnish Meeting Room, Equipment, Recorder

2-2-15: Record Of Meetings And Personnel

2-2-16: Examination Of Applicants

2-2-17: Conduct Of Examinations; Certification Of Qualified Persons

2-2-18: Procedure For Conduct Of Hearing Appeals

2-2-1: COMMISSION CREATED:
There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:
The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: MEMBERSHIP:
A. Composition: The commission comprises five (5) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: TERMS:

A. Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

B. Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 26-25, 6-16-2025)

2-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: MEETINGS:

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: 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. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: REMOVAL:

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: POWERS:

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: RECORD OF MEETINGS AND PERSONNEL:

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

2-2-16: EXAMINATION OF APPLICANTS:

Examinations for the positions in the city civil service are to be applicable and required of all applicants in accordance with the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-17: CONDUCT OF EXAMINATIONS; CERTIFICATION OF QUALIFIED PERSONS:

The commission must conduct examinations in accordance with the provisions of the laws of the state relative thereto, and for the purpose of determining the qualifications of applicants for positions under civil service, and must duly certify to the city council a list of the qualified persons as set forth in the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-18: PROCEDURE FOR CONDUCT OF HEARING APPEALS:

Notwithstanding chapter 1 of this title, the commission may adopt its own rules governing the procedure for the conduct of

hearing appeals. (Ord. 56-15, 9-8-2015)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 5:45:39 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Randall Ludowitz
Pronunciation:	Ran-Dell Lou-Dough-Wits
Street Address: You must live within the Dubuque city	867 Barbaralee

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	(563) 663-1770
Email Address(es):	Rludy2002@aol.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Telegraph Herald
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I had many interactions with Civil Service when I served as a Union Steward.
Describe your	I was a Union Steward with the City of Dubuque and was present for

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	many meetings with Civil Service in matters of grievances and contracts
Share your experience working in diverse environments:	I worked for the City for over 30 years and delt with lots of diverse employees and citizens. I volunteer at the Veterans Freedom Center. I give rides for Duride. And Volunteer at Hospice of Dubuque.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Kevin Saylor 563 542 5489. Kevin was the Business agent with Teamsters local 421. Al Rowell 563 542-6512 Al is President of the Veterans Freedom Center

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

Signature (type your name here as electronic verification):	Randall Ludowitz
Date:	7-29-2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/2/2025 11:58:56 AM

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Colleen McKenna
Pronunciation:	Call-Lean Mick-Ken-Ah
Street Address: You must live within the Dubuque city	1360 Mount Pleasant Street

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	847-951-8854
Email Address(es):	coll.mckenna@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	September 2025 at Dubuque Forward
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Dubuque Nature Everywhere leadership team.
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Multicultural Family Center (marketing committee),
Why are you interested in applying for this Board or Commission?	I have a deep respect for the work of civil servants, especially those serving in police, fire, and dispatch. Beyond their life-saving responsibilities, these departments are essential to building trust, stability, and a sense of safety in our community—qualities that feel more important than ever in today's divided climate.

My interest in this commission also comes from personal experience. In 2019, I participated in Dubuque's Citizen Police Academy and a police ride-along, which gave me valuable insight into the department's operations, procedures, and challenges. These experiences deepened my appreciation for the complexities of civil service roles and the importance of fair, transparent processes.

Professionally, my background in public relations has equipped me to gather facts, listen to different perspectives, and apply them fairly within established rules and regulations. Combined with my education and life experience, I strive to be an ethical decision-maker and to lead by example.

Most of all, helping others and contributing to my community are values close to my heart. Serving on the Civil Service Commission would allow me to support the people who serve Dubuque every day and to play a small but meaningful role in strengthening the fabric of our city.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I hold a BA in public relations from Loras College and an MA in public relations from DePaul University in Chicago, and I have worked in the communication industry for over 15 years. This experience has prepared me to gather facts, weigh different perspectives, and apply them fairly within established rules and regulations. My professional background has also required me to make ethical decisions, communicate clearly, and lead by example—all qualities that I believe are essential for serving on the Civil Service Commission.

On a personal level, I have sought out opportunities to gain a deeper understanding of public safety roles in Dubuque. I participated in the Citizen Police Academy in 2019 and completed a police ride-along. Both of which provided me with firsthand insight into the daily responsibilities, procedures, and challenges faced by our civil service departments. I plan to participate in the next Citizens Police Academy to gain a more current perspective. If selected to serve on the Commission, I would continue to participate in regular ride-alongs to remain connected to the challenges our civil service workers face and the expectations placed upon them. If there are similar opportunities with the fire department and dispatch, I would be glad to participate as well.

Volunteerism and community leadership are also central to who I am. I have volunteered at the Salvation Army food pantry, which gave me a greater perspective on the needs of lower-income and underserved residents. In addition, I lead the Dubuque Nature Everywhere team through its research and foundation-building stages, collaborating with the youngest Dubuque residents, along with their parents, educators, caregivers, and guardians, to expand access to nature for 0-6-year-olds. Both roles have strengthened my ability to listen with

	empathy, build consensus, and create practical solutions. Finally, my personal strengths align closely with the qualities needed for this Commission. My CliftonStrengths top results—harmony, achiever, consistency, learner, and empathy—reflect both my commitment to fairness and my drive to work hard on behalf of the community. These strengths, combined with my education, professional experience, and service, prepare me to thoughtfully and ethically support the mission of the Civil Service Commission.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Nick Kittle—CEO of Sustainovation—(719) 213-5100, client and mentor. Jared McGovern—Director of Wanderwood Gardens, (563) 590-8060, client + coworker through Dubuque Nature Everywhere/Dubuque Forward.

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):	Colleen E. McKenna
Date:	10/2/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 7:03:07 AM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Brian J Neises
Pronunciation:	Nice-es
Street Address: You must live within the Dubuque city	1841 Phyllrich Dr.

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	5633132466
Email Address(es):	neisesbrian@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Telegraph Herald
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I just moved back to Dubuque from Asbury and would like to be involved in supporting city.
Describe your	I currently am a program manager at Goodwill and former Dubuque

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	teacher. I have a masters degree and have served in many volunteer positions from volunteer firefighter and EMT to teachers union and executive board. I volunteered with Bridges out of Poverty at Prescott. I am currently the Chaplain of the Dubuque Moose Lodge.
Share your experience working in diverse environments:	I dedicated 15 years to Dubuque Schools starting at Central Altrrnative High School and ending at Lincoln Elementary. Both were tough schools with a variety of student backgrounds and socio economic levels.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Randy Rennison 581-3227, oldest living friend Brad Cavanaugh, friend and fellow volunteer at Bridges out of Poverty

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

Signature (type your name here as electronic verification):	Brian J Neises
Date:	07/29/2025

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 8/4/2025 11:56:58 AM

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Tom Parker
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	2743 Mineral St

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	319 210 3244
Email Address(es):	tdp0634@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	Retired Police Captain, Dubuque Police Department, 04/1981, 11/2006. Have always been interested in maintaining a standard of professional conduct for anybody involving in public service.
Describe your	Before being promoted, was a union representative for police

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	officers. Career advancement and promotions allowed me the opportunity to influence officers behavior and career advancement.
Share your experience working in diverse environments:	Following my career at the police department, I was employed at Rockwell Collins as a senior manager, supervising a diverse group of employees. My position required regular interaction with a wide range of employers from other departments, and other locations. My position also required frequent travel and regular remote meetings with management from other countries.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Ron Conrad Jr. 563 580 9760, employer. Russ Stecklein, 563 590 9285, former coworker.

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

Signature (type your name here as electronic verification):	Tom Parker
Date:	08/04/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/29/2025 8:03:06 AM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Darcy VanOstrand
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	1222 Lincoln Ave

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	563-564-6232
Email Address(es):	d_kiebler@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	TH paper
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I want to be more involved
Describe your	I own my business & have been dealing with a lot of people for many

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	years. I feel I could be an asset
Share your experience working in diverse environments:	In my job I have had to work with people from many different backgrounds and ages
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Cheryl Bybee (309) 230-8640-client Katrina Wilberding (563) 580-7357-client

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):	Darcy VanOstrand
Date:	7/29/2025

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ARTICLE C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

2-5C-1: Commission Created

2-5C-2: Purpose

2-5C-3: Internal Organization And Rules

2-5C-4: Procedures For Operation

2-5C-5: Membership

2-5C-6: Oath

2-5C-7: Terms

2-5C-8: Vacancies

2-5C-9: Officers/Organization

2-5C-10: Meetings

2-5C-11: Compensation

2-5C-12: Removal

2-5C-13: Powers

2-5C-14: Grievance Procedure; Review Standards; Appeal Process

2-5C-15: Procedures For Operations

2-5C-1: COMMISSION CREATED:
There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

2-5C-2: PURPOSE:
The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

2-5C-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. 33-19, 7-15-2019)

2-5C-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

2-5C-5: MEMBERSHIP:

A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.

B. Qualifications:

1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.

2. Four (4) members must be residents of the community at-large.

3. One member must be appointed by and from the membership of the Housing Commission, with City Council approval. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-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. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-7: TERMS:
The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

2-5C-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

2-5C-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. 33-19, 7-15-2019)

2-5C-10: MEETINGS:

A. Regular Meetings: The commission must meet monthly.

B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance:

1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

F. Quorum: Five (5) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

2-5C-12: REMOVAL:

Except as provided in subsection2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

2-5C-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;

B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;

C. To identify community development needs, particularly the needs of persons of low/moderate income;

D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;

E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;

F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;

G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;

H. To serve in an advisory role to the City Manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,

I. To support, upon request, the efforts of the City Council and other City commissions in the assessment of the general development needs of the community. (Ord. 33-19, 7-15-2019)

2-5C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:

The grievance procedure for the CDBG program is as follows:

A. Any aggrieved person may file a grievance with the City Manager.

B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.

C. The City Manager must forward the grievance to the commission within seven (7) business days of its receipt.

D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.

E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.

F. The commission must forward its recommendation, in writing, to the City Manager within ten (10) business days following the hearing.

G. The City Manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the City Manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the City Manager, an appeal may be filed with the City Clerk. The appeal must be forwarded by the City Clerk to the City Council. The City Council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the City Council must:

1. Accept the response of the City Manager;
2. Modify the response of the City Manager; or,
3. Return the grievance to the City Manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development. (Ord. 33-19, 7-15-2019)

2-5C-15: PROCEDURES FOR OPERATIONS:
The commission must operate in accordance with the standards and procedures set forth in the City's CDBG program's Citizen Participation Plan. (Ord. 33-19, 7-15-2019)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Alexis Steger; Mary Bridget Corken Deutsch;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 11/21/2025 5:47:30 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Community Development Advisory Commission
Please identify which opening on the Community Development Advisory Commission your	Low to Moderate Income Area Representative

qualifications represent:	
Name:	Talma M Brown
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2004 Windsor Avenue
Zip Code:	52001
Preferred Phone Number:	4062491367
Email Address(es):	Stargazerlily1963@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website
If other, please specify:	Current CDAC board member
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?	Transit Board
Have you served on a Board, Commission, or	Yes

Committee before?	
If yes, which?	Current CDAC board member
Why are you interested in applying for this Board or Commission?	I was recently told my term as a CDAC board member expires in February 2026. I would like to continue being a CDAC board member. I believed I had a 3-year term, which has not yet expired.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am a Disabled Person, a Veteran who lives in the census tract served by this board/commission. I have many years of volunteer work for social service agencies in several States.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Mary Bridget Corken-Deutsch Stacy Weeber

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):	Talma M Brown
Date:	11-21-2025

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CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

15-2-1: Commission Created

15-2-2: Purpose

15-2-3: Internal Organization And Rules

15-2-4: Procedures For Operation

15-2-5: Membership

15-2-6: Oath

15-2-7: Terms

15-2-8: Vacancies

15-2-9: Officers/Organization

15-2-10: Meetings

15-2-11: Compensation

15-2-12: Removal

15-2-13: Powers

15-2-1: COMMISSION CREATED:
There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:
The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 62-15, 9-21-2015)

15-2-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:
A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 62-15, 9-21-2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:
The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross- representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

15-2-9: OFFICERS/ORGANIZATION:
The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 62-15, 9-21-2015)

15-2-10: MEETINGS:

A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. Attendance:

1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

E. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget. (Ord. 62-15, 9-21-2015)

15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;

B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;

C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;

D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;

E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;

F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a public hearing;

G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;

H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and

I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jason Duba; Wally Wernimont; Christine Happ Olson; Matt O'Brien; rblosch@cityofdubque.org;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 12/30/2025 3:59:59 PM

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Board/Commission Application Form

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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
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

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 below

Personal Information

Select the Board, Commission, or Committee applying for:	Long Range Planning Advisory Commission
Name:	Rebecca Bruce
Pronunciation:	*Field not completed.*
Street Address:	7926 N. Westbrook Drive

You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	5157102963
Email Address(es):	rebeccagb517@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Volunteer Dubuque
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	I currently serve on the State of Iowa Health & Human Services Maternal Health Community Advisory Board
Why are you interested in	I grew up in Des Moines and moved away for college in 1997. After graduating from Iowa State University in 2001 I moved to Des

applying for this Board or Commission?	Moines and stayed there until 2024 when I moved back to Dubuque to help care for my aging parents. There are many things that I love about Dubuque being a smaller town (the school system is amazing!) but there are still things that I miss. I used the airport consistently in the last year and while it had many challenges, I was disappointed to see the airline not be successful. I am a firm believer that if you can't just sit back and complain--you should be a part of change. I'd love to help Dubuque think about it's future goals and how it can be an attractive community for all.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I work remotely for the American College of Osteopathic Family Physicians (based on Chicago) as their Manager of Meetings & Program Management. In this position I need to think big picture and then scale those tactics back to manageable logistics. I see a lot of cross over between my career skills and this project.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Laura Sievers, volunteer organizer, 563-552-9354 Jackie Matt, former boss, 515-971-2637

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):	Rebecca Bruce
Date:	12/30/2025

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CITY OF DUBUQUE
BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 26	Indicates openings within 2026

Open	Indicates Current Opening

AIRPORT COMMISSION
4 Yr. Term - Meets 4th Tue., 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

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

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

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION
3 Yr. Term - Meets 4th Tue., 3:30 p.m., MFC or Varied locations

Public Member 1	Addison	Aronson	6/30/27
Public Member 2	Nick	Halder	6/30/28
Public Member 3	Gail	Chavenelle	6/30/27
Arts Rep. 1	Shirley	Davis-Orwoll	6/30/28
Arts Rep. 2	Doug	Donald	6/30/26
Arts Rep. 3	David	Barba	6/30/26
Arts Rep. 4	Jessica	Ochoa	6/30/28

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

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

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

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

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

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

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

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

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	Gary	Ruden	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	Lucas	Delaney	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 Boeke	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	Ben	Loeffelholz	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Tuesday, January 20, 2026 2:02 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229219] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229219
Date/Time	1/20/2026 2:02 PM
Type	Contact City Council
Address	1360 MT PLEASANT ST, Dubuque
Origin	Website
Comments	Please see my attached letter of introduction and resume for consideration for the Civil Service Commission. If you have any questions, please don't hesitate to ask. All the best, Colleen McKenna
Submitter	McKenna, Colleen 1360 Mt. Pleasant St. Dubuque, IA 52001 847-951-8854 630-664-6805 coll.mckenna@gmail.com Colleen McKenna_Resume_January 2026.pdfIntroduction Letter to City Council_Colleen McKenna_Jan 2026.pdf

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Dubuque, IA

Lock Eleven

Colleen McKenna, Founder
1360 Mt. Pleasant St.
Dubuque, IA 52001

January 20, 2026

Dubuque City Council
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor Cavanaugh and City Council Members Resnick, Staver, Leyendecker, Roussell, Sprank, and Wethal:

I hope this message finds you well. I'm writing to introduce myself as an applicant for the **Dubuque Civil Service Commission** and to share why this opportunity is personally meaningful to me.

I've loved Dubuque since 2003, when I first arrived as a student at Loras College. While I grew up in the northwest suburbs of Chicago, it was clear to me early on that Dubuque was special. Not just because of its beauty, but because of its people. The kindness, collaborative spirit, and genuine care residents show for one another left a lasting impression on me. It shaped my desire to build a life rooted in community, service, and shared responsibility.

I returned to Dubuque in 2013 after my husband, Steve, and I chose to build our life here. Since then, I've worked in marketing and public relations at local organizations, including Loras College and Cartegraph. My time at Cartegraph, in particular, opened my eyes to the essential work of civil servants and the role they play behind the scenes in supporting residents, businesses, and visitors. It reinforced my belief that meaningful, high-impact work happens here—and that Dubuque competes with much larger cities because of the talent and commitment of its people.

Today, I'm the Founder and Head of Marketing Strategy and Content Creation at Lock Eleven, my Dubuque-based marketing consulting company. My work centers on helping organizations clarify their story and turn marketing strategies into real revenue engines. I specialize in cutting through complexity, getting to the heart of an issue, and using data to

inform decisions that deliver measurable results. At its core, my work has trained me to think clearly, communicate precisely, recognize bias, and understand how decisions are framed, understood, and trusted—skills that align closely with the responsibilities of the Civil Service Commission.

I'm also deeply involved in the community. I've come before the Council several times through my work with Dubuque Nature Everywhere—most recently on November 17, 2025, when the Council approved the Dubuque Children's Outdoor Bill of Rights. Through this work, I've collaborated with City and County staff, educators, nonprofits, and community stakeholders while leading research, surveys, focus groups, and cross-sector working groups. I'm also a graduate of the Dubuque Citizens Police Academy and the City Life program, and I've volunteered locally with Project Rooted and the Salvation Army Food Pantry. These experiences have reinforced the importance of transparency, fairness, public service, and public trust in civic systems.

I'm interested in serving on the Civil Service Commission because departments such as police and fire sit at the heart of community trust. Residents often interact with these professionals during some of the most difficult moments of their lives. Ensuring fair, consistent, and transparent processes helps ensure the City has the right people in place to serve our community and maintain a high quality of life.

I would approach this role with preparation, care, and respect for established procedures and the responsibility entrusted to the Commission. Thank you for your time and consideration, and I appreciate the opportunity to serve.

Warm regards,

Colleen E. McKenna

Colleen McKenna
Resident and Small Business Owner
Dubuque, Iowa

Attachment: Resume



COLLEEN MCKENNA

Demand Gen | Copywriting | PR | Marketing

CONTACT

colleen@lockeleven.com

(847) 951-8854

Colleen McKenna

ACHIEVEMENTS AND CERTIFICATIONS

MKTING + SALES HUB CERTIFIED
HubSpot Academy
Oct 2025–Nov 2026

GOOGLE ADS CERTIFIED
Google
Apr 2025–Apr 2026

WOMEN OF ACHIEVEMENT: ORGANIZATIONAL IMPACT AWARD
Women's Leadership Network
Apr 2022

ORANGE EMPLOYEE AWARDS
Cartegraph
Share Our Midwest Nice: 2021, 2019
Lead With Empathy: 2020

LEADERSHIP ACADEMY
NICC—Business Solutions
May 2020

LEADERSHIP DUBUQUE PROGRAM, CLASS OF 2018
Dubuque Chamber of Commerce
Jun 2018

EDUCATION

MA in PR and Advertising
DePaul University | Chicago, IL

BA in PR and English Literature
Loras College | Dubuque, IA

PROFESSIONAL EXPERIENCE

Founder, Head of Marketing Strategy & Content Creation

Lock Eleven | May 2023–Present

- Develops and executes data-driven marketing strategies to elevate brands, drive engagement, and generate measurable growth.
- Crafts compelling content across multiple platforms to build brand authority, connect with target audiences, and drive conversions.
- Helps businesses define their value proposition, refine messaging, and implement marketing campaigns that fuel long-term success.

Director of Marketing

Brillion | Oct 2023–Dec 2024

- Rebranded and elevated four acquired companies into a single, unified "Brillion" in just six months. Facilitated discovery, naming, messaging, visual identity, and the development of all new marketing and sales assets.
- Led internal and external brand rollout. Generated 900+ placements with a potential reach of 3.7B. Additionally, the new website performed 89% better than the four previous websites combined.
- Launched growth marketing efforts, generating 300+ MQLs, $2M+ in MGOs, and $6M+ in influenced opportunities in eight months.

Demand Generation Manager

Frequence | Feb 2023–Oct 2023

- Planned and implemented multi-channel demand campaigns across SEM/PPC, social, display, email, web, and traditional partner promos.
- Led all HubSpot marketing automation, campaign analytics, lead scoring, sales enablement, database hygiene, and reporting efforts.
- Improved QoQ contact creation by 154%, contact engagement by 158%, new deal creation by 115%, and deal-win rate by 120%.
- Optimized the website for search. Fixed 1K errors and improved site health by 20%, placing Frequence in the top 10% of SEMRush websites.

Senior Manager of Demand Generation

OpenGov | Dec 2022–Feb 2023

- Owned and executed lead gen campaigns across ABM, email, PPC, display, social, print, content ads, webinars, and partner promos.
- Developed, measured, and iterated on multi-touch ad campaigns to attract and nurture prospects. Managed and optimized $1M+ across four products, dozens of channels, and 20+ partners.



COLLEEN MCKENNA

Demand Gen | Copywriting | PR | Marketing

CONTACT

colleen@lockeleven.com

(847) 951-8854

Colleen McKenna

TESTIMONIALS

Read more on LinkedIn!

"I cannot say enough good things about Colleen's innate grasp of marketing, and her ability to deliver a high-quality product on time and on budget. She is creative, driven, focused, and a true powerhouse."

—Nick Kittle
CEO + Client



"Colleen is a good manager, listener and most of all, she understand the fundamentals of building a successful marketing plan in addition to having the experience and ability to execute. I would highly recommend her."



—Nishaant Sangaavi
Co-Founder, CEO

"Colleen is a highly-collaborative and results-oriented leader. She's a valuable asset to any team and possesses the drive and dedication to consistently achieve outstanding results."

—Mitch Bradley
Chief Revenue Officer



Marketing Manager

Cartegraph | Jan 2020–Dec 2022 (Acquired in Sep 2022)

- Developed, executed, analyzed, and reported on the overall marketing strategy. Directed advertising and content marketing while overseeing trade shows, events, digital marketing, advertising, promotions, and PR.
- Spearheaded ABM efforts and optimized ad creation. Engaged 3,200 accounts with 150 unique campaigns in 18 months, influencing $31M in new pipeline. Improved Terminus campaign reach by 4x in one year.
- Expanded the PR program with two freelancers. Secured 14 features, reaching a potential 357M viewers and an AEV of $4.2M.
- Converted a weeklong, in-person national user conference to a two-day virtual experience. Reached 1K+ attendees—outperforming stretch goals—with sessions directly generating $800K in pipeline.
- Managed HubSpot database, automated marketing workflows, segmented lists, built lead scoring, created email nurtures by persona and deal stage, spun up landing pages and one-off emails.

Brand Communication Specialist

Cartegraph | Sep 2016–Jan 2020

- Created award-winning content that drove leads and educated prospects and customers. Wrote guides, case studies, articles, email nurtures, website pages, one-pagers, brochures, and more.
- Wrote and developed an "Asset Management Basics" workbook that generated 3,300+ leads, 30+ opportunities, and $1+ million in pipeline.
- Increased media mentions by 2,600% in a year by significantly elevating the public relations and thought leader programs.
- Pioneered traditional, digital, and social advertising programs. Nurtured industry partnerships; developed and negotiated paid campaigns that secured over half of all MQLs in both 2018 and 2019.

Public Relations Manager

Lands' End | Dec 2015–Sep 2016

- Developed and executed strategic marketing communication plans.
- Acted as a company spokesperson. Secured placements in Vanity Fair, Marie Claire, Real Simple, Cosmopolitan, GQ, and InStyle. Wrote releases, CEO quotes, fact sheets, social posts, and taking points.
- Garnered 243 million consumer impressions, 11,000 new emails and 31.6M social impressions by leading cross-functional teams through a national Mother's Day campaign.



COLLEEN MCKENNA

Demand Gen | Copywriting | PR | Marketing

CONTACT

colleen@lockeleven.com

(847) 951-8854

Colleen McKenna

CLIFTON STRENGTHS

1. Harmony
2. Achiever
3. Consistency
4. Learner
5. Empathy
6. Competition
7. Restorative
8. Focus
9. Significance
10. Relator

CULTURE INDEX

Traditionalist

TECHNICAL SKILLS

- Account-based marketing
- AdRoll
- Canva
- Content strategy + creation
- Data analysis
- Digital advertising
- Email marketing + drips
- Google Analytics + Ads
- HubSpot Certified
- Lead scoring + nurturing
- Marketing automation + AI
- Negotiation tactics
- Public relations + media pitching
- Salesforce
- Semrush + SEO
- Social media strategy
- Squarespace
- Storytelling
- Terminus + RollWorks + 6Sense
- Webflow
- WordPress

Public Relations and Social Media Manager, Interim Analytics Specialist, and Adjunct Professor

Loras College | Sep 2013–Dec 2015

- Strategized and implemented PR plans that garnered placements in the Wall Street Journal, CNN, Washington Post, and USA Today. Increased pitches and online stories by 800% in a single year.
- Wrote across all college mediums, including press releases, magazines, newsletters, ads, brochures, web pages, social media accounts, and industry expert bylines.
- Directed the college's social media strategy. Designed, implemented, and analyzed engaging campaigns across all platforms.
- Wrote and executed the integrated marketing communication plan for the Center for Business Analytics, its supporting events, and programs. Oversaw the creation and maintenance of marketing materials.
- Planned, managed, and promoted a business analytics symposium, registering 250 tri-state professionals. Successfully coordinated day-of registration, executive breakfast, 14 speaker presentations (in addition to my own), an awards luncheon, and several media interviews.
- Taught "PR Case Studies." The advanced course required analysis and evaluation of current and historical PR situations, particularly the impact on organizational structure and decision-making. Students competed in creating and presenting a campaign for a real client.

Senior Account Executive

Bliss Integrated Communication | Dec 2010–Sep 2013

- Head relationship manager and team lead for tier-one clients including the Ontario Ministry of Economic Development and Innovation, the Key Private Bank Director of Research, Key Private Bank Wealth Management, Key Business Banking, Key Middle Market, Strategic Decisions Group, and Confluence.
- Developed media outreach strategy, media lists and proactively pitched national, trade and broadcast media producing media results with Associated Press, Reuters, CNBC Closing Bell, Wall Street Journal, Forbes, MarketWatch, Dow Jones, American Banker, and more.
- Managed the Ontario Ministry of Economic Development and Innovation's social media program. Provided daily content, community management, monitoring, insight, and client counsel.
- Wrote releases, media briefs, quarterly and annual international and domestic social media plans. Co-wrote the yearly client PR and integrated marketing communication plans.

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Tuesday, January 13, 2026 11:03 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229121] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229121
Date/Time	1/13/2026 11:03 AM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Hello, I am applying for a position on the Civil Service Commission. I am retired from the City of Dubuque after working 36 years part and full time. Since retiring I volunteer at The Veterans Freedom Center, Hospice of Dubuque and Duride. I also volunteer for Toys for Tots during the Holiday season. I feel my many years attending Civil Service meetings while working for the City makes me an excellent candidate for the job. I appeared before the City Council the first time I applied. Thank You. Randy Ludowitz
Submitter	Ludowitz, Randall 867 Barbaralee Dubuque, IA 52003 563-663-1770 rludy2002@aol.com

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Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, January 15, 2026 12:55 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229165] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229165
Date/Time	1/15/2026 12:55 PM
Type	Contact City Council
Address	2004 WINDSOR AVE, Dubuque
Origin	Website
Comments	I am currently a member of the CDAC board/commission. My current term expires in February 2026. I have been told that the City Council will be reviewing my application on January 20, 2026, as I have applied to continue as a CDAC board member for another term. I will be attending the City Council meeting virtually if you have any questions to ask me. Thank you. Talma "Tammy" Brown
Submitter	Brown, Talma M 2004 Windsor Ave Dubuque, IA 52001 406-249-1367 stargazerlily1963@gmail.com

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Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, January 15, 2026 8:22 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229170] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229170
Date/Time	1/15/2026 8:22 PM
Type	Contact City Council
Address	7926 N WESTBROOK DR, Dubuque
Origin	Website
Comments	Hello! My name is Rebecca Bruce and I have recently applied to volunteer for the Long Range Planning Advisory Commission for the city of Dubuque. I was born and raised in Dubuque but left in 1997 for college and then stayed away to pursue opportunities in the "big city" until aging parents called me home in 2024. While I love being near family I do miss the various amenities a large city has to offer. With a career in hospitality I have traveled the country and have seen big and small cities and appreciate the charm both bring to its community. I would love to be able to share ideas and help Dubuque continue to to charm visitors and residents alike. Losing the Denver Air Connection was a devasting loss for the city but I can also understand that it wasn't a sustainable business model for the community. I'd like to be able to help officials plan for long-term growth, development, and community priorities for a city I hold dear. Attached are a current resume and headshot as a form of an introduction. I am happy to answer additional questions via email at rebeccagb517@gmail.com

Submitter	Bruce, Rebecca 7926 N. Westbrook Drive Dubuque, IA 52002 515-710-2963 rebeccagb517@gmail.com Rebecca Bruce_Headshot1.jpgRebecca_Bruce_Resume_2025.pdf

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Dubuque, IA

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January 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS
 # 1.

ITEM TITLE:	Grand Harbor Hotel - Assignment of Development Agreement
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the assignment of the Development Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC, and City Manager recommending approval. **RESOLUTION** Approving The Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG Hospitality, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. MVM_Assignment from Westdale to RG Hospitality_1-15-26
3. DA_Assignment Resolution_12-23-25
4. Assignment of Development Agreement-Westdale Signature
5. Assignment of Development Agreement-RG Hospitality Signature

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand Harbor Hotel Assignment of Development Agreement and Lease Agreement

DATE: January 15, 2026

City Attorney Crenna Brumwell is recommending City Council approval of the assignment of the Development Agreement and Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

Platinum Holdings, LLC and the City of Dubuque, Iowa entered into a Development Agreement dated June 19, 2000, as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP against Platinum resulting in a foreclosure judgment and sale. Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. RG Hospitality, LLC purchased the property at the foreclosure sale.

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MICHAEL C. VAN MILLIGEN, CITY MANAGER**

DATE: **JANUARY 15, 2026**

RE: **GRAND HARBOR HOTEL**
ASSIGNMENT OF DEVELOPMENT AGREEMENT AND LEASE AGREEMENT

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. RG Hospitality, LLC purchased the property at the foreclosure sale. An assignment from Westdale to RG Hospitality, LLC for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to RG Hospitality, LLC.

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4381 / FAX (563) 583-1040 / EMAIL cbrumwel@cityofdubuque.org

RESOLUTION NO. _____-26

APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC TO RG HOSPITALITY, LLC.

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000, as amended; and

WHEREAS, Westdale Capital Investors 3, LP (Westdale) is a successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Development Agreement to RG Hospitality, LLC; and

WHEREAS, Section 5.4 of the Development Agreement requires consent of the City to assignment of lease, which consent shall not be unreasonably withheld; and

WHEREAS, the City Council of the City of Dubuque finds that the City of Dubuque should consent to the assignment.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Development Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Development Agreement with the City and agrees to assume all obligations and responsibilities in the Development Agreement.

Section 3. The City of Dubuque hereby approves of the Assignment of the Development Agreement, a copy of which is attached hereto, from Westdale to RG Hospitality, LLC.

Section 4. The Mayor is authorized and directed to sign the Assignment of the Development Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this ____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG HOSPITALITY, LLC

This Assignment Agreement, dated for reference purposes the 24th day of December, 2025, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC (Platinum), and RG Hospitality, LLC, a South Dakota limited liability company .

WHEREAS, Platinum and City entered into a Development Agreement dated June 19, 2000 (the Development Agreement), as amended, for the development of five acres into a hotel and water park resort;

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Development Agreement to RG Hospitality, LLC; and

WHEREAS, the City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Development Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Development Agreement with the City and agrees to assume all obligations and responsibilities in the Development Agreement.

WESTDALE CAPITAL INVESTORS 3 LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC.

By: _____

RG HOSPITALITY, LLC

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne Breitfelder, City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG HOSPITALITY, LLC

This Assignment Agreement, dated for reference purposes the _____ day of _____, _____, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC (Platinum), and RG Hospitality, LLC, a South Dakota limited liability company .

WHEREAS, Platinum and City entered into a Development Agreement dated June 19, 2000 (the Development Agreement), as amended, for the development of five acres into a hotel and water park resort;

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Development Agreement to RG Hospitality, LLC; and

WHEREAS, the City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Development Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Development Agreement with the City and agrees to assume all obligations and responsibilities in the Development Agreement.

WESTDALE CAPITAL INVESTORS 3 LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC.

By: _____

RG HOSPITALITY, LLC

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne Breitfelder, City Clerk

Copyrighted
January 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS
 # 2.

ITEM TITLE:	Grand Harbor Hotel - Assignment of Lease Agreement
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the assignment of the Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC, and City Manager recommending approval. **RESOLUTION** Approving The Assignment Of The Lease Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holding LLC To RG Hospitality, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. MVM_Assignment from Westdale to RG Hospitality_1-15-26
3. Lease_Assignment Resolution_12-23-25
4. Assignment of Lease Agreement-Westdale
5. Assignment of Lease-RG Hospitality

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand Harbor Hotel Assignment of Development Agreement and Lease Agreement

DATE: January 15, 2026

City Attorney Crenna Brumwell is recommending City Council approval of the assignment of the Development Agreement and Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

Platinum Holdings, LLC and the City of Dubuque, Iowa entered into a Development Agreement dated June 19, 2000, as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP against Platinum resulting in a foreclosure judgment and sale. Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. RG Hospitality, LLC purchased the property at the foreclosure sale.

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MICHAEL C. VAN MILLIGEN, CITY MANAGER**

DATE: **JANUARY 15, 2026**

RE: **GRAND HARBOR HOTEL**
ASSIGNMENT OF DEVELOPMENT AGREEMENT AND LEASE AGREEMENT

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. RG Hospitality, LLC purchased the property at the foreclosure sale. An assignment from Westdale to RG Hospitality, LLC for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to RG Hospitality, LLC.

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4381 / FAX (563) 583-1040 / EMAIL cbrumwel@cityofdubuque.org

RESOLUTION NO. _____-26

APPROVING THE ASSIGNMENT OF THE LEASE BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDING LLC TO RG HOSPITALITY, LLC

WHEREAS, Platinum Holdings, LLC and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 4, 2001, as amended; and

WHEREAS, Westdale Capital Investors 3, LP (Westdale) is a successor in interest to Platinum Holdings, LLC pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Lease Agreement to RG Hospitality, LLC; and

WHEREAS, Article 15 of the Lease requires consent of the City to assignment of lease, which consent shall not be unreasonably withheld; and

WHEREAS, the City Council of the City of Dubuque finds that the City of Dubuque should consent to the assignment.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Lease Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Lease Agreement with the City and agrees to assume all obligations and responsibilities in the Lease Agreement.

Section 3. The City of Dubuque hereby approves of the Assignment of the Lease, a copy of which is attached hereto, from Westdale to RG Hospitality, LLC.

Section 4. The Mayor is authorized and directed to sign the Assignment of Lease on behalf of the City of Dubuque.

Passed, approved and adopted this ____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

ASSIGNMENT OF LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG HOSPITALITY, LLC

This Assignment Agreement, dated for reference purposes the 24th day of December, 2025, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC and RG Hospitality, LLC, a South Dakota limited liability corporation.

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 4, 2001 (the Lease Agreement), as amended, shown in Exhibit A; and

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Lease Agreement to RG Hospitality, LLC; and

WHEREAS, City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Lease Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Lease Agreement with the City and agrees to assume all obligations and responsibilities in the Lease Agreement.

WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC.

By: _____

RG HOSPITALITY, LLC

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

Exhibit A
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made as of the 4th day of June, 2001, by and between the CITY OF DUBUQUE, IOWA, a municipal corporation (Lessor), and PLATINUM HOLDINGS, LLC, an Iowa limited liability company (Lessee).

WHEREAS, Lessor and Lessee have entered into a certain Amended Development Agreement dated as of January 15, 2001 (the "Development Agreement"); and

WHEREAS, the Development Agreement contemplates that the parties enter into a lease for certain real estate in Dubuque County, Iowa;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1
DEMISE AND TERM

1.1 Demise and Term. 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 to and made a part of this Lease, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the "Demised Premises"), to have and to hold for an initial term commencing as of the date of this Lease and ending on the 3rd day of June, 2051 (the "Initial Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On completion of the Phase II Improvements (as defined in Section 3.1 of the Development Agreement), the term shall be extended for the appropriate period of time in order that the Lease term shall be fifty (50) years from the time the Lessee receives the Certificate of Completion related to the completion of the Phase II Improvements.

1.2 Minimum Improvements. Lessee shall construct the Minimum Improvements (as defined in Section 3.1 of the Development Agreement) in the time and manner required by the Development Agreement.

1.3 Parking Use Agreement. In connection with this Lease, the Lessor and Lessee shall enter into a Parking Use Agreement, in substantially the form of Exhibit G (the "Parking Use Agreement"), pursuant to which the Lessor shall provide parking to Lessee at no cost. The Parking Use Agreement shall be transferable with this Lease and shall remain in effect for the length of the Initial Term and any extension or renewal of this Lease.

ARTICLE 2
RENT

Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises as follows:

2.1 Base Rent. Until Lessee has received a Certificate of Completion for the

Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), Lessee shall pay Base Rent in the amount of $1.00 per year. For the first ten years of this Lease following receipt of such Certificate of Completion, Lessee shall pay Lessor rent as follows:

Year	Amount
One through Three	$22,860.00
Four through Five	$30,480.00
Six through Seven	$45,720.00
Eight through Nine	$53,340.00
Ten	$66,040.00

All such Base Rent shall be payable in twelve (12) equal monthly installments on the first day of each month. Notwithstanding the foregoing, in the event that Developer completes the Phase II Improvements in accordance with Section 3.1 of the Development Agreement, the Base Rent in effect at such time of completion shall become the Base Rent for an extended period of three (3) years following such completion, and thereafter. the above schedule shall resume unabated and in full and shall be extended by such additional three (3) year period.

Rental payable after the time such schedule has completed shall be computed as follows:

(i) The annual rental in effect at the completion of the above rental schedule shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the rental period immediately following the completion of the above rental schedule over the base Consumer Price Index in effect on the date one (1) year prior thereto. The annual rental computed under this subparagraph (i) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the above rental schedule. The annual Base Rent shall be paid in twelve (12) equal monthly installments.

(ii) The annual rental for the one (1) year period following the rental period in subparagraph (i) above, and for each one (1) year period thereafter, shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the new one (1) year period over the base Consumer Price Index in effect on the commencement date of the immediately preceding one (1) year period. The annual rentals computed under this subparagraph (ii) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the prior one (1) year period. The annual Base Rent shall be paid in twelve (12) equal monthly installments.

(iii) If during the Initial Term of this Lease, or any extension or renewal thereof, the Bureau of Labor Statistics, U.S. Department of Labor, ceases to maintain said Consumer Price Index, such other index or standard as will most nearly accomplish the intent and purpose of the Consumer Price Index and the use thereof by the parties hereto shall be used in determining the amount of any such

adjustment.

ARTICLE 3
TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in Lessee's business. Title to Lessee's trade fixtures (the "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 Demised 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.

3.2 Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall construct on the Demised Premises the Minimum Improvements as required by the Development Agreement (the "Improvements"). It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Subject to applicable law and the obligations imposed on Lessor as a governmental entity, Lessor agrees to process as expeditiously as possible all permits, variances and approvals reasonably required to develop and construct the Improvements on the Demised Premises. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Subject to the payment obligations of Lessor set forth below, upon any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements have expired, and that title to the Improvements has vested in Lessor.

ARTICLE 4
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

4.1 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 Demised Premises, together with all Improvements on the Demised 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 Demised 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.

4.2 Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Demised 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 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 Demised Premises shall be subject to the further rights of Holder as set forth in Section 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.

ARTICLE 5
TAXES

Until Lessee has received a Certificate of Completion for the Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), the Lessor shall be responsible for all real estate taxes levied, taxed or imposed upon the Real Estate. After the completion of the Minimum Improvements, Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the term hereof and which would become delinquent if not so paid during the term hereof. Lessee shall further provide to Lessor official receipts of the appropriate taxing authority or other evidence satisfactory to Lessor evidencing payment thereof.

During the term of this Lease, Lessee further agrees to pay all other taxes, 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 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, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the term hereof.

Lessee agrees to timely pay all taxes, 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.

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.

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, 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 Demised Premises or Improvements, shall be disputed, but only to the extent permitted under the Minimum Assessment Agreement between Lessor and Lessee with respect to the Demised Premises. 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, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

ARTICLE 6
REPAIRS

Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted. Lessee shall keep and maintain the Demised Premises and all Improvements in a condition consistent with other similarly classed operations. Lessee shall keep the Demised 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 Demised Premises to determine Lessee's compliance with this Article 6.

ARTICLE 7
COMPLIANCE WITH LAW

7.1 During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Demised Premises, including but not limited to the Americans with Disabilities Act.

7.2 Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and Improvements on the Demised Premises, and shall be liable for any damages to or destruction of any buildings or Improvements on the Demised Premises resulting from waste and shall be required to repair or rebuild such buildings or Improvements. Lessee may remove existing Improvements or construct new Improvements on the Demised Premises subject to all of the terms and conditions of this Lease provided Lessee has received the prior approval of Lessor, which approval Lessor shall not unreasonably withhold.

ARTICLE 8
ALTERATIONS

Lessee shall have the right, with Lessor's prior written consent which consent shall not be unreasonably withheld for any such alteration, addition, or modification that exceeds Fifty Thousand and 00/100 Dollars ($50,000.00) in cost, at Lessee's expense, from time to time during the term of this Lease to make any alteration, addition or modification to the Demised Premises or the Improvements thereon.

ARTICLE 9
USE OF DEMISED PREMISES

Lessee shall operate the Improvements for the purposes outlined in the Development Agreement and shall not knowingly use or allow the Demised Premises or any buildings or 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 Demised Premises or in any 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.

During the exclusivity period referred to in Section 4.2 of the Development Agreement, Lessee agrees that at least seventy-five percent (75%), or not less than one hundred forty two (142) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with the Developer at least one (1) year in advance. In the event the Phase II Improvements are constructed, Lessee agrees that at least sixty-five percent (65%), or not less than two hundred (200) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with Lessee at least one (1) year in advance. For purposes of this Agreement, a suite shall be deemed to be one (1) room. After the exclusivity period referred to in Section 4.2 of the Development Agreement, this paragraph shall only apply if Lessee, or an entity affiliated with Lessee, is managing the conference and education center owned by Lessor in the Ice Harbor District.

ARTICLE 10
INSURANCE

10.1 Lessee shall provide and maintain or cause to be maintained at all times during the process of constructing Improvements (and, from time to time at the request of City, furnish City with proof of payment of premiums on):

A. Builder's risk insurance, written on the Special Perils Form in an amount equal to one hundred percent (100%) of the replacement value of Improvements as the same shall exist from time to time during the construction process;

B. Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and

property damage of not less than $2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

C. Worker's compensation insurance, with statutory coverage.

10.2 Upon completion of construction of Improvements, Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of the payment of premiums on) insurance as follows:

A. 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, but any such policy may have a deductible amount of not more than $50,000.00. 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 City. 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 City, but not more frequently than once every three years, and paid for by Lessee.

B. Commercial general liability insurance, including personal injury liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $2,000,000.00.

10.3 All insurance required by this Article 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. Lessee shall deposit annually with City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Lessee and City at least thirty (30) days before the cancellation or modification becomes effective. Lessee shall furnish City evidence satisfactory to City that the policy has been renewed or replaced by another policy conforming to the provisions of this Section, 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 City 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 City immediately in the case of damage exceeding $500,000.00 in amount to, or destruction of, 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 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, Lessee shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to

the terms of any mortgage encumbering title to the Property.

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

ARTICLE 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 Demised Premises, shall take all necessary steps to acquire fee simple title to the Premises as required by law, 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 Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

ARTICLE 12
LESSEE'S WARRANTIES AND REPRESENTATION

12.1 Lessee Compliance With Law.

A. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use, occupancy and control of the Demised Premises.

B. Without limiting the obligations of Lessor under Section 3.2, Lessee shall be responsible for obtaining any and all applicable permits, licenses or authorizations as may be necessary for Lessee's use, occupancy and control of the Demised Premises.

12.2 Environmental Matters.

A. 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 Lessee or its agents or invitees. Notwithstanding any other provision of this Lease, Lessor agrees that Lessee shall not have any responsibility for any Pre-Existing Condition (as defined below) nor shall Lessor seek indemnification from Lessee for any such Pre-Existing Condition. There is a rebuttable presumption that any Hazardous Substances found on the Demised Premises were not deposited by Lessee and are a Pre-Existing Condition. A pre-existing condition ("Pre-Existing Condition") shall be defined as (i) any Hazardous Substances found on the Demised Premises which were not deposited by Lessee or its agents or invitees on the Demised Premises, (ii) any Hazardous Substances on the Demised Premises prior to the Initial Term of this Lease, and (iii) any Hazardous Substances which leach or migrate on to the Demised Premises from any adjoining properties, including properties owned by the Lessor.

B. Notwithstanding any other provision of this Lease, the Lessor, in its capacity as both owner of the Demised Premises as landlord under this Lease, shall retain any legal responsibility or liability, subject to available defenses, the Lessor may have under law for any Pre-Existing

Condition. This retained responsibility and duty includes the duty to assess, remove and remediate Pre-Existing Conditions on or affecting the Demised Premises as ordered by a state or federal agency, subject to the availability of a comfort letter. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by the Lessor or to require the Lessor to absorb any duties, responsibilities or liabilities that it does not already have for the Pre-Existing Conditions.

C. Lessee agrees to provide reasonable notice to the Lessor of any claims by adjoining or affected property owners, third parties, or parties making claims through a citizen action or private right of action under applicable law, environmental statutes or regulations which arise out of or are related to Pre-Existing Conditions on the Demised Premises. Upon receipt of such notice, to the fullest extent allowed by law, the Lessor agrees to defend, hold harmless and indemnify Lessee for costs and expenses associated with responding to any claims by adjoining property owners, third parties, or parties making claims through a citizen action or private right of action under applicable environmental statutes or regulations which arise out of or are directly related to Pre-Existing Conditions on the Demised Premises.

D. To the fullest extent allowed by law, the Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Pre-Existing Conditions from any governmental agency or court with proper jurisdiction to the extent that the Lessor, after Lessee has given reasonable notice of the governmental order to the City, does not timely and reasonably respond to said inquiry or order and if the Lessee allows full access to the Premises as necessary, as provided herein. The Lessor's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, the Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation.

E. Lessor shall provide reasonable notice to Lessee prior to requesting access for the purposes set forth above. Lessee agrees to allow the Lessor to have access to and use of the Demised Premises to times and locations which will minimize any disruption and which will not materially or unreasonably interfere with the operation or possession of the Demised Premises as required to respond to any governmental inquiry or order as described above. Except as set out below, the terms of this provision shall not be construed to require that the Lessee is under any obligation to Lessor to move, damage, or modify personal property, fixtures, or buildings on the Demised Premises or to allow Lessor to affect or modify this Lease, whether by lien, easement, or governmental order, except to the extent that use limitations and environmental protection easements may be placed on the Demised Premises which do not change or interfere with the actual or proposed use of the Demised Premises by Lessee. The Lessee agrees that it will not install drinking water wells or otherwise obtain potable water for the purpose of consumption or bodily contact from the groundwater underneath the Demised Premises and agrees to execute any necessary waivers or easements to that effect. If the Lessor is required by a state or federal agency to take such action which materially or unreasonably interferes with the operation or possession of the Demised Premises, or otherwise damages the property of Lessee, then the Lessor shall be required to pay the reasonable costs associated with such activity, including, without limitation, loss of income, economic damages, property damage, and other costs and expenses, whether temporary or permanent in nature, incurred by Lessee by reason of the interference.

B. Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance in, on or about the Demised Premises of which Lessee has actual knowledge.

C. Lessee covenants and agrees to promptly take any and all necessary and appropriate response to address any release of Hazardous Substance for which Lessee is responsible under Section 12.2A. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

D. Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises or knowingly allow the manufacture, treatment, or disposal of Hazardous Substances same on the Demised Premises.

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 Section 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, 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.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification of Lessee.

A. To the extent allowed by law, Lessor will 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 Demised Premises and resulting from any act or omission of Lessor, (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 Article 11. In case any action, suit or proceeding is brought against Lessee by reason of 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.

B. Lessee shall have the right to perform environmental site assessments of the Demised Premises to assess the environmental condition of the Demised Premises for the

purpose of constructing a hotel. Any results or reports created by such site assessment shall be the property of Lessee and may be used by Lessee and Lessor for any purpose provided that Lessor shall not disclose any such report or the information contained therein to any third party unless required to do so by law or legal process.

13.2 Indemnification of Lessor. Lessee will 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 Demised Premises during the term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the term of the Lease and (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 Article 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 Article 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.

ARTICLE 14
CONDEMNATION

14.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the 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 Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised 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 Demised Premises shall be paid to the parties hereto in accordance with the following:

A. To Lessor, the amount of the award attributable to the Demised 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 Improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises;

B. To Lessee, the entire award except that portion allocated to Lessor above.

14.3 Partial Condemnation. If less than all or substantially all of the Demised Premises or the 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 Section 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining 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 Base Rent shall be reduced in proportion to the area of the Demised Premises taken.

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 Section 13.3, 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 Demised Premises or the 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 Demised Premises and the Improvements as soon as reasonably practicable after such temporary taking.

14.5 Effect of Taking. If any taking renders the construction of the hotel and/or water park impossible, any financial penalties set forth in Section 1.3 due after such taking shall not be applicable.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

Prior to the issuance of the Certificate of Completion (as defined in Section 3.4 of the Development Agreement) for the Minimum Improvements, this Lease may not be assigned by Lessee without the prior written consent of the Lessor. After the issuance of the Certificate of Completion, the Lessee shall have the right to transfer and assign this Lease to a third party, subject to the 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.

ARTICLE 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 Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised 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 Section 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 Lessee's Default. If Lessor 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 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.

ARTICLE 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 Demised Premises and the 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.

ARTICLE 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 Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor.

ARTICLE 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.

ARTICLE 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 Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

ARTICLE 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 Demised 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 Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Lessee's Trade Fixtures, personal property and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same.

ARTICLE 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 Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

ARTICLE 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
13th and Central Avenue
Dubuque IA 42001
Fax 319 589-4149

TO LESSEE: Platinum Holdings, LLC

801 Jackson St.
Dubuque, IA 52001

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.

ARTICLE 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. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

24.7 Conflict. To the extent there is a conflict of terms between the Development Agreement and this Lease, the terms of the Development Agreement shall control.

24.8 Entire Agreement. This Agreement, along with the Development Agreement and Minimum Assessment Agreement, constitutes the entire agreement between the Lessor and the Lessee regarding the lease of the Demised Premises and supercedes all previous oral or written agreements between the parties regarding the subject matter of this Lease.

LESSOR:

CITY OF DUBUQUE, IOWA

Attest: _____
Jeanne F. Schneider, City Clerk

By: _____
Joseph T. Robbins, Mayor Pro Tem

LESSEE:

PLATINUM HOLDINGS, LLC

By: _____
James P. Rix, Manager

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 4th day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James P. Rix, to me personally known, who being by me duly sworn, did say that he is the Manager of the limited liability company executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the limited liability company by authority of its Managers; and that James P. Rix, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

_____
Notary Public, State of Iowa

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 4th day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James T. Robbins and Jeanne F. Schneider, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Temp and City Clerk, respectively, of the City of Dubuque, Iowa, executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the City by authority of its City Council; and that Joseph T. Robbins and Jeanne F. Schneider, as Mayor Pro Tem and City Clerk, respectively, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

_____
Notary Public, State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

ASSIGNMENT OF LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG HOSPITALITY, LLC

This Assignment Agreement, dated for reference purposes the _____ day of _____, _____, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC and RG Hospitality, LLC, a South Dakota limited liability corporation.

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 4, 2001 (the Lease Agreement), as amended, shown in Exhibit A; and

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Lease Agreement to RG Hospitality, LLC; and

WHEREAS, City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Lease Agreement with the City.

Section 2. RG Hospitality, LLC accepts the assignment of all of Westdale's rights, title and interest in the Lease Agreement with the City and agrees to assume all obligations and responsibilities in the Lease Agreement.

WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC.

By: _____

RG HOSPITALITY, LLC

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

Exhibit A
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made as of the 4th day of June, 2001, by and between the CITY OF DUBUQUE, IOWA, a municipal corporation (Lessor), and PLATINUM HOLDINGS, LLC, an Iowa limited liability company (Lessee).

WHEREAS, Lessor and Lessee have entered into a certain Amended Development Agreement dated as of January 15, 2001 (the "Development Agreement"); and

WHEREAS, the Development Agreement contemplates that the parties enter into a lease for certain real estate in Dubuque County, Iowa;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1
DEMISE AND TERM

1.1 Demise and Term. 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 to and made a part of this Lease, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the "Demised Premises"), to have and to hold for an initial term commencing as of the date of this Lease and ending on the 3rd day of June, 2051 (the "Initial Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On completion of the Phase II Improvements (as defined in Section 3.1 of the Development Agreement), the term shall be extended for the appropriate period of time in order that the Lease term shall be fifty (50) years from the time the Lessee receives the Certificate of Completion related to the completion of the Phase II Improvements.

1.2 Minimum Improvements. Lessee shall construct the Minimum Improvements (as defined in Section 3.1 of the Development Agreement) in the time and manner required by the Development Agreement.

1.3 Parking Use Agreement. In connection with this Lease, the Lessor and Lessee shall enter into a Parking Use Agreement, in substantially the form of Exhibit G (the "Parking Use Agreement"), pursuant to which the Lessor shall provide parking to Lessee at no cost. The Parking Use Agreement shall be transferable with this Lease and shall remain in effect for the length of the Initial Term and any extension or renewal of this Lease.

ARTICLE 2
RENT

Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises as follows:

2.1 Base Rent. Until Lessee has received a Certificate of Completion for the

Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), Lessee shall pay Base Rent in the amount of $1.00 per year. For the first ten years of this Lease following receipt of such Certificate of Completion, Lessee shall pay Lessor rent as follows:

Year	Amount
One through Three	$22,860.00
Four through Five	$30,480.00
Six through Seven	$45,720.00
Eight through Nine	$53,340.00
Ten	$66,040.00

All such Base Rent shall be payable in twelve (12) equal monthly installments on the first day of each month. Notwithstanding the foregoing, in the event that Developer completes the Phase II Improvements in accordance with Section 3.1 of the Development Agreement, the Base Rent in effect at such time of completion shall become the Base Rent for an extended period of three (3) years following such completion, and thereafter, the above schedule shall resume unabated and in full and shall be extended by such additional three (3) year period.

Rental payable after the time such schedule has completed shall be computed as follows:

(i) The annual rental in effect at the completion of the above rental schedule shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the rental period immediately following the completion of the above rental schedule over the base Consumer Price Index in effect on the date one (1) year prior thereto. The annual rental computed under this subparagraph (i) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the above rental schedule. The annual Base Rent shall be paid in twelve (12) equal monthly installments.

(ii) The annual rental for the one (1) year period following the rental period in subparagraph (i) above, and for each one (1) year period thereafter, shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the new one (1) year period over the base Consumer Price Index in effect on the commencement date of the immediately preceding one (1) year period. The annual rentals computed under this subparagraph (ii) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the prior one (1) year period. The annual Base Rent shall be paid in twelve (12) equal monthly installments.

(iii) If during the Initial Term of this Lease, or any extension or renewal thereof, the Bureau of Labor Statistics, U.S. Department of Labor, ceases to maintain said Consumer Price Index, such other index or standard as will most nearly accomplish the intent and purpose of the Consumer Price Index and the use thereof by the parties hereto shall be used in determining the amount of any such

adjustment.

ARTICLE 3
TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in Lessee's business. Title to Lessee's trade fixtures (the "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 Demised 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.

3.2 Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall construct on the Demised Premises the Minimum Improvements as required by the Development Agreement (the "Improvements"). It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Subject to applicable law and the obligations imposed on Lessor as a governmental entity, Lessor agrees to process as expeditiously as possible all permits, variances and approvals reasonably required to develop and construct the Improvements on the Demised Premises. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Subject to the payment obligations of Lessor set forth below, upon any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements have expired, and that title to the Improvements has vested in Lessor.

ARTICLE 4
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

4.1 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 Demised Premises, together with all Improvements on the Demised 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 Demised 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.

4.2 Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Demised 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 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 Demised Premises shall be subject to the further rights of Holder as set forth in Section 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.

ARTICLE 5
TAXES

Until Lessee has received a Certificate of Completion for the Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), the Lessor shall be responsible for all real estate taxes levied, taxed or imposed upon the Real Estate. After the completion of the Minimum Improvements, Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the term hereof and which would become delinquent if not so paid during the term hereof. Lessee shall further provide to Lessor official receipts of the appropriate taxing authority or other evidence satisfactory to Lessor evidencing payment thereof.

During the term of this Lease, Lessee further agrees to pay all other taxes, 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 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, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the term hereof.

Lessee agrees to timely pay all taxes, 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.

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.

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, 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 Demised Premises or Improvements, shall be disputed, but only to the extent permitted under the Minimum Assessment Agreement between Lessor and Lessee with respect to the Demised Premises. 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, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

ARTICLE 6
REPAIRS

Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted. Lessee shall keep and maintain the Demised Premises and all Improvements in a condition consistent with other similarly classed operations. Lessee shall keep the Demised 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 Demised Premises to determine Lessee's compliance with this Article 6.

ARTICLE 7
COMPLIANCE WITH LAW

7.1 During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Demised Premises, including but not limited to the Americans with Disabilities Act.

7.2 Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and Improvements on the Demised Premises, and shall be liable for any damages to or destruction of any buildings or Improvements on the Demised Premises resulting from waste and shall be required to repair or rebuild such buildings or Improvements. Lessee may remove existing Improvements or construct new Improvements on the Demised Premises subject to all of the terms and conditions of this Lease provided Lessee has received the prior approval of Lessor, which approval Lessor shall not unreasonably withhold.

ARTICLE 8
ALTERATIONS

Lessee shall have the right, with Lessor's prior written consent which consent shall not be unreasonably withheld for any such alteration, addition, or modification that exceeds Fifty Thousand and 00/100 Dollars ($50,000.00) in cost, at Lessee's expense, from time to time during the term of this Lease to make any alteration, addition or modification to the Demised Premises or the Improvements thereon.

ARTICLE 9
USE OF DEMISED PREMISES

Lessee shall operate the Improvements for the purposes outlined in the Development Agreement and shall not knowingly use or allow the Demised Premises or any buildings or 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 Demised Premises or in any 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.

During the exclusivity period referred to in Section 4.2 of the Development Agreement, Lessee agrees that at least seventy-five percent (75%), or not less than one hundred forty two (142) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with the Developer at least one (1) year in advance. In the event the Phase II Improvements are constructed, Lessee agrees that at least sixty-five percent (65%), or not less than two hundred (200) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with Lessee at least one (1) year in advance. For purposes of this Agreement, a suite shall be deemed to be one (1) room. After the exclusivity period referred to in Section 4.2 of the Development Agreement, this paragraph shall only apply if Lessee, or an entity affiliated with Lessee, is managing the conference and education center owned by Lessor in the Ice Harbor District.

ARTICLE 10
INSURANCE

10.1 Lessee shall provide and maintain or cause to be maintained at all times during the process of constructing Improvements (and, from time to time at the request of City, furnish City with proof of payment of premiums on):

A. Builder's risk insurance, written on the Special Perils Form in an amount equal to one hundred percent (100%) of the replacement value of Improvements as the same shall exist from time to time during the construction process;

B. Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and

property damage of not less than $2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

C. Worker's compensation insurance, with statutory coverage.

10.2 Upon completion of construction of Improvements, Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of the payment of premiums on) insurance as follows:

A. 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, but any such policy may have a deductible amount of not more than $50,000.00. 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 City. 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 City, but not more frequently than once every three years, and paid for by Lessee.

B. Commercial general liability insurance, including personal injury liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $2,000,000.00.

10.3 All insurance required by this Article 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. Lessee shall deposit annually with City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Lessee and City at least thirty (30) days before the cancellation or modification becomes effective. Lessee shall furnish City evidence satisfactory to City that the policy has been renewed or replaced by another policy conforming to the provisions of this Section, 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 City 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 City immediately in the case of damage exceeding $500,000.00 in amount to, or destruction of, 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 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, Lessee shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to

the terms of any mortgage encumbering title to the Property.

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

ARTICLE 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 Demised Premises, shall take all necessary steps to acquire fee simple title to the Premises as required by law, 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 Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

ARTICLE 12
LESSEE'S WARRANTIES AND REPRESENTATION

12.1 Lessee Compliance With Law.

A. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use, occupancy and control of the Demised Premises.

B. Without limiting the obligations of Lessor under Section 3.2, Lessee shall be responsible for obtaining any and all applicable permits, licenses or authorizations as may be necessary for Lessee's use, occupancy and control of the Demised Premises.

12.2 Environmental Matters.

A. 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 Lessee or its agents or invitees. Notwithstanding any other provision of this Lease, Lessor agrees that Lessee shall not have any responsibility for any Pre-Existing Condition (as defined below) nor shall Lessor seek indemnification from Lessee for any such Pre-Existing Condition. There is a rebuttable presumption that any Hazardous Substances found on the Demised Premises were not deposited by Lessee and are a Pre-Existing Condition. A pre-existing condition ("Pre-Existing Condition") shall be defined as (i) any Hazardous Substances found on the Demised Premises which were not deposited by Lessee or its agents or invitees on the Demised Premises, (ii) any Hazardous Substances on the Demised Premises prior to the Initial Term of this Lease, and (iii) any Hazardous Substances which leach or migrate on to the Demised Premises from any adjoining properties, including properties owned by the Lessor.

B. Notwithstanding any other provision of this Lease, the Lessor, in its capacity as both owner of the Demised Premises as landlord under this Lease, shall retain any legal responsibility or liability, subject to available defenses, the Lessor may have under law for any Pre-Existing

Condition. This retained responsibility and duty includes the duty to assess, remove and remediate Pre-Existing Conditions on or affecting the Demised Premises as ordered by a state or federal agency, subject to the availability of a comfort letter. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by the Lessor or to require the Lessor to absorb any duties, responsibilities or liabilities that it does not already have for the Pre-Existing Conditions.

C. Lessee agrees to provide reasonable notice to the Lessor of any claims by adjoining or affected property owners, third parties, or parties making claims through a citizen action or private right of action under applicable law, environmental statutes or regulations which arise out of or are related to Pre-Existing Conditions on the Demised Premises. Upon receipt of such notice, to the fullest extent allowed by law, the Lessor agrees to defend, hold harmless and indemnify Lessee for costs and expenses associated with responding to any claims by adjoining property owners, third parties, or parties making claims through a citizen action or private right of action under applicable environmental statutes or regulations which arise out of or are directly related to Pre-Existing Conditions on the Demised Premises.

D. To the fullest extent allowed by law, the Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Pre-Existing Conditions from any governmental agency or court with proper jurisdiction to the extent that the Lessor, after Lessee has given reasonable notice of the governmental order to the City, does not timely and reasonably respond to said inquiry or order and if the Lessee allows full access to the Premises as necessary, as provided herein. The Lessor's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, the Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation.

E. Lessor shall provide reasonable notice to Lessee prior to requesting access for the purposes set forth above. Lessee agrees to allow the Lessor to have access to and use of the Demised Premises to times and locations which will minimize any disruption and which will not materially or unreasonably interfere with the operation or possession of the Demised Premises as required to respond to any governmental inquiry or order as described above. Except as set out below, the terms of this provision shall not be construed to require that the Lessee is under any obligation to Lessor to move, damage, or modify personal property, fixtures, or buildings on the Demised Premises or to allow Lessor to affect or modify this Lease, whether by lien, easement, or governmental order, except to the extent that use limitations and environmental protection easements may be placed on the Demised Premises which do not change or interfere with the actual or proposed use of the Demised Premises by Lessee. The Lessee agrees that it will not install drinking water wells or otherwise obtain potable water for the purpose of consumption or bodily contact from the groundwater underneath the Demised Premises and agrees to execute any necessary waivers or easements to that effect. If the Lessor is required by a state or federal agency to take such action which materially or unreasonably interferes with the operation or possession of the Demised Premises, or otherwise damages the property of Lessee, then the Lessor shall be required to pay the reasonable costs associated with such activity, including, without limitation, loss of income, economic damages, property damage, and other costs and expenses, whether temporary or permanent in nature, incurred by Lessee by reason of the interference.

B. Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance in, on or about the Demised Premises of which Lessee has actual knowledge.

C. Lessee covenants and agrees to promptly take any and all necessary and appropriate response to address any release of Hazardous Substance for which Lessee is responsible under Section 12.2A. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

D. Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises or knowingly allow the manufacture, treatment, or disposal of Hazardous Substances same on the Demised Premises.

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 Section 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, 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.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification of Lessee.

A. To the extent allowed by law, Lessor will 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 Demised Premises and resulting from any act or omission of Lessor, (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 Article 11. In case any action, suit or proceeding is brought against Lessee by reason of 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.

B. Lessee shall have the right to perform environmental site assessments of the Demised Premises to assess the environmental condition of the Demised Premises for the

purpose of constructing a hotel. Any results or reports created by such site assessment shall be the property of Lessee and may be used by Lessee and Lessor for any purpose provided that Lessor shall not disclose any such report or the information contained therein to any third party unless required to do so by law or legal process.

13.2 Indemnification of Lessor. Lessee will 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 Demised Premises during the term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the term of the Lease and (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 Article 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 Article 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.

ARTICLE 14
CONDEMNATION

14.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the 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 Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised 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 Demised Premises shall be paid to the parties hereto in accordance with the following:

A. To Lessor, the amount of the award attributable to the Demised 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 Improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises;

B. To Lessee, the entire award except that portion allocated to Lessor above.

14.3 Partial Condemnation. If less than all or substantially all of the Demised Premises or the 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 Section 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining 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 Base Rent shall be reduced in proportion to the area of the Demised Premises taken.

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 Section 13.3, 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 Demised Premises or the 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 Demised Premises and the Improvements as soon as reasonably practicable after such temporary taking.

14.5 Effect of Taking. If any taking renders the construction of the hotel and/or water park impossible, any financial penalties set forth in Section 1.3 due after such taking shall not be applicable.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

Prior to the issuance of the Certificate of Completion (as defined in Section 3.4 of the Development Agreement) for the Minimum Improvements, this Lease may not be assigned by Lessee without the prior written consent of the Lessor. After the issuance of the Certificate of Completion, the Lessee shall have the right to transfer and assign this Lease to a third party, subject to the 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.

ARTICLE 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 Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised 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 Section 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 Lessee's Default. If Lessor 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 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.

ARTICLE 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 Demised Premises and the 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.

ARTICLE 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 Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor.

ARTICLE 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.

ARTICLE 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 Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

ARTICLE 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 Demised 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 Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Lessee's Trade Fixtures, personal property and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same.

ARTICLE 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 Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

ARTICLE 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
13th and Central Avenue
Dubuque IA 42001
Fax 319 589-4149

TO LESSEE: Platinum Holdings, LLC

801 Jackson St.
Dubuque, IA 52001

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.

ARTICLE 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. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

24.7 Conflict. To the extent there is a conflict of terms between the Development Agreement and this Lease, the terms of the Development Agreement shall control.

