CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
February 2, 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

PRE-MEETING EVENT

1. **New Ladder Truck Static Display**
   The Fire Department will display the new 2025 E-One Cyclone ladder truck before the City Council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th St.
   This event is not part of the official City Council meeting.

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

6:00 PM - Travel Dubuque Annual Update
Travel Dubuque President and CEO Keith Rahe will present the organization's annual update.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. **2025 Outstanding Civil Engineering Project Award Recognition**
   Assistant City Engineer Bob Schiesl will present on the City's recent recognition by the American Society of Civil Engineers (ASCE) Iowa Section with the 2025 Outstanding Civil Engineering Project Award for the ImOn Ice Arena Settlement Remediation Project.

PROCLAMATIONS

1. **Dubuque Military Chaplains Day (February 3, 2026)**
   On behalf of the Dubuque American Legion Post #6.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of January 20, 2026; Civil Service Commission of August 13 and October 8, 2025; Community Development Advisory Commission of November 19, 2025; Historic Preservation Commission of December 18, 2025; Housing Commission of July 22, 2025; Human Rights Commission of December 9, 2025; Park and Recreation Commission of November 18 and December 10, 2025; Zoning Board of Adjustment of December 18, 2025; Proof of Publication on City Council Proceedings of January 5, 2026; Proof of Publication For Expenditure Reports presented at the January 5, 2026 City Council meeting.
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
   Selena Fischer for vehicle damage; Ethan Luedtke for property damage; Steven Meier for vehicle 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: Peter Dotterweich for vehicle damage; Sean Faherty for vehicle damage; Richard Herrig for vehicle damage; Ethan Luedtke for property damage; Steven Meier for vehicle damage; Alyson Nelson for vehicle damage; Daniel Schleter 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. **Updated New Housing Units Handout**
City Manager providing an updated version of the New Housing Units handout.
Suggested Disposition: Receive and File

6. **March/April 2026 City News Newsletter**
City Manager providing a copy of the March/April 2026 issue of the City News newsletter that will be distributed with City utility bills from February 5-26. It is also available online at www.cityofdubuque.org/citynews.
Suggested Disposition: Receive and File

7. **2025 Pavement Marking Project: Acceptance of Public Improvement Construction Contract**
City Manager recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of $201,189.39 to Ostrom Painting and Sandblasting, Inc for the 2025 Pavement Marking Project.
RESOLUTION Accepting The 2025 Pavement Marking Project And Authorizing Final Payment To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Iowa Department of Transportation Bridge Cleaning Project Notification**
Correspondence from Jesse Tibodeau, District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge cleaning on US-61 over the Peosta Channel.
Suggested Disposition: Receive and File

9. **Bee Branch Trail Project - Phase 3 (12th to 9th Street): Approve Grant Funding Agreement**
City Manager recommending City Council adopt the attached resolution and authorize the Mayor to sign the Iowa Department of Transportation Federal Aid Funding Agreement for Transportation Alternative Program for the Bee Branch Trail Project - Phase 3 (12th to 9th Street).
RESOLUTION Approving The Iowa Department Of Transportation Federal Aid Funding Agreement For A Transportation Alternatives Program (TAP) Project For The Bee Branch Trail Project - Phase 3 (12th To 9th Street)
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Stormwater Management Program Consulting Engineering Services Contract Award Recommendation**
City Manager recommending City Council approval to enter into a contract with

Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the Stormwater Management Program.
Suggested Disposition: Receive and File; Approve

11. **Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, Property at 1000 June Drive in Dubuque**
City Manager recommending City Council accept the Permanent Grant of Easement for street pavement and storm sewer utility from Daniel and JoAnn Giese for a recently constructed street pavement and sewer extension improvements across part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, common address 1000 June Drive.
RESOLUTION Accepting A Grant Of Permanent Street Pavement And Storm Sewer Utility Easement Through, Under And Across Lot 1 Of Lot 1 Of The SE 1/4 Of The SE 1/4 Of Section 34, T89N, R2E, In The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Signed Contracts**
Advantage Sheet Metal for Service HVAC Systems – FY26; Fabric Structures International, Inc. for Park Division Greenhouse Polycarbonate Replacement Project; Handyman Steve for FY26 Handyman Service Contract; Hawkins, Inc for the City of Dubuque Water Sodium Hypochlorite FY26-FY27 Bid; ImOn Communications, LLC for Additional Business Listings; Jeremy & Andrea Biedermann for the sale of City owned property behind Cedar Crest Court; Milestone Systems for License to Data Agreement; Molo Plumbing & Heating for Molo Plumbing and Heating Service Contract – FY26; Molo Plumbing & Heating for Parks and Recreation Inspect Repair and/or Parts; Racom Corporation for the Portable Radio/Battery Maintenance for Transportation Services; Terracon Consultants for the National Emissions Standards for Hazardous Air Pollutants (NESHAP) Subpart ZZZZ compliance report for the diesel generator located at the Eagle Point Water facility.
Suggested Disposition: Receive and File

13. **Improvement Contracts with Performance, Payment, and Maintenance Bonds**
Poly Vinyl Roofing, Inc. for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.
Suggested Disposition: Receive and File; Approve

14. **Updated "Tax Increment Financing in Dubuque" Booklet**
City Manager providing a copy of the updated "Tax Increment Financing in Dubuque' booklet.
Suggested Disposition: Receive and File

ITEMS SET FOR PUBLIC HEARING

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

indicated.

1. **Resolution Setting a Public Hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2541 Central Avenue**
   City Manager recommending City Council adopt the attached Resolution setting a public hearing for February 16, 2026, on the Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC assigning rights to Bellevue State Bank for the redevelopment of 2541 Central Avenue.
   RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC, To Bellevue State Bank For Property At 2541 Central
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

2. **Levi & Sullivan Storm Sewer Extension Project - Initiate Public Bidding Process and Setting Date for a Public Hearing**
   City Manager recommending City Council authorize the public bidding process and set a public hearing for February 16, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $122,523.00 for the Levi & Sullivan Storm Sewer Extension Project through the adoption of the attached resolution.
   RESOLUTION Levi & Sullivan 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
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

BOARDS/COMMISSIONS

1. **Mayoral Selection of Appointment to the Civil Service Commission**
   Iowa Code §400.1 requires publication of the name(s) of person(s) selected by the Mayor for appointment to the Civil Service Commission no less than thirty days prior to a vote by the city council. Vote on appointment to occur at the March 16, 2026, city council meeting.

   Civil Service Commission
   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.

2. Boards and Commission Appointments
Appointments to the following commissions to be made at this meeting.

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. 7800 Chavenelle Building Remodel Project Public Hearing
Proof of publication on notice of public hearing to consider City Council approve of the plans, specifications, form of contract, and estimated cost of $710,000 for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION 7800 Chavenelle Building Remodel Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

2. Public Hearing to approve the First Amendment of the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC
Proof of publication on notice of public hearing to consider City Council 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), and City Manager recommending approval.
RESOLUTION Approving 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)

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. **City Assessor Assessed and Taxable Valuations Presentation**
   City Assessor Troy Patzner will make a presentation on the 2025 assessed and taxable valuations.
   Suggested Disposition: Receive and File; Presentation

2. **Commercial Air Service Minimum Revenue Guarantee**
   City Attorney and City Manager sharing information regarding the Minimum Revenue Guarantee with Denver Air.
   Suggested Disposition: Receive and File

3. **State Historic Preservation Office Programmatic Agreement for use of U.S. Department of Housing and Urban Development (HUD) Funding**
   City Manager recommending City Council approval and to authorize the Mayor to sign the Programmatic Agreement between the City of Dubuque, Iowa; The Iowa State Historic Preservation Officer; and The City of Dubuque Historic Preservation Commission for U.S. Department of Housing and Urban Development Part 58 programs administered by the City of Dubuque, Iowa.
   RESOLUTION Authorizing The Mayor To Execute A Programmatic Agreement Between The City Of Dubuque; The Iowa State Historic Preservation Officer And The City Of Dubuque Historic Preservation Commission For HUD-Funded Programs
   Suggested Disposition: Receive and File; Adopt Resolution(s)

4. **Merge, LLC/Port of Dubuque LLC Termination of Development Agreement**
   City Manager recommending City Council approval of the Termination Agreement by and between the City of Dubuque, Iowa, Port of Dubuque LLC, and Merge, LLC for a mixed-use development to be located along the corner of Fifth and Bell Streets, west of the Flexsteel corporate office building.
   RESOLUTION Approving The Termination Agreement Of The Development Agreement Between The City Of Dubuque, Iowa And Merge, LLC, Dated November 18, 2019, As Amended, In The City Of Dubuque, Iowa, Assigned By Merge, LLC To Port Of Dubuque LLC By Assignment Of Development Agreement Dated February 13, 2020
   Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **Proceedings to Complete Action for the Issuance of $2,330,000 Water Revenue Capital Loan Notes, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main**

   City Manager recommending City Council approval of the suggested proceedings to complete action required for the $2,330,000 Water Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main prepared by Bond Counsel and to present a resolution for City Council to adopt entitled "Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds."

   RESOLUTION Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds

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

6. **Proceedings to Complete Action for the Issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2**

   City Manager recommending City Council approval of the suggested proceedings to complete action required for the $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2 prepared by Bond Counsel and to present a resolution for City Council to adopt entitled "Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions."

   RESOLUTION Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions

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

7. **Ordinance Updates following State v. Pagliai**

   City Manager recommending City Council adopt the updates to Ordinance sections 1-4-1 and 1-4-2 to add provisions allowing for the assessment of court costs on dismissed cases.

   ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 1 Administration, Chapter 1 General Penalty Section 1 General Penalty And Section 2 Civil Penalty

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

8. **Mobile Food Vendor Ordinance and Related Transient Merchant Amendments**

   City Clerk recommending City Council adopt the ordinance adding mobile food vendors to the city code and adopt the ordinance amending exemptions for

transient merchants.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations And Adopting A New Chapter 9 Mobile Food Vendors
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations Chapter 5 Solicitors And Transient Merchants Article B Transient Merchants Section 3 Exemptions
Suggested Disposition: Receive and File; Motion B; Motion A

9. **Dubuque Housing Creation Projects Update Video**
Staff from the Communications Office will show a video featuring progress made over the fourth quarter of 2025 on several housing creation projects in the city. The video can also be seen on the City's YouTube channel at https://youtu.be/sjrYA2ttNEc
Suggested Disposition: Receive and File; Video

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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February 2, 2026

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 6:00 PM - Travel Dubuque Annual Update

SUMMARY: Travel Dubuque President and CEO Keith Rahe will present the organization's annual update.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Presentation


DUBUQUE IOWA
TRAVEL Dubuque
THE OFFICIAL TRAVEL Guide
DUB YOU QUE ME WHERE IOWA
DUBUQUE HAS MY HEART
FAMILY TRIPS
TRIP tips
SPRING
SUMMER
FALL
WINTER
TRAVELDUBUQUE.COM
ORIGINS
1785
1846
1882
1891
1909
1910
1919
1989
1856
Today
THIS MUST BE THE
MASH-UP OF OLD And NEW



Keith Rahe
PRESIDENT & CEO

TRAVEL Dubuque

THE TEAM

Lara Hanten
VICE PRESIDENT OF OPERATIONS

Julie Kronlage
VICE PRESIDENT OF SALES

Taylor Kellogg
VICE PRESIDENT OF MARKETING

Becky Carkeek
SALES MANAGER

Willie Tigges
CONTENT MARKETING MANAGER

Michelle Rahe
DIRECTOR OF GUEST SERVICES

Carrie Koelker
VICE PRESIDENT OF COMMUNITY ENGAGEMENT

FIELD OF DREAMS SUPPORT

John Lutter
VICE PRESIDENT OF FUNDRAISING & EDUCATION

Noah Westhoff
DIRECTOR OF PROGRAMMING

Tyler Daugherty
GENERAL MANAGER - BALLPARK

Allie Mormann
FOOD AND BEVERAGE DIRECTOR - BALLPARK & YOUTH COMPLEX

WHAT HAS HAPPENED AND WHAT WE ARE EXCITED ABOUT.



LEISURE TRAVEL

FOR PLACES LIKE THIS

The "For Places Like This" campaign was soft-launched in Fall of 2025. By organizing content around four traveler personas (Families, Adventurers, Girls Trips, Grown-Up Trips), it showcases Dubuque's genuine local culture, outdoor adventures, historic charm, and culinary scene, making it easy for different audiences to discover memorable, Instagram-worthy moments.

Focusing on ages 25-45 from IL, WI, MN, and NE seeking authentic experiences. Execution is planned across all channels including the 2026 Travel Guide, ad buy, social media, persona-driven digital content, and a new interactive itinerary builder (releasing Spring 2026.)



Taylor Kellogg VICE PRESIDENT OF MARKETING



LEISURE TRAVEL

TRAVEL GUIDE

Travel Dubuque's annual Travel Guide is produced as a resource for all visitors to Dubuque. This guide is mailed out by request either via phone, email, or online form, as well as available as a digital download. Travel Dubuque distribution program delivers guides all across the Tri-State area as well as within approximately 100 miles.