24.8 Entire Agreement. This Agreement, along with the Development Agreement and Minimum Assessment Agreement, constitutes the entire agreement between the Lessor and the Lessee regarding the lease of the Demised Premises and supercedes all previous oral or written agreements between the parties regarding the subject matter of this Lease.

LESSOR:

CITY OF DUBUQUE, IOWA

Attest: _____
Jeanne F. Schneider, City Clerk

By: _____
Joseph T. Robbins, Mayor Pro Tem

LESSEE:

PLATINUM HOLDINGS, LLC

By: _____
James P. Rix, Manager

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 7th day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James P. Rix, to me personally known, who being by me duly sworn, did say that he is the Manager of the limited liability company executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the limited liability company by authority of its Managers; and that James P. Rix, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

_____
Notary Public, State of Iowa

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 7th day of June, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James T. Robbins and Jeanne F. Schneider, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Temp and City Clerk, respectively, of the City of Dubuque, Iowa, executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the City by authority of its City Council; and that Joseph T. Robbins and Jeanne F. Schneider, as Mayor Pro Tem and City Clerk, respectively, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

_____
Notary Public, State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

Copyrighted
January 20, 2026

City of Dubuque
City Council

ACTION ITEMS
 # 1.

ITEM TITLE:	Request for New Ordinance - Medians 9-8-321.330
SUMMARY:	City Manager recommending City Council adopt a new ordinance to regulate pedestrian use of medians within the City of Dubuque. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 8 Pedestrians' Rights And Duties And Adopting A New Section 321.330 Pedestrian Safety; Use Of Certain Medians Prohibited
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Request for Ordinance Medians 9-8-321.330 010526
3. Median Location Packet - 9-8-321.330 Pedestrian Safety
4. Ordinance
5. Written Input-Uploaded 1.20.26
6. Presentation_Uploaded 1.20.26

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for New Ordinance – Medians 9-8-321.330

DATE: January 14, 2026

Chief of Police Jeremy Jensen is recommending City Council adopt a new ordinance to regulate pedestrian use of medians within the City of Dubuque. The proposed ordinance is intended to enhance public safety, reduce liability, and provide clarity for enforcement personnel.

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
Jeremy Jensen, Chief of Police
Steve Radloff, Community Policing Captain
Jason Lehman, Assistant City Attorney
Justine Hull, Traffic Engineer

Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

January 5, 2026

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: Request for New Ordinance – Medians 9-8-321.330

INTRODUCTION
This memo outlines the rationale for adopting a new ordinance to regulate pedestrian use of medians within the City of Dubuque. The proposed ordinance is intended to enhance public safety, reduce liability, and provide clarity for enforcement personnel.

BACKGROUND
Over the past several months, the Police Department, Legal, Engineering, and other stakeholders have collaborated to address growing concerns about pedestrian activity in roadway medians—particularly in high-traffic/high speed corridors such as Dodge Street, Hwy 61/151, the Locust Connector, Locust St and the NW Arterial. Complaints from residents and business owners, as well as safety observations by officers, have highlighted the need for a clear and enforceable ordinance. Prior to working on an ordinance, officers attempted to work with individuals, to provide education to them on the associated safety issues, and to offer services. Generally, people have not voluntarily complied and have refused services.

A working group led by Legal (Crenna Brumwell, Jason Lehman), Engineering (Justine Hull), and PD (Capt. Steve Radloff and Chief Jeremy Jensen) has developed and refined draft ordinance language.

DISCUSSION
Public Safety: Medians are generally not designed for pedestrian occupancy. Their use, whether for panhandling, resting, or other purposes, creates significant risk due to proximity to moving traffic and limited visibility. Simply, most medians were not designed for pedestrian use.

Legal Defensibility: Courts have consistently ruled that panhandling is a form of protected speech under the First Amendment. Notably, in Reed v. Town of Gilbert

(2015), the U.S. Supreme Court emphasized that laws regulating speech based on content are subject to strict scrutiny. Additionally, in McLaughlin v. City of Lowell (2015) and Clatterbuck v. City of Charlottesville (2013), federal courts struck down ordinances that broadly prohibited panhandling in public spaces. Therefore, a subject occupying a median asking for money, food, etc. is not illegal under a panhandling ordinance.

Therefore, a complete ban on median use for expressive activity would likely be unconstitutional. The proposed ordinance instead focuses on safety-based restrictions, such as prohibiting use of medians that are not designed or suitable for pedestrian use and are near high volume/high speed roads.

It should be noted that this ordinance does not include shoulders of the roadway. Pedestrians are allowed to use the shoulder, as long as, they move in a direction that is facing traffic (Iowa Code 321.326) and do not interfere with traffic in the travelled portion of the roadway by obstructing the street, sidewalk, highway or other public way (City of Dubuque Ordinance 7-5A-1).

Additionally, for safety reasons motorists are not to stop, stand or park in the traveled portion of a roadway or by general parking rules unless necessary to avoid conflict with other traffic.

Consistency with Peer Cities: The draft aligns with similar ordinances in Des Moines and other Iowa municipalities, while tailoring provisions to Dubuque's unique roadway configurations.

Next Steps Upon Approval

- Communication for public education.
- Internal training for enforcement personnel.
- Continue coordination with service providers.

RECOMMENDATION
I am requesting approval of the attached ordinance.

Cc Crenna Brumwell, City Attorney
Steve Radloff, Community Policing Captain
Jason Lehman, Assistant City Attorney
Justine Hull, Traffic Engineer

9-8-321.330: Pedestrian Safety Locations

All photos are north facing, show median location in purple and description in caption. Some have yellow lines that state a 200’ distance from a high volume/high speed roadway.

Attached are city locations where 9-8-321.330: Pedestrian Safety; Median Use Prohibited includes but is not limited to the SW Arterial, US 151/61, US 20, NW Arterial, Kerper Blvd, N. Grandview Ave, Central Ave, University Ave, and John F. Kennedy Rd

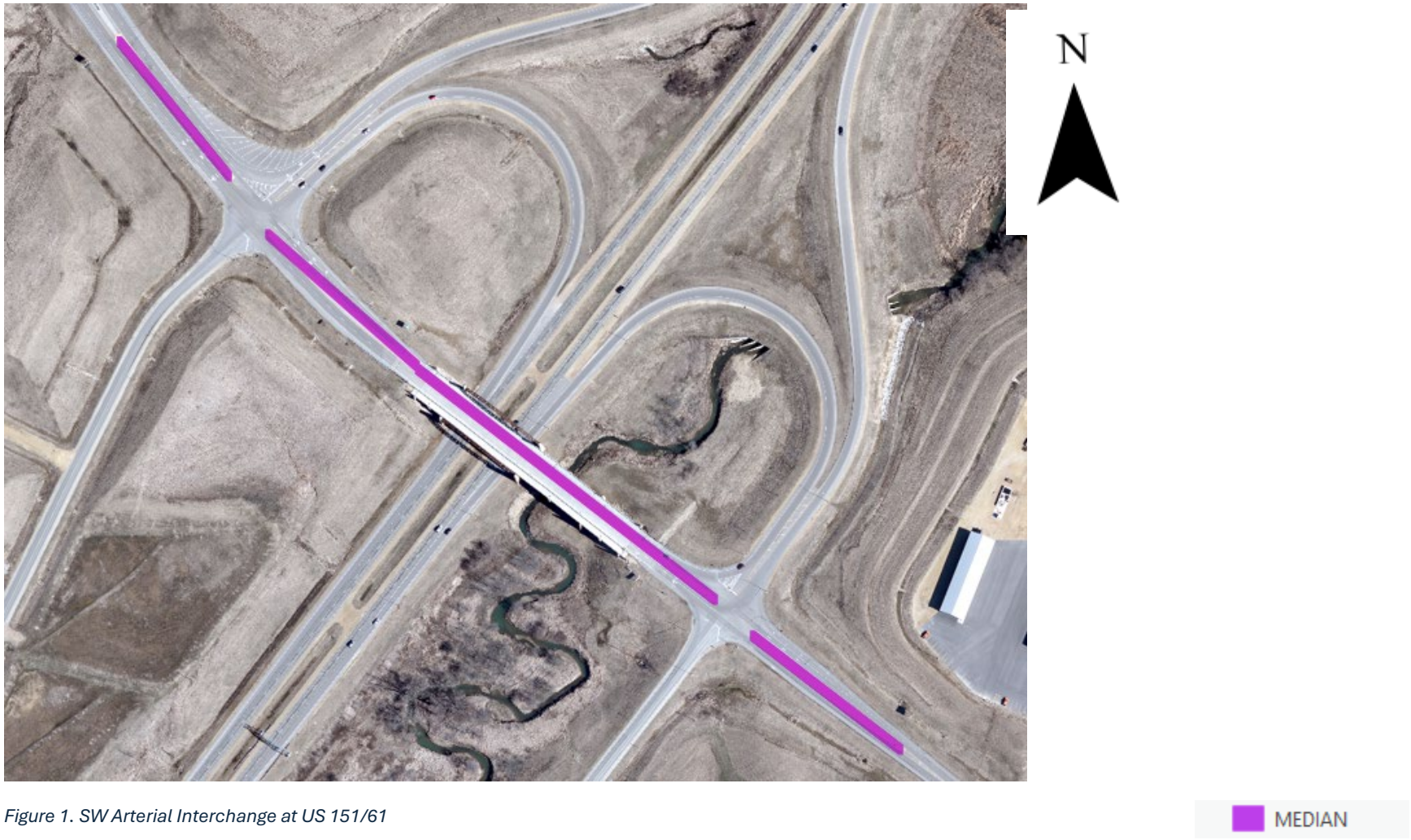


Figure 1. SW Arterial Interchange at US 151/61



Figure 2. Digital Dr. at US 151/61



Figure 3. US 151/61 between Maquoketa Dr & Twin Valley Dr.



Figure 4. S. Locust St between US 20 and US 151/61 NB Off-Ramp



Figure 5. US 20/151/61 & Locust Connector



Figure 6. Kerper Blvd near 16th St.



Figure 7. Kerper Blvd at Fengler Ave.



Figure 8. Central Ave & 21st St.

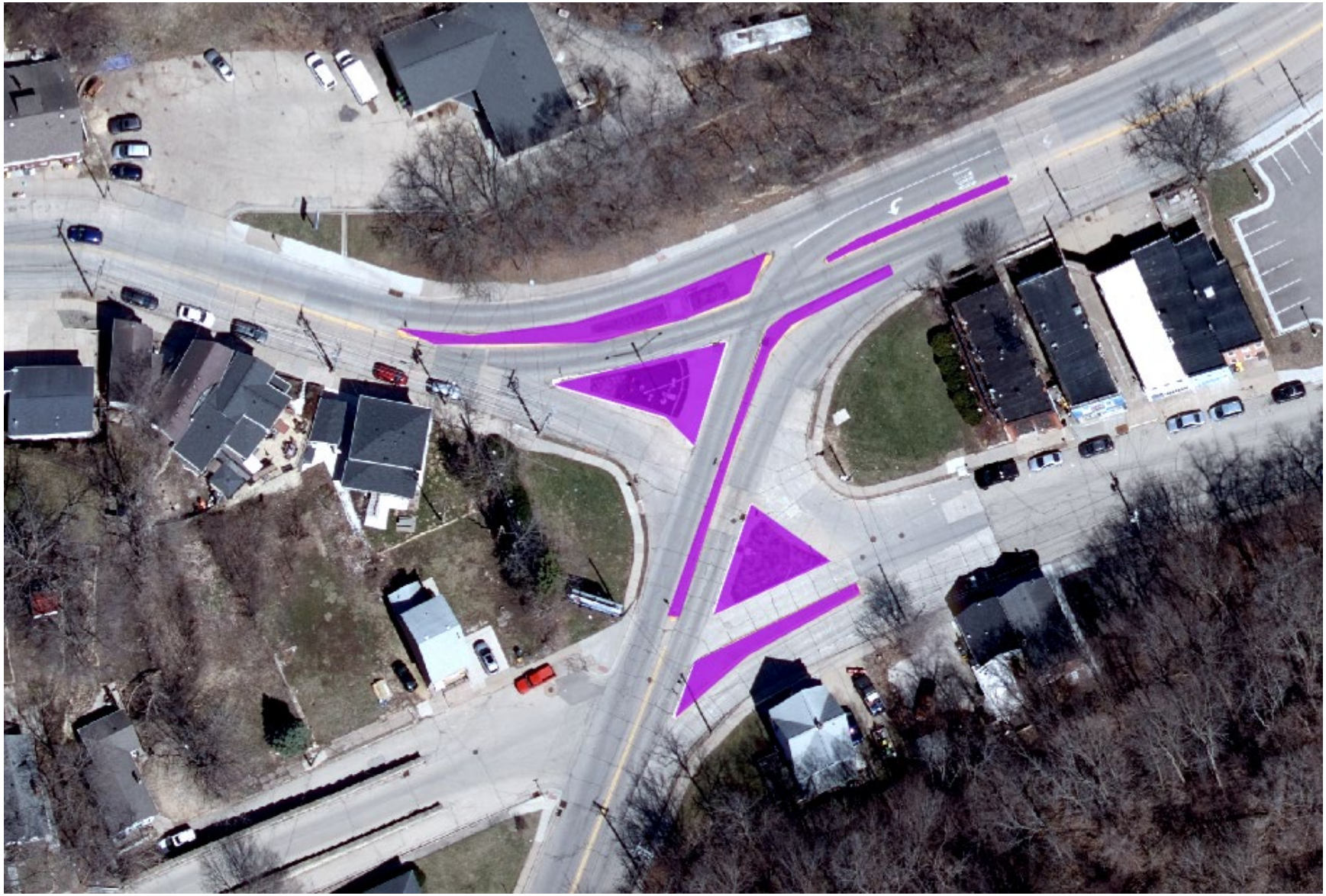


Figure 9. Hill St/ 9th St/ University Ave.

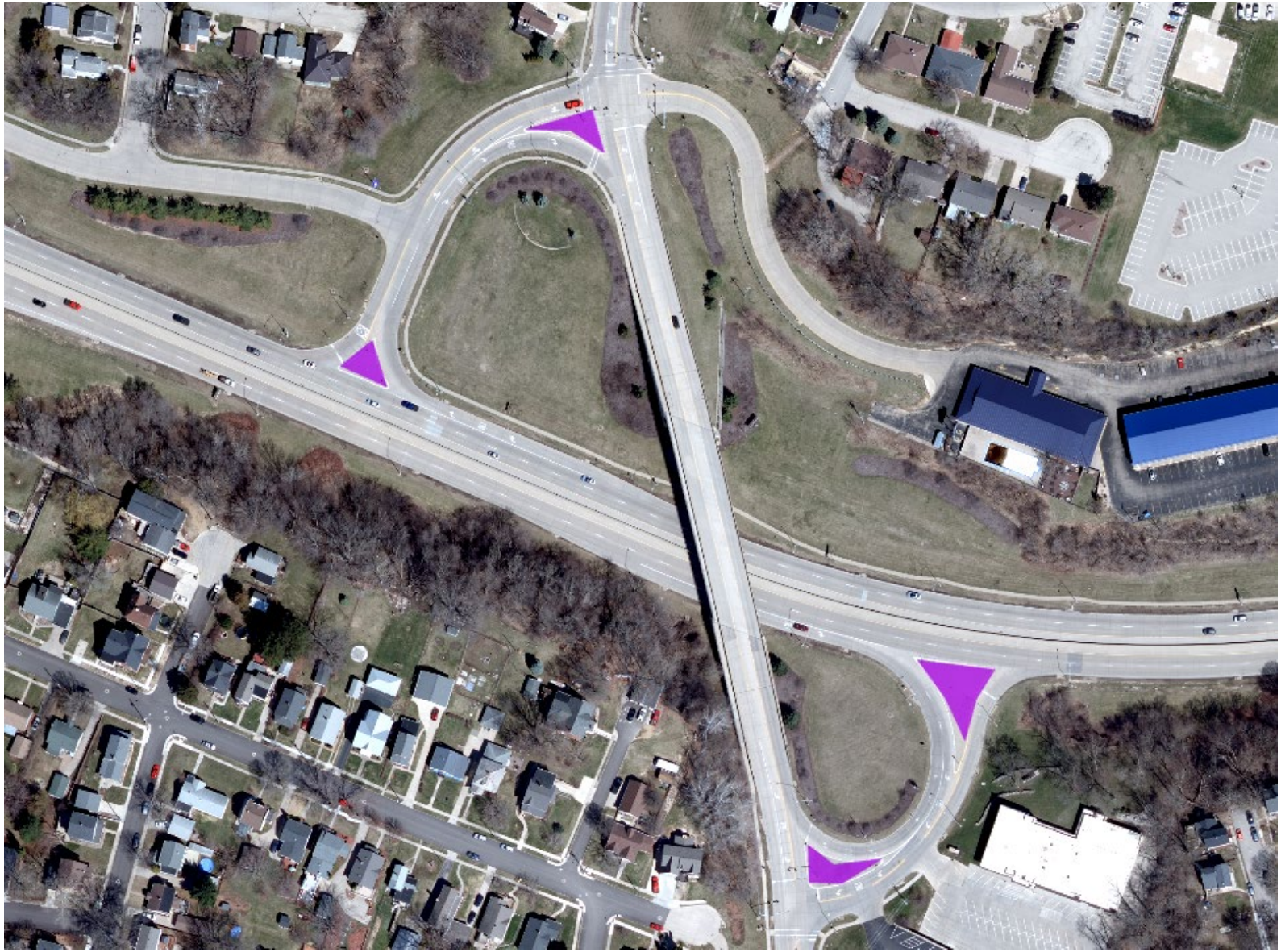


Figure 10. Hill St. at US 20



Figure 11. Grandview Ave at US 20



Figure 12. US 20 at Devon Dr.

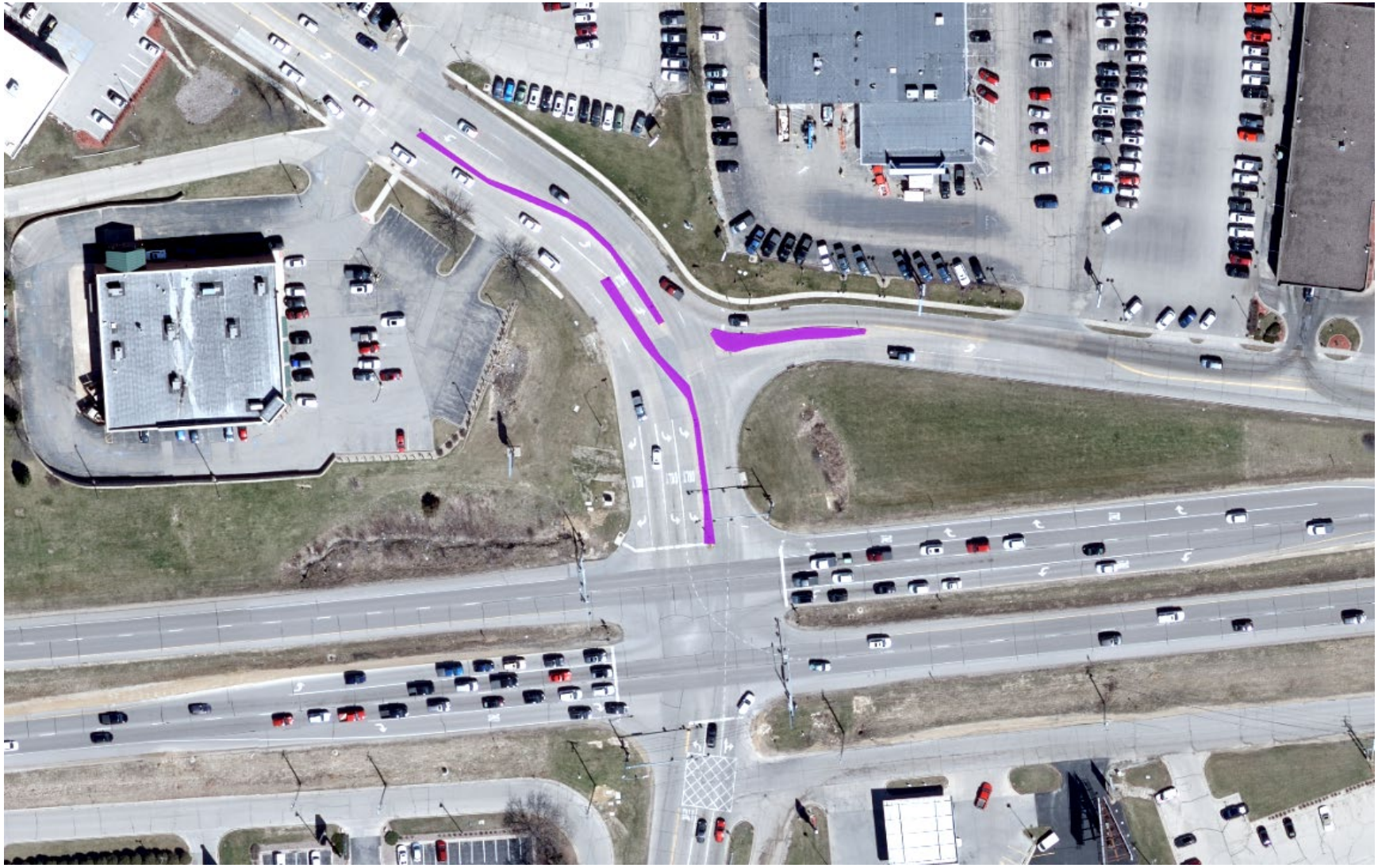


Figure 13. JFK Rd at US 20

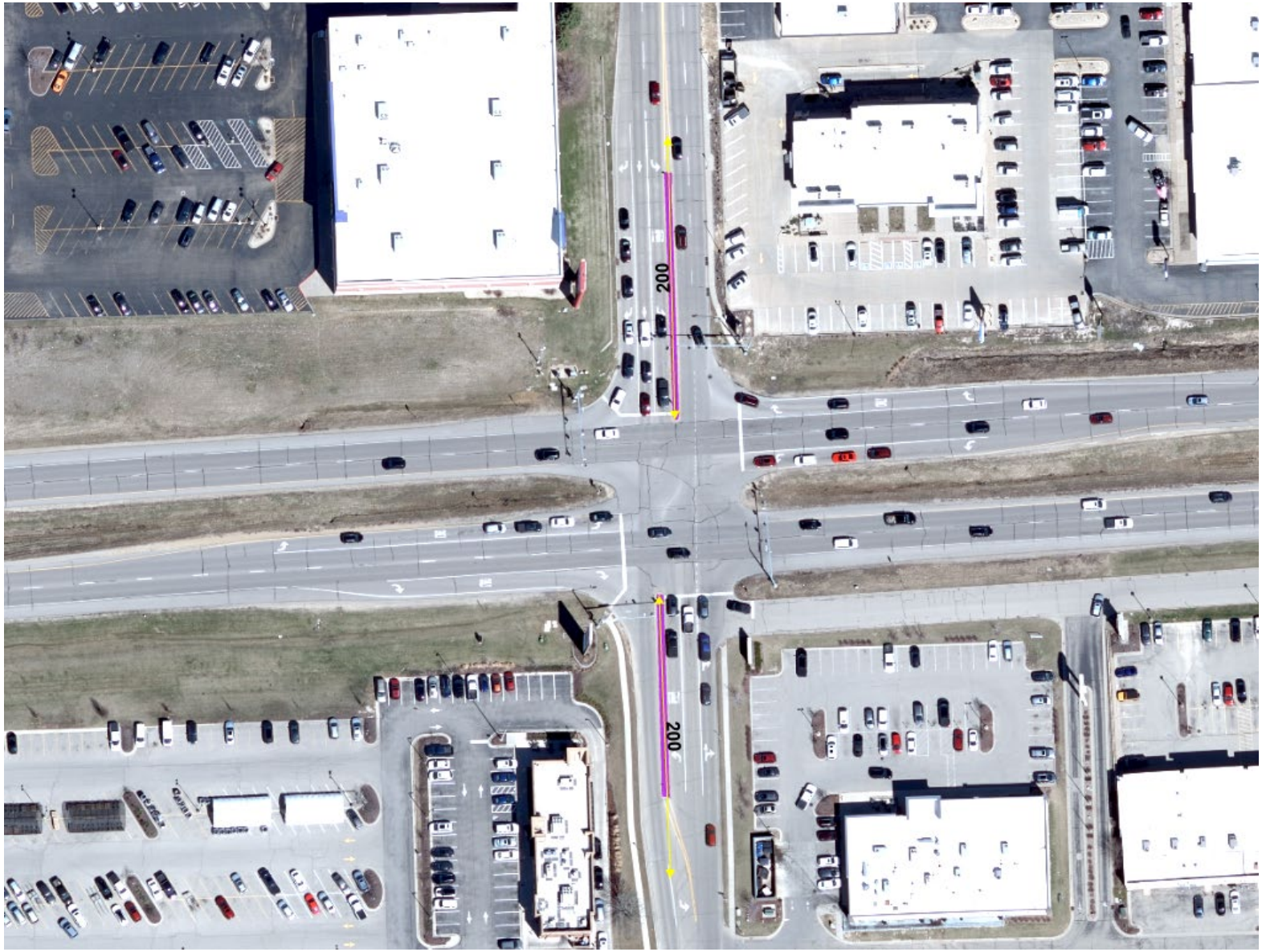


Figure 14. Wacker Dr. at US 20



Figure 15. Wacker Dr. at JFK Rd.



Figure 16. Century Dr/Hyvee Access at US 20



Figure 17. US 20 between NW Arterial and Old Hwy Rd./Westside Dr.



Figure 18. Chavenelle Dr. at NW Arterial



Figure 19. NW Arterial between Payton Dr. and Sam's Club Access

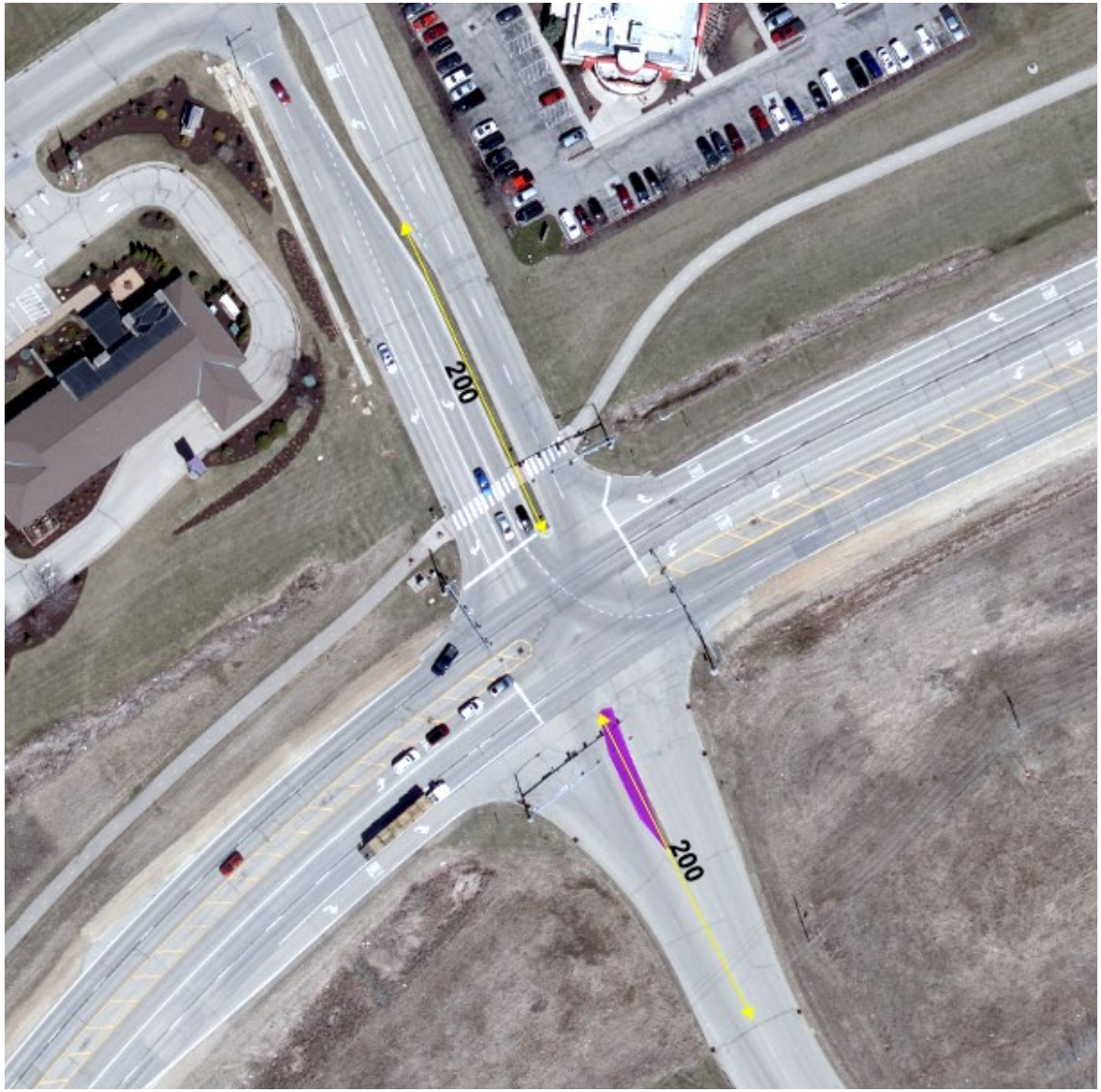


Figure 20. Plaza Dr. at NW Arterial



Figure 21. SW Arterial at Seippel Rd

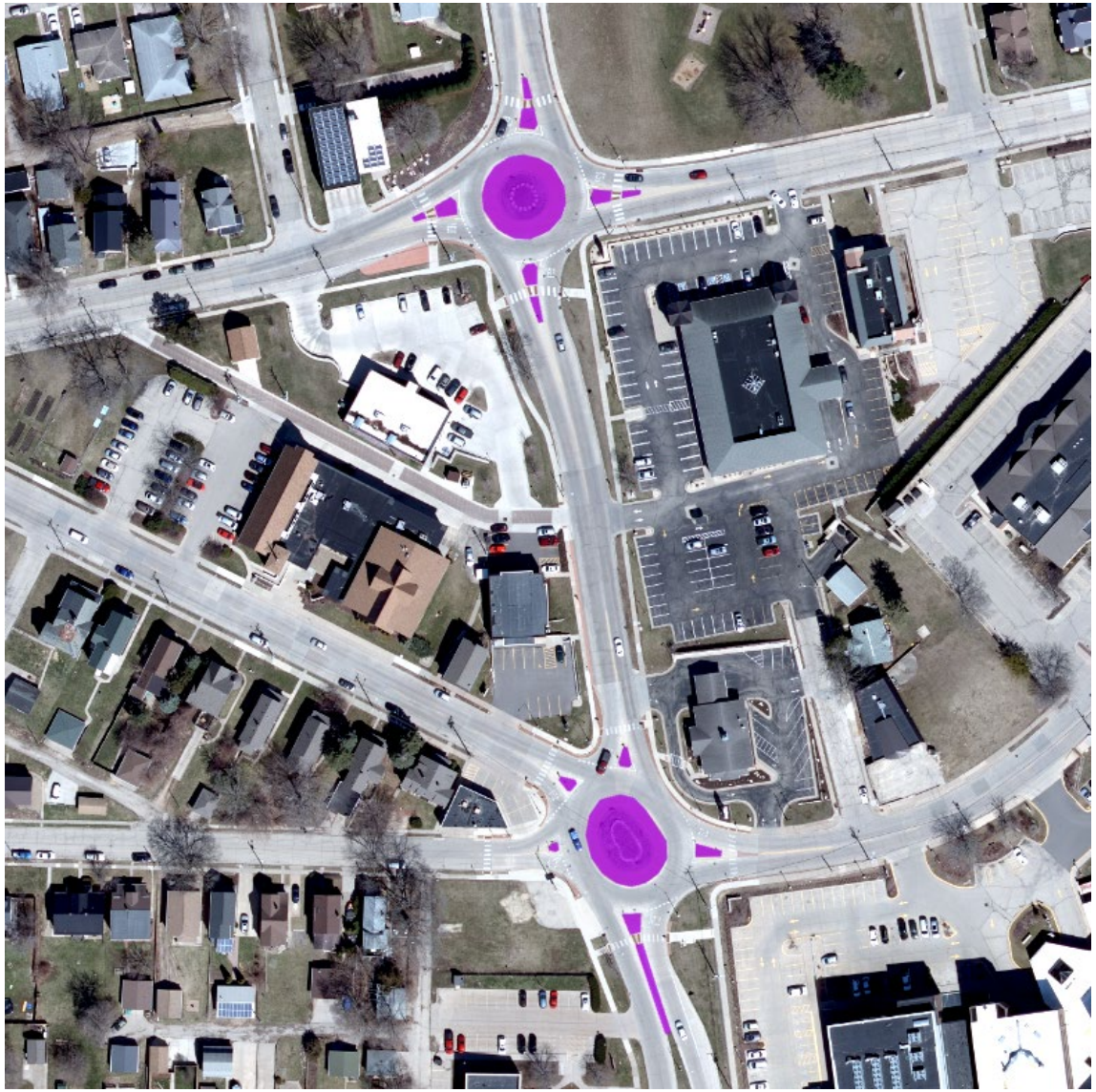


Figure 22. N. Grandview Roundabouts at University Ave. & Delhi St.



Figure 23. Clarke University/Senior High School Campus Area - Clarke Dr. and N. Grandview Ave.



Figure 24. Asbury Rd. at JFK Rd.



Figure 25. NW Arterial at JFK Rd. including near W 32nd St.



Figure 26. NW Arterial at Central Ave/IA 3

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street Suite 330 Dubuque IA 52001 563 589-4381

ORDINANCE NO. _____ - 26

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 9 MOTOR VEHICLES AND TRAFFIC, CHAPTER 8 PEDESTRIANS' RIGHTS AND DUTIES AND ADOPTING A NEW SECTION 321.330 PEDESTRIAN SAFETY; USE OF CERTAIN MEDIANS PROHIBITED

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

Section 1. City of Dubuque Code of Ordinances Section 9-8-321.330 is amended by adding thereto the following:

9-8-321.330: PEDESTRIAN SAFETY; USE OF CERTAIN MEDIANS PROHIBITED:

A. INTENT AND PURPOSE.
   a. The purpose of this section is to protect the health, safety, and welfare of all pedestrians, motor vehicle drivers, motor vehicle passengers, and other individuals who utilize the public rights-of-way within the city.
   b. As the primary purpose of roadway medians in to enhance the safety of and free flow of traffic on roadways by separating opposing lanes of vehicular traffic, channeling traffic for turning purposes, calming traffic, and in some cases providing a temporary refuge for pedestrians crossing busy or wide roadways, the city council finds that there exist within the city certain medians that are not designed or suitable for pedestrian use because of their narrowness or contour.
   c. Pedestrian use of these medians on Higher Volume Roadway or on Higher Speed Roadways or use of these medians on any roadway within 200 feet of an intersection with a Minor Arterial, Collector, or Local roadway poses a safety hazard to the user and passing motor vehicle traffic from an increased risk of a pedestrian and motor vehicle collision and can inhibit the free flow of traffic.
   d. The intent of these regulations is eliminating these safety hazards by prohibiting pedestrian use of certain narrow or domed medians located on higher volume or higher speed roadways within the city.

B. DEFINITIONS.
   a. "Collector" shall mean the collector street system provides both land access and traffic circulation within residential neighborhoods and commercial and industrial areas. It differs from the arterial system in that facilities on the collector system may penetrate residential neighborhoods, distributing trips from the arterials through the area to their ultimate destinations. Conversely, the collector street also collects traffic from local streets in residential neighborhoods and channels it into the arterial system. In the central business district, and in other areas of similar

development and traffic density, the collector system may include the entire street grid.

b. "Flat" shall mean having a maximum difference in cross-slope of eight and three-tenths percent (8.3%) or less throughout.
c. "Higher Speed Roadway" shall mean a roadway with a posted speed limit of thirty (30) miles per hour or greater.
d. "Higher Volume Roadway" shall mean a roadway classified as an Interstate or Other Principal Arterial, on the Federal Functional Classifications Map as established by the Dubuque Metropolitan Area Transportation Study (DMATS).
e. Interstate shall mean a highway that is part of the Dwight D. Eisenhower National System of Interstate and Defense Highways.
f. “Local” shall mean streets allowing direct access to abutting land and connections to the higher order street systems offering the lowest level of mobility and deliberately discourage major through traffic movements.
g. "Median" shall mean the area between two (2) roadways of a divided street or highway measured from the edge of the travelled way to the edge of the traveled way including areas between traffic lanes for control and channelization of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacles to the area's use by motor vehicles.
h. "Median that is not designed or suitable for pedestrian use" shall mean:
    i. Any median along any higher speed or higher volume roadway,
    ii. Any median within 200 feet of the intersection of a Minor Arterial, Collector, or Local roadway with a Higher Speed Roadway or Higher Volume Roadway within the city that is six feet (6’) or less in width or that does not possess a flat cross-slope area regardless of width.
i. “Minor Arterial” shall mean inter-connections with and augmentations to the major arterial system. It accommodates trips of moderate length at a somewhat lower level of travel mobility than major arterials. This system places more emphasis on land access but still has specific limits on access points. A minor arterial may carry local bus routes and provide intra-community continuity but ideally does not penetrate identifiable neighborhoods. This system includes urban connections to rural collector roads where such connections have not been classified as urban major arterials.
j. “Other Principal Arterial” shall mean the major (principal) arterial system carries most of the trips entering and leaving the area as well as most of the through movements bypassing the central city. In addition, significant intra-area travel such as between central business districts and outlining residential areas, between major inner-city communities, and between major suburban centers, is served by major arterials. Frequently, the major arterial carries important intra-urban as well as inter-city bus routes. Finally, in urbanized areas, this system provides continuity for all rural arterials that intercept the urban boundary.

C. PROHIBITION. It shall be unlawful for any person to access, use, occupy, congregate, or assemble on or about any median that is not designed or suitable for pedestrian use. Any violation of this section shall be punished as provided in section 1-4-2 of this Code.

D. EXEMPTIONS. this section does not apply to:

a. Local, state, or federal law enforcement, parking enforcement personnel, and emergency responders, while performing official duties.
b. Employees or contractors of the city, state, or other political subdivision, when engaged in construction, maintenance, repair, or for other authorized municipal purposes in the public right-of-way
c. Employees or contractors of an entity authorized by permit or license from the city state, or other political subdivision to access the median to install, repair, maintain, or remove any utility, communication, cable, or other type of infrastructure; and
d. Any individual responding to an emergency in the street.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ___ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Adrienne Breitfelder

From: Trish Gleason
Sent: Tuesday, January 20, 2026 1:42 PM
To: Adrienne Breitfelder
Subject: FW: Agenda 01/20/2026

Adrienne,
The below email from S.A. Sutton goes with Service Request Details ID #229211
The submitter had a very difficult time figuring out our system. This is the easiest way Tusdee and I could get her to submit her information.
Thank you,

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229211
Date/Time	1/20/2026 12:41 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Agenda: January 20, 2026 Re: Action Item # 1
Submitter	Sutton, S.A. Sutton 1700 N. Algona Dubuque, IA 52001 563-582-1775 preservebluffs@yahoo.com

View in QAlert

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Trish Gleason, IaCMC, IaMFO, CMC, MMC
Assistant City Clerk | City of Dubuque
City Hall | 50 West 13th St. Dubuque, Iowa 52001
O: 563-589-4120 | F: 563-589-0890

From: preservebluffs@yahoo.com <preservebluffs@yahoo.com>
Sent: Tuesday, January 20, 2026 1:16 PM
To: Trish Gleason <Tgleason@cityofdubuque.org>
Subject: Agenda 01/20/2026

You don't often get email from preservebluffs@yahoo.com. Learn why this is important

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

RE: Action Item # 1

Dear Council Members:

I request that you consider this Action Item carefully and consider a NO vote at this time.

We as a City try to help the disadvantaged, disabled and the homeless with proper housing especially during these cold winter months but this is not always possible.

Presently there is a man in a wheelchair, with two small dogs, who is often on the East Median next to Highway 20 between Plaza 20 and Kwik Star. I've spoken to this man a few times and he is trying to raise enough money for a hotel room (probably behind Dunkin Donuts.)

What can be done to help him? Do shelters not take dogs? Can the Housing Department contact him?

In the meantime he needs to be able to stay where he is (on the Median) to collect needed money for housing. It's a terrible situation.

With kind regards, I am,

S.A. Sutton
1700N. Algona
Dubuque. 52001
Preservebluffs@yahoo.com

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Tuesday, January 20, 2026 12:41 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229211] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229211
Date/Time	1/20/2026 12:41 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Agenda: January 20, 2026 Re: Action Item # 1
Submitter	Sutton, S.A. Sutton 1700 N. Algona Dubuque, IA 52001 563-582-1775 preservebluffs@yahoo.com

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Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, January 18, 2026 7:23 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229193] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229193
Date/Time	1/18/2026 7:23 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Panhandling in medians ordinance. Fine exclude panhandlers from roadway medians, but proposed fines are a ridiculous idea. These people are panhandling because they have no money. Pay a fine? Not going to happen. They'll just end up in jail first nonpayment. As it stands, this is a poor solution. Please work with social service agencies to come up with alternatives, or just drop the whole idea. The fix could be worse than the problem it intends to fix.
Submitter	Wright, Mike 385 Burch St Dubuque, IA 52001 319-621-7764 mike.wright.1107@gmail.com

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Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, January 18, 2026 5:14 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229192] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229192
Date/Time	1/18/2026 5:14 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	Forgive me if you get this or a similar message twice. I had some issues inputting it. I write in support of the proposed ordinance outlawing loitering on roadway medians. I love the City of Dubuque's approach to the unhoused citizens of Dubuque offering support services and not incarceration. And I do respect that panhandling has been interpreted as protected speech by the courts. However we have a number of individuals who have taken to our highway medians to panhandle and I believe that this puts them and the motoring public in immediate danger. We need to outlaw this practice before we lose a life. I would hope that we can use opportunity instead of prosecution to achieve this, but we simply must get these folks off the medians. I am sensitive to the harm that a monetary fine can do to a person in poverty and would hope

that community service opportunities could replace monetary fines when possible.

The risk that panhandling from the median poses is not only to the panhandler. Any motorist accidentally striking someone on the highway – at fault or not – will have their life changed dramatically. The brain health impacts from such an incident can be debilitating.

hank you for supporting the proposed ordinance and thank yo for your service!

Submitter Jones, Ric
1270 Dunleith Ct
Dubuque, IA 52003
563-543-6527
ric@ricjones.com

View in QAlert

Dubuque, IA

City of Dubuque Proposed Ordinance 9-8-321.330 Pedestrian Safety; Use of Certain Medians Prohibited

Why?

- Panhandling is not a crime: Court rulings have stated outright bans are unconstitutional due to the freedom of speech.
- SAFETY!

  Pedestrian Safety – pedestrians don't win against vehicles!

  Motorist Safety – distractions

  Almost a daily complaint (formal and informal)

  "Someone is going to get hit"

  "I couldn't see the guy in the wheelchair and I almost hit him"

What is being prohibited?

- High speed and high volume roadways.
- Areas where medians are designed to funnel/protect motorists not pedestrians.
- Nothing is prohibiting traversing of the medians.

Where?

- The locations (maps in the supporting documentation)
- The complaint locations to the police have almost exclusively been on Dodge St, Hwy 61/151, the Locust Connector and the intersections associated with these roads.

Enforcement

Warning (voluntary compliance)

We offer services and connection to a provider if the subject indicates a need.

Municipal Infraction

Allows for flexibility with outcomes (fine reduction, community service, etc.)

Arrest

Jail and it is up to the judge what is done with fines.

Municipal Infraction

1-4-2: CIVIL PENALTY:

A. Definitions:

MUNICIPAL INFRACTION: Except those provisions specifically provided under state law as a felony, an aggravated misdemeanor, or a serious misdemeanor or a simple misdemeanor under chapters 687 through 747 of the code of Iowa, the doing of any act prohibited or declared to be unlawful, an offense or a misdemeanor by this code, or any ordinance or code herein adopted by reference, or omission or failure to perform any act or duty required by this code, or any ordinance or code herein adopted by reference, is a "municipal infraction" and is punishable by civil penalty as provided herein.

OFFICER: Any employee or official authorized to enforce the code of ordinances of the city of Dubuque.

REPEAT OFFENSE: A recurring violation of the same section of the code of ordinances.

B. Penalties:

1. A municipal infraction is punishable by a civil penalty as provided in the following schedule, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in this code:

2. Each day that a violation occurs or is permitted to exist by the violator constitutes a separate offense.

3. Seeking a civil penalty as authorized in this chapter does not preclude the city from seeking alternative relief from the court in the same action as provided in the code of Iowa.

Municipal Infraction

SCHEDULE OF CIVIL PENALTIES

First Offense	Not to exceed $750.00
Second Offense	Not to exceed $1,000.00

Questions?

Copyrighted
January 20, 2026

City of Dubuque
City Council

ACTION ITEMS
 # 2.

ITEM TITLE:	2026 Federal Legislative Priorities
SUMMARY:	City Manager recommending City Council approval of the 2026 Federal Legislative Priorities.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2026 Federal Legislative Priorities_Updated-Uploaded 1.20.26
3. 2026 FEDERAL Legislative Priorities REDLINED_Updated-Uploaded 1.20.26
4. 2026 Federal Legislative Priorities
5. 2026 FEDERAL Legislative Priorities REDLINED

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Federal Legislative Priorities

DATE: January 15, 2026

Department Managers and City of Dubuque strategic partners worked with Consultant Teri Goodmann to develop the set of recommended 2026 Federal Legislative Priorities.

I recommend and respectfully request Mayor and City Council approval of the 2026 Federal Legislative Priorities.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Anderson Sainci, Director of Strategic Partnerships
Teri Goodmann, Consultant



2026 FEDERAL LEGISLATIVE PRIORITIES

Table of Contents

FEDERAL FOCUS 2022- 2032 3
GRANT OPPORTUNITIES 3
1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 4
a. BUILDGRANT 4
b. SAFE STREETS FOR ALL (SS4A) GRANT 6
c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 7
2. INFRASTRUCTURE: SURFACE TRANSPORTATION 8
a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 8
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 9
c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 12
d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 12
e. CAPACITY IMPROVEMENTS: US HIGHWAY 20 13
f. PUBLIC TRANSIT FUNDING 13
3. INFRASTRUCTURE: AIR TRANSPORTATION 15
a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 15
b. AVIATION WORKFORCE SHORTAGE 15
c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 15
d. TSA AIRPORT WORKER SCREENING 15
e. CONTRACT TOWER PROGRAM 15
4. INFRASTRUCTURE: PASSENGER RAIL 17
5. INFRASTRUCTURE: WATER 18
a. WASTEWATER & DRINKING WATER 18
b. FLOODWALL IMPROVEMENT & MAINTENANCE 18
6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 20
a. COMMUNICATIONS 20
b. BROADBAND DATA ACT 25
7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 26
a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 26
8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 27
a. COMBINED COMMUNICATION CENTER 27
b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 27
c. FIRE STATION CONSTRUCTION GRANTS 27
d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 28
9. HOUSING 29

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 29
b. MOBILE HOME COMMUNITY PROTECTIONS 29
c. AFFORDABLE HOUSING AND HOMELESSNESS 30
d. ANCHOR INSTITUTIONS 30
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 30
10. ECONOMIC DEVELOPMENT 32
a. EDA GRANT PROGRAMS 32
b. FEDERAL HISTORIC TAX CREDITS 32
c. NEW MARKET TAX CREDIT PROGRAM 33
d. CHILDCARE 33
e. EPA BROWNFIELDS PROGRAM 34
f. ARTS & CULTURE 34
11. PUBLIC HEALTH 37
a. PUBLIC HEALTH FUNDING 37
b. LEAD POISONING PREVENTION 37
c. LEAD IN DRINKING WATER 38
d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING 38
e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS 39
f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES 39
g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES 40
12. PLANNING 41
a. HOUSING & ZONING REFORM 41
b. CERTIFIED LOCAL GOVERNMENT PROGRAM 42
13. SUSTAINABLE & RESILIENT COMMUNITIES 43
14. INDIAN GAMING REGULATIONS 45
15. HUMAN RIGHTS 46
a. MANDATORY MINIMUM SENTENCING 46
b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS 46
c. INCREASE THE FEDERAL MINIMUM WAGE 46
d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON 47
e. REAUTHORIZE THE VOTING RIGHTS ACT 47
f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS 48
g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME 48

FEDERAL FOCUS 2022- 2032
GRANT OPPORTUNITIES

Federal legislative goals for 2026 will focus on commercial air service, water infrastructure, transportation infrastructure, economic development, safety, public health, and housing.

As funding for the city is reduced due to state policy, alternative revenue sources become even more critical. Working strategically with the Mayor and City Council, City staff and our partners, we continue to seek and secure grant funding for City priorities.

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS

a. BUILDGRANT

BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

The City of Dubuque has already benefited from this signature US Department of Transportation funding program. A $5.7 million TIGER grant was received in 2010 to support the reconstruction of utilities and complete streets in the Historic Millwork District. Additionally, Dubuque County in partnership with the City received a $5.4 million BUILD grant in 2019 to support a series of roadway repairs, intersection capacity and safety improvements, and a trail extension in the vicinity of the John Deere Dubuque Works facility.

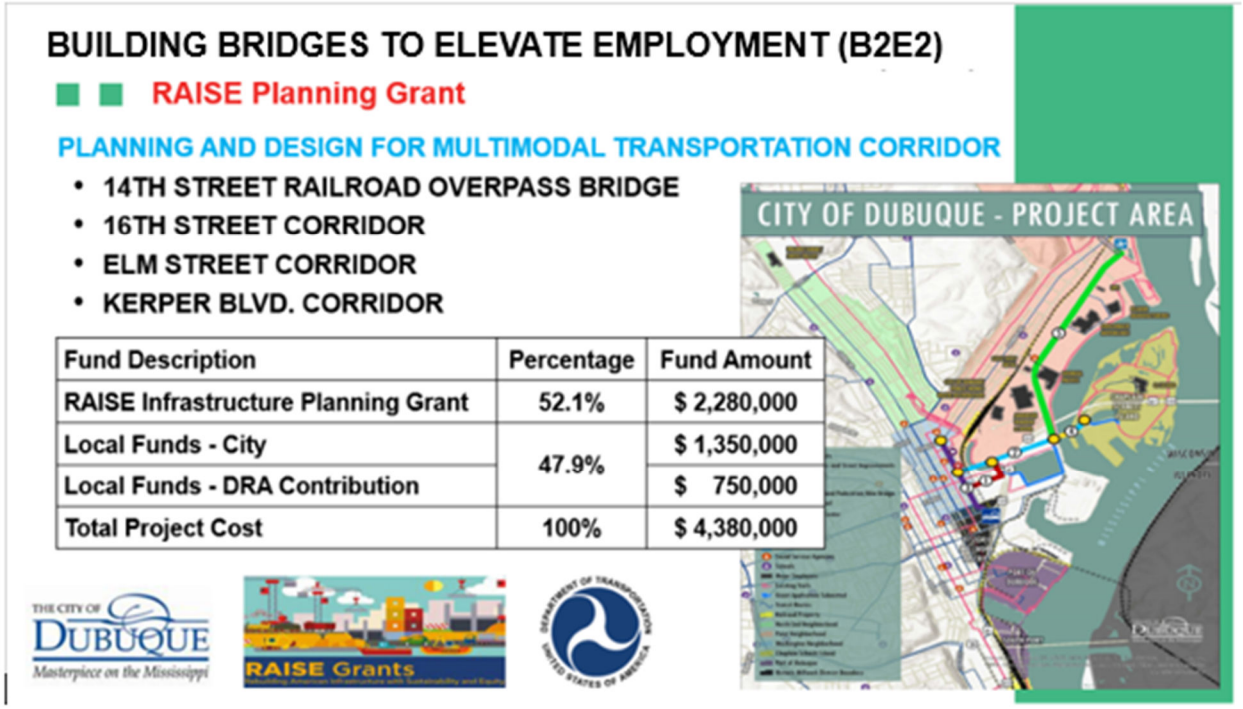
The City applied for USDOT TIGER Discretionary Grants in both 2014 and 2017 however our application requests were not selected. City staff were advised by grant review agency staff that our proposed infrastructure project grant applications were strong, however the projects were not advanced far enough in the planning, design, and environmental clearance development phases for selection consideration. Subsequently, the City applied for a 2021 RAISE Infrastructure Planning Grant which was unsuccessful. A formal debrief with USDOT staff in March of 2022 identified ways in which the project, the narrative and additional data could strengthen the application.

As a result, in an effort to be better positioned for future Federal Discretionary Grant opportunities, the City again applied for a 2022 RAISE Infrastructure Planning Grant to assist with the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, and the proposed 14th Street Railroad Overpass bridge project.

The 2022 RAISE Planning Grant application proposed a project entitled "*Building Bridges to Elevate Employment (B2E2)*". Through the grant, the City of Dubuque requested $2,280,000 in USDOT RAISE Planning funds to assist with the planning and design of a multimodal transportation corridors which will connect low-income residents with economic opportunities and key community resources in the Kerper Boulevard Industrial Park, on Chaplain Schmitt Island, in downtown Dubuque and its Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Elevate Employment (B2E2)* application was selected to receive RAISE Planning Grant funding. The RAISE grant funding is summarized in the following table:

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	$ 2,280,000
Local Funds - City	47.9%	$ 2,100,000
Total Project Cost	**100%**	**$ 4,380,000**



The City completed the consultant selection process in accordance with the Iowa Department of Transportation (Iowa DOT) federal aid consultant selection process. AECOM Technical Services, Inc. was selected as the first-ranked Consultant and the City is through contract negotiations for Professional Consultant Services to complete the Engineering Design and National Environmental Policy Act (NEPA) / Environmental Study Phase to advance development for the B2E2 RAISE Infrastructure Planning Grant project.

On September 5, 2023, the City Council concurred with the Consultant Selection Committee's recommendation in the selection of AECOM Technical Services, Inc. to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the RAISE Infrastructure Planning Grant for the project entitled "Building Bridges to Elevate Employment (B2E2)". AECOM contract was negotiated, and Iowa DOT / FHWA external audit was approved on January 29, 2024.

City staff, AECOM, Iowa DOT and FHWA staff felt the best approach to develop a contract, scope of services, and negotiated fee was to separate the design services into 2 phases: Phase I (Concept Design / NEPA / Public Involvement / Preliminary Design), and a future Phase II (Final Design). Once Phase I preliminary design and NEPA work elements are completed, City staff will have a more detailed and comprehensive understanding of the scope of the services needed for the next Phase II (Final Design). Through a future Supplemental Agreement, a scope of services and fee amount will be developed for Phase II (Final Design) work.

On February 5, 2024, the City Council awarded the Professional Consultant Services Contract with AECOM and Notice to Proceed was issued to complete the Phase I - Engineering Design and NEPA / Environmental Study Phase.

On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Elevate Employment (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.

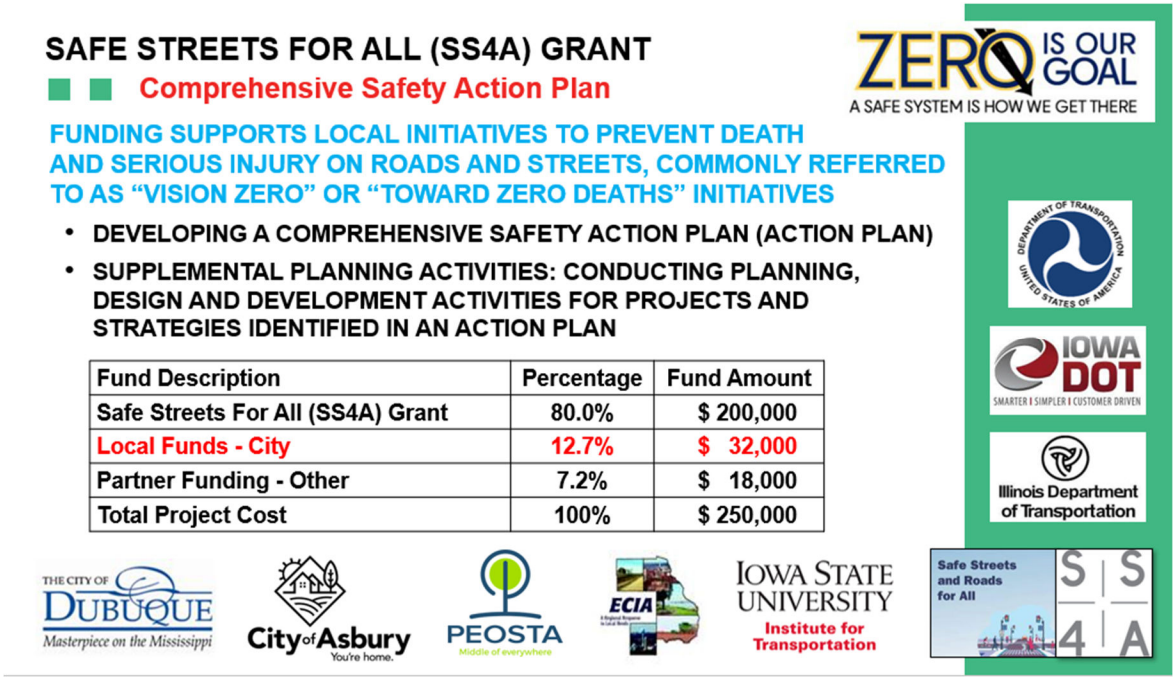
REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving RAISE Planning Grant in the amount of $ 2,280,000, and the RAISE Capital Grant in the amount of $25M. The City of Dubuque requests a categorical exclusion from any further NEPA/Environmental Study to avoid unnecessary delays.

b. SAFE STREETS FOR ALL (SS4A) GRANT

In February 2023, the City, East Central Intergovernmental Association (ECIA), and our regional local partners were notified of our awarded Safe Streets for All Grant. The SS4A grant will assist with developing a regional roadway network comprehensive safety action plan. Iowa State University Institute for Transportation will lead the effort to development of a comprehensive safety action plan for the regional roadway network to achieve the long-term objective of reducing transportation related injuries and working towards zero deaths.

It is the objective of the City, ECIA, and partners to complete an Action Plan so that we have identified potential roadway or intersection improvement projects which will be well positioned to compete for future SS4A Implementation grant opportunities.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving SS4A Grant in the amount of $200,000.

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT

Last offered in FY2012, DOT's Transportation, Community & System Preservation (TCSP) grant program provided $61 million in funding to plan and implement strategies to improve the efficiency of the transportation system, reduce its environmental impacts, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs and services, boost smart growth development patterns, and leverage private investment. As one of the few direct sources of federal transportation funding available to local governments, the TCSP program should be reintroduced to help meet community infrastructure needs. The City of Dubuque in 2012 received a $600,000 TCSP grant that helped in the reconstruction of Elm Street from 9th to 11th Streets. This "Complete Street" is adjacent to the Jule Intermodal Transportation Center. This street is a key part of the overall Historic Millwork District which has leveraged this federal funding to help stimulate over $100 million in private redevelopment.

REQUESTED ACTION

Reestablish the DOT Transportation, Community & System Preservation grant program to $1 billion annually.

2. INFRASTRUCTURE: SURFACE TRANSPORTATION

The Fixing America's Surface Transportation (FAST) Act is a five-year transportation bill intended to improve and expand the Nation's surface transportation infrastructure, including roads, bridges, transit systems and rail transportation network. This legislation passed in December 2015 and provides direction for transportation activities for five years.

The bill reforms and strengthens transportation programs, refocuses national priorities, provides long term certainty and greater flexibility for states and local governments, streamlines project approval processes, and maintains strong commitment to safety. Reauthorization of the transportation bill builds on and strengthens the innovations begun in MAP-21 in areas such as performance-based planning, safety, design, and freight planning. FAST Act supports policies which expand choices, bolster public health, and strengthen communities.

An extension of the FAST Act passed in 2020 expired in October of 2021. A multi-year surface transportation bill is needed to assure funding for future planning and construction of transportation projects. Support is needed for the Transportation Alternatives Program including the Recreational Trails Program and Safe Routes to Schools. Combined these programs provide for bike and pedestrian projects and safety in our local community. The federal fuel tax was last raised in October of 1993 and is not indexed to inflation, which increased by 77 percent from 1993 until 2020. A long-term fix is also needed for the Highway Trust Fund.

The FAST Act expires in September of 2026. Federal surface transportation reauthorization takes place every five years in Congress and is the process used to renew, fund, and update the programs that build and maintain the nation's roads, bridges, transit, and multimodal networks.

Reauthorization is one of the most important tools Congress has to shape national transportation policy. Typically passed every five to six years, these bills establish funding levels, define federal priorities, and guide how transportation investments are made. These decisions influence which types of projects are eligible, what outcomes are prioritized (such as safety, mobility, economic development, etc.), and how regions access and manage federal dollars.

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY"

Dubuque County was awarded a federal BUILD Grant in the amount of $5,452,023 for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road. The Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road. The Northwest Arterial - State of Good Repair Project will also provide the non-federal local match to the Dubuque County BUILD Grant.

The Northwest Arterial project was originally anticipated to be completed by the Iowa DOT, however as part of the executed Transfer of Jurisdiction Agreement (TOJ), the City agreed to be the lead local agency responsible for completing the Northwest Arterial - State of Good Repair improvements.

Effective January 29, 2021, the TOJ of the Northwest Arterial was completed from the State of Iowa to the City as part of the Southwest Arterial project. As part of the roadway transfer, the Iowa DOT has issued a

state of good repair payment to the City in the amount of $5,672,000 to complete pavement rehabilitation and reconstruction of the Northwest Arterial from US20 to Central Ave / IA3.

Due to the federal funds associated with the BUILD Grant, the Federal Highway Administration (FHWA) is the lead regulatory agency and responsible for administering the project in coordination with the Iowa DOT. As a result of the Northwest Arterial being incorporated into the BUILD Grant, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" together through the Iowa DOT's Office of Contracts bid letting process. Additionally, since the BUILD Grant was awarded to Dubuque County, this required the County to be the lead Contracting Authority for both Projects.

Bids were received on the project by the Iowa Department of Transportation on April 19, 2022 in Ames. Pirc-Tobin Construction, Inc., of Alburnett, IA submitted the low bid in the amount of $14,416,742.87 for the overall project which includes the City Northwest Arterial Project and the County John Deere Build Grant projects. A summary of the project cost breakdown is as follows:

BUILD Project Cost Summary	**Total Bid**
City - Northwest Arterial - State of Good Repair Project	$ 8,674,734.82
Dubuque County - John Deere Road Build Project	6,395,401.42
TOTAL PROJECT COST	$ 15,070,136.24

Work on both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project began in June of 2022 and was completed in the fall of 2023.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal, state and local level for supporting the BUILD Grant to allow for capacity and safety improvements to John Deere Road and the Northwest Arterial freight corridors.

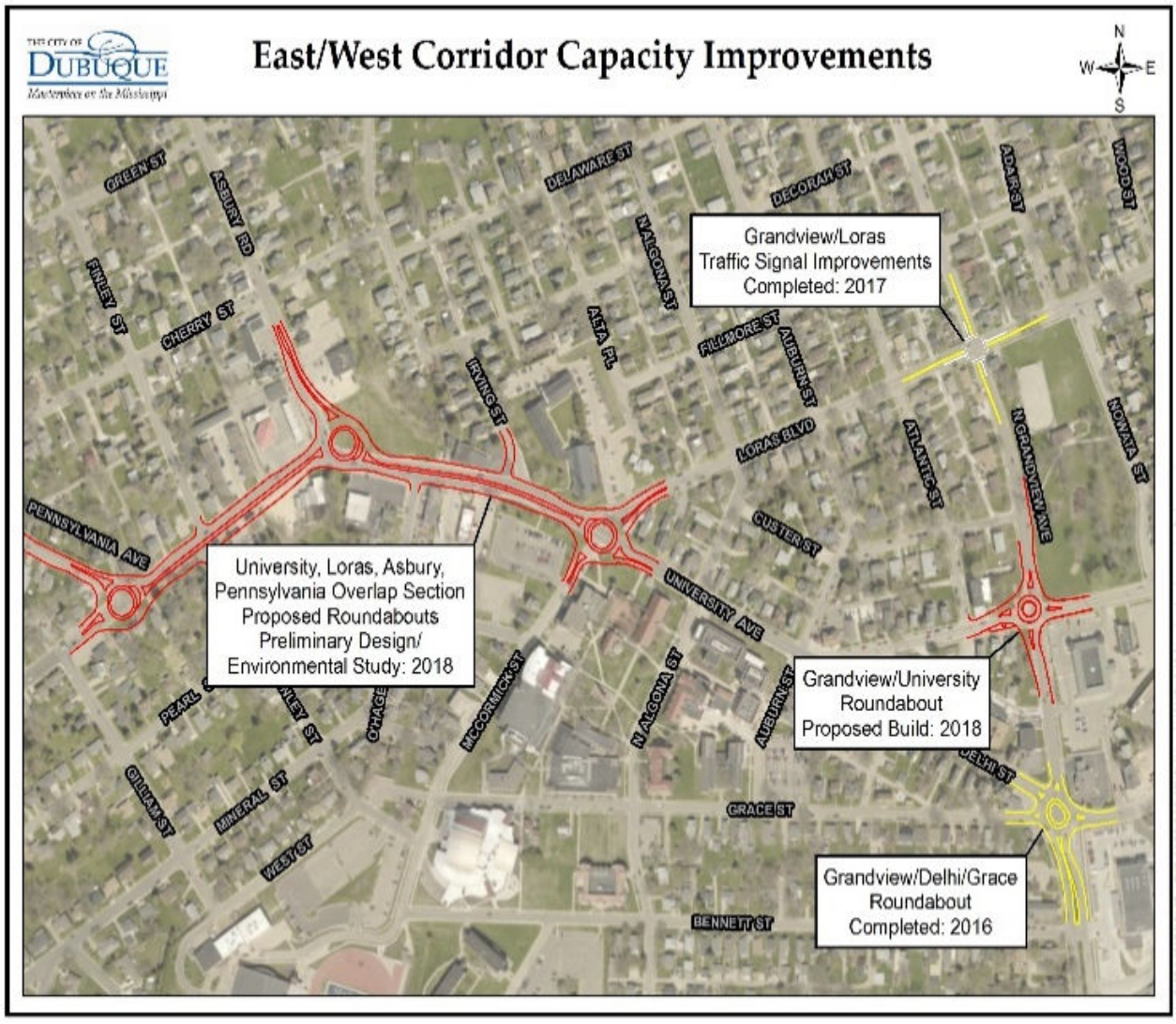
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

In August 2017, the City Council listed the East-West Corridor Capacity Improvement Implementation as a "Top-Priority" in its 2017-2019 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report. The adopted East-West Corridor Connectivity Study report acts as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study includes recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition	2016	$ 853,300
Grandview - Delhi Roundabout	2016	$ 827,000
Loras - Grandview Traffic Signals	2017	$ 370,300
University - Grandview Roundabout	2018	$1,200,000
Total Improvements To-Date		**$3,250,300**



The section of University Avenue, from Pennsylvania Avenue to Loras Boulevard, referred to as the "Overlap Section" was recommended for converting the three intersections along University Avenue to roundabouts.

In July 2018, the City applied for an $18.1 million U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant request to assist in funding both multi-modal and capacity improvements within the identified East-West Corridors. Staff was notified in December 2018 that the City was not selected to receive a BUILD grant.