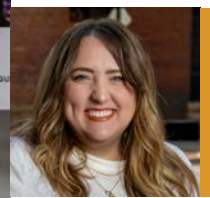
2025 TRAVEL GUIDE RESULTS

DIGITAL REQUESTS 822 TRAVEL GUIDES

PRINTED REQUESTS 4,813 TRAVEL GUIDES

DISTRIBUTED ~50,000 TRAVEL GUIDES

Travel Guide Mailings were reduced overall due to Travel Iowa Leads program ending in July 2025



Taylor Kellogg VICE PRESIDENT OF MARKETING



LEISURE TRAVEL

CONTENT STRATEGY

SPONSORED CONTENT CREATOR VISITS: 13

Brett (@brettbachtle) – Iowa, Courtney (@theglennygirl) – Kentucky, Natalie (@busybeeburbs) – Illinois, Stella (@ ouiroamtravel) – Illinois, Tara (@ttaralee_21) – Michigan, 8 Different Individuals – Crowdriff Creators

NEW ARTICLES ON WEBSITE: 14

Highlights: 10 Places to Spend a Rainy Day in Dubuque, Itinerary: Girl Boss Business Hop, A Thrifter's Guide to Dubuque

#GOINGVIRAL:

5 Dive Bars for a Night Out – Views: 225,367
POV: Skiing at Sundown Mountain Resort – Views: 138,876
Labor Day Weekend at The Field of Dreams – Views: 112,278



Willie Tigges CONTENT MARKETING MANAGER



LEISURE TRAVEL

CONTENT STRATEGY

(1/1/ 2024-12/31/2024)

(ACROSS ALL PLATFORMS)

VIEWS 2,494,000+ **FOLLOWERS 23,400+**

FACEBOOK

VIEWS: 1.9M

CONTENT INTERACTIONS: 23K

LINK CLICKS: 8.4K

VISITS: 18.7K

FOLLOWS: 2.5K

TOTAL FOLLOWERS: 15K

INSTAGRAM

VIEWS: 459.6K

REACH: 102.6K

CONTENT INTERACTIONS: 17.4K

LINK CLICKS: 1.6K

VISITS: 7.3K

FOLLOWS: 1.4K

TOTAL FOLLOWERS: 6.7K

TIKTOK

VIDEO VIEWS: 135K

PROFILE VIEWS: 1.4K

LIKES: 3.2K

COMMENTS: 65

SHARES: 1.1K

TOTAL FOLLOWERS: 1.7K



Willie Tigges CONTENT MARKETING MANAGER



LEISURE

WELCOME CENTER

VISITORS IN 2025: 6,776
BUSIEST MONTHS: JUNE, JULY, AUGUST, OCTOBER

Visitors came from 49 states (missing Maine) and 39 countries, including Australia, Austria, Belgium, Brazil, Canada, China, Costa Rica, Denmark, Dominican Republic, England, France, Germany, Greece, Holland, India, Indonesia, Ireland, Israel, Italy, Japan, Luxembourg, Mexico, New Zealand, Norway, Pakistan, Panama, Philippines, Poland, Puerto Rico, Russia, Scotland, Singapore, South Korea, Spain, Sweden, Switzerland, Taiwan, Venezuela, Vietnam



Michelle Rahe DIRECTOR OF GUEST SERVICES



SALES

GROUP TOURS

This year, we had the pleasure of working with 93 groups, welcoming approximately 3,897 visitors, and handing out an impressive 7,794 caramels along the way! Our top origin states were Minnesota, Illinois, Wisconsin, Michigan, and Nebraska.

2025 RECAP

93 MOTORCOACH GROUPS
3,897 GUESTS
7,794 CARAMELS DISTRIBUTED

2025 READER'S CHOICE AWARDS – TOP CVB/DMO

Travel Dubuque was named a runner-up for Top CVB/DMO, as voted by group travel readers. Thank you to our partners and Group Tour Manager Becky Carkeek for helping keep Dubuque front and center in the industry.



Becky Carkeek SALES MANAGER



CONGRATULATIONS

2026 GROUPS TODAY NEXT GEN

Becky Carkeek was named a Groups Today Next Gen 2026, a national honor recognizing just 10 emerging leaders for innovation, creativity, and industry impact.

Becky Carkeek SALES MANAGER



SALES

MEETINGS

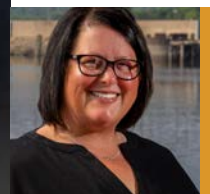
Iowa Credit Union League Conference was held in Dubuque in September of 2025 generating over $644,000 in economic impact. Our team continues to work with community partners to bring business meetings to Dubuque and continue to grow the economic impact to our community.

APRIL SHOWERS BRING... MEETINGS!

IOWA RURAL DEVELOPMENT SUMMIT
First Time in Dubuque – April 8-10, 2026

IOWA AIRPORTS ASSOCIATION
April 14-16, 2026

INTERNATIONAL ASSOCIATION OF PUBLIC PARTICIPATION
First Time in Dubuque – April 14-16, 2026



Julie Kronlage VICE PRESIDENT OF SALES



SALES

RIVERBOATS

The riverboat season starts in late May and runs through the end of October, bringing significant visitor traffic to Dubuque. Viking Mississippi, American Cruise Lines, Celebration Belle, and Riverboat Twilight will all be returning in 2026, while American Lady continues to run daily tours on the river starting in May. Riverboat passengers make an impact on our attractions, restaurants, retail outlets, and more throughout the season.



Julie Kronlage VICE PRESIDENT OF SALES



SALES

SPORTS & EVENTS

The Dubuque Regional Sports Commission and Travel Dubuque continue to make a strong community impact in FY26, supporting over 20 sporting events in the county with an estimated economic impact of over $2.3 million. Thank you to the Iowa Economic Development Authority and Governor for your continued support of this program.

NEW EVENT

BILLIARD EDUCATION FOUNDATION JUNIOR NATIONAL CHAMPIONSHIPS

July 2 – 11, 2026 | Grand River Center

200+ competitors over the course of the week with families traveling with competitors
To be broadcast on YouTubeTV. *Partnership with Grand River Center + Travel Dubuque



Julie Kronlage VICE PRESIDENT OF SALES



SPORTS & EVENTS

RAGBRAI

It's been 16 years since RAGBRAI last came through Dubuque County, and we're excited to welcome back over 25,000 riders in both Dyersville and Dubuque with Dubuque ending the route as the final dip site.
In the upcoming weeks and months, details will be released on how to volunteer, get involved, give input, and more. Thank you to the City of Dubuque and City Council for your support of this event.

DUBUQUERAGBRAI.COM **DYERSVILLERAGBRAI.COM**



PARTNERSHIPS

SISTER CITY

The Sister Cities Commission meets bi-monthly to strengthen international relationships and foster global connections. This year, they hosted a Luxembourg delegate visit to Loras College, launching an educational exchange opportunity. The commission is developing plans and researching grant funding for updates to Sister City International Park while maintaining strong relationships with all sister cities, including engagement with Dornbirn's newly appointed Mayor.

LOOKING AHEAD:

Planning updates to Sister City International Park to celebrate Sister Cities International's 70th Anniversary (early fall 2026)

Continuing to build relationships with Handan, China and Dornbirn, Austria

Exploring and researching the addition of a Marshall Islands city as part of the "7 for 70" initiative



Becky Carkeek SALES MANAGER

UPDATES ON THE FIELD OF DREAMS MOVIE SITE



FIELD OF DREAMS MOVIE SITE

TOURNAMENTS

The 2025 tournament season at the Field of Dreams Movie Site welcomed 637 teams and over 7,300 players from 27 states (plus Puerto Rico), generating $14.3 million in economic impact to the region. The Field of Dreams Movie Site will host another robust tournament schedule throughout 2026. These competitive events bring significant visitation to the campus and generate substantial economic impact for the area.

2026 REGISTRATIONS TO DATE

510 YOUTH BASEBALL TEAMS FROM 21 STATES

4 YOUTH SOFTBALL TEAMS

TEAMS WILL TRAVEL FROM ILLINOIS, WISCONSIN, MINNESOTA, IOWA, NEBRASKA, MISSOURI, MICHIGAN, OHIO, INDIANA, KANSAS, COLORADO, AND BEYOND



Noah Westhoff DIRECTOR OF PROGRAMMING



FIELD OF DREAMS MOVIE SITE

SALES & EVENTS

The Field of Dreams Movie Site continued to see overnight farmhouse stays, field rentals, and motorcoach group visits In 2025, the site also hosted major concerts, a Fall Festival, St. Louis Cardinals Fantasy Camp, Ghost Saturday Shows, and ESPN's 50 States in 50 Days Broadcast, drawing significant attendance and generating substantial economic impact.

HIGHLIGHTS

$11.2 MILLION IN ECONOMIC IMPACT FROM 2025 CONCERTS
35,000 TICKETS SOLD FOR 2025 CONCERTS
154 OVERNIGHT STAYS
83 FIELD RENTALS (38 FOR COMPETITIVE GAMES)
97 MOTORCOACH GROUPS VISITED



Noah Westhoff DIRECTOR OF PROGRAMMING



FIELD OF DREAMS MOVIE SITE

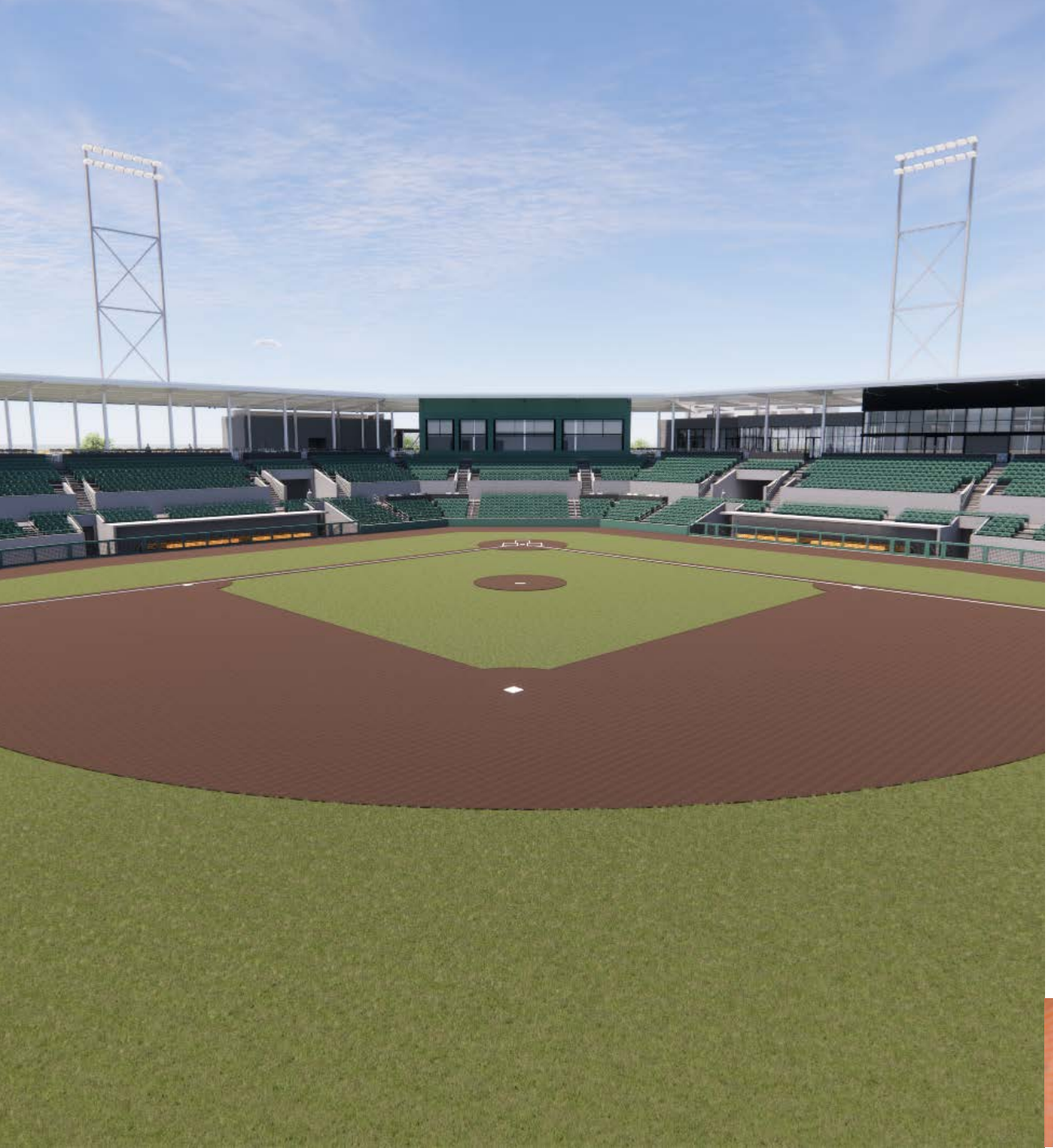
SALES & EVENTS

Looking ahead to 2026, the campus will welcome an exciting lineup including the Northwoods League Home Run Challenge and All-Star Game, MLB at the Field of Dreams games, the three-day Velocity Festival concert series, and the return of the St. Louis Cardinals Fantasy Camp.

JULY 7-8: NWL Home Run Challenge & All-Star Game
AUGUST 11: MiLB St. Paul Saints vs. Iowa Cubs
AUGUST 13: MLB Phillies vs. Cubs
SEPTEMBER 4: Velocity Festival - Shinedown
SEPTEMBER 5: Velocity Festival - Carrie Underwood
SEPTEMBER 6: Velocity Festival - CREED
SEPTEMBER 27-30: St. Louis Cardinals Fantasy Camp



Noah Westhoff DIRECTOR OF PROGRAMMING



FIELD OF DREAMS MOVIE SITE

BALLPARK

Construction on the Field of Dreams Professional Ballpark continues to go well with a completion target in late spring. The Northwoods League All-Star Game will christen the new venue this summer, followed by the highly anticipated MLB matchup between the Phillies and Twins in August. Interest in the stadium from a programming perspective remains high and is a major focus for the team in 2027 and beyond.

JULY 7-8: NWL Home Run Challenge & All-Star Game
AUGUST 11: MiLB St. Paul Saints vs. Iowa Cubs
AUGUST 13: MLB Phillies vs. Cubs

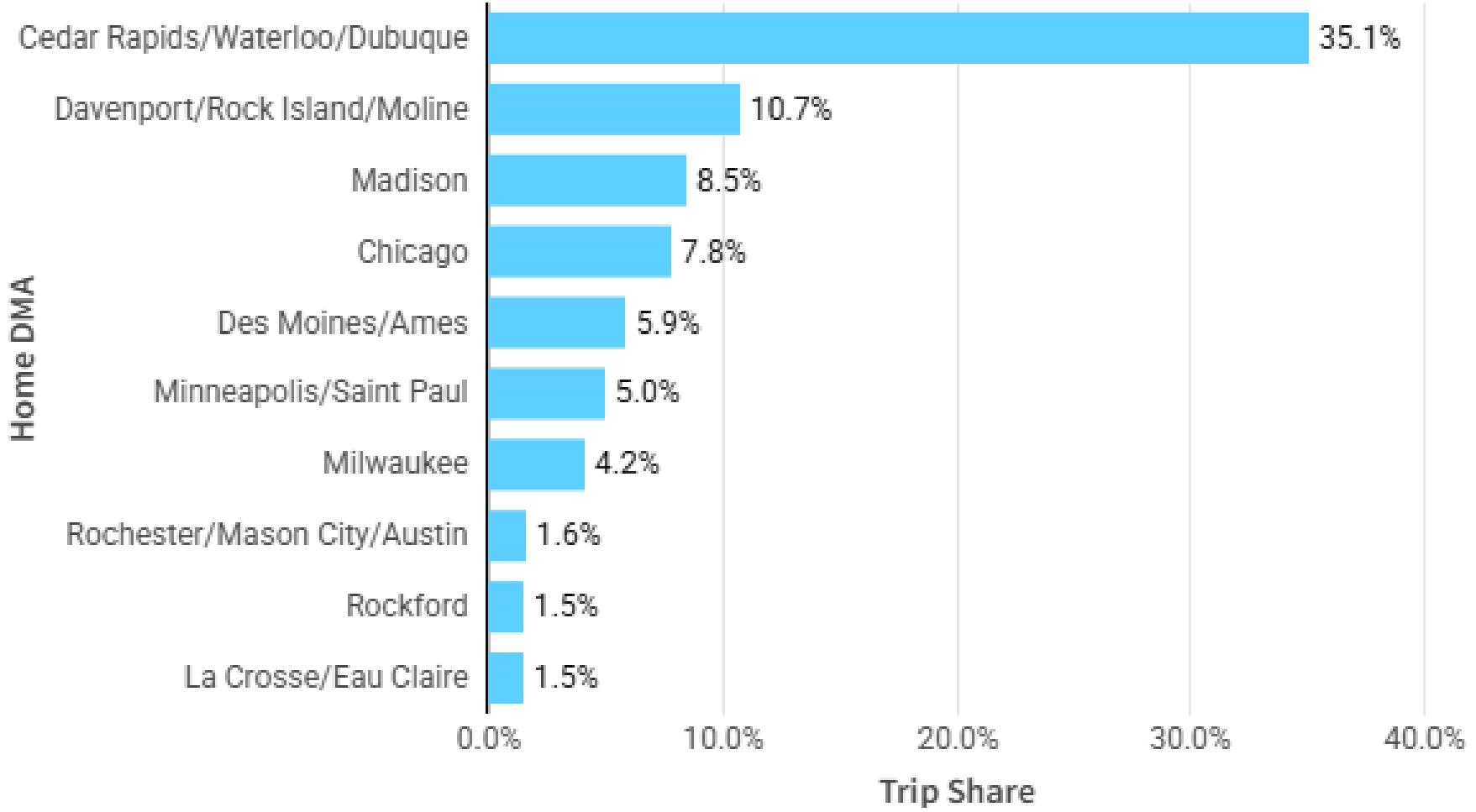


Tyler Daugherty BALLPARK GENERAL MANAGER

THE RESULTS & IMPACT REPORTED TO DATE.

VISITATION DATA

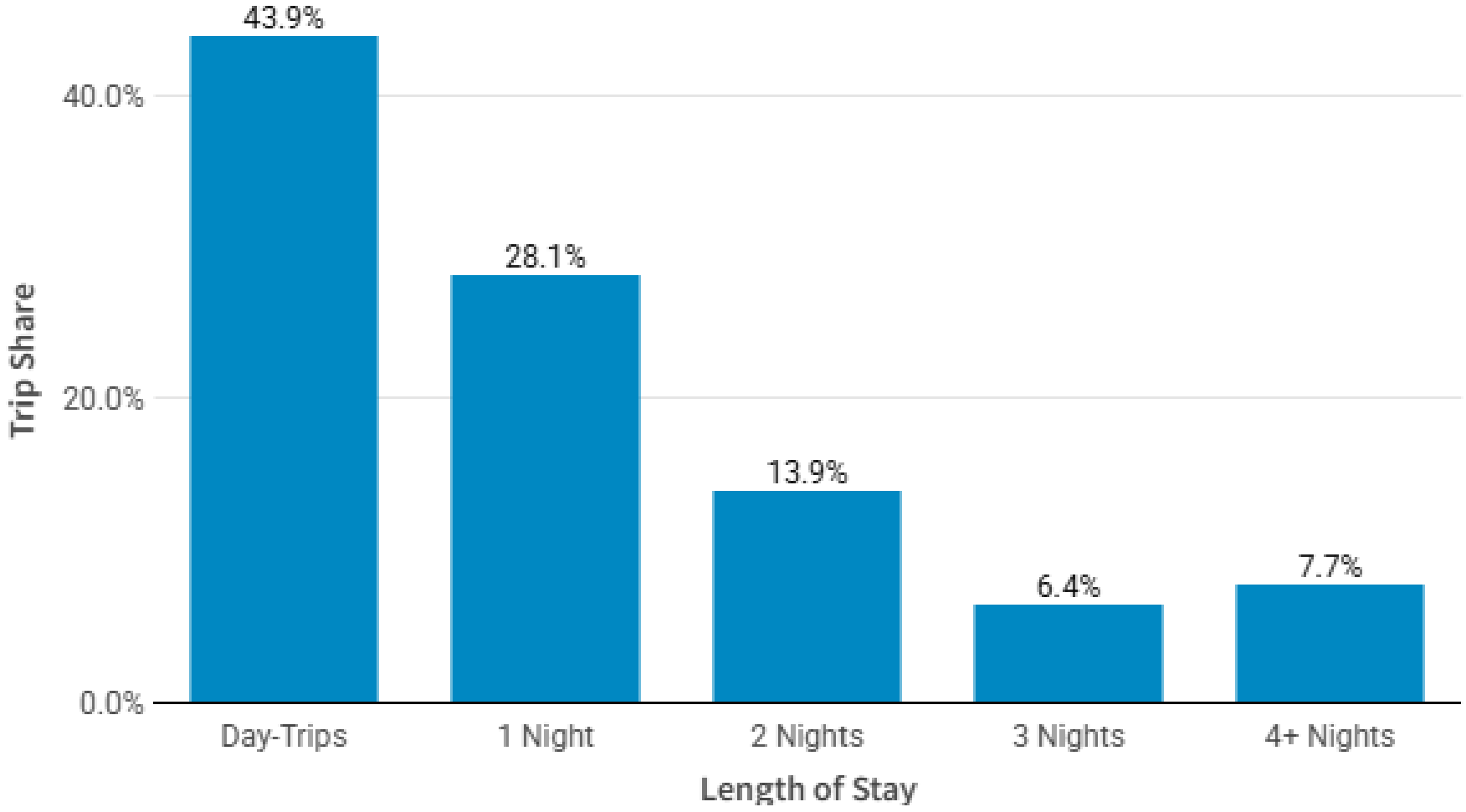
WHERE ARE PEOPLE ARRIVING FROM?



BASED ON VISITS TO DUBUQUE COUNTY TO DUBUQUE COUNTY JANUARY - NOVEMBER 2025. *DECEMBER NOT RELEASED YET. VISITATION DATA PROVIDED BY ARRIVALIST VIA IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA TOURISM OFFICE

VISITATION DATA

HOW LONG ARE THEY STAYING?



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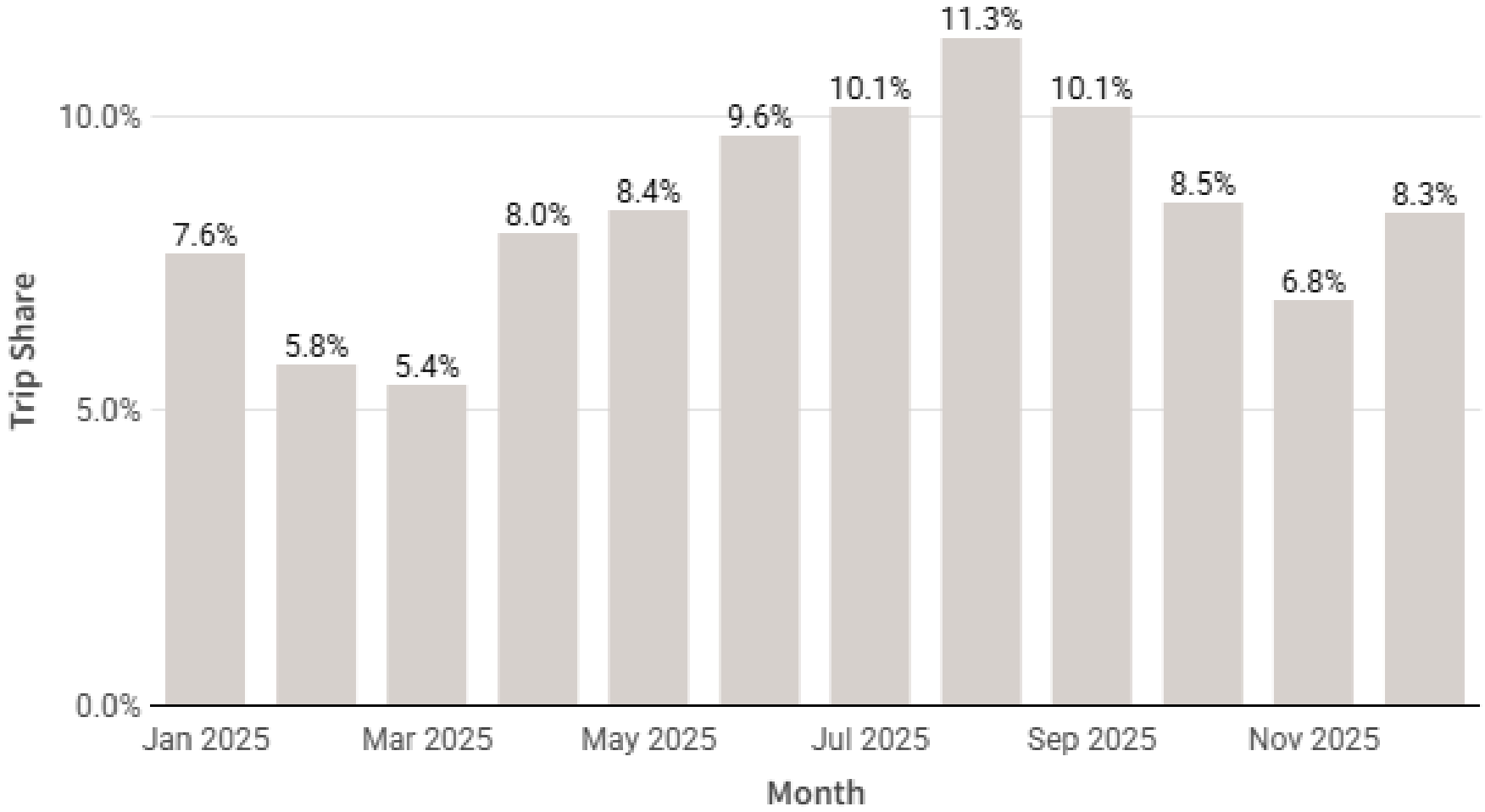
VISITATION DATA

WHEN ARE THEY VISITING?



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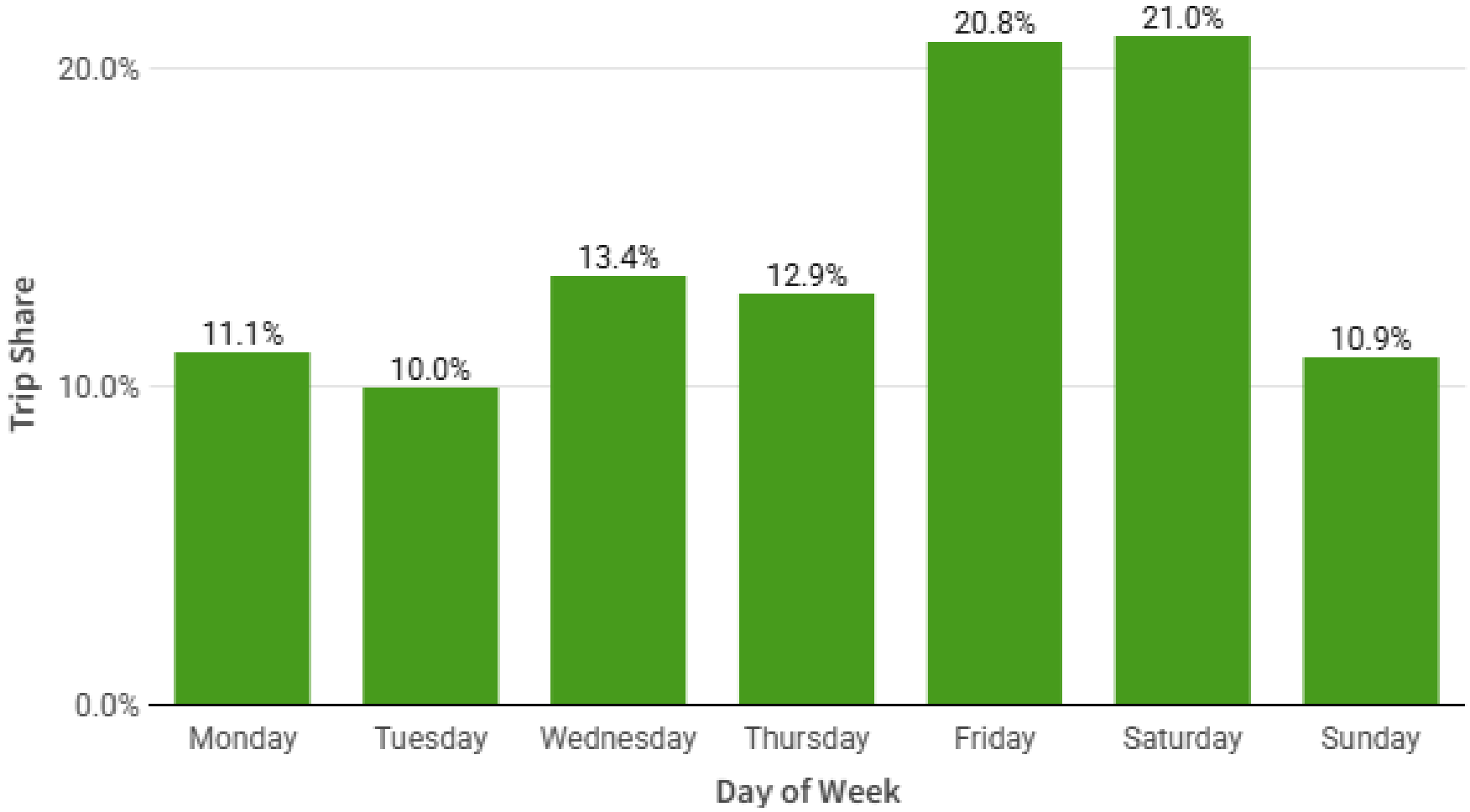
VISITATION DATA

WHEN ARE THEY VISITING?