Following the BUILD grant announcement, the City has an opportunity to move forward and advance the development of East-West Corridor Capacity Improvements utilizing the new Iowa DOT Federal Aid SWAP Policy. Effective October 2018, the new Federal Aid SWAP Policy allows federal funds normally allocated to cities or counties to be replaced with State of Iowa Primary Road funds on a dollar-for-dollar basis. The goal of the new policy is to increase efficiencies and help local governments reduce the level federal oversight, regulations, and requirements. Additionally, the use of Primary Road funds will be reimbursed at 100% of eligible costs which eliminates the requirement for local governments to provide a 20% local match.

In January 2019, the City began the process to de-federalize the East-West Corridor project by paying back the federal funds previously used for property acquisition. On August 19th, 2019, the City received the FHWA final closure acceptance for the defederalization of funds related to the East - West Corridor project.

With the project defederalization is completed, in December 2020, the SWAP Funding Agreement was executed with the Iowa DOT which will allow the City to utilize both local City funding and SWAP funding to begin the preliminary engineering and environmental study phase for intersection capacity improvements along the University Avenue, Loras Boulevard to Pennsylvania Avenue "Overlap Section".

In December of 2021, the Mayor and City Council approved the selection of HDR, Inc. of Omaha, Nebraska as the Consultant to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

In March of 2022, with the Infrastructure Investment and Jobs Act (IIJA) funding allocation to the State of Iowa, the Iowa DOT announced the increase in new federal funds will require additional Primary Road Funds (PRF) to be used as the State's local match, which will impact the Iowa DOT's ability to provide SWAP funds for Local Public Agency (LPA) projects. With the reduced Federal-aid SWAP capacity, the Iowa DOT has informed LPAs that all programs will transition from Federal-aid SWAP to Federal-aid starting in February 2023 for Cities.

Since the East-West Corridor Capacity Improvements are a multi-year, multi-phased project, which transitioned from Federal-aid SWAP (100% funding) to Federal-aid (80%/20% funding), in March 2023, the City was required to identify, and the Mayor and City Council approved as part of the Fiscal Year 2024-2028 adopted budget, the allocation of an additional $2.5 million as the City's 20% local match.

As a result of the funding shift to Federal Aid, this requires the environmental study phase to be elevated to a Federal NEPA level clearance. Due to the additional level of work to meet the NEPA level regulatory requirements, this added time required to complete the environmental clearance phase by 12 months and added an additional cost to the Consultant design services contract. Once the preliminary engineering and environmental (NEPA) clearance are completed over the next year, corridor impacts will be identified, and property acquisition could begin. Subject to availability of local match funding, property acquisition could take approximately 2 years to complete. Once property acquisition is completed within the Overlap Section, and subject to availability of local match funding, construction to convert the three intersections along University Avenue to roundabouts could begin and would take approximately 2-3 years to complete.

REQUESTED ACTION

Support City of Dubuque BUILD grant application for East West Corridor improvements.

c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION

The City of Dubuque supports the implementation of capacity improvements along the Highway 20 corridor and the Northwest Arterial intersection. This intersection is experiencing operational challenges which will only be compounded now that the Southwest Arterial/ US52 is completed, and commercial traffic is rerouted from the downtown urban core. The recommended capacity improvements will allow traffic to travel along Highway 20 more efficiently and safely, from the Northwest Arterial to the Southwest Arterial/ US52 interchange. The Iowa DOT has completed a capacity improvements study and has identified the preferred roadway corridor and intersection improvement. The Iowa DOT is currently evaluating alternatives for both funding and phasing the implementation of capacity improvements.

REQUESTED ACTION

Continue to support the Iowa DOT efforts to implement improvements along the Highway 20 corridor and the Northwest Arterial intersection for safe and efficient travel to the Southwest Arterial/ US52 interchange.

d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH

After nearly 30 plus years in the making, it is with great appreciation in celebrating the completion of the Southwest Arterial / US Highway 52 project, which was opened to vehicular traffic on August 17, 2020.

The final cost projection for the fully completed 4-lane freeway is approximately $160 Million. This historic milestone achievement would not have been possible without the strong collaborative partnerships with the Iowa department of Transportation and Dubuque County.

Future Initiatives

As part of the 4-lane highway construction, grading was also completed for a future bike pedestrian shared use path from US Highway 20 to US Highway 61/151. To accommodate the future trail - several of the bridges along the corridor incorporated a separated shared use on the bridges. A future initiative will be to pave the 6.1-mile bike pedestrian shared use path which will complete a connection between the Heritage Trail and the Mines of Spain Recreational Area.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal and state level for all the support in making the Southwest Arterial, our #1 surface transportation project a reality and now is seeking $6 million to fund paving the bike and pedestrian shared use trail that has been graded as part of the project.

e. CAPACITY IMPROVEMENTS: US HIGHWAY 20

Transportation infrastructure connectivity is essential to a vibrant economy and thriving community.

REQUESTED ACTION

The City of Dubuque supports completion of four-lane construction on Highway 20 to Chicago. To accomplish this project and other significant highway and interstate capacity improvements, the City supports efforts to identify a long term, sustainable revenue source that keeps the Highway Trust Fund fully funded to be used for rebuilding and maintaining infrastructure.

f. PUBLIC TRANSIT FUNDING

The new infastructure BIL provides stable formula funding and competitive grant program to address bus and bus facility needs. The BIL is greatly appreciated for increasing operational needs, but supply chain issues are still causing a major delay in technology and equipmen leadtimes and cost increases.

The City of Dubuque has received a planning grant to analyze travel patterns in the community and develop a replicable model for responding to travel demand through planning of transportation investment that incorporates all modes - car, bus, bike and pedestrian. The goal of this research is to create a more efficient and cost effective public transit system modeling tool for cities under 100,000 population.

This research effort and integrated approach to addressing community travel needs will provide opportunities to expand public transit service to our citizens. Without additional operating funding to

support current services and new operating grant opportunities to expand services, implementation of this project could be limited.

Technical assistance for cities interested in undertaking bus rapid transit projects earlier in the planning stages would also be appreciated. Currently, most planning must be complete and Small Starts funding already secured for a city to be eligible for this type of assistance. Operational funding to support ongoing route analysis and planning at the transit system level would be helpful as well.

Capital funding for vehicles and onboard technology replacement are needed. Many vehicles in Iowa, and Dubuque specifically, are at or near the end of their useful life. Onboard technology provides essential data for management and dispatch personnel as well as drivers and passengers, but to upgrade or replace this technology fleet-wide is costly. Stagnant operational funding and limited capital funding opportunities make developing responsive, cost-effective public transit opportunities difficult.

REQUESTED ACTION

Support increased funding for operational funds through the 5307 program and pursue additional grant funding for bus replacement to include four new transit vehicles, specifically two smaller, heavy duty, thirty-foot GILLIG buses and two mini buses.

3. INFRASTRUCTURE: AIR TRANSPORTATION

a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE

Modernize Small Community Air Service Development (SCASD) Essential Air Service (EAS) to meet today's evolving small community and industry needs.

REQUESTED ACTION

Continue to appropriate funds for Air Service Development and Essential Air Service Programs identified in FAA Reauthorization Act 2024 and include modification to programs that will help restore and retain commercial air service in airports that lost all commercial service such as DBQ.

b. AVIATION WORKFORCE SHORTAGE

Congress must take immediate action to address the aviation workforce shortage through multiple programs and initiatives. Aviation workforce shortages are creating a strain felt across the industry and is being felt most by the smaller communities who are struggling to maintain their basic service, or have lost service altogether.

REQUESTED ACTION

Appropriate funds toward Aviation Workforce identified in FAA Reauthorization Act 2024: Aviation Workforce Development Programs, Airport Service Workforce Analysis

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM

Congress pass the following legislation related to airports past FAA mandated use of PFOS and PFAS in Aqueous Film Forming Foam (AFFF).

REQUESTED ACTION

a. Appropriate the $350 million authorized by the FAA Reauthorization Act of 2024 towards a PFAS Replacement Grant Program.
b. Pass Legislation that exempts airports from enforcement actions under the CERCLA or other State and Local environmental laws related to the use of PFOA/PFAS.

d. TSA AIRPORT WORKER SCREENING

The need for Airport Worker Screening remains necessary in the ever-evolving homeland security landscape.

REQUESTED ACTION

Require TSA to retain the roles the agency was created to execute following 9/11, instead of placing that unfunded burden on Airport's. One of TSA's founding purposes was to provide consistent security screening across the National Airspace System, and now critical security screening tasks are being placed back into pre-9/11 processes and programs.

e. CONTRACT TOWER PROGRAM

Safety and common-sense dictates continued funding of the ATC program and the contract tower program or restoration of FAA staffing of these facilities. A United States Department of Transportation Office of

Inspector General Report Number AV-2013-009, issued on November 5, 2012, found that "a contract tower cost, on average, about $1.5 million less to operate than a similar FAA tower." The report further stated, "contract towers had a significantly lower number and rate of safety incidents compared to similar FAA towers."

REQUESTED ACTION

We urge Congress to continue to fully fund the Contract Tower program

4. INFRASTRUCTURE: PASSENGER RAIL

Local passenger rail advocates established a passenger rail citizen group, "Ride the Rail," to engage the public, secure support and promote the return of passenger rail service between Chicago to Dubuque.

The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing state and local funding for the feasibility study of passenger rail return between Chicago and Dubuque. Federal funding support for passenger rail projects provides the critical next step for the return of passenger rail service between Chicago and Dubuque.

REQUESTED ACTION

Encourage Illinois Department of Transportation efforts to obtain federal funding for passenger rail service from Chicago to Dubuque.

5. INFRASTRUCTURE: WATER

a. WASTEWATER & DRINKING WATER

The nation's wastewater and drinking water infrastructure is experiencing an infrastructure need of $655 billion over the next twenty years. We congratulate Congress on the passage of the Bipartisan Infrastructure Legislation (BIL) which includes $105 billion in water infrastructure funds.

The City of Dubuque has ongoing funding needs for drinking water and clean water infrastructure. The State Revolving Loan (SRF) program has been very effective in helping the City address water infrastructure needs.

For every federal dollar of SRF spending, 21.4% is returned to the federal government in the form of taxes and on average, 16.5 jobs are created for every 1 million spent through SRF; each job is estimated to bring about $60,000 in labor income. Infrastructure investments create 16 percent more jobs than equivalent spending on a payroll tax holiday, 40 percent more jobs than an across-the-board tax cut, and more than five times as many jobs as temporary tax cuts.

Every million dollars of SRF spending results in $2.95 million of input in the U.S. economy. This is a smart investment complimenting a narrow federal role of ensuring modern, efficient infrastructure. Since this is a loan program, SRFs leverage resources from all levels of government and the private sector empowering state and local governments. SRFs are voluntary, thereby reducing regulatory burdens on businesses.

Dubuque has utilized SRF funds for two major projects, the Bee Branch project and the Water and Resource Recovery project. Dubuque is poised to now include lead service line replacement funds through SRF or other federal infrastructure grant funds. The SRF funding source is critical to cities.

> *REQUESTED ACTION*
>
> The City of Dubuque supports the expansion of grant funds and SRF forgivable loans available through the Bipartisan Infrastructure Legislation (BIL) for water infrastructure needs, particularly the city-wide lead service line replacement program, the Catfish Creek sanitary sewer improvements, and other priorities.

b. FLOODWALL IMPROVEMENT & MAINTENANCE

The Senator John C. Culver Flood Wall system was built between 1967 and 1974 at a cost of $11 million dollars. Over the past fifty plus years it has provided protection valued in the billions of dollars.

The City received $16.2 million in federal funds in 2024 to replace and expand the gates and pumps at the 16th Street detention basin. This project was critical to building greater resiliency in the flood protection system and is part of the Bee Branch Flood Mitigation Project. These federal funds, provided through the Economic Development Administration (EDA) and Community Project programming, were essential to maintaining and enhancing flood protection for Kerper Blvd, the Millwork District, and other adjacent neighborhoods and businesses.

With the funding secured for the construction of the 16th Street Gates and Pumps priority, the City is now focused on the South Port of Dubuque.

After Hurricane Katrina devastated New Orleans and southern Louisiana and Mississippi, the Army Corps of Engineers (USACE) determined that the failure of multiple "I" walls in the levee system exacerbated the devastating flood impacts. Subsequently, the USACE recommended that all flood protection systems in the

US that included "I' walls address this weakness and bury the "I" walls to build greater flood protection and resiliency. This USACE recommendation did not come with any federal funding programs or opportunities.

Burying the “I” wall in South Port would strengthen the resilience of the John C. Culver Flood Wall system and create greater protections and flood resilience for the city.

REQUESTED ACTION

Support funding for Dubuque’s critical flood prevention infrastructure, including $14.7 million to bury and strengthen the South Port “I” wall.

6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS

a. COMMUNICATIONS

As a member of the National League of Cities (NLC), the United States Conference of Mayors, and the National Association of Telecommunications Officers and Advisors (NATOA), the City of Dubuque joins these organizations in acknowledging that the historic transformation of our communications infrastructure is essential to the economic competitiveness of the local governments, states, and the nation.

Preserve local authority to manage public rights of way for the benefit of everyone.
Maintaining public right of way and ensuring shared use for the benefit of the public through partnerships and cooperative agreements, not only monetary payments, but most importantly a maximum investment in broadband and communications for the benefit of the community. This is a win-win for the community and communications providers to get the needed services to residents and businesses in a timely and economically competitive way.

Protect local authority to establish taxes that are consistent with local needs and maintain adequate revenue.
Local governments recognize and support efforts to modernize the collection and administration of local communications taxes, but in a manner that preserves the ability of local government to impose and collect taxes to fund vital services for its citizens consistent with local values.

Protect and enhance local ability to provide for homeland and hometown security.
Local government's first responders need fully deployed E911, access to spectrum and funding for interoperable communications to protect the public.

Recognize local roles in promoting nondiscriminatory access to the full range of communications services.
Municipalities are helping to bring advanced services to individuals and small businesses. Cities must have the autonomy necessary to encourage competition and infrastructure deployment that will lower prices and improve service quality for their citizens.

REQUESTED ACTION

- Do not nationalize cable and video franchising.
- Protect local governments' ability to facilitate or offer advanced communications services to their citizens.
- Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.
- Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.
- Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.
- Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.

Local Government Principles for Communications Policy Modernization

We believe that Congress and state and local governments can achieve these goals by embracing the following principles:

- **State and Local Authority**
  The City of Dubuque supports a balanced federalist approach that encourages new innovation and technology while preserving appropriate authority for state and local governments to protect their citizens — particularly in relation to public safety and homeland security, promoting local competition, promoting economic development, taxation, expansion of access to advanced networks, rights-of-way management, and consumer protection.

- **Public Safety**
  State and local public safety agencies rely heavily on communications services and systems to protect public safety. In order for states and localities to carry out this mission, it is essential that important obligations, such as 911 and CALEA, be applied to all relevant communications platforms, regardless of technology. States and localities must also have sufficient spectrum and funding to obtain interference-free, interoperable emergency communications. In addition, it is important to preserve and strengthen the ability of state and local government to protect and warn the public through emergency alert systems.

- **Use of public property and right-of-way**
  State and local governments are the trustees of public property and must retain the power to manage those assets for the benefit and safety of the community.

- **Municipal Broadband**
  State and local governments can play an important role in making advanced services, including broadband services, available to their citizens, based on specific local needs and conditions. Federal policy should promote the rights of local governments that choose to offer those services directly to their citizens.

- **Video Franchising**
  The federal government should not preempt or restrict local authority to negotiate mutually beneficial agreements and grant franchises to video providers. Public, educational, and governmental channels are important tools citizens use to participate.

City of Dubuque Supports:
Legislation that preserves and extends municipal government authority to provide communications services to their constituents.

Legislation that overturns the FCC cable franchise order and returns to the local franchising scheme set out in the Cable Communications Policy Act of 1984.

The City of Dubuque opposes a wireless tax moratorium.

Ensuring expanded access to multichannel video programming is an important role of local government.

Ensuring fair access to digital resources by addressing inequalities of availability, affordability, and accessibility of technology—specifically high-speed internet.

Net neutrality rules require that internet providers treat all internet traffic equally, outlawing practices like traffic throttling or paying for content to be prioritized.

Expanded Access
States and localities support policies and programs that advance access to communications services and ubiquitous broadband deployment in all areas of the country. Current initiatives that promote universal and affordable access to communications services include the federal and state universal service funds, the ERate program, Affordable Connectivity Program (ACP,) urban and rural infrastructure support mechanisms, and obligations ensuring equitable cable and broadband deployment.

ACP
Galvanized by the pressure of COVID-19, a bipartisan Congress created the ACP with $14.2 billion in funding in November 2021. The program provides eligible households a discount on Internet services of up to $30 per month—and up to $75 per month on qualifying Tribal lands. It also provides a one-time discount of up to $100 towards a laptop, desktop, or tablet from participating providers.

Since then, the ACP has helped provide Internet to over 20.5 million American families and veterans. Thanks to the ACP, low-income households can afford the access they need for work, education, healthcare, and democratic engagement in the digital age. The data shows that we are making real progress on the affordable access problem that has plagued the U.S. for over a generation. Broadband connectivity is essential to maximizing educational opportunities, stimulating economic growth, lowering healthcare costs, investing in a skilled workforce, and connecting individuals with their loved ones.

The ACP's funding has expired, relegating those Americans to second-class status again unless Congress steps up to replenish the fund. In addition to availability and accessibility, ACP directly addresses the best known factor contributing to the digital divide—price.

> *REQUESTED ACTION*
> Government leadership needs to ensure the ACP's continuation and appreciate the urgency. By extending ACP funding, Congress can ensure the program continues to provide enduring opportunities for all Americans.

Taxation
States and localities should retain full flexibility, as does the federal government, to structure their tax policies in ways that best serves their citizens.

Consumer Protection
States and localities are best positioned to respond effectively to a wide variety of consumer concerns, including but not limited to complaints related to service quality and affordability, reliability, deceptive practices, billing practices, privacy, and criminal activity.

Wireless Zoning and Siting
It is essential for local communities to be able to address the expansion of wireless facilities to promote the deployment of advanced communications while also protecting the interests of citizens in safety, sound planning, and aesthetic concerns. Cellular carriers have petitioned the FCC to create new, onerous regulations that would make it more difficult for local governments to carry out their responsibilities in this area. The Communications Act prohibits such FCC regulation. Congress should ensure that the balance struck in federal law is not overturned by agency action.

In 2019 the City established a Small Cell Aesthetics guideline which outlined permit procedures, design standards and location preferences. The goal is to encourage preferred locations, collocation, and maintaining the unique community character and distinct aesthetics using "stealth" techniques and, for our residents, providing advance notification of pending applications. Congress should support the City's efforts in establishing and implementing such standards for the welfare of all.

Local government strongly endorses promoting competition for all consumers and treating like services alike. The elected leaders of our nation's cities and counties stand ready and willing to welcome video competition in their communities. Centralizing franchising at the federal or state level, however, limits the benefits of head-to-head video competition to a chosen few, and deprives consumers of important protections.

The FCC

Although the courts have upheld the transparency rule but vacated the no-blocking and no-unreasonable-discrimination rules, there is no guarantee from the FCC of net neutrality. The new arrangement stands to benefit large ISPs immensely while potentially harming small start-ups, entrepreneurs, and consumers especially in locations where providers are limited.

Although there is a disclosure requirement and providers are prevented from engaging in unfair, deceptive, and anticompetitive practices, issues will be handled ***after*** occurring and providers could bypass unfair practices in the name of "reasonable, network management."

REQUESTED ACTION

1. States where statewide or state-controlled franchising is currently in place do not see greater or faster video competition deployment than states where it is not.

2. Franchises do not just provide permission to offer video services. They are the core tools local government uses to manage streets and sidewalks, provide for public safety, enhance competition, and collect compensation for private use of public land. Eliminating local franchises deprives local government of the power to perform basic functions.

3. Competition is for everyone. Current national policy implemented through franchises encourages competition throughout the country, not just in urban or suburban areas and not just for the wealthy. In less than ten years, under the current system, broadband service has been made available to 91 percent of all homes passed by cable.

4. Neither Congress nor the FCC should try to manage local streets and sidewalks from Washington. National franchising would abrogate a basic tenet of federalism by granting companies access to locally owned property on federally defined terms.

5. Market factors, not local governments, control the pace of new broadband deployment. Telephone companies have not yet seriously dedicated resources to negotiate franchises in many markets. Potential video competitors require relatively few franchises to implement their announced business plans (for AT&T 1,500-2,000 franchises, for Verizon 100-200 franchises).

Tech Entrepreneurship and Competition.

States and localities benefit from, and support, competition and innovation and technology neutrality. When a fully competitive market does not exist, states and localities must retain the authority to ensure

nondiscriminatory access to essential facilities, to prevent incumbents from using market power to stifle competition and innovation, and to maintain consumer safeguards when market forces fail.

There are arguments for and against net neutrality. The City of Dubuque supports efforts for Internet to remain a level playing field for all and the FCC to protect an “open internet.” Given Dubuque's focus on small business and innovation, Dubuque would likely be impacted by the anti-competitive risks that come with ending net neutrality more than other Iowa communities.

REQUESTED ACTION

The City supports legislation that would restore net neutrality.

Broadband Acceleration Initiative

In 2016 the City of Dubuque launched its Broadband Acceleration Initiative. Operating primarily in public/private collaborations, the Initiative has been a resounding success by increasing broadband access, capacity, speeds, and competitors. Every business center has redundant high-speed access and a five-year fiber-to-the-home build-out is underway. Recently the City has added a strong fair access component to the initiative, beginning with free local Wi-Fi and low-cost access options in our lowest income census tracks. Universal, affordable, high-speed access is the goal, and we are making progress. However, that progress is hampered by outdated governmental data, policies, and funding priorities. We believe that the following Federal Broadband Initiatives/Efforts are critical to the continued success of Dubuque's Broadband Acceleration Initiative.

REQUESTED ACTION

1. Continued efforts to produce Immediate and accurate revision of FCC broadband access maps. It has been acknowledged by industry and both political parties that these maps, which underly both federal policy and funding decisions on broadband, are outdated, use inaccurate information and are subject to manipulation by incumbent carriers.

2. Until consensus mapping and data is available, uncouple federal broadband funding decisions from the current FCC "targeted service area" calculations. As an example, when using ACS census data, Dubuque shows several lower-income census tracts where 25% to 30% of households reporting no consistent internet access. However, the "TSA" map by the FCC shows no (zero) targeted service areas anywhere in the community of Dubuque.

3. Utilize a definition of “served” areas in the realm of broadband connectivity to include the measures of affordability, availability and accessibility. The problems of available, affordable, and accessible connectivity, in light of a growing number of devices, and capacity to deliver a consistent, usable broadband technology in more densely populated areas are significant factors contributing to the uneven digital access that exists among residents.

Provide flexibility for the USDA ReConnect Loan and Grant Fund and other broadband access programs to allow rural and small urban areas (under 100,000 in population) to collaborate on broadband infrastructure and costs. These areas are intimately connected via transportation networks, labor-sheds, power systems, and the like. The ability to scale rural efforts via collaboration with small urban areas would accelerate broadband access to both. From a policy perspective, allow municipalities to treat broadband access as an essential corporate purpose and dissuade state policymakers from creating state level barriers for municipal action on broadband.

b. BROADBAND DATA ACT

The availability of accurate and readily accessible data, consistent collection methods across all carriers/providers and data visualization tools provides a potential means of maintaining an open and fair internet. By guaranteeing comprehensive, quality information on broadband access, bandwidth, and speeds across all delivery methods, will result in an ability for cities to monitor services in our communities. The outcome of this initiative is the ability to identify and respond to gaps in telecommunications access in communities most needing broadband services.

REQUESTED ACTION

Support the FCC must collect and disseminate granular broadband service availability data (broadband maps) from wired, fixed-wireless, satellite, and mobile broadband providers. To do this, the FCC is required to establish the Broadband Serviceable Location Fabric (a dataset of geocoded information for all broadband service locations, atop which broadband maps are overlaid) as the vehicle for reporting broadband service availability data. Additionally, the FCC must put forth specified requirements for service availability data collected from broadband providers, and it must create a challenge process to enable the submission of independent data challenging the accuracy of FCC broadband maps within reasonable windows of time.

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

Land and water conservation fund has been critical to the development of outdoor recreational opportunities in Dubuque. Past grant awards have funded softball field development for youth and adults, open space development in the area of historically significant places along the Mississippi River, and expansion of the E.B. Lyons Interpretive Center at the Mines of Spain State Recreation Area. Each of these developments has been very important to expansion of outdoor recreation. Increased funding of this program is critical to Dubuque as a partnering source for enhancing outdoor recreation for our citizens which increases the health and well-being of the community.

The Outdoor Recreation Legacy Partnership (ORLP) program awards grants through LWCF supporting development of new parks and renovating outdoor recreation infrastructure in underinvested urban communities. Dubuque has leveraged this program twice for a two-phase redevelopment of Dubuque's Comiskey Park. Phase 1 is complete and has been transformational to the neighborhood, and Phase 2 will complete the project in 2026-27. It is a gamechanger. This funding is critical to the efforts where every person, no matter your zip code, can access quality parks and green spaces.

REQUESTED ACTION

Pass the Outdoors for all Act which could codify the Outdoor Recreation Legacy Partnership Program into law. Increase the overall funding of LWCF and support Land and Water Conservation Fund (LWCF) state assistance program receives 40% of LWCF funding as projects are more expensive every year.

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES

a. COMBINED COMMUNICATION CENTER

The need for a combined 911 Communications Center and Emergency Operations Center (EOC) has been brought to the forefront of the public safety committee after multiple recent events. The current communications center is undersized for the needs of our increased population and calls for service. The center is unable to expand to meet the increasing demands of the emergency calls and for future technologies. The recent disasters that occurred in Dubuque County and the State of Iowa brought the need for a dedicated emergency operations center to the forefront. The city and county now use the classroom areas of the Dubuque County Firefighters Training Center which is converted as needed to an EOC operation. An extended flooding event along the Mississippi River or any other long-term disaster would tax the resources of the city and county and the current set up would hamper our response to disasters. We are experiencing more major weather events and disasters, and we have received eight presidential disaster declarations in the past 18 years. With the recent Pandemic, the Communications Center had to spit into two rooms because there was not enough room for the dispatchers to be socially distant from one another due to the small size of the Center. Several call takers had to be moved to another room which caused a slowdown in response times due to not being in the same room. The City's 911 center needs to have room available for expansion. A dedicated EOC will allow local government the ability to enhance response and recovery operations following an event it would also assist us in preparing for planned events that overtax our response capabilities.

REQUESTED ACTION

Assist the City of Dubuque and Dubuque County in identifying funding support for a combined 911 Center/EOC estimated to cost $16-$19 million dollars.

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS

In weighing opportunities for future expansion of fire units, the City must support vital federal programs like the Assistance to Firefighters (AFG) grant program. This program can help the City as it seeks to expand firefighter and paramedic numbers in the future.

REQUESTED ACTION

Support federal efforts to maintain and expand the Assistance to Firefighters (AFG) grant program, including the Staffing for Adequate Fire and Emergency Response program.

c. FIRE STATION CONSTRUCTION GRANTS

Fire Station Construction Grants Act authorizes $1 billion in fire station construction grants to be administered by FEMA. Specifically, it directs FEMA to establish a grant program to modify, upgrade, and construct fire and EMS department facilities. These grants can be used for:

- Building, rebuilding, or renovating fire and EMS department facilities;
- Upgrading existing facilities to install exhaust emission control systems;
- Installing backup power systems;
- Upgrading or replacing environmental control systems, such as HVAC systems;
- Removing or remediating mold;
- Constructing or modifying living quarters for use by personnel; and

- Upgrading fire and EMS stations or building new stations to meet modern building codes and standards as set by the National Fire Protection Association and International Code Council.

  REQUESTED ACTION
  Support all congressional efforts to introduce and pass the Fire Station Construction Grants Act to provide funds to the City for the purpose of building new fire and EMS facilities.

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM

The U.S. Department of Justice's (DOJ) Community Relations Services (CRS) office is the only federal agency dedicated to working with community groups to resolve conflict and prevent hate crimes. DOJ CRS provides facilitation, mediation, training, and consultation services to improve communities' abilities to problem solve and build capacity. New resources are necessary to rebuild trust between local police departments and the communities they serve. CRS could launch a mini-grant program (up to $20,000 per community) to support facilitated discussions among police departments, civic groups and institutions, and residents, seeking to foster community policing approaches and address barriers to trust across groups.

REQUESTED ACTION
Expand the DOJ's Community Relations Services program to $30 million annually.

9. HOUSING

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The City of Dubuque relies on CDBG money to fund many of its vital programs. Projects that are at least partially funded by CDBG include rehabilitation of rental and owner-occupied housing, lead paint hazard abatement, commercial and industrial building rehabilitation and economic development, childcare referral services, credit repair programs, to support operations of several non-profits providing direct services to income-eligible individuals and families, as part of the community development/neighborhood strategy program. CDBG can be used to further weatherization efforts, and other initiatives proposed as separate increases in the budget. Preparing additional rules and regulation for new programs, when the outcomes can be met in existing programs causes duplicative administrative efforts and required funding for those duplicated efforts. Focusing on programs that are established and produce stated outcomes will help decrease the overall budget of the United States.

The CDBG formula funding has never been adjusted for inflation (since the inception of the program in 1974), even though construction costs, wages, and other program costs have escalated sharply in the past four decades. Continued funding of CDBG is needed to provide the flexibility for communities to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects.

In the FY26 Senate Appropriations Bill, Community Development Block Grant (CDBG) is funded at $3.1 billion (decreased from $3.3 billion, or 6%, in the prior year). CDBG resources create economic opportunity, suitable living environments, and provide decent housing. Nearly half of the households in the City of Dubuque are considered at or below moderate income by HUD's standards, meaning CDBG resources impact a significant number of our local community members. We strongly encourage the consideration to increase CDBG funding in FY 2026.

REQUESTED ACTION

The City of Dubuque asks our congressional members to support the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and urge you to appropriate $3.3 billion in formula funding for the program in FY 2026. CDBG has been critical in meeting the public improvement, public services, economic development, and affordable housing needs in our community. The City of Dubuque also requests increased funding for the administration of the federal Housing Choice Voucher Program.

b. MOBILE HOME COMMUNITY PROTECTIONS

Legislation related to mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. However, the laws both in Iowa and other states have not been updated to reflect this important and highly consequential change. Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy. Mobile home communities can be a viable choice in Iowa's efforts to create affordable housing opportunities across the state. Therefore, review and reform of current law is vital.

REQUESTED ACTION

Support Senate Appropriations proposed funding level of $10 million for competitive PRICE grants.

c. AFFORDABLE HOUSING AND HOMELESSNESS

Homelessness is increasing across the nation due to increased untreated mental health issues, lack of affordable housing, and inflation. Eviction rates in the City of Dubuque are increasing due to the lack of ability to pay rent. Rents are increasing faster than the cost of living due to a low vacancy rate, which is seen across the nation due to a shortage of housing units.

The significant changes proposed by the President's requested FY26 budget would consolidate many of the funding streams under the Homelessness Assistance Grants into one ESG block grant, and would eliminate Continuum of Care funding, which is necessary for permanent supportive housing and rapid rehousing by some of our nation's most vulnerable populations.

REQUESTED ACTION

- Support a minimum of $4.5 billion for HUD's homeless assistance grants, including at least $290 million for the Emergency Solutions Grant program. Reject the consolidation of grant streams under HAG funding; support the Continuum of Care program at $4 billion.

- Support funding of the National Housing Trust Fund and support a direct allocation to local governments once the funds reach $1 billion.

d. ANCHOR INSTITUTIONS

ANCHOR institutions, including hospitals and healthcare systems, colleges, universities, and cultural institutions, are driving economic development, job creation, and private investments in the struggling communities they serve. Over the past decade, a national ecosystem of professional associations, foundations, networks, and consultants has evolved to develop and implement anchor institution-centered approaches to produce targeted community benefits. With this national network of resources in place, federal investment could play a key role in catalyzing and supporting the power of anchor institutions to create vibrant communities. America's cities and towns call for the creation of a new Anchoring Neighborhoods, Communities & Housing to Opportunities for Revitalization (ANCHOR) Institutions Initiative at HUD that would provide $250,000 strategic planning grants to communities to boost economic development and revitalization in neighborhoods through collaboration with key local anchors. These HUD ANCHOR grants would support a local plan and/or pilot program that aligns shared interests and leverages partners' respective strengths to promote improvement in key impact areas: affordable housing, , educational fair access, health and wellness, safe and accessible neighborhoods, healthy nutrition, and workforce development.

REQUESTED ACTION

Create a HUD "ANCHOR Institutions Initiative" $25 million annually.

e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023

The HELPER Act (*S. 1514* / *H.R. 3170*) seeks to amend the National Housing Act to create a tailored mortgage insurance program for first responders and teachers. The HELPER Act aims to provide favorable

mortgage terms and conditions for eligible first responders, including law enforcement officers, firefighters, paramedics, emergency medical technicians (EMTs) and teachers. By establishing a dedicated mortgage insurance program, the bill eliminates the traditional mortgage down payment requirement and monthly mortgage insurance premiums, which can be substantial barriers to homeownership.

REQUESTED ACTION

Support passage of the *HELPER Act S. 978 | HR 2094*

10. ECONOMIC DEVELOPMENT

a. EDA GRANT PROGRAMS

Over the past five years, the U.S. Economic Development Administration (EDA) has dramatically expanded its role in supporting local and regional economic resilience. Since 2019, EDA has invested more than **$6 billion** across **3,000+ projects** nationwide, targeting communities facing economic distress, industry disruptions, disasters, and recovery needs. These investments have helped **create or retain over 550,000 jobs** and have leveraged more than **$67 billion in private investment**, demonstrating EDA's ability to unlock substantial non-federal capital for infrastructure, workforce, entrepreneurship, and innovation initiatives.

EDA funding remains highly competitive and consistently oversubscribed, even as communities face increasing costs for job-creating infrastructure, industrial site readiness, technology adoption, and workforce training. Recent federal emphasis on advanced manufacturing and innovation underscores EDA's growing importance as a catalyst for local economic competitiveness.

> *REQUESTED ACTION*
>
> The City respectfully requests that Congress **increase annual EDA appropriations** and maintain strong support for programs that fund industrial sites, workforce facilities, innovation infrastructure, and community revitalization. Additional capacity in these programs would allow cities like ours to compete more effectively for transformational projects and accelerate private-sector investment that strengthens local economies.

b. FEDERAL HISTORIC TAX CREDITS

The Federal Rehabilitation Tax Credit is the nation's largest federal incentive promoting urban and rural revitalization through private investment in reusing historic buildings. The credit encourages reinvestment in downtowns, generates jobs, and is instrumental in preserving the historic places that give cities, towns, and rural areas their unique character. For every one dollar invested through the Federal Historic Preservation tax credit, five dollars are leveraged from the private sector. The credit is not paid until all the restoration work is complete and approved by the US Department of Interior. Dubuque has seen total improvements valued at $925million since 1985 in the downtown/Main Street.

The City of Dubuque strongly supports the continuation and expansion of the Federal Historic Tax Credit (HTC), recognizing its transformative impact on revitalizing historic communities and driving economic development. As a city deeply committed to preservation, we align with the advocacy efforts of the National Trust Community Investment Corporation and the National Trust for Historic Preservation in emphasizing the HTC's role as a vital tool for fostering public-private partnerships and enhancing the unique character of our neighborhoods. Historic rehabilitation projects supported by the HTC have catalyzed investment in Dubuque, creating jobs, attracting tourism, and maintaining the integrity of our historic architecture. With the 119th Congress poised to address significant tax policy reforms, we urge lawmakers to protect and improve the HTC, ensuring it remains a strong driver of community revitalization nationwide. Dubuque stands ready to collaborate with national preservation organizations, the Historic Tax Credit Coalition, and advocates nationwide to ensure robust congressional support for this critical program.

Of note: The Historic Tax Credit Coalition is working on a legislative proposal to eliminate the basis reduction requirement for the Historic Tax Credit in its entirety. Experts estimate that making this change would almost entirely make up for the lost value from the new requirement that the credit be taken over five years.

REQUESTED ACTION

We urge you to support the HTC-GO and companion legislation, which will make redevelopment projects more financially feasible and unlock substantial private investment that strengthens Dubuque's historic districts and drives long-term economic growth.

c. NEW MARKET TAX CREDIT PROGRAM

The New Markets Tax Credit (NMTC) program remains a valuable financing tool for major economic development projects in Dubuque, including the Historic Millwork District and the Dubuque Pack site redevelopment. With the program now permanently authorized under HR 1-2025, communities can plan projects with greater long-term certainty. However, rural states and smaller communities continue to face challenges accessing NMTC allocations at the same rate as larger metropolitan areas. Enhancing rural access and encouraging more equitable allocation practices would strengthen Dubuque's ability to leverage the program for transformational projects.

While the NMTC's flexibility is an advantage, its complexity still drives up legal, accounting, and Community Development Entity (CDE) costs, which can significantly reduce the net equity available to a project. Streamlining compliance and reducing transaction costs would improve the program's effectiveness—particularly for smaller or mid-sized projects typical in rural regions—and ensure that more of the incentive directly supports community revitalization.

REQUESTED ACTION

We ask our federal delegation to support reforms that increase access to NMTC allocations, reduce transaction costs, and ensure that the program more effectively supports mid-sized community redevelopment projects such as those underway in Dubuque.

d. CHILDCARE

Access to quality affordable childcare supports our economy by allowing parents to participate fully in the workforce. According to the U.S. Bureau of Labor Statistics, 70% of children under the age of 6 in the United States have all available parents in the workforce, and 55% of children under the age of 5 participated in regular weekly care arrangements prior to COVID-19. More recently, especially post-pandemic, a substantial share of parents report *no formal child-care arrangement at all*. In a 2022–2023 survey, 35% of parents with children under 5 said they had no childcare arrangement.

In general, today's childcare model is not sustainable for either the parent or the childcare provider – the cost is too high for parents to afford compared to their wages, and simultaneously the wages for the childcare providers are too low to attract and retain quality employees. Creating supports for both parents and childcare providers bolsters our workforce and helps our employers retain employees with children. COVID-19 has exacerbated this issue.

REQUESTED ACTION

- Increase the allowable pretax contribution limit for employer-sponsored Dependent Care Assistance Plans (DCAPs) so families have greater flexibility and financial capacity to keep pace with rising childcare costs.. The current federal limit — **$5,000 per household per year** — has not increased in decades and is far below the actual annual cost of childcare in most states (often $10,000–$18,000 for infants).

- Support legislation and increased federal appropriations—particularly through the Child Care and Development Block Grant (CCDBG)—that raise wages and expand benefits for childcare providers to stabilize and grow the childcare workforce.

e. EPA BROWNFIELDS PROGRAM

The U.S. Environmental Protection Agency's Brownfields & Land Revitalization program — first established in the mid-1990s and reauthorized under the Brownfields Utilization, Investment, and Local Development (BUILD) Act — continues to serve as a bipartisan success. The program provides grants and technical assistance to support environmental assessments, cleanup, reuse planning, job training and community engagement to help transform closed factories, abandoned gas stations and other contaminated or under-utilized properties into productive community assets. As of fiscal year 2025, the program has supported the assessment of 41,871 properties, cleanup of 2,969 properties, and preparation of 175,385 acres for anticipated reuse. According to EPA, these efforts have helped leverage approximately $44 billion in combined public and private investment and supported about 226,567 jobs. In May 2025, EPA awarded $267 million in Brownfields grants nationwide — the largest single round of funding to date — signaling a major expansion in capacity. Nevertheless, demand still outpaces supply: many well-scored applications do not receive full funding.

REQUESTED ACTION

Congress should permanently reauthorize the EPA Brownfields Program at or above the historical authorized level ($250 million annually or more), and ensure that subsequent appropriations reflect that authorization. Bolstered by recent infusion of funding under the Bipartisan Infrastructure Law, long-term stable funding would support brownfields cleanup and reuse, spur economic recovery and resiliency, and advance renewable energy deployment, greenspace creation, and equitable redevelopment.

f. ARTS & CULTURE

Arts, culture, the creative economy, and related educational opportunities are powerful forces in our nation's economy. The sector drives tourism and arts-related commerce supports American workers – from graphic and software designers to scholars, architects, artists, performers, and curators - while inspiring our communities in entrepreneurial efforts. Arts and culture institutions and programs allow Americans to dream of fresh possibilities and to expand their horizons as thinkers and citizens in a world of complex ideas and technologies, as well as to contribute to the cultural legacy of the nation. Access to creativity, the arts, and cultural expression is an inherent good; it also can awaken the potential for a better quality of life and advances efforts to preserve and give voice to diverse cultures. Engagement with the arts and cultural experiences allows Americans to fully realize their creative and imaginative potential rooted in cultural heritage as individuals and as communities. This area of legislative consideration also includes funding and support for nationwide humanities work through federal organizations such as the National Endowment for the Humanities (NEH) which supports the research, education, preservation, and public programs in the humanities.

- In 2023, the arts, culture, and creative economy generated over $1.2 trillion in economic activity, representing 4.2% of the GDP.-In 2024, non-profit arts and culture organizations and their audiences generated $151.7 billion in economic activity which leveraged an additional $78.4 billion in event-related expenditures by their audiences.

- The United States has exported more arts and cultural goods and services than it imported since 2006, including during the Great Recession. The US arts and culture trade surplus increased from $21.5 billion to $36.8 billion between 2022 and 2023.

- The arts and culture sector supported 5.4 million jobs in 2023. In 2022 arts and culture provided $101 billion in personal income to residents and generated $29.1 billion in tax revenue to local, state, and federal governments.

- The NEH budget serves as a significant leveraging tool that has helped create an entire industry of locally based small business and jobs that cannot be outsourced. The NEH estimates that its 2025 investment in grantees will include $9.55 million in support of projects in the humanities.

- The National Endowment for the Arts awarded funds to 1,474 organizations totaling $36.79million to support the arts in all 50 states, Puerto Rico, and Washington DC. A significant percentage of NEA grants go to those who have fewer opportunities to participate in the arts. 34% of Arts Endowment grants take place in high-poverty neighborhoods, reaching low-income audiences of underserved populations. The majority of grants go to small and medium sized organizations (with operating budgets of less than $2million).

The Dubuque City Council prioritizes arts and culture, identifying access to diverse arts and culture experiences for all as one of eight 2037 goals. In 2015, the Arts & Culture Master Plan was commissioned and funded, with the resulting plan adopted in 2016. Since 2005, the City has provided over $5.04 million dollars in financial support to Dubuque arts and cultural organizations through direct grant programs that support operations and new projects and a rotating public art program. According to a 2022 Arts & Economic Impact Study conducted by Americans for the Arts, Dubuque's non-profit arts and culture sector in Dubuque generates $ 70.4 million in annual economic activity, supports 1,527 FTE jobs, generates $6.7 million in local and state tax revenues, and infuses $41.6 million in household incomes to local residents.

REQUESTED ACTION

1. Support the administration's FY26 budget request of $209. million for the National Endowment for the Arts (NEA).

2. Support the administration's FY26 budget request of $209 million for the National Endowment for the Humanities (NEH).

3. Support the administration's FY26 budget request of $294.8 million for the Institute of Museum and Library Sciences (IMLS) within the Labor, Health and Education appropriations bill.

4. Support continued investment in the Elementary and Secondary Education Act (ESSA) and its Assistance for Arts Education (AAE) program.

5. Continue funding the FY24 $2.2 billion Student Support and Academic Enrichment Grants provisions of ESSA under Title IV, Part A, as well as to make explicit the opportunity for the arts

to help achieve the equitable access objectives of Title I and the professional development opportunities for arts educators under Title II.

6. Support the Artist-Museum Partnership Act (H.R.1793) which would allow artists to take income tax deductions for the fair market value of their work when they donate it to charitable collecting institutions and enact S.618/H.R. 1704 and pass the Legacy IRA Act (S.243) to expand and strengthen charitable giving to the nonprofit arts sector.

7. Support inclusion and investment in arts in health programs such as the National Initiative for Arts and Health Across the Military led by Americans for the Arts.

8. Support the collection of federal creative economy legislation under consideration. Through public policy, these seven bills can collectively achieve a stronger creative sector, which would drive economic growth and social cohesion, ensuring a better and more creative life for all:
    a. **CREATIVE:** Bill number: H.R. 2485, sponsored by Congresswoman Suzanne Bonamici (OR-01) -- The Arts Education for All Act supports and encourages arts education and programming for youth and adults in early learning centers, K-12 schools, and juvenile justice facilities by clarifying that certain federal programs may support arts education, and requiring states to make a plan to increase access to ats education programs in K-12 schools and juvenile justice facilities..
    b. **PLACE:** Bill numbers: HR 6569 / S.3560**, s**ponsored: Sen. Edward Markey (D-MA), Richard Blumenthal (D-CT), Cory Booker (D-NJ), and Jeff Merkley (D-OR)- The Promoting Local Arts and Creative Economy Workforce Act (PLACE Act) bolsters local creative economies and workers in creative industries. It amends existing legislation to include the arts, creates new creative economy grants, and directs funding for creative businesses.
    c. **CREATE:** Bill numbers: HR 6381 / S.3759 , sponsors: Sen. Brian Schatz (D-HI) John Cornyn (R-TX) Comprehensive Resources for Entrepreneurs in the Arts to Transform the Economy Act (CREATE Act) aligns policy to serve those that make our creative economy prosper. It expands SBA and EDA loan programs and integrates creative work into support programs.
    d. **PATPA:** Bill numbers: HR 721 / S. 1121, sponsors: . Sen. Thom Tillis (R-NC) , Jeanne Shaheen (D-NH)-- The Performing Arts Tax Parity Act (PATPA), a bi-partisan bill in both the House and the Senate, updates the Qualified Performing Artist tax deduction, modernizing a provision that has been on the books since it was signed into law in the 1980's so that middle-class arts workers can deduct common business expenses.

9. Support legislation to invest in the country's creative economy and promote economic inclusion; to recognize artists, entrepreneurs, and nonprofit arts organizations as contributors to the small business community; improve and revitalize rural, remote, and underserved areas; and support the creative economy through federal programs and actions. Direct the SBA and other agencies to ensure existing economic development programs and tools encompass the creative economy; ensure inclusion of creative fields in vocational education and training supports; increase comprehensive measurement of the impact of the creative economy on the overall US economy.

10. Support legislation and programs that improve the health and well-being of the military and veterans' populations through the arts.

11. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

For over 20 years, local public health agencies have been creating, refining, updating, and utilizing their Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, Cyclospora, E. coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we had conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short-term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics and weather-related emergencies etc. in a timely and effective manner.

REQUESTED ACTION

1. Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. A robust national disease data collection and analysis system is needed to prepare for future, outbreaks, epidemics and pandemics.
2. ARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their community Health Needs Assessments and Health Improvement Plans (CHNA/HIPs) and address the "social morbidities" of COVID that will be seen for years if not generations to come.
3. Strengthen the Public Health Workforce through increased funding for state and local public health infrastructure. Specifically, by supporting incentives to diversify the public health workforce and increase public health and healthcare training and loan forgiveness programs
4. Support the creation of a $4.5 billion mandatory fund for core public health infrastructure activities at the CDC and state, local, tribal and territorial public health departments. The Public Health Infrastructure Saves Lives Act would establish this funding to support essential activities such as: disease surveillance, epidemiology, laboratory capacity, all-hazards preparedness and response; policy development and support; communications; community partnership development; and organizational competencies. A reliable, long-term funding stream for these activities is essential for anticipating and responding to future public health emergencies like the COVID-19 pandemic.

b. LEAD POISONING PREVENTION

In 2025, significant cuts were enacted for the CDC's Childhood Lead Poisoning Prevention Program (CLPPP), including eliminating most of the program's staff and potentially cutting its $51 million annual funding, which halted state assistance for surveillance, testing, and prevention efforts for lead exposure in children, creating major concerns for local health departments. The City of Dubuque receives some of this funding from Iowa Health and Human Services (HHS) to conduct lead poisoning prevention and case management

of lead poisoned children activities. Local health departments rely on the states' ability to compile, track and analyze data, providing epidemiology expertise on a state and local level.

REQUESTED ACTION

Restore CDC Lead Poisoning Prevention Funding in the National Center for Environmental Health to continue funds to states, keep CDC health tracking programs, and restore lead poisoning expertise at the CDC.

c. LEAD IN DRINKING WATER

The EPA's new Lead and Copper Rule Improvements (LCRI) rule mandates that all states develop plans to replace all lead service lines within a decade, with some flexibility for states with extensive infrastructure. Federal funding is crucial for municipalities to comply with these regulations. Additional costs for Lead Service Line Replacement (LSLR) under the EPA's Lead and Copper Rule Improvements (LCRI) stem from the mandated full replacement (utility & private side), potentially increasing average costs to $10,000-$14,000 per line, plus expenses for sampling, inventory, corrosion control, filters, and public education, totaling billions annually, though federal funds (BIL) and utility strategies aim to offset homeowner burdens and find efficiencies.

REQUESTED ACTION

Provide adequate funding to states and local municipalities to remove and replace lead service lines.

d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING

Community Health Centers (CHCs) across the country have consistently demonstrated the value of the care they provide. Community Health Centers are an affordable and accessible source of primary and preventive health care for over 52 million underserved individuals nationwide, including 253,000 here in Iowa. In 2025, Crescent served well over 12,000 patients for medical, dental and behavioral health care, with the total showing no signs of decreasing. CHC's provide targeted investments to boost services and enhance the primary care workforce.

One of the largest factors limiting a Community Health Center's ability to provide patients quality care is recruiting and retaining quality providers. Long-term and Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurses, hygienists, and other support staff.

The National Health Services Corps (NHSC) loan repayment and scholar programs are essential recruitment tools for CHC's and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs. Additionally, the Teaching Health Center Graduate Medical Education (THCGME) program trains the future safety net workforce by directly embedding residents within CHCs. CHCs need approximately $20.65 billion annually in CHC and primary care workforce funding to meet patient demand and continue delivering high-quality, affordable care.

REQUESTED ACTION

We urge leaders in both chambers to work together to pass critical, multi-year extension for CHC mandatory funding at the maximal funding level. We also urge passage of an appropriations package that protects Community Health Center funding.
Federal grant funding for the Health Center program needs reauthorization. Requested funding levels include:

- At least $5.8 billion annually for CHCs for two years
- $950 million annually for the National Health Service Corps (NHSC)
- $2.1 billion over five years for the Teaching Health Center Graduate Medical Education (THCGME) program I

e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS

The 340B Drug Pricing Program is an essential source of support for Community Health Centers, allowing them to stretch increasingly scarce federal resources and reinvest in patient care. The program allows CHCs to purchase outpatient drugs at significantly reduced costs. CHCs then use resources from the program to expand healthcare services, help patients access affordable prescription drugs, and improve health outcomes. The 340B program is not funded by taxpayers, and in Iowa, resources generated from Medicaid patients directly impact the state's budget as Iowa Medicaid retains resources from these patients.

Protecting the 340B Program ensures patients have access to affordable, often life-saving prescription drugs and CHCs can reinvest resources from the program back into access. As one of the few programs that is proven to help patients access affordable prescription drugs, we need to safeguard the original intent of 340B.

REQUESTED ACTION

Protect access to the 340B Program to sustain community health centers' essential model of care, lower prescription drug costs for patients, and improve health outcomes.

Expanding Access to Comprehensive Care- behavioral health and dental services.
All Iowa CHCs currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare is particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHC remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms, and generate economic growth through expanded job opportunities, construction, etc.

REQUESTED ACTION

Appropriate funds for capital expenditures to support community health center infrastructure to expand access to care.

f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES

Telehealth services help address geographic, economic, transportation, and linguistic barriers to healthcare access while boosting staff retention and decreasing no-shows and missed appointments. Because CHCs are required to offer comprehensive services in areas of high need, including sparsely populated rural areas,

CHCs are pioneering the use of telehealth to expand access to quality healthcare services, especially behavioral health services, to their over 31 million patients.

REQUESTED ACTION

Congressional action is needed to extend pandemic telehealth flexibilities to allow CHCs to bill Medicare for telehealth as a distant site and for audio-only under the PPS rate.

g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES

Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In 2023, more than 400,000 babies were born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.

H.R. 9049, introduced by Rep. Zach Nunn, would provide grants to states to assist with coordinated maternity care through maternal health homes for pregnant women on Medicaid, including community health centers. Research shows increased access to and utilization of maternity care can reduce instances of pregnancy-related complications, leading to better health outcomes and lower costs to the healthcare system overall.

REQUESTED ACTION

Support legislation that aims to improve access to maternity care and improve outcomes.

12. PLANNING

a. HOUSING & ZONING REFORM

Communities across the nation are confronting the urgent challenges of housing supply shortages and outdated zoning regulations. With a national housing deficit of at least 3.9 million homes, federal leadership is essential to help localities expand housing options and choices that meet the diverse needs of residents. Planners urge Congress and the Administration to champion policies that strengthen local planning capacity, incentivize housing supply solutions, and modernize zoning frameworks to support attainable, equitable, and abundant housing for all.

Economic pressures—including high interest rates, inflation, workforce challenges, and limited housing inventory—underscore the need for immediate federal partnership in advancing locally driven reforms. By aligning federal programs and resources with community-led planning and zoning initiatives, Congress can help unlock development potential, improve economic mobility, and ensure that local governments have the tools necessary to address housing affordability and availability. Locally led zoning reform, supported by strategic federal engagement, is key to building resilient, inclusive, and economically vibrant communities nationwide.

REQUESTED ACTION

- Provide funding for the Pathways to Removing Obstacles to Housing (PRO Housing) program
- Fund and finance adaptive reuse housing projects
- Modernize and expand the Low-Income Housing Tax Credit program
- Renew Opportunity Zones with an improved housing focus
- Fund vital federal housing tools, such as Community Development Block Grants, HOME, Choice Neighborhoods, vouchers, rural housing, and homelessness assistance.
- Improve federal housing finance programs for “missing middle,” multifamily, and mixed-use housing

New funding and fiscal tools are important, but ultimately insufficient to meet the moment and support critical reforms alone. Congress should also act to provide policy research, models, and data; remove outdated and unnecessary regulatory barriers; support key code reforms; and align housing supply and planning with federal infrastructure, economic development, and energy initiatives. Needed policy actions include:

- Direct HUD, in coordination with DOT and other federal agencies, to expand efforts to provide frameworks, models, and analysis for local zoning, building code, and land use reforms
- Create new models for modular housing and remove outdated definitions that limit manufactured and modular housing
- Streamline environmental reviews for targeted housing projects and support state and local building code reforms
- Ensure policies in key existing housing and infrastructure programs meet today’s needs and support a comprehensive approach to community growth and development
- Incorporate pro-housing policies and local reforms into transportation, infrastructure, and environmental programs

b. CERTIFIED LOCAL GOVERNMENT PROGRAM

The Certified Local Government (CLG) program was established as part of the National Historic Preservation Act of 1966 to create federal, state, and local governmental partnerships, provide historic preservation training and technical assistance, and encourage preservation and wise use of historic resources at the local level.

In Iowa, the Certified Local Government program is one of the historic preservation offerings of the State Historic Preservation Office, part of the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs. To participate in the CLG program, a local government must have a local historic preservation program that complies with CLG program requirements. To qualify for or obtain "certified status", the local government must demonstrate that its local historic preservation program meets certain standards.

For the local government, its staff and Historic Preservation Commission, there are some direct benefits of participating in the CLG program. There is free historic preservation training and technical assistance from the State's historic preservation staff. Participating cities and counties receive a start-up preservation reference library for use in developing and administering the program. Cities and counties in the CLG program qualify for a small, competitive, matching CLG grant program that is open only CLG program participants. These federal pass-through grants can be used to underwrite all historic preservation activities except rehabilitation.

In Iowa, the CLG program has helped cities and counties to develop their local historic preservation programs as a tool to help promote downtown revitalization; to protect, stabilize and revive historic neighborhoods; and to provide an authentic foundation for heritage tourism.

REQUESTED ACTION

The City of Dubuque supports continued federal funding for the Certified Local Government (CLG) Program.

13. SUSTAINABLE & RESILIENT COMMUNITIES

The City of Dubuque identified becoming a more sustainable city as one of its top priorities in 2006. Since then, multiple strategies and practices have been implemented to make Dubuque a more sustainable community. In 2016, the City was honored to be recognized as one of the White House's 16 Climate Action Champions. The City is a member of Climate Communities, ICLEI and the Urban Sustainability Directors Network and joins those organizations in supporting local government action on climate change and resiliency as essential for America to achieve energy independence, renew economic prosperity and preserve biodiversity. We are in the middle of an environmental crisis that most acutely impacts those who are already marginalized and vulnerable. Federal policies must empower local governments with the tools and resources to respond to climate and social challenges. We request your support in achieving the following goals:

- Invest in local climate capacity through annual federal appropriations such as the Storm water and Drinking Water funding and Green Infrastructure programs.
- Build self-reliant communities that are prepared for climate impacts.
- Support community revitalization by enacting legislation that enables basic sustainability principles, such as historic preservation, improved energy efficiency, brownfield redevelopment, and community redevelopment.

Local governments rely on the federal government to regulate in sectors where municipalities cannot. This is especially true for environmental regulation, and we advocate for robust federal environmental protections to bolster local governments' climate efforts.

Inflation Reduction Act

Maintain the Inflation Reduction Act and the funding made available to local governments to pay for clean energy, electric vehicles and green building projects; as well as funding for businesses, residents and non-profits. Specifically maintain tax credits and elective pay provisions and continue the home energy efficiency and electrification rebates.

Weatherization Assistance Program

Dubuque, like communities across the country, is striving to increase equitable access to affordable housing for all residents. Excessive energy costs exacerbate the housing cost burden low-income residents experience. On average, low-income households spend 7.8 percent of annual income on energy services, compared to 3 percent of income for all households. Recognizing the increasing cost of energy and the significant impact this required cost has on low- and moderate-income residents, the City advocates for continued sufficient funding of the Weatherization Assistance Program and that funds be used to invest in home improvements wherever possible. By investing in improvements rather than assisting with energy bills, these funds can be used to fix the root of the problem rather than putting a band-aid on it.

National Energy Planning Policy

The City encourages adoption of a long-term, sustainable national energy policy, addressing decreasing availability of petroleum, energy self-sufficiency, economic competitiveness, greenhouse gas emissions, environmental protection, and social equity. This policy should recognize and separate the long-term development of replacement and alternative energy sources from short-term fluctuations in market prices for energy. This policy should also recognize the impact that energy-efficient land use patterns, building design, and transportation modalities have on the demand for energy.

Data and Measurement
The City recognizes the importance of easy, consistent, and affordable access to energy data at the community level as an integral component of energy, sustainability, healthy communities, and community planning. We advocate for transparent data processes that allow communities to review utility data while also ensuring adequate data security and privacy.

PACE Financing
We encourage federal and state legislation supporting Property Assessed Clean Energy (PACE) financing so that the costs associated with energy efficiency improvements can be shared by the property owners who experience the benefits of those improvements.

Environmental Justice
We support state and federal efforts in striving to attain environmental equity and justice with regard to the siting of energy facilities, resource extraction, energy generation, distribution infrastructure, and energy-related waste disposal.

Distributed Energy Generation
The City supports distributed energy generation systems that utilize community energy generation and "smart grid" public infrastructure that supports both conservation and energy efficiency.

Smart Grid Technology
We support modernization of the nation's electrical grid that will allow for the efficient integration of innovative technologies such as renewable energy systems and electric vehicles and makes it possible to offer dynamic electricity pricing options that can reduce strain on the grid while benefitting consumers. Advances in metering technology also create opportunities to provide consumers with access to more information about their electricity usage and costs, which can inform their decisions about energy consumption.

Research and Development
The City recognizes that in the short-term, oil, coal, and natural gas will continue to be significant sources of energy for the United States and other nations until other forms of energy can be developed at a scale to adequately replace the world's reliance on fossil fuels. Therefore, continued focused research and development in improving the efficient use of these sources while reducing the environmental costs must be a high priority for the United States. We support expanded research and development funding and efforts to create and improve alternative and renewable energy sources and the development of energy transition scenarios for use by local officials and the general public.

14. INDIAN GAMING REGULATIONS

The City is concerned about the uncontrolled growth of Indian Casinos on off premises (reservation) lands. The City supports legislation that places safeguards on the growth of Indian casinos.

REQUESTED ACTION

1. Rewrite Section 20 of the Indian Gaming Regulatory Act (IGRA), which authorizes reservation shopping. This means that under no circumstances can a tribe that already has land in trust acquire more land that is not contiguous to its reservation and use it for gaming. This will put a permanent end to reservation shopping.
2. Give local communities a seat at the table during the process to mitigate impacts of casinos proposed by newly recognized or restored tribes. This means the tribe and local community must enter into a memorandum of understanding where the tribe must pay the community for mitigation of direct effects of the casino on infrastructure and services like transportation and public safety.
3. Ban any attempts to establish off-reservation casinos outside of the state where the tribe presently resides.
4. Allow States to regulate Fantasy Sports and internet gambling.

15. HUMAN RIGHTS

Human rights in the United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair access for all communities, structural issues continue to shape outcomes in education, housing programs, healthcare, and criminal justice, disproportionately affecting underrepresented communities. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with minimum incarceration terms set by the legislature. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence.

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply the federal sentencing guidelines with individualized reviews that take facts into consideration in determining the appropriate sentence.

b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS

The Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) are useful antipoverty measures that still leave too many people out. In the case of the EITC, the beneficiaries are largely families with dependent children. Childless adults generally find that their EITC is severely inadequate compared to families with children; childless adults receive up to $649 in EITC compared to adults with children who can receive up to $8,046 depending on the number of qualifying children (Internal Revenue Service, 2025). While the One Big Beautiful Bill Act (OBBBA) passed in July of 2025 helped those with children, it did not improve benefits for childless adults. The result is that over 5 million Americans are unable to escape poverty or are further impoverished. Expanding the EITC for childless adults would lift an estimated 5 million Americans out of poverty (Marr & Huang, Childless Adults Are Lone Group Taxed Into Poverty, 2020). As for the CTC, the OBBBA does little for families with low incomes because the phase-in rules pre-OBBBA are still in place. These phase-in rules mean that even more children will be affected because their families don't earn enough to qualify (Tax Policy Center, 2025).

For tax year 2021, the EITC was made more generous on a temporary basis. These changes should be made permanent and expanded even further.

REQUESTED ACTION

Support legislation to permanently expand the Earned Income Tax Credit and/or the Child Tax Credit.

c. INCREASE THE FEDERAL MINIMUM WAGE

At $7.25 an hour, the federal minimum wage has not changed since 2009. Because it has not received any adjustments since that time, the buying power of a minimum wage job has decreased drastically over the

years to the point where the federal minimum wage of $7.25 was worth 27% less in 2022 than it was in 2009 and 40% less than in 1968 (Cooper et al., 2022)

The current wage is not enough to support working families. An individual working 40 hours a week would only make about $15,000 a year putting them roughly $17,000 below the poverty threshold for a family of four (HHS.gov, 2025). According to David Cooper (2022) of the Economic Policy Institute, gradually raising the minimum wage to $15 would increase the buying power of minimum wage jobs and would lead to greater wage equality between low and middle wage workers and bring tens of millions of people out of poverty.

REQUESTED ACTION

Support legislation to gradually raise the minimum wage to $15 an hour or more.

d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON

Inmates who learn trades in prison often have difficulty in finding employment when they leave, partially because they have been prevented from getting the licenses, they need to work certain jobs. While inmates may learn useful skills and receive training in prison programs, they are effectively banned from getting a license when they leave. This has far-reaching ripple effects on other issues, such as housing, for ex-offenders. If they are unable to attain steady employment, ex-offenders are much less likely to be able to access housing services. In turn, this can lead to homelessness and a host of additional economic and societal implications.

REQUESTED ACTION

Support legislation that places restrictions on the use of criminal records to disqualify individuals from receiving occupational licenses for jobs such as hairdressers, taxi drivers, trades learned in prison, etc.

e. REAUTHORIZE THE VOTING RIGHTS ACT

The Safeguard American Voter Eligibility (SAVE) Act of 2025 would be a strong deterrent to millions of eligible voters in this country. Restrictions in that legislation include the requirement to show a valid ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. According to the Center for Democracy and Civic Engagement, tens of millions of Americans don't have a valid driver's license, have an expired license, or are unable to obtain a passport or birth certificate because of financial burdens or other difficulties. This means these same Americans would be barred from voting. These issues affect individuals across all party lines; however, they disproportionately affect Black and Hispanic Americans as well as other underrepresented communities.

REQUESTED ACTION

Support legislative alternatives to the SAVE Act, including legislation to modernize the formula that determines which jurisdictions have shown patterns of discriminatory voter-suppression practices, mandate that all voting changes must be announced in public half-a-year before an election, expand the federal government's authority to send observers to the polls, modernize voter registration with automatic, online, and same-day voter registration, restore voting rights to the previously incarcerated after they complete their sentence, restrict the ability to purge voters from the rolls, reform campaign finance transparency and strengthen FEC oversight, reform redistricting with independent commissions, and standardized criteria and transparency.

f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS

Removing the checkbox that asks about criminal history from initial job applications, commonly known as "Ban the Box," aims to create fairer hiring practices and expand access to employment for people with prior felony and misdemeanor convictions. By allowing employers to first assess an applicant's qualifications, experience, and potential, these policies help ensure that individuals are not automatically disqualified because of their past. Research shows that providing second-chance hiring opportunities supports community safety and economic growth by reducing recidivism and increasing workforce participation (NCSL, 2024). Studies have also found that applicants in cities with Ban the Box laws received higher callback rates and fairer consideration in the hiring process (ILR, 2019). Ultimately, Ban the Box strengthens communities, and helps employers tap into a wider pool of motivated, qualified talent.

REQUESTED ACTION

Support legislation that repeals provisions that prevent individuals with drug convictions from receiving financial aid through FAFSA or, at a minimum, support legislation that allows a student who is convicted of a drug offense involving marijuana possession, without the intent to distribute, to resume or retain federal student aid eligibility while completing a drug rehabilitation program.

g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME

Ensuring safe, affordable housing is the most cost-effective strategy for reducing childhood poverty, increasing economic mobility, and lifting people out of poverty. U.S. housing costs have been rising faster than incomes for some time. According to the Out of Reach Report, affordable rent for a two-bedroom apartment in Dubuque requires an hourly wage of $17.87. Nearly one-third of all Dubuque households are cost burdened, with 1 in 4 renters spending more than 50% of their income on housing costs. Families of color, single mother households, the elderly, and people with disabilities are disproportionately cost burdened. To compound matters, in 2023, only 32% of landlords in Dubuque accepted Housing Vouchers as a source of income. This means that families that are eligible for vouchers may still struggle to find affordable housing where their voucher is accepted.

REQUESTED ACTION

Support legislation that prohibits housing discrimination and requires housing providers to recognize Housing Choice Vouchers as a legitimate form of income.

THE CITY OF DUBUQUE

Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

~~2025~~ FEDERAL LEGISLATIVE ~~PRIORITIES~~

Table of Contents

FEDERAL FOCUS 2022- 2032 4

GRANT OPPORTUNITIES 4

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 5

a. RAISE GRANT 5

b. SAFE STREETS FOR ALL (SS4A) GRANT 7

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 8

2. INFRASTRUCTURE: SURFACE TRANSPORTATION 9

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 9

b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 10

c. 14TH ST RAILROAD OVERPASS 12

d. 14TH ST AND 16TH ST CORRIDOR – CHAPLAIN SCHMITT ISLAND – CENTRAL AVE/WHITE ST – ELM ST13

e. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 15

f. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 15

g. CAPACITY IMPROVEMENTS: US HIGHWAY 20 16

h. PUBLIC TRANSIT FUNDING 16

3. INFRASTRUCTURE: AIR TRANSPORTATION 18

a. AVIATION WORKFORCE SHORTAGE 18

b. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 18

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 18

d. TSA AIRPORT WORKER SCREENING 18

e. CONTRACT TOWER PROGRAM 19

4. INFRASTRUCTURE: PASSENGER RAIL 20

5. INFRASTRUCTURE: WATER 21

a. WASTEWATER & DRINKING WATER 21

b. FLOODWALL IMPROVEMENT & MAINTENANCE 21

6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 23

a. COMMUNICATIONS 23

b. BROADBAND DATA ACT 28

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 29

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 29

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 30
a. COMBINED COMMUNICATION CENTER 30
b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 30
c. FIRE STATION CONSTRUCTION GRANTS 30
d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 31
9. HOUSING 32
a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 32
b. MOBILE HOME COMMUNITY PROTECTIONS 32
c. AFFORDABLE HOUSING AND HOMELESSNESS 33
d. ANCHOR INSTITUTIONS 33
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 34
10. ECONOMIC DEVELOPMENT 35
a. EDA GRANT PROGRAMS 35
b. FEDERAL HISTORIC TAX CREDITS 35
c. NEW MARKET TAX CREDIT PROGRAM 36
d. CHILDCARE 36
e. EPA BROWNFIELDS PROGRAM 37
f. “BUILD BACK PLANNING GRANT” PROGRAM 37
g. ARTS & CULTURE 37
11. PUBLIC HEALTH 41
a. PUBLIC HEALTH FUNDING 41
b. ACCESS TO HEATLH CARE -CRESCENT COMMUNITY HEALTH CENTER 41

~~c. CLIMATE CHANGE & HEALTH ..... 42~~
~~d. LEAD POISONING ..... 43~~
~~12. PLANNING ..... 44~~
~~a. CLIMATE CHANGE ..... 44~~
~~b. ZONING REFORM ..... 44~~
~~c. INFRASTRUCTURE ..... 45~~
~~d. CERTIFIED LOCAL GOVERNMENT PROGRAM ..... 45~~
~~13. SUSTAINABLE & RESILIENT COMMUNITIES ..... 47~~
~~14. INDIAN GAMING REGULATIONS ..... 49~~
~~15. EQUITY ..... 50~~
~~a. MANDATORY MINIMUM SENTENCING ..... 50~~
~~b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS ..... 50~~
~~c. INCREASE THE FEDERAL MINIMUM WAGE ..... 51~~
~~d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON ..... 51~~
~~e. REAUTHORIZE THE VOTING RIGHTS ACT ..... 51~~
~~f. TUITION ASSISTANCE FOR EX-OFFENDERS ..... 52~~
~~g. FULLY FUND HOUSING CHOICE VOUCHER PROGRAM BASED ON ACTUAL NEED ..... 52~~
FEDERAL FOCUS 2022- 2032 6
GRANT OPPORTUNITIES 6
1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 7
a. BUILDGRANT 7
b. SAFE STREETS FOR ALL (SS4A) GRANT 9
c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 10
2. INFRASTRUCTURE: SURFACE TRANSPORTATION 11
a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 11
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 12
c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 15
d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 17
e. CAPACITY IMPROVEMENTS: US HIGHWAY 20 18
f. PUBLIC TRANSIT FUNDING 18
3. INFRASTRUCTURE: AIR TRANSPORTATION 19
a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 19
b. AVIATION WORKFORCE SHORTAGE 19
c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 19
d. TSA AIRPORT WORKER SCREENING 20

e. CONTRACT TOWER PROGRAM 20
4. INFRASTRUCTURE: PASSENGER RAIL 21
5. INFRASTRUCTURE: WATER 22
a. WASTEWATER & DRINKING WATER 22
b. FLOODWALL IMPROVEMENT & MAINTENANCE 22
6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 24
a. COMMUNICATIONS 24
b. BROADBAND DATA ACT 29
7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 30
a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 30
8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 31
a. COMBINED COMMUNICATION CENTER 31
b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 31
c. FIRE STATION CONSTRUCTION GRANTS 31
d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 32
9. HOUSING 33
a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 33
b. MOBILE HOME COMMUNITY PROTECTIONS 33
c. AFFORDABLE HOUSING AND HOMELESSNESS 35
d. ANCHOR INSTITUTIONS 35
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 36
10. ECONOMIC DEVELOPMENT 37
a. EDA GRANT PROGRAMS 37
b. FEDERAL HISTORIC TAX CREDITS 37
c. NEW MARKET TAX CREDIT PROGRAM 38
d. CHILDCARE 39
e. EPA BROWNFIELDS PROGRAM 40
f. ARTS & CULTURE 41
11. PUBLIC HEALTH 45
a. PUBLIC HEALTH FUNDING 45
b. LEAD POISONING PREVENTION 45
c. LEAD IN DRINKING WATER 46
d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING 46
e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS 47
f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES 51

g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES 51
12. PLANNING 53
a. HOUSING & ZONING REFORM 53
b. CERTIFIED LOCAL GOVERNMENT PROGRAM 54
13. SUSTAINABLE & RESILIENT COMMUNITIES 56
14. INDIAN GAMING REGULATIONS 58
15. HUMAN RIGHTS 59
a. MANDATORY MINIMUM SENTENCING 59
b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS 59
c. INCREASE THE FEDERAL MINIMUM WAGE 60
d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON 60
e. REAUTHORIZE THE VOTING RIGHTS ACT 61
f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS 61
g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME 62

FEDERAL FOCUS 2022- 2032
GRANT OPPORTUNITIES

~~The year 2024 finds the City of Dubuque with a laser focus on the unprecedented grant opportunities provided by federal government which will continue for another four years. Since 2021 the City of Dubuque and Dubuque County have realized over $100 million in recovery funds for both the public and private sectors. The city's past success is only prologue as efforts continue to secure federal funding for City Council goals and priorities.~~

~~Federal grant programs were established as an intentional effort to move the country out of the economic downturn brought on by the global COVID-19 pandemic of 2020, Congress passed historic legislation in 2021 and 2022. The American Rescue Plan Act (ARPA) and the Bipartisan Infrastructure Law (BIL) both passed in 2021. This landmark legislation provides trillions of dollars of recurring grant opportunities over six years for local governments. In 2022 the trifecta was complete with the passage of the Inflation Reduction Act (IRA) which provides grant opportunities for a decade.~~

~~ARPA fund support was unique in that local governments, for the first time, received a direct subsidy from the federal government to address losses due to the pandemic. ARPA funds targeted personal and public recovery from health and economic hardships caused by the pandemic, BIL seeks to rebuild American infrastructure and restore the nation's competitiveness on a global scale. IRA will invest $300 billion in deficit reduction and $369 billion in climate and energy security over the next ten years. IRA brings the city unprecedented opportunities to compete for grants with a focus on mitigation of climate change, addressing public and private health care, and providing affordable housing.~~

Federal legislative goals for 2026 will focus on commercial air service, water infrastructure, transportation infrastructure, economic development, safety, public health, and housing.

As funding for the city is reduced due to state policy, alternative revenue sources become even more critical. Working strategically with the Mayor and City Council, City staff and our partners, we continue to seek and secure grant funding for City priorities.

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS

a. ~~RAISE GRANT~~BUILDGRANT

~~Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant, f/k/a~~ Better Utilizing Investments to Leverage Development (BUILD) grant

The City of Dubuque has already benefited from this signature US Department of Transportation funding program. A $5.7 million TIGER grant was received in 2010 to support the reconstruction of utilities and complete streets in the Historic Millwork District. Additionally, Dubuque County in partnership with the City received a $5.4 million BUILD grant in 2019 to support a series of roadway repairs, intersection capacity and safety improvements, and a trail extension in the vicinity of the John Deere Dubuque Works facility.

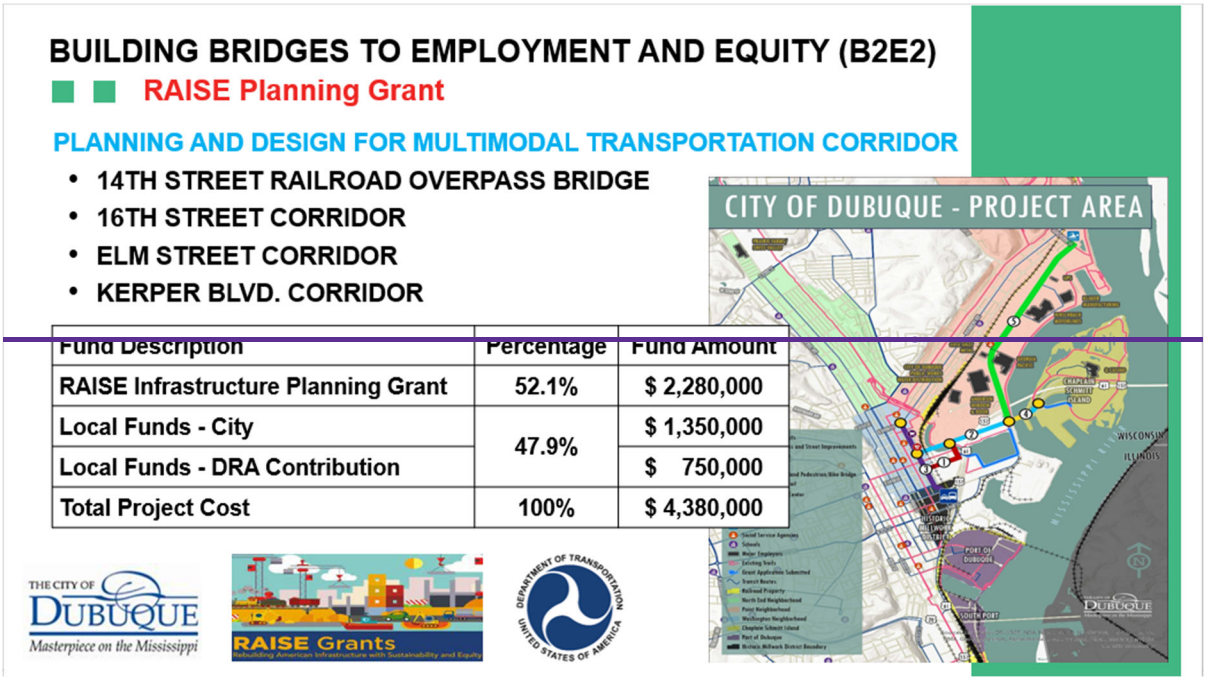
The City applied for USDOT TIGER Discretionary Grants in both 2014 and 2017 however our application requests were not selected. City staff were advised by grant review agency staff that our proposed infrastructure project grant applications were strong, however the projects were not advanced far enough in the planning, design, and environmental clearance development phases for selection consideration. Subsequently, the City applied for a 2021 RAISE Infrastructure Planning Grant which was unsuccessful. A formal debrief with USDOT staff in March of 2022 identified ways in which the project, the narrative and additional data could strengthen the application.

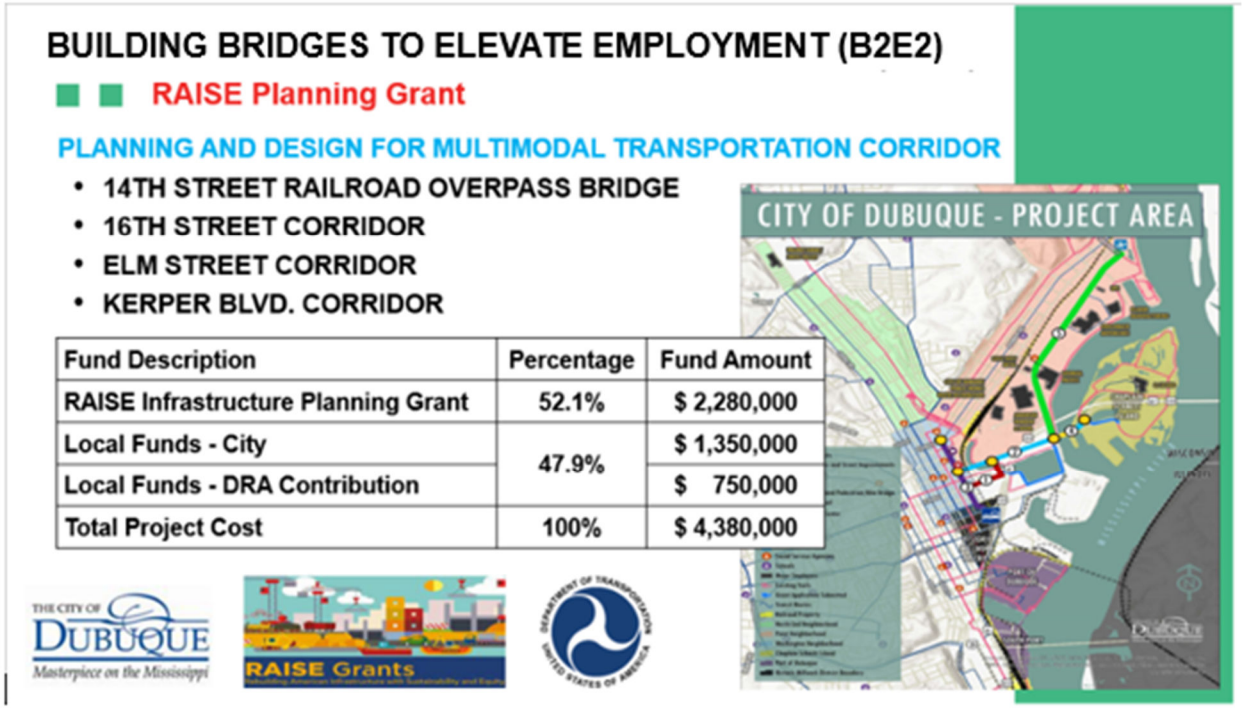
As a result, in an effort to be better positioned for future Federal Discretionary Grant opportunities, the City again applied for a 2022 RAISE Infrastructure Planning Grant to assist with the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, and the proposed 14th Street Railroad Overpass bridge project.

The 2022 RAISE Planning Grant application proposed a project entitled "*Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)*". Through the grant, the City of Dubuque requested $2,280,000 in USDOT RAISE Planning funds to assist with the planning and design of a multimodal transportation corridors which will connect low-income residents with economic opportunities and key community resources in the Kerper Boulevard Industrial Park, on Chaplain Schmitt Island, in downtown Dubuque and its Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)* application was selected to receive RAISE Planning Grant funding. The RAISE grant funding is summarized in the following table:

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	$ 2,280,000
Local Funds - City	47.9%	$ 2,100,000
Total Project Cost	**100%**	**$ 4,380,000**





The City completed the consultant selection process in accordance with the Iowa Department of Transportation (Iowa DOT) federal aid consultant selection process. AECOM Technical Services, Inc. was selected as the first-ranked Consultant and the City is through contract negotiations for Professional Consultant Services to complete the Engineering Design and ~~NEPA~~National Environmental Policy Act (NEPA) / Environmental Study Phase to advance development for the B2E2 RAISE Infrastructure Planning Grant project.

On September 5, 2023, the City Council concurred with the Consultant Selection Committee's recommendation in the selection of AECOM Technical Services, Inc. to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the RAISE Infrastructure Planning Grant for the project entitled "Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)". AECOM contract was negotiated, and Iowa DOT / FHWA external audit was approved on January 29, 2024.

City staff, AECOM, Iowa DOT and FHWA staff felt the best approach to develop a contract, scope of services, and negotiated fee was to separate the design services into 2 phases: Phase I (Concept Design / NEPA / Public Involvement / Preliminary Design), and a future Phase II (Final Design). Once Phase I preliminary design and NEPA work elements are completed, City staff will have a more detailed and comprehensive understanding of the scope of the services needed for the next Phase II (Final Design). Through a future Supplemental Agreement, a scope of services and fee amount will be developed for Phase II (Final Design) work.

On February 5, 2024, the City Council awarded the Professional Consultant Services Contract with AECOM and Notice to Proceed was issued to complete the Phase I - Engineering Design and NEPA / Environmental Study Phase.

On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Elevate Employment ~~and Equity~~ (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.

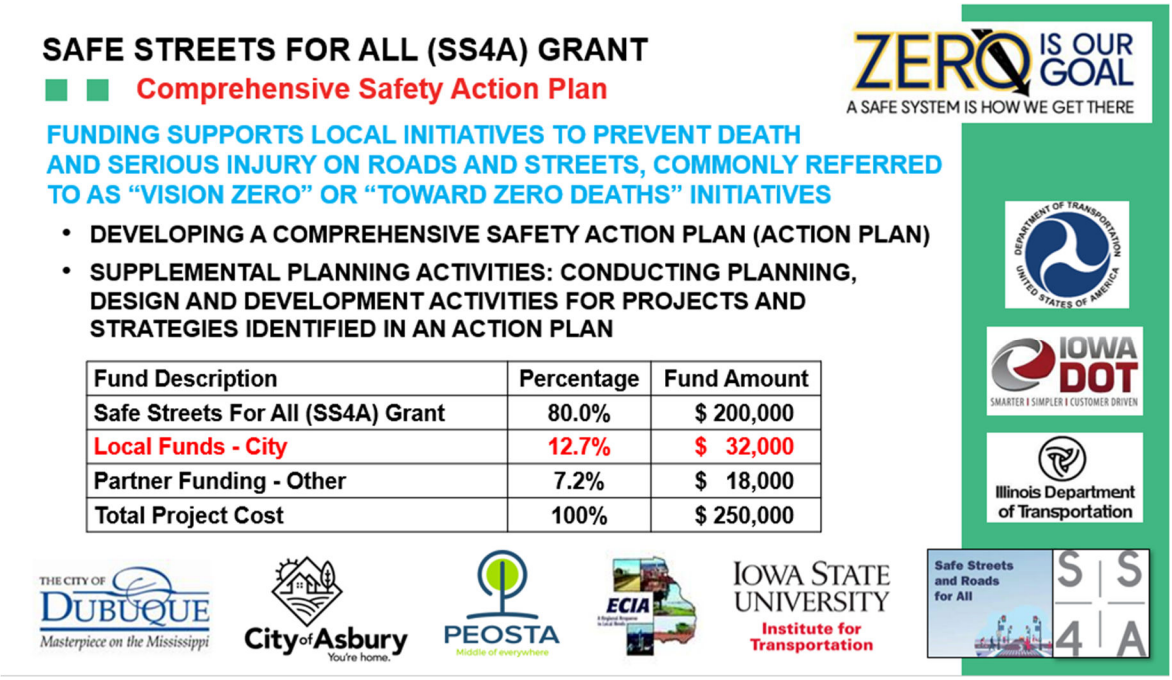
REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving RAISE Planning Grant in the amount of $ 2,280,000, and the RAISE Capital Grant in the amount of $25M. The City of Dubuque requests a categorical exclusion from any further NEPA/Environmental Study to avoid unnecessary delays.

b. SAFE STREETS FOR ALL (SS4A) GRANT

In February 2023, the City, East Central Intergovernmental Association (ECIA), and our regional local partners were notified of our awarded Safe Streets for All Grant. The SS4A grant will assist with developing a regional roadway network comprehensive safety action plan. Iowa State University Institute for Transportation will lead the effort to development of a comprehensive safety action plan for the regional roadway network to achieve the long-term objective of reducing transportation related injuries and working towards zero deaths.

It is the objective of the City, ECIA, and partners to complete an Action Plan so that we have identified potential roadway or intersection improvement projects which will be well positioned to compete for future SS4A Implementation grant opportunities.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving SS4A Grant in the amount of $200,000.

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT

Last offered in FY2012, DOT's Transportation, Community & System Preservation (TCSP) grant program provided $61 million in funding to plan and implement strategies to improve the efficiency of the transportation system, reduce its environmental impacts, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs and services, boost smart growth development patterns, and leverage private investment. As one of the few direct sources of federal transportation funding available to local governments, the TCSP program should be reintroduced to help meet community infrastructure needs. The City of Dubuque in 2012 received a $600,000 TCSP grant that helped in the reconstruction of Elm Street from 9th to 11th Streets. This "Complete Street" is adjacent to the Jule Intermodal Transportation Center. This street is a key part of the overall Historic Millwork District which has leveraged this federal funding to help stimulate over $100 million in private redevelopment.

REQUESTED ACTION

Reestablish the DOT Transportation, Community & System Preservation grant program to $1 billion annually.

2. INFRASTRUCTURE: SURFACE TRANSPORTATION

The Fixing America's Surface Transportation (FAST) Act is a five-year transportation bill intended to improve and expand the Nation's surface transportation infrastructure, including roads, bridges, transit systems and rail transportation network. This legislation passed in December 2015 and provides direction for transportation activities for five years.

The bill reforms and strengthens transportation programs, refocuses national priorities, provides long term certainty and greater flexibility for states and local governments, streamlines project approval processes, and maintains strong commitment to safety. Reauthorization of the transportation bill builds on and strengthens the innovations begun in MAP-21 in areas such as performance-based planning, safety, design, and freight planning. FAST Act supports policies which expand choices, bolster public health, and strengthen communities.

An extension of the FAST Act passed in 2020 expired in October of 2021. A multi-year surface transportation bill is needed to assure funding for future planning and construction of transportation projects. Support is needed for the Transportation Alternatives Program including the Recreational Trails Program and Safe Routes to Schools. Combined these programs provide for bike and pedestrian projects and safety in our local community. The federal fuel tax was last raised in October of 1993 and is not indexed to inflation, which increased by 77 percent from 1993 until 2020. A long-term fix is also needed for the Highway Trust Fund.

The FAST Act expires in September of 2026. Federal surface transportation reauthorization takes place every five years in Congress and is the process used to renew, fund, and update the programs that build and maintain the nation's roads, bridges, transit, and multimodal networks.

Reauthorization is one of the most important tools Congress has to shape national transportation policy. Typically passed every five to six years, these bills establish funding levels, define federal priorities, and guide how transportation investments are made. These decisions influence which types of projects are eligible, what outcomes are prioritized (such as safety, mobility, economic development, etc.), and how regions access and manage federal dollars.

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY"

Dubuque County was awarded a federal BUILD Grant in the amount of $5,452,023 for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road. The Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road. The Northwest Arterial - State of Good Repair Project will also provide the non-federal local match to the Dubuque County BUILD Grant.

The Northwest Arterial project was originally anticipated to be completed by the Iowa DOT, however as part of the executed Transfer of Jurisdiction Agreement (TOJ), the City agreed to be the lead local agency responsible for completing the Northwest Arterial - State of Good Repair improvements.

Effective January 29, 2021, the TOJ of the Northwest Arterial was completed from the State of Iowa to the City as part of the Southwest Arterial project. As part of the roadway transfer, the Iowa DOT has issued a

state of good repair payment to the City in the amount of $5,672,000 to complete pavement rehabilitation and reconstruction of the Northwest Arterial from US20 to Central Ave / IA3.

Due to the federal funds associated with the BUILD Grant, the Federal Highway Administration (FHWA) is the lead regulatory agency and responsible for administering the project in coordination with the Iowa DOT. As a result of the Northwest Arterial being incorporated into the BUILD Grant, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" together through the Iowa DOT's Office of Contracts bid letting process. Additionally, since the BUILD Grant was awarded to Dubuque County, this required the County to be the lead Contracting Authority for both Projects.

Bids were received on the project by the Iowa Department of Transportation on April 19, 2022 in Ames. Pirc-Tobin Construction, Inc., of Alburnett, IA submitted the low bid in the amount of $14,416,742.87 for the overall project which includes the City Northwest Arterial Project and the County John Deere Build Grant projects. A summary of the project cost breakdown is as follows:

~~Bid~~BUILD Project Cost Summary	Total Bid
City - Northwest Arterial - State of Good Repair Project	$ 8,~~541,861.54~~674,734.82
Dubuque County - John Deere Road Build Project	~~5,874,881.33~~6,395,401.42
~~Bid Total - Pirc-Tobin Construction, Inc.~~TOTAL PROJECT COST	$ ~~14,416,742.87~~15,070,136.24

Work on both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project began in June of 2022 and was completed in the fall of 2023.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal, state and local level for supporting the BUILD Grant to allow for capacity and safety improvements to John Deere Road and the Northwest Arterial freight corridors.

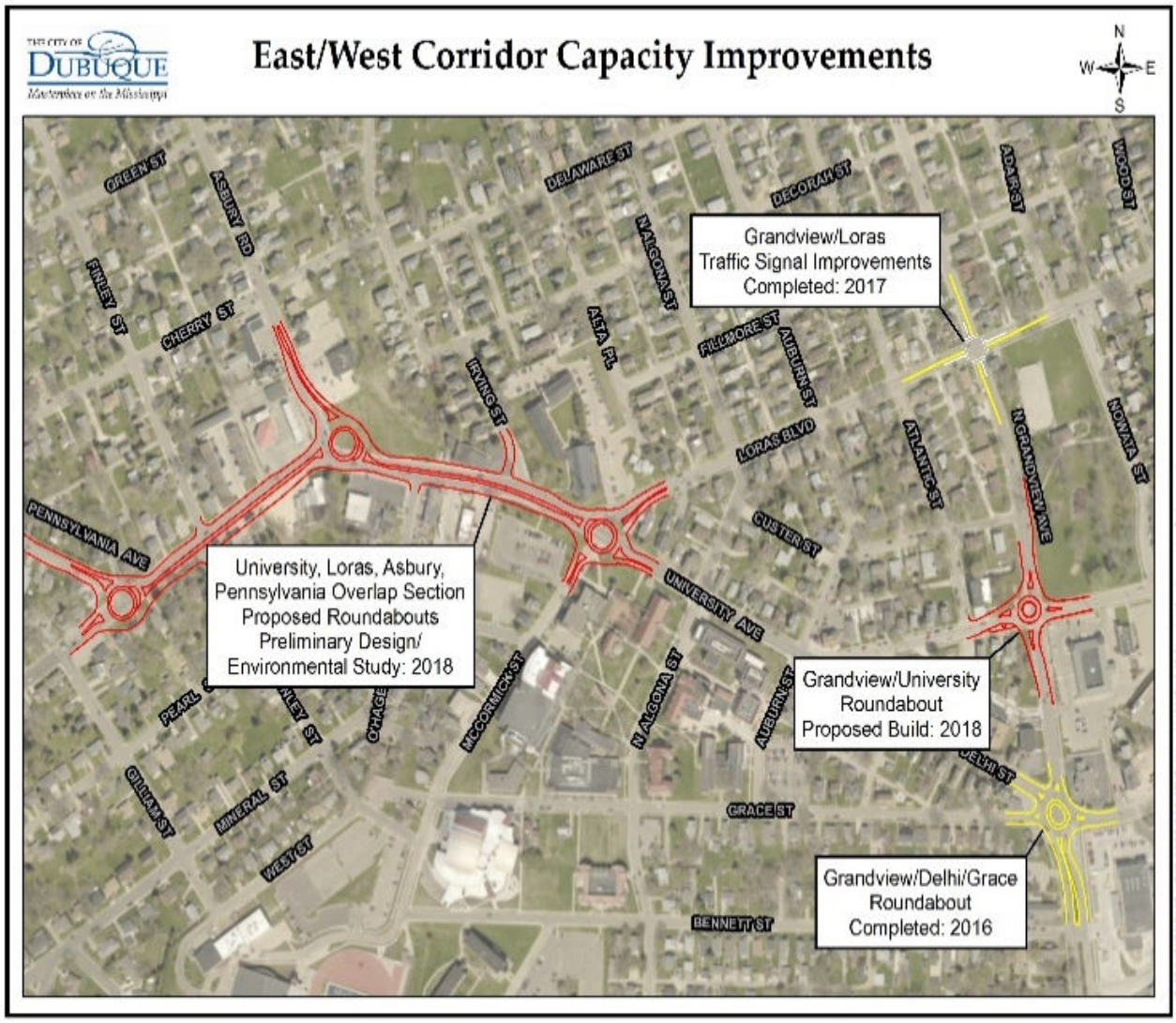
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

In August 2017, the City Council listed the East-West Corridor Capacity Improvement Implementation as a "Top-Priority" in its 2017-2019 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report. The adopted East-West Corridor Connectivity Study report acts as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study includes recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition	2016	$ 853,300
Grandview - Delhi Roundabout	2016	$ 827,000
Loras - Grandview Traffic Signals	2017	$ 370,300
University - Grandview Roundabout	2018	$1,200,000
Total Improvements To-Date		**$3,250,300**



The section of University Avenue, from Pennsylvania Avenue to Loras Boulevard, referred to as the "Overlap Section" was recommended for converting the three intersections along University Avenue to roundabouts.

In July 2018, the City applied for an $18.1 million U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant request to assist in funding both multi-modal and

capacity improvements within the identified East-West Corridors. Staff was notified in December 2018 that the City was not selected to receive a BUILD grant.

Following the BUILD grant announcement, the City has an opportunity to move forward and advance the development of East-West Corridor Capacity Improvements utilizing the new Iowa DOT Federal Aid SWAP Policy. Effective October 2018, the new Federal Aid SWAP Policy allows federal funds normally allocated to cities or counties to be replaced with State of Iowa Primary Road funds on a dollar-for-dollar basis. The goal of the new policy is to increase efficiencies and help local governments reduce the level federal oversight, regulations, and requirements. Additionally, the use of Primary Road funds will be reimbursed at 100% of eligible costs which eliminates the requirement for local governments to provide a 20% local match.

In January 2019, the City began the process to de-federalize the East-West Corridor project by paying back the federal funds previously used for property acquisition. On August 19th, 2019, the City received the FHWA final closure acceptance for the defederalization of funds related to the East - West Corridor project.

With the project defederalization is completed, in December 2020, the SWAP Funding Agreement was executed with the Iowa DOT which will allow the City to utilize both local City funding and SWAP funding to begin the preliminary engineering and environmental study phase for intersection capacity improvements along the University Avenue, Loras Boulevard to Pennsylvania Avenue “Overlap Section”.

In December of 2021, the Mayor and City Council approved the selection of HDR, Inc. of Omaha, Nebraska as the Consultant to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

In March of 2022, with the Infrastructure Investment and Jobs Act (IIJA) funding allocation to the State of Iowa, the Iowa DOT announced the increase in new federal funds will require additional Primary Road Funds (PRF) to be used as the State’s local match, which will impact the Iowa DOT’s ability to provide SWAP funds for Local Public Agency (LPA) projects. With the reduced Federal-aid SWAP capacity, the Iowa DOT has informed LPAs that all programs will transition from Federal-aid SWAP to Federal-aid starting in February 2023 for Cities.

Since the East-West Corridor Capacity Improvements are a multi-year, multi-phased project, which transitioned from Federal-aid SWAP (100% funding) to Federal-aid (80%/20% funding), in March 2023, the City was required to identify, and the Mayor and City Council approved as part of the Fiscal Year 2024-2028 adopted budget, the allocation of an additional $2.5 million as the City’s 20% local match.

As a result of the funding shift to Federal Aid, this requires the environmental study phase to be elevated to a Federal NEPA level clearance. Due to the additional level of work to meet the NEPA level regulatory requirements, this added time required to complete the environmental clearance phase by 12 months and added an additional cost to the Consultant design services contract. Once the preliminary engineering and environmental (NEPA) clearance are completed over the next year, corridor impacts will be identified, and property acquisition could begin. Subject to availability of local match funding, property acquisition could take approximately 2 years to complete. Once property acquisition is completed within the Overlap Section, and subject to availability of local match funding, construction to convert the three intersections along University Avenue to roundabouts could begin and would take approximately 2-3 years to complete.

REQUESTED ACTION

Support City of Dubuque BUILD grant application for East West Corridor improvements.

c

~~c.~~ ~~14TH ST RAILROAD OVERPASS~~

~~The Canadian Pacific (CP) Railroad travels through the urban core of the city with numerous at-grade crossings on local city streets in the downtown area. With approximately 15-20 trains passing through Dubuque on a daily basis, pedestrians, vehicles, commercial traffic, and emergency responders have interrupted access the northeast segment of the city. This cuts off the most economically sheltered area of our community from job and shopping opportunities. Rail transport through Dubuque will continue to negatively impact existing at-grade crossings which could potentially be blocked more frequently and for longer periods of time. The City of Dubuque's East – West Corridor flow would also be negatively impacted.~~

~~In August of 2022, the City was notified by the US Department of Transportation that the Building Bridges to Employment and Equity (B2E2) application was selected to receive RAISE Planning Grant funding in the amount of $2,280,000, which will include the planning and design for a proposed 14th Street Railroad Overpass bridge.~~

~~A 14th Street Railroad Overpass Bridge would provide an unimpeded elevated crossing over the existing at-grade railroad track crossing and thus provide unimpeded access to the Kerper Boulevard, the redeveloped 16th Street Corridor, tourism and recreational amenities on Chaplain Schmitt Island, Highway 61/151 into Wisconsin, the Washington and North End neighborhoods, the Historic Millwork District and downtown.~~

~~On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Employment and Equity (B2E2) Project.~~

~~On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.~~

> ~~*REQUESTED ACTION*~~
> ~~The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving the RAISE Capital Grant in the amount of $25M.~~

~~d. 14TH ST AND 16TH ST CORRIDOR – CHAPLAIN SCHMITT ISLAND – CENTRAL AVE/WHITE ST – ELM ST~~

~~For the past nearly three decades, Dubuque has engaged in long-term planning and implementation efforts aimed at removing blight, reclaiming abandoned spaces, and redeveloping the City's six-and-a-half-mile riverfront. These efforts have resulted in the redevelopment and success of the Port of Dubuque, Dubuque's Main Street and downtown, and the Historic Millwork District. With the completion of the Bee Branch flood mitigation project, the City continues its focus on redevelopment, turning to the North End neighborhoods, Kerper Blvd and Chaplain Schmitt Island.~~

~~Completion of the Bee Branch project provides flood protection to some of Dubuque's oldest and most vulnerable neighborhoods. Building on this significant $218 million infrastructure investment are several initiatives led by the City and its partners. These include the City of Dubuque Housing department's CHANGE program which focuses on improving affordable housing stock and neighborhoods on the North End. The~~

City's creation of the Office of Shared Prosperity and Neighborhood Support aims to rebuild job opportunity and entrepreneurship. The Chaplain Schmitt Island Placemaking and Implementation Plan has already prompted an enhanced Veterans' Memorial and reflection pond and will continue to redevelop this tourist amenity through hike/bike trails and additional retail, recreational and entertainment venues for residents and citizens alike, creating another destination attraction on Dubuque's riverfront. Partners at the Dream Center and Steeple Square provide educational programing and event space for residents and other nonprofit organizations of the North End and learning space for students in Dubuque.

None of these initiatives and projects can be successful without connectivity of transportation and broadband infrastructure. Connecting Dubuque's riverfront, downtown and Historic Millwork District with its Intermodal Transportation Center to the North End will require transportation improvements along the 16th Street Corridor, onto and throughout the Chaplain Schmitt Island and to Central Avenue and White Streets.

The 16th Street Corridor approaching the Chaplain Schmitt Island includes the former Dubuque Packing Company site which is envisioned to be redeveloped. Potential retail and mixed-use space are planned and could serve as a regional retail magnet. The 16th Street Corridor transportation access to this space is constrained. Current transportation routes do not meet the needs of the planned mixed-use activities.

Planning envisions the development of a Complete Street along the 16th Street Corridor with roundabout access to the former "Pack" site at Sycamore and Marsh Streets, continuing on to a roundabout at Kerper Blvd and 16th Street and finally the construction of a roundabout on Chaplain Schmitt Island. Transportation infrastructure would also include construction of a separate bike/pedestrian bridge across the Peosta Channel, and creation of a mixed-use trail connecting Chaplain Schmitt Island with the City's transit hub (Intermodal Transportation Center) to better support the movement of workers, tourists, and freight.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Employment and Equity (B2E2)* application was selected to receive RAISE Planning Grant funding in the amount of $2,280,000, which will include the planning and design of a multimodal transportation corridor and Complete Street improvements to the Elm Street corridor, and the 16th Street corridor.

The City has received a B2E2 $25 million grant to complete the over $40 million 14th Street Railroad overpass project.

Central Avenue and White Streets corridors are poised for improvements in the coming years. Planning is underway for streetscape and potential building improvements.

> *REQUESTED ACTION*
> Dubuque has multiple transportation improvements envisioned in order to continue the community's work enhancing tourism destinations on the riverfront and expanding economic development on the North End and Central Avenue/White Street Corridor. Increased federal funding for existing transportation programs that support all modes of transportation including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program, Transportation Alternatives (Trails, Safe Routes to School), Surface Transportation Block Grant Program and Small Starts are requested. The City also needs assistance working through the environmental assessment requirements for the 14th Street Railroad overpass to build the project before the train traffic doubles.

e. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION

The City of Dubuque supports the implementation of capacity improvements along the Highway 20 corridor and the Northwest Arterial intersection. This intersection is experiencing operational challenges which will

only be compounded now that the Southwest Arterial/ US52 is completed, and commercial traffic is rerouted from the downtown urban core. The recommended capacity improvements will allow traffic to travel along Highway 20 more efficiently and safely, from the Northwest Arterial to the Southwest Arterial/ US52 interchange. The Iowa DOT has completed a capacity improvements study and has identified the preferred roadway corridor and intersection improvement. The Iowa DOT is currently evaluating alternatives for both funding and phasing the implementation of capacity improvements.

REQUESTED ACTION

Continue to support the Iowa DOT efforts to implement improvements along the Highway 20 corridor and the Northwest Arterial intersection for safe and efficient travel to the Southwest Arterial/ US52 interchange.

~~f~~d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH

After nearly 30 plus years in the making, it is with great appreciation in celebrating the completion of the Southwest Arterial / US Highway 52 project, which was ~~opening~~opened to vehicular traffic on August 17, 2020.

The final cost projection for the fully completed 4-lane freeway is approximately $160 Million. This historic milestone achievement would not have been possible without the strong collaborative partnerships with the Iowa department of Transportation and Dubuque County.

Future Initiatives

As part of the 4-lane highway construction, grading was also completed for a future bike pedestrian shared use path from US Highway 20 to US Highway 61/151. To accommodate the future trail - several of the bridges along the corridor incorporated a separated shared use on the bridges. A future initiative will be to pave the 6.1-mile bike pedestrian shared use path which will complete a connection between the Heritage Trail and the Mines of Spain Recreational Area.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal and state level for all the support in making the Southwest Arterial, our #1 surface transportation project a reality and now is seeking $6 million to fund paving the bike and pedestrian shared use trail that has been graded as part of the project.

~~g~~e. CAPACITY IMPROVEMENTS: US HIGHWAY 20

Transportation infrastructure connectivity is essential to a vibrant economy and thriving community.

REQUESTED ACTION

The City of Dubuque supports completion of four-lane construction on Highway 20 to Chicago. To accomplish this project and other significant highway and interstate capacity improvements, the City supports efforts to identify a long term, sustainable revenue source that keeps the Highway Trust Fund fully funded to be used for rebuilding and maintaining infrastructure.

~~h~~f. PUBLIC TRANSIT FUNDING

The new infastructure BIL provides stable formula funding and competitive grant program to address bus and bus facility needs. The BIL is greatly appreciated for increasing operational needs, but supply chain issues are still causing a major delay in technology and equipmen leadtimes and cost increases.

The City of Dubuque has received a planning grant to analyze travel patterns in the community and develop a replicable model for responding to travel demand through planning of transportation investment that incorporates all modes - car, bus, bike and pedestrian. The goal of this research is to create a more efficient and cost effective public transit system modeling tool for cities under 100,000 population.

This research effort and integrated approach to addressing community travel needs will provide opportunities to expand public transit service to our citizens. Without additional operating funding to support current services and new operating grant opportunities to expand services, implementation of this project could be limited.

Technical assistance for cities interested in undertaking bus rapid transit projects earlier in the planning stages would also be appreciated. Currently, most planning must be complete and Small Starts funding already secured for a city to be eligible for this type of assistance. Operational funding to support ongoing route analysis and planning at the transit system level would be helpful as well.

Capital funding for vehicles and onboard technology replacement are needed. Many vehicles in Iowa, and Dubuque specifically, are at or near the end of their useful life. Onboard technology provides essential data for management and dispatch personnel as well as drivers and passengers, but to upgrade or replace this technology fleet-wide is costly. Stagnant operational funding and limited capital funding opportunities make developing responsive, cost-effective public transit opportunities difficult.

REQUESTED ACTION

Support increased funding for operational funds through the 5307 program and pursue additional grant funding for bus replacement to include four new transit vehicles, specifically two smaller, heavy duty, thirty-foot GILLIG buses and two mini buses.

3. INFRASTRUCTURE: AIR TRANSPORTATION

a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE

Modernize Small Community Air Service Development (SCASD) Essential Air Service (EAS) to meet today's evolving small community and industry needs.

REQUESTED ACTION

Continue to appropriate funds for Air Service Development and Essential Air Service Programs identified in FAA Reauthorization Act 2024 and include modification to programs that will help restore and retain commercial air service in airports that lost all commercial service such as DBQ.

b. AVIATION WORKFORCE SHORTAGE

Congress must take immediate action to address the aviation workforce shortage through multiple programs and initiatives. Aviation workforce shortages are creating a strain felt across the industry and is being felt most by the smaller communities who are struggling to maintain their basic service, or have lost service altogether.

REQUESTED ACTION

Appropriate funds toward Aviation Workforce identified in FAA Reauthorization Act 2024: Aviation Workforce Development Programs, Airport Service Workforce Analysis

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM

~~b.~~ Congress pass the following legislation related to airports past FAA mandated use of PFOS and PFAS in Aqueous Film Forming Foam (AFFF).

~~AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE~~

~~Modernization of Air Service Development and Essential Air Service to meet today's evolving small community and industry are vitally needed.~~

REQUESTED ACTION

Appropriate ~~funds for Air Service Development and Essential Air Service Program identified in FAA~~the $350 million authorized by the FAA Reauthorization Act of 2024 ~~and include Dubuque in the federal subsidy programs that will help get Dubuque commercial air service.~~

towards a~~c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM~~

~~Congress can aide airports with liability legislation that holds airports harmless for present and past use of PFOS and PFAS in Aqueous Film Forming Foam as mandated by the FAA.~~

~~*REQUESTED ACTION*~~

a. ~~Appropriate Funds toward~~ PFAS Replacement Grant Program ~~identified in FAA Reauthorization Act of 2024.~~ .

~~A. One-time initial acquisition, disposal, cleaning or disposal of existing equipment, acquisition of equipment.~~
~~B. Replacement of AFFF concentrate relative to total AFFF requirement under 139~~

b. ~~-~~Pass Legislation that exempts airports from enforcement actions under the CERCLA or other State and Local environmental laws related to the use of PFOA/PFAS.

d. TSA AIRPORT WORKER SCREENING

The need for Airport Worker Screening remains necessary in the ever-evolving homeland security landscape.

REQUESTED ACTION

Require TSA to retain the roles the agency was created to execute following 9/11, instead of placing that unfunded burden on Airport's. One of TSA's founding purposes was to provide consistent security screening across the National Airspace System, and now critical security screening tasks are being placed back into pre-9/11 processes and programs.

e. CONTRACT TOWER PROGRAM

Safety and common-sense dictates continued funding of the ATC program and the contract tower program or restoration of FAA staffing of these facilities. A United States Department of Transportation Office of Inspector General Report Number AV-2013-009, issued on November 5, 2012, found that "a contract tower cost, on average, about $1.5 million less to operate than a similar FAA tower." The report further stated, "contract towers had a significantly lower number and rate of safety incidents compared to similar FAA towers."

REQUESTED ACTION

We urge Congress to continue to fully fund the Contract Tower program

4. INFRASTRUCTURE: PASSENGER RAIL

~~Through the Envision 2010 process, Dubuque residents identified the return of passenger rail to Dubuque as one of its top ten priorities.~~ Local passenger rail advocates established a passenger rail citizen group, "Ride the Rail," to engage the public, secure support and promote the return of passenger rail service between Chicago to Dubuque.

The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing state and local funding for the feasibility study of passenger rail return between Chicago and Dubuque. Federal funding support for passenger rail projects provides the critical next step for the return of passenger rail service between Chicago and Dubuque.

REQUESTED ACTION

Encourage Illinois Department of Transportation efforts to obtain federal funding for passenger rail service from Chicago to Dubuque.

5. INFRASTRUCTURE: WATER

a. WASTEWATER & DRINKING WATER

The nation's wastewater and drinking water infrastructure is experiencing an infrastructure need of $655 billion over the next twenty years. We congratulate Congress on the passage of the Bipartisan Infrastructure Legislation (BIL) which includes $105 billion in water infrastructure funds.

The City of Dubuque has ongoing funding needs for drinking water and clean water infrastructure. The State Revolving Loan (SRF) program has been very effective in helping the City address water infrastructure needs.

For every federal dollar of SRF spending, 21.4% is returned to the federal government in the form of taxes and on average, 16.5 jobs are created for every 1 million spent through SRF; each job is estimated to bring about $60,000 in labor income. Infrastructure investments create 16 percent more jobs than equivalent spending on a payroll tax holiday, 40 percent more jobs than an across-the-board tax cut, and more than five times as many jobs as temporary tax cuts.

Every million dollars of SRF spending results in $2.95 million of input in the U.S. economy. This is a smart investment complimenting a narrow federal role of ensuring modern, efficient infrastructure. Since this is a loan program, SRFs leverage resources from all levels of government and the private sector empowering state and local governments. SRFs are voluntary, thereby reducing regulatory burdens on businesses.

Dubuque has utilized SRF funds for two major projects, the Bee Branch project and the Water and Resource Recovery project. Dubuque is poised to now include lead service line replacement funds through SRF or other federal infrastructure grant funds. The SRF funding source is critical to cities.

> *REQUESTED ACTION*
>
> The City of Dubuque supports the expansion of grant funds and SRF forgivable loans available through the Bipartisan Infrastructure Legislation (BIL) for water infrastructure needs, particularly the city-wide lead service line replacement program, the Catfish Creek sanitary sewer improvements, and other priorities.

b. FLOODWALL IMPROVEMENT & MAINTENANCE

The Senator John C. Culver Flood Wall system was built between 1967 and 1974 at a cost of $11 million dollars. Over the past ~~nearly~~ fifty plus years it has provided protection valued in the billions of dollars.

~~Over~~The City received $16.2 million in federal funds in 2024 to replace and expand the ~~past five years, City staff along with US~~ gates and pumps at the 16th Street detention basin. This project was critical to building greater resiliency in the flood protection system and is part of the Bee Branch Flood Mitigation Project. These federal funds, provided through the Economic Development Administration (EDA) and Community Project programming, were essential to maintaining and enhancing flood protection for Kerper Blvd, the Millwork District, and other adjacent neighborhoods and businesses.

With the funding secured for the construction of the 16th Street Gates and Pumps priority, the City is now focused on the South Port of Dubuque.

After Hurricane Katrina devastated New Orleans and southern Louisiana and Mississippi, the Army Corps of Engineers ~~staff have continued to monitor the flood resilience of the flood system at Dubuque. It has been~~(USACE) determined that ~~a new pumping station should be constructed to replace the current gates~~

~~and pumps at the Bee Branch which was originally constructed prior to the federal~~ the failure of multiple "I" walls in the levee system exacerbated the devastating flood ~~control project. The City was fortunate to be awarded a $2.5 million EDA grant to offset some of the $14.5 million in estimated construction costs. The City is also looking to take advantage of the SRF program to fund a portion of the project cost. It has also been determined~~impacts. Subsequently, the USACE recommended that ~~burying~~all flood protection systems in the US that included "I' walls address this weakness and bury the "I" walls to build greater flood protection and resiliency. This USACE recommendation did not come with any federal funding programs or opportunities.

Burying the “I” wall in South Port would strengthen ~~its~~the resilience of the John C. Culver Flood Wall system and create greater protections and flood resilience~~.~~ for the city.

REQUESTED ACTION

~~Continued support for~~Support funding for Dubuque’s critical flood prevention infrastructure, including ~~$15 million for new flood wall gates and pump station improvements on Kerper Boulevard at the 16th Street Detention Facility and~~ $14.7 million to bury and strengthen the South Port “I” wall.

6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS

a. COMMUNICATIONS

As a member of the National League of Cities (NLC), the United States Conference of Mayors, and the National Association of Telecommunications Officers and Advisors (NATOA), the City of Dubuque joins these organizations in acknowledging that the historic transformation of our communications infrastructure is essential to the economic competitiveness of the local governments, states, and the nation.

Preserve local authority to manage public rights of way for the benefit of everyone.
Maintaining public right of way and ensuring shared use~~,~~ for the benefit of the public through partnerships and cooperative agreements, ~~benefit the public,~~ not only ~~with~~ monetary payments, but most importantly a maximum investment in broadband and communications for the benefit of the community. This is a win-win for the community and communications providers to get the needed services to residents and businesses in a timely and economically competitive way.

Protect local authority to establish taxes that are consistent with local needs and maintain adequate revenue.
Local governments recognize and support efforts to modernize the collection and administration of local communications taxes, but in a manner that preserves the ability of local government to impose and collect taxes to fund vital services for its citizens consistent with local values.

Protect and enhance local ability to provide for homeland and hometown security.
Local government's first responders need fully deployed E911, access to spectrum and funding for interoperable communications to protect the public.

Recognize local roles in promoting nondiscriminatory access to the full range of communications services.
Municipalities are helping to bring advanced services to individuals and small businesses. Cities must have the autonomy necessary to encourage competition and infrastructure deployment that will lower prices and improve service quality for their citizens.

REQUESTED ACTION

- Do not nationalize cable and video franchising.
- Protect local governments' ability to facilitate or offer advanced communications services to their citizens.
- Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.
- Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.
- Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.
- Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.

Local Government Principles for Communications Policy Modernization

We believe that Congress and state and local governments can achieve these goals by embracing the following principles:

- **State and Local Authority**
  The City of Dubuque supports a balanced federalist approach that encourages new innovation and technology while preserving appropriate authority for state and local governments to protect their citizens — particularly in relation to public safety and homeland security, promoting local competition, promoting economic development, taxation, expansion of access to advanced networks, rights-of-way management, and consumer protection.

- **Public Safety**
  State and local public safety agencies rely heavily on communications services and systems to protect public safety. In order for states and localities to carry out this mission, it is essential that important obligations, such as 911 and CALEA, be applied to all relevant communications platforms, regardless of technology. States and localities must also have sufficient spectrum and funding to obtain interference-free, interoperable emergency communications. In addition, it is important to preserve and strengthen the ability of state and local government to protect and warn the public through emergency alert systems.

- **Use of public property and right-of-way**
  State and local governments are the trustees of public property and must retain the power to manage those assets for the benefit and safety of the community.

- **Municipal Broadband**
  State and local governments can play an important role in making advanced services, including broadband services, available to their citizens, based on specific local needs and conditions. Federal policy should promote the rights of local governments that choose to offer those services directly to their citizens.

- **Video Franchising**
  The federal government should not preempt or restrict local authority to negotiate mutually beneficial agreements and grant franchises to video providers. Public, educational, and governmental channels are important tools citizens use to participate.

City of Dubuque Supports:
Legislation that preserves and extends municipal government authority to provide communications services to their constituents.

Legislation that overturns the FCC cable franchise order and returns to the local franchising scheme set out in the Cable Communications Policy Act of 1984.

The City of Dubuque opposes a wireless tax moratorium.

Ensuring expanded access to multichannel video programming is an important role of local government.

Ensuring fair access to digital ~~equity is achieved~~resources by addressing inequalities of availability, affordability, and accessibility of technology~~—~~—specifically high-speed internet.

Net neutrality rules require that internet providers treat all internet traffic equally, outlawing practices like traffic throttling or paying for content to be prioritized.

Expanded Access

States and localities support policies and programs that advance access to communications services and ubiquitous broadband deployment in all areas of the country. Current initiatives that promote universal and affordable access to communications services include the federal and state universal service funds, the ERate program, Affordable Connectivity Program (ACP,) urban and rural infrastructure support mechanisms, and obligations ensuring equitable cable and broadband deployment.

ACP

Galvanized by the pressure of COVID-19, a bipartisan Congress created the ACP with $14.2 billion in funding in November 2021. The program provides eligible households a discount on Internet services of up to $30 per month—and up to $75 per month on qualifying Tribal lands. It also provides a one-time discount of up to $100 towards a laptop, desktop, or tablet from participating providers.

Since then, the ACP has helped provide Internet to over 20.5 million American families and veterans. Thanks to the ACP, low-income households can afford the access they need for work, education, healthcare, and democratic engagement in the digital age. The data shows that we are making real progress on the affordable access problem that has plagued the U.S. for over a generation. Broadband connectivity is essential to maximizing educational opportunities, stimulating economic growth, lowering healthcare costs, investing in a skilled workforce, and connecting individuals with their loved ones.

The ACP's funding has expired, relegating those Americans to second-class status again unless Congress steps up to replenish the fund. In addition to availability and accessibility, ACP directly addresses the best known factor contributing to the digital divide—price.

REQUESTED ACTION

Government leadership needs to ensure the ACP's continuation and appreciate the urgency. By extending ACP funding, Congress can ensure the program continues to provide enduring opportunities for all Americans.

Taxation

States and localities should retain full flexibility, as does the federal government, to structure their tax policies in ways that best serves their citizens.

~~*REQUESTED ACTION*~~

~~Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.~~

Consumer Protection

States and localities are best positioned to respond effectively to a wide variety of consumer concerns, including but not limited to complaints related to service quality and affordability, reliability, deceptive practices, billing practices, privacy, and criminal activity.

Wireless Zoning and Siting

It is essential for local communities to be able to address the expansion of wireless facilities to promote the deployment of advanced communications while also protecting the interests of citizens in safety, sound

planning, and aesthetic concerns. Cellular carriers have petitioned the FCC to create new, onerous regulations that would make it more difficult for local governments to carry out their responsibilities in this area. The Communications Act prohibits such FCC regulation. Congress should ensure that the balance struck in federal law is not overturned by agency action.

In 2019 the City established a Small Cell Aesthetics guideline which outlined permit procedures, design standards and location preferences. The goal is to encourage preferred locations, collocation, and maintaining the unique community character and distinct aesthetics using "stealth" techniques and, for our residents, providing advance notification of pending applications. Congress should support the City's efforts in establishing and implementing such standards for the welfare of all.

Local government strongly endorses promoting competition for all consumers and treating like services alike. The elected leaders of our nation's cities and counties stand ready and willing to welcome video competition in their communities. Centralizing franchising at the federal or state level, however, limits the benefits of head-to-head video competition to a chosen few, and deprives consumers of important protections.

The FCC

Although the courts have upheld the transparency rule but vacated the no-blocking and no-unreasonable-discrimination rules, there is no guarantee from the FCC of net neutrality. The new arrangement stands to benefit large ISPs immensely while potentially harming small start-ups, entrepreneurs, and consumers especially in locations where providers are limited.

Although there is a disclosure requirement and providers are prevented from engaging in unfair, deceptive, and anticompetitive practices, issues will be handled ***after*** occurring and providers could bypass unfair practices in the name of "reasonable, network management."

REQUESTED ACTION

1. States where statewide or state-controlled franchising is currently in place do not see greater or faster video competition deployment than states where it is not.

2. Franchises do not just provide permission to offer video services. They are the core tools local government uses to manage streets and sidewalks, provide for public safety, enhance competition, and collect compensation for private use of public land. Eliminating local franchises deprives local government of the power to perform basic functions.

3. Competition is for everyone. Current national policy implemented through franchises encourages competition throughout the country, not just in urban or suburban areas and not just for the wealthy. In less than ten years, under the current system, broadband service has been made available to 91 percent of all homes passed by cable.

4. Neither Congress nor the FCC should try to manage local streets and sidewalks from Washington. National franchising would abrogate a basic tenet of federalism by granting companies access to locally owned property on federally defined terms.

5. Market factors, not local governments, control the pace of new broadband deployment. Telephone companies have not yet seriously dedicated resources to negotiate franchises in many markets. Potential video competitors require relatively few franchises to implement their announced business plans (for AT&T 1,500-2,000 franchises, for Verizon 100-200 franchises).

- ~~Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including: state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.~~
- ~~Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.~~

~~Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.~~***Tech Entrepreneurship and Competition.***

States and localities benefit from, and support, competition and innovation and technology neutrality. When a fully competitive market does not exist, states and localities must retain the authority to ensure nondiscriminatory access to essential facilities, to prevent incumbents from using market power to stifle competition and innovation, and to maintain consumer safeguards when market forces fail.

There are arguments for and against net neutrality. The City of Dubuque supports efforts for Internet to remain a level playing field for all and the FCC to protect an "open internet." Given Dubuque's focus on small business and innovation, Dubuque would likely be impacted by the anti-competitive risks that come with ending net neutrality more than other Iowa communities.

REQUESTED ACTION

The City supports legislation that would restore net neutrality.

Broadband Acceleration Initiative

In 2016 the City of Dubuque launched its Broadband Acceleration Initiative. Operating primarily in public/private collaborations, the Initiative has been a resounding success by increasing broadband access, capacity, speeds, and competitors. Every business center has redundant high-speed access and a five-year fiber-to-the-home build-out is underway. Recently the City has added a strong ~~equity~~fair access component to the initiative, beginning with free local Wi-Fi and low-cost access options in our lowest income census tracks. Universal, affordable, high-speed access is the goal, and we are making progress. However, that progress is hampered by outdated governmental data, policies, and funding priorities. We believe that the following Federal Broadband Initiatives/Efforts are critical to the continued success of Dubuque's Broadband Acceleration Initiative.

REQUESTED ACTION

1. Continued efforts to produce Immediate and accurate revision of FCC broadband access maps. It has been acknowledged by industry and both political parties that these maps, which underly both federal policy and funding decisions on broadband, are outdated, use inaccurate information and are subject to manipulation by incumbent carriers.

2. Until consensus mapping and data is available, uncouple federal broadband funding decisions from the current FCC "targeted service area" calculations. As an example, when using ACS census data, Dubuque shows several lower-income census tracts where 25% to 30% of households reporting no consistent internet access. However, the "TSA" map by the FCC shows no (zero) targeted service areas anywhere in the community of Dubuque.

3. Utilize a definition of "served" areas in the realm of broadband connectivity to include the measures of affordability, availability and accessibility. The problems of available, affordable, and accessible connectivity, in light of a growing number of devices, and capacity to deliver a

consistent, usable broadband technology in more densely populated areas are significant factors contributing to the uneven digital ~~inequity~~access that exists among residents.

Provide flexibility for the USDA ReConnect Loan and Grant Fund and other broadband access programs to allow rural and small urban areas (under 100,000 in population) to collaborate on broadband infrastructure and costs. These areas are intimately connected via transportation networks, labor-sheds, power systems, and the like. The ability to scale rural efforts via collaboration with small urban areas would accelerate broadband access to both. From a policy perspective, allow municipalities to treat broadband access as an essential corporate purpose and dissuade state policymakers from creating state level barriers for municipal action on broadband.

b. BROADBAND DATA ACT

The availability of accurate and readily accessible data, consistent collection methods across all carriers/providers and data visualization tools provides a potential means of maintaining an open and fair internet. By guaranteeing comprehensive, quality information on broadband access, bandwidth, and speeds across all delivery methods, will result in an ability for cities to monitor services in our communities. The outcome of this initiative ~~results in an~~is the ability to identify and respond to gaps in telecommunications ~~equity needs~~access in communities ~~serving those~~ most needing broadband services.

REQUESTED ACTION

Support the FCC must collect and disseminate granular broadband service availability data (broadband maps) from wired, fixed-wireless, satellite, and mobile broadband providers. To do this, the FCC is required to establish the Broadband Serviceable Location Fabric (a dataset of geocoded information for all broadband service locations, atop which broadband maps are overlaid) as the vehicle for reporting broadband service availability data. Additionally, the FCC must put forth specified requirements for service availability data collected from broadband providers, and it must create a challenge process to enable the submission of independent data challenging the accuracy of FCC broadband maps within reasonable windows of time.

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

Land and water conservation fund has been critical to the development of outdoor recreational opportunities in Dubuque. Past grant awards have funded softball field development for youth and adults, open space development in the area of historically significant places along the Mississippi River, and expansion of the E.B. Lyons Interpretive Center at the Mines of Spain State Recreation Area. Each of these developments has been very important to expansion of outdoor recreation. Increased funding of this program is critical to Dubuque as a partnering source for enhancing outdoor recreation for our citizens which increases the health and well-being of the community.

The Outdoor Recreation Legacy Partnership (ORLP) program awards grants through LWCF supporting development of new parks and renovating outdoor recreation infrastructure in underinvested urban communities. Dubuque has leveraged this program twice for a two-phase redevelopment of Dubuque's Comiskey Park. Phase 1 is complete and has been transformational to the neighborhood, and Phase 2 will complete the project in 2026-27. It is a gamechanger. This funding is critical to the efforts where every person, no matter your zip code, can access quality parks and green spaces.

REQUESTED ACTION

Pass the Outdoors for all Act which could codify the Outdoor Recreation Legacy Partnership Program into law. Increase the overall funding of LWCF and support Land and Water Conservation Fund (LWCF) state assistance program receives 40% of LWCF funding as projects are more expensive every year.

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES

a. COMBINED COMMUNICATION CENTER

The need for a combined 911 Communications Center and Emergency Operations Center (EOC) has been brought to the forefront of the public safety committee after multiple recent events. The current communications center is undersized for the needs of our increased population and calls for service. The center is unable to expand to meet the increasing demands of the emergency calls and for future technologies. The recent disasters that occurred in Dubuque County and the State of Iowa brought the need for a dedicated emergency operations center to the forefront. The city and county now use the classroom areas of the Dubuque County Firefighters Training Center which is converted as needed to an EOC operation. An extended flooding event along the Mississippi River or any other long-term disaster would tax the resources of the city and county and the current set up would hamper our response to disasters. We are experiencing more major weather events and disasters, and we have received eight presidential disaster declarations in the past 18 years. With the recent Pandemic, the Communications Center had to spit into two rooms because there was not enough room for the dispatchers to be socially distant from one another due to the small size of the Center. Several call takers had to be moved to another room which caused a slowdown in response times due to not being in the same room. The City's 911 center needs to have room available for expansion. A dedicated EOC will allow local government the ability to enhance response and recovery operations following an event it would also assist us in preparing for planned events that overtax our response capabilities.

REQUESTED ACTION

Assist the City of Dubuque and Dubuque County in identifying funding support for a combined 911 Center/EOC estimated to cost $16-$19 million dollars.

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS

In weighing opportunities for future expansion of fire units, the City must support vital federal programs like the Assistance to Firefighters (AFG) grant program. This program can help the City as it seeks to expand firefighter and paramedic numbers in the future.

REQUESTED ACTION

Support federal efforts to maintain and expand the Assistance to Firefighters (AFG) grant program, including the Staffing for Adequate Fire and Emergency Response program.

c. FIRE STATION CONSTRUCTION GRANTS

Fire Station Construction Grants Act authorizes $1 billion in fire station construction grants to be administered by FEMA. Specifically, it directs FEMA to establish a grant program to modify, upgrade, and construct fire and EMS department facilities. These grants can be used for:

- Building, rebuilding, or renovating fire and EMS department facilities;
- Upgrading existing facilities to install exhaust emission control systems;
- Installing backup power systems;
- Upgrading or replacing environmental control systems, such as HVAC systems;
- Removing or remediating mold;
- Constructing or modifying living quarters for use by personnel; and

- Upgrading fire and EMS stations or building new stations to meet modern building codes and standards as set by the National Fire Protection Association and International Code Council.

  REQUESTED ACTION
  Support all congressional efforts to introduce and pass the Fire Station Construction Grants Act to provide funds to the City for the purpose of building new fire and EMS facilities.

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM

The U.S. Department of Justice's (DOJ) Community Relations Services (CRS) office is the only federal agency dedicated to working with community groups to resolve conflict and prevent hate crimes. DOJ CRS provides facilitation, mediation, training, and consultation services to improve communities' abilities to problem solve and build capacity. New resources are necessary to rebuild trust between local police departments and the communities they serve. CRS could launch a mini-grant program (up to $20,000 per community) to support facilitated discussions among police departments, civic groups and institutions, and residents, seeking to foster community policing approaches and address ~~racial injustice concerns~~barriers to trust across groups.

REQUESTED ACTION
Expand the DOJ's Community Relations Services program to $30 million annually.

9. HOUSING

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The City of Dubuque relies on CDBG money to fund many of its vital programs. Projects that are at least partially funded by CDBG include rehabilitation of rental and owner-occupied housing, lead paint hazard abatement, commercial and industrial building rehabilitation and economic development, childcare referral services, credit repair programs, to support operations of several non-profits providing direct services to income-eligible individuals and families, as part of the community development/neighborhood strategy program. CDBG can be used to further weatherization ~~efforts, alternative energy~~ efforts, and other initiatives proposed as separate increases in the budget. Preparing additional rules and regulation for new programs, when the outcomes can be met in existing programs causes duplicative administrative efforts and required funding for those duplicated efforts. Focusing on programs that are established and produce stated outcomes will help decrease the overall budget of the United States.

The CDBG formula funding has never been adjusted for inflation (since the inception of the program in 1974), even though construction costs, wages, and other program costs have escalated sharply in the past four decades. Continued funding of CDBG is needed to provide the flexibility for communities to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects.

~~At this time~~In the FY26 Senate Appropriations Bill, Community Development Block Grant (CDBG) is funded at $3.~~3~~1 billion (decreased from $3.~~47~~3 billion, or 6%, in the prior year). CDBG resources create economic opportunity, suitable living environments, and provide decent housing. Nearly ~~½~~half of the households in the City of Dubuque are considered at or below moderate income by HUD's standards, meaning CDBG resources impact a significant number of our local community members. We strongly encourage the consideration to increase CDBG funding in FY ~~2024~~2026.

REQUESTED ACTION

The City of Dubuque asks our congressional members to support the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and urge you to appropriate $3.3 billion in formula funding for the program in FY ~~2024~~2026. CDBG has been critical in meeting the public improvement, public services, economic development, and affordable housing needs in our community. ~~Further, there is great opportunity for this program to support the funding needs of the USEPA Lead and Copper Rule and assist with the replacement or rehabilitation of lead water service lines.~~ The City of Dubuque also requests increased funding for the administration of the federal Housing Choice Voucher Program.

b. MOBILE HOME COMMUNITY PROTECTIONS

Legislation related to mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. However, the laws both in Iowa ~~laws~~and other states have not been updated to reflect this important and highly consequential change. Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy. Mobile home communities can be a viable choice in Iowa's efforts to create affordable housing opportunities across the state. Therefore, review and reform of current law is vital.