BASED ON VISITS TO DUBUQUE COUNTY TO DUBUQUE COUNTY JANUARY - NOVEMBER 2025. *DECEMBER NOT RELEASED YET. VISITATION DATA PROVIDED BY ARRIVALIST VIA IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA TOURISM OFFICE

TRAVEL RELATED

EXPENDITURES

YEAR	EXPENDITURES	EMPLOYMENT	STATE TAX	LOCAL TAX
	MILLIONS	THOUSANDS	MILLIONS	MILLIONS
2019	$391.00	3.23	$30.03	$31.97
2020	$281.02	2.43	$23.03	$25.90
2021	$403.21	2.79	$29.15	$29.64
2022	$439.15	2.92	$30.75	$30.08
2023	$461.70	3.01	$32.09	$30.75
2024	**$460.62**	**2.99**	**$32.51**	**$31.95**

ACCORDING TO THE ECONOMIC IMPACT OF TRAVEL ON IOWA COUNTIES REPORT RELEASED BY IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA TOURISM OFFICE.

HOTEL / MOTEL

TAX RECORDS

FY	Q4	Q1	Q2	Q3	TOTAL	% CHANGE FROM PREVIOUS YEAR
2021	404,586.56	449,115.14	588,357.21	848,825.50	$2,290,784.41	2.16%
2022	631,492.82	194,054.14	443,233.28	526,966.16	$1,795,746.40	-21.60%
2023	407,306.41	326,568.27	775,203.73	921,984.35	$2,431,062.76	35.38%
2024	691,149.72	584,393.42	718,326.73	899,392.95	$2,893,262.82	19.01%
2025	595,447.08	854,435.34	722,583.12	1,062,079.37	$3,234,544.91	11.80%
2026	737,331.79	523,666.89	1,352,010.74	906,371	$3,519,381.28	8.81%

FY	Q1	Q2	Q3	Q4	TOTAL	% CHANGE FROM PREVIOUS YEAR
2027	500,457.36	678,065.95	1,038,080.15	998,114.57	$3,214,718.04	-8.67%

FISCAL YEAR 2026 BUDGET

FISCAL YEAR 2027

BUDGET

	Thru. Dec. 31, 2025	FY26 Budget	Proposed FY27 Budget
INCOME			
Dubuque County	11,250.00	50,000.00	50,000.00
Grants	57,531.00	85,000.00	85,000.00
Gift Shop/Welcome Center	16,488.29	25,000.00	25,000.00
Co-op Programs	5,000.00	25,000.00	25,000.00
Bureau Services	189,829.50	183,175.00	237,500.00
Contracted Mgmt Services	112,500.00	225,000.00	300,000.00
FOD F&B Food %			75,000.00
CVB Events		10,000.00	150,000.00
Hotel/Motel Tax	879,845.50	1,759,691.00	1,607,359.02
Brochure Distribution		2,000.00	2,000.00
Progressive Dinners	23,600.00	35,000.00	25,000.00
ARPA Funds	500,000.00		
Interest	12,837.36	6,000.00	6,000.00
TOTAL INCOME	1,808,881.65	2,405,866.00	2,587,859.02

FISCAL YEAR 2027 BUDGET

	Thru. Dec. 31, 2025	FY26 Budget	Proposed FY27 Budget
Expense			
Convention Marketing			
Tri-State Champion	2,018.74	3,500.00	1,000.00
Bid Process	1,830.63	16,300.00	17,000.00
Corporate Marketing	14,528.24	63,750.00	30,000.00
Associate Marketing	4,023.26	6,500.00	6,500.00
Convention Services		6,300.00	6,300.00
Growing Sustainable Conf.			
Total Convention Marketing	22,400.87	96,350.00	60,800.00
Sports Commission	86,657.16	145,500.00	135,000.00
Group Tour Marketing			
Group Tour Sales	1,371.23	6,250.00	7,000.00
Riverboat Tours	63,290.06	59,000.00	70,000.00
Tradeshows	8,424.74	18,000.00	17,850.00
Progressive Dinners	22,167.30	30,000.00	20,000.00
Total Group Tour Marketing	95,253.33	113,250.00	114,850.00

FISCAL YEAR 2027 BUDGET

	Thru. Dec. 31, 2025	FY26 Budget	Proposed FY27 Budget
Marketing			
Media Buys	113,721.37	291,000.00	175,000.00
Website	2,950.00	10,000.00	10,000.00
Total Marketing	116,671.37	301,000.00	185,000.00
Awareness Development			
Local Awareness	3,343.23	16,000.00	16,000.00
Education/Staff Development	26,324.75	40,000.00	20,000.00
Hospitality		8,000.00	8,000.00
CVB Events	(527.37)	35,000.00	130,000.00
Gift Shop/Welcome Center	14,077.32	20,000.00	20,000.00
Brochure Distribution		500.00	500.00
Sister City		5,000.00	5,000.00
Community Partners		10,000.00	
Air Service Grant	500,000.00		
Total Awareness Development	543,217.93	134,500.00	199,500.00

FISCAL YEAR 2027
BUDGET

	Thru. Dec. 31, 2025	FY26 Budget	Proposed FY27 Budget
Salaries & Benefits			
Salaries	542,317.19	1,070,000.00	1,317,755.00
Payroll Tax Expense	42,142.40	85,000.00	104,500.00
Health & Dental Insurance	55,615.08	110,000.00	145,000.00
Life/STD & LTD Insurance	3,100.02	7,250.00	8,800.00
Pension Contribution	27,878.97	55,000.00	63,000.00
Total Salaries & Benefits	671,053.66	1,327,250.00	1,639,055.00
Administrative			
Insurance	10,235.00	8,200.00	10,500.00
Postage	4,292.36	35,000.00	15,000.00
Accounting & Legal Services	25,339.66	30,000.00	30,000.00
Parking	5,513.00	12,000.00	12,000.00
Total Administrative	45,380.02	85,200.00	67,500.00

FISCAL YEAR 2027 BUDGET

	Thru. Dec. 31, 2025	FY26 Budget	Proposed FY27 Budget
Operations			
Telephone, Telecommunications	9,451.69	18,000.00	19,000.00
Computer Software/Equipment	20,358.85	20,000.00	20,000.00
Supplies	1,486.46	8,000.00	6,000.00
Total Operations	31,297.00	46,000.00	45,000.00
Facilities			
Welcome Center Rent	18,345.00	37,000.00	38,055.00
Storage Space Rent	2,100.00	4,200.00	4,200.00
3rd & Main Condo Association	3,432.78	7,500.00	7,500.00
Utilities	2,604.29	6,300.00	6,300.00
Office Maintenance	3,196.88	6,800.00	6,800.00
Dyersville Office	10,493.48	21,000.00	20,000.00
Total Facilities	40,172.43	82,800.00	82,855.00
Depreciation Expense	10,935.26	17,000.00	17,000.00
Interest Expense		0.00	0.00
TOTAL EXPENSE	1,663,039.03	2,348,850.00	2,546,560.00
	145,842.62	57,016.00	41,299.02
	145,842.62	**57,016.00**	**41,299.02**

THANK YOU

TRAVEL Dubuque

Copyrighted
February 2, 2026

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: Dubuque Military Chaplains Day (February 3, 2026)

SUMMARY: On behalf of the Dubuque American Legion Post #6.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, every year, Chaplains Day is a time to reflect on the service of those chaplains who made the ultimate sacrifice while serving their God and our nation; and

WHEREAS, February 3rd, 2026, marks the 83nd anniversary of the sinking of the USAT Dorchester, which carried to their deaths four U.S. Army chaplains of three faiths who stood united in prayer as the ship went down; these four chaplains sacrificed their lives by giving their life jackets to save others. The heroic deeds of Chaplains Lt. George L. Fox (Methodist Priest), Lt. Alexander D. Goode (Jewish Rabbi), Lt. Johnny P. Washington (Roman Catholic Priest), and Lt. Clark V. Poling (Dutch Reformed Minister, are an inspiring and ever shining example of real brotherhood for all time to the people of the world; and

WHEREAS, on December 7th, 1941, Navy Lt. Junior Grade Aloysius H. Schmitt a 1932 graduate of Loras College (then Columbia College) in Dubuque, Iowa, heroically sacrificed his life aboard the USS Oklahoma during the Japanese attack on Pearl Harbor. Trapped in a compartment with others, he helped several sailors escape through a small porthole and, when it was his turn, chose to stay behind to save more lives. Father Schmitt was the first chaplain of any faith to die in World War II; and

WHEREAS, on May 4, 1966, Major William Joseph Barragy, a Loras College graduate, became the first chaplain to fall in combat during the Vietnam War. Serving as a brigade chaplain, Father Barragy died in a Chinook helicopter crash (CH-47A, tail number 63-13138) from the 147th Assault Support Helicopter Company “Hill Climbers.” The crash, caused by a fire in the transmission, claimed the lives of all 20 onboard, including 5 crew members and 15 passengers from the 101st Infantry Division’s 2nd Battalion, 502nd Infantry; and

WHEREAS, the Dubuque American Legion Auxiliary Unit 6 & Post 6, Veterans of Foreign Wars Post 508, Disabled American Veterans Unit #6, Dubuque Marine Corps League, Tristate Women Warriors, and Tristate Vietnam Veterans Association proudly honor all chaplains who made the supreme sacrifice of their lives for the common cause of human freedom and justice for all so this ultimate loss shall not have been in vain.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 3RD DAY OF FEBRUARY 2026, AS

“DUBUQUE MILITARY CHAPLAINS DAY”

IN THE CITY OF DUBUQUE, IOWA, ASK ALL RESIDENTS TO HONOR THOSE CHAPLAINS WHO DIED IN COMBAT WHILE SERVING OUR COUNTRY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 2nd day of February 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2026: Submitted and accepted by Janet Grass.

2025: Submitted by Dubuque American Legion Auxiliary Unit 6 Vice President Janet Grass American Legion Second District Chaplain, VFW Post 508 Service Officer and member of DAV 6, 721West 8th Street, Dubuque, Iowa 52001 563-557-7080. Janet Grass, will accept the Proclamation.

Copyrighted
February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of January 20, 2026; Civil Service Commission of August 13 and October 8, 2025; Community Development Advisory Commission of November 19, 2025; Historic Preservation Commission of December 18, 2025; Housing Commission of July 22, 2025; Human Rights Commission of December 9, 2025; Park and Recreation Commission of November 18 and December 10, 2025; Zoning Board of Adjustment of December 18, 2025; Proof of Publication on City Council Proceedings of January 5, 2026; Proof of Publication For Expenditure Reports presented at the January 5, 2026 City Council meeting.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 1 20 26 City Council Minutes
2. Civil Service Minutes 8/13/25
3. Civil Service Minutes 10/8/25
4. Community Development Advisory Commission Minutes
5. Historic Preservation Commission Minutes
6. Housing Commission Meeting Minutes
7. Human Rights Commission Minutes
8. Parks and Recreating Advisory Commission Minutes_November
9. Parks and Recreating Advisory Commission Minutes_December
10. Zoning Board of Adjustment Minutes
11. Proof_City Council Proceedings 1.5.26
12. Proof_Expenditure Reports from 1.5.26 Meeting

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on January 20, 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 (attended virtually), Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5 and a work session on the Historic Millwork District Outdoor Community Space.

CLOSED SESSION

Motion by Wethal to convene in closed session at 5:32 p.m. to discuss Confidential Records - Chapter 21.5(1)(a) Code of Iowa. Seconded by Roussell. Motion carried 7-0.

The City Council reconvened in open session at 6:01 p.m.

WORK SESSION
Historic Millwork District Outdoor Community Space

Planning Services Director Wally Wernimont, Assistant Planner Chris Happ Olson, and Brenda Nelson, Principal at Confluence, presented on the Historic Millwork District (HMD) Outdoor Community Space. In response to a question about next steps, Wernimont noted that public feedback favors Concept No. 1 for the planned community space. This concept will be presented as an action item to the City Council within the next month. Van Milligen clarified that the action item will include all the proposed concepts with the council voting on their preferred choice. Wernimont also confirmed that staff from the adjacent Alamo Building have been actively engaged in the process. Due to time constraints, Mayor Cavanagh requested that any remaining questions be emailed to the City Manager and emphasized that the council will have additional time to discuss the matter when it comes forward as an action item next month.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on January 20, 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 (attended virtually), Wethal; City Manager Van Milligen, City Attorney Brumwell.

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Recognize Grand River Center for 2026 EXHIBITOR Magazine Centers of Excellence Award: Parks and Recreation Director Matthew Kalcevich recognized the Grand River Center and Oak View Group (OVG 360) staff for their recent Special Award in EXHIBITOR Magazine's 2026 Centers of Excellence Awards. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas also offered remarks regarding the recognition.

CONSENT ITEMS

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

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. Upon motion the documents were received and filed.

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. 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: Steven Palmer for property damage; Ryan Scherrman for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 11-26 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. 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: Upon motion the documents were received and filed, and Resolution No. 12-26 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC was adopted.

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. Upon motion the documents were received and filed.

7. Request for City Council Ratification of the First Amendment to the International Union of Operating Engineers (IUOE), Local #234 July 1, 2024 CBA: Upon motion the documents were received, filed, and approved.

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): Upon motion the documents were received, filed, and approved.

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: Upon motion the documents were received and filed, and Resolution No. 13-26 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 was adopted.

10. City Council Contact Information and Ward Map Flyer: City Manager provided 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. Upon motion the documents were received and filed.

11. Winter Reminders Flyer: City Manager provided a copy of the Winter Reminders Flyer, which is being mailed with City utility bills from January 13 through February 3, 2026. Upon motion the documents were received and filed.

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. Upon motion the documents were received and filed.

13. Improvement Contracts with Performance, Payment, and Maintenance Bonds: Offset Construction LLC for the Rockwood Court Storm and Sanitary Sewer Repairs. Upon motion the documents were received, filed, and approved.

14. Request for Qualifications for a fundraising campaign consultant for restoration at Eagle Point Park: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

15. Tanglewood Court Storm Sewer Extension Project: Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 14-26 Awarding Public Improvement Contract For The Tanglewood Court Storm Sewer Extension Project was adopted.

16. Civil Service Commission - Certified Lists for Fire and Police Promotional Positions: Civil Service Commission submitted 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. Upon motion the documents were received, filed, and made a Matter of Record.

17. Request to Apply for an Environmental Protection Agency Community-wide Assessment Grant in the Amount of $500,000: Upon motion the documents were received and filed, and Resolution No. 15-26 Authorizing The Filing Of A Grant Application With The Environmental Protection Agency To Assist With Funding Community-Wide Brownfield Assessments was adopted.

18. Tobacco Acknowledgement/Settlement Agreement between the City of Dubuque and Pink Cloud at 4835 Asbury Rd.: Upon motion the documents were received, filed, and approved.

19. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 16-26 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

20. 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. 17-26 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 Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. 7800 Chavenelle Building Remodel Project: Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 18-26 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 2, 2026 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 19-26 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 2, 2026 in the Historic Federal Building.

3. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2026.1: Upon motion the documents were received and filed and Resolution No. 20-26 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 16, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. 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 the February 2, 2026, city council meeting with the vote on appointments to occur at the 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. Neises and Parker spoke in support of their applications. Breitfelder noted that Ludowitz and Mckenna submitted written input in support of their applications.

2. 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. Breitfelder noted that Brown submitted written input in support of the application.

3. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Conrad). Applicant: Rebecca Bruce, 7926 N. Westbrook Dr. Breitfelder noted that Bruce submitted input in support of the application.

PUBLIC HEARINGS

1. Grand Harbor Hotel - Assignment of Development Agreement: Motion by Resnick to receive and file the documents and adopt Resolution No. 21-26 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. Seconded by Wethal. David Westergaard, Chief Financial Officer (CFO) of Riddle's Group, Inc., the company that acquired the property, spoke virtually about the company's vision, which includes branding the property as a Radisson Hotel. Brumwell confirmed that the Development Agreement remains unchanged; the original terms are simply being assigned to the new developer. Brumwell also noted that both the development agreement and lease include language addressing maintenance and upkeep responsibilities. Motion carried 7-0.

2. Grand Harbor Hotel - Assignment of Lease Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 22-26 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. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Breitfelder noted that written input was received regarding Action Item No. 1 from Mike Wright, 385 Burch St.; Ric Jones, 1270 Dunleith Ct.; and S.A. Sutton, 1700 N. Algona.

ACTION ITEMS

1. Request for New Ordinance - Medians 9-8-321.330: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Police Chief Jeremy Jensen and Brumwell made a presentation. In response to questions, Jensen explained that the ordinance intentionally does not list specific locations; instead, it refers to them in general terms, with the exact locations documented separately outside of the ordinance, since they may change over time. City Council members emphasized that the ordinance does not prohibit panhandling and is intended to address safety concerns rather than impose fines. Brumwell noted that city staff have discretion when issuing municipal infractions, which may include no fine or a minimal fine, tailored to the circumstances. When asked about citations under the City's camping ordinance, Captain Steve Radloff, head of the Community Policing Division, reported that no citations have been issued to date, with most interactions resulting in referrals to community resources. Regarding the City's role in coordinating services for those in need, Assistant City Manager Cori Burbach highlighted efforts such as expanding affordable housing options and funding initiatives like the Community Solutions of Eastern Iowa (CSEI) hotline. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 1-26 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. Seconded by Wethal. Motion carried 7-0.

2. 2026 Federal Legislative Priorities: Motion by Sprank to receive and file the documents and approve the 2026 Federal Legislative Priorities. Seconded by Wethal. City Council members noted that not all initiatives can be included in the federal priorities, even though significant work is being done on items outside those priorities. The listed priorities primarily reflect the Council's established goals and objectives. Motion carried 7-0.

3. New Ladder Truck - Static Display: Motion by Roussell to receive and file the documents and schedule the Fire Department's display of the new 2025 E-One Cyclone ladder truck before the February 2, 2026, City Council meeting starting at 5:30 p.m. in front of the Historic Federal Building on 6th Street. Seconded by Wethal. Motion carried 7-0.

4. Work Session Request: Travel Dubuque Annual Update: Motion by Wethal to receive and file the documents and schedule the work session for February 2, 2026, at 6:00 p.m. Seconded by Roussell. Motion carried 7-0.

5. Work Session Request: City Budget Resources and Online Transparency Tools: Motion by Wethal to receive and file the documents and schedule the work session for March 2, 2026, at 5:15 p.m. Seconded by Sprank. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal reported on her recent tutorial and tour of the landfill as part of her orientation after joining the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board.

Sprank reported on attending the ribbon cutting for the Key Hotel and the Table Mound Neighborhood Association's plans to travel to the state capital.

Roussell reported on attending the Key Hotel ribbon cutting and meeting with the new CEO of the Dubuque Regional Humane Society.

Leyendecker reported on continuing his city department orientations, attending his first meeting as a board member for Dubuque Initiatives, and meeting with Table Mound.

Cavanagh reported on attending the Key hotel ribbon cutting and attending the Dubuque Area Chamber of Commerce's young professionals local leaders day, legislative kickoff, and forecast luncheon. He also reported on meetings with Presentation Lantern Center and Building Bridges.

CLOSED SESSION

Motion by Wethal to convene in closed session at 7:38 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Leyendecker. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:35 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:35 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES

Government Body:	**CIVIL SERVICE COMMISSION**
Date:	**August 13, 2025**
Time:	**4:15 PM**
Place of Meeting:	**City Hall - Conference Room A, 50 W 13th St.**

Present: Commissioners Carla Heathcote, Miquel Jackson, and Scott Crabill
Also present: Police Chief Jeremy Jensen, Police Captain Scott Baxter, Chief of Human Resources Shelley Stickfort, Fire Chief Amy Scheller, Deput Fire Chief Kevin Esser, Talent Acquisition Manager Kristen Dietz.

Commissioner Heathcote called the meeting to order at 4:16 p.m.

1. Approval of minutes from the June 11, 2025 meeting. Motion by Crabill to approve the minutes as submitted. Seconded by Jackson. Motion carried 3-0.

2. Fire and Police Department Reports. Chief Scheller reported on promotions within the department, new utility vehicles, and the successful outcomes of the leadership test. Chief Jensen stated that the police department aims to align its leadership test with the fire department's and indicated that related police department topics would be covered in the subsequent agenda items.

3. Request to exhaust the current Firefighter/Paramedic EMT Certified List. Motion by Jackson to exhaust the current Firefighter/Paramedic EMT Certified List. Seconded by Crabill. Chief Scheller confirmed the department is currently staffed appropriately. Motion carried 3-0.

4. Certify the list for the position of Police Officer. Motion by Jackson to certify the list for the position of Police Officer. Seconded by Heathcote. Chief Jensen stated that although many individuals applied for the position, few appeared for the entrance examination. He also noted that while artificial intelligence (AI) may play a role in officers' duties in the future, officers will still be required to swear to every report they submit, thereby validating the information. In response to a question about the precision policing center, Jensen stated that it has received positive feedback from officers and has been instrumental in solving several major crimes. Motion carried 3-0.

5. Request to review and approve the Police Department Promotional Testing Process and testing dates for the positions of Corporal, Lieutenant, Captain and Assistant Chief. Motion by Jackson to review and approve the Police Department Promotional Testing Process and testing dates of November 6-7 and November 10-14, 2025, for the positions of Corporal, Lieutenant, Captain and Assistant Chief. Seconded by Crabill. Chief Jensen stated that officers must have at least four years of service in the department before becoming eligible to test for a promotional position and outlined the other position-specific eligibility requirements. He added that commissioners may observe any part of the process. Motion carried 3-0.

6. Proposed Changes to Civil Service Hiring Practices for Police and Fire Department New Hires. Chief Jensen stated that he intends to recommend to the City Manager that the City Council suspend current civil service hiring practices for police officer and firefighter

positions, as authorized under Iowa Code §400.12A, to expedite the hiring process. Instead of the commission approving examination dates, proctoring examinations, and certifying lists for new police and fire department hires, the departments would oversee these tasks without commission action. The Civil Service Commissioners expressed support for the recommendation, acknowledging the challenges the departments face in recruiting candidates and supporting efforts to remove barriers, and requested updates on hiring efforts. Chief Jensen confirmed that the departments will share those updates with the commission.

7. Update on Additional Civil Service Commissioners. City Clerk Breitfelder confirmed that the City Council previously adopted an ordinance that increased the number of Civil Service Commissioners from three to five. Breitfelder stated that the mayor will announce his selection of the two additional applicants to the commission at the August 18 meeting. The names of the selected individuals will be published in the Telegraph Herald, and the City Council will vote on the selections at their October 6 meeting, so the commission should have two new members by its October meeting.

8. Adjournment. Motion by Crabill to adjourn at 5:07 p.m. Seconded by Heathcote. Motion carried 3-0.

Submitted by Adrienne N. Breitfelder, CMC, City Clerk

MINUTES

Government Body:	**CIVIL SERVICE COMMISSION**
Date:	**October 8, 2025**
Time:	**4:15 PM**
Place of Meeting:	**City Hall - Conference Room A, 50 W 13th St.**

Present: Commissioners Carla Heathcote, Miquel Jackson (virtual), Scott Crabill (arrived at 4:29 p.m.), Otto Krueger, and Julie Bockenstedt
Also present: Police Chief Jeremy Jensen, Police Captain Scott Baxter, Chief of Human Resources Shelley Stickfort, Fire Chief Amy Scheller, Bureau Chief Martin Fitzpatrick, City Clerk Adrienne Breitfelder

Commissioner Heathcote called the meeting to order at 4:19 p.m.

1. Administering the Oaths of Office for Julie Bockenstedt and Otto Krueger. Heathcote administered the Oaths of Office to new commission members Bockenstedt and Krueger.

2. Introductions. All attendees introduced themselves to the new commission members.

3. Fire and Police Department Reports. Chief Scheller reported on construction at Fire Headquarters, October is Fire Prevention Month and the Leadership Conference that Senior Training Staff will be attending. Chief Jensen reported on staffing numbers, future testing date for the Police Officer entrance examination, and the Police Department's current building space is at capacity.

4. Request to approve the promotional examination dates for the positions of Police Lieutenant and Police Corporal and approve the scoring procedure for these promotional examinations. Motion by Jackson to approve the dates and scoring procedure for the promotional examinations for the positions of Police Lieutenant and Police Corporal. Seconded by Krueger. December 17, 2025 will be the promotional examination for Police Corporal with Commissioner Jackson as the proctor and December 18, 2025 will be the examination date for Police Lieutenant with Commissioner Heathcote as the proctor. Motion carried 5-0.

5. Request to exhaust the certified list for the position of Fire Equipment Operator (FEO) and approve the promotional examination dates for the position of Fire Equipment Operator (FEO). Motion by Crabill to exhaust the list and approve the dates of December 8, December 11 and December 12, 2025, (contingency date) for the promotional examination dates for the position of Fire Equipment Operator. Seconded by Bockenstedt. Commissioner Krueger will proctor the December 8 examination, Commissioner Bockenstedt will proctor the December 11 examination and Commissioner Heathcote will proctor the December 12 (contingency date) examination. Motion carried 5-0.

6. Adjournment. Motion by Crabilll to adjourn at 4:51 p.m. Seconded by Heathcote. Motion carried 5-0.

Submitted by Pamela McCarron, Permit Clerk

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

DATE: Wednesday, November 19, 2025
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 250; Dubuque, IA 52001

Chairperson Michelle Hinke called the meeting to order at 5:33 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Talma Brown, Dale Campbell (virtual), Michelle Hinke, and Gabriel Mozena.

Commissioners Absent: Dean Boles (excused absence), Renee Kehoe (excused absence), and Julie Woodyard (excused absence).

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Public Present: None

Certification of Minutes – September 3, 2025
Commissioner Mozena motioned to approve the Minutes for the September 3, 2025, Community Development Advisory Commission Meeting. Commissioner Brown seconded. Motion carried 4-0.

Correspondence/Public Input
There was no public input.

Old Business
None

New Business

a. **Approve Community Development Advisory Commission By-Laws Amendments Proposed September 3, 2025**
Corken-Deutsch stated the proposed Amendment includes changes to the Section 2 Powers and Duties of Chairperson. At the last CDAC meeting, Commissioner Boles asked if the chairperson must sign the minutes. Corken-Deutsch confirmed with the city clerk that their signature on the minutes is not required. Motion by Commissioner Brown to approve Community Development Advisory Commission By-Laws Amendments Proposed September 3, 2025. Seconded by Commissioner Mozena. Motion carried 4-0.

b. **Set Public Hearing for FY27 Pre-Allocation Annual Action Plan**
Motion by Commissioner Mozena to set the public hearing for FY27 Pre-Allocation Annual Action Plan for January 21, 2026, at 5:30 p.m., and authorize staff to publish public notice of public hearing and public comment period for 30 days from December 17-January 16. Seconded by Commissioner Campbell. Motion carried 4-0.