REQUESTED ACTION

- ~~Support the Federal Trade Commission's proposed rulemaking to promulgate a trade regulation rule entitled "Rule on Unfair or Deceptive Fees," which would prohibit unfair or deceptive practices relating to fees for goods or services, specifically, misrepresenting the total costs of goods and services by omitting mandatory fees from advertised prices and misrepresenting the nature and purpose of fees. The Commission finds these unfair or deceptive practices relating to fees to be prevalent based on prior enforcement, the comments it received in response to an advance notice of proposed rulemaking, and other information discussed in this proposal. Document: 88 FR 77420, 77420-77485 (66 pages) as part of 16 CFR 464.~~

- ~~Support passage of the introduced bicameral legislation by U.S. Senators Catherine Cortez Masto (D-Nev.), Jeanne Shaheen (D-N.H.), Tina Smith (D-Minn.), and Jon Tester (D-Mont.) , and Representative Suzanne Bonamici (D-Ore.-01) to help preserve and revitalize manufactured housing communities by making the PRICE program permanent, providing funding for home improvements and neighborhood upgrades for thousands of Americans each year.~~

Support Senate Appropriations proposed funding level of $10 million for competitive PRICE grants.

c. AFFORDABLE HOUSING AND HOMELESSNESS

Homelessness is increasing across the nation due to increased untreated mental health issues, lack of affordable housing, and inflation. Eviction rates in the City of Dubuque are increasing due to the lack of ability to pay rent. Rents are increasing faster than the cost of living due to a low vacancy rate, which is seen across the nation due to a shortage of housing units.

The significant changes proposed by the President's requested FY26 budget would consolidate many of the funding streams under the Homelessness Assistance Grants into one ESG block grant, and would eliminate Continuum of Care funding, which is necessary for permanent supportive housing and rapid rehousing by some of our nation's most vulnerable populations.

REQUESTED ACTION

- Support a minimum of $~~2.1~~4.5 billion for HUD's homeless assistance grants, including at least $~~250~~290 million for the Emergency Solutions Grant program. Reject the consolidation of grant streams under HAG funding; support the Continuum of Care program at $4 billion.

- Support funding of the National Housing Trust Fund and support a direct allocation to local governments once the funds reach $1 billion.

d. ANCHOR INSTITUTIONS

ANCHOR institutions, including hospitals and healthcare systems, colleges, universities, and cultural institutions, are driving economic development, job creation, and private investments in the struggling communities they serve. Over the past decade, a national ecosystem of professional associations, foundations, networks, and consultants has evolved to develop and implement anchor institution-centered approaches to produce targeted community benefits. With this national network of resources in place, federal investment could play a key role in catalyzing and supporting the power of anchor institutions to create vibrant communities. America's cities and towns call for the creation of a new Anchoring Neighborhoods, Communities & Housing to Opportunities for Revitalization (ANCHOR) Institutions Initiative at HUD that would provide $250,000 strategic planning grants to communities to boost economic

development and revitalization in neighborhoods through collaboration with key local anchors. These HUD ANCHOR grants would support a local plan and/or pilot program that aligns shared interests and leverages partners' respective strengths to promote improvement in key impact areas: affordable housing, , educational ~~equity~~fair access, health and wellness, safe and accessible neighborhoods, healthy nutrition, and workforce development.

REQUESTED ACTION

Create a HUD "ANCHOR Institutions Initiative" $25 million annually.

e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023

The HELPER Act (~~*S. 1514 / H.R. 3170*~~*S. 1514 / H.R. 3170*) seeks to amend the National Housing Act to create a tailored mortgage insurance program for first responders and teachers. ~~Senator Marco Rubio (R-FL) introduced the bipartisan bill in the Senate, and it is co-sponsored by Senators Jon Ossoff (D-GA), Sherrod Brown (D-OH), Raphael G. Warnock (D-GA), Robert Menendez (D-NJ), Catherine Cortez Masto (D-NV), Richard Blumenthal (D-CT), Rick Scott (R-FL]), Tammy Baldwin (D-WI) and Robert Casey Jr. (D-PA). In the House of Representatives, the bill was introduced by Representatives John Rutherford (FL-04), Al Lawson (FL-05), John Katko (NY-24) and Bonnie Watson Coleman (NJ-12), and it enjoys support from 68 bipartisan co-sponsors.~~ The HELPER Act aims to provide favorable mortgage terms and conditions for eligible first responders, including law enforcement officers, firefighters, paramedics, emergency medical technicians (EMTs) and teachers. By establishing a dedicated mortgage insurance program, the bill eliminates the traditional mortgage down payment requirement and monthly mortgage insurance premiums, which can be substantial barriers to homeownership.

REQUESTED ACTION

~~Support passage of the *HELPER Act (S. 1514 / H.R. 3170)*~~

Support passage of the *HELPER Act S. 978 | HR 2094*

10. ECONOMIC DEVELOPMENT

a. EDA GRANT PROGRAMS

Over the past five years, the U.S. Economic Development Administration (EDA) has dramatically expanded its role in supporting local and regional economic resilience. Since 2019, EDA has invested more than **$6 billion** across **3,000+ projects** nationwide, targeting communities facing economic distress, industry disruptions, disasters, and recovery needs. These investments have helped **create or retain over 550,000 jobs** and have leveraged more than **$67 billion in private investment**, demonstrating EDA's ability to unlock substantial non-federal capital for infrastructure, workforce, entrepreneurship, and innovation initiatives.

EDA funding remains highly competitive and consistently oversubscribed, even as communities face increasing costs for job-creating infrastructure, industrial site readiness, technology adoption, and workforce training. Recent federal emphasis on advanced manufacturing and innovation underscores EDA's growing importance as a catalyst for local economic competitiveness.

REQUESTED ACTION

~~The Economic Development Administration's (EDA) grant programs, which are targeted to Census tracts and regions with economic distress, areas impacted by company closures, energy sector disruptions or major disasters, and federal Opportunity Zones, provide matching funding for public infrastructure, workforce development, entrepreneurship, and economic development projects to leverage private sector investment and create jobs. Between FY2012-FY2018, EDA invested over $1.9 billion in 4,710 economic development projects, leveraging $15 in private investment plus 1-to-1 local match for every dollar in EDA funding. A look at 11 years of investments shows that EDA-supported projects generated over 622,000 jobs and $35 billion in wages and salaries. EDA is funded at approximately $320 million per year, and Congress provided an additional $1.5 billion to EDA in the CARES Act to support economic development projects to respond to the COVID downturn. These resources are highly oversubscribed, forcing the EDA to turn down many meritorious projects. As the nation seeks to rebuild from the COVID crisis and support business investment and innovation.~~

The City respectfully requests that Congress **increase annual EDA appropriations** and maintain strong support for programs that fund industrial sites, workforce facilities, innovation infrastructure, and community revitalization. Additional capacity in these programs would allow cities like ours to compete more effectively for transformational projects and accelerate private-sector investment that strengthens local economies.

~~REQUESTED ACTION~~

~~Boost, broaden, and expedite the review of EDA grants to $500 million annually Congress should increase annual grant funding to EDA. EDA should also consider new sectors such as tourism, outdoor recreation, and health as additional program priorities and expedite the processing of grant applications to be more reactive to critical funding needs.~~

b. FEDERAL HISTORIC TAX CREDITS

The Federal Rehabilitation Tax Credit is the nation's largest federal incentive promoting urban and rural revitalization through private investment in reusing historic buildings. The credit encourages reinvestment in downtowns, generates jobs, and is instrumental in preserving the historic places that give cities, towns, and rural areas their unique character. For every one dollar invested through the Federal Historic Preservation tax credit, five dollars are leveraged from the private sector. The credit is not paid until all the restoration work is complete and approved by the US Department of Interior. Dubuque has seen total

improvements valued at $~~825 million~~925million since 1985 in the downtown~~, on~~ /Main Street ~~and on the riverfront~~.

The City of Dubuque strongly supports the continuation and expansion of the Federal Historic Tax Credit (HTC), recognizing its transformative impact on revitalizing historic communities and driving economic development. As a city deeply committed to preservation, we align with the advocacy efforts of the National Trust Community Investment Corporation and the National Trust for Historic Preservation in emphasizing the HTC's role as a vital tool for fostering public-private partnerships and enhancing the unique character of our neighborhoods. Historic rehabilitation projects supported by the HTC have catalyzed investment in Dubuque, creating jobs, attracting tourism, and maintaining the integrity of our historic architecture. With the 119th Congress poised to address significant tax policy reforms, we urge lawmakers to protect and improve the HTC, ensuring it remains a strong driver of community revitalization nationwide. Dubuque stands ready to collaborate with national preservation organizations, the Historic Tax Credit Coalition, and advocates nationwide to ensure robust congressional support for this critical program.

Of note: The Historic Tax Credit Coalition is working on a legislative proposal to eliminate the basis reduction requirement for the Historic Tax Credit in its entirety. Experts estimate that making this change would almost entirely make up for the lost value from the new requirement that the credit be taken over five years.

> *REQUESTED ACTION*
> We urge you to support the HTC-GO and companion legislation, which will make redevelopment projects more financially feasible and unlock substantial private investment that strengthens Dubuque's historic districts and drives long-term economic growth.

c. NEW MARKET TAX CREDIT PROGRAM

The New Markets Tax Credit (NMTC) program ~~provides~~remains a ~~potential~~valuable financing tool for major economic development projects in Dubuque, including the Historic Millwork District ~~restoration and revitalization~~ and the Dubuque Pack site redevelopment. ~~Unfortunately,~~With the program ~~has not benefited rural states and~~ now permanently authorized under HR 1-2025, communities ~~in the same manner it has benefited larger metro centers. Expanding and streamlining the program and helping to ensure it is accessible to~~ can plan projects with greater long-term certainty. However, rural states and smaller communities ~~in~~ continue to face challenges accessing NMTC allocations at the same rate as larger metropolitan areas. Enhancing rural ~~states~~access and encouraging more equitable allocation practices would strengthen Dubuque's ability to leverage the program for transformational projects.

While~~benefit~~ the ~~City of Dubuque and its partners in the private sector.~~

~~Additionally, the~~ NMTC's flexibility ~~of the program~~ is ~~desirable, but~~an advantage, its ~~accompanying~~ complexity ~~increases~~still drives up legal, accounting, and Community Development Entity (CDE) ~~fees since each project is unique and thus requires extensive planning and oversight to achieve and maintain program compliance. These increased fees reduce the amount of~~costs, which can significantly reduce the net equity available ~~for the project, often rather significantly. Finding ways to streamline the program~~to a project. Streamlining compliance and reducing transaction costs would ~~benefit projects and communities~~ improve

the program's effectiveness—particularly for smaller or mid-sized projects typical in rural regions—and ensure that ~~make use of this funding tool~~more of the incentive directly supports community revitalization.

REQUESTED ACTION

We ask our federal delegation to support reforms that increase access to NMTC allocations, reduce transaction costs, and ensure that the program more effectively supports mid-sized community redevelopment projects such as those underway in Dubuque.

~~*REQUESTED ACTION*~~

~~Continued support of this important program for urban revitalization and support any opportunities to simplify the program for the end user.~~

d. CHILDCARE

Access to quality affordable childcare supports our economy by allowing parents to participate fully in the workforce. According to the U.S. Bureau of Labor Statistics, ~~67~~70% of children under the age of 6 in the United States have all available parents in the workforce, and ~~60~~55% of children under the age of 5 participated in regular weekly care arrangements prior to COVID-19. More recently, especially post-pandemic, a substantial share of parents report *no formal child-care arrangement at all*. In a 2022–2023 survey, 35% of parents with children under 5 said they had no childcare arrangement.

In general, today's childcare model is not sustainable for either the parent or the childcare provider – the cost is too high for parents to afford compared to their wages, and simultaneously the wages for the childcare providers are too low to attract and retain quality employees. Creating supports for both parents and childcare providers bolsters our workforce and helps our employers retain employees with children. COVID-19 has exacerbated this issue.

REQUESTED ACTION

- Increase the ~~amount of~~allowable pretax ~~dollars that families can place in~~ contribution limit for employer-sponsored ~~dependent care assistance plans~~Dependent Care Assistance Plans (DCAPs~~), therefore providing~~) so families ~~with more options~~have greater flexibility and financial ~~tools~~capacity to keep ~~up~~pace with rising childcare costs~~."~~

- ~~Develop legislation/programs to support~~.. The current federal limit — **$5,000 per household per year** — has not increased in decades and is far below the actual annual cost of childcare in most states (often $10,000–$18,000 for infants).

- Support ~~wages and benefits for childcare providers, including~~legislation and increased ~~funding for Childcare~~federal appropriations—particularly through the Child Care and Development Block ~~Grants~~Grant (CCDBG~~).~~)—that raise wages and expand benefits for childcare providers to stabilize and grow the childcare workforce.

e. EPA BROWNFIELDS PROGRAM

The U.S. Environmental Protection Agency's ~~(EPA) Brownfield~~Brownfields & Land Revitalization program ~~has been~~ — first established in the mid-1990s and reauthorized under the Brownfields Utilization, Investment, and Local Development (BUILD) Act — continues to serve as a bipartisan success~~ for 25+ years, created by President Bill Clinton, authorized with the signature of President George W. Bush, and improved through the BUILD Act enacted by Congress and signed by President Donald Trump in 2018. This EPA~~. The program provides grants and technical assistance to support environmental ~~investigations~~assessments, cleanup, reuse planning, job training and ~~workforce development~~community engagement to ~~revitalize~~help transform closed factories, abandoned gas stations~~,~~ and other contaminated ~~sites. To date~~ or under-utilized properties into productive community assets. As of fiscal year 2025, the program has supported the assessment of 41,871 properties, cleanup of 2,969 properties, and preparation of 175,385 acres for anticipated reuse. According to EPA, these efforts have helped leverage ~~180,200 jobs, leveraged $35~~approximately $44 billion in combined public and private investment~~, cleaned up 2,261 properties, and helped make 144,000+ acres ready for reuse. EPA provides approximately $80~~ and supported about 226,567 jobs. In May 2025, EPA awarded $267 million ~~annually~~ in ~~brownfield~~Brownfields grants~~, but~~ nationwide — the largest single round of funding to date — signaling a major expansion in capacity. Nevertheless, demand still outpaces supply: many ~~highly ranked~~well-scored applications do not receive full funding.

REQUESTED ACTION

Congress should permanently ~~fund~~reauthorize the EPA ~~brownfield program~~Brownfields Program at ~~its 2017~~or above the historical authorized level ~~of $~~($250 million annually~~, and focus on~~ or more), and ensure that subsequent appropriations reflect that authorization. Bolstered by recent infusion of funding under the Bipartisan Infrastructure Law, long-term stable funding would support brownfields cleanup and reuse, spur economic recovery~~,~~ and resiliency, and advance renewable energy~~, and~~ deployment, greenspace~~.~~

~~f. "BUILD BACK PLANNING GRANT" PROGRAM~~

~~In 2020, cities and counties across the nation faced unprecedented economic instability, social unrest, public health challenges, and climate impacts, with vulnerable populations bearing the brunt. The year 2021 will mark the start of local efforts to build back. However, COVID-19 and its resulting impacts are likely to have long-term effects on how communities operate. Communities~~

must reconsider key issues for progress such as the relationships between housing, mobility, urban space, digital infrastructure, and public health. Federal agencies must work together to help localities develop forward- looking plans that support their evolution to the "next normal." Furthermore, planning efforts should ensure that America's most vulnerable populations (*e.g.*, minorities, working families, low-income households) are central in local recovery strategies. Community wealth building approaches must be implemented to produce broadly shared economic prosperity, racial equity, and environmental sustainability. An interagency task force, including the White House Office of Intergovernmental Affairs, EPA, the U.S. Department of Housing creation, and Urban Development (HUD), the U.S. Department of Transportation (DOT), the U.S. Department of Agriculture (USDA), the U.S. Department of Health and Human Service (HHS), and other federal agencies, should launch a Build Back Planning program, modeled after the successful joint HUD-EPA-DOT "Interagency Partnership for Sustainable Development" launched by the Obama-Biden Administration in 2009, and its Sustainable Communities Challenge Initiative grant program. The Build Back Planning Grants would provide at least 50 pilot grants of $500,000 each to align federal resources behind local efforts to chart their post-COVID future and provide opportunities for low-income and minority Americans to build wealthequitable redevelopment.

f*REQUESTED ACTION*
Establish a new intergovernmental agency "Build Back Planning Grant" program $25 million annually.

g. ARTS & CULTURE

Arts, culture, the creative economy, and related educational opportunities are powerful forces in our nation's economy. The sector drives tourism and arts-related commerce supports American workers – from graphic and software designers to scholars, architects, artists, performers, and curators - while inspiring our communities in entrepreneurial efforts. Arts and culture institutions and programs allow Americans to dream of fresh possibilities and to expand their horizons as thinkers and citizens in a world of complex ideas and technologies, as well as to contribute to the cultural legacy of the nation. Access to creativity, the arts, and cultural expression is an inherent good; it also can awaken the potential for a better quality of life and advances efforts to preserve and give voice to diverse cultures. Engagement with the arts and cultural experiences allows Americans to fully realize their creative and imaginative potential rooted in cultural heritage as individuals and as communities. This area of legislative consideration also includes funding and support for nationwide humanities work through federal organizations such as the National Endowment for the Humanities (NEH) which supports the research, education, preservation, and public programs in the humanities.

- In 20222023, the arts, culture, and creative economy generated over $1.12 trillion in economic activity, representing 4.32% of the GDP.-In 20222024, non-profit arts and culture organizations and their audiences generated $151.7 billion in economic activity -$73.3 billion in spending by the, which leveraged an additional $78.4 billion in event-related expenditures by their audiences.

- The United States has exported more arts and cultural goods and services than it imported since 2006, including during the Great Recession. The US arts and culture trade surplus increased from $1521.5 billion to $2136.8 billion between 20212022 and 20222023.

- The arts and culture sector supported ~~2.6~~5.4 million jobs in 2023. In 2022 arts and culture provided $101 billion in personal income to residents and generated $29.1 billion in tax revenue to local, state, and federal governments.

- The NEH budget serves as a significant leveraging tool that has helped create an entire industry of locally based small business and jobs that cannot be outsourced. The NEH estimates that its ~~2024~~2025 investment in grantees will include $~~110.7~~9.55 million in support of projects in the humanities ~~and $78.25 million in awards to NEH's partners~~.

- ~~$1 of NEA direct funding leveraging up to $9 in private and other public funds resulting in $500 million in matching support.~~

- The National Endowment for the Arts awarded funds to 1,474 organizations totaling $36.79million to support the arts in all 50 states, Puerto Rico, and Washington DC. A significant percentage of NEA grants go to those who have fewer opportunities to participate in the arts. ~~42~~34% of Arts Endowment grants take place in high-poverty neighborhoods, ~~and 35% of grants reach~~reaching low-income audiences of underserved populations. The majority of grants go to small and medium sized organizations (with operating budgets of less than $~~2 million~~2million).

~~According to Americans for the Arts' reporting, financial losses as a result of COVID-19 for nonprofit arts and cultural organizations on a national level are an estimated $17.97 billion, as of July 2021. 99% of producing and presenting organizations cancelled events—a loss of $557 million admissions and $17.6 billion in audience spending at local businesses (e.g., restaurants, lodging, retail, parking). The total economic impact of organizational and audience-spending losses is $6.0 billion in lost government revenue and 1.03 million jobs no longer being supported. Arts organizations, artists, and the broader arts workforce are vital contributors to the nonprofit sector, are essential to the economy, vitality, and wellbeing of the communities they serve, and they must be supported by all forms of relief.~~

The Dubuque City Council prioritizes arts and culture, identifying access to diverse arts and culture experiences for all as one of eight 2037 goals. In 2015, the Arts & Culture Master Plan was commissioned and funded, with the resulting plan adopted in 2016. Since 2005, the City has provided over $5.04 million dollars in financial support to Dubuque arts and cultural organizations through direct grant programs that support operations and new projects and a rotating public art program. According to a 2022 Arts & Economic Impact Study conducted by Americans for the Arts, Dubuque's non-profit arts and culture sector in Dubuque generates $ 70.4 million in annual economic activity, supports 1,527 FTE jobs, generates $6.7 million in local and state tax revenues, and infuses $41.6 million in household incomes to local residents.

~~*REQUESTED ACTION*~~
REQUESTED ACTION

1. Support the administration's ~~FY24~~FY26 budget request of $~~215~~209. million for the National Endowment for the Arts (NEA).

2. Support the administration's ~~FY24 increased funding~~FY26 budget request of $~~4~~209 million for the National Endowment for the Humanities (NEH).

~~3. Support funding for the Corporation for Public Broadcasting (CPB) at or above FY23 levels.~~

4.3. Support the administration's ~~FY24 increased funding~~FY26 budget request of $~~55.5~~294.8 million for the Institute of Museum and Library Sciences (IMLS~~).~~) within the Labor, Health and Education appropriations bill.

5.4. Support ~~increased~~continued investment in the Elementary and Secondary Education Act (ESSA) and its Assistance for Arts Education (AAE) program.

6.5. ~~Fully fund~~Continue funding the FY24 $2.2 billion Student Support and Academic Enrichment Grants provisions of ESSA under Title IV, Part A, as well as to make explicit the opportunity for the arts to help achieve the equitable access objectives of Title I and the professional development opportunities for arts educators under Title II.

~~7. Provide at least $4 million to the Institute of Education Sciences Fast Response Survey System in Arts Education study and to restore and appropriately fund the arts in the National Assessment of Educational Progress (NAEP).~~

8.6. Support the Artist-Museum Partnership Act (H.R.1793) which would allow ~~artist~~artists to take income tax deductions for the fair market value of their work when they donate it to charitable collecting institutions and enact S.618/H.R. 1704 and pass the Legacy IRA Act (S.243) to expand and strengthen charitable giving to the nonprofit arts sector.

9.7. Support inclusion and investment in arts in health programs such as the National Initiative for Arts and Health Across the Military led by Americans for the Arts.

10.8. Support the collection of federal creative economy legislation under consideration. Through public policy, these seven bills can collectively achieve a stronger creative sector, which would drive economic growth and social cohesion, ensuring a better and more creative life for all:

a. **CREATIVE:** Bill number: H.R. ~~9175~~2485, sponsored by Congresswoman Suzanne Bonamici (OR-01) -- The ~~CREATIVE~~Arts Education for All Act ~~expands the National Endowment for the Arts' (NEA) grantmaking capabilities by providing necessary funding to local~~supports and encourages arts ~~agencies, nonprofit arts organizations, and other arts related institutions. Further, the bill provides funding to underserved~~education and ~~rural populations by reserving a percentage of NEA grant funding~~programming for ~~those respective communities.~~youth and adults in early learning centers, K-12 schools, and juvenile justice facilities by clarifying that certain federal programs may support arts education, and requiring states to make a plan to increase access to ats education programs in K-12 schools and juvenile justice facilities..

b. **PLACE:** Bill numbers: HR 6569 / S.3560**, s**ponsored: Sen. ~~Brian Schatz~~Edward Markey (D-~~HI), Rep. Chellie Pingree~~MA), Richard Blumenthal (D-~~ME --~~CT), Cory Booker (D-NJ), and Jeff Merkley (D-OR)- The Promoting Local Arts and Creative Economy Workforce Act (PLACE Act) bolsters local creative economies and workers in creative industries. It amends existing legislation to include the arts, creates new creative economy grants, and directs funding for creative businesses.

c. **CREATE:** Bill numbers: HR 6381 / S.~~3521~~3759 , sponsors: Sen. Brian Schatz (D-HI~~), Sen.~~) John Cornyn (R-TX~~), Rep. Debbi Dingell (D-MI) -- The bi-partisan~~) Comprehensive Resources for Entrepreneurs in the Arts to Transform the Economy Act (CREATE Act) aligns policy to serve those that make our creative economy prosper. It expands SBA and EDA loan programs and integrates creative work into support programs.

~~d. **CERA:** Bill numbers: HR 5019 / S. 2858, sponsors: Rep. Teresa Leger Fernández (D-NM), Rep. Jay Obernolte (R-CA), Sen. Ben Luján (D-NM) -- The Creative Economy Revitalization Act (CERA), a bi-partisan workforce bill, authorizes $300m in grants to pay local creative workers through public creative projects like festivals, performances, public art, narrative gathering from first responders and marginalized communities, and arts education work.~~

~~c.~~d. **PATPA:** Bill numbers: HR ~~4750~~721 / S. ~~2872~~1121, sponsors: ~~Rep. Judy Chu (D-CA), Rep. Vern Buchanan (R-FL),~~ . Sen. ~~Mark Warner (D-VA), Sen. Bill Hagerty (R-TN) --~~Thom Tillis (R-NC) , Jeanne Shaheen (D-NH)-- The Performing Arts Tax Parity Act (PATPA), a bi-partisan bill in both the House and the Senate, updates the Qualified Performing Artist tax deduction, modernizing a provision that has been on the books since it was signed into law in the 1980's so that middle-class arts workers can deduct common business expenses.

~~11. Incentivize businesses and local/state governments to put creative workers to work by funding creative jobs, fellowships, residencies and commissions in Federal Departments; invest in arts in K-12, higher, and out-of-school education; pass the WORK Now Act (S.740).~~

~~12.~~9. Support legislation to invest in the country's creative economy and promote economic inclusion; to recognize artists, entrepreneurs, and nonprofit arts organizations as contributors to the small business community; improve and revitalize rural, remote, and underserved areas; and support the creative economy through federal programs and actions. Direct the SBA and other agencies to ensure existing economic development programs and tools encompass the creative economy; ensure inclusion of creative fields in vocational education and training supports; increase comprehensive measurement of the impact of the creative economy on the overall US economy.

~~13.~~10. Support legislation and programs that improve the health and well-being of the military and veterans' populations through the arts.

11. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

For over 20 years, local public health agencies have been creating, refining, updating, and utilizing their Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, Cyclospora, E. coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we had conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short-term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics~~, climate,~~ and weather-related emergencies etc. in a timely and effective manner.

REQUESTED ACTION

1. Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. A robust national disease data collection and analysis system is needed to prepare for future, outbreaks, epidemics and pandemics.
2. ARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their community Health Needs Assessments and Health Improvement Plans (CHNA/HIPs) and address the "social morbidities" of COVID that will be seen for years if not generations to come.
3. Strengthen the Public Health Workforce through increased funding for state and local public health infrastructure. Specifically, by supporting incentives to diversify the public health workforce and increase public health and healthcare training and loan forgiveness programs
4. Support the creation of a $4.5 billion mandatory fund for core public health infrastructure activities at the CDC and state, local, tribal and territorial public health departments. The Public Health Infrastructure Saves Lives Act would establish this funding to support essential activities such as: disease surveillance, epidemiology, laboratory capacity, all-hazards preparedness and response; policy development and support; communications; community partnership development; and organizational competencies. A reliable, long-term funding stream for these activities is essential for anticipating and responding to future public health emergencies like the COVID-19 pandemic.

b. ~~ACCESS TO HEATLH CARE- CRESCENT COMMUNITY HEALTH CENTER~~LEAD POISONING PREVENTION

In 2025, significant cuts were enacted for the CDC's Childhood Lead Poisoning Prevention Program (CLPPP), including eliminating most of the program's staff and potentially cutting its $51 million annual funding, which halted state assistance for surveillance, testing, and prevention efforts for lead exposure in children, creating major concerns for local health departments. The City of Dubuque receives some of this funding from Iowa Health and Human Services (HHS) to conduct lead poisoning prevention and case management

of lead poisoned children activities. Local health departments rely on the states' ability to compile, track and analyze data, providing epidemiology expertise on a state and local level.

REQUESTED ACTION
Restore CDC Lead Poisoning Prevention Funding in the National Center for Environmental Health to continue funds to states, keep CDC health tracking programs, and restore lead poisoning expertise at the CDC.

c. LEAD IN DRINKING WATER

The EPA's new Lead and Copper Rule Improvements (LCRI) rule mandates that all states develop plans to replace all lead service lines within a decade, with some flexibility for states with extensive infrastructure. Federal funding is crucial for municipalities to comply with these regulations. Additional costs for Lead Service Line Replacement (LSLR) under the EPA's Lead and Copper Rule Improvements (LCRI) stem from the mandated full replacement (utility & private side), potentially increasing average costs to $10,000-$14,000 per line, plus expenses for sampling, inventory, corrosion control, filters, and public education, totaling billions annually, though federal funds (BIL) and utility strategies aim to offset homeowner burdens and find efficiencies.

REQUESTED ACTION
Provide adequate funding to states and local municipalities to remove and replace lead service lines.

d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING

Community Health Centers (~~CHC's~~CHCs) across the country have consistently demonstrated the value of the care they provide. Community Health Centers are an affordable and accessible source of primary and preventive health care for ~~nearly 29~~over 52 million underserved individuals nationwide, including 253,000 here in Iowa. In ~~2022~~2025, Crescent served ~~8,216~~well over 12,000 patients for ~~a total of 29,177 patient visits seeking~~ medical, dental and behavioral health care~~.~~, with the total showing no signs of decreasing. CHC's provide targeted investments to boost services and enhance the primary care workforce.

One of the largest factors limiting a Community Health Center's ability to provide patients quality care is recruiting and retaining quality providers. Long-term and Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurses, hygienists, and other support staff.

The National Health Services Corps (NHSC) loan repayment and scholar programs are essential recruitment tools for CHC's and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs. Additionally, the Teaching Health Center Graduate Medical Education (THCGME) program trains the future safety net workforce by directly embedding residents within CHCs. CHCs need approximately $20.65 billion annually in CHC and primary care workforce funding to meet patient demand and continue delivering high-quality, affordable care.

REQUESTED ACTION

We urge leaders in both chambers to work together to pass critical, multi-year extension for CHC mandatory funding at the maximal funding level. We also urge passage of an appropriations package that protects Community Health Center funding.

Federal grant funding for the Health Center program ~~currently comes from two sources:~~ needs reauthorization. Requested funding levels include:

~~a. $1.7 billion in annual discretionary appropriations and~~

~~$4.0~~

- At least $5.8 billion ~~in the Community Health Centers Fund (CHCF).~~annually for CHCs for two years
- $950 million annually for the National Health Service Corps (NHSC)
- $2.1 billion over five years for the Teaching Health Center Graduate Medical Education (THCGME) program I

e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS

The 340B Drug Pricing Program is an essential source of support for Community Health Centers, allowing them to stretch increasingly scarce federal resources and reinvest in patient care. The program allows ~~health centers~~CHCs to purchase outpatient drugs at significantly reduced costs. ~~Health centers pass~~CHCs then use resources from the ~~savings on to their patients through reduced drug prices and invest additional savings~~ program to expand healthcare services, help patients access affordable prescription drugs, and improve health outcomes. The ~~340b~~340B program is not funded by taxpayers~~. Drug manufacturers are required to participate if they are~~ , and in ~~the~~ Iowa, resources generated from Medicaid ~~Drug Rebate Program. Community Health Centers, including Crescent, utilize 5% of the entire 340b program to provide additional services and support to~~ patients~~, including clinical pharmacy, care coordination and lower prescription drug costs.~~ directly impact the state's budget as Iowa Medicaid retains resources from these patients.

- ~~NHSC loan repayment and scholar programs are essential recruitment tools for community Health Centers and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs.~~
- ~~The Affordable Care Act allows millions of Americans expanded healthcare coverage, including coverage of preventative care, a prohibition on discriminating against people with pre-existing conditions, an extension of dependent coverage for adult children up to age 26 and progress in closing the Medicare prescription drug coverage gap.~~

~~*REQUESTED ACTION*~~

1. ~~We ask that Congress act to ensure the future of the National Health Service Corps. Continue funding for the National Health Service Corps and the Teaching Health Centers Graduate Medical Education programs, both of which support the primary care workforce necessary to serve underserved communities with high-quality integrated care AND consider expanding it to other health care professions i.e., nursing, and those working with special populations.~~
2. ~~Continue support ensuring access to the 340B program to sustain community health center's essential model of care, providing enhanced services to patients~~
3. ~~Uphold the Affordable Care Act and expand access to health coverage and services. Support for the Prevention and Public Health Fund, the mandatory fund for public health and prevention activities created by the ACA~~

c. CLIMATE CHANGE & HEALTH

Climate change and rising temperatures expose more Americans to conditions that result in illness and death due to respiratory illness, heat-related stress, vector-borne disease, wildfires, and extreme weather events. Climate change raises temperatures and makes ozone pollution worse, triggering asthma attacks and permanently damaging and reducing lung function and causing or affecting newly emerging infectious diseases. These maladies fall most heavily on our most vulnerable communities including children, seniors, low-income communities, some communities of color and those with chronic disease.

Efforts to address climate change and reduce greenhouse gases should maximize benefits to health and ensure pollution is cleaned up in all communities, including those near polluting sources that have historically borne a disproportionate burden from air pollution.

Protecting the 340B Program ensures patients have access to affordable, often life-saving prescription drugs and CHCs can reinvest resources from the program back into access. As one of the few programs that is proven to help patients access affordable prescription drugs, we need to safeguard the original intent of 340B.

REQUESTED ACTION

Increase funding to CDC's Climate and Health Program and support other efforts to address the negative public health impacts of climate change, including the Climate Change Health Protection and Promotion Act. This legislation would require the Department of Health and Human Services to develop a national strategic plan to address the health impacts of climate change and would enhance forecasting and modeling, track environmental and disease data and expand the science base to better understand the relationship between climate change and health outcomes. We strongly support both Congressional and agency action to address climate change by cleaning up major sources of pollution in the power, transportation and other sectors.

d. LEAD POISONING

The toxic legacy of lead still impacts over half a million American children under the age of six every year – causing irreversible damage and robbing them from reaching their full potential. In Iowa Exposure occurs through exposures from air, drinking water, food, contaminated soil, and deteriorating paint. An estimated 1.1 million housing units are among the most at-risk for causing childhood lead poisoning across the US. In Dubuque 42% of Housing was built prior to 1960, indicating a large portion of the housing stock contains lead hazards. Lead poisoning robs children of their ability to thrive and contribute. Young children are particularly vulnerable to lead poisoning because they absorb 4-5 times as much ingested lead as adults from a given source. Lead exposure changes the structure and function of children's developing brains, causing damage that cannot be repaired. Lead exposure leads to poorer academic performance, behavioral health problems and lifelong diminished opportunity.

Dubuque has made tremendous strides in lowering the incidence of lead poisoning by reducing lead paint hazards. However, with the revised Centers for Disease Control and Prevention (CDC) blood lead level of concern (5ug/dL), much more lead hazard reduction and remediation are needed, including addressing lead in water/lead service lines.

Protect access to the 340B Program to sustain community health centers' essential model of care, lower prescription drug costs for patients, and improve health outcomes.

Expanding Access to Comprehensive Care- behavioral health and dental services.

All Iowa CHCs currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare is particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHC remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms, and generate economic growth through expanded job opportunities, construction, etc.

REQUESTED ACTION

~~Support the Lead-Free Future Act of 2019, (HF 4416) a bill that will set standards and increase investment to support lead remediation in housing, drinking water, and soil in pre-1978 residential properties in communities across the country.~~

12. PLANNING

a. CLIMATE CHANGE

From disaster recovery and hazard mitigation efforts to reducing emissions from transportation and buildings, planners across the country are working hard to protect their communities from climate impacts. But to continue moving the needle on climate action at the local, state, and regional levels, planners need support from the federal level.

Federal policy plays an instrumental role in providing the tools, data, resources, and incentives to help plan for reducing emissions, decarbonizing transportation, bolstering community resiliency, and protecting people from natural hazards.

Appropriate funds for capital expenditures to support community health center infrastructure to expand access to care.

f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES

Telehealth services help address geographic, economic, transportation, and linguistic barriers to healthcare access while boosting staff retention and decreasing no-shows and missed appointments. Because CHCs are required to offer comprehensive services in areas of high need, including sparsely populated rural areas, CHCs are pioneering the use of telehealth to expand access to quality healthcare services, especially behavioral health services, to their over 31 million patients.

REQUESTED ACTION

Congressional action is needed to extend pandemic telehealth flexibilities to allow CHCs to bill Medicare for telehealth as a distant site and for audio-only under the PPS rate.

g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES

Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In 2023, more than 400,000 babies were born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.

H.R. 9049, introduced by Rep. Zach Nunn, would provide grants to states to assist with coordinated maternity care through maternal health homes for pregnant women on Medicaid, including community health centers. Research shows increased access to and utilization of maternity care can reduce instances of pregnancy-related complications, leading to better health outcomes and lower costs to the healthcare system overall.

REQUESTED ACTION

- Introduce legislation with incentives for locally led climate planning
- Establish program and funding guidance for PROTECT, and other transportation resilience and carbon emission programs created in the Bipartisan Infrastructure Law
- Incorporate climate planning in transportation regulations to hit greenhouse gas emission targets
- Fully implement Justice40 and environmental justice mapping initiatives across covered transportation, housing, and energy programs

~~b. ZONING REFORM~~

~~Planning-led zoning reform is key to tackling many of the nation's greatest challenges - especially the housing supply crisis. With the right federal support, zoning reform can increase housing choice, lower housing costs, bolster local economies, address inequities in our communities, and connect people to opportunity.~~Support legislation that aims to improve access to maternity care and improve outcomes.

12. PLANNING

a. HOUSING & ZONING REFORM

Communities across the nation are confronting the urgent challenges of housing supply shortages and outdated zoning regulations. With a national housing deficit of at least 3.9 million homes, federal leadership is essential to help localities expand housing options and choices that meet the diverse needs of residents. Planners urge Congress and the Administration to champion policies that strengthen local planning capacity, incentivize housing supply solutions, and modernize zoning frameworks to support attainable, equitable, and abundant housing for all.

Economic pressures—including high interest rates, inflation, workforce challenges, and limited housing inventory—underscore the need for immediate federal partnership in advancing locally driven reforms. By aligning federal programs and resources with community-led planning and zoning initiatives, Congress can help unlock development potential, improve economic mobility, and ensure that local governments have the tools necessary to address housing affordability and availability. Locally led zoning reform, supported by strategic federal engagement, is key to building resilient, inclusive, and economically vibrant communities nationwide.

~~While~~ ~~planners are leading local changes to zoning and working at the state level to enable reform, the federal government has a pivotal role to play in promoting reform by providing essential data, advancing legislation that removes barriers to more inclusive zoning, and strengthening the connection between zoning, housing, and infrastructure investments.~~

~~*REQUESTED ACTION*~~

- ~~Fund THUD's PRO Housing program for a second year~~
- ~~Pass legislation for PRO Housing based on the Housing Supply and Affordability Act to make the program more responsive to the housing supply needs of smaller communities.~~
- ~~Pass the bipartisan Yes in My Backyard Act to increase understanding of and accountability for regulatory barriers to affordable housing.~~
- ~~Pass the Build More Housing Near Transit Act to ensure federal agencies take housing and land use into account in evaluating infrastructure grant applications.~~
- ~~Pass the bipartisan Reducing Regulatory Barriers to Housing Act to make HUD a better policy partner for local zoning reform.~~
  - ~~Provide tools, financing, and resources to help communities with emerging and post-pandemic housing challenges, such as commercial to residential conversions, workforce housing, and missing middle housing production.~~
  - ~~Provide incentives and resources for local reform and capacity building to drive local and regional housing planning in our communities.~~

~~c. INFRASTRUCTURE~~

~~The recent Bipartisan Infrastructure Law (BIL) promises to invest in new and better planning that helps our communities improve safety, increase transportation options, advance equity, and tackle challenges associated with the climate crisis.~~

~~With strong regulatory action and guidance driving its implementation, Congress can deliver on the promise of BIL with planning programs and resources that not only enhance mobility and prosperity, but also advance long-term sustainability and equity.~~

REQUESTED ACTION

~~Ensure Bipartisan Infrastructure Law (BIL) programs include both clear rules and funding guidance. Ensure full funding for *Safe Streets for All* and other key BIL programs without annual guaranteed funding. Advance airport land use improvements and establish an urban air mobility framework that prioritizes local and regional planning through the Federal Aviation Administration renewal. Secure further guidance and technical assistance on local infrastructure design and deployment to make electric vehicles a more effective mobility solution.~~

- ~~d~~Provide funding for the Pathways to Removing Obstacles to Housing (PRO Housing) program
- Fund and finance adaptive reuse housing projects
- Modernize and expand the Low-Income Housing Tax Credit program
- Renew Opportunity Zones with an improved housing focus
- Fund vital federal housing tools, such as Community Development Block Grants, HOME, Choice Neighborhoods, vouchers, rural housing, and homelessness assistance.
- Improve federal housing finance programs for "missing middle," multifamily, and mixed-use housing

New funding and fiscal tools are important, but ultimately insufficient to meet the moment and support critical reforms alone. Congress should also act to provide policy research, models, and data; remove outdated and unnecessary regulatory barriers; support key code reforms; and align housing supply and planning with federal infrastructure, economic development, and energy initiatives. Needed policy actions include:

- Direct HUD, in coordination with DOT and other federal agencies, to expand efforts to provide frameworks, models, and analysis for local zoning, building code, and land use reforms
- Create new models for modular housing and remove outdated definitions that limit manufactured and modular housing
- Streamline environmental reviews for targeted housing projects and support state and local building code reforms
- Ensure policies in key existing housing and infrastructure programs meet today's needs and support a comprehensive approach to community growth and development
- Incorporate pro-housing policies and local reforms into transportation, infrastructure, and environmental programs

b. CERTIFIED LOCAL GOVERNMENT PROGRAM

The Certified Local Government (CLG) program was established as part of the National Historic Preservation Act of 1966 to create federal, state, and local governmental partnerships, provide historic preservation training and technical assistance, and encourage preservation and wise use of historic resources at the local level.

In Iowa, the Certified Local Government program is one of the historic preservation offerings of the State Historic Preservation Office, part of the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs. To participate in the CLG program, a local government must have a local historic

preservation program that complies with CLG program requirements. To qualify for or obtain "certified status", the local government must demonstrate that its local historic preservation program meets certain standards.

For the local government, its staff and Historic Preservation Commission, there are some direct benefits of participating in the CLG program. There is free historic preservation training and technical assistance from the State's historic preservation staff. Participating cities and counties receive a start-up preservation reference library for use in developing and administering the program. Cities and counties in the CLG program qualify for a small, competitive, matching CLG grant program that is open only CLG program participants. These federal pass-through grants can be used to underwrite all historic preservation activities except rehabilitation.

In Iowa, the CLG program has helped cities and counties to develop their local historic preservation programs as a tool to help promote downtown revitalization; to protect, stabilize and revive historic neighborhoods; and to provide an authentic foundation for heritage tourism.

REQUESTED ACTION

The City of Dubuque supports continued federal funding for the Certified Local Government (CLG) Program.

13. SUSTAINABLE & RESILIENT COMMUNITIES

The City of Dubuque identified becoming a more sustainable city as one of its top priorities in 2006. Since then, multiple strategies and practices have been implemented to make Dubuque a more sustainable community. In 2016, the City was honored to be recognized as one of the White House's 16 Climate Action Champions. The City is a member of Climate Communities, ICLEI and the Urban Sustainability Directors Network and joins those organizations in supporting local government action on climate change and resiliency as essential for America to achieve energy independence, renew economic prosperity and preserve biodiversity. We are in the middle of an environmental crisis that most acutely impacts those who are already marginalized and vulnerable. Federal policies must empower local governments with the tools and resources to respond to climate and social challenges. We request your support in achieving the following goals:

- Invest in local climate capacity through annual federal appropriations such as the Storm water and Drinking Water funding and Green Infrastructure programs.
- Build self-reliant communities that are prepared for climate impacts.
- Support community revitalization by enacting legislation that enables basic sustainability principles, such as historic preservation, improved energy efficiency, brownfield redevelopment, and community redevelopment.

Local governments rely on the federal government to regulate in sectors where municipalities cannot. This is especially true for environmental regulation, and we advocate for robust federal environmental protections to bolster local governments' climate efforts.

Inflation Reduction Act

Maintain the Inflation Reduction Act and the funding made available to local governments to pay for clean energy, electric vehicles and green building projects; as well as funding for businesses, residents and non-profits. Specifically maintain tax credits and elective pay provisions and continue the home energy efficiency and electrification rebates.

Weatherization Assistance Program

Dubuque, like communities across the country, is striving to increase equitable access to affordable housing for all residents. Excessive energy costs exacerbate the housing cost burden low-income residents experience. On average, low-income households spend 7.8 percent of annual income on energy services, compared to 3 percent of income for all households. Recognizing the increasing cost of energy and the significant impact this required cost has on low- and moderate-income residents, the City advocates for continued sufficient funding of the Weatherization Assistance Program and that funds be used to invest in home improvements wherever possible. By investing in improvements rather than assisting with energy bills, these funds can be used to fix the root of the problem rather than putting a band-aid on it.

National Energy Planning Policy

The City encourages adoption of a long-term, sustainable national energy policy, addressing decreasing availability of petroleum, energy self-sufficiency, economic competitiveness, greenhouse gas emissions, environmental protection, and social equity. This policy should recognize and separate the long-term development of replacement and alternative energy sources from short-term fluctuations in market prices for energy. This policy should also recognize the impact that energy-efficient land use patterns, building design, and transportation modalities have on the demand for energy.

Data and Measurement
The City recognizes the importance of easy, consistent, and affordable access to energy data at the community level as an integral component of energy, sustainability, healthy communities, and community planning. We advocate for transparent data processes that allow communities to review utility data while also ensuring adequate data security and privacy.

PACE Financing
We encourage federal and state legislation supporting Property Assessed Clean Energy (PACE) financing so that the costs associated with energy efficiency improvements can be shared by the property owners who experience the benefits of those improvements.

Environmental Justice
We support state and federal efforts in striving to attain environmental equity and justice with regard to the siting of energy facilities, resource extraction, energy generation, distribution infrastructure, and energy-related waste disposal.

Distributed Energy Generation
The City supports distributed energy generation systems that utilize community energy generation and "smart grid" public infrastructure that supports both conservation and energy efficiency.

Smart Grid Technology
We support modernization of the nation's electrical grid that will allow for the efficient integration of innovative technologies such as renewable energy systems and electric vehicles and makes it possible to offer dynamic electricity pricing options that can reduce strain on the grid while benefitting consumers. Advances in metering technology also create opportunities to provide consumers with access to more information about their electricity usage and costs, which can inform their decisions about energy consumption.

Research and Development
The City recognizes that in the short-term, oil, coal, and natural gas will continue to be significant sources of energy for the United States and other nations until other forms of energy can be developed at a scale to adequately replace the world's reliance on fossil fuels. Therefore, continued focused research and development in improving the efficient use of these sources while reducing the environmental costs must be a high priority for the United States. We support expanded research and development funding and efforts to create and improve alternative and renewable energy sources and the development of energy transition scenarios for use by local officials and the general public.

14. INDIAN GAMING REGULATIONS

The City is concerned about the uncontrolled growth of Indian Casinos on off premises (reservation) lands. The City supports legislation that places safeguards on the growth of Indian casinos.

REQUESTED ACTION

1. Rewrite Section 20 of the Indian Gaming Regulatory Act (IGRA), which authorizes reservation shopping. This means that under no circumstances can a tribe that already has land in trust acquire more land that is not contiguous to its reservation and use it for gaming. This will put a permanent end to reservation shopping.
2. Give local communities a seat at the table during the process to mitigate impacts of casinos proposed by newly recognized or restored tribes. This means the tribe and local community must enter into a memorandum of understanding where the tribe must pay the community for mitigation of direct effects of the casino on infrastructure and services like transportation and public safety.
3. Ban any attempts to establish off-reservation casinos outside of the state where the tribe presently resides.
4. Allow States to regulate Fantasy Sports and internet gambling.

15. ~~EQUITY~~HUMAN RIGHTS

~~The City of Dubuque's Imagine Dubuque Comprehensive Plan is premised~~Human rights in the ~~three legs of sustainability – having a viable, livable, and equitable community. As the plan notes, "[a]n equitable community is welcoming,~~ United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair~~, and just with the opportunity~~ access for ~~people to have the realistic hope of achieving their goals." Yet locally, regionally, and nationally we~~all communities, structural issues continue to ~~see the continuing effects of historical discrimination against African Americans and additional communities of color. Across all indicators of wellbeing – health, education, employment, housing,~~ shape outcomes in education, housing programs, healthcare, and criminal justice ~~– race can still be used as a predictor of negative life outcomes in the aggregate. The City is a member of the Government Alliance on Race and Equity and joins~~, disproportionately affecting underrepresented communities ~~across the nation~~. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in ~~supporting local government action on advancing equity, leading with race. Federal policies must empower local governments with the tools and resources to advance racial equity.~~the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with ~~terms set by Congress to those who have been convicted of crime; they dictate that certain crimes require, by law, a set amount of time in prison.~~minimum incarceration terms set by the legislature. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift ~~sentencing power to prosecutors who often use the threat of these laws to intimidate defendants into pleading guilty in order to receive a reduced sentence (Written Submission of the American Civil Liberties Union on Racial Disparities in Sentencing, 2014). In theory, mandatory minimum sentencing laws are "race neutral" and should affect everyone who has been convicted of a crime equally regardless of race. In practice, however, this is very much not the case. Judges are more likely to levy heavier sentences against people of color in general than they are against whites, while federal prosecutors are over *twice* as likely to charge black defendants with offenses that carry a mandatory minimum than white defendants (Report to the United Nations on Racial Disparities in the U.S. Criminal Justice System, 2018).~~ power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence.

> *REQUESTED ACTION*
>
> Support striking mandatory minimum sentencing provisions, allowing judges to apply the federal sentencing guidelines with individualized reviews that take facts into consideration in determining the appropriate sentence.

b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS

The Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) are useful antipoverty measures that still leave too many people out. In the case of the EITC, the beneficiaries are largely families with dependent children. Childless adults generally find that their EITC is severely inadequate compared to families with children; childless adults receive ~~an average of $219~~ up to $649 in EITC compared to adults with children who can receive ~~several thousand more~~ up to $8,046 depending on the number of qualifying children (~~Williams, 2019).~~Internal Revenue Service, 2025). While the One Big Beautiful Bill Act (OBBBA) passed in July of 2025 helped those with children, it did not improve benefits for childless adults. The result is that

over 5 million Americans are unable to escape poverty or are further impoverished. ~~As for the CTC, although it was increased by $1000 for each child, the 2017 tax law that changed it excluded tens of millions of working families getting the full increase (Marr, Huang, & Palacios, 2020).~~ Expanding the EITC for childless adults would lift an estimated 5 million Americans out of poverty (Marr & Huang, Childless Adults Are Lone Group Taxed Into Poverty, 2020). ~~Making~~As for the CTC ~~fully refundable would have similar effects for over 27 million~~, the OBBBA does little for families with low incomes because the phase-in rules pre-OBBBA are still in place. These phase-in rules mean that even more children ~~from low-income families (Marr, Hingtgen, Arloc, Windham, & Cox, 2020).~~ will be affected because their families don't earn enough to qualify (Tax Policy Center, 2025).

For tax year 2021, the EITC ~~has been~~ was made more generous on a temporary basis. These changes should be made permanent and expanded even further.

REQUESTED ACTION

Support legislation to permanently expand the Earned Income Tax Credit and/or the Child Tax Credit.

c. INCREASE THE FEDERAL MINIMUM WAGE

At $7.25 an hour, the federal minimum wage has not changed since 2009. Because it has not received any adjustments since that time, the buying power of a minimum wage job has decreased drastically over the years to the point where the federal minimum wage of $7.25 was worth ~~10~~27% less in ~~2014~~2022 than it was in 2009 and 40% less than in 1968 (Cooper~~, Raising the Minimum Wage to $12 by 2020 Would Lift Wages for 35 Million American Workers, 2015).~~ et al., 2022)

The current wage is not enough to support working families. An individual working 40 hours a week would only make about $15,000 a year ~~and put~~putting them ~~$11,200~~roughly $17,000 below the poverty threshold for a family of four (~~Poverty Guidelines, 2020). Raising the minimum wage would lift over 4 million people out of poverty and would result in tens of millions more getting a wage increase (Cooper, Raising the Minimum Wage to $12 by 2020 Would Lift Wages for 35 Million American Workers, 2015).~~HHS.gov, 2025). According to David Cooper (~~2019~~2022) of the Economic Policy Institute, gradually raising the minimum wage to $15 would increase the buying power of minimum wage jobs and would lead to greater wage equality between low and middle wage workers ~~as well as lift wages for 33.5 million workers~~ and bring tens of millions of people out of poverty.

REQUESTED ACTION

Support legislation to gradually raise the minimum wage to $~~12~~15 an hour or more.

d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON

Inmates who learn trades in prison often have difficulty in finding employment when they leave, partially because they have been prevented from getting the licenses, they need to work certain jobs. While inmates may learn useful skills and receive training in prison programs, they are effectively banned from getting a license when they leave. This has far-reaching ripple effects on other issues, such as housing, for ex-offenders. If they are unable to attain steady employment, ex-offenders are much less likely to be able to access housing services. In turn, this can lead to homelessness and a host of additional economic and societal implications.

REQUESTED ACTION

Support legislation that places restrictions on the use of criminal records to disqualify individuals from receiving occupational licenses for jobs such as hairdressers, taxi drivers, trades learned in prison, etc.

e. REAUTHORIZE THE VOTING RIGHTS ACT

~~In 2013, the Supreme Court gutted Section 5 of the Voting Rights Act, which mandated that jurisdictions with histories of discriminatory voter-suppression practices be precleared before they could pass new voting laws. Much of the court's opinion was premised in the rationale that the mechanisms from the original Voting Rights Act were outdated, with Justice Roberts noting that "While any racial discrimination in voting is too much, Congress must ensure that the legislation it passes to remedy that problem speaks to the current conditions." In the immediate aftermath of the court's decision, 8 states implemented voter-suppression laws and made it harder for people to vote. By 2016, 17 states had passed some form of voting restriction. These new restrictions included requiring a photo ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. Restrictive voting measures at the state level have only increased in the wake of false claims that the 2020 election was marred by widespread voter fraud – claims that have been rejected by numerous courts and state election officials. See Brennan Center for Justice~~

The Safeguard American Voter Eligibility (SAVE) Act of 2025 would be a strong deterrent to millions of eligible voters in this country. Restrictions in that legislation include the requirement to show a valid ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. According to the Center for Democracy and Civic Engagement, tens of millions of Americans don't have a valid driver's license, have an expired license, or are unable to obtain a passport or birth certificate because of financial burdens or other difficulties. This means these same Americans would be barred from voting. These issues affect individuals across all party lines; however, they disproportionately affect Black and Hispanic Americans as well as other underrepresented communities.

REQUESTED ACTION

Support ~~legislation~~legislative alternatives to ~~amend~~ the ~~Voting Rights~~SAVE Act, including legislation to modernize the formula that determines which jurisdictions have shown patterns of discriminatory voter-suppression practices, mandate that all voting changes must be announced in public half-a-year before an election, expand the federal government's authority to send observers to the polls, modernize voter registration with automatic, online, and same-day voter registration, restore voting rights to the previously incarcerated after they complete their sentence, restrict the ability to purge voters from the rolls, reform campaign finance transparency and ~~strength~~strengthen FEC oversight, reform redistricting with independent commissions, and standardized criteria and transparency.

f. ~~TUITION ASSISTANCE~~EQUAL OPPORTUNITY IN HIRING PRACTICES FOR ~~EX-~~OFFENDERS

~~Students with drug convictions will find that they must complete a drug rehabilitation program or pass random drug tests in order to receive aid from the Free Application for Federal Student Aid (FAFSA) (Leonhardt, 2019). Beyond that, students who were convicted of drug possession will be ineligible for aid for an entire year; an additional drug possession conviction adds another year of ineligibility, and a third drug possession conviction permanently prevents them from receiving aid through FAFSA. According to Betsy Pearl of the Center for American Progress, "One-fifth of the incarcerated population—or 456,000 individuals—is serving time for a drug charge. Another 1.15 million people are on probation and parole for drug-related offenses" (Pearl, 2018). Moreover, black people are more likely to be arrested, convicted, and~~

~~serve longer sentences than white people for similar crimes. Marijuana possession charges are particularly problematic, as black people are almost eight times as likely to be arrested as white people despite roughly equal usage rates. Removing existing financial aid restrictions on individuals with drug convictions would make college viable for hundreds of thousands of people.~~
Removing the checkbox that asks about criminal history from initial job applications, commonly known as "Ban the Box," aims to create fairer hiring practices and expand access to employment for people with prior felony and misdemeanor convictions. By allowing employers to first assess an applicant's qualifications, experience, and potential, these policies help ensure that individuals are not automatically disqualified because of their past. Research shows that providing second-chance hiring opportunities supports community safety and economic growth by reducing recidivism and increasing workforce participation (NCSL, 2024). Studies have also found that applicants in cities with Ban the Box laws received higher callback rates and fairer consideration in the hiring process (ILR, 2019). Ultimately, Ban the Box strengthens communities, and helps employers tap into a wider pool of motivated, qualified talent.

REQUESTED ACTION

Support legislation that repeals provisions that prevent individuals with drug convictions from receiving financial aid through FAFSA or, at a minimum, support legislation that allows a student who is convicted of a drug offense involving marijuana possession, without the intent to distribute, to resume or retain federal student aid eligibility while completing a drug rehabilitation program.

g. ~~FULLY FUND~~RECOGNIZE HOUSING CHOICE ~~VOUCHER PROGRAM BASED ON ACTUAL NEED~~VOUCHERS AS FORM OF INCOME

Ensuring safe, affordable housing is the most cost-effective strategy for reducing childhood poverty, increasing economic mobility, and lifting people out of poverty. U.S. housing costs have been rising faster than incomes for some time. According to the Out of Reach Report, affordable rent for a two-bedroom apartment in Dubuque requires an hourly wage of $~~15.75~~17.87. Nearly one-third of all Dubuque households are cost burdened, with 1 in 4 renters spending more than 50% of their income on housing costs. Families of color, single mother households, the elderly, and people with disabilities are disproportionately cost burdened. ~~There are approximately 5300 families who would meet income eligibility for vouchers but currently there is a budget for only about 900 families (16% of those eligible) and only 796 are being served. This is a national problem with only 23% of eligible renter households actually receiving a voucher~~To compound matters, in 2023, only 32% of landlords in Dubuque accepted Housing Vouchers as a source of income. This means that families that are eligible for vouchers may still struggle to find affordable housing where their voucher is accepted.

REQUESTED ACTION

~~Support legislation that fully funds housing choice vouchers at the level of community need. Alternatively, support a legislative rider to the funding bill that restores Dubuque's funding levels to those that were in place prior to the reduction in vouchers to 900.~~

Support legislation that prohibits housing discrimination and requires housing providers to recognize Housing Choice Vouchers as a legitimate form of income.

THE CITY OF DUBUQUE

Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

2026 FEDERAL LEGISLATIVE PRIORITIES

Table of Contents

FEDERAL FOCUS 2022- 2032 3
GRANT OPPORTUNITIES 3
1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 4
a. BUILDGRANT 4
b. SAFE STREETS FOR ALL (SS4A) GRANT 6
c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 7
2. INFRASTRUCTURE: SURFACE TRANSPORTATION 8
a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 8
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 9
c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 12
d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 12
e. CAPACITY IMPROVEMENTS: US HIGHWAY 20 13
f. PUBLIC TRANSIT FUNDING 13
3. INFRASTRUCTURE: AIR TRANSPORTATION 15
a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 15
b. AVIATION WORKFORCE SHORTAGE 15
c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 15
d. TSA AIRPORT WORKER SCREENING 15
e. CONTRACT TOWER PROGRAM 16
4. INFRASTRUCTURE: PASSENGER RAIL 17
5. INFRASTRUCTURE: WATER 18
a. WASTEWATER & DRINKING WATER 18
6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 19
a. COMMUNICATIONS 19
b. BROADBAND DATA ACT 24
7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 25
a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 25
8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 26
a. COMBINED COMMUNICATION CENTER 26
b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 26
c. FIRE STATION CONSTRUCTION GRANTS 26
d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 27

9. HOUSING 28
a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 28
b. MOBILE HOME COMMUNITY PROTECTIONS 28
c. AFFORDABLE HOUSING AND HOMELESSNESS 29
d. ANCHOR INSTITUTIONS 29
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 29
10. ECONOMIC DEVELOPMENT 31
a. EDA GRANT PROGRAMS 31
b. FEDERAL HISTORIC TAX CREDITS 31
c. NEW MARKET TAX CREDIT PROGRAM 32
d. CHILDCARE 32
e. EPA BROWNFIELDS PROGRAM 33
f. ARTS & CULTURE 33
11. PUBLIC HEALTH 37
a. PUBLIC HEALTH FUNDING 37
b. LEAD POISONING PREVENTION 37
c. LEAD IN DRINKING WATER 38
d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING 38
e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS 39
f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES 39
g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES 40
12. PLANNING 41
a. HOUSING & ZONING REFORM 41
b. CERTIFIED LOCAL GOVERNMENT PROGRAM 42
13. SUSTAINABLE & RESILIENT COMMUNITIES 43
14. INDIAN GAMING REGULATIONS 45
15. HUMAN RIGHTS 46
a. MANDATORY MINIMUM SENTENCING 46
b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS 46
c. INCREASE THE FEDERAL MINIMUM WAGE 47
d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON 47
e. REAUTHORIZE THE VOTING RIGHTS ACT 47
f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS 48
g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME 48

FEDERAL FOCUS 2022- 2032
GRANT OPPORTUNITIES

Federal legislative goals for 2026 will focus on commercial air service, water infrastructure, transportation infrastructure, economic development, safety, public health, and housing.

As funding for the city is reduced due to state policy, alternative revenue sources become even more critical. Working strategically with the Mayor and City Council, City staff and our partners, we continue to seek and secure grant funding for City priorities.

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS

a. BUILDGRANT

BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

The City of Dubuque has already benefited from this signature US Department of Transportation funding program. A $5.7 million TIGER grant was received in 2010 to support the reconstruction of utilities and complete streets in the Historic Millwork District. Additionally, Dubuque County in partnership with the City received a $5.4 million BUILD grant in 2019 to support a series of roadway repairs, intersection capacity and safety improvements, and a trail extension in the vicinity of the John Deere Dubuque Works facility.

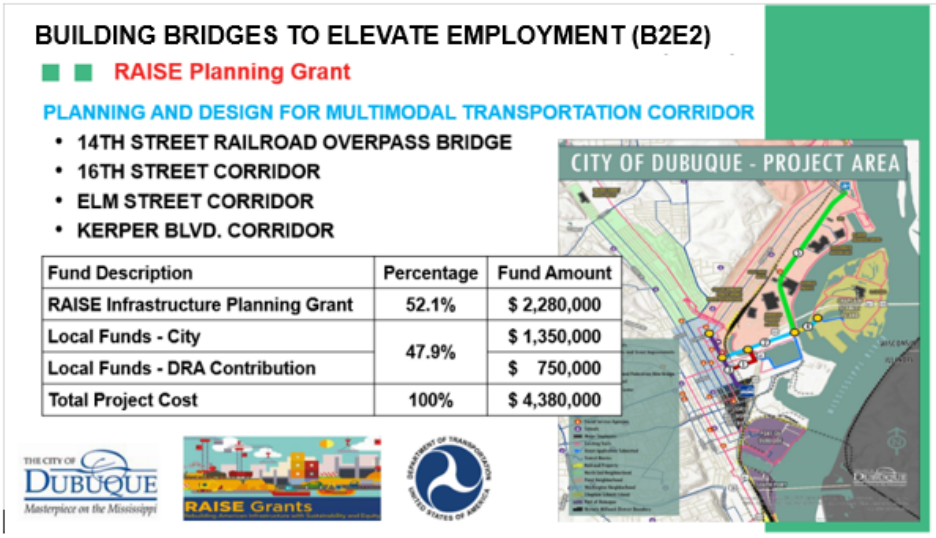
The City applied for USDOT TIGER Discretionary Grants in both 2014 and 2017 however our application requests were not selected. City staff were advised by grant review agency staff that our proposed infrastructure project grant applications were strong, however the projects were not advanced far enough in the planning, design, and environmental clearance development phases for selection consideration. Subsequently, the City applied for a 2021 RAISE Infrastructure Planning Grant which was unsuccessful. A formal debrief with USDOT staff in March of 2022 identified ways in which the project, the narrative and additional data could strengthen the application.

As a result, in an effort to be better positioned for future Federal Discretionary Grant opportunities, the City again applied for a 2022 RAISE Infrastructure Planning Grant to assist with the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, and the proposed 14th Street Railroad Overpass bridge project.

The 2022 RAISE Planning Grant application proposed a project entitled "*Building Bridges to Elevate Employment (B2E2)*". Through the grant, the City of Dubuque requested $2,280,000 in USDOT RAISE Planning funds to assist with the planning and design of a multimodal transportation corridors which will connect low-income residents with economic opportunities and key community resources in the Kerper Boulevard Industrial Park, on Chaplain Schmitt Island, in downtown Dubuque and its Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Elevate Employment (B2E2)* application was selected to receive RAISE Planning Grant funding. The RAISE grant funding is summarized in the following table:

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	$ 2,280,000
Local Funds - City	47.9%	$ 2,100,000
Total Project Cost	**100%**	**$ 4,380,000**



The City completed the consultant selection process in accordance with the Iowa Department of Transportation (Iowa DOT) federal aid consultant selection process. AECOM Technical Services, Inc. was selected as the first-ranked Consultant and the City is through contract negotiations for Professional Consultant Services to complete the Engineering Design and National Environmental Policy Act (NEPA) / Environmental Study Phase to advance development for the B2E2 RAISE Infrastructure Planning Grant project.

On September 5, 2023, the City Council concurred with the Consultant Selection Committee's recommendation in the selection of AECOM Technical Services, Inc. to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the RAISE Infrastructure Planning Grant for the project entitled "Building Bridges to Elevate Employment (B2E2)". AECOM contract was negotiated, and Iowa DOT / FHWA external audit was approved on January 29, 2024.

City staff, AECOM, Iowa DOT and FHWA staff felt the best approach to develop a contract, scope of services, and negotiated fee was to separate the design services into 2 phases: Phase I (Concept Design / NEPA / Public Involvement / Preliminary Design), and a future Phase II (Final Design). Once Phase I preliminary design and NEPA work elements are completed, City staff will have a more detailed and comprehensive understanding of the scope of the services needed for the next Phase II (Final Design). Through a future Supplemental Agreement, a scope of services and fee amount will be developed for Phase II (Final Design) work.

On February 5, 2024, the City Council awarded the Professional Consultant Services Contract with AECOM and Notice to Proceed was issued to complete the Phase I - Engineering Design and NEPA / Environmental Study Phase.

On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure

Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Elevate Employment (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.

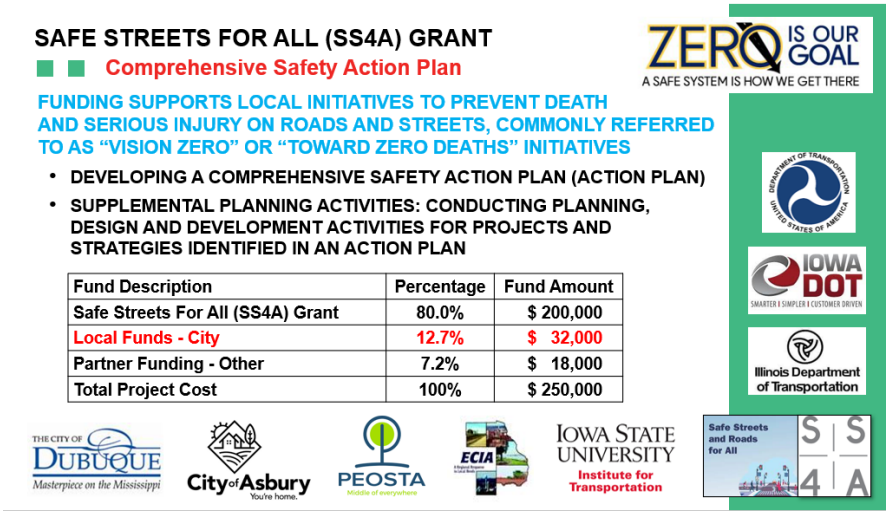
REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving RAISE Planning Grant in the amount of $ 2,280,000, and the RAISE Capital Grant in the amount of $25M. The City of Dubuque requests a categorical exclusion from any further NEPA/Environmental Study to avoid unnecessary delays.

b. SAFE STREETS FOR ALL (SS4A) GRANT

In February 2023, the City, East Central Intergovernmental Association (ECIA), and our regional local partners were notified of our awarded Safe Streets for All Grant. The SS4A grant will assist with developing a regional roadway network comprehensive safety action plan. Iowa State University Institute for Transportation will lead the effort to development of a comprehensive safety action plan for the regional roadway network to achieve the long-term objective of reducing transportation related injuries and working towards zero deaths.

It is the objective of the City, ECIA, and partners to complete an Action Plan so that we have identified potential roadway or intersection improvement projects which will be well positioned to compete for future SS4A Implementation grant opportunities.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving SS4A Grant in the amount of $200,000.

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT

Last offered in FY2012, DOT's Transportation, Community & System Preservation (TCSP) grant program provided $61 million in funding to plan and implement strategies to improve the efficiency of the transportation system, reduce its environmental impacts, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs and services, boost smart growth development patterns, and leverage private investment. As one of the few direct sources of federal transportation funding available to local governments, the TCSP program should be reintroduced to help meet community infrastructure needs. The City of Dubuque in 2012 received a $600,000 TCSP grant that helped in the reconstruction of Elm Street from 9th to 11th Streets. This "Complete Street" is adjacent to the Jule Intermodal Transportation Center. This street is a key part of the overall Historic Millwork District which has leveraged this federal funding to help stimulate over $100 million in private redevelopment.

REQUESTED ACTION

Reestablish the DOT Transportation, Community & System Preservation grant program to $1 billion annually.

2. INFRASTRUCTURE: SURFACE TRANSPORTATION

The Fixing America's Surface Transportation (FAST) Act is a five-year transportation bill intended to improve and expand the Nation's surface transportation infrastructure, including roads, bridges, transit systems and rail transportation network. This legislation passed in December 2015 and provides direction for transportation activities for five years.

The bill reforms and strengthens transportation programs, refocuses national priorities, provides long term certainty and greater flexibility for states and local governments, streamlines project approval processes, and maintains strong commitment to safety. Reauthorization of the transportation bill builds on and strengthens the innovations begun in MAP-21 in areas such as performance-based planning, safety, design, and freight planning. FAST Act supports policies which expand choices, bolster public health, and strengthen communities.

An extension of the FAST Act passed in 2020 expired in October of 2021. A multi-year surface transportation bill is needed to assure funding for future planning and construction of transportation projects. Support is needed for the Transportation Alternatives Program including the Recreational Trails Program and Safe Routes to Schools. Combined these programs provide for bike and pedestrian projects and safety in our local community. The federal fuel tax was last raised in October of 1993 and is not indexed to inflation, which increased by 77 percent from 1993 until 2020. A long-term fix is also needed for the Highway Trust Fund.

The FAST Act expires in September of 2026. Federal surface transportation reauthorization takes place every five years in Congress and is the process used to renew, fund, and update the programs that build and maintain the nation's roads, bridges, transit, and multimodal networks.

Reauthorization is one of the most important tools Congress has to shape national transportation policy. Typically passed every five to six years, these bills establish funding levels, define federal priorities, and guide how transportation investments are made. These decisions influence which types of projects are eligible, what outcomes are prioritized (such as safety, mobility, economic development, etc.), and how regions access and manage federal dollars.

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY"

Dubuque County was awarded a federal BUILD Grant in the amount of $5,452,023 for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road. The Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road. The Northwest Arterial - State of Good Repair Project will also provide the non-federal local match to the Dubuque County BUILD Grant.

The Northwest Arterial project was originally anticipated to be completed by the Iowa DOT, however as part of the executed Transfer of Jurisdiction Agreement (TOJ), the City agreed to be the lead local agency responsible for completing the Northwest Arterial - State of Good Repair improvements.

Effective January 29, 2021, the TOJ of the Northwest Arterial was completed from the State of Iowa to the City as part of the Southwest Arterial project. As part of the roadway transfer, the Iowa DOT has issued a

state of good repair payment to the City in the amount of $5,672,000 to complete pavement rehabilitation and reconstruction of the Northwest Arterial from US20 to Central Ave / IA3.

Due to the federal funds associated with the BUILD Grant, the Federal Highway Administration (FHWA) is the lead regulatory agency and responsible for administering the project in coordination with the Iowa DOT. As a result of the Northwest Arterial being incorporated into the BUILD Grant, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" together through the Iowa DOT's Office of Contracts bid letting process. Additionally, since the BUILD Grant was awarded to Dubuque County, this required the County to be the lead Contracting Authority for both Projects.

Bids were received on the project by the Iowa Department of Transportation on April 19, 2022 in Ames. Pirc-Tobin Construction, Inc., of Alburnett, IA submitted the low bid in the amount of $14,416,742.87 for the overall project which includes the City Northwest Arterial Project and the County John Deere Build Grant projects. A summary of the project cost breakdown is as follows:

BUILD Project Cost Summary	**Total Bid**
City - Northwest Arterial - State of Good Repair Project	$ 8,674,734.82
Dubuque County - John Deere Road Build Project	6,395,401.42
TOTAL PROJECT COST	$ 15,070,136.24

Work on both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project began in June of 2022 and was completed in the fall of 2023.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal, state and local level for supporting the BUILD Grant to allow for capacity and safety improvements to John Deere Road and the Northwest Arterial freight corridors.

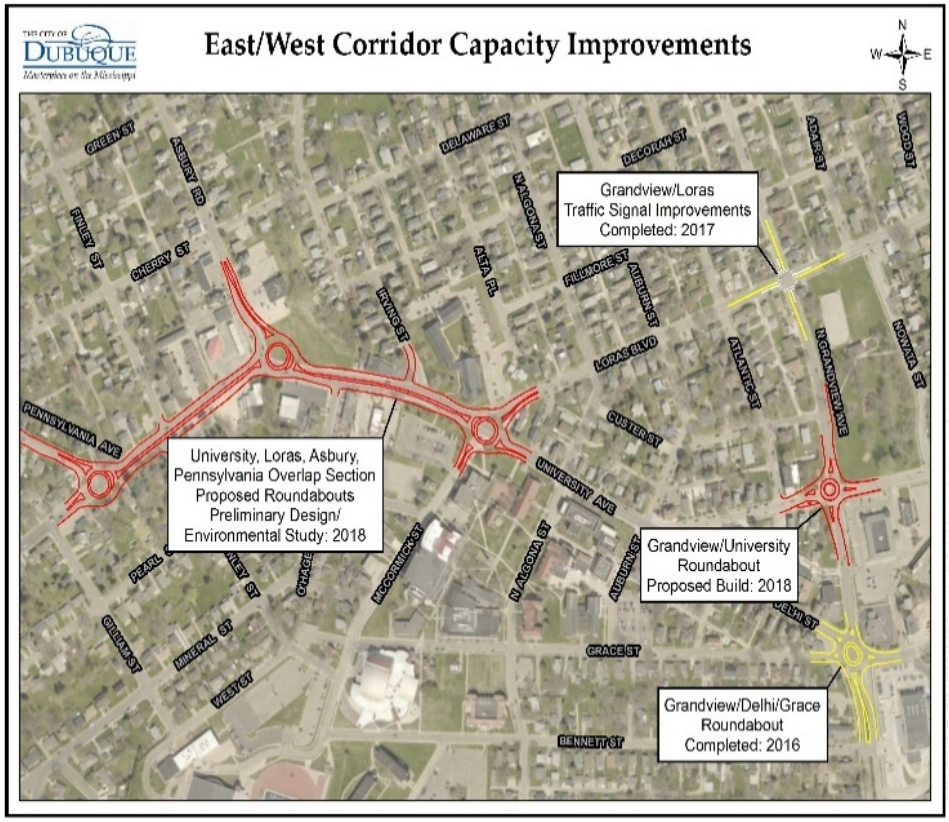
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

In August 2017, the City Council listed the East-West Corridor Capacity Improvement Implementation as a "Top-Priority" in its 2017-2019 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report. The adopted East-West Corridor Connectivity Study report acts as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study includes recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition	2016	$ 853,300
Grandview - Delhi Roundabout	2016	$ 827,000
Loras - Grandview Traffic Signals	2017	$ 370,300
University - Grandview Roundabout	2018	$1,200,000
Total Improvements To-Date		**$3,250,300**



The section of University Avenue, from Pennsylvania Avenue to Loras Boulevard, referred to as the "Overlap Section" was recommended for converting the three intersections along University Avenue to roundabouts.

In July 2018, the City applied for an $18.1 million U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant request to assist in funding both multi-modal and capacity improvements within the identified East-West Corridors. Staff was notified in December 2018 that the City was not selected to receive a BUILD grant.

Following the BUILD grant announcement, the City has an opportunity to move forward and advance the development of East-West Corridor Capacity Improvements utilizing the new Iowa DOT Federal Aid SWAP Policy. Effective October 2018, the new Federal Aid SWAP Policy allows federal funds normally allocated to cities or counties to be replaced with State of Iowa Primary Road funds on a dollar-for-dollar basis. The goal of the new policy is to increase efficiencies and help local governments reduce the level federal oversight, regulations, and requirements. Additionally, the use of Primary Road funds will be reimbursed at 100% of eligible costs which eliminates the requirement for local governments to provide a 20% local match.

In January 2019, the City began the process to de-federalize the East-West Corridor project by paying back the federal funds previously used for property acquisition. On August 19th, 2019, the City received the FHWA final closure acceptance for the defederalization of funds related to the East - West Corridor project.

With the project defederalization is completed, in December 2020, the SWAP Funding Agreement was executed with the Iowa DOT which will allow the City to utilize both local City funding and SWAP funding to begin the preliminary engineering and environmental study phase for intersection capacity improvements along the University Avenue, Loras Boulevard to Pennsylvania Avenue “Overlap Section”.

In December of 2021, the Mayor and City Council approved the selection of HDR, Inc. of Omaha, Nebraska as the Consultant to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

In March of 2022, with the Infrastructure Investment and Jobs Act (IIJA) funding allocation to the State of Iowa, the Iowa DOT announced the increase in new federal funds will require additional Primary Road Funds (PRF) to be used as the State’s local match, which will impact the Iowa DOT’s ability to provide SWAP funds for Local Public Agency (LPA) projects. With the reduced Federal-aid SWAP capacity, the Iowa DOT has informed LPAs that all programs will transition from Federal-aid SWAP to Federal-aid starting in February 2023 for Cities.

Since the East-West Corridor Capacity Improvements are a multi-year, multi-phased project, which transitioned from Federal-aid SWAP (100% funding) to Federal-aid (80%/20% funding), in March 2023, the City was required to identify, and the Mayor and City Council approved as part of the Fiscal Year 2024-2028 adopted budget, the allocation of an additional $2.5 million as the City’s 20% local match.

As a result of the funding shift to Federal Aid, this requires the environmental study phase to be elevated to a Federal NEPA level clearance. Due to the additional level of work to meet the NEPA level regulatory requirements, this added time required to complete the environmental clearance phase by 12 months and added an additional cost to the Consultant design services contract. Once the preliminary engineering and environmental (NEPA) clearance are completed over the next year, corridor impacts will be identified, and property acquisition could begin. Subject to availability of local match funding, property acquisition could take approximately 2 years to complete. Once property acquisition is completed within the Overlap Section, and subject to availability of local match funding, construction to convert the three intersections along University Avenue to roundabouts could begin and would take approximately 2-3 years to complete.

REQUESTED ACTION

Support City of Dubuque BUILD grant application for East West Corridor improvements.

c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION

The City of Dubuque supports the implementation of capacity improvements along the Highway 20 corridor and the Northwest Arterial intersection. This intersection is experiencing operational challenges which will only be compounded now that the Southwest Arterial/ US52 is completed, and commercial traffic is rerouted from the downtown urban core. The recommended capacity improvements will allow traffic to travel along Highway 20 more efficiently and safely, from the Northwest Arterial to the Southwest Arterial/ US52 interchange. The Iowa DOT has completed a capacity improvements study and has identified the preferred roadway corridor and intersection improvement. The Iowa DOT is currently evaluating alternatives for both funding and phasing the implementation of capacity improvements.

REQUESTED ACTION

Continue to support the Iowa DOT efforts to implement improvements along the Highway 20 corridor and the Northwest Arterial intersection for safe and efficient travel to the Southwest Arterial/ US52 interchange.

d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH

After nearly 30 plus years in the making, it is with great appreciation in celebrating the completion of the Southwest Arterial / US Highway 52 project, which was opened to vehicular traffic on August 17, 2020.

The final cost projection for the fully completed 4-lane freeway is approximately $160 Million. This historic milestone achievement would not have been possible without the strong collaborative partnerships with the Iowa department of Transportation and Dubuque County.

Future Initiatives

As part of the 4-lane highway construction, grading was also completed for a future bike pedestrian shared use path from US Highway 20 to US Highway 61/151. To accommodate the future trail - several of the bridges along the corridor incorporated a separated shared use on the bridges. A future initiative will be to pave the 6.1-mile bike pedestrian shared use path which will complete a connection between the Heritage Trail and the Mines of Spain Recreational Area.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal and state level for all the support in making the Southwest Arterial, our #1 surface transportation project a reality and now is seeking $6 million to fund paving the bike and pedestrian shared use trail that has been graded as part of the project.

e. CAPACITY IMPROVEMENTS: US HIGHWAY 20

Transportation infrastructure connectivity is essential to a vibrant economy and thriving community.

REQUESTED ACTION

The City of Dubuque supports completion of four-lane construction on Highway 20 to Chicago. To accomplish this project and other significant highway and interstate capacity improvements, the City supports efforts to identify a long term, sustainable revenue source that keeps the Highway Trust Fund fully funded to be used for rebuilding and maintaining infrastructure.

f. PUBLIC TRANSIT FUNDING

The new infastructure BIL provides stable formula funding and competitive grant program to address bus and bus facility needs. The BIL is greatly appreciated for increasing operational needs, but supply chain issues are still causing a major delay in technology and equipmen leadtimes and cost increases.

The City of Dubuque has received a planning grant to analyze travel patterns in the community and develop a replicable model for responding to travel demand through planning of transportation investment that incorporates all modes - car, bus, bike and pedestrian. The goal of this research is to create a more efficient and cost effective public transit system modeling tool for cities under 100,000 population.

This research effort and integrated approach to addressing community travel needs will provide opportunities to expand public transit service to our citizens. Without additional operating funding to support current services and new operating grant opportunities to expand services, implementation of this project could be limited.

Technical assistance for cities interested in undertaking bus rapid transit projects earlier in the planning stages would also be appreciated. Currently, most planning must be complete and Small Starts funding already secured for a city to be eligible for this type of assistance. Operational funding to support ongoing route analysis and planning at the transit system level would be helpful as well.

Capital funding for vehicles and onboard technology replacement are needed. Many vehicles in Iowa, and Dubuque specifically, are at or near the end of their useful life. Onboard technology provides essential data for management and dispatch personnel as well as drivers and passengers, but to upgrade or replace this technology fleet-wide is costly. Stagnant operational funding and limited capital funding opportunities make developing responsive, cost-effective public transit opportunities difficult.

REQUESTED ACTION

Support increased funding for operational funds through the 5307 program and pursue additional grant funding for bus replacement to include four new transit vehicles, specifically two smaller, heavy duty, thirty-foot GILLIG buses and two mini buses.

3. INFRASTRUCTURE: AIR TRANSPORTATION

a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE

Modernize Small Community Air Service Development (SCASD) Essential Air Service (EAS) to meet today's evolving small community and industry needs.

REQUESTED ACTION

Continue to appropriate funds for Air Service Development and Essential Air Service Programs identified in FAA Reauthorization Act 2024 and include modification to programs that will help restore and retain commercial air service in airports that lost all commercial service such as DBQ.

b. AVIATION WORKFORCE SHORTAGE

Congress must take immediate action to address the aviation workforce shortage through multiple programs and initiatives. Aviation workforce shortages are creating a strain felt across the industry and is being felt most by the smaller communities who are struggling to maintain their basic service, or have lost service altogether.

REQUESTED ACTION

Appropriate funds toward Aviation Workforce identified in FAA Reauthorization Act 2024: Aviation Workforce Development Programs, Airport Service Workforce Analysis

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM

Congress pass the following legislation related to airports past FAA mandated use of PFOS and PFAS in Aqueous Film Forming Foam (AFFF).

REQUESTED ACTION

a. Appropriate the $350 million authorized by the FAA Reauthorization Act of 2024 towards a PFAS Replacement Grant Program.
b. Pass Legislation that exempts airports from enforcement actions under the CERCLA or other State and Local environmental laws related to the use of PFOA/PFAS.

d. TSA AIRPORT WORKER SCREENING

The need for Airport Worker Screening remains necessary in the ever-evolving homeland security landscape.

REQUESTED ACTION

Require TSA to retain the roles the agency was created to execute following 9/11, instead of placing that unfunded burden on Airport's. One of TSA's founding purposes was to provide consistent security screening across the National Airspace System, and now critical security screening tasks are being placed back into pre-9/11 processes and programs.

e. CONTRACT TOWER PROGRAM

Safety and common-sense dictates continued funding of the ATC program and the contract tower program or restoration of FAA staffing of these facilities. A United States Department of Transportation Office of Inspector General Report Number AV-2013-009, issued on November 5, 2012, found that "a contract tower cost, on average, about $1.5 million less to operate than a similar FAA tower." The report further stated, "contract towers had a significantly lower number and rate of safety incidents compared to similar FAA towers."

REQUESTED ACTION

We urge Congress to continue to fully fund the Contract Tower program

4. INFRASTRUCTURE: PASSENGER RAIL

Local passenger rail advocates established a passenger rail citizen group, "Ride the Rail," to engage the public, secure support and promote the return of passenger rail service between Chicago to Dubuque.

The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing state and local funding for the feasibility study of passenger rail return between Chicago and Dubuque. Federal funding support for passenger rail projects provides the critical next step for the return of passenger rail service between Chicago and Dubuque.

REQUESTED ACTION

Encourage Illinois Department of Transportation efforts to obtain federal funding for passenger rail service from Chicago to Dubuque.

5. INFRASTRUCTURE: WATER

a. WASTEWATER & DRINKING WATER

The nation's wastewater and drinking water infrastructure is experiencing an infrastructure need of $655 billion over the next twenty years. We congratulate Congress on the passage of the Bipartisan Infrastructure Legislation (BIL) which includes $105 billion in water infrastructure funds.

The City of Dubuque has ongoing funding needs for drinking water and clean water infrastructure. The State Revolving Loan (SRF) program has been very effective in helping the City address water infrastructure needs.

For every federal dollar of SRF spending, 21.4% is returned to the federal government in the form of taxes and on average, 16.5 jobs are created for every 1 million spent through SRF; each job is estimated to bring about $60,000 in labor income. Infrastructure investments create 16 percent more jobs than equivalent spending on a payroll tax holiday, 40 percent more jobs than an across-the-board tax cut, and more than five times as many jobs as temporary tax cuts.

Every million dollars of SRF spending results in $2.95 million of input in the U.S. economy. This is a smart investment complimenting a narrow federal role of ensuring modern, efficient infrastructure. Since this is a loan program, SRFs leverage resources from all levels of government and the private sector empowering state and local governments. SRFs are voluntary, thereby reducing regulatory burdens on businesses.

Dubuque has utilized SRF funds for two major projects, the Bee Branch project and the Water and Resource Recovery project. Dubuque is poised to now include lead service line replacement funds through SRF or other federal infrastructure grant funds. The SRF funding source is critical to cities.

REQUESTED ACTION

The City of Dubuque supports the expansion of grant funds and SRF forgivable loans available through the Bipartisan Infrastructure Legislation (BIL) for water infrastructure needs, particularly the city-wide lead service line replacement program, the Catfish Creek sanitary sewer improvements, and other priorities.

6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS

a. COMMUNICATIONS

As a member of the National League of Cities (NLC), the United States Conference of Mayors, and the National Association of Telecommunications Officers and Advisors (NATOA), the City of Dubuque joins these organizations in acknowledging that the historic transformation of our communications infrastructure is essential to the economic competitiveness of the local governments, states, and the nation.

Preserve local authority to manage public rights of way for the benefit of everyone.
Maintaining public right of way and ensuring shared use for the benefit of the public through partnerships and cooperative agreements, not only monetary payments, but most importantly a maximum investment in broadband and communications for the benefit of the community. This is a win-win for the community and communications providers to get the needed services to residents and businesses in a timely and economically competitive way.

Protect local authority to establish taxes that are consistent with local needs and maintain adequate revenue.
Local governments recognize and support efforts to modernize the collection and administration of local communications taxes, but in a manner that preserves the ability of local government to impose and collect taxes to fund vital services for its citizens consistent with local values.

Protect and enhance local ability to provide for homeland and hometown security.
Local government's first responders need fully deployed E911, access to spectrum and funding for interoperable communications to protect the public.

Recognize local roles in promoting nondiscriminatory access to the full range of communications services.
Municipalities are helping to bring advanced services to individuals and small businesses. Cities must have the autonomy necessary to encourage competition and infrastructure deployment that will lower prices and improve service quality for their citizens.

REQUESTED ACTION

- Do not nationalize cable and video franchising.
- Protect local governments' ability to facilitate or offer advanced communications services to their citizens.
- Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.
- Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.
- Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.
- Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.

Local Government Principles for Communications Policy Modernization
We believe that Congress and state and local governments can achieve these goals by embracing the following principles:

- **State and Local Authority**
  The City of Dubuque supports a balanced federalist approach that encourages new innovation and technology while preserving appropriate authority for state and local governments to protect their citizens — particularly in relation to public safety and homeland security, promoting local competition, promoting economic development, taxation, expansion of access to advanced networks, rights-of-way management, and consumer protection.

- **Public Safety**
  State and local public safety agencies rely heavily on communications services and systems to protect public safety. In order for states and localities to carry out this mission, it is essential that important obligations, such as 911 and CALEA, be applied to all relevant communications platforms, regardless of technology. States and localities must also have sufficient spectrum and funding to obtain interference-free, interoperable emergency communications. In addition, it is important to preserve and strengthen the ability of state and local government to protect and warn the public through emergency alert systems.

- **Use of public property and right-of-way**
  State and local governments are the trustees of public property and must retain the power to manage those assets for the benefit and safety of the community.

- **Municipal Broadband**
  State and local governments can play an important role in making advanced services, including broadband services, available to their citizens, based on specific local needs and conditions. Federal policy should promote the rights of local governments that choose to offer those services directly to their citizens.

- **Video Franchising**
  The federal government should not preempt or restrict local authority to negotiate mutually beneficial agreements and grant franchises to video providers. Public, educational, and governmental channels are important tools citizens use to participate.

City of Dubuque Supports:
Legislation that preserves and extends municipal government authority to provide communications services to their constituents.

Legislation that overturns the FCC cable franchise order and returns to the local franchising scheme set out in the Cable Communications Policy Act of 1984.

The City of Dubuque opposes a wireless tax moratorium.

Ensuring expanded access to multichannel video programming is an important role of local government.

Ensuring fair access to digital resources by addressing inequalities of availability, affordability, and accessibility of technology—specifically high-speed internet.

Net neutrality rules require that internet providers treat all internet traffic equally, outlawing practices like traffic throttling or paying for content to be prioritized.

Expanded Access
States and localities support policies and programs that advance access to communications services and ubiquitous broadband deployment in all areas of the country. Current initiatives that promote universal and affordable access to communications services include the federal and state universal service funds, the ERate program, Affordable Connectivity Program (ACP,) urban and rural infrastructure support mechanisms, and obligations ensuring equitable cable and broadband deployment.

ACP
Galvanized by the pressure of COVID-19, a bipartisan Congress created the ACP with $14.2 billion in funding in November 2021. The program provides eligible households a discount on Internet services of up to $30 per month—and up to $75 per month on qualifying Tribal lands. It also provides a one-time discount of up to $100 towards a laptop, desktop, or tablet from participating providers.

Since then, the ACP has helped provide Internet to over 20.5 million American families and veterans. Thanks to the ACP, low-income households can afford the access they need for work, education, healthcare, and democratic engagement in the digital age. The data shows that we are making real progress on the affordable access problem that has plagued the U.S. for over a generation. Broadband connectivity is essential to maximizing educational opportunities, stimulating economic growth, lowering healthcare costs, investing in a skilled workforce, and connecting individuals with their loved ones.

The ACP's funding has expired, relegating those Americans to second-class status again unless Congress steps up to replenish the fund. In addition to availability and accessibility, ACP directly addresses the best known factor contributing to the digital divide—price.

> *REQUESTED ACTION*
> Government leadership needs to ensure the ACP's continuation and appreciate the urgency. By extending ACP funding, Congress can ensure the program continues to provide enduring opportunities for all Americans.

Taxation
States and localities should retain full flexibility, as does the federal government, to structure their tax policies in ways that best serves their citizens.

Consumer Protection
States and localities are best positioned to respond effectively to a wide variety of consumer concerns, including but not limited to complaints related to service quality and affordability, reliability, deceptive practices, billing practices, privacy, and criminal activity.

Wireless Zoning and Siting
It is essential for local communities to be able to address the expansion of wireless facilities to promote the deployment of advanced communications while also protecting the interests of citizens in safety, sound planning, and aesthetic concerns. Cellular carriers have petitioned the FCC to create new, onerous

regulations that would make it more difficult for local governments to carry out their responsibilities in this area. The Communications Act prohibits such FCC regulation. Congress should ensure that the balance struck in federal law is not overturned by agency action.

In 2019 the City established a Small Cell Aesthetics guideline which outlined permit procedures, design standards and location preferences. The goal is to encourage preferred locations, collocation, and maintaining the unique community character and distinct aesthetics using "stealth" techniques and, for our residents, providing advance notification of pending applications. Congress should support the City's efforts in establishing and implementing such standards for the welfare of all.

Local government strongly endorses promoting competition for all consumers and treating like services alike. The elected leaders of our nation's cities and counties stand ready and willing to welcome video competition in their communities. Centralizing franchising at the federal or state level, however, limits the benefits of head-to-head video competition to a chosen few, and deprives consumers of important protections.

The FCC

Although the courts have upheld the transparency rule but vacated the no-blocking and no-unreasonable-discrimination rules, there is no guarantee from the FCC of net neutrality. The new arrangement stands to benefit large ISPs immensely while potentially harming small start-ups, entrepreneurs, and consumers especially in locations where providers are limited.

Although there is a disclosure requirement and providers are prevented from engaging in unfair, deceptive, and anticompetitive practices, issues will be handled ***after*** occurring and providers could bypass unfair practices in the name of "reasonable, network management."

REQUESTED ACTION

1. States where statewide or state-controlled franchising is currently in place do not see greater or faster video competition deployment than states where it is not.

2. Franchises do not just provide permission to offer video services. They are the core tools local government uses to manage streets and sidewalks, provide for public safety, enhance competition, and collect compensation for private use of public land. Eliminating local franchises deprives local government of the power to perform basic functions.

3. Competition is for everyone. Current national policy implemented through franchises encourages competition throughout the country, not just in urban or suburban areas and not just for the wealthy. In less than ten years, under the current system, broadband service has been made available to 91 percent of all homes passed by cable.

4. Neither Congress nor the FCC should try to manage local streets and sidewalks from Washington. National franchising would abrogate a basic tenet of federalism by granting companies access to locally owned property on federally defined terms.

5. Market factors, not local governments, control the pace of new broadband deployment. Telephone companies have not yet seriously dedicated resources to negotiate franchises in many markets. Potential video competitors require relatively few franchises to implement their announced business plans (for AT&T 1,500-2,000 franchises, for Verizon 100-200 franchises).

Tech Entrepreneurship and Competition.
States and localities benefit from, and support, competition and innovation and technology neutrality. When a fully competitive market does not exist, states and localities must retain the authority to ensure nondiscriminatory access to essential facilities, to prevent incumbents from using market power to stifle competition and innovation, and to maintain consumer safeguards when market forces fail.

There are arguments for and against net neutrality. The City of Dubuque supports efforts for Internet to remain a level playing field for all and the FCC to protect an "open internet." Given Dubuque's focus on small business and innovation, Dubuque would likely be impacted by the anti-competitive risks that come with ending net neutrality more than other Iowa communities.

REQUESTED ACTION
The City supports legislation that would restore net neutrality.

Broadband Acceleration Initiative
In 2016 the City of Dubuque launched its Broadband Acceleration Initiative. Operating primarily in public/private collaborations, the Initiative has been a resounding success by increasing broadband access, capacity, speeds, and competitors. Every business center has redundant high-speed access and a five-year fiber-to-the-home build-out is underway. Recently the City has added a strong fair access component to the initiative, beginning with free local Wi-Fi and low-cost access options in our lowest income census tracks. Universal, affordable, high-speed access is the goal, and we are making progress. However, that progress is hampered by outdated governmental data, policies, and funding priorities. We believe that the following Federal Broadband Initiatives/Efforts are critical to the continued success of Dubuque's Broadband Acceleration Initiative.

REQUESTED ACTION
1. Continued efforts to produce Immediate and accurate revision of FCC broadband access maps. It has been acknowledged by industry and both political parties that these maps, which underly both federal policy and funding decisions on broadband, are outdated, use inaccurate information and are subject to manipulation by incumbent carriers.

2. Until consensus mapping and data is available, uncouple federal broadband funding decisions from the current FCC "targeted service area" calculations. As an example, when using ACS census data, Dubuque shows several lower-income census tracts where 25% to 30% of households reporting no consistent internet access. However, the "TSA" map by the FCC shows no (zero) targeted service areas anywhere in the community of Dubuque.

3. Utilize a definition of "served" areas in the realm of broadband connectivity to include the measures of affordability, availability and accessibility. The problems of available, affordable, and accessible connectivity, in light of a growing number of devices, and capacity to deliver a consistent, usable broadband technology in more densely populated areas are significant factors contributing to the uneven digital access that exists among residents.

Provide flexibility for the USDA ReConnect Loan and Grant Fund and other broadband access programs to allow rural and small urban areas (under 100,000 in population) to collaborate on broadband infrastructure and costs. These areas are intimately connected via transportation networks, labor-sheds, power systems, and the like. The ability to scale rural efforts via collaboration with small urban areas would accelerate

broadband access to both. From a policy perspective, allow municipalities to treat broadband access as an essential corporate purpose and dissuade state policymakers from creating state level barriers for municipal action on broadband.

b. BROADBAND DATA ACT

The availability of accurate and readily accessible data, consistent collection methods across all carriers/providers and data visualization tools provides a potential means of maintaining an open and fair internet. By guaranteeing comprehensive, quality information on broadband access, bandwidth, and speeds across all delivery methods, will result in an ability for cities to monitor services in our communities. The outcome of this initiative is the ability to identify and respond to gaps in telecommunications access in communities most needing broadband services.

REQUESTED ACTION

Support the FCC must collect and disseminate granular broadband service availability data (broadband maps) from wired, fixed-wireless, satellite, and mobile broadband providers. To do this, the FCC is required to establish the Broadband Serviceable Location Fabric (a dataset of geocoded information for all broadband service locations, atop which broadband maps are overlaid) as the vehicle for reporting broadband service availability data. Additionally, the FCC must put forth specified requirements for service availability data collected from broadband providers, and it must create a challenge process to enable the submission of independent data challenging the accuracy of FCC broadband maps within reasonable windows of time.

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

Land and water conservation fund has been critical to the development of outdoor recreational opportunities in Dubuque. Past grant awards have funded softball field development for youth and adults, open space development in the area of historically significant places along the Mississippi River, and expansion of the E.B. Lyons Interpretive Center at the Mines of Spain State Recreation Area. Each of these developments has been very important to expansion of outdoor recreation. Increased funding of this program is critical to Dubuque as a partnering source for enhancing outdoor recreation for our citizens which increases the health and well-being of the community.

The Outdoor Recreation Legacy Partnership (ORLP) program awards grants through LWCF supporting development of new parks and renovating outdoor recreation infrastructure in underinvested urban communities. Dubuque has leveraged this program twice for a two-phase redevelopment of Dubuque's Comiskey Park. Phase 1 is complete and has been transformational to the neighborhood, and Phase 2 will complete the project in 2026-27. It is a gamechanger. This funding is critical to the efforts where every person, no matter your zip code, can access quality parks and green spaces.

REQUESTED ACTION

Pass the Outdoors for all Act which could codify the Outdoor Recreation Legacy Partnership Program into law. Increase the overall funding of LWCF and support Land and Water Conservation Fund (LWCF) state assistance program receives 40% of LWCF funding as projects are more expensive every year.

Commented [GU1]: maybe change the heading on page 1 to reflect ORLP

Commented [JT2R1]: Great suggestion. Thank you. I've updated the title within the table of contents. Done. ☑

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES

a. COMBINED COMMUNICATION CENTER

The need for a combined 911 Communications Center and Emergency Operations Center (EOC) has been brought to the forefront of the public safety committee after multiple recent events. The current communications center is undersized for the needs of our increased population and calls for service. The center is unable to expand to meet the increasing demands of the emergency calls and for future technologies. The recent disasters that occurred in Dubuque County and the State of Iowa brought the need for a dedicated emergency operations center to the forefront. The city and county now use the classroom areas of the Dubuque County Firefighters Training Center which is converted as needed to an EOC operation. An extended flooding event along the Mississippi River or any other long-term disaster would tax the resources of the city and county and the current set up would hamper our response to disasters. We are experiencing more major weather events and disasters and we have received eight presidential disaster declarations in the past 18 years. With the recent Pandemic, the Communications Center had to spit into two rooms because there was not enough room for the dispatchers to be socially distant from one another due to the small size of the Center. Several call takers had to be moved to another room which caused a slowdown in response times due to not being in the same room. The City's 911 center needs to have room available for expansion. A dedicated EOC will allow local government the ability to enhance response and recovery operations following an event it would also assist us in preparing for planned events that overtax our response capabilities.

REQUESTED ACTION

Assist the City of Dubuque and Dubuque County in identifying funding support for a combined 911 Center/EOC estimated to cost $16-$19 million dollars.

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS

In weighing opportunities for future expansion of fire units, the City must support vital federal programs like the Assistance to Firefighters (AFG) grant program. This program can help the City as it seeks to expand firefighter and paramedic numbers in the future.

REQUESTED ACTION

Support federal efforts to maintain and expand the Assistance to Firefighters (AFG) grant program, including the Staffing for Adequate Fire and Emergency Response program.

c. FIRE STATION CONSTRUCTION GRANTS

Fire Station Construction Grants Act authorizes $1 billion in fire station construction grants to be administered by FEMA. Specifically, it directs FEMA to establish a grant program to modify, upgrade, and construct fire and EMS department facilities. These grants can be used for:

- Building, rebuilding, or renovating fire and EMS department facilities;
- Upgrading existing facilities to install exhaust emission control systems;
- Installing backup power systems;
- Upgrading or replacing environmental control systems, such as HVAC systems;
- Removing or remediating mold;

- Constructing or modifying living quarters for use by personnel; and
- Upgrading fire and EMS stations or building new stations to meet modern building codes and standards as set by the National Fire Protection Association and International Code Council.

REQUESTED ACTION

Support all congressional efforts to introduce and pass the Fire Station Construction Grants Act to provide funds to the City for the purpose of building new fire and EMS facilities.

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM

The U.S. Department of Justice's (DOJ) Community Relations Services (CRS) office is the only federal agency dedicated to working with community groups to resolve conflict and prevent hate crimes. DOJ CRS provides facilitation, mediation, training, and consultation services to improve communities' abilities to problem solve and build capacity. New resources are necessary to rebuild trust between local police departments and the communities they serve. CRS could launch a mini-grant program (up to $20,000 per community) to support facilitated discussions among police departments, civic groups and institutions, and residents, seeking to foster community policing approaches and address barriers to trust across groups.

REQUESTED ACTION

Expand the DOJ's Community Relations Services program to $30 million annually.

9. HOUSING

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The City of Dubuque relies on CDBG money to fund many of its vital programs. Projects that are at least partially funded by CDBG include rehabilitation of rental and owner-occupied housing, lead paint hazard abatement, commercial and industrial building rehabilitation and economic development, childcare referral services, credit repair programs, to support operations of several non-profits providing direct services to income-eligible individuals and families, as part of the community development/neighborhood strategy program. CDBG can be used to further weatherization efforts, and other initiatives proposed as separate increases in the budget. Preparing additional rules and regulation for new programs, when the outcomes can be met in existing programs causes duplicative administrative efforts and required funding for those duplicated efforts. Focusing on programs that are established and produce stated outcomes will help decrease the overall budget of the United States.

The CDBG formula funding has never been adjusted for inflation (since the inception of the program in 1974), even though construction costs, wages, and other program costs have escalated sharply in the past four decades. Continued funding of CDBG is needed to provide the flexibility for communities to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects.

In the FY26 Senate Appropriations Bill, Community Development Block Grant (CDBG) is funded at $3.1 billion (decreased from $3.3 billion, or 6%, in the prior year). CDBG resources create economic opportunity, suitable living environments, and provide decent housing. Nearly half of the households in the City of Dubuque are considered at or below moderate income by HUD's standards, meaning CDBG resources impact a significant number of our local community members. We strongly encourage the consideration to increase CDBG funding in FY 2026.

REQUESTED ACTION

The City of Dubuque asks our congressional members to support the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and urge you to appropriate $3.3 billion in formula funding for the program in FY 2026. CDBG has been critical in meeting the public improvement, public services, economic development, and affordable housing needs in our community. The City of Dubuque also requests increased funding for the administration of the federal Housing Choice Voucher Program.

b. MOBILE HOME COMMUNITY PROTECTIONS

Legislation related to mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. However, the laws both in Iowa and other states have not been updated to reflect this important and highly consequential change. Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy. Mobile home communities can be a viable choice in Iowa's efforts to create affordable housing opportunities across the state. Therefore, review and reform of current law is vital.

REQUESTED ACTION

Support Senate Appropriations proposed funding level of $10 million for competitive PRICE grants.

c. AFFORDABLE HOUSING AND HOMELESSNESS

Homelessness is increasing across the nation due to increased untreated mental health issues, lack of affordable housing, and inflation. Eviction rates in the City of Dubuque are increasing due to the lack of ability to pay rent. Rents are increasing faster than the cost of living due to a low vacancy rate, which is seen across the nation due to a shortage of housing units.

The significant changes proposed by the President's requested FY26 budget would consolidate many of the funding streams under the Homelessness Assistance Grants into one ESG block grant, and would eliminate Continuum of Care funding, which is necessary for permanent supportive housing and rapid rehousing by some of our nation's most vulnerable populations.

REQUESTED ACTION

- Support a minimum of $4.5 billion for HUD's homeless assistance grants, including at least $290 million for the Emergency Solutions Grant program. Reject the consolidation of grant streams under HAG funding; support the Continuum of Care program at $4 billion.

- Support funding of the National Housing Trust Fund and support a direct allocation to local governments once the funds reach $1 billion.

d. ANCHOR INSTITUTIONS

ANCHOR institutions, including hospitals and healthcare systems, colleges, universities, and cultural institutions, are driving economic development, job creation, and private investments in the struggling communities they serve. Over the past decade, a national ecosystem of professional associations, foundations, networks, and consultants has evolved to develop and implement anchor institution-centered approaches to produce targeted community benefits. With this national network of resources in place, federal investment could play a key role in catalyzing and supporting the power of anchor institutions to create vibrant communities. America's cities and towns call for the creation of a new Anchoring Neighborhoods, Communities & Housing to Opportunities for Revitalization (ANCHOR) Institutions Initiative at HUD that would provide $250,000 strategic planning grants to communities to boost economic development and revitalization in neighborhoods through collaboration with key local anchors. These HUD ANCHOR grants would support a local plan and/or pilot program that aligns shared interests and leverages partners' respective strengths to promote improvement in key impact areas: affordable housing, , educational fair access, health and wellness, safe and accessible neighborhoods, healthy nutrition, and workforce development.

REQUESTED ACTION

Create a HUD "ANCHOR Institutions Initiative" $25 million annually.

e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023

The HELPER Act (*S. 1514* / *H.R. 3170*) seeks to amend the National Housing Act to create a tailored mortgage insurance program for first responders and teachers. The HELPER Act aims to provide favorable

mortgage terms and conditions for eligible first responders, including law enforcement officers, firefighters, paramedics, emergency medical technicians (EMTs) and teachers. By establishing a dedicated mortgage insurance program, the bill eliminates the traditional mortgage down payment requirement and monthly mortgage insurance premiums, which can be substantial barriers to homeownership.

REQUESTED ACTION

Support passage of the *HELPER Act S. 978 | HR 2094*

10. ECONOMIC DEVELOPMENT

a. EDA GRANT PROGRAMS

Over the past five years, the U.S. Economic Development Administration (EDA) has dramatically expanded its role in supporting local and regional economic resilience. Since 2019, EDA has invested more than **$6 billion** across **3,000+ projects** nationwide, targeting communities facing economic distress, industry disruptions, disasters, and recovery needs. These investments have helped **create or retain over 550,000 jobs** and have leveraged more than **$67 billion in private investment**, demonstrating EDA's ability to unlock substantial non-federal capital for infrastructure, workforce, entrepreneurship, and innovation initiatives.

EDA funding remains highly competitive and consistently oversubscribed, even as communities face increasing costs for job-creating infrastructure, industrial site readiness, technology adoption, and workforce training. Recent federal emphasis on advanced manufacturing and innovation underscores EDA's growing importance as a catalyst for local economic competitiveness.

> *REQUESTED ACTION*
> The City respectfully requests that Congress **increase annual EDA appropriations** and maintain strong support for programs that fund industrial sites, workforce facilities, innovation infrastructure, and community revitalization. Additional capacity in these programs would allow cities like ours to compete more effectively for transformational projects and accelerate private-sector investment that strengthens local economies.

b. FEDERAL HISTORIC TAX CREDITS

The Federal Rehabilitation Tax Credit is the nation's largest federal incentive promoting urban and rural revitalization through private investment in reusing historic buildings. The credit encourages reinvestment in downtowns, generates jobs, and is instrumental in preserving the historic places that give cities, towns, and rural areas their unique character. For every one dollar invested through the Federal Historic Preservation tax credit, five dollars are leveraged from the private sector. The credit is not paid until all the restoration work is complete and approved by the US Department of Interior. Dubuque has seen total improvements valued at $925million since 1985 in the downtown/Main Street.

The City of Dubuque strongly supports the continuation and expansion of the Federal Historic Tax Credit (HTC), recognizing its transformative impact on revitalizing historic communities and driving economic development. As a city deeply committed to preservation, we align with the advocacy efforts of the National Trust Community Investment Corporation and the National Trust for Historic Preservation in emphasizing the HTC's role as a vital tool for fostering public-private partnerships and enhancing the unique character of our neighborhoods. Historic rehabilitation projects supported by the HTC have catalyzed investment in Dubuque, creating jobs, attracting tourism, and maintaining the integrity of our historic architecture. With the 119th Congress poised to address significant tax policy reforms, we urge lawmakers to protect and improve the HTC, ensuring it remains a strong driver of community revitalization nationwide. Dubuque stands ready to collaborate with national preservation organizations, the Historic Tax Credit Coalition, and advocates nationwide to ensure robust congressional support for this critical program.

Of note: The Historic Tax Credit Coalition is working on a legislative proposal to eliminate the basis reduction requirement for the Historic Tax Credit in its entirety. Experts estimate that making this change would almost entirely make up for the lost value from the new requirement that the credit be taken over five years.

REQUESTED ACTION

We urge you to support the HTC-GO and companion legislation, which will make redevelopment projects more financially feasible and unlock substantial private investment that strengthens Dubuque's historic districts and drives long-term economic growth.

c. NEW MARKET TAX CREDIT PROGRAM

The New Markets Tax Credit (NMTC) program remains a valuable financing tool for major economic development projects in Dubuque, including the Historic Millwork District and the Dubuque Pack site redevelopment. With the program now permanently authorized under HR 1-2025, communities can plan projects with greater long-term certainty. However, rural states and smaller communities continue to face challenges accessing NMTC allocations at the same rate as larger metropolitan areas. Enhancing rural access and encouraging more equitable allocation practices would strengthen Dubuque's ability to leverage the program for transformational projects.

While the NMTC's flexibility is an advantage, its complexity still drives up legal, accounting, and Community Development Entity (CDE) costs, which can significantly reduce the net equity available to a project. Streamlining compliance and reducing transaction costs would improve the program's effectiveness—particularly for smaller or mid-sized projects typical in rural regions—and ensure that more of the incentive directly supports community revitalization.

REQUESTED ACTION

We ask our federal delegation to support reforms that increase access to NMTC allocations, reduce transaction costs, and ensure that the program more effectively supports mid-sized community redevelopment projects such as those underway in Dubuque.

d. CHILDCARE

Access to quality affordable childcare supports our economy by allowing parents to participate fully in the workforce. According to the U.S. Bureau of Labor Statistics, 70% of children under the age of 6 in the United States have all available parents in the workforce, and 55% of children under the age of 5 participated in regular weekly care arrangements prior to COVID-19. More recently, especially post-pandemic, a substantial share of parents report *no formal child-care arrangement at all*. In a 2022–2023 survey, 35% of parents with children under 5 said they had no childcare arrangement.

In general, today's childcare model is not sustainable for either the parent or the childcare provider – the cost is too high for parents to afford compared to their wages, and simultaneously the wages for the childcare providers are too low to attract and retain quality employees. Creating supports for both parents and childcare providers bolsters our workforce and helps our employers retain employees with children. COVID-19 has exacerbated this issue.

REQUESTED ACTION

- Increase the allowable pretax contribution limit for employer-sponsored Dependent Care Assistance Plans (DCAPs) so families have greater flexibility and financial capacity to keep pace with rising childcare costs.. The current federal limit — **$5,000 per household per year** — has not increased in decades and is far below the actual annual cost of childcare in most states (often $10,000–$18,000 for infants).

- Support legislation and increased federal appropriations—particularly through the Child Care and Development Block Grant (CCDBG)—that raise wages and expand benefits for childcare providers to stabilize and grow the childcare workforce.

e. EPA BROWNFIELDS PROGRAM

The U.S. Environmental Protection Agency's Brownfields & Land Revitalization program — first established in the mid-1990s and reauthorized under the Brownfields Utilization, Investment, and Local Development (BUILD) Act — continues to serve as a bipartisan success. The program provides grants and technical assistance to support environmental assessments, cleanup, reuse planning, job training and community engagement to help transform closed factories, abandoned gas stations and other contaminated or under-utilized properties into productive community assets. As of fiscal year 2025, the program has supported the assessment of 41,871 properties, cleanup of 2,969 properties, and preparation of 175,385 acres for anticipated reuse. According to EPA, these efforts have helped leverage approximately $44 billion in combined public and private investment and supported about 226,567 jobs. In May 2025, EPA awarded $267 million in Brownfields grants nationwide — the largest single round of funding to date — signaling a major expansion in capacity. Nevertheless, demand still outpaces supply: many well-scored applications do not receive full funding.

REQUESTED ACTION

Congress should permanently reauthorize the EPA Brownfields Program at or above the historical authorized level ($250 million annually or more), and ensure that subsequent appropriations reflect that authorization. Bolstered by recent infusion of funding under the Bipartisan Infrastructure Law, long-term stable funding would support brownfields cleanup and reuse, spur economic recovery and resiliency, and advance renewable energy deployment, greenspace creation, and equitable redevelopment.

f. ARTS & CULTURE

Arts, culture, the creative economy, and related educational opportunities are powerful forces in our nation's economy. The sector drives tourism and arts-related commerce supports American workers – from graphic and software designers to scholars, architects, artists, performers, and curators - while inspiring our communities in entrepreneurial efforts. Arts and culture institutions and programs allow Americans to dream of fresh possibilities and to expand their horizons as thinkers and citizens in a world of complex ideas and technologies, as well as to contribute to the cultural legacy of the nation. Access to creativity, the arts, and cultural expression is an inherent good; it also can awaken the potential for a better quality of life and advances efforts to preserve and give voice to diverse cultures. Engagement with the arts and cultural experiences allows Americans to fully realize their creative and imaginative potential rooted in cultural heritage as individuals and as communities. This area of legislative consideration also includes funding and support for nationwide humanities work through federal organizations such as the National Endowment for

the Humanities (NEH) which supports the research, education, preservation, and public programs in the humanities.

- In 2023, the arts, culture, and creative economy generated over $1.2 trillion in economic activity, representing 4.2% of the GDP.-In 2024, non-profit arts and culture organizations and their audiences generated $151.7 billion in economic activity which leveraged an additional $78.4 billion in event-related expenditures by their audiences.

- The United States has exported more arts and cultural goods and services than it imported since 2006, including during the Great Recession. The US arts and culture trade surplus increased from $21.5 billion to $36.8 billion between 2022 and 2023.

- The arts and culture sector supported 5.4 million jobs in 2023. In 2022 arts and culture provided $101 billion in personal income to residents and generated $29.1 billion in tax revenue to local, state, and federal governments.

- The NEH budget serves as a significant leveraging tool that has helped create an entire industry of locally based small business and jobs that cannot be outsourced. The NEH estimates that its 2025 investment in grantees will include $9.55 million in support of projects in the humanities.

- The National Endowment for the Arts awarded funds to 1,474 organizations totaling $36.79million to support the arts in all 50 states, Puerto Rico, and Washington DC. A significant percentage of NEA grants go to those who have fewer opportunities to participate in the arts. 34% of Arts Endowment grants take place in high-poverty neighborhoods, reaching low-income audiences of underserved populations. The majority of grants go to small and medium sized organizations (with operating budgets of less than $2million).

The Dubuque City Council prioritizes arts and culture, identifying access to diverse arts and culture experiences for all as one of eight 2037 goals. In 2015, the Arts & Culture Master Plan was commissioned and funded, with the resulting plan adopted in 2016. Since 2005, the City has provided over $5.04 million dollars in financial support to Dubuque arts and cultural organizations through direct grant programs that support operations and new projects and a rotating public art program. According to a 2022 Arts & Economic Impact Study conducted by Americans for the Arts, Dubuque's non-profit arts and culture sector in Dubuque generates $ 70.4 million in annual economic activity, supports 1,527 FTE jobs, generates $6.7 million in local and state tax revenues, and infuses $41.6 million in household incomes to local residents.

REQUESTED ACTION

1. Support the administration's FY26 budget request of $209. million for the National Endowment for the Arts (NEA).

2. Support the administration's FY26 budget request of $209 million for the National Endowment for the Humanities (NEH).

3. Support the administration's FY26 budget request of $294.8 million for the Institute of Museum and Library Sciences (IMLS) within the Labor, Health and Education appropriations bill.

4. Support continued investment in the Elementary and Secondary Education Act (ESSA) and its Assistance for Arts Education (AAE) program.

5. Continue funding the FY24 $2.2 billion Student Support and Academic Enrichment Grants provisions of ESSA under Title IV, Part A, as well as to make explicit the opportunity for the arts to help achieve the equitable access objectives of Title I and the professional development opportunities for arts educators under Title II.

6. Support the Artist-Museum Partnership Act (H.R.1793) which would allow artists to take income tax deductions for the fair market value of their work when they donate it to charitable collecting institutions and enact S.618/H.R. 1704 and pass the Legacy IRA Act (S.243) to expand and strengthen charitable giving to the nonprofit arts sector.

7. Support inclusion and investment in arts in health programs such as the National Initiative for Arts and Health Across the Military led by Americans for the Arts.

8. Support the collection of federal creative economy legislation under consideration. Through public policy, these seven bills can collectively achieve a stronger creative sector, which would drive economic growth and social cohesion, ensuring a better and more creative life for all:
    a. **CREATIVE:** Bill number: H.R. 2485, sponsored by Congresswoman Suzanne Bonamici (OR-01) -- The Arts Education for All Act supports and encourages arts education and programming for youth and adults in early learning centers, K-12 schools, and juvenile justice facilities by clarifying that certain federal programs may support arts education, and requiring states to make a plan to increase access to ats education programs in K-12 schools and juvenile justice facilities..
    b. **PLACE:** Bill numbers: HR 6569 / S.3560**, s**ponsored: Sen. Edward Markey (D-MA), Richard Blumenthal (D-CT), Cory Booker (D-NJ), and Jeff Merkley (D-OR)- The Promoting Local Arts and Creative Economy Workforce Act (PLACE Act) bolsters local creative economies and workers in creative industries. It amends existing legislation to include the arts, creates new creative economy grants, and directs funding for creative businesses.
    c. **CREATE:** Bill numbers: HR 6381 / S.3759 , sponsors: Sen. Brian Schatz (D-HI) John Cornyn (R-TX) Comprehensive Resources for Entrepreneurs in the Arts to Transform the Economy Act (CREATE Act) aligns policy to serve those that make our creative economy prosper. It expands SBA and EDA loan programs and integrates creative work into support programs.
    d. **PATPA:** Bill numbers: HR 721 / S. 1121, sponsors: . Sen. Thom Tillis (R-NC) , Jeanne Shaheen (D-NH)-- The Performing Arts Tax Parity Act (PATPA), a bi-partisan bill in both the House and the Senate, updates the Qualified Performing Artist tax deduction, modernizing a provision that has been on the books since it was signed into law in the 1980's so that middle-class arts workers can deduct common business expenses.

9. Support legislation to invest in the country's creative economy and promote economic inclusion; to recognize artists, entrepreneurs, and nonprofit arts organizations as contributors to the small business community; improve and revitalize rural, remote, and underserved areas; and support the creative economy through federal programs and actions. Direct the SBA and other agencies to ensure existing economic development programs and tools encompass the creative economy; ensure inclusion of creative fields in vocational education and training supports; increase comprehensive measurement of the impact of the creative economy on the overall US economy.

10. Support legislation and programs that improve the health and well-being of the military and veterans' populations through the arts.

11. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

For over 20 years, local public health agencies have been creating, refining, updating, and utilizing their Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, Cyclospora, E. coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we had conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short-term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics and weather-related emergencies etc. in a timely and effective manner.

REQUESTED ACTION

1. Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. A robust national disease data collection and analysis system is needed to prepare for future, outbreaks, epidemics and pandemics.
2. ARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their community Health Needs Assessments and Health Improvement Plans (CHNA/HIPs) and address the "social morbidities" of COVID that will be seen for years if not generations to come.
3. Strengthen the Public Health Workforce through increased funding for state and local public health infrastructure. Specifically, by supporting incentives to diversify the public health workforce and increase public health and healthcare training and loan forgiveness programs
4. Support the creation of a $4.5 billion mandatory fund for core public health infrastructure activities at the CDC and state, local, tribal and territorial public health departments. The Public Health Infrastructure Saves Lives Act would establish this funding to support essential activities such as: disease surveillance, epidemiology, laboratory capacity, all-hazards preparedness and response; policy development and support; communications; community partnership development; and organizational competencies. A reliable, long-term funding stream for these activities is essential for anticipating and responding to future public health emergencies like the COVID-19 pandemic.

b. LEAD POISONING PREVENTION

In 2025, significant cuts were enacted for the CDC's Childhood Lead Poisoning Prevention Program (CLPPP), including eliminating most of the program's staff and potentially cutting its $51 million annual funding, which halted state assistance for surveillance, testing, and prevention efforts for lead exposure in children, creating major concerns for local health departments. The City of Dubuque receives some of this funding from Iowa Health and Human Services (HHS) to conduct lead poisoning prevention and case management

of lead poisoned children activities. Local health departments rely on the states' ability to compile, track and analyze data, providing epidemiology expertise on a state and local level.

REQUESTED ACTION

Restore CDC Lead Poisoning Prevention Funding in the National Center for Environmental Health to continue funds to states, keep CDC health tracking programs, and restore lead poisoning expertise at the CDC.

c. LEAD IN DRINKING WATER

The EPA's new Lead and Copper Rule Improvements (LCRI) rule mandates that all states develop plans to replace all lead service lines within a decade, with some flexibility for states with extensive infrastructure. Federal funding is crucial for municipalities to comply with these regulations. Additional costs for Lead Service Line Replacement (LSLR) under the EPA's Lead and Copper Rule Improvements (LCRI) stem from the mandated full replacement (utility & private side), potentially increasing average costs to $10,000-$14,000 per line, plus expenses for sampling, inventory, corrosion control, filters, and public education, totaling billions annually, though federal funds (BIL) and utility strategies aim to offset homeowner burdens and find efficiencies.

REQUESTED ACTION

Provide adequate funding to states and local municipalities to remove and replace lead service lines.

d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING

Community Health Centers (CHCs) across the country have consistently demonstrated the value of the care they provide. Community Health Centers are an affordable and accessible source of primary and preventive health care for over 52 million underserved individuals nationwide, including 253,000 here in Iowa. In 2025, Crescent served well over 12,000 patients for medical, dental and behavioral health care, with the total showing no signs of decreasing. CHC's provide targeted investments to boost services and enhance the primary care workforce.

One of the largest factors limiting a Community Health Center's ability to provide patients quality care is recruiting and retaining quality providers. Long-term and Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurses, hygienists, and other support staff.

The National Health Services Corps (NHSC) loan repayment and scholar programs are essential recruitment tools for CHC's and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs. Additionally, the Teaching Health Center Graduate Medical Education (THCGME) program trains the future safety net workforce by directly embedding residents within CHCs. CHCs need approximately $20.65 billion annually in CHC and primary care workforce funding to meet patient demand and continue delivering high-quality, affordable care.

REQUESTED ACTION

We urge leaders in both chambers to work together to pass critical, multi-year extension for CHC mandatory funding at the maximal funding level. We also urge passage of an appropriations package that protects Community Health Center funding.
Federal grant funding for the Health Center program needs reauthorization. Requested funding levels include:

- At least $5.8 billion annually for CHCs for two years
- $950 million annually for the National Health Service Corps (NHSC)
- $2.1 billion over five years for the Teaching Health Center Graduate Medical Education (THCGME) program I

e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS

The 340B Drug Pricing Program is an essential source of support for Community Health Centers, allowing them to stretch increasingly scarce federal resources and reinvest in patient care. The program allows CHCs to purchase outpatient drugs at significantly reduced costs. CHCs then use resources from the program to expand healthcare services, help patients access affordable prescription drugs, and improve health outcomes. The 340B program is not funded by taxpayers, and in Iowa, resources generated from Medicaid patients directly impact the state's budget as Iowa Medicaid retains resources from these patients.

Protecting the 340B Program ensures patients have access to affordable, often life-saving prescription drugs and CHCs can reinvest resources from the program back into access. As one of the few programs that is proven to help patients access affordable prescription drugs, we need to safeguard the original intent of 340B.

REQUESTED ACTION

Protect access to the 340B Program to sustain community health centers' essential model of care, lower prescription drug costs for patients, and improve health outcomes.

Expanding Access to Comprehensive Care- behavioral health and dental services.
All Iowa CHCs currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare is particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHC remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms, and generate economic growth through expanded job opportunities, construction, etc.

REQUESTED ACTION

Appropriate funds for capital expenditures to support community health center infrastructure to expand access to care.

f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES

Telehealth services help address geographic, economic, transportation, and linguistic barriers to healthcare access while boosting staff retention and decreasing no-shows and missed appointments. Because CHCs are required to offer comprehensive services in areas of high need, including sparsely populated rural areas,

CHCs are pioneering the use of telehealth to expand access to quality healthcare services, especially behavioral health services, to their over 31 million patients.

REQUESTED ACTION

Congressional action is needed to extend pandemic telehealth flexibilities to allow CHCs to bill Medicare for telehealth as a distant site and for audio-only under the PPS rate.

g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES

Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In 2023, more than 400,000 babies were born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.

H.R. 9049, introduced by Rep. Zach Nunn, would provide grants to states to assist with coordinated maternity care through maternal health homes for pregnant women on Medicaid, including community health centers. Research shows increased access to and utilization of maternity care can reduce instances of pregnancy-related complications, leading to better health outcomes and lower costs to the healthcare system overall.

REQUESTED ACTION

Support legislation that aims to improve access to maternity care and improve outcomes.

12. PLANNING

a. HOUSING & ZONING REFORM

Communities across the nation are confronting the urgent challenges of housing supply shortages and outdated zoning regulations. With a national housing deficit of at least 3.9 million homes, federal leadership is essential to help localities expand housing options and choices that meet the diverse needs of residents. Planners urge Congress and the Administration to champion policies that strengthen local planning capacity, incentivize housing supply solutions, and modernize zoning frameworks to support attainable, equitable, and abundant housing for all.

Economic pressures—including high interest rates, inflation, workforce challenges, and limited housing inventory—underscore the need for immediate federal partnership in advancing locally driven reforms. By aligning federal programs and resources with community-led planning and zoning initiatives, Congress can help unlock development potential, improve economic mobility, and ensure that local governments have the tools necessary to address housing affordability and availability. Locally led zoning reform, supported by strategic federal engagement, is key to building resilient, inclusive, and economically vibrant communities nationwide.

REQUESTED ACTION

- Provide funding for the Pathways to Removing Obstacles to Housing (PRO Housing) program
- Fund and finance adaptive reuse housing projects
- Modernize and expand the Low-Income Housing Tax Credit program
- Renew Opportunity Zones with an improved housing focus
- Fund vital federal housing tools, such as Community Development Block Grants, HOME, Choice Neighborhoods, vouchers, rural housing, and homelessness assistance.
- Improve federal housing finance programs for “missing middle,” multifamily, and mixed-use housing

New funding and fiscal tools are important, but ultimately insufficient to meet the moment and support critical reforms alone. Congress should also act to provide policy research, models, and data; remove outdated and unnecessary regulatory barriers; support key code reforms; and align housing supply and planning with federal infrastructure, economic development, and energy initiatives. Needed policy actions include:

- Direct HUD, in coordination with DOT and other federal agencies, to expand efforts to provide frameworks, models, and analysis for local zoning, building code, and land use reforms
- Create new models for modular housing and remove outdated definitions that limit manufactured and modular housing
- Streamline environmental reviews for targeted housing projects and support state and local building code reforms
- Ensure policies in key existing housing and infrastructure programs meet today’s needs and support a comprehensive approach to community growth and development
- Incorporate pro-housing policies and local reforms into transportation, infrastructure, and environmental programs

b. CERTIFIED LOCAL GOVERNMENT PROGRAM

The Certified Local Government (CLG) program was established as part of the National Historic Preservation Act of 1966 to create federal, state, and local governmental partnerships, provide historic preservation training and technical assistance, and encourage preservation and wise use of historic resources at the local level.

In Iowa, the Certified Local Government program is one of the historic preservation offerings of the State Historic Preservation Office, part of the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs. To participate in the CLG program, a local government must have a local historic preservation program that complies with CLG program requirements. To qualify for or obtain "certified status", the local government must demonstrate that its local historic preservation program meets certain standards.

For the local government, its staff and Historic Preservation Commission, there are some direct benefits of participating in the CLG program. There is free historic preservation training and technical assistance from the State's historic preservation staff. Participating cities and counties receive a start-up preservation reference library for use in developing and administering the program. Cities and counties in the CLG program qualify for a small, competitive, matching CLG grant program that is open only CLG program participants. These federal pass-through grants can be used to underwrite all historic preservation activities except rehabilitation.

In Iowa, the CLG program has helped cities and counties to develop their local historic preservation programs as a tool to help promote downtown revitalization; to protect, stabilize and revive historic neighborhoods; and to provide an authentic foundation for heritage tourism.

REQUESTED ACTION

The City of Dubuque supports continued federal funding for the Certified Local Government (CLG) Program.

13. SUSTAINABLE & RESILIENT COMMUNITIES

The City of Dubuque identified becoming a more sustainable city as one of its top priorities in 2006. Since then, multiple strategies and practices have been implemented to make Dubuque a more sustainable community. In 2016, the City was honored to be recognized as one of the White House's 16 Climate Action Champions. The City is a member of Climate Communities, ICLEI and the Urban Sustainability Directors Network and joins those organizations in supporting local government action on climate change and resiliency as essential for America to achieve energy independence, renew economic prosperity and preserve biodiversity. We are in the middle of an environmental crisis that most acutely impacts those who are already marginalized and vulnerable. Federal policies must empower local governments with the tools and resources to respond to climate and social challenges. We request your support in achieving the following goals:

- Invest in local climate capacity through annual federal appropriations such as the Storm water and Drinking Water funding and Green Infrastructure programs.
- Build self-reliant communities that are prepared for climate impacts.
- Support community revitalization by enacting legislation that enables basic sustainability principles, such as historic preservation, improved energy efficiency, brownfield redevelopment, and community redevelopment.

Local governments rely on the federal government to regulate in sectors where municipalities cannot. This is especially true for environmental regulation, and we advocate for robust federal environmental protections to bolster local governments' climate efforts.

Inflation Reduction Act

Maintain the Inflation Reduction Act and the funding made available to local governments to pay for clean energy, electric vehicles and green building projects; as well as funding for businesses, residents and non-profits. Specifically maintain tax credits and elective pay provisions and continue the home energy efficiency and electrification rebates.

Weatherization Assistance Program

Dubuque, like communities across the country, is striving to increase equitable access to affordable housing for all residents. Excessive energy costs exacerbate the housing cost burden low-income residents experience. On average, low-income households spend 7.8 percent of annual income on energy services, compared to 3 percent of income for all households. Recognizing the increasing cost of energy and the significant impact this required cost has on low- and moderate-income residents, the City advocates for continued sufficient funding of the Weatherization Assistance Program and that funds be used to invest in home improvements wherever possible. By investing in improvements rather than assisting with energy bills, these funds can be used to fix the root of the problem rather than putting a band-aid on it.

National Energy Planning Policy

The City encourages adoption of a long-term, sustainable national energy policy, addressing decreasing availability of petroleum, energy self-sufficiency, economic competitiveness, greenhouse gas emissions, environmental protection, and social equity. This policy should recognize and separate the long-term development of replacement and alternative energy sources from short-term fluctuations in market prices

for energy. This policy should also recognize the impact that energy-efficient land use patterns, building design, and transportation modalities have on the demand for energy.

Data and Measurement

The City recognizes the importance of easy, consistent, and affordable access to energy data at the community level as an integral component of energy, sustainability, healthy communities, and community planning. We advocate for transparent data processes that allow communities to review utility data while also ensuring adequate data security and privacy.

PACE Financing

We encourage federal and state legislation supporting Property Assessed Clean Energy (PACE) financing so that the costs associated with energy efficiency improvements can be shared by the property owners who experience the benefits of those improvements.

Environmental Justice

We support state and federal efforts in striving to attain environmental equity and justice with regard to the siting of energy facilities, resource extraction, energy generation, distribution infrastructure, and energy-related waste disposal.

Distributed Energy Generation

The City supports distributed energy generation systems that utilize community energy generation and "smart grid" public infrastructure that supports both conservation and energy efficiency.

Smart Grid Technology

We support modernization of the nation's electrical grid that will allow for the efficient integration of innovative technologies such as renewable energy systems and electric vehicles and makes it possible to offer dynamic electricity pricing options that can reduce strain on the grid while benefitting consumers. Advances in metering technology also create opportunities to provide consumers with access to more information about their electricity usage and costs, which can inform their decisions about energy consumption.

Research and Development

The City recognizes that in the short-term, oil, coal, and natural gas will continue to be significant sources of energy for the United States and other nations until other forms of energy can be developed at a scale to adequately replace the world's reliance on fossil fuels. Therefore, continued focused research and development in improving the efficient use of these sources while reducing the environmental costs must be a high priority for the United States. We support expanded research and development funding and efforts to create and improve alternative and renewable energy sources and the development of energy transition scenarios for use by local officials and the general public.