Reports

a. **Housing Commission**
Meeting minutes were unavailable.

b. **Resilient Community Advisory Commission**
The meeting minutes were included in the packet for reference.

c. **Human Rights Commission**

The meeting minutes were included in the packet for reference.

Information Sharing

a. **Consolidated Plan One Pager, Strategic Plan Goals, Annual Action Plan Projects**
Corken-Deutsch provided the Consolidated Plan Goals to the Commission. The goals and priorities have been simplified, limiting their number. The five-year priorities were reviewed. Commissioner Mozena mentioned improving physical environments and noted how many people were assisted.

b. **CDBG FY26-FY30 Con Plan Accepted, CDBG FY26 Grant Agreement Fully Executed**
Corken-Deutsch shared an email indicating the Con Plan's acceptance, along with a letter signed by Mayor Brad Cavanagh and CDP Director Dominique Waters for the Grant Agreement.

c. **Current CDAC member's Term Expiration Date and Recruitment**

1. **Talma Brown – 2/15/26**
Corken-Deutsch mentioned that Commissioner Brown needs to re-apply for re-appointment. Commissioner Brown expressed her desire to stay on the commission. Corken-Deutsch will send her an email with the application link attached.

2. **Julie Woodyard – 2/15/26**
Julie is absent tonight. Corken-Deutsch will send her an email with the application link attached.

Adjournment

There being no further business to come before the Commission, Commissioner Brown moved to adjourn the meeting. Commissioner Campbell seconded. Motion passed by voice vote. Meeting adjourned at 5:59 p.m.

Minutes taken by:

Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:

Mary Bridget Corken-Deutsch
Community Development Specialist

Approved

HISTORIC PRESERVATION COMMISSION
MINUTES

REGULAR SESSION
5:30 p.m.
Thursday, December 18, 2025
Historic Federal Building – Room 250

Commissioners Present: Chairperson Janice Esser; Commissioners, Christina Monk, Heidi Pettitt, Rick Stuter, Adam Schwendinger

Commissioners Excused: Bill Doyle, Tim Gau, Chad Witthoeft

Commissioners Unexcused : None

Staff Members Present: Wally Wernimont, Chris Happ Olson, and Renee Blosch

CALL TO ORDER: The meeting was called to order by Chairperson Janice Esser at 5:31 p.m.

MINUTES: Motion by Pettitt, seconded by Schwendinger, to approve the minutes of the October 16, 2025 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Christina Monk, Heidi Pettitt, Rick Stuter, Adam Schwendinger; Nay – none.

ACTION ITEMS: None

ITEMS FROM PUBLIC: Presentation from Great Dubuque Housing Trust Fund

Dave Lyons, of Greater Dubuque Development presented information on behalf of Dubuque Initiatives and Greater Dubuque Development Corporation about the new Greater Dubuque Housing Trust Fund (GDHTF). The Fund's mission is to assist in the development and achievement of an equitable and inclusive affordable housing vision for the greater Dubuque community through stakeholder coordination, community advocacy, funding distribution, and project implementation.

The overall program objectives for GDHTF include:

- Increasing the stock of high-quality Low-to-Moderate (LMI) and workforce housing through the creation of affordable, space- and energy-efficient housing on vacant infill lots,
- Maintaining and improving the livability of LMI housing through rehabilitation loans and grants for LMI homeowners, and
- Increasing LMI and workforce homeownership opportunities for families through down payment assistance loans for first-time homebuyers.

Mr. Lyons came before the Commission because a number of the properties or lots they are looking to redevelop are in local historic districts. He presented on the opportunities and challenges of the projects, as well as projects that partners in GDHTF have taken on in the past. He said their goal is help inform potential developers what is required and what is possible for each development opportunity.

Staff Member Happ Olson reviewed the City's historic review role, describing when staff or the Commission might review a project, depending on the type of funding used and where the project is located.

Questions from the Commission included types of ownership, sizes of units/homes, and how much outreach the GDHTF is undertaking. The Commission thanked Mr. Lyons for informing them.

ITEMS FROM COMMISSION: None

ITEMS FROM STAFF:

- Unified Development Code overview
  Staff member Happ Olson requested to postpone conversation for next meeting due to the fact that Planning Services Director Wally Wernimont was not able to attend. The Commission agreed in consensus.
- Historic Preservation Awards planning
  Happ Olson referred to the packet memo. The commission was generally in favor the staff-recommended proposals, but raised concern about potential awards where there wasn't a "wow" factor visible from the street, or the project doesn't meet all the architectural guidelines. Discussion followed. Commission to revisit at following meeting after viewing projects proposed.
- HPC Workplan for 2026
  Staff and Commission discussed the workplan drafted by staff for the calendar year 2026. It was suggested for those line items that repeat annually, that they be notated as such. The modifications to the plan were discussed, noted and will be presented at the next meeting of the Commission for review and recommendation to City Council, as part of the requirements for the Certified Local Government program membership.

ADJOURNMENT: Motion by Pettitt, seconded by Schwendinger to adjourn the December 18, 2025 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Christina Monk, Heidi Pettitt, Rick Stuter, Adam Schwendinger; Nay – none.

The meeting adjourned at 6:52 p.m.

Respectfully submitted,



Chris Happ Olson, Assistant Planner

January 15, 2026
Adopted

APPROVED
by Housing Commission on 01/27/2026

MINUTES FOR HOUSING COMMISSION MEETING

DATE: Tuesday, July 22, 2025
TIME: 4:00 p.m.
PLACE: Housing and Community Development Department
350 West 6th Street; Dubuque, IA 52001

Chairperson Rick Merfeld called the meeting to order at 4:02 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Rick Baumhover, Cathy Dickens, Amy Eudaley *(arrived at 4:15 p.m.)*, Ross Janes, Renee Kehoe, Rick Merfeld, Julietta Scott

Commissioners Absent: *None*

Staff Present: Gina Hodgson, Tonya England, Hollie Ohnesorge

Public Present: *None*

Certification of Minutes – July 22, 2025 Housing Commission Meeting
Commissioner Rick Baumhover moved to approve the Minutes for the April 1, 2025 Housing Commission Meeting. Commissioner Cathy Dickens seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

Correspondence/Public Input
There was no correspondence nor public input.

Old Business

a) Adopt PHA Conflict of Interest Policy – tabled until July meeting

Gina Hodgson, Assisted Housing Supervisor, reported there are still no updates on the PHA Conflict of Interest Policy. This is a policy on which Alexis Steger, former Director of Housing and Community Development Department, was working.

New Business

a) Input for City Council Goal Setting

Hodgson continued the meeting by reviewing the Housing Commission's successes and issues listed during the prior planning period. The Commissioners mentioned several successes for 2024-2025 including attendance at community neighborhood association meetings, National Night Out, and community outreach programs; continued attendance with sub-committees; involvement with the budget planning prcoess for the City; no cancelled Housing Commission Meetings; answers on subject matter for constituents; and input on PHA 5-Year Plan.

Some of the short-term issues and projects included: encouraging landlords to accept the Housing Choice Voucher program; promoting the Next Level SavingsProgram (also known as Family Self-Sufficiency Program and FSS); walking through the corridor on Central Avenue to see if top levels may be renovated into housing units; attending the Successful Rental Property Management class; assisting with obtaining rent comparisions and looking at whether the rents are reasonable; and forming a partnership with Habitat for Humanity.

Commissioner Renee Kehoe moved to recommend the acceptance of the Board and Commission 2024-2025 Successes and 2025-2026 Initiatives (Short-term Issues and

Projects). Commissioner Julietta Scott seconded. Seven (7) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

Reports

a) Community Development Advisory Commission Report

Commissioner Kehoe did not provide a report on the last meeting for the Community Development Advisory Commission.

b) Assisted Housing Waiting List Statistical Summary

Hollie Ohnesorge, Assisted Housing Administrator, reported the Housing Choice Voucher Waiting List will be reopening on August 12, 2025. Approximately one hundred (100) applicants will be randomly selected to be placed on the Waiting List.

Currently, the office is waiting for around one hundred thirty (130) applicants to submit their information for determination of eligibility. Seventy-five (75) applicants are still on the Waiting List.

Ohnesorge also provided the following statistcs for July 2025:

- 357 applicants applied for the Housing Choice Voucher.
- There are 83 participants in the Family Self-Sufficiency (FSS) program.

c) Housing Choice Voucher Participant Statistical Summary

Ohnesorge did not provide additional information beyond the report that was submitted for the Housing Choice Voucher Participant Statistical Summary.

Information Sharing

a) National Night Out will be held on Tuesday, August 5, 2025 at Comiskey Park.
b) The 2025 City of Dubuque Boards & Commissions Annual Picnic will be held on September 9, 2025 from 6 p.m. until 8 p.m. at Eagle Point Park.
c) Training requirements for those new to the Boards and/or Commissions was implemented on July 1, 2025. The City Clerk's Office will be sending out information.

Adjournment

There being no further business to come before the Commission, Commissioner Dickens moved to adjourn the meeting. Commissioner Amy Eudaley seconded. Motion passed by voice vote. Meeting adjourned at 5:03 p.m.

Minutes taken by:

T England

Tonya England
Recording Secretary

Respectfully Submitted:

Gina Hodgson
Assisted Housing Supervisor

HUMAN RIGHTS COMMISSION MEETING MINUTES
December 9, 2025

DATE: Tuesday, December 9, 2025
TIME: 4:30 PM
LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

The meeting was called to order at 4:31 pm.

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

Commissioners Excused: Luzelena Bravo

Commissioners Absent: DeLano Cain Watson

Staff Present: Ann Marie Jannette, Human Rights Specialist; Jason Lehman, Interim Chief of Human Rights

Approval of Meeting Minutes

Motion to approve the minutes as submitted from the November 18, 2025, meeting. Motioned by Heiar, seconded by Freiburger, all in favor.

Public Input

No members of the public were in attendance.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
  - November amount: 0
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
  - November amount: 15
- Incidents in mediation – complaints currently in mediation
  - November amount: 0
- Incidents in full hearing – complaints in full hearing process
  - November amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
  - November amount: 7
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)

    - November amount: 0
- Total inquiries and complaints FY26 – signed complaints filed in FY26
    - November amount: 50

Director's Report

Jannette reported that the proclamation proclaiming December 10, 2025, as Human Rights Day went well. Kurczek and Baumhover were there to receive the proclamation from the mayor.

Chairperson's Report

Nothing to report.

Old Business:

The subcommittee updating the binder/handbook is mostly finished. They are waiting on the final copies from Jannette before sharing with the commission.

New Business:

Invitation to local politicians: Jennifer Smith responded that she wasn't able to attend. None of the other politicians responded to Kurczek's request for attendance.

Follow up on Community Support and Empowerment Grant: suggestion was made to change the evaluation page with duplicate lines and to change the due date for applications.

HF704 Sunshine Law: Current commissioners are not required to take the training unless they join a subcommittee at which time they will be required to take the training. Newly assigned commissioners will be required to take the training.

Update on hiring for new OHR Director: Lehman reported that they got several good candidates from around the country. They have narrowed it down to five or six candidates and hope to have virtual interviews with them in early to mid-January followed by in person interviews after that.

Impacts on Human Rights: Lehman reported that the City is doing a risk analysis regarding federal and state laws pertaining to human rights. The City will continue enforcing gender identity in keep it in the ordinance.

Upcoming Outreach Events

None

Upcoming Cultural Events

None.

Reflections and Updates

Freiburger commented that the commissioners talk more with community partners and to educate them on what we do. Heiar asked to have other City departments attend a commission meeting to discuss what they are doing and how the commission can help them in their mission to uphold human rights in their department. It was discussed to begin this in

March and start with the department of Community Impact & Neighborhood Support, the Office of Economic Mobility, and the Housing departments.

Baumhover invited commission members to attend the Point Neighborhood Support meeting. It was decided that this should wait until the marketing materials have been updated.

Kurzcek and Zanger both announced that they will not be renewing their membership in the commission after their term ends in January.

Adjournment:

Motion to adjourn by Freiburger, seconded by Zanger. All in favor. The meeting ended at 5:28 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, January 13, 2026, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: 

Minutes approved as corrected: _____

PARK AND RECREATION COMMISSION MEETING
Tuesday, November 18, 2025
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

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

ABSENT: Jason Henkel

STAFF PRESENT: Dan Kroger, Steve Fehsal, Matt Kalcevich, and Angie Metcalf

CALL TO ORDER: Jess called meeting to order at 4:32 p.m.

MINUTES APPROVED VOTE:

It was moved by Kennicker, second by Axtell, to approve the minutes of the October 21, 2025, meeting. Unanimous.

PUBLIC INPUT:

None

REVIEW AND APPROVAL OF 2025 TREE CITY USA APPLICATION

Kennicker made a motion to approve the 2025 Tree City USA Application, Ollendick seconded, Unanimous.

WESTBROOK PARK SIGNAGE RECOMMENDATION

Park Division Manager, Steve Fehsal, received numerus complaints of ebikes and escooters being driven throughout the Westbrook Park. Kennicker made a motion to approve park signage for Westbrook Park advising no motorized scooters or bikes are allowed in the park, Axtell seconded, Unanimous.

PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE

Parks and Recreation Director, Matt Kalcevich, provided an update and an outline of the Parks and Recreation Comprehensive Master Plan.

DIVISION MANAGER REPORTS

Division Manager Reports were provided.

COMMISSION COMMUNICATION / QUESTIONS:

Axtell commended the team for the Eagle Point Park video.

ADJOURNMENT:

It was moved by Axtell, second by Kennicker, to adjourn the meeting at 5:22 p.m. Unanimous.

PARK AND RECREATION COMMISSION MEETING
Wednesday, December 10, 2025
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

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

ABSENT: Jason Henkel

STAFF PRESENT: Dan Kroger, Steve Fehsal, Matt Kalcevich, and Angie Metcalf

CALL TO ORDER: Jess called meeting to order at 4:34 p.m.

MINUTES APPROVED VOTE:

It was moved by Kennicker, second by Axtell, to approve the minutes of the November 18, 2025, meeting. Unanimous.

PUBLIC INPUT:

Dianne Koch 285 South Grandview, Dubuque, IA 52003 provided her thanks to the consultants who created a very thorough and detailed Parks and Recreation Master Plan Document. She also provided a document to the commission members named “Dubuque Area Land & Water Legacy”.

COMPREHENSIVE MASTER PLAN PRESENTATION

Parks and Recreation Director, Matt Kalcevich, presented the Parks and Recreation Master Plan that was presented by the Kimley-Horn consultants on Monday, December 8, at the city council work session.

DIVISION MANAGER REPORTS

Recreation Division Manager, Dan Kroger, advised Nick Stroschein, Bunker Hill’s Head Golf Professional successfully completed and passed all of his PGA classes in November and is officially a PGA Class A Professional.

COMMISSION COMMUNICATION / QUESTIONS:

Commissioner Ollendick asked what the next steps are after the consultants are done. Kalcevich explained that it will be our responsibility to ensure items from the plan go in to place. He also explained that we most likely would have a follow-up with the consultants in 5 years.
Commissioner Tigges stated that some items in the plan are completed have already been completed, example Welu park. Fehsal explained that those items will be reviewed and discussed with the consultants. When the park review was completed, that park was not completed yet, it is now.

ADJOURNMENT:

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

Approved

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION
5:30 p.m.
Thursday, December 18, 2025
City Council Chambers, Historic Federal Building

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

Board Members Excused: None.

Board Members Unexcused: None.

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

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

Planning Services Director Wally Wernimont recognized Jonathan McCoy, who was stepping down from the board. He stated that McCoy has been a member of the board since 2013 and has attended 120 meetings hearing 558 cases. He expressed appreciation for his service and for running effective meetings as chairperson.

MINUTES: Motion by Mauss, seconded by Kosel, to approve the minutes of the November 20, 2025, Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman and McCoy; Nay – None.

DOCKET – 45-25: Application of Wesley Wedewer, 390 Harrison Street, to allow 249 square feet of wall signage where 191 square feet is allowed in a C-3 General Commercial zoning district.

Wesley Wedewer, owner of the business and building at 390 Harrison Street, spoke in favor of the request. He explained that the zoning code limits properties to 10% of largest building wall area, which equates to 191 square feet for this building. He said this prevents them from adding a third sign due to the area limit. He said the proposed sign would be on the north side and would take the aggregate area to around 13% of the largest building wall area.

Chairperson McCoy asked if he would be amenable to a condition limiting the number of signs on the property to offset the increased size allowance. Wedewer replied yes.

There was no public input.

Staff Member Duba detailed the staff report noting the details of the area calculation,

the existing signs, and the proposed sign. He said the total area would be 249 square feet or 58 more square feet than the 191 square feet allowed. He said that this additional sign would be unlikely to alter the essential character of the surrounding neighborhood, which is an auto-oriented commercial area with numerous large signs.

The Board was supportive of the request and the condition limiting the number of signs to three.

Motion by McCoy, seconded by Stierman, to approve the request with the condition that the property only be allowed three signs. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman, and McCoy; Nay – None.

DOCKET – 46-25: Application of John Campbell, 1409 Romberg Avenue, to allow two vehicles to be stored 0' from the side property line where a 3' side yard setback is required, and one vehicle is permitted in an R-2A Alternate Two-Family Residential zoning district.

John Campbell, 1409 Romberg Avenue, spoke in favor of the request. He explained that this request is following a zoning enforcement case and that he stores his van and trailer there which are for stock car racing. He said he stores parts and tools inside the tailer, has a security camera on them, and wants to keep them on his property.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the applicant is seeking to store two vehicles, 0' from the north property line where one is allowed. He displayed a map of the property showing the 10' x 45' area in which both vehicles are proposed to be stored. He stated that the Board may consider conditioning their approval on the type and size of vehicle. He said there is already a hard surface driveway and noted the neighbor to the south submitted a letter of support for the request.

The board asked the applicant if the 10' x 45' space is sufficient for both vehicles. The applicant confirmed that it was.

The board asked about conditioning their approval on the vehicles being operable, and Schrobilgen noted that vehicle storage provisions already require a vehicle to meet the definition of operable in order to be stored.

Motion by Mauss, seconded by Stierman, to approve the request as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman, and McCoy; Nay – None.

DOCKET: 47-25: **35 Locust Street, PIN 1025426021 and 1025426009**
Applicant: Andrew McCready, 563 Design
Request Type: Variance

Proposal: To construct a building 85' in height where a maximum of 75' in height is permitted in a C-4 Downtown Commercial zoning district.

Staff Member Moon explained that this case needed to be renotified and is expected to come back for the January meeting.

The item was otherwise not discussed.

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: Chairperson McCoy formally resigned from the Board effective at the conclusion of the meeting.

ITEMS FROM STAFF: Moon stated a new board member will be joining in January, Ben Loeffelholz.

Moon expressed gratitude for McCoy's service to the board and that an election of officers will occur in January.

ADJOURNMENT: Motion by Ahlvin, seconded by McCoy, to adjourn the December 18, 2025, Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman and McCoy; Nay – None

The meeting adjourned at 5:47 p.m.

Respectfully submitted,

Shena Moon, Associate Planner

January 22, 2026
Adopted

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:

01/14/2026

and for which the charge is 254.62

Kathy Goetzinger

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

this 14th day of January, 2026

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 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 Citys 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 Spranks involvement.

In response to Stavers 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
1t 1/14

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:

01/14/2026

and for which the charge is 138.41

Kathy Goetzinger

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

this 14th day of January, 2026

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 1,461,065.43; 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 1,279,493.20; GRAND TOTAL $ 5,378,505.83
*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 1,519,429.22; 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 $ 5,771,921.77
*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 929,838.44; Special Revenue 259,229.77; Debt Service 50,000.00; Capital Projects 478,727.25; Water 260,195.45; Sanitary Sewer 263,661.37; Stormwater 51,603.54; Parking 80,257.45; Refuse 3,608.84; Transit 9,624.04; Internal Service 12,270.53; DMASWA 143,912.96; GRAND TOTAL $ 2,542,929.64
*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 OCTOBER 31, 2025 INTERIM REVENUES BY TYPE

Revenue Type Amount

Charge for services 8,967,456.60; 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 $ 33,335,684.63

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 14,117,530.43; Special Revenue 8,714,744.31; 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 227,364.40; Refuse 623,444.87; Transit 79,104.99; Internal Service 331,157.74; DMASWA 1,000,468.85; Total $ 33,335,684.63

*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 6,629,875.21; 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 378,933.95; Gain on Disposal 13,770.00; Miscellaneous 37,062.22; Total $ 12,846,206.22

CITY OF DUBUQUE

PERIOD ENDING NOVEMBER 30, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 5,278,370.63; Special Revenue 2,613,700.52; 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 $ 12,846,206.22

*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 6,072,504.02; Grants/Contributions 7,736,335.65; LOST 2,071,712.31; Hotel/Motel Tax 619,655.06; Utility Franchise Fees 469,118.68; Gaming 41,337.49; Investment Earnings 529,360.01; Miscellaneous (3,615.54);

Total $ 17,536,407.68
CITY OF DUBUQUE
PERIOD ENDING DECEMBER 31, 2025 INTERIM REVENUES BY FUND
Fund Amount
General Fund 4,336,752.66; Special Revenue 1,680,638.70; Debt Service 150,421.96; Capital Projects 7,054,070.33; Water 999,045.51; Sanitary 1,732,865.58; Stormwater 425,999.99; Parking 201,167.77; Refuse 347,049.36; Transit 63,813.64; Internal Service 15,113.26; DMASWA 529,468.92; Total $ 17,536,407.68
*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 1/14

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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01/14/2026

and for which the charge is 515.67

Kathy Goetzinger

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

this 14th day of January, 2026

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 1/5/26 meeting
COUNCIL APPROVAL
PAYDATE 01-07-2026
VENDOR NAME NET AMOUNT INVOICE DESCRIPTION
1800TShirts $ 1,417.00 city swag - fall wellness challenge; ACCESS TECHNOLOGIES INC 473.83 FY26 Copy and Print Costs for Malfunctions; ADDOCO INC 80.00 MULCH FOR GREENHOUSE AREAS; AECOM TECHNICAL SERVICES INC 47,694.83 B2E2 (705) RAISE Planning Grant Design Services; AECOM TECHNICAL SERVICES INC 7,358.84 22200328; AIRGAS USA LLC 34.07 Medical Oxygen for Ambulances; AIRGAS USA LLC 17.51 Medical Oxygen for Ambulances; AIRGAS USA LLC 37.87 Medical Oxygen for Ambulances; AIRGAS USA LLC 32.20 Medical Oxygen for Ambulances; AIRGAS USA LLC 40.72 Medical Oxygen for Ambulances; ALLIANT ENERGY 256.84 FY26 411 E 15th St Blum Bldg Electric; ALLIANT ENERGY 73.31 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 140.25 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 2,120.20 FY26 Electric City Hall Annex 1300 Main; ALLIANT ENERGY 151.63 FY26 1805 Central LA Electric; ALLIANT ENERGY 3,315.10 FY26 1503 W 3rd Electric; ALLIANT ENERGY 611.02 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 25.04 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 156.26 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 522.63 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 314.98 FY26 1805 Central LA Electric; ALLIANT ENERGY 125.35 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 97.36 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 1,864.73 FY26 1157 Central MFC Electricity; ALLIANT ENERGY 1,978.08 FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS; ALLIANT ENERGY 69.19 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 662.48 FY26 W 5th Restroom Electricity; ALLIANT ENERGY 341.38 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 25.60 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 44,951.84 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY 206.14 FY26 Electric Traffic & Street Lights; ALTORFER INC 1,908.00 Altorfer City Hall GEN maintenance and inspection; AMERICAN LEGAL PUBLISHING CORP 199.00 Code Supplements; AMERICAN LEGAL PUBLISHING CORP 500.00 Annual Web Hosting Fee; Approved Networks LLC 1 33.26 1gig BiDi SFP; Ascendance Trucks LLC 107.80 UNIT #3409 - HOSE TURBOCHARGER OIL DRAIN TU; Ascendance Trucks LLC 132.71 Unit #3417 - WO8545 - AIR SPRINGS; Ascendance Trucks LLC 261.96 Unit #1902 - WO 8431 - INJECTOR O-RING; Ascendance Trucks LLC 167.53 Unit #1902 - WO8431 - VALVE COVER GASKET KIT; Ascendance Trucks LLC 255.18 STOCK FILTERS 12/11/2025; Ascendance Trucks LLC 53.59 Unit #1903 - WO8613 - TURN SIGNAL PA LAMP; Ascendance Trucks LLC (130.00) Unit #1906 - VALVE KITS & THERMOSTAT; Ascendance Trucks LLC (382.84) UNIT #3409 Parts; Ascendance Trucks LLC 132.71 Unit #3417 - WO8687 - AIR SPRING 12/19/2025; Ascendance Trucks LLC 50.71 GARAGE - STOCK 12/22/2025; AY MCDONALD MFG CO 17,153.87 Franchise Fee FY26; Bauer Built Inc 184.34 UNIT #3214 - TIRE REPAIR 12/19/2025; BLACK HILLS/IOWA GAS UTILITY CO 44.54 FY26 1805 Central Ste 2; BLACK HILLS/IOWA GAS UTILITY CO 265.11 FY26 1157 Central Colts and MFC Bldg; BLACK HILLS/IOWA GAS UTILITY CO 520.83 FY26 INTERMODAL GAS UTILITIES; BLACK HILLS/IOWA GAS UTILITY CO

291.24 FY26 1101 Central Colts and MFC Bldg Natural Gas; BLACK HILLS/IOWA GAS UTILITY CO 2,840.76 FY26 350 W 6th St Federal Bldg Natural Gas; BLACK HILLS/IOWA GAS UTILITY CO 473.34 FY26 1310 Main St Annex Natural Gas; BLACK HILLS/IOWA GAS UTILITY CO 613.15 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS UTILITY CO 628.73 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS UTILITY CO 1,281.16 FY25 JOTC GAS UTILITIES; BLACK HILLS/IOWA GAS UTILITY CO 242.39 FY26 350 W 6th St Federal Bldg Natural Gas; COUNCIL APPROVAL; Blue Sky Co, LLC 1,399.90 DOG POO BAGS; Braden Daniels 311.32 Travel Reimbursement Request; BUS COALITION, THE 1,000.00 Bus Coalition Membership FY26; CANDACE EUDALEY-LOEBACH 13,858.93 PUBLIC ENGAGEMENT-4 PARKS; CANDACE EUDALEY-LOEBACH 6,405.00 USDA QUAIP Project Management; Chris Oshea 620.01 2025 Concrete Work in the ROW CNC; Chris Oshea 905.30 2025 Concrete Work in the ROW CNC; CINTAS CORP 203.92 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 207.85 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 226.36 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 61.61 Cleaning Supplies / Mats - Intermodal - FY26; CINTAS CORP 184.17 Mats, Cloths, shop towels JOTC FY26; CINTAS CORP 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 207.85 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 226.36 FY2026 BLANKET PO - UNIFORMS; CINTAS FIRST AID & SAFETY 7.53 RESTOCKING OF FIRST AID KIT; CINTAS FIRST AID & SAFETY 7.53 RESTOCKING OF FIRST AID KIT; CINTAS FIRST AID & SAFETY 7.53 RESTOCKING OF FIRST AID KIT; CINTAS FIRST AID & SAFETY 27.65 Replenish Safety Supplies Garage; CINTAS FIRST AID & SAFETY 96.23 FY2026 BLANKET PO - FIRST AID SUPPLIES; JCI ELECTRIC - TYER WEIMERSKIRCH 19.95 REFUND FOR INCORRECT APP SUBMITTED. S/B ELECTRICAL; CLEAN SWEEP OF I & I LLC 38.00 Police Vehicle Washes; COMMAND SECURITY SOLUTIONS 139.05 CMD City Hall; COMMAND SECURITY SOLUTIONS 216.24 Alarm monitoring Engine House; COMMUNICATIONS ENGINEERING CO 4,697.00 Medline Project - Switches to be installed; CREDITRON CORPORATION 1,105.40 Creditron Maintenance and License; DATA AXLE 4,750.00 Data Axle Ref USA subscription Oct '25 -Oct '26; DAVIS & STANTON INC 996.50 Commendation Pins; DIETZ ENTERPRISES LLC 5,731.41 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 2,032.74 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 4,623.00 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 231.84 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 605.78 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,121.62 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 250.00 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 4,410.69 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 3,541.32 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,267.38 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 2,466.60 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 2,534.76 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,093.50 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,267.38 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,199.22 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 1,876.80 2025 Concrete work in the public ROW; DIETZ ENTERPRISES LLC 4,786.26 2025 Concrete work in the public ROW; Dinges Partners Group 244.00 One Set of Bunker Gear for Petersen; Discover Hospitality LLC