Commented [GU3]: How specific can we be? I'd like to say "Continue to maintain and publish the CEJST (Climate and Economic Justice Screening Tool) but also don't want to flag it IYKYK

Commented [JT4R3]: I think you make a very good point here and I'd agree. Typically, I'd say the more prescriptive the better but in this case, I'd leave it as general as it is. Thanks for thinking about it the way you have.

14. INDIAN GAMING REGULATIONS

The City is concerned about the uncontrolled growth of Indian Casinos on off premises (reservation) lands. The City supports legislation that places safeguards on the growth of Indian casinos.

REQUESTED ACTION

1. Rewrite Section 20 of the Indian Gaming Regulatory Act (IGRA), which authorizes reservation shopping. This means that under no circumstances can a tribe that already has land in trust acquire more land that is not contiguous to its reservation and use it for gaming. This will put a permanent end to reservation shopping.
2. Give local communities a seat at the table during the process to mitigate impacts of casinos proposed by newly recognized or restored tribes. This means the tribe and local community must enter into a memorandum of understanding where the tribe must pay the community for mitigation of direct effects of the casino on infrastructure and services like transportation and public safety.
3. Ban any attempts to establish off-reservation casinos outside of the state where the tribe presently resides.
4. Allow States to regulate Fantasy Sports and internet gambling.

15. HUMAN RIGHTS

Human rights in the United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair access for all communities, structural issues continue to shape outcomes in education, housing programs, healthcare, and criminal justice, disproportionately affecting underrepresented communities. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with minimum incarceration terms set by the legislature. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence.

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply the federal sentencing guidelines with individualized reviews that take facts into consideration in determining the appropriate sentence.

b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS

The Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) are useful antipoverty measures that still leave too many people out. In the case of the EITC, the beneficiaries are largely families with dependent children. Childless adults generally find that their EITC is severely inadequate compared to families with children; childless adults receive up to $649 in EITC compared to adults with children who can receive up to $8,046 depending on the number of qualifying children (Internal Revenue Service, 2025). While the One Big Beautiful Bill Act (OBBBA) passed in July of 2025 helped those with children, it did not improve benefits for childless adults. The result is that over 5 million Americans are unable to escape poverty or are further impoverished. Expanding the EITC for childless adults would lift an estimated 5 million Americans out of poverty (Marr & Huang, Childless Adults Are Lone Group Taxed Into Poverty, 2020). As for the CTC, the OBBBA does little for families with low incomes because the phase-in rules pre-OBBBA are still in place. These phase-in rules mean that even more children will be affected because their families don't earn enough to qualify (Tax Policy Center, 2025).

For tax year 2021, the EITC was made more generous on a temporary basis. These changes should be made permanent and expanded even further.

REQUESTED ACTION

Support legislation to permanently expand the Earned Income Tax Credit and/or the Child Tax Credit.

c. INCREASE THE FEDERAL MINIMUM WAGE

At $7.25 an hour, the federal minimum wage has not changed since 2009. Because it has not received any adjustments since that time, the buying power of a minimum wage job has decreased drastically over the years to the point where the federal minimum wage of $7.25 was worth 27% less in 2022 than it was in 2009 and 40% less than in 1968 (Cooper et al., 2022)

The current wage is not enough to support working families. An individual working 40 hours a week would only make about $15,000 a year putting them roughly $17,000 below the poverty threshold for a family of four (HHS.gov, 2025). According to David Cooper (2022) of the Economic Policy Institute, gradually raising the minimum wage to $15 would increase the buying power of minimum wage jobs and would lead to greater wage equality between low and middle wage workers and bring tens of millions of people out of poverty.

REQUESTED ACTION

Support legislation to gradually raise the minimum wage to $15 an hour or more.

d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON

Inmates who learn trades in prison often have difficulty in finding employment when they leave, partially because they have been prevented from getting the licenses, they need to work certain jobs. While inmates may learn useful skills and receive training in prison programs, they are effectively banned from getting a license when they leave. This has far-reaching ripple effects on other issues, such as housing, for ex-offenders. If they are unable to attain steady employment, ex-offenders are much less likely to be able to access housing services. In turn, this can lead to homelessness and a host of additional economic and societal implications.

REQUESTED ACTION

Support legislation that places restrictions on the use of criminal records to disqualify individuals from receiving occupational licenses for jobs such as hairdressers, taxi drivers, trades learned in prison, etc.

e. REAUTHORIZE THE VOTING RIGHTS ACT

The Safeguard American Voter Eligibility (SAVE) Act of 2025 would be a strong deterrent to millions of eligible voters in this country. Restrictions in that legislation include the requirement to show a valid ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. According to the Center for Democracy and Civic Engagement, tens of millions of Americans don't have a valid driver's license, have an expired license, or are unable to obtain a passport or birth certificate because of financial burdens or other difficulties. This means these same Americans would be barred from voting. These issues affect individuals across all party lines; however, they disproportionately affect Black and Hispanic Americans as well as other underrepresented communities.

REQUESTED ACTION

Support legislative alternatives to the SAVE Act, including legislation to modernize the formula that determines which jurisdictions have shown patterns of discriminatory voter-suppression practices, mandate that all voting changes must be announced in public half-a-year before an election, expand the federal government's authority to send observers to the polls, modernize voter

registration with automatic, online, and same-day voter registration, restore voting rights to the previously incarcerated after they complete their sentence, restrict the ability to purge voters from the rolls, reform campaign finance transparency and strengthen FEC oversight, reform redistricting with independent commissions, and standardized criteria and transparency.

f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS

Removing the checkbox that asks about criminal history from initial job applications, commonly known as "Ban the Box," aims to create fairer hiring practices and expand access to employment for people with prior felony and misdemeanor convictions. By allowing employers to first assess an applicant's qualifications, experience, and potential, these policies help ensure that individuals are not automatically disqualified because of their past. Research shows that providing second-chance hiring opportunities supports community safety and economic growth by reducing recidivism and increasing workforce participation (NCSL, 2024). Studies have also found that applicants in cities with Ban the Box laws received higher callback rates and fairer consideration in the hiring process (ILR, 2019). Ultimately, Ban the Box strengthens communities, and helps employers tap into a wider pool of motivated, qualified talent.

REQUESTED ACTION

Support legislation that repeals provisions that prevent individuals with drug convictions from receiving financial aid through FAFSA or, at a minimum, support legislation that allows a student who is convicted of a drug offense involving marijuana possession, without the intent to distribute, to resume or retain federal student aid eligibility while completing a drug rehabilitation program.

g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME

Ensuring safe, affordable housing is the most cost-effective strategy for reducing childhood poverty, increasing economic mobility, and lifting people out of poverty. U.S. housing costs have been rising faster than incomes for some time. According to the Out of Reach Report, affordable rent for a two-bedroom apartment in Dubuque requires an hourly wage of $17.87. Nearly one-third of all Dubuque households are cost burdened, with 1 in 4 renters spending more than 50% of their income on housing costs. Families of color, single mother households, the elderly, and people with disabilities are disproportionately cost burdened. To compound matters, in 2023, only 32% of landlords in Dubuque accepted Housing Vouchers as a source of income. This means that families that are eligible for vouchers may still struggle to find affordable housing where their voucher is accepted.

REQUESTED ACTION

Support legislation that prohibits housing discrimination and requires housing providers to recognize Housing Choice Vouchers as a legitimate form of income.

THE CITY OF DUBUQUE

Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

~~2025~~ FEDERAL LEGISLATIVE PRIORITIES

Table of Contents

FEDERAL FOCUS 2022- 2032 4
GRANT OPPORTUNITIES 4
1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 5
a. RAISE GRANT 5
b. SAFE STREETS FOR ALL (SS4A) GRANT 7
c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 8
2. INFRASTRUCTURE: SURFACE TRANSPORTATION 9
a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 9
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 10
c. 14TH ST RAILROAD OVERPASS 12
d. 14TH ST AND 16TH ST CORRIDOR – CHAPLAIN SCHMITT ISLAND – CENTRAL AVE/WHITE ST – ELM ST13
e. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 15
f. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 15
g. CAPACITY IMPROVEMENTS: US HIGHWAY 20 16
h. PUBLIC TRANSIT FUNDING 16
3. INFRASTRUCTURE: AIR TRANSPORTATION 18
a. AVIATION WORKFORCE SHORTAGE 18
b. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 18
c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 18
d. TSA AIRPORT WORKER SCREENING 18
e. CONTRACT TOWER PROGRAM 19
4. INFRASTRUCTURE: PASSENGER RAIL 20
5. INFRASTRUCTURE: WATER 21
a. WASTEWATER & DRINKING WATER 21
b. FLOODWALL IMPROVEMENT & MAINTENANCE 21
6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 23
a. COMMUNICATIONS 23
b. BROADBAND DATA ACT 28
7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 29
a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 29
8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 30
a. COMBINED COMMUNICATION CENTER 30

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 30
c. FIRE STATION CONSTRUCTION GRANTS 30
d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 31
9. HOUSING 32
a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 32
b. MOBILE HOME COMMUNITY PROTECTIONS 32
c. AFFORDABLE HOUSING AND HOMELESSNESS 33
d. ANCHOR INSTITUTIONS 33
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 34
10. ECONOMIC DEVELOPMENT 35
a. EDA GRANT PROGRAMS 35
b. FEDERAL HISTORIC TAX CREDITS 35
c. NEW MARKET TAX CREDIT PROGRAM 36
d. CHILDCARE 36
e. EPA BROWNFIELDS PROGRAM 37
f. "BUILD BACK PLANNING GRANT" PROGRAM 37
g. ARTS & CULTURE 37
11. PUBLIC HEALTH 41
a. PUBLIC HEALTH FUNDING 41
b. ACCESS TO HEATLH CARE -CRESCENT COMMUNITY HEALTH CENTER 41
c. CLIMATE CHANGE & HEALTH 42
d. LEAD POISONING 43
12. PLANNING 44
a. CLIMATE CHANGE 44
b. ZONING REFORM 44
c. INFRASTRUCTURE 45
d. CERTIFIED LOCAL GOVERNMENT PROGRAM 45
13. SUSTAINABLE & RESILIENT COMMUNITIES 47
14. INDIAN GAMING REGULATIONS 49
15. EQUITY 50
a. MANDATORY MINIMUM SENTENCING 50
b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS 50
c. INCREASE THE FEDERAL MINIMUM WAGE 51
d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON 51
e. REAUTHORIZE THE VOTING RIGHTS ACT 51

~~f. TUITION ASSISTANCE FOR EX-OFFENDERS 52~~
~~g. FULLY FUND HOUSING CHOICE VOUCHER PROGRAM BASED ON ACTUAL NEED 52~~
FEDERAL FOCUS 2022- 2032 5
GRANT OPPORTUNITIES 5
1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS 6
a. BUILDGRANT 6
b. SAFE STREETS FOR ALL (SS4A) GRANT 8
c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT 9
2. INFRASTRUCTURE: SURFACE TRANSPORTATION 10
a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY" 10
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS 11
c. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION 14
d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH 16
e. CAPACITY IMPROVEMENTS: US HIGHWAY 20 17
f. PUBLIC TRANSIT FUNDING 17
3. INFRASTRUCTURE: AIR TRANSPORTATION 19
a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE 19
b. AVIATION WORKFORCE SHORTAGE 19
c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM 19
d. TSA AIRPORT WORKER SCREENING 20
e. CONTRACT TOWER PROGRAM 20
4. INFRASTRUCTURE: PASSENGER RAIL 21
5. INFRASTRUCTURE: WATER 22
a. WASTEWATER & DRINKING WATER 22
6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS 24
a. COMMUNICATIONS 24
b. BROADBAND DATA ACT 29
7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS 30
a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP) 30
8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES 31
a. COMBINED COMMUNICATION CENTER 31
b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS 31
c. FIRE STATION CONSTRUCTION GRANTS 31

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM 32
9. HOUSING 33
a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING 33
b. MOBILE HOME COMMUNITY PROTECTIONS 33
c. AFFORDABLE HOUSING AND HOMELESSNESS 34
d. ANCHOR INSTITUTIONS 34
e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023 35
10. ECONOMIC DEVELOPMENT 36
a. EDA GRANT PROGRAMS 36
b. FEDERAL HISTORIC TAX CREDITS 36
c. NEW MARKET TAX CREDIT PROGRAM 37
d. CHILDCARE 38
e. EPA BROWNFIELDS PROGRAM 39
f. ARTS & CULTURE 40
11. PUBLIC HEALTH 44
a. PUBLIC HEALTH FUNDING 44
b. LEAD POISONING PREVENTION 44
c. LEAD IN DRINKING WATER 45
d. ACCESS TO HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING 45
e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS 46
f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES 48
g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES 49
12. PLANNING 50
a. HOUSING & ZONING REFORM 50
b. CERTIFIED LOCAL GOVERNMENT PROGRAM 51
13. SUSTAINABLE & RESILIENT COMMUNITIES 53
14. INDIAN GAMING REGULATIONS 55
15. HUMAN RIGHTS 56
a. MANDATORY MINIMUM SENTENCING 56
b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS 56
c. INCREASE THE FEDERAL MINIMUM WAGE 57
d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON 57
e. REAUTHORIZE THE VOTING RIGHTS ACT 58
f. EQUAL OPPORTUNITY IN HIRING PRACTICES FOR OFFENDERS 58

g. RECOGNIZE HOUSING CHOICE VOUCHERS AS FORM OF INCOME 59

FEDERAL FOCUS 2022- 2032
GRANT OPPORTUNITIES

~~The year 2024 finds the City of Dubuque with a laser focus on the unprecedented grant opportunities provided by federal government which will continue for another four years. Since 2021 the City of Dubuque and Dubuque County have realized over $100 million in recovery funds for both the public and private sectors. The city's past success is only prologue as efforts continue to secure federal funding for City Council goals and priorities.~~

~~Federal grant programs were established as an intentional effort to move the country out of the economic downturn brought on by the global COVID-19 pandemic of 2020, Congress passed historic legislation in 2021 and 2022. The American Rescue Plan Act (ARPA) and the Bipartisan Infrastructure Law (BIL) both passed in 2021. This landmark legislation provides trillions of dollars of recurring grant opportunities over six years for local governments. In 2022 the trifecta was complete with the passage of the Inflation Reduction Act (IRA) which provides grant opportunities for a decade.~~

~~ARPA fund support was unique in that local governments, for the first time, received a direct subsidy from the federal government to address losses due to the pandemic. ARPA funds targeted personal and public recovery from health and economic hardships caused by the pandemic, BIL seeks to rebuild American infrastructure and restore the nation's competitiveness on a global scale. IRA will invest $300 billion in deficit reduction and $369 billion in climate and energy security over the next ten years. IRA brings the city unprecedented opportunities to compete for grants with a focus on mitigation of climate change, addressing public and private health care, and providing affordable housing.~~

Federal legislative goals for 2026 will focus on commercial air service, water infrastructure, transportation infrastructure, economic development, safety, public health, and housing.

As funding for the city is reduced due to state policy, alternative revenue sources become even more critical. Working strategically with the Mayor and City Council, City staff and our partners, we continue to seek and secure grant funding for City priorities.

1. INFRASTRUCTURE: TRANSPORTATION GRANT PROGRAMS

a. ~~RAISE GRANT~~BUILDGRANT

~~REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT, F/K/A~~ BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

The City of Dubuque has already benefited from this signature US Department of Transportation funding program. A $5.7 million TIGER grant was received in 2010 to support the reconstruction of utilities and complete streets in the Historic Millwork District. Additionally, Dubuque County in partnership with the City received a $5.4 million BUILD grant in 2019 to support a series of roadway repairs, intersection capacity and safety improvements, and a trail extension in the vicinity of the John Deere Dubuque Works facility.

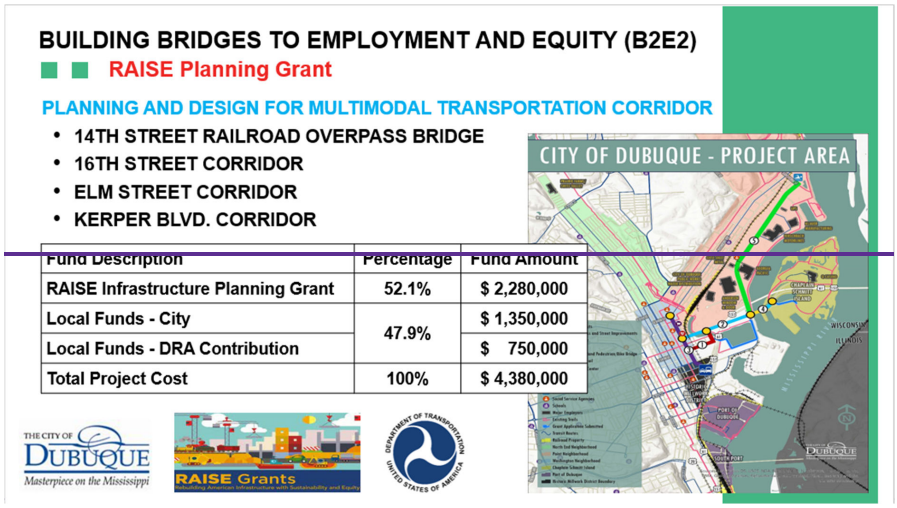
The City applied for USDOT TIGER Discretionary Grants in both 2014 and 2017 however our application requests were not selected. City staff were advised by grant review agency staff that our proposed infrastructure project grant applications were strong, however the projects were not advanced far enough in the planning, design, and environmental clearance development phases for selection consideration. Subsequently, the City applied for a 2021 RAISE Infrastructure Planning Grant which was unsuccessful. A formal debrief with USDOT staff in March of 2022 identified ways in which the project, the narrative and additional data could strengthen the application.

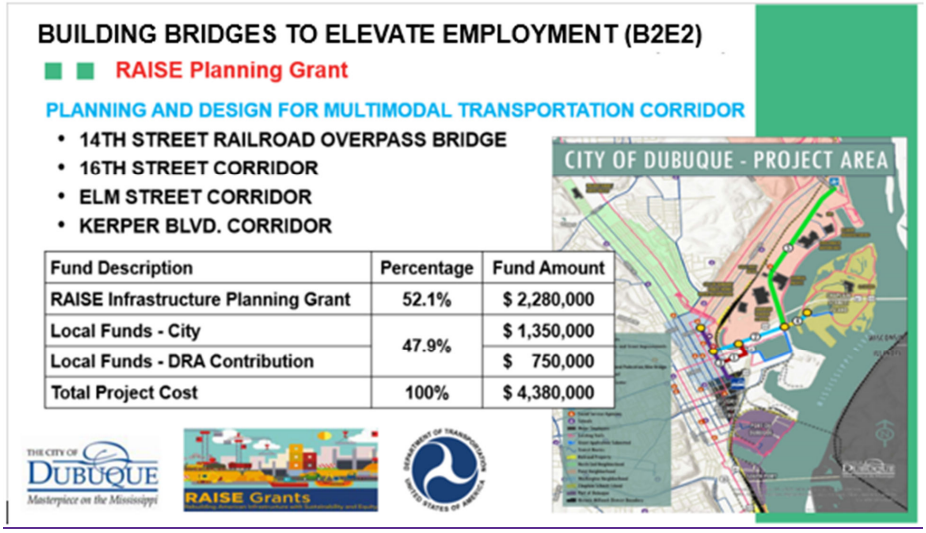
As a result, in an effort to be better positioned for future Federal Discretionary Grant opportunities, the City again applied for a 2022 RAISE Infrastructure Planning Grant to assist with the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, and the proposed 14th Street Railroad Overpass bridge project.

The 2022 RAISE Planning Grant application proposed a project entitled "*Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)*". Through the grant, the City of Dubuque requested $2,280,000 in USDOT RAISE Planning funds to assist with the planning and design of a multimodal transportation corridors which will connect low-income residents with economic opportunities and key community resources in the Kerper Boulevard Industrial Park, on Chaplain Schmitt Island, in downtown Dubuque and its Historic Millwork District, and on the west side of the city via the downtown Intermodal Transportation Center.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)* application was selected to receive RAISE Planning Grant funding. The RAISE grant funding is summarized in the following table:

Fund Description	Percentage	Fund Amount
RAISE Infrastructure Planning Grant	52.1%	$ 2,280,000
Local Funds - City	47.9%	$ 2,100,000
Total Project Cost	**100%**	**$ 4,380,000**





The City completed the consultant selection process in accordance with the Iowa Department of Transportation (Iowa DOT) federal aid consultant selection process. AECOM Technical Services, Inc. was selected as the first-ranked Consultant and the City is through contract negotiations for Professional Consultant Services to complete the Engineering Design and ~~NEPA~~National Environmental Policy Act (NEPA) / Environmental Study Phase to advance development for the B2E2 RAISE Infrastructure Planning Grant project.

On September 5, 2023, the City Council concurred with the Consultant Selection Committee's recommendation in the selection of AECOM Technical Services, Inc. to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the RAISE Infrastructure Planning Grant for the project entitled "Building Bridges to Elevate Employment ~~and Equity~~ (B2E2)". AECOM contract was negotiated, and Iowa DOT / FHWA external audit was approved on January 29, 2024.

City staff, AECOM, Iowa DOT and FHWA staff felt the best approach to develop a contract, scope of services, and negotiated fee was to separate the design services into 2 phases: Phase I (Concept Design / NEPA / Public Involvement / Preliminary Design), and a future Phase II (Final Design). Once Phase I preliminary design and NEPA work elements are completed, City staff will have a more detailed and comprehensive understanding of the scope of the services needed for the next Phase II (Final Design). Through a future Supplemental Agreement, a scope of services and fee amount will be developed for Phase II (Final Design) work.

On February 5, 2024, the City Council awarded the Professional Consultant Services Contract with AECOM and Notice to Proceed was issued to complete the Phase I - Engineering Design and NEPA / Environmental Study Phase.

On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Elevate Employment ~~and Equity~~ (B2E2) Project.

On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.

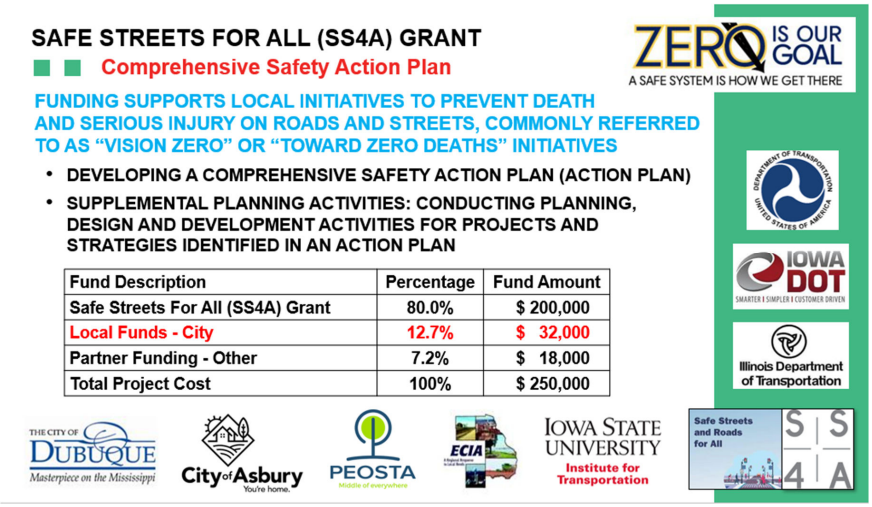
REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving RAISE Planning Grant in the amount of $ 2,280,000, and the RAISE Capital Grant in the amount of $25M. The City of Dubuque requests a categorical exclusion from any further NEPA/Environmental Study to avoid unnecessary delays.

b. SAFE STREETS FOR ALL (SS4A) GRANT

In February 2023, the City, East Central Intergovernmental Association (ECIA), and our regional local partners were notified of our awarded Safe Streets for All Grant. The SS4A grant will assist with developing a regional roadway network comprehensive safety action plan. Iowa State University Institute for Transportation will lead the effort to development of a comprehensive safety action plan for the regional roadway network to achieve the long-term objective of reducing transportation related injuries and working towards zero deaths.

It is the objective of the City, ECIA, and partners to complete an Action Plan so that we have identified potential roadway or intersection improvement projects which will be well positioned to compete for future SS4A Implementation grant opportunities.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving SS4A Grant in the amount of $200,000.

c. DOT TRANSPORTATION, COMMUNITY & SYSTEM PRESERVATION GRANT PROGRAM BUILD GRANT

Last offered in FY2012, DOT's Transportation, Community & System Preservation (TCSP) grant program provided $61 million in funding to plan and implement strategies to improve the efficiency of the transportation system, reduce its environmental impacts, reduce the need for costly future public infrastructure investments, ensure efficient access to jobs and services, boost smart growth development patterns, and leverage private investment. As one of the few direct sources of federal transportation funding available to local governments, the TCSP program should be reintroduced to help meet community infrastructure needs. The City of Dubuque in 2012 received a $600,000 TCSP grant that helped in the reconstruction of Elm Street from 9th to 11th Streets. This "Complete Street" is adjacent to the Jule Intermodal Transportation Center. This street is a key part of the overall Historic Millwork District which has leveraged this federal funding to help stimulate over $100 million in private redevelopment.

REQUESTED ACTION

Reestablish the DOT Transportation, Community & System Preservation grant program to $1 billion annually.

2. INFRASTRUCTURE: SURFACE TRANSPORTATION

The Fixing America's Surface Transportation (FAST) Act is a five-year transportation bill intended to improve and expand the Nation's surface transportation infrastructure, including roads, bridges, transit systems and rail transportation network. This legislation passed in December 2015 and provides direction for transportation activities for five years.

The bill reforms and strengthens transportation programs, refocuses national priorities, provides long term certainty and greater flexibility for states and local governments, streamlines project approval processes, and maintains strong commitment to safety. Reauthorization of the transportation bill builds on and strengthens the innovations begun in MAP-21 in areas such as performance-based planning, safety, design, and freight planning. FAST Act supports policies which expand choices, bolster public health, and strengthen communities.

An extension of the FAST Act passed in 2020 expired in October of 2021. A multi-year surface transportation bill is needed to assure funding for future planning and construction of transportation projects. Support is needed for the Transportation Alternatives Program including the Recreational Trails Program and Safe Routes to Schools. Combined these programs provide for bike and pedestrian projects and safety in our local community. The federal fuel tax was last raised in October of 1993 and is not indexed to inflation, which increased by 77 percent from 1993 until 2020. A long-term fix is also needed for the Highway Trust Fund.

The FAST Act expires in September of 2026. Federal surface transportation reauthorization takes place every five years in Congress and is the process used to renew, fund, and update the programs that build and maintain the nation's roads, bridges, transit, and multimodal networks.

Reauthorization is one of the most important tools Congress has to shape national transportation policy. Typically passed every five to six years, these bills establish funding levels, define federal priorities, and guide how transportation investments are made. These decisions influence which types of projects are eligible, what outcomes are prioritized (such as safety, mobility, economic development, etc.), and how regions access and manage federal dollars.

a. BUILD GRANT FOR "IMPROVING THE NORTHWEST ARTERIAL/JOHN DEERE ROAD CORRIDOR FOR FREIGHT MOBILITY"

Dubuque County was awarded a federal BUILD Grant in the amount of $5,452,023 for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road. The Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road. The Northwest Arterial - State of Good Repair Project will also provide the non-federal local match to the Dubuque County BUILD Grant.

The Northwest Arterial project was originally anticipated to be completed by the Iowa DOT, however as part of the executed Transfer of Jurisdiction Agreement (TOJ), the City agreed to be the lead local agency responsible for completing the Northwest Arterial - State of Good Repair improvements.

Effective January 29, 2021, the TOJ of the Northwest Arterial was completed from the State of Iowa to the City as part of the Southwest Arterial project. As part of the roadway transfer, the Iowa DOT has issued a

state of good repair payment to the City in the amount of $5,672,000 to complete pavement rehabilitation and reconstruction of the Northwest Arterial from US20 to Central Ave / IA3.

Due to the federal funds associated with the BUILD Grant, the Federal Highway Administration (FHWA) is the lead regulatory agency and responsible for administering the project in coordination with the Iowa DOT. As a result of the Northwest Arterial being incorporated into the BUILD Grant, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" together through the Iowa DOT's Office of Contracts bid letting process. Additionally, since the BUILD Grant was awarded to Dubuque County, this required the County to be the lead Contracting Authority for both Projects.

Bids were received on the project by the Iowa Department of Transportation on April 19, 2022 in Ames. Pirc-Tobin Construction, Inc., of Alburnett, IA submitted the low bid in the amount of $14,416,742.87 for the overall project which includes the City Northwest Arterial Project and the County John Deere Build Grant projects. A summary of the project cost breakdown is as follows:

~~Bid~~BUILD Project Cost **Summary**	**Total Bid**
City - Northwest Arterial - State of Good Repair Project	$ 8,~~541,861.54~~674,734.82
Dubuque County - John Deere Road Build Project	~~5,874,881.33~~6,395,401.42
~~**Bid Total - Pirc Tobin Construction, Inc.**~~**TOTAL PROJECT COST**	$ ~~14,416,742.87~~15,070,136.24

Work on both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project began in June of 2022 and was completed in the fall of 2023.

REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal, state and local level for supporting the BUILD Grant to allow for capacity and safety improvements to John Deere Road and the Northwest Arterial freight corridors.

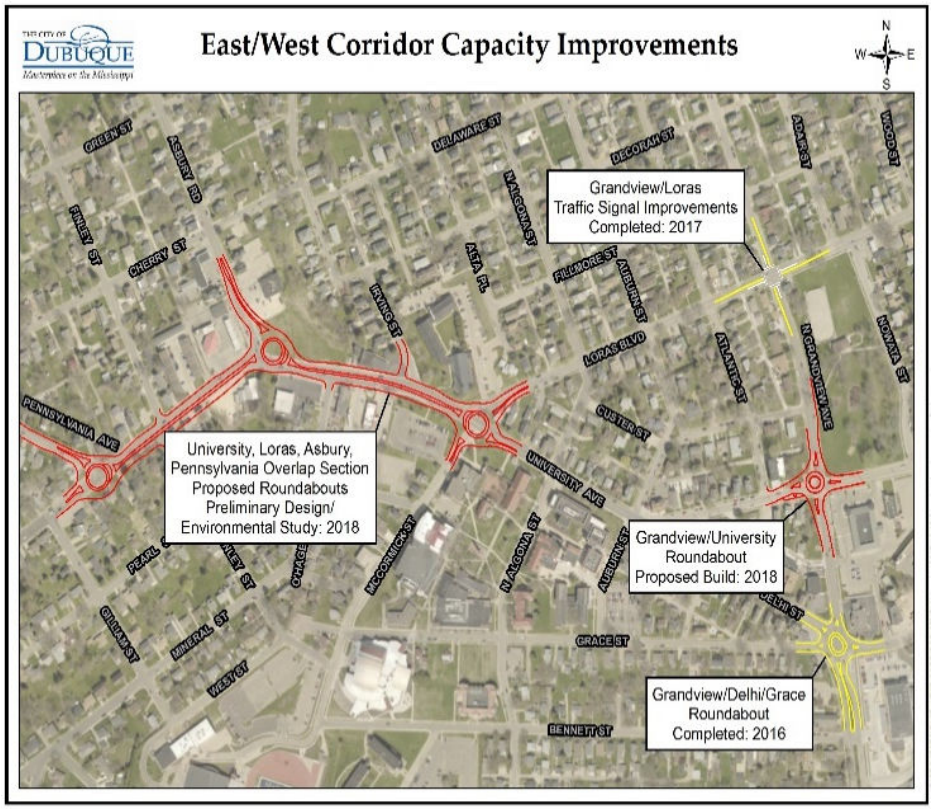
b. EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

In August 2017, the City Council listed the East-West Corridor Capacity Improvement Implementation as a "Top-Priority" in its 2017-2019 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report. The adopted East-West Corridor Connectivity Study report acts as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study includes recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition	2016	$ 853,300
Grandview - Delhi Roundabout	2016	$ 827,000
Loras - Grandview Traffic Signals	2017	$ 370,300
University - Grandview Roundabout	2018	$1,200,000
Total Improvements To-Date		**$3,250,300**



The section of University Avenue, from Pennsylvania Avenue to Loras Boulevard, referred to as the "Overlap Section" was recommended for converting the three intersections along University Avenue to roundabouts.

In July 2018, the City applied for an $18.1 million U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant request to assist in funding both multi-modal and capacity improvements within the identified East-West Corridors. Staff was notified in December 2018 that the City was not selected to receive a BUILD grant.

Following the BUILD grant announcement, the City has an opportunity to move forward and advance the development of East-West Corridor Capacity Improvements utilizing the new Iowa DOT Federal Aid SWAP Policy. Effective October 2018, the new Federal Aid SWAP Policy allows federal funds normally allocated to cities or counties to be replaced with State of Iowa Primary Road funds on a dollar-for-dollar basis. The goal of the new policy is to increase efficiencies and help local governments reduce the level federal oversight, regulations, and requirements. Additionally, the use of Primary Road funds will be reimbursed at 100% of eligible costs which eliminates the requirement for local governments to provide a 20% local match.

In January 2019, the City began the process to de-federalize the East-West Corridor project by paying back the federal funds previously used for property acquisition. On August 19th, 2019, the City received the FHWA final closure acceptance for the defederalization of funds related to the East - West Corridor project.

With the project defederalization is completed, in December 2020, the SWAP Funding Agreement was executed with the Iowa DOT which will allow the City to utilize both local City funding and SWAP funding to begin the preliminary engineering and environmental study phase for intersection capacity improvements along the University Avenue, Loras Boulevard to Pennsylvania Avenue “Overlap Section”.

In December of 2021, the Mayor and City Council approved the selection of HDR, Inc. of Omaha, Nebraska as the Consultant to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

In March of 2022, with the Infrastructure Investment and Jobs Act (IIJA) funding allocation to the State of Iowa, the Iowa DOT announced the increase in new federal funds will require additional Primary Road Funds (PRF) to be used as the State’s local match, which will impact the Iowa DOT’s ability to provide SWAP funds for Local Public Agency (LPA) projects. With the reduced Federal-aid SWAP capacity, the Iowa DOT has informed LPAs that all programs will transition from Federal-aid SWAP to Federal-aid starting in February 2023 for Cities.

Since the East-West Corridor Capacity Improvements are a multi-year, multi-phased project, which transitioned from Federal-aid SWAP (100% funding) to Federal-aid (80%/20% funding), in March 2023, the City was required to identify, and the Mayor and City Council approved as part of the Fiscal Year 2024-2028 adopted budget, the allocation of an additional $2.5 million as the City’s 20% local match.

As a result of the funding shift to Federal Aid, this requires the environmental study phase to be elevated to a Federal NEPA level clearance. Due to the additional level of work to meet the NEPA level regulatory requirements, this added time required to complete the environmental clearance phase by 12 months and added an additional cost to the Consultant design services contract. Once the preliminary engineering and environmental (NEPA) clearance are completed over the next year, corridor impacts will be identified, and property acquisition could begin. Subject to availability of local match funding, property acquisition could take approximately 2 years to complete. Once property acquisition is completed within the Overlap Section, and subject to availability of local match funding, construction to convert the three intersections along University Avenue to roundabouts could begin and would take approximately 2-3 years to complete.

REQUESTED ACTION

Support City of Dubuque BUILD grant application for East West Corridor improvements.

c

~~c.~~ ~~14TH ST RAILROAD OVERPASS~~

~~The Canadian Pacific (CP) Railroad travels through the urban core of the city with numerous at-grade crossings on local city streets in the downtown area. With approximately 15-20 trains passing through Dubuque on a daily basis, pedestrians, vehicles, commercial traffic, and emergency responders have interrupted access the northeast segment of the city. This cuts off the most economically sheltered area of our community from job and shopping opportunities. Rail transport through Dubuque will continue to negatively impact existing at-grade crossings which could potentially be blocked more frequently and for longer periods of time. The City of Dubuque's East – West Corridor flow would also be negatively impacted.~~

~~In August of 2022, the City was notified by the US Department of Transportation that the Building Bridges to Employment and Equity (B2E2) application was selected to receive RAISE Planning Grant funding in the amount of $2,280,000, which will include the planning and design for a proposed 14th Street Railroad Overpass bridge.~~

~~A 14th Street Railroad Overpass Bridge would provide an unimpeded elevated crossing over the existing at-grade railroad track crossing and thus provide unimpeded access to the Kerper Boulevard, the redeveloped 16th Street Corridor, tourism and recreational amenities on Chaplain Schmitt Island, Highway 61/151 into Wisconsin, the Washington and North End neighborhoods, the Historic Millwork District and downtown.~~

~~On February 19, 2025, per Resolution NO. 46-24, the Mayor and City Council authorized the City to submit an application to the U.S. Department of Transportation (USDOT) for a RAISE Capital Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Employment and Equity (B2E2) Project.~~

~~On June 26, 2024, the City received an official award notice from the US Department of Transportation for the RAISE Capital Grant in the amount of $25 Million for the B2E2 project. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million.~~

~~*REQUESTED ACTION*~~

~~The City of Dubuque would like to thank all of its partners at the federal level for all the support in the City receiving the RAISE Capital Grant in the amount of $25M.~~

~~d.~~ ~~14TH ST AND 16TH ST CORRIDOR – CHAPLAIN SCHMITT ISLAND – CENTRAL AVE/WHITE ST – ELM ST~~

~~For the past nearly three decades, Dubuque has engaged in long-term planning and implementation efforts aimed at removing blight, reclaiming abandoned spaces, and redeveloping the City's six-and-a-half-mile riverfront. These efforts have resulted in the redevelopment and success of the Port of Dubuque, Dubuque's Main Street and downtown, and the Historic Millwork District. With the completion of the Bee Branch flood mitigation project, the City continues its focus on redevelopment, turning to the North End neighborhoods, Kerper Blvd and Chaplain Schmitt Island.~~

Completion of the Bee Branch project provides flood protection to some of Dubuque's oldest and most vulnerable neighborhoods. Building on this significant $218 million infrastructure investment are several initiatives led by the City and its partners. These include the City of Dubuque Housing department's CHANGE program which focuses on improving affordable housing stock and neighborhoods on the North End. The City's creation of the Office of Shared Prosperity and Neighborhood Support aims to rebuild job opportunity and entrepreneurship. The Chaplain Schmitt Island Placemaking and Implementation Plan has already prompted an enhanced Veterans' Memorial and reflection pond and will continue to redevelop this tourist amenity through hike/bike trails and additional retail, recreational and entertainment venues for residents and citizens alike, creating another destination attraction on Dubuque's riverfront. Partners at the Dream Center and Steeple Square provide educational programing and event space for residents and other nonprofit organizations of the North End and learning space for students in Dubuque.

None of these initiatives and projects can be successful without connectivity of transportation and broadband infrastructure. Connecting Dubuque's riverfront, downtown and Historic Millwork District with its Intermodal Transportation Center to the North End will require transportation improvements along the 16th Street Corridor, onto and throughout the Chaplain Schmitt Island and to Central Avenue and White Streets.

The 16th Street Corridor approaching the Chaplain Schmitt Island includes the former Dubuque Packing Company site which is envisioned to be redeveloped. Potential retail and mixed-use space are planned and could serve as a regional retail magnet. The 16th Street Corridor transportation access to this space is constrained. Current transportation routes do not meet the needs of the planned mixed-use activities.

Planning envisions the development of a Complete Street along the 16th Street Corridor with roundabout access to the former "Pack" site at Sycamore and Marsh Streets, continuing on to a roundabout at Kerper Blvd and 16th Street and finally the construction of a roundabout on Chaplain Schmitt Island. Transportation infrastructure would also include construction of a separate bike/pedestrian bridge across the Peosta Channel, and creation of a mixed-use trail connecting Chaplain Schmitt Island with the City's transit hub (Intermodal Transportation Center) to better support the movement of workers, tourists, and freight.

In August of 2022, the City was notified by the US Department of Transportation that the *Building Bridges to Employment and Equity (B2E2)* application was selected to receive RAISE Planning Grant funding in the amount of $2,280,000, which will include the planning and design of a multimodal transportation corridor and Complete Street improvements to the Elm Street corridor, and the 16th Street corridor.

The City has received a B2E2 $25 million grant to complete the over $40 million 14th Street Railroad overpass project.

Central Avenue and White Streets corridors are poised for improvements in the coming years. Planning is underway for streetscape and potential building improvements.

REQUESTED ACTION

Dubuque has multiple transportation improvements envisioned in order to continue the community's work enhancing tourism destinations on the riverfront and expanding economic development on the North End and Central Avenue/White Street Corridor. Increased federal funding for existing transportation programs that support all modes of transportation including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program, Transportation Alternatives (Trails, Safe Routes to School), Surface

~~Transportation Block Grant Program and Small Starts are requested. The City also needs assistance working through the environmental assessment requirements for the 14th Street Railroad overpass to build the project before the train traffic doubles.~~

~~e~~. NORTHWEST ARTERIAL/HIGHWAY 20 INTERSECTION

The City of Dubuque supports the implementation of capacity improvements along the Highway 20 corridor and the Northwest Arterial intersection. This intersection is experiencing operational challenges which will only be compounded now that the Southwest Arterial/ US52 is completed, and commercial traffic is rerouted from the downtown urban core. The recommended capacity improvements will allow traffic to travel along Highway 20 more efficiently and safely, from the Northwest Arterial to the Southwest Arterial/ US52 interchange. The Iowa DOT has completed a capacity improvements study and has identified the preferred roadway corridor and intersection improvement. The Iowa DOT is currently evaluating alternatives for both funding and phasing the implementation of capacity improvements.

REQUESTED ACTION

Continue to support the Iowa DOT efforts to implement improvements along the Highway 20 corridor and the Northwest Arterial intersection for safe and efficient travel to the Southwest Arterial/ US52 interchange.

~~f~~d. SOUTHWEST ARTERIAL (US HIGHWAY 52) PEDESTRIAN / BIKE SHARED USE PATH

After nearly 30 plus years in the making, it is with great appreciation in celebrating the completion of the Southwest Arterial / US Highway 52 project, which was ~~opening~~opened to vehicular traffic on August 17, 2020.

The final cost projection for the fully completed 4-lane freeway is approximately $160 Million. This historic milestone achievement would not have been possible without the strong collaborative partnerships with the Iowa department of Transportation and Dubuque County.

Future Initiatives

As part of the 4-lane highway construction, grading was also completed for a future bike pedestrian shared use path from US Highway 20 to US Highway 61/151. To accommodate the future trail - several of the bridges along the corridor incorporated a separated shared use on the bridges. A future initiative will be to pave the 6.1-mile bike pedestrian shared use path which will complete a connection between the Heritage Trail and the Mines of Spain Recreational Area.



REQUESTED ACTION

The City of Dubuque would like to thank all of its partners at the federal and state level for all the support in making the Southwest Arterial, our #1 surface transportation project a reality and now is seeking $6 million to fund paving the bike and pedestrian shared use trail that has been graded as part of the project.

~~g~~e. CAPACITY IMPROVEMENTS: US HIGHWAY 20

Transportation infrastructure connectivity is essential to a vibrant economy and thriving community.

REQUESTED ACTION

The City of Dubuque supports completion of four-lane construction on Highway 20 to Chicago. To accomplish this project and other significant highway and interstate capacity improvements, the City supports efforts to identify a long term, sustainable revenue source that keeps the Highway Trust Fund fully funded to be used for rebuilding and maintaining infrastructure.

~~h~~f. PUBLIC TRANSIT FUNDING

The new infastructure BIL provides stable formula funding and competitive grant program to address bus and bus facility needs. The BIL is greatly appreciated for increasing operational needs, but supply chain issues are still causing a major delay in technology and equipmen leadtimes and cost increases.

The City of Dubuque has received a planning grant to analyze travel patterns in the community and develop a replicable model for responding to travel demand through planning of transportation investment that incorporates all modes - car, bus, bike and pedestrian. The goal of this research is to create a more efficient and cost effective public transit system modeling tool for cities under 100,000 population.

This research effort and integrated approach to addressing community travel needs will provide opportunities to expand public transit service to our citizens. Without additional operating funding to support current services and new operating grant opportunities to expand services, implementation of this project could be limited.

Technical assistance for cities interested in undertaking bus rapid transit projects earlier in the planning stages would also be appreciated. Currently, most planning must be complete and Small Starts funding already secured for a city to be eligible for this type of assistance. Operational funding to support ongoing route analysis and planning at the transit system level would be helpful as well.

Capital funding for vehicles and onboard technology replacement are needed. Many vehicles in Iowa, and Dubuque specifically, are at or near the end of their useful life. Onboard technology provides essential data for management and dispatch personnel as well as drivers and passengers, but to upgrade or replace this technology fleet-wide is costly. Stagnant operational funding and limited capital funding opportunities make developing responsive, cost-effective public transit opportunities difficult.

REQUESTED ACTION

Support increased funding for operational funds through the 5307 program and pursue additional grant funding for bus replacement to include four new transit vehicles, specifically two smaller, heavy duty, thirty-foot GILLIG buses and two mini buses.

3. INFRASTRUCTURE: AIR TRANSPORTATION

a. AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE

Modernize Small Community Air Service Development (SCASD) Essential Air Service (EAS) to meet today's evolving small community and industry needs.

REQUESTED ACTION

Continue to appropriate funds for Air Service Development and Essential Air Service Programs identified in FAA Reauthorization Act 2024 and include modification to programs that will help restore and retain commercial air service in airports that lost all commercial service such as DBQ.

b. AVIATION WORKFORCE SHORTAGE

Congress must take immediate action to address the aviation workforce shortage through multiple programs and initiatives. Aviation workforce shortages are creating a strain felt across the industry and is being felt most by the smaller communities who are struggling to maintain their basic service, or have lost service altogether.

REQUESTED ACTION

Appropriate funds toward Aviation Workforce identified in FAA Reauthorization Act 2024: Aviation Workforce Development Programs, Airport Service Workforce Analysis

c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM

~~b.~~ Congress pass the following legislation related to airports past FAA mandated use of PFOS and PFAS in Aqueous Film Forming Foam (AFFF).

~~AIR SERVICE DEVELOPMENT AND ESSENTIAL AIR SERVICE~~

~~Modernization of Air Service Development and Essential Air Service to meet today's evolving small community and industry are vitally needed.~~

REQUESTED ACTION

Appropriate ~~funds for Air Service Development and Essential Air Service Program identified in FAA~~the $350 million authorized by the FAA Reauthorization Act of 2024 ~~and include Dubuque in the federal subsidy programs that will help get Dubuque commercial air service.~~

towards a~~c. REPLACEMENT AND LIABILITY OF AQUEOUS FILM FORMING FOAM~~

~~Congress can aide airports with liability legislation that holds airports harmless for present and past use of PFOS and PFAS in Aqueous Film Forming Foam as mandated by the FAA.~~

~~*REQUESTED ACTION*~~

a. ~~Appropriate Funds toward~~ PFAS Replacement Grant Program~~ identified in FAA Reauthorization Act of 2024.~~ .

~~A. One-time initial acquisition, disposal, cleaning or disposal of existing equipment, acquisition of equipment.~~
~~B. Replacement of AFFF concentrate relative to total AFFF requirement under 139~~

b. ~~-~~Pass Legislation that exempts airports from enforcement actions under the CERCLA or other State and Local environmental laws related to the use of PFOA/PFAS.

d. TSA AIRPORT WORKER SCREENING

The need for Airport Worker Screening remains necessary in the ever-evolving homeland security landscape.

REQUESTED ACTION

Require TSA to retain the roles the agency was created to execute following 9/11, instead of placing that unfunded burden on Airport's. One of TSA's founding purposes was to provide consistent security screening across the National Airspace System, and now critical security screening tasks are being placed back into pre-9/11 processes and programs.

e. CONTRACT TOWER PROGRAM

Safety and common-sense dictates continued funding of the ATC program and the contract tower program or restoration of FAA staffing of these facilities. A United States Department of Transportation Office of Inspector General Report Number AV-2013-009, issued on November 5, 2012, found that "a contract tower cost, on average, about $1.5 million less to operate than a similar FAA tower." The report further stated, "contract towers had a significantly lower number and rate of safety incidents compared to similar FAA towers."

REQUESTED ACTION

We urge Congress to continue to fully fund the Contract Tower program

4. INFRASTRUCTURE: PASSENGER RAIL

~~Through the Envision 2010 process, Dubuque residents identified the return of passenger rail to Dubuque as one of its top ten priorities.~~ Local passenger rail advocates established a passenger rail citizen group, "Ride the Rail," to engage the public, secure support and promote the return of passenger rail service between Chicago to Dubuque.

The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing state and local funding for the feasibility study of passenger rail return between Chicago and Dubuque. Federal funding support for passenger rail projects provides the critical next step for the return of passenger rail service between Chicago and Dubuque.

REQUESTED ACTION

Encourage Illinois Department of Transportation efforts to obtain federal funding for passenger rail service from Chicago to Dubuque.

5. INFRASTRUCTURE: WATER

a. WASTEWATER & DRINKING WATER

The nation's wastewater and drinking water infrastructure is experiencing an infrastructure need of $655 billion over the next twenty years. We congratulate Congress on the passage of the Bipartisan Infrastructure Legislation (BIL) which includes $105 billion in water infrastructure funds.

The City of Dubuque has ongoing funding needs for drinking water and clean water infrastructure. The State Revolving Loan (SRF) program has been very effective in helping the City address water infrastructure needs.

For every federal dollar of SRF spending, 21.4% is returned to the federal government in the form of taxes and on average, 16.5 jobs are created for every 1 million spent through SRF; each job is estimated to bring about $60,000 in labor income. Infrastructure investments create 16 percent more jobs than equivalent spending on a payroll tax holiday, 40 percent more jobs than an across-the-board tax cut, and more than five times as many jobs as temporary tax cuts.

Every million dollars of SRF spending results in $2.95 million of input in the U.S. economy. This is a smart investment complimenting a narrow federal role of ensuring modern, efficient infrastructure. Since this is a loan program, SRFs leverage resources from all levels of government and the private sector empowering state and local governments. SRFs are voluntary, thereby reducing regulatory burdens on businesses.

Dubuque has utilized SRF funds for two major projects, the Bee Branch project and the Water and Resource Recovery project. Dubuque is poised to now include lead service line replacement funds through SRF or other federal infrastructure grant funds. The SRF funding source is critical to cities.

REQUESTED ACTION

The City of Dubuque supports the expansion of grant funds and SRF forgivable loans available through the Bipartisan Infrastructure Legislation (BIL) for water infrastructure needs, particularly the city-wide lead service line replacement program, the Catfish Creek sanitary sewer improvements, and other priorities.

~~b. FLOODWALL IMPROVEMENT & MAINTENANCE~~

~~The Senator John C. Culver Flood Wall system was built between 1967 and 1974 at a cost of $11 million dollars. Over the past nearly fifty years it has provided protection valued in the billions of dollars.~~

~~Over the past five years, City staff along with US Army Corps of Engineers staff have continued to monitor the flood resilience of the flood system at Dubuque. It has been determined that a new pumping station should be constructed to replace the current gates and pumps at the Bee Branch which was originally constructed prior to the federal flood control project. The City was fortunate to be awarded a $2.5 million EDA grant to offset some of the $14.5 million in estimated construction costs. The City is also looking to take advantage of the SRF program to fund a portion of the project cost. It has also been determined that burying the "I" wall in South Port would strengthen its resilience.~~

~~*REQUESTED ACTION*~~

~~Continued support for funding for Dubuque's critical flood prevention infrastructure, including $15 million for new flood wall gates and pump station improvements on Kerper Boulevard at the 16th Street Detention Facility and $14.7 million to bury and strengthen the South Port "I" wall.~~

6. INFRASTRUCTURE: BROADBAND & TELECOMMUICATIONS

a. COMMUNICATIONS

As a member of the National League of Cities (NLC), the United States Conference of Mayors, and the National Association of Telecommunications Officers and Advisors (NATOA), the City of Dubuque joins these organizations in acknowledging that the historic transformation of our communications infrastructure is essential to the economic competitiveness of the local governments, states, and the nation.

Preserve local authority to manage public rights of way for the benefit of everyone.
Maintaining public right of way and ensuring shared use~~,~~ for the benefit of the public through partnerships and cooperative agreements, ~~benefit the public,~~ not only ~~with~~ monetary payments, but most importantly a maximum investment in broadband and communications for the benefit of the community. This is a win-win for the community and communications providers to get the needed services to residents and businesses in a timely and economically competitive way.

Protect local authority to establish taxes that are consistent with local needs and maintain adequate revenue.
Local governments recognize and support efforts to modernize the collection and administration of local communications taxes, but in a manner that preserves the ability of local government to impose and collect taxes to fund vital services for its citizens consistent with local values.

Protect and enhance local ability to provide for homeland and hometown security.
Local government's first responders need fully deployed E911, access to spectrum and funding for interoperable communications to protect the public.

Recognize local roles in promoting nondiscriminatory access to the full range of communications services.
Municipalities are helping to bring advanced services to individuals and small businesses. Cities must have the autonomy necessary to encourage competition and infrastructure deployment that will lower prices and improve service quality for their citizens.

REQUESTED ACTION

- Do not nationalize cable and video franchising.
- Protect local governments' ability to facilitate or offer advanced communications services to their citizens.
- Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.
- Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.
- Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services.
- Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.

Local Government Principles for Communications Policy Modernization
We believe that Congress and state and local governments can achieve these goals by embracing the following principles:

- **State and Local Authority**
  The City of Dubuque supports a balanced federalist approach that encourages new innovation and technology while preserving appropriate authority for state and local governments to protect their citizens — particularly in relation to public safety and homeland security, promoting local competition, promoting economic development, taxation, expansion of access to advanced networks, rights-of-way management, and consumer protection.

- **Public Safety**
  State and local public safety agencies rely heavily on communications services and systems to protect public safety. In order for states and localities to carry out this mission, it is essential that important obligations, such as 911 and CALEA, be applied to all relevant communications platforms, regardless of technology. States and localities must also have sufficient spectrum and funding to obtain interference-free, interoperable emergency communications. In addition, it is important to preserve and strengthen the ability of state and local government to protect and warn the public through emergency alert systems.

- **Use of public property and right-of-way**
  State and local governments are the trustees of public property and must retain the power to manage those assets for the benefit and safety of the community.

- **Municipal Broadband**
  State and local governments can play an important role in making advanced services, including broadband services, available to their citizens, based on specific local needs and conditions. Federal policy should promote the rights of local governments that choose to offer those services directly to their citizens.

- **Video Franchising**
  The federal government should not preempt or restrict local authority to negotiate mutually beneficial agreements and grant franchises to video providers. Public, educational, and governmental channels are important tools citizens use to participate.

City of Dubuque Supports:
Legislation that preserves and extends municipal government authority to provide communications services to their constituents.

Legislation that overturns the FCC cable franchise order and returns to the local franchising scheme set out in the Cable Communications Policy Act of 1984.

The City of Dubuque opposes a wireless tax moratorium.

Ensuring expanded access to multichannel video programming is an important role of local government.

Ensuring fair access to digital ~~equity is achieved~~resources by addressing inequalities of availability, affordability, and accessibility of technology~~—~~—specifically high-speed internet.

Net neutrality rules require that internet providers treat all internet traffic equally, outlawing practices like traffic throttling or paying for content to be prioritized.

Expanded Access
States and localities support policies and programs that advance access to communications services and ubiquitous broadband deployment in all areas of the country. Current initiatives that promote universal and affordable access to communications services include the federal and state universal service funds, the ERate program, Affordable Connectivity Program (ACP,) urban and rural infrastructure support mechanisms, and obligations ensuring equitable cable and broadband deployment.

ACP
Galvanized by the pressure of COVID-19, a bipartisan Congress created the ACP with $14.2 billion in funding in November 2021. The program provides eligible households a discount on Internet services of up to $30 per month—and up to $75 per month on qualifying Tribal lands. It also provides a one-time discount of up to $100 towards a laptop, desktop, or tablet from participating providers.

Since then, the ACP has helped provide Internet to over 20.5 million American families and veterans. Thanks to the ACP, low-income households can afford the access they need for work, education, healthcare, and democratic engagement in the digital age. The data shows that we are making real progress on the affordable access problem that has plagued the U.S. for over a generation. Broadband connectivity is essential to maximizing educational opportunities, stimulating economic growth, lowering healthcare costs, investing in a skilled workforce, and connecting individuals with their loved ones.

The ACP's funding has expired, relegating those Americans to second-class status again unless Congress steps up to replenish the fund. In addition to availability and accessibility, ACP directly addresses the best known factor contributing to the digital divide—price.

REQUESTED ACTION
Government leadership needs to ensure the ACP's continuation and appreciate the urgency. By extending ACP funding, Congress can ensure the program continues to provide enduring opportunities for all Americans.

Taxation
States and localities should retain full flexibility, as does the federal government, to structure their tax policies in ways that best serves their citizens.
~~REQUESTED ACTION~~
~~Any changes to the collection and administration of communications taxes, including extensions or modifications of the Internet Tax Freedom Act, must preserve local authority to collect revenue consistent with local needs.~~

Consumer Protection
States and localities are best positioned to respond effectively to a wide variety of consumer concerns, including but not limited to complaints related to service quality and affordability, reliability, deceptive practices, billing practices, privacy, and criminal activity.

Wireless Zoning and Siting

It is essential for local communities to be able to address the expansion of wireless facilities to promote the deployment of advanced communications while also protecting the interests of citizens in safety, sound planning, and aesthetic concerns. Cellular carriers have petitioned the FCC to create new, onerous regulations that would make it more difficult for local governments to carry out their responsibilities in this area. The Communications Act prohibits such FCC regulation. Congress should ensure that the balance struck in federal law is not overturned by agency action.

In 2019 the City established a Small Cell Aesthetics guideline which outlined permit procedures, design standards and location preferences. The goal is to encourage preferred locations, collocation, and maintaining the unique community character and distinct aesthetics using "stealth" techniques and, for our residents, providing advance notification of pending applications. Congress should support the City's efforts in establishing and implementing such standards for the welfare of all.

Local government strongly endorses promoting competition for all consumers and treating like services alike. The elected leaders of our nation's cities and counties stand ready and willing to welcome video competition in their communities. Centralizing franchising at the federal or state level, however, limits the benefits of head-to-head video competition to a chosen few, and deprives consumers of important protections.

The FCC

Although the courts have upheld the transparency rule but vacated the no-blocking and no-unreasonable-discrimination rules, there is no guarantee from the FCC of net neutrality. The new arrangement stands to benefit large ISPs immensely while potentially harming small start-ups, entrepreneurs, and consumers especially in locations where providers are limited.

Although there is a disclosure requirement and providers are prevented from engaging in unfair, deceptive, and anticompetitive practices, issues will be handled ***after*** occurring and providers could bypass unfair practices in the name of "reasonable, network management."

REQUESTED ACTION

1. States where statewide or state-controlled franchising is currently in place do not see greater or faster video competition deployment than states where it is not.

2. Franchises do not just provide permission to offer video services. They are the core tools local government uses to manage streets and sidewalks, provide for public safety, enhance competition, and collect compensation for private use of public land. Eliminating local franchises deprives local government of the power to perform basic functions.

3. Competition is for everyone. Current national policy implemented through franchises encourages competition throughout the country, not just in urban or suburban areas and not just for the wealthy. In less than ten years, under the current system, broadband service has been made available to 91 percent of all homes passed by cable.

4. Neither Congress nor the FCC should try to manage local streets and sidewalks from Washington. National franchising would abrogate a basic tenet of federalism by granting companies access to locally owned property on federally defined terms.

5. Market factors, not local governments, control the pace of new broadband deployment. Telephone companies have not yet seriously dedicated resources to negotiate franchises in many markets. Potential video competitors require relatively few franchises to implement their announced business plans (for AT&T 1,500-2,000 franchises, for Verizon 100-200 franchises).

~~• Restore the FCC's Spectrum Auction Authority. The FCC is responsible for managing and licensing the electromagnetic spectrum for commercial users and for non-commercial users including: state, county and local governments. This includes public safety, commercial and non-commercial fixed and mobile wireless services, broadcast television and radio, satellite and other services.~~

~~• Immediate necessity for Congress to reauthorize the FCC's authority to auction spectrum licenses, which is vital for the U.S. to remain competitive in wireless and broadcast services. Development of a long-term strategic spectrum pipeline to meet future demand and maintain U.S. leadership in technological innovation.~~***Tech Entrepreneurship and Competition.***

States and localities benefit from, and support, competition and innovation and technology neutrality. When a fully competitive market does not exist, states and localities must retain the authority to ensure nondiscriminatory access to essential facilities, to prevent incumbents from using market power to stifle competition and innovation, and to maintain consumer safeguards when market forces fail.

There are arguments for and against net neutrality. The City of Dubuque supports efforts for Internet to remain a level playing field for all and the FCC to protect an "open internet." Given Dubuque's focus on small business and innovation, Dubuque would likely be impacted by the anti-competitive risks that come with ending net neutrality more than other Iowa communities.

REQUESTED ACTION

The City supports legislation that would restore net neutrality.

Broadband Acceleration Initiative

In 2016 the City of Dubuque launched its Broadband Acceleration Initiative. Operating primarily in public/private collaborations, the Initiative has been a resounding success by increasing broadband access, capacity, speeds, and competitors. Every business center has redundant high-speed access and a five-year fiber-to-the-home build-out is underway. Recently the City has added a strong ~~equity~~fair access component to the initiative, beginning with free local Wi-Fi and low-cost access options in our lowest income census tracks. Universal, affordable, high-speed access is the goal, and we are making progress. However, that progress is hampered by outdated governmental data, policies, and funding priorities. We believe that the following Federal Broadband Initiatives/Efforts are critical to the continued success of Dubuque's Broadband Acceleration Initiative.

REQUESTED ACTION

1. Continued efforts to produce Immediate and accurate revision of FCC broadband access maps. It has been acknowledged by industry and both political parties that these maps, which underly both federal policy and funding decisions on broadband, are outdated, use inaccurate information and are subject to manipulation by incumbent carriers.

2. Until consensus mapping and data is available, uncouple federal broadband funding decisions from the current FCC "targeted service area" calculations. As an example, when using ACS census data, Dubuque shows several lower-income census tracts where 25% to 30% of

households reporting no consistent internet access. However, the "TSA" map by the FCC shows no (zero) targeted service areas anywhere in the community of Dubuque.

3. Utilize a definition of “served” areas in the realm of broadband connectivity to include the measures of affordability, availability and accessibility. The problems of available, affordable, and accessible connectivity, in light of a growing number of devices, and capacity to deliver a consistent, usable broadband technology in more densely populated areas are significant factors contributing to the uneven digital ~~inequity~~access that exists among residents.

Provide flexibility for the USDA ReConnect Loan and Grant Fund and other broadband access programs to allow rural and small urban areas (under 100,000 in population) to collaborate on broadband infrastructure and costs. These areas are intimately connected via transportation networks, labor-sheds, power systems, and the like. The ability to scale rural efforts via collaboration with small urban areas would accelerate broadband access to both. From a policy perspective, allow municipalities to treat broadband access as an essential corporate purpose and dissuade state policymakers from creating state level barriers for municipal action on broadband.

b. BROADBAND DATA ACT

The availability of accurate and readily accessible data, consistent collection methods across all carriers/providers and data visualization tools provides a potential means of maintaining an open and fair internet. By guaranteeing comprehensive, quality information on broadband access, bandwidth, and speeds across all delivery methods, will result in an ability for cities to monitor services in our communities. The outcome of this initiative ~~results in an~~is the ability to identify and respond to gaps in telecommunications ~~equity needs~~access in communities ~~serving those~~ most needing broadband services.

REQUESTED ACTION

Support the FCC must collect and disseminate granular broadband service availability data (broadband maps) from wired, fixed-wireless, satellite, and mobile broadband providers. To do this, the FCC is required to establish the Broadband Serviceable Location Fabric (a dataset of geocoded information for all broadband service locations, atop which broadband maps are overlaid) as the vehicle for reporting broadband service availability data. Additionally, the FCC must put forth specified requirements for service availability data collected from broadband providers, and it must create a challenge process to enable the submission of independent data challenging the accuracy of FCC broadband maps within reasonable windows of time.

7. INFRASTRUCTURE: PARKS AND RECREATIONAL AREAS

a. LAND AND WATER CONSERVATION FUND (LWCF) - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

Land and water conservation fund has been critical to the development of outdoor recreational opportunities in Dubuque. Past grant awards have funded softball field development for youth and adults, open space development in the area of historically significant places along the Mississippi River, and expansion of the E.B. Lyons Interpretive Center at the Mines of Spain State Recreation Area. Each of these developments has been very important to expansion of outdoor recreation. Increased funding of this program is critical to Dubuque as a partnering source for enhancing outdoor recreation for our citizens which increases the health and well-being of the community.

The Outdoor Recreation Legacy Partnership (ORLP) program awards grants through LWCF supporting development of new parks and renovating outdoor recreation infrastructure in underinvested urban communities. Dubuque has leveraged this program twice for a two-phase redevelopment of Dubuque's Comiskey Park. Phase 1 is complete and has been transformational to the neighborhood, and Phase 2 will complete the project in 2026-27. It is a gamechanger. This funding is critical to the efforts where every person, no matter your zip code, can access quality parks and green spaces.

REQUESTED ACTION

Pass the Outdoors for all Act which could codify the Outdoor Recreation Legacy Partnership Program into law. Increase the overall funding of LWCF and support Land and Water Conservation Fund (LWCF) state assistance program receives 40% of LWCF funding as projects are more expensive every year.

Commented [GU1]: maybe change the heading on page 1 to reflect ORLP

Commented [JT2R1]: Great suggestion. Thank you. I've updated the title within the table of contents. Done.

8. CITY/COUNTY EMERGENCY SERVICES/PROTECTIVE SERVICES

a. COMBINED COMMUNICATION CENTER

The need for a combined 911 Communications Center and Emergency Operations Center (EOC) has been brought to the forefront of the public safety committee after multiple recent events. The current communications center is undersized for the needs of our increased population and calls for service. The center is unable to expand to meet the increasing demands of the emergency calls and for future technologies. The recent disasters that occurred in Dubuque County and the State of Iowa brought the need for a dedicated emergency operations center to the forefront. The city and county now use the classroom areas of the Dubuque County Firefighters Training Center which is converted as needed to an EOC operation. An extended flooding event along the Mississippi River or any other long-term disaster would tax the resources of the city and county and the current set up would hamper our response to disasters. We are experiencing more major weather events and disasters and we have received eight presidential disaster declarations in the past 18 years. With the recent Pandemic, the Communications Center had to spit into two rooms because there was not enough room for the dispatchers to be socially distant from one another due to the small size of the Center. Several call takers had to be moved to another room which caused a slowdown in response times due to not being in the same room. The City's 911 center needs to have room available for expansion. A dedicated EOC will allow local government the ability to enhance response and recovery operations following an event it would also assist us in preparing for planned events that overtax our response capabilities.

REQUESTED ACTION

Assist the City of Dubuque and Dubuque County in identifying funding support for a combined 911 Center/EOC estimated to cost $16-$19 million dollars.

b. CONTINUE SUPPORT FOR ASSISTANCE TO FIREFIGHTER GRANTS

In weighing opportunities for future expansion of fire units, the City must support vital federal programs like the Assistance to Firefighters (AFG) grant program. This program can help the City as it seeks to expand firefighter and paramedic numbers in the future.

REQUESTED ACTION

Support federal efforts to maintain and expand the Assistance to Firefighters (AFG) grant program, including the Staffing for Adequate Fire and Emergency Response program.

c. FIRE STATION CONSTRUCTION GRANTS

Fire Station Construction Grants Act authorizes $1 billion in fire station construction grants to be administered by FEMA. Specifically, it directs FEMA to establish a grant program to modify, upgrade, and construct fire and EMS department facilities. These grants can be used for:

- Building, rebuilding, or renovating fire and EMS department facilities;
- Upgrading existing facilities to install exhaust emission control systems;
- Installing backup power systems;
- Upgrading or replacing environmental control systems, such as HVAC systems;
- Removing or remediating mold;

- Constructing or modifying living quarters for use by personnel; and
- Upgrading fire and EMS stations or building new stations to meet modern building codes and standards as set by the National Fire Protection Association and International Code Council.

REQUESTED ACTION

Support all congressional efforts to introduce and pass the Fire Station Construction Grants Act to provide funds to the City for the purpose of building new fire and EMS facilities.

d. DEPARTMENT OF JUSTICE COMMUNITY RELATIONS SERVICES PROGRAM

The U.S. Department of Justice's (DOJ) Community Relations Services (CRS) office is the only federal agency dedicated to working with community groups to resolve conflict and prevent hate crimes. DOJ CRS provides facilitation, mediation, training, and consultation services to improve communities' abilities to problem solve and build capacity. New resources are necessary to rebuild trust between local police departments and the communities they serve. CRS could launch a mini-grant program (up to $20,000 per community) to support facilitated discussions among police departments, civic groups and institutions, and residents, seeking to foster community policing approaches and address ~~racial injustice concerns~~barriers to trust across groups.

REQUESTED ACTION

Expand the DOJ's Community Relations Services program to $30 million annually.

9. HOUSING

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The City of Dubuque relies on CDBG money to fund many of its vital programs. Projects that are at least partially funded by CDBG include rehabilitation of rental and owner-occupied housing, lead paint hazard abatement, commercial and industrial building rehabilitation and economic development, childcare referral services, credit repair programs, to support operations of several non-profits providing direct services to income-eligible individuals and families, as part of the community development/neighborhood strategy program. CDBG can be used to further weatherization ~~efforts, alternative energy~~ efforts, and other initiatives proposed as separate increases in the budget. Preparing additional rules and regulation for new programs, when the outcomes can be met in existing programs causes duplicative administrative efforts and required funding for those duplicated efforts. Focusing on programs that are established and produce stated outcomes will help decrease the overall budget of the United States.

The CDBG formula funding has never been adjusted for inflation (since the inception of the program in 1974), even though construction costs, wages, and other program costs have escalated sharply in the past four decades. Continued funding of CDBG is needed to provide the flexibility for communities to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects.

~~At this time~~In the FY26 Senate Appropriations Bill, Community Development Block Grant (CDBG) is funded at $3.~~3~~1 billion (decreased from $3.~~47~~3 billion, or 6%, in the prior year). CDBG resources create economic opportunity, suitable living environments, and provide decent housing. Nearly ~~½~~half of the households in the City of Dubuque are considered at or below moderate income by HUD's standards, meaning CDBG resources impact a significant number of our local community members. We strongly encourage the consideration to increase CDBG funding in FY ~~2024~~2026.

REQUESTED ACTION

The City of Dubuque asks our congressional members to support the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and urge you to appropriate $3.3 billion in formula funding for the program in FY ~~2024~~2026. CDBG has been critical in meeting the public improvement, public services, economic development, and affordable housing needs in our community. ~~Further, there is great opportunity for this program to support the funding needs of the USEPA Lead and Copper Rule and assist with the replacement or rehabilitation of lead water service lines.~~ The City of Dubuque also requests increased funding for the administration of the federal Housing Choice Voucher Program.

b. MOBILE HOME COMMUNITY PROTECTIONS

Legislation related to mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. However, the laws both in Iowa ~~laws~~and other states have not been updated to reflect this important and highly consequential change. Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy. Mobile home communities can be a viable choice in Iowa's efforts to create affordable housing opportunities across the state. Therefore, review and reform of current law is vital.

REQUESTED ACTION

- ~~Support the Federal Trade Commission's proposed rulemaking to promulgate a trade regulation rule entitled "Rule on Unfair or Deceptive Fees," which would prohibit unfair or deceptive practices relating to fees for goods or services, specifically, misrepresenting the total costs of goods and services by omitting mandatory fees from advertised prices and misrepresenting the nature and purpose of fees. The Commission finds these unfair or deceptive practices relating to fees to be prevalent based on prior enforcement, the comments it received in response to an advance notice of proposed rulemaking, and other information discussed in this proposal. Document: 88 FR 77420, 77420-77485 (66 pages) as part of 16 CFR 464.~~

- ~~Support passage of the introduced bicameral legislation by U.S. Senators Catherine Cortez Masto (D-Nev.), Jeanne Shaheen (D-N.H.), Tina Smith (D-Minn.), and Jon Tester (D-Mont.) , and Representative Suzanne Bonamici (D-Ore. 01) to help preserve and revitalize manufactured housing communities by making the PRICE program permanent, providing funding for home improvements and neighborhood upgrades for thousands of Americans each year.~~

Support Senate Appropriations proposed funding level of $10 million for competitive PRICE grants.

c. AFFORDABLE HOUSING AND HOMELESSNESS

Homelessness is increasing across the nation due to increased untreated mental health issues, lack of affordable housing, and inflation. Eviction rates in the City of Dubuque are increasing due to the lack of ability to pay rent. Rents are increasing faster than the cost of living due to a low vacancy rate, which is seen across the nation due to a shortage of housing units.

~~*REQUESTED ACTION*~~

The significant changes proposed by the President's requested FY26 budget would consolidate many of the funding streams under the Homelessness Assistance Grants into one ESG block grant, and would eliminate Continuum of Care funding, which is necessary for permanent supportive housing and rapid rehousing by some of our nation's most vulnerable populations.

REQUESTED ACTION

- Support a minimum of $~~2.1~~4.5 billion for HUD's homeless assistance grants, including at least $~~250~~290 million for the Emergency Solutions Grant program. Reject the consolidation of grant streams under HAG funding; support the Continuum of Care program at $4 billion.

- Support funding of the National Housing Trust Fund and support a direct allocation to local governments once the funds reach $1 billion.

d. ANCHOR INSTITUTIONS

ANCHOR institutions, including hospitals and healthcare systems, colleges, universities, and cultural institutions, are driving economic development, job creation, and private investments in the struggling communities they serve. Over the past decade, a national ecosystem of professional associations, foundations, networks, and consultants has evolved to develop and implement anchor institution-centered

approaches to produce targeted community benefits. With this national network of resources in place, federal investment could play a key role in catalyzing and supporting the power of anchor institutions to create vibrant communities. America's cities and towns call for the creation of a new Anchoring Neighborhoods, Communities & Housing to Opportunities for Revitalization (ANCHOR) Institutions Initiative at HUD that would provide $250,000 strategic planning grants to communities to boost economic development and revitalization in neighborhoods through collaboration with key local anchors. These HUD ANCHOR grants would support a local plan and/or pilot program that aligns shared interests and leverages partners' respective strengths to promote improvement in key impact areas: affordable housing, , educational ~~equity~~fair access, health and wellness, safe and accessible neighborhoods, healthy nutrition, and workforce development.

REQUESTED ACTION
Create a HUD "ANCHOR Institutions Initiative" $25 million annually.

e. HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR AND RESPONDER (HELPER) ACT OF 2023

The HELPER Act (~~*S. 1514 / H.R. 3170*~~*S. 1514 / H.R. 3170*) seeks to amend the National Housing Act to create a tailored mortgage insurance program for first responders and teachers. ~~Senator Marco Rubio (R-FL) introduced the bipartisan bill in the Senate, and it is co-sponsored by Senators Jon Ossoff (D-GA), Sherrod Brown (D-OH), Raphael G. Warnock (D-GA), Robert Menendez (D-NJ), Catherine Cortez Masto (D-NV), Richard Blumenthal (D-CT), Rick Scott (R-FL]), Tammy Baldwin (D-WI) and Robert Casey Jr. (D-PA). In the House of Representatives, the bill was introduced by Representatives John Rutherford (FL-04), Al Lawson (FL-05), John Katko (NY-24) and Bonnie Watson Coleman (NJ-12), and it enjoys support from 68 bipartisan co-sponsors.~~ The HELPER Act aims to provide favorable mortgage terms and conditions for eligible first responders, including law enforcement officers, firefighters, paramedics, emergency medical technicians (EMTs) and teachers. By establishing a dedicated mortgage insurance program, the bill eliminates the traditional mortgage down payment requirement and monthly mortgage insurance premiums, which can be substantial barriers to homeownership.

REQUESTED ACTION
~~Support passage of the *HELPER Act (S. 1514 / H.R. 3170)*~~
Support passage of the *HELPER Act S. 978 | HR 2094*

10. ECONOMIC DEVELOPMENT

a. EDA GRANT PROGRAMS

~~The Economic Development Administration's (EDA) grant programs, which are targeted to Census tracts and regions with economic distress, areas impacted by company closures, energy sector disruptions or major disasters, and federal Opportunity Zones, provide matching funding for public infrastructure, workforce development, entrepreneurship, and economic development projects to leverage private sector investment and create jobs. Between FY2012-FY2018, EDA invested over $1.9 billion in 4,710 economic development projects, leveraging $15 in private investment plus 1-to-1 local match for every dollar in EDA funding. A look at 11 years of investments shows that EDA-supported projects generated over 622,000 jobs and $35 billion in wages and salaries. EDA is funded at approximately $320 million per year, and Congress provided an additional $1.5 billion to EDA in the CARES Act to support economic development projects to respond to the COVID downturn. These resources are highly oversubscribed, forcing the EDA to turn down many meritorious projects. As the nation seeks to rebuild from the COVID crisis and support business investment and innovation.~~

Over the past five years, the U.S. Economic Development Administration (EDA) has dramatically expanded its role in supporting local and regional economic resilience. Since 2019, EDA has invested more than **$6 billion** across **3,000+ projects** nationwide, targeting communities facing economic distress, industry disruptions, disasters, and recovery needs. These investments have helped **create or retain over 550,000 jobs** and have leveraged more than **$67 billion in private investment**, demonstrating EDA's ability to unlock substantial non-federal capital for infrastructure, workforce, entrepreneurship, and innovation initiatives.

EDA funding remains highly competitive and consistently oversubscribed, even as communities face increasing costs for job-creating infrastructure, industrial site readiness, technology adoption, and workforce training. Recent federal emphasis on advanced manufacturing and innovation underscores EDA's growing importance as a catalyst for local economic competitiveness.

> ~~*REQUESTED ACTION*~~
> ~~Boost, broaden, and expedite the review of EDA grants to $500 million annually Congress should increase annual grant funding to EDA. EDA should also consider new sectors such as tourism, outdoor recreation, and health as additional program priorities and expedite the processing of grant applications to be more reactive to critical funding needs.~~
> *REQUESTED ACTION*
> The City respectfully requests that Congress **increase annual EDA appropriations** and maintain strong support for programs that fund industrial sites, workforce facilities, innovation infrastructure, and community revitalization. Additional capacity in these programs would allow cities like ours to compete more effectively for transformational projects and accelerate private-sector investment that strengthens local economies.

b. FEDERAL HISTORIC TAX CREDITS

The Federal Rehabilitation Tax Credit is the nation's largest federal incentive promoting urban and rural revitalization through private investment in reusing historic buildings. The credit encourages reinvestment in downtowns, generates jobs, and is instrumental in preserving the historic places that give cities, towns, and rural areas their unique character. For every one dollar invested through the Federal Historic

Preservation tax credit, five dollars are leveraged from the private sector. The credit is not paid until all the restoration work is complete and approved by the US Department of Interior. Dubuque has seen total improvements valued at $~~825 million~~925million since 1985 in the downtown~~, on~~ /Main Street ~~and on the riverfront~~.

The City of Dubuque strongly supports the continuation and expansion of the Federal Historic Tax Credit (HTC), recognizing its transformative impact on revitalizing historic communities and driving economic development. As a city deeply committed to preservation, we align with the advocacy efforts of the National Trust Community Investment Corporation and the National Trust for Historic Preservation in emphasizing the HTC's role as a vital tool for fostering public-private partnerships and enhancing the unique character of our neighborhoods. Historic rehabilitation projects supported by the HTC have catalyzed investment in Dubuque, creating jobs, attracting tourism, and maintaining the integrity of our historic architecture. With the 119th Congress poised to address significant tax policy reforms, we urge lawmakers to protect and improve the HTC, ensuring it remains a strong driver of community revitalization nationwide. Dubuque stands ready to collaborate with national preservation organizations, the Historic Tax Credit Coalition, and advocates nationwide to ensure robust congressional support for this critical program.

Of note: The Historic Tax Credit Coalition is working on a legislative proposal to eliminate the basis reduction requirement for the Historic Tax Credit in its entirety. Experts estimate that making this change would almost entirely make up for the lost value from the new requirement that the credit be taken over five years.

> *REQUESTED ACTION*
> We urge you to support the HTC-GO and companion legislation, which will make redevelopment projects more financially feasible and unlock substantial private investment that strengthens Dubuque's historic districts and drives long-term economic growth.

c. NEW MARKET TAX CREDIT PROGRAM

The New Markets Tax Credit (NMTC) program ~~provides~~remains a ~~potential~~valuable financing tool for major economic development projects in Dubuque, including the Historic Millwork District ~~restoration and revitalization~~ and the Dubuque Pack site redevelopment. ~~Unfortunately,~~With the program ~~has not benefited rural states and~~ now permanently authorized under HR 1-2025, communities ~~in the same manner it has benefited larger metro centers. Expanding and streamlining the program and helping to ensure it is accessible to~~ can plan projects with greater long-term certainty. However, rural states and smaller communities ~~in~~ continue to face challenges accessing NMTC allocations at the same rate as larger metropolitan areas. Enhancing rural ~~states~~access and encouraging more equitable allocation practices would strengthen Dubuque's ability to leverage the program for transformational projects.

While~~benefit~~ the ~~City of Dubuque and its partners in the private sector.~~

~~Additionally, the~~ NMTC's flexibility ~~of the program~~ is ~~desirable, but~~an advantage, its ~~accompanying~~ complexity ~~increases~~still drives up legal, accounting, and Community Development Entity (CDE) ~~fees since each project is unique and thus requires extensive planning and oversight to achieve and maintain program~~

~~compliance. These increased fees reduce the amount of~~costs, which can significantly reduce the net equity available ~~for the project, often rather significantly. Finding ways to streamline the program~~to a project. Streamlining compliance and reducing transaction costs would ~~benefit projects and communities~~ improve the program's effectiveness—particularly for smaller or mid-sized projects typical in rural regions—and ensure that ~~make use of this funding tool~~more of the incentive directly supports community revitalization.

~~*REQUESTED ACTION*~~

REQUESTED ACTION

~~Continued support of this important program for urban revitalization and support any opportunities to simplify the program for the end user.~~

We ask our federal delegation to support reforms that increase access to NMTC allocations, reduce transaction costs, and ensure that the program more effectively supports mid-sized community redevelopment projects such as those underway in Dubuque.

d. CHILDCARE

Access to quality affordable childcare supports our economy by allowing parents to participate fully in the workforce. According to the U.S. Bureau of Labor Statistics, ~~67~~70% of children under the age of 6 in the United States have all available parents in the workforce, and ~~60~~55% of children under the age of 5 participated in regular weekly care arrangements prior to COVID-19. More recently, especially post-pandemic, a substantial share of parents report *no formal child-care arrangement at all*. In a 2022–2023 survey, 35% of parents with children under 5 said they had no childcare arrangement.

In general, today's childcare model is not sustainable for either the parent or the childcare provider – the cost is too high for parents to afford compared to their wages, and simultaneously the wages for the childcare providers are too low to attract and retain quality employees. Creating supports for both parents and childcare providers bolsters our workforce and helps our employers retain employees with children. COVID-19 has exacerbated this issue.

REQUESTED ACTION

- Increase the ~~amount of~~allowable pretax ~~dollars that families can place in~~ contribution limit for employer-sponsored ~~dependent care assistance plans~~Dependent Care Assistance Plans (DCAPs~~), therefore providing~~) so families ~~with more options~~have greater flexibility and financial ~~tools~~capacity to keep ~~up~~pace with rising childcare costs.~~"~~

- ~~Develop legislation/programs to support~~.. The current federal limit — **$5,000 per household per year** — has not increased ~~wages and benefits for childcare providers, including~~in decades and is far below the actual annual cost of childcare in most states (often $10,000–$18,000 for infants).

- Support legislation and increased ~~funding for Childcare~~federal appropriations—particularly through the Child Care and Development Block ~~Grants~~Grant (CCDBG~~.~~)—that raise wages and expand benefits for childcare providers to stabilize and grow the childcare workforce.

e. EPA BROWNFIELDS PROGRAM

The U.S. Environmental Protection Agency's ~~(EPA) Brownfield~~Brownfields & Land Revitalization program ~~has been~~ — first established in the mid-1990s and reauthorized under the Brownfields Utilization, Investment, and Local Development (BUILD) Act — continues to serve as a bipartisan success ~~for 25+ years, created by President Bill Clinton, authorized with the signature of President George W. Bush, and improved through the BUILD Act enacted by Congress and signed by President Donald Trump in 2018. This EPA~~. The program provides grants and technical assistance to support environmental ~~investigations~~assessments, cleanup, reuse planning, job training and ~~workforce development~~community engagement to ~~revitalize~~help transform closed factories, abandoned gas stations~~,~~ and other contaminated ~~sites. To date~~ or under-utilized properties into productive community assets. As of fiscal year 2025, the program has supported the assessment of 41,871 properties, cleanup of 2,969 properties, and preparation of 175,385 acres for anticipated reuse. According to EPA, these efforts have helped leverage ~~180,200 jobs, leveraged $35~~approximately $44 billion in combined public and private investment~~, cleaned up 2,261 properties, and helped make 144,000+ acres ready for reuse. EPA provides approximately $80~~ and supported about 226,567 jobs. In May 2025, EPA awarded $267 million ~~annually~~ in ~~brownfield~~Brownfields grants~~, but~~ nationwide — the largest single round of funding to date — signaling a major expansion in capacity. Nevertheless, demand still outpaces supply: many ~~highly ranked~~well-scored applications do not receive full funding.

> *REQUESTED ACTION*
> ~~*REQUESTED ACTION*~~
>
> Congress should permanently ~~fund~~reauthorize the EPA ~~brownfield program~~Brownfields Program at ~~its 2017~~or above the historical authorized level ~~of $~~($250 million annually~~, and focus on~~ or more), and ensure that subsequent appropriations reflect that authorization. Bolstered by recent infusion of funding under the Bipartisan Infrastructure Law, long-term stable funding would support brownfields cleanup and reuse, spur economic recovery~~,~~ and resiliency, and advance renewable energy~~, and~~ deployment, greenspace~~.~~

~~f. "BUILD BACK PLANNING GRANT" PROGRAM~~

> ~~In 2020, cities and counties across the nation faced unprecedented economic instability, social unrest, public health challenges, and climate impacts, with vulnerable populations bearing the brunt. The year 2021 will mark the start of local efforts to build back. However, COVID-19 and its resulting impacts are likely to have long-term effects on how communities operate. Communities must reconsider key issues for progress such as the relationships between housing, mobility, urban space, digital infrastructure, and public health. Federal agencies must work together to help localities develop forward- looking plans that support their evolution to the "next normal." Furthermore, planning efforts should ensure that America's most vulnerable populations (e.g., minorities, working families, low-income households) are central in local recovery strategies. Community-wealth building approaches must be implemented to produce broadly shared economic prosperity, racial equity, and environmental sustainability. An interagency task force, including the White House Office of Intergovernmental Affairs, EPA, the U.S. Department of Housing~~ creation, and ~~Urban Development (HUD), the U.S. Department of Transportation (DOT), the U.S. Department of Agriculture (USDA), the U.S. Department of Health and Human Service (HHS), and other federal agencies, should launch a Build Back Planning program, modeled after the successful joint HUD-EPA-DOT "Interagency Partnership for Sustainable Development" launched by the Obama-Biden Administration in 2009, and its Sustainable Communities Challenge Initiative~~

~~grant program. The Build Back Planning Grants would provide at least 50 pilot grants of $500,000 each to align federal resources behind local efforts to chart their post-COVID future and provide opportunities for low-income and minority Americans to build wealth~~equitable redevelopment.

~~*REQUESTED ACTION*~~
~~Establish a new intergovernmental agency "Build Back Planning Grant" program $25 million annually.~~

~~g~~

f. ARTS & CULTURE

Arts, culture, the creative economy, and related educational opportunities are powerful forces in our nation's economy. The sector drives tourism and arts-related commerce supports American workers – from graphic and software designers to scholars, architects, artists, performers, and curators - while inspiring our communities in entrepreneurial efforts. Arts and culture institutions and programs allow Americans to dream of fresh possibilities and to expand their horizons as thinkers and citizens in a world of complex ideas and technologies, as well as to contribute to the cultural legacy of the nation. Access to creativity, the arts, and cultural expression is an inherent good; it also can awaken the potential for a better quality of life and advances efforts to preserve and give voice to diverse cultures. Engagement with the arts and cultural experiences allows Americans to fully realize their creative and imaginative potential rooted in cultural heritage as individuals and as communities. This area of legislative consideration also includes funding and support for nationwide humanities work through federal organizations such as the National Endowment for the Humanities (NEH) which supports the research, education, preservation, and public programs in the humanities.

- In ~~2022~~2023, the arts, culture, and creative economy generated over $1.~~1~~2 trillion in economic activity, representing 4.~~3~~2% of the GDP.-In ~~2022~~2024, non-profit arts and culture organizations and their audiences generated $151.7 billion in economic activity ~~-$73.3 billion in spending by the,~~ which leveraged an additional $78.4 billion in event-related expenditures by their audiences.

- The United States has exported more arts and cultural goods and services than it imported since 2006, including during the Great Recession. The US arts and culture trade surplus increased from $~~15~~21.5 billion to $~~21~~36.8 billion between ~~2021~~2022 and ~~2022~~2023.

- The arts and culture sector supported ~~2.6~~5.4 million jobs in 2023. In 2022 arts and culture provided $101 billion in personal income to residents and generated $29.1 billion in tax revenue to local, state, and federal governments.

- The NEH budget serves as a significant leveraging tool that has helped create an entire industry of locally based small business and jobs that cannot be outsourced. The NEH estimates that its ~~2024~~2025 investment in grantees will include $~~110.7~~9.55 million in support of projects in the humanities ~~and $78.25 million in awards to NEH's partners~~.

- ~~$1 of NEA direct funding leveraging up to $9 in private and other public funds resulting in $500 million in matching support.~~

- The National Endowment for the Arts awarded funds to 1,474 organizations totaling $36.79million to support the arts in all 50 states, Puerto Rico, and Washington DC. A significant percentage of NEA grants go to those who have fewer opportunities to participate in the arts. ~~42~~34% of Arts Endowment grants take place in high-poverty neighborhoods, ~~and 35% of grants reach~~reaching low-income audiences of underserved populations. The majority of grants go to small and medium sized organizations (with operating budgets of less than $~~2 million~~2million).

~~According to Americans for the Arts' reporting, financial losses as a result of COVID-19 for nonprofit arts and cultural organizations on a national level are an estimated $17.97 billion, as of July 2021. 99% of producing and presenting organizations cancelled events—a loss of $557 million admissions and $17.6 billion in audience spending at local businesses (e.g., restaurants, lodging, retail, parking). The total economic impact of organizational and audience-spending losses is $6.0 billion in lost government revenue and 1.03 million jobs no longer being supported. Arts organizations, artists, and the broader arts workforce are vital contributors to the nonprofit sector, are essential to the economy, vitality, and wellbeing of the communities they serve, and they must be supported by all forms of relief.~~

The Dubuque City Council prioritizes arts and culture, identifying access to diverse arts and culture experiences for all as one of eight 2037 goals. In 2015, the Arts & Culture Master Plan was commissioned and funded, with the resulting plan adopted in 2016. Since 2005, the City has provided over $5.04 million dollars in financial support to Dubuque arts and cultural organizations through direct grant programs that support operations and new projects and a rotating public art program. According to a 2022 Arts & Economic Impact Study conducted by Americans for the Arts, Dubuque's non-profit arts and culture sector in Dubuque generates $ 70.4 million in annual economic activity, supports 1,527 FTE jobs, generates $6.7 million in local and state tax revenues, and infuses $41.6 million in household incomes to local residents.

REQUESTED ACTION

1. Support the administration's ~~FY24~~FY26 budget request of $~~215~~209. million for the National Endowment for the Arts (NEA).

2. Support the administration's ~~FY24 increased funding~~FY26 budget request of $~~4~~209 million for the National Endowment for the Humanities (NEH).

~~3. Support funding for the Corporation for Public Broadcasting (CPB) at or above FY23 levels.~~

~~4.~~3. Support the administration's ~~FY24 increased funding~~FY26 budget request of $~~55.5~~294.8 million for the Institute of Museum and Library Sciences (IMLS~~).~~) within the Labor, Health and Education appropriations bill.

~~5.~~4. Support ~~increased~~continued investment in the Elementary and Secondary Education Act (ESSA) and its Assistance for Arts Education (AAE) program.

~~6.~~5. ~~Fully fund~~Continue funding the FY24 $2.2 billion Student Support and Academic Enrichment Grants provisions of ESSA under Title IV, Part A, as well as to make explicit the opportunity for the arts to help achieve the equitable access objectives of Title I and the professional development opportunities for arts educators under Title II.

~~7. Provide at least $4 million to the Institute of Education Sciences Fast Response Survey System in Arts Education study and to restore and appropriately fund the arts in the National Assessment of Educational Progress (NAEP).~~

~~8.~~6. Support the Artist-Museum Partnership Act (H.R.1793) which would allow ~~artist~~artists to take income tax deductions for the fair market value of their work when they donate it to charitable collecting institutions and enact S.618/H.R. 1704 and pass the Legacy IRA Act (S.243) to expand and strengthen charitable giving to the nonprofit arts sector.

~~9.~~7. Support inclusion and investment in arts in health programs such as the National Initiative for Arts and Health Across the Military led by Americans for the Arts.

~~10.~~8. Support the collection of federal creative economy legislation under consideration. Through public policy, these seven bills can collectively achieve a stronger creative sector, which would drive economic growth and social cohesion, ensuring a better and more creative life for all:

a. **CREATIVE:** Bill number: H.R. ~~9175~~2485, sponsored by Congresswoman Suzanne Bonamici (OR-01) -- The ~~CREATIVE~~Arts Education for All Act ~~expands the National Endowment for the Arts' (NEA) grantmaking capabilities by providing necessary funding to local~~supports and encourages arts ~~agencies, nonprofit arts organizations, and other arts related institutions. Further, the bill provides funding to underserved~~education and ~~rural populations by reserving a percentage of NEA grant funding~~programming for ~~those respective communities.~~youth and adults in early learning centers, K-12 schools, and juvenile justice facilities by clarifying that certain federal programs may support arts education, and requiring states to make a plan to increase access to ats education programs in K-12 schools and juvenile justice facilities..

b. **PLACE:** Bill numbers: HR 6569 / S.3560**, s**ponsored: Sen. ~~Brian Schatz~~Edward Markey (D-~~HI), Rep. Chellie Pingree~~MA), Richard Blumenthal (D-~~ME --~~CT), Cory Booker (D-NJ), and Jeff Merkley (D-OR)- The Promoting Local Arts and Creative Economy Workforce Act (PLACE Act) bolsters local creative economies and workers in creative industries. It amends existing legislation to include the arts, creates new creative economy grants, and directs funding for creative businesses.

c. **CREATE:** Bill numbers: HR 6381 / S.~~3521~~3759 , sponsors: Sen. Brian Schatz (D-HI~~), Sen.~~) John Cornyn (R-TX~~), Rep. Debbi Dingell (D-MI) -- The bi-partisan~~) Comprehensive Resources for Entrepreneurs in the Arts to Transform the Economy Act (CREATE Act) aligns policy to serve those that make our creative economy prosper. It expands SBA and EDA loan programs and integrates creative work into support programs.

~~d. **CERA:** Bill numbers: HR 5019 / S. 2858, sponsors: Rep. Teresa Leger Fernández (D-NM), Rep. Jay Obernolte (R-CA), Sen. Ben Luján (D-NM) -- The Creative Economy Revitalization Act (CERA), a bi-partisan workforce bill, authorizes $300m in grants to pay local creative workers through public creative projects like festivals, performances, public art, narrative gathering from first responders and marginalized communities, and arts education work.~~

~~e.~~d. **PATPA:** Bill numbers: HR ~~4750~~721 / S. ~~2872~~1121, sponsors: ~~Rep. Judy Chu (D-CA), Rep. Vern Buchanan (R-FL), .~~ Sen. ~~Mark Warner (D-VA), Sen. Bill Hagerty (R-TN) --~~Thom Tillis (R-NC) , Jeanne Shaheen (D-NH)-- The Performing Arts Tax Parity Act (PATPA), a bi-partisan bill in both the House and the Senate, updates the Qualified Performing Artist tax deduction, modernizing a provision that has been on the books since it was signed

into law in the 1980's so that middle-class arts workers can deduct common business expenses.

~~11. Incentivize businesses and local/state governments to put creative workers to work by funding creative jobs, fellowships, residencies and commissions in Federal Departments; invest in arts in K-12, higher, and out-of-school education; pass the WORK Now Act (S.740).~~

~~12.~~9. Support legislation to invest in the country's creative economy and promote economic inclusion; to recognize artists, entrepreneurs, and nonprofit arts organizations as contributors to the small business community; improve and revitalize rural, remote, and underserved areas; and support the creative economy through federal programs and actions. Direct the SBA and other agencies to ensure existing economic development programs and tools encompass the creative economy; ensure inclusion of creative fields in vocational education and training supports; increase comprehensive measurement of the impact of the creative economy on the overall US economy.

~~13.~~10. Support legislation and programs that improve the health and well-being of the military and veterans' populations through the arts.

11. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

For over 20 years, local public health agencies have been creating, refining, updating, and utilizing their Public Health Emergency Preparedness Response Plans (PHEPRP.) Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, Cyclospora, E. coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we had conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short-term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics~~, climate,~~ and weather-related emergencies etc. in a timely and effective manner.

REQUESTED ACTION

1. Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. A robust national disease data collection and analysis system is needed to prepare for future, outbreaks, epidemics and pandemics.
2. ARPA and CARES money is one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their community Health Needs Assessments and Health Improvement Plans (CHNA/HIPs) and address the "social morbidities" of COVID that will be seen for years if not generations to come.
3. Strengthen the Public Health Workforce through increased funding for state and local public health infrastructure. Specifically, by supporting incentives to diversify the public health workforce and increase public health and healthcare training and loan forgiveness programs
4. Support the creation of a $4.5 billion mandatory fund for core public health infrastructure activities at the CDC and state, local, tribal and territorial public health departments. The Public Health Infrastructure Saves Lives Act would establish this funding to support essential activities such as: disease surveillance, epidemiology, laboratory capacity, all-hazards preparedness and response; policy development and support; communications; community partnership development; and organizational competencies. A reliable, long-term funding stream for these activities is essential for anticipating and responding to future public health emergencies like the COVID-19 pandemic.

b. LEAD POISONING PREVENTION

In 2025, significant cuts were enacted for the CDC's Childhood Lead Poisoning Prevention Program (CLPPP), including eliminating most of the program's staff and potentially cutting its $51 million annual funding, which halted state assistance for surveillance, testing, and prevention efforts for lead exposure in children, creating major concerns for local health departments. The City of Dubuque receives some of this funding from Iowa Health and Human Services (HHS) to conduct lead poisoning prevention and case management

of lead poisoned children activities. Local health departments rely on the states' ability to compile, track and analyze data, providing epidemiology expertise on a state and local level.

REQUESTED ACTION
Restore CDC Lead Poisoning Prevention Funding in the National Center for Environmental Health to continue funds to states, keep CDC health tracking programs, and restore lead poisoning expertise at the CDC.

c. LEAD IN DRINKING WATER

The EPA's new Lead and Copper Rule Improvements (LCRI) rule mandates that all states develop plans to replace all lead service lines within a decade, with some flexibility for states with extensive infrastructure. Federal funding is crucial for municipalities to comply with these regulations. Additional costs for Lead Service Line Replacement (LSLR) under the EPA's Lead and Copper Rule Improvements (LCRI) stem from the mandated full replacement (utility & private side), potentially increasing average costs to $10,000-$14,000 per line, plus expenses for sampling, inventory, corrosion control, filters, and public education, totaling billions annually, though federal funds (BIL) and utility strategies aim to offset homeowner burdens and find efficiencies.

REQUESTED ACTION
Provide adequate funding to states and local municipalities to remove and replace lead service lines.

d. ACCESS TO ~~HEATLH CARE -CRESCENT~~HEALTHCARE – SUPPORT INCREASED COMMUNITY HEALTH CENTER, NATIONAL HEALTH SERVICE CORPS, AND TEACHING HEALTH CENTER FUNDING

Community Health Centers (~~CHC's~~CHCs) across the country have consistently demonstrated the value of the care they provide. Community Health Centers are an affordable and accessible source of primary and preventive health care for ~~nearly 29~~over 52 million underserved individuals nationwide, including 253,000 here in Iowa. In ~~2022~~2025, Crescent served ~~8,216~~well over 12,000 patients for ~~a total of 29,177 patient visits seeking~~ medical, dental and behavioral health care~~.~~, with the total showing no signs of decreasing. CHC's provide targeted investments to boost services and enhance the primary care workforce.

One of the largest factors limiting a Community Health Center's ability to provide patients quality care is recruiting and retaining quality providers. Long-term and Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurses, hygienists, and other support staff.

The National Health Services Corps (NHSC) loan repayment and scholar programs are essential recruitment tools for CHC's and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs. Additionally, the Teaching Health Center Graduate Medical Education (THCGME) program trains the future safety net workforce by directly embedding residents within CHCs. CHCs need approximately $20.65 billion annually in CHC and primary care workforce funding to meet patient demand and continue delivering high-

quality, affordable care.

REQUESTED ACTION

We urge leaders in both chambers to work together to pass critical, multi-year extension for CHC mandatory funding at the maximal funding level. We also urge passage of an appropriations package that protects Community Health Center funding.

Federal grant funding for the Health Center program ~~currently comes from two sources:~~ needs reauthorization. Requested funding levels include:

~~a. $1.7 billion in annual discretionary appropriations and~~
~~$4.0~~

- At least $5.8 billion ~~in the Community Health Centers Fund (CHCF).~~annually for CHCs for two years
- $950 million annually for the National Health Service Corps (NHSC)
- $2.1 billion over five years for the Teaching Health Center Graduate Medical Education (THCGME) program I

e. PROTECTING ACCESS TO AFFORDABLE PRESCRIPTION DRUGS

The 340B Drug Pricing Program is an essential source of support for Community Health Centers, allowing them to stretch increasingly scarce federal resources and reinvest in patient care. The program allows ~~health centers~~CHCs to purchase outpatient drugs at significantly reduced costs. ~~Health centers pass~~CHCs then use resources from the ~~savings on to their patients through reduced drug prices and invest additional savings~~ program to expand healthcare services, help patients access affordable prescription drugs, and improve health outcomes. The ~~340b~~340B program is not funded by taxpayers~~. Drug manufacturers are required to participate if they are~~ , and in ~~the~~ Iowa, resources generated from Medicaid ~~Drug Rebate Program. Community Health Centers, including Crescent, utilize 5% of the entire 340b program to provide additional services and support to~~ patients~~, including clinical pharmacy, care coordination and lower prescription drug costs.~~ directly impact the state's budget as Iowa Medicaid retains resources from these patients.

- ~~NHSC loan repayment and scholar programs are essential recruitment tools for community Health Centers and must be sustained. In Iowa, more than 50 providers working in CHCs are current recipients of NHSC support or have completed their obligations and chose to continue practicing at CHCs.~~
- ~~The Affordable Care Act allows millions of Americans expanded healthcare coverage, including coverage of preventative care, a prohibition on discriminating against people with pre-existing conditions, an extension of dependent coverage for adult children up to age 26 and progress in closing the Medicare prescription drug coverage gap.~~

Protecting the 340B Program ensures patients have access to affordable, often life-saving prescription drugs and CHCs can reinvest resources from the program back into access. As one of the few programs that is proven to help patients access affordable prescription drugs, we need to safeguard the original intent of 340B.

REQUESTED ACTION

~~1. We ask that Congress act to ensure the future of the National Health Service Corps. Continue funding for the National Health Service Corps and the Teaching Health Centers Graduate Medical Education programs, both of which support the primary care workforce necessary to serve~~

~~underserved communities with high-quality integrated care AND consider expanding it to other health care professions i.e., nursing, and those working with special populations.~~

~~Continue support ensuring~~Protect access to the 340B ~~program~~Program to sustain community health ~~center's~~centers' essential model of care, ~~providing enhanced services to~~ lower prescription drug costs for patients, and improve health outcomes.

~~Uphold the Affordable~~

Expanding Access to Comprehensive Care ~~Act and expand access to~~ behavioral health ~~coverage~~ and dental services. ~~Support for the Prevention and Public Health Fund, the mandatory fund for public~~

All Iowa CHCs currently have waiting lists for behavioral health and ~~prevention activities created by the ACA~~/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare is particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHC remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms, and generate economic growth through expanded job opportunities, construction, etc.

~~c. CLIMATE CHANGE & HEALTH~~

~~Climate change and rising temperatures expose more Americans to conditions that result in illness and death due to respiratory illness, heat-related stress, vector-borne disease, wildfires, and extreme weather events. Climate change raises temperatures and makes ozone pollution worse, triggering asthma attacks and permanently damaging and reducing lung function and causing or affecting newly emerging infectious diseases. These maladies fall most heavily on our most vulnerable communities including children, seniors, low-income communities, some communities of color and those with chronic disease.~~

~~Efforts to address climate change and reduce greenhouse gases should maximize benefits to health and ensure pollution is cleaned up in all communities, including those near polluting sources that have historically borne a disproportionate burden from air pollution.~~

REQUESTED ACTION

~~Increase funding to CDC's Climate and Health Program and support other efforts to address the negative public health impacts of climate change, including the Climate Change Health Protection and Promotion Act. This legislation would require the Department of Health and Human Services to develop a national strategic plan to address the health impacts of climate change and would enhance forecasting and modeling, track environmental and disease data and expand the science base to better understand the relationship between climate change and health outcomes. We strongly support both Congressional and agency action to address climate change by cleaning up major sources of pollution in the power, transportation and other sectors.~~

~~d. LEAD POISONING~~

~~The toxic legacy of lead still impacts over half a million American children under the age of six every year – causing irreversible damage and robbing them from reaching their full potential. In Iowa Exposure occurs through exposures from air, drinking water, food, contaminated soil, and deteriorating paint. An estimated 1.1 million housing units are among the most at-risk for causing childhood lead poisoning across the US. In~~

~~Dubuque 42% of Housing was built prior to 1960, indicating a large portion of the housing stock contains lead hazards. Lead poisoning robs children of their ability to thrive and contribute. Young children are particularly vulnerable to lead poisoning because they absorb 4-5 times as much ingested lead as adults from a given source. Lead exposure changes the structure and function of children's developing brains, causing damage that cannot be repaired. Lead exposure leads to poorer academic performance, behavioral health problems and lifelong diminished opportunity.~~

~~Dubuque has made tremendous strides in lowering the incidence of lead poisoning by reducing lead paint hazards. However, with the revised Centers for Disease Control and Prevention (CDC) blood lead level of concern (5ug/dL), much more lead hazard reduction and remediation are needed, including addressing lead in water/lead service lines.~~

Appropriate funds for capital expenditures to support community health center infrastructure to expand access to care.

f. AUTHORIZE PERMANENT MEDICARE TELEHEALTH FLEXIBILITIES

Telehealth services help address geographic, economic, transportation, and linguistic barriers to healthcare access while boosting staff retention and decreasing no-shows and missed appointments. Because CHCs are required to offer comprehensive services in areas of high need, including sparsely populated rural areas, CHCs are pioneering the use of telehealth to expand access to quality healthcare services, especially behavioral health services, to their over 31 million patients.

REQUESTED ACTION

~~Support the Lead-Free Future Act of 2019, (HF 4416) a bill that will set standards and increase investment to support lead remediation in housing, drinking water, and soil in pre-1978 residential properties in communities across the country.~~

~~12. PLANNING~~

~~a. CLIMATE CHANGE~~

~~From disaster recovery and hazard mitigation efforts to reducing emissions from transportation and buildings, planners across the country are working hard to protect their communities from climate impacts. But to continue moving the needle on climate action at the local, state, and regional levels, planners need support from the federal level.~~

~~Federal policy plays an instrumental role in providing the tools, data, resources, and incentives to help plan for reducing emissions, decarbonizing transportation, bolstering community resiliency, and protecting people from natural hazards.~~

Congressional action is needed to extend pandemic telehealth flexibilities to allow CHCs to bill Medicare for telehealth as a distant site and for audio-only under the PPS rate.

g. IMPROVING MATERNAL CARE ACCESS AND OUTCOMES

Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In 2023, more than 400,000 babies were born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.

H.R. 9049, introduced by Rep. Zach Nunn, would provide grants to states to assist with coordinated maternity care through maternal health homes for pregnant women on Medicaid, including community health centers. Research shows increased access to and utilization of maternity care can reduce instances of pregnancy-related complications, leading to better health outcomes and lower costs to the healthcare system overall.

REQUESTED ACTION

- ~~Introduce legislation with incentives for locally led climate planning~~
- ~~Establish program and funding guidance for PROTECT, and other transportation resilience and carbon emission programs created in the Bipartisan Infrastructure Law~~
- ~~Incorporate climate planning in transportation regulations to hit greenhouse gas emission targets~~
- ~~Fully implement Justice40 and environmental justice mapping initiatives across covered transportation, housing, and energy programs~~

~~b. ZONING REFORM~~

~~Planning-led zoning reform is key to tackling many of the nation's greatest challenges - especially the housing supply crisis. With the right federal support, zoning reform can increase housing choice, lower housing costs, bolster local economies, address inequities in our communities, and connect people to opportunity.~~Support legislation that aims to improve access to maternity care and improve outcomes.

12. PLANNING

a. HOUSING & ZONING REFORM

Communities across the nation are confronting the urgent challenges of housing supply shortages and outdated zoning regulations. With a national housing deficit of at least 3.9 million homes, federal leadership is essential to help localities expand housing options and choices that meet the diverse needs of residents. Planners urge Congress and the Administration to champion policies that strengthen local planning capacity, incentivize housing supply solutions, and modernize zoning frameworks to support attainable, equitable, and abundant housing for all.

Economic pressures—including high interest rates, inflation, workforce challenges, and limited housing inventory—underscore the need for immediate federal partnership in advancing locally driven reforms. By aligning federal programs and resources with community-led planning and zoning initiatives, Congress can help unlock development potential, improve economic mobility, and ensure that local governments have the tools necessary to address housing affordability and availability. Locally led zoning reform, supported by strategic federal engagement, is key to building resilient, inclusive, and economically vibrant communities nationwide.

~~While~~ ~~planners are leading local changes to zoning and working at the state level to enable reform, the federal government has a pivotal role to play in promoting reform by providing essential data, advancing legislation that removes barriers to more inclusive zoning, and strengthening the connection between zoning, housing, and infrastructure investments.~~

REQUESTED ACTION

- ~~Fund THUD's PRO~~ Provide funding for the Pathways to Removing Obstacles to Housing ~~program for a second year~~
- ~~Pass legislation for~~ (PRO Housing ~~based on the Housing Supply and Affordability Act to make the program more responsive to the housing supply needs of smaller communities.~~) program
- ~~Pass the bipartisan Yes in My Backyard Act to increase understanding of and accountability for regulatory barriers to affordable housing.~~
- ~~Pass the Build More Housing Near Transit Act to ensure federal agencies take housing and land use into account in evaluating infrastructure grant applications.~~
- ~~Pass the bipartisan Reducing Regulatory Barriers to Housing Act to make HUD a better policy partner for local zoning reform.~~
- ~~Provide tools, financing, and resources to help communities with emerging and post-pandemic~~ Fund and finance adaptive reuse housing projects
- Modernize and expand the Low-Income Housing Tax Credit program
- Renew Opportunity Zones with an improved housing focus
- Fund vital federal housing ~~challenges~~tools, such as ~~commercial to residential conversions, workforce~~Community Development Block Grants, HOME, Choice Neighborhoods, vouchers, rural housing, and homelessness assistance.
- Improve federal housing finance programs for "missing middle," multifamily, and mixed-use housing ~~production.~~

~~Provide incentives and resources for local reform and capacity building to drive~~

New funding and fiscal tools are important, but ultimately insufficient to meet the moment and support critical reforms alone. Congress should also act to provide policy research, models, and data; remove outdated and unnecessary regulatory barriers; support key code reforms; and align housing supply and planning with federal infrastructure, economic development, and energy initiatives. Needed policy actions include:

- Direct HUD, in coordination with DOT and other federal agencies, to expand efforts to provide frameworks, models, and analysis for local zoning, building code, and land use reforms
- Create new models for modular housing and remove outdated definitions that limit manufactured and modular housing
- Streamline environmental reviews for targeted housing projects and support state and local building code reforms
- Ensure policies in key existing housing and infrastructure programs meet today's needs and support a comprehensive approach to community growth and development
  - Incorporate pro-housing policies and local ~~and regional housing planning in our communities.~~

~~c.~~ INFRASTRUCTURE

~~The recent Bipartisan Infrastructure Law (BIL) promises to invest in new and better planning that helps our communities improve safety, increase~~ reforms into transportation ~~options, advance equity, and tackle challenges associated with the climate crisis.~~

~~With strong regulatory action and guidance driving its implementation, Congress can deliver on the promise of BIL with planning programs and resources that not only enhance mobility and prosperity, but also advance long-term sustainability and equity.~~

~~*REQUESTED ACTION*~~

- ~~Ensure Bipartisan Infrastructure Law (BIL) programs include both clear rules and funding guidance. Ensure full funding for *Safe Streets for All* and other key BIL~~, infrastructure, and environmental programs ~~without annual guaranteed funding. Advance airport land use improvements and establish an urban air mobility framework that prioritizes local and regional planning through the Federal Aviation Administration renewal. Secure further guidance and technical assistance on local infrastructure design and deployment to make electric vehicles a more effective mobility solution.~~

~~d~~b. CERTIFIED LOCAL GOVERNMENT PROGRAM

The Certified Local Government (CLG) program was established as part of the National Historic Preservation Act of 1966 to create federal, state, and local governmental partnerships, provide historic preservation training and technical assistance, and encourage preservation and wise use of historic resources at the local level.

In Iowa, the Certified Local Government program is one of the historic preservation offerings of the State Historic Preservation Office, part of the State Historical Society of Iowa, a division of the Iowa Department of Cultural Affairs. To participate in the CLG program, a local government must have a local historic preservation program that complies with CLG program requirements. To qualify for or obtain "certified status", the local government must demonstrate that its local historic preservation program meets certain standards.

For the local government, its staff and Historic Preservation Commission, there are some direct benefits of participating in the CLG program. There is free historic preservation training and technical assistance from the State's historic preservation staff. Participating cities and counties receive a start-up preservation reference library for use in developing and administering the program. Cities and counties in the CLG program qualify for a small, competitive, matching CLG grant program that is open only CLG program participants. These federal pass-through grants can be used to underwrite all historic preservation activities except rehabilitation.

In Iowa, the CLG program has helped cities and counties to develop their local historic preservation programs as a tool to help promote downtown revitalization; to protect, stabilize and revive historic neighborhoods; and to provide an authentic foundation for heritage tourism.

REQUESTED ACTION

The City of Dubuque supports continued federal funding for the Certified Local Government (CLG) Program.

13. SUSTAINABLE & RESILIENT COMMUNITIES

The City of Dubuque identified becoming a more sustainable city as one of its top priorities in 2006. Since then, multiple strategies and practices have been implemented to make Dubuque a more sustainable community. In 2016, the City was honored to be recognized as one of the White House's 16 Climate Action Champions. The City is a member of Climate Communities, ICLEI and the Urban Sustainability Directors Network and joins those organizations in supporting local government action on climate change and resiliency as essential for America to achieve energy independence, renew economic prosperity and preserve biodiversity. We are in the middle of an environmental crisis that most acutely impacts those who are already marginalized and vulnerable. Federal policies must empower local governments with the tools and resources to respond to climate and social challenges. We request your support in achieving the following goals:

- Invest in local climate capacity through annual federal appropriations such as the Storm water and Drinking Water funding and Green Infrastructure programs.
- Build self-reliant communities that are prepared for climate impacts.
- Support community revitalization by enacting legislation that enables basic sustainability principles, such as historic preservation, improved energy efficiency, brownfield redevelopment, and community redevelopment.

Local governments rely on the federal government to regulate in sectors where municipalities cannot. This is especially true for environmental regulation, and we advocate for robust federal environmental protections to bolster local governments' climate efforts.

Inflation Reduction Act

Maintain the Inflation Reduction Act and the funding made available to local governments to pay for clean energy, electric vehicles and green building projects; as well as funding for businesses, residents and non-profits. Specifically maintain tax credits and elective pay provisions and continue the home energy efficiency and electrification rebates.

Weatherization Assistance Program

Dubuque, like communities across the country, is striving to increase equitable access to affordable housing for all residents. Excessive energy costs exacerbate the housing cost burden low-income residents experience. On average, low-income households spend 7.8 percent of annual income on energy services, compared to 3 percent of income for all households. Recognizing the increasing cost of energy and the significant impact this required cost has on low- and moderate-income residents, the City advocates for continued sufficient funding of the Weatherization Assistance Program and that funds be used to invest in home improvements wherever possible. By investing in improvements rather than assisting with energy bills, these funds can be used to fix the root of the problem rather than putting a band-aid on it.

National Energy Planning Policy

The City encourages adoption of a long-term, sustainable national energy policy, addressing decreasing availability of petroleum, energy self-sufficiency, economic competitiveness, greenhouse gas emissions, environmental protection, and social equity. This policy should recognize and separate the long-term development of replacement and alternative energy sources from short-term fluctuations in market prices

for energy. This policy should also recognize the impact that energy-efficient land use patterns, building design, and transportation modalities have on the demand for energy.

Data and Measurement

The City recognizes the importance of easy, consistent, and affordable access to energy data at the community level as an integral component of energy, sustainability, healthy communities, and community planning. We advocate for transparent data processes that allow communities to review utility data while also ensuring adequate data security and privacy.

PACE Financing

We encourage federal and state legislation supporting Property Assessed Clean Energy (PACE) financing so that the costs associated with energy efficiency improvements can be shared by the property owners who experience the benefits of those improvements.

Environmental Justice

We support state and federal efforts in striving to attain environmental equity and justice with regard to the siting of energy facilities, resource extraction, energy generation, distribution infrastructure, and energy-related waste disposal.

Distributed Energy Generation

The City supports distributed energy generation systems that utilize community energy generation and "smart grid" public infrastructure that supports both conservation and energy efficiency.

Smart Grid Technology

We support modernization of the nation's electrical grid that will allow for the efficient integration of innovative technologies such as renewable energy systems and electric vehicles and makes it possible to offer dynamic electricity pricing options that can reduce strain on the grid while benefitting consumers. Advances in metering technology also create opportunities to provide consumers with access to more information about their electricity usage and costs, which can inform their decisions about energy consumption.

Research and Development

The City recognizes that in the short-term, oil, coal, and natural gas will continue to be significant sources of energy for the United States and other nations until other forms of energy can be developed at a scale to adequately replace the world's reliance on fossil fuels. Therefore, continued focused research and development in improving the efficient use of these sources while reducing the environmental costs must be a high priority for the United States. We support expanded research and development funding and efforts to create and improve alternative and renewable energy sources and the development of energy transition scenarios for use by local officials and the general public.

Commented [GU3]: How specific can we be? I'd like to say "Continue to maintain and publish the CEJST (Climate and Economic Justice Screening Tool) but also don't want to flag it IYKYK

Commented [JT4R3]: I think you make a very good point here and I'd agree. Typically, I'd say the more prescriptive the better but in this case, I'd leave it as general as it is. Thanks for thinking about it the way you have.

14. INDIAN GAMING REGULATIONS

The City is concerned about the uncontrolled growth of Indian Casinos on off premises (reservation) lands. The City supports legislation that places safeguards on the growth of Indian casinos.

REQUESTED ACTION

1. Rewrite Section 20 of the Indian Gaming Regulatory Act (IGRA), which authorizes reservation shopping. This means that under no circumstances can a tribe that already has land in trust acquire more land that is not contiguous to its reservation and use it for gaming. This will put a permanent end to reservation shopping.
2. Give local communities a seat at the table during the process to mitigate impacts of casinos proposed by newly recognized or restored tribes. This means the tribe and local community must enter into a memorandum of understanding where the tribe must pay the community for mitigation of direct effects of the casino on infrastructure and services like transportation and public safety.
3. Ban any attempts to establish off-reservation casinos outside of the state where the tribe presently resides.
4. Allow States to regulate Fantasy Sports and internet gambling.

15. ~~EQUITY~~HUMAN RIGHTS

~~The City of Dubuque's Imagine Dubuque Comprehensive Plan is premised~~Human rights in the ~~three legs of sustainability – having a viable, livable, and equitable community. As the plan notes, "[a]n equitable community is welcoming,~~ United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair~~, and just with the opportunity~~ access for ~~people to have the realistic hope of achieving their goals." Yet locally, regionally, and nationally we~~all communities, structural issues continue to ~~see the continuing effects of historical discrimination against African Americans and additional communities of color. Across all indicators of wellbeing – health, education, employment, housing,~~ shape outcomes in education, housing programs, healthcare, and criminal justice~~ – race can still be used as a predictor of negative life outcomes in the aggregate. The City is a member of the Government Alliance on Race and Equity and joins~~, disproportionately affecting underrepresented communities~~ across the nation~~. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in ~~supporting local government action on advancing equity, leading with race. Federal policies must empower local governments with the tools and resources to advance racial equity.~~the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with ~~terms set by Congress to those who have been convicted of crime; they dictate that certain crimes require, by law, a set amount of time in prison.~~minimum incarceration terms set by the legislature. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift ~~sentencing power to prosecutors who often use the threat of these laws to intimidate defendants into pleading guilty in order to receive a reduced sentence (Written Submission of the American Civil Liberties Union on Racial Disparities in Sentencing, 2014). In theory, mandatory minimum sentencing laws are "race neutral" and should affect everyone who has been convicted of a crime equally regardless of race. In practice, however, this is very much not the case. Judges are more likely to levy heavier sentences against people of color in general than they are against whites, while federal prosecutors are over *twice* as likely to charge black defendants with offenses that carry a mandatory minimum than white defendants (Report to the United Nations on Racial Disparities in the U.S. Criminal Justice System, 2018).~~ power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence.

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply the federal sentencing guidelines with individualized reviews that take facts into consideration in determining the appropriate sentence.

b. EXPAND THE EARNED INCOME AND CHILD TAX CREDITS

The Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) are useful antipoverty measures that still leave too many people out. In the case of the EITC, the beneficiaries are largely families with dependent children. Childless adults generally find that their EITC is severely inadequate compared to families with children; childless adults receive ~~an average of $219~~ up to $649 in EITC compared to adults with children who can receive ~~several thousand more~~ up to $8,046 depending on the number of qualifying children (~~Williams, 2019).~~Internal Revenue Service, 2025). While the One Big Beautiful Bill Act (OBBBA) passed in

July of 2025 helped those with children, it did not improve benefits for childless adults. The result is that over 5 million Americans are unable to escape poverty or are further impoverished. ~~As for the CTC, although it was increased by $1000 for each child, the 2017 tax law that changed it excluded tens of millions of working families getting the full increase (Marr, Huang, & Palacios, 2020).~~ Expanding the EITC for childless adults would lift an estimated 5 million Americans out of poverty (Marr & Huang, Childless Adults Are Lone Group Taxed Into Poverty, 2020). ~~Making~~As for the CTC ~~fully refundable would have similar effects for over 27 million~~, the OBBBA does little for families with low incomes because the phase-in rules pre-OBBBA are still in place. These phase-in rules mean that even more children ~~from low-income families (Marr, Hingtgen, Arloc, Windham, & Cox, 2020).~~ will be affected because their families don't earn enough to qualify (Tax Policy Center, 2025).

For tax year 2021, the EITC ~~has been~~ was made more generous on a temporary basis. These changes should be made permanent and expanded even further.

REQUESTED ACTION

Support legislation to permanently expand the Earned Income Tax Credit and/or the Child Tax Credit.

c. INCREASE THE FEDERAL MINIMUM WAGE

At $7.25 an hour, the federal minimum wage has not changed since 2009. Because it has not received any adjustments since that time, the buying power of a minimum wage job has decreased drastically over the years to the point where the federal minimum wage of $7.25 was worth ~~10~~27% less in ~~2014~~2022 than it was in 2009 and 40% less than in 1968 (Cooper~~, Raising the Minimum Wage to $12 by 2020 Would Lift Wages for 35 Million American Workers, 2015).~~ et al., 2022)

The current wage is not enough to support working families. An individual working 40 hours a week would only make about $15,000 a year ~~and put~~putting them ~~$11,200~~roughly $17,000 below the poverty threshold for a family of four (~~Poverty Guidelines, 2020). Raising the minimum wage would lift over 4 million people out of poverty and would result in tens of millions more getting a wage increase (Cooper, Raising the Minimum Wage to $12 by 2020 Would Lift Wages for 35 Million American Workers, 2015).~~HHS.gov, 2025). According to David Cooper (~~2019~~2022) of the Economic Policy Institute, gradually raising the minimum wage to $15 would increase the buying power of minimum wage jobs and would lead to greater wage equality between low and middle wage workers ~~as well as lift wages for 33.5 million workers~~ and bring tens of millions of people out of poverty.

REQUESTED ACTION

Support legislation to gradually raise the minimum wage to $~~12~~15 an hour or more.

d. LICENSE PEOPLE WHO LEARN TRADES WHILE IN PRISON

Inmates who learn trades in prison often have difficulty in finding employment when they leave, partially because they have been prevented from getting the licenses, they need to work certain jobs. While inmates may learn useful skills and receive training in prison programs, they are effectively banned from getting a license when they leave. This has far-reaching ripple effects on other issues, such as housing, for ex-offenders. If they are unable to attain steady employment, ex-offenders are much less likely to be able to

access housing services. In turn, this can lead to homelessness and a host of additional economic and societal implications.

REQUESTED ACTION

Support legislation that places restrictions on the use of criminal records to disqualify individuals from receiving occupational licenses for jobs such as hairdressers, taxi drivers, trades learned in prison, etc.

e. REAUTHORIZE THE VOTING RIGHTS ACT

~~In 2013, the Supreme Court gutted Section 5 of the Voting Rights Act, which mandated that jurisdictions with histories of discriminatory voter suppression practices be precleared before they could pass new voting laws. Much of the court's opinion was premised in the rationale that the mechanisms from the original Voting Rights Act were outdated, with Justice Roberts noting that "While any racial discrimination in voting is too much, Congress must ensure that the legislation it passes to remedy that problem speaks to the current conditions." In the immediate aftermath of the court's decision, 8 states implemented voter suppression laws and made it harder for people to vote. By 2016, 17 states had passed some form of voting restriction. These new restrictions included requiring a photo ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. Restrictive voting measures at the state level have only increased in the wake of false claims that the 2020 election was marred by widespread voter fraud – claims that have been rejected by numerous courts and state election officials. See Brennan Center for Justice~~

The Safeguard American Voter Eligibility (SAVE) Act of 2025 would be a strong deterrent to millions of eligible voters in this country. Restrictions in that legislation include the requirement to show a valid ID in order to vote, ending same-day registration, shortening early voting, and closing down polling places in minority communities. According to the Center for Democracy and Civic Engagement, tens of millions of Americans don't have a valid driver's license, have an expired license, or are unable to obtain a passport or birth certificate because of financial burdens or other difficulties. This means these same Americans would be barred from voting. These issues affect individuals across all party lines; however, they disproportionately affect Black and Hispanic Americans as well as other underrepresented communities.

REQUESTED ACTION

Support legislative alternatives to the SAVE Act, including legislation ~~to amend the Voting Rights Act~~ to modernize the formula that determines which jurisdictions have shown patterns of discriminatory voter-suppression practices, mandate that all voting changes must be announced in public half-a-year before an election, expand the federal government's authority to send observers to the polls, modernize voter registration with automatic, online, and same-day voter registration, restore voting rights to the previously incarcerated after they complete their sentence, restrict the ability to purge voters from the rolls, reform campaign finance transparency and ~~strength~~strengthen FEC oversight, reform redistricting with independent commissions, and standardized criteria and transparency.

f. ~~TUITION ASSISTANCE~~EQUAL OPPORTUNITY IN HIRING PRACTICES FOR ~~EX-~~OFFENDERS

~~Students with drug convictions will find that they must complete a drug rehabilitation program or pass random drug tests in order to receive aid from the Free Application for Federal Student Aid (FAFSA) (Leonhardt, 2019). Beyond that, students who were convicted of drug possession will be ineligible for aid for~~

~~an entire year; an additional drug possession conviction adds another year of ineligibility, and a third drug possession conviction permanently prevents them from receiving aid through FAFSA. According to Betsy Pearl of the Center for American Progress, "One fifth of the incarcerated population—or 456,000 individuals—is serving time for a drug charge. Another 1.15 million people are on probation and parole for drug-related offenses" (Pearl, 2018). Moreover, black people are more likely to be arrested, convicted, and serve longer sentences than white people for similar crimes. Marijuana possession charges are particularly problematic, as black people are almost eight times as likely to be arrested as white people despite roughly equal usage rates. Removing existing financial aid restrictions on individuals with drug convictions would make college viable for hundreds of thousands of people.~~

Removing the checkbox that asks about criminal history from initial job applications, commonly known as "Ban the Box," aims to create fairer hiring practices and expand access to employment for people with prior felony and misdemeanor convictions. By allowing employers to first assess an applicant's qualifications, experience, and potential, these policies help ensure that individuals are not automatically disqualified because of their past. Research shows that providing second-chance hiring opportunities supports community safety and economic growth by reducing recidivism and increasing workforce participation (NCSL, 2024). Studies have also found that applicants in cities with Ban the Box laws received higher callback rates and fairer consideration in the hiring process (ILR, 2019). Ultimately, Ban the Box strengthens communities, and helps employers tap into a wider pool of motivated, qualified talent.

REQUESTED ACTION

Support legislation that repeals provisions that prevent individuals with drug convictions from receiving financial aid through FAFSA or, at a minimum, support legislation that allows a student who is convicted of a drug offense involving marijuana possession, without the intent to distribute, to resume or retain federal student aid eligibility while completing a drug rehabilitation program.

g. ~~FULLY FUND~~RECOGNIZE HOUSING CHOICE ~~VOUCHER PROGRAM BASED ON ACTUAL NEED~~VOUCHERS AS FORM OF INCOME

Ensuring safe, affordable housing is the most cost-effective strategy for reducing childhood poverty, increasing economic mobility, and lifting people out of poverty. U.S. housing costs have been rising faster than incomes for some time. According to the Out of Reach Report, affordable rent for a two-bedroom apartment in Dubuque requires an hourly wage of $~~15.75~~17.87. Nearly one-third of all Dubuque households are cost burdened, with 1 in 4 renters spending more than 50% of their income on housing costs. Families of color, single mother households, the elderly, and people with disabilities are disproportionately cost burdened. ~~There are approximately 5300 families who would meet income eligibility for vouchers but currently there is a budget for only about 900 families (16% of those eligible) and only 796 are being served. This is a national problem with only 23% of eligible renter households actually receiving a voucher~~To compound matters, in 2023, only 32% of landlords in Dubuque accepted Housing Vouchers as a source of income. This means that families that are eligible for vouchers may still struggle to find affordable housing where their voucher is accepted.

REQUESTED ACTION

Support legislation that ~~fully funds~~prohibits housing ~~choice vouchers at the level~~discrimination and requires housing providers to recognize Housing Choice Vouchers as a legitimate form of ~~community need. Alternatively, support a legislative rider to the funding bill that restores Dubuque's funding levels to those that were in place prior to the reduction in vouchers to 900~~income.

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January 20, 2026

City of Dubuque
City Council

ACTION ITEMS
 # 3.

ITEM TITLE:	New Ladder Truck - Static Display
SUMMARY:	City Manager sharing that the Fire Department plans to display the new 2025 E-One Cyclone ladder truck before the Monday, February 2, 2026, City Council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th Street.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: New Ladder Truck - Static Display

DATE: January 15, 2026

Fire Chief Amy Scheller and the Fire Department plan to display the new 2025 E-One Cyclone ladder truck before the Monday, February 2, 2026, City Council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th Street.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Amy Scheller, Fire Chief

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: New Ladder Truck- Static Display February 2, 2026 (5:30pm)

DATE: January 15, 2026

INTRODUCTION:

The Dubuque Fire Department recently took delivery of a new apparatus and requesting an opportunity to provide a static display of the new resource at a city council meeting.

DISCUSSION:

The Dubuque Fire Department recently took delivery of a new apparatus: a 2025 E-One Cyclone ladder truck. This vehicle is capable of pumping 2,000 gallons of water per minute and features a 75-foot aerial ladder. The new truck will replace a 2001 or 2009 reserve ladder, to be determined by fleet and operations based upon scoring and maintenance impact. It will be staffed with firefighter paramedics at fire station 4 (University Ave) as a front-line advanced life support response vehicle.

RECOMMENDATION:

The department is seeking approval to provide a static display of this new resource before the Monday, February 2nd council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th street. This will allow members of the community, city, and council to tour the new vehicle and members to answer questions.

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January 20, 2026

City of Dubuque
City Council

ACTION ITEMS
 # 4.

ITEM TITLE:	Work Session Request: Travel Dubuque Annual Update
SUMMARY:	Travel Dubuque President & CEO Keith Rahe requesting the City Council schedule a work session for February 2, 2026, at 6:00 p.m. to present an annual update.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Correspondence

January 15, 2026

Adrienne Breitfelder
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Dear Adrienne,

Travel Dubuque would like to make a request for our annual city budget work session for Monday, February 2, 2026 at 6pm.

Thank you for your consideration.

Sincerely,

Keith Rahe
President & CEO

CC: Jill Connors

Copyrighted
January 20, 2026

City of Dubuque
City Council

ACTION ITEMS
 # 5.

ITEM TITLE:	Work Session Request: City Budget Resources and Online Transparency Tools
SUMMARY:	City Manager recommending City Council schedule a work session on March 2, 2026, at 5:15 p.m. for a presentation on City Budget Resources and Online Transparency Tools.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Work Session Request Budget Resources and Online Transparency Tools_ MVM Memo_2026_01_15
2. Work Session Request Budget Resources and Online Transparency Tools_ Staff Memo_2026_01_15

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Schedule Work Session – City Budget Resources and Online Transparency Tools

DATE: January 15, 2026

Chief Financial Officer Jennifer Larson is recommending the City Council schedule a work session on Monday, March 2, 2026, at 5:15 p.m. The session will feature a presentation on City Budget Resources and Online Transparency Tools.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Request to Schedule Work Session – City Budget Resources and Online Transparency Tools

DATE: January 15, 2026

The purpose of this memo is to request a City Council work session on Monday, March 2, 2026, at 5:15 p.m. The session will feature a presentation on City Budget Resources and Online Transparency Tools.

Copyrighted
January 20, 2026

City of Dubuque
City Council

CLOSED SESSION
#

ITEM TITLE: Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

SUMMARY:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None