520.75 640 W 11th Relocation LHH21; Discover Hospitality LLC
520.75 640 W 11th Relocation LHH21; Discover Hospitality LLC
144.48 640 W 11th Relocation LHH21; Discover Hospitality LLC
1,619.42 640 W 11th Relocation LHH21; Discover Hospitality LLC
1,619.42 640 W 11th Relocation LHH21; Drive Line & Company,
Inc. 186.25 UNIT #1902 - SERVICE; Drive Line & Company, Inc.
318.62 STOCK PLOW 12/10/2025; Drive Line & Company, Inc.
194.00 UNIT #4902 - WO 8607 - MODUEL 3 PORT; Drive Line &
Company, Inc. 101.25 UNIT #4902 - WO8607 - SOFT START MODULE
V3; DRIVE LINE OF DUBUQUE INC 204.31 VEHICLE 4902 HYDRAULIC
LINE REPAIR; DUBUQUE COMMUNITY SCHOOL DIST 823.22 Franchise
Fee FY26; 2 of 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION;
DUBUQUE COUNTY AUDITOR 18,334.06 City Election November 4
2025; DUBUQUE COUNTY E911 BOARD 467.55 FY26 Emergency Radio
Access Fees; DUBUQUE COUNTY E911 BOARD 467.55 FY26 Emergency
Radio Access Fees; DUBUQUE COUNTY HISTORICAL SOCIETY 1,485.38
Franchise Fee FY26; DUBUQUE COUNTY HISTORICAL SOCIETY 342.51
Franchise Fee FY26; DUBUQUE COUNTY RECORDER 27.00 Recording
Fees - Mcguire and UD; DUBUQUE COUNTY RECORDER 42.00 Recording
Fees - Mcguire and UD; DUBUQUE COUNTY RECORDER 67.00 Recorder
fee Comiskey Environmental Covenant; DUBUQUE COUNTY RECORDER
37.00 RECORDING FEE FOR 321 VALERIA; DUBUQUE COUNTY SHERIFF
7,546.64 DDTF Nov25 Shared Expenses; DUBUQUE HOSE & HYDRAULICS
26.65 Unit #3402 - WO8469 - BRASS NIPPLE, PIPE; DUBUQUE HOSE &
HYDRAULICS 12.85 UNIT #2697 - WO 8453 - HOSE; DUBUQUE HOSE &
HYDRAULICS 11.15 UNIT #3411 - WO8442 - BOLTS; DUBUQUE HOSE &
HYDRAULICS 7.92 UNIT #3411 - WO 8522 - BOLTS; DUBUQUE HOSE &
HYDRAULICS 14.43 UNIT #3255 - WO 8527 - O-RING, LOCK NUT;
DUBUQUE HOSE & HYDRAULICS 80.12 SHOP SUPPLIES 12/10/2025 (3);
DUBUQUE HOSE & HYDRAULICS 106.88 Garage - Shop Use 12/17/25;
DUBUQUE HOSE & HYDRAULICS 35.24 GARAGE - SHOPE USE 12/18/2025;
DUBUQUE HOSE & HYDRAULICS 17.30 Garage - Shop Tools 12/18/25;
DUBUQUE HOSE & HYDRAULICS 122.97 GARAGE - SHOP SUPPLIES
12/19/2025; DUBUQUE MAIN STREET LIMITED 24,052.75 FY 2026
COS/POS Dbq Main St; DUBUQUE VISITING NURSE ASSOCIATION 723.56
Dubuque Visiting Nurse-Project 8X0173-LHH24; EAST CENTRAL
INTERGOVERN ASSOC 2,201.00 16th St Detention Basin Culvert &
Pumping Station; EASTERN IOWA EXCAV & CONCRETE LLC 33,492.00
STREET PATCHES FOR WM REPAIRS-EAGLE & ALTHAUSER; EASTERN IOWA
EXCAV & CONCRETE LLC 27,999.68 STREET PATCHES FOR WM
REPAIR-E.14&ELM STS; EASTERN IOWA EXCAV & CONCRETE LLC
5,876.00 DITCH OVER WM REPAIR-OLD DAVENPORT&O'ROURKE RDS; ELLA
ROSE LINK 26.01 Gas from Academy for new officers; ELLIS
APPLIANCE & SERVICE INC 129.00 Dishwasher Repairs - JOTC
11/12/25; EverFlow LLC 1,247.00 EverFlow LLC - Snow & Ice
Removal -Blanket PO; EXPRESS EMPLOYMENT PROFESSIONALS 710.19
Dispatcher Temp Services; EXPRESS EMPLOYMENT PROFESSIONALS
406.30 Dispatcher Temp Services; EXPRESS EMPLOYMENT
PROFESSIONALS 484.84 Dispatcher Temp Services; EXPRESS
EMPLOYMENT PROFESSIONALS 709.20 Dispatcher Temp Services;
EXPRESS EMPLOYMENT PROFESSIONALS 927.10 Temporary
Administrative Assistant for HR; FEDEX 564.99 Shipping
Fee-LEAD WATER SAMPLE,QUARTERLY SAMPLES; FEDEX 11.34 Fed X
Shipping Fee-Water Bottle Sample - Lead; FEDEX 21.18 Fed X
Shipping Fee-Water Bottle Sample - Lead; FEH Associates Inc
5,399.55 Minor Mods Project; FERGUSON WATER WORKS SUPPLY #2516
16,201.50 METER STOCK; FINLEY HOSPITAL 214.21 Franchise Fee
FY26; FRANSYL EQUIPMENT INC 1,485.00 REPAIRS TO #4425; Full
Bohr Concrete 2,788.07 2025 Concrete work in ROW Full Bohr;
Full Bohr Concrete 11,929.64 2025 Concrete work in ROW Full

Bohr; Full Bohr Concrete 18,861.70 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 13,738.81 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 1,885.23 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 457.26 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 6,168.46 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 2,108.05 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 450.00 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 772.81 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 1,977.48 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 300.00 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 2,010.28 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 150.00 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 6,138.91 2025 Concrete work in ROW Full Bohr; Full Bohr Concrete 7,352.16 2025 Concrete work in ROW Full Bohr; GEISLER BROTHERS COMPANY 192.32 Intermodal Service call - 7/29/25; GENE C ROKUSEK 525.00 UNIT #1900 FIRE -WINDSHIELD; GENUINE PARTS COMPANY INC (243.03) UNIT #3410 - WO8129 - SENSOR; 3 of 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; GENUINE PARTS COMPANY INC 57.68 UNIT #3453 LANDFILL - K-SEAL; GENUINE PARTS COMPANY INC 72.10 UNIT #3456 - OIL & AIR FILTER; GENUINE PARTS COMPANY INC 145.38 UNIT #3463 - LIGHT; GENUINE PARTS COMPANY INC 399.65 STOCK - FILTERS 12/09/2025; GENUINE PARTS COMPANY INC 60.49 SHOP SUPPLIES 12/10/2025 (2); GENUINE PARTS COMPANY INC 41.58 STOCK FLUIDS 12/10/2025; GENUINE PARTS COMPANY INC 6.58 SHOP SUPPLIES 12/10/2025; GENUINE PARTS COMPANY INC 207.74 GARAGE - STOCK FILTERS - 12/11/25; GENUINE PARTS COMPANY INC 145.13 GARAGE - STOCK FILTERS - 12/11/25; GENUINE PARTS COMPANY INC 74.86 GARAGE - STOCK FILTERS - 12/15/2025; GENUINE PARTS COMPANY INC 338.60 GARAGE - STOCK FILTERS - 12/16/25; GENUINE PARTS COMPANY INC 5.99 GARAGE - STOCK - 12/17/25; GENUINE PARTS COMPANY INC 234.40 GARAGE - STOCK - 12/19/2025; GENUINE PARTS COMPANY INC 293.76 UNIT #2602-WO8649-BRAKE CYL, FUEL FILT. ELCT TAPE; GILLIG LLC 1,128.51 UNIT #2682 - WO8536 - PANEL ASSEMBLY, FENDER; GILLIG LLC 1,674.09 UNIT #2682 - WO8536 - PARTS 11/26/25; GILLIG LLC 402.80 GARAGE - STOCK GILLIG - 12/03/2025; GILLIG LLC 910.56 GARAGE - STOCK GILLIG - 12/10/2025; GOODYEAR TIRE & RUBBER 4,635.94 Goodyear Tires Damaged Tires 12/4/25; GOVCONNECTION INC 405.30 UPS battery for the Federal Building 2nd floor UPS; Grahams Style Store 270.65 2026 Alley Lighting Agreement; Grant County Truck Bodies LLC 4,400.00 Tommy Gate for Parking Truck 1702; GRAYMONT WESTERN LIME INC 5,425.08 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC 5,433.56 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC 5,556.52 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; HADRONEX INC 1,243.75 Smart Cover Smart Rain Parts and service; HDR ENGINEERING INC 8,548.14 Sanitary Sewer Asset Mgmt Plan; HDR ENGINEERING INC 5,450.00 Sanitary Sewer Asset Mgmt Plan; HENDRICKS FEED & SEED CO INC 398.00 ICE MELT FOR DOWNTOWN AREAS; HERBST UPHOLSTERY 320.00 UNIT #2503 - BUS REBUILD FOAM & MAKE COVER; HERBST UPHOLSTERY 640.00 UNIT #2502 - BUS - 2 SEATS FOAM/COVER; HILLS & DALES CHILD DEVELOPMENT 489.22 Franchise Fee FY26; HILLS & DALES CHILD DEVELOPMENT 131.42 Franchise Fee FY26; HODGE COMPANY 9,556.06 FY26 Data Center Rent and Expenses; HOLY FAMILY CATHOLIC SCHOOLS 128.05 Franchise Fee FY26; Howmedica Osteonics Corp 1,580.82 LifePak 15 Cardiac Monitor; Howmedica Osteonics Corp 18,500.00 LifePak 15 Cardiac Monitor; HOYNE LANDSCAPING & SNOW PLOWING 524.68 BLACK DIRT FOR EPP AND VETS; IMWCA 15,839.44 TPA Payments -

November 2025; IOWA DEPARTMENT OF AGRICULTURE 30.00 PESTICIDE APPLICATORS LICENSE-PARKS; IOWA DEPT OF TRANSPORTATION 105.12 Paper for MCTs; IOWA KENWORTH INC 180.33 STOCK - GILLIG 12/09/2025; IOWA NAHRO 1,580.00 Iowa NAHRO 2026 Annual Conference; J & R SUPPLY COMPANY 3,912.50 FIRE HYDRANT CHAINS AND PARTS; J & R SUPPLY COMPANY 86.27 HIVIZ SOFTSHELL JACKET AND LOGO FEE FOR S.VALENTIN; J & R SUPPLY COMPANY 122,850.00 FIRE HYDRANTS FOR STOCK; J & R SUPPLY COMPANY 1,375.00 TAP SLEEVE FOR MOZENA PROPERTY; J & R SUPPLY COMPANY 9,075.00 BOLTS, MEGA LUGS & TAPPING SADDLE PARTS; J & R SUPPLY COMPANY 9,800.00 REPLACE VALVES INSTALLED FOR REPLACEMENT; J & R SUPPLY COMPANY 430.00 CONNECTORS FOR TEES & VALVES; J & R SUPPLY COMPANY 9,315.00 PIPE & COUPLINGS FOR WATER MAIN REPAIRS; JAEGER PLUMBING & PUMP INC 646.39 HDQ-Replace Kitchen Faucet at Headquarters; JAY M MORRISSETTE 171.00 Per Diem FBINNA Leadership Course; JQ Construction LLC 102,041.69 LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION; Katie Cove Homeowners Association 800.00 2026 Dues - 1st Semi-Annual Road Fund; KAY CONSTRUCTION LLC 2,233.53 1900 Washington Sidewalk repairs; KENNETH J MEYER 145.00 GARAGE - SHOP SUPPLIES (GLOVES) 12/19/25; KILBURG EQUIPMENT LLC 168.50 GARAGE - STOCK RUBBISH 12/10/2025; Lake Assault Boats, LLC 85,416.00 Landing Craft Style Fire Boat; LESLEIN TRUCKING 14,504.40 FY2026 BLANKET PO - SLUDGE HAULING SERVICES; 4 of 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; LINK HYDRAULIC & SUPPLY 119.94 Unit #540001 - LIGHTBAR; LORAS COLLEGE 3,594.70 Franchise Fee FY26; MANDERS INC 800.00 FALL PAVER INSTALLATION; MARTIN EQUIPMENT OF IL INC 159.90 UNIT#3452 -LF PLUG END; MARTIN EQUIPMENT OF IL INC 382.47 UNIT#3453 - LANDFILL DOZER PARTS 12/09/2025; MARTIN EQUIPMENT OF IL INC 487.38 UNIT#3456 - Landfill dozer repair parts 12/09/25; MARTIN EQUIPMENT OF IL INC 1,040.75 UNIT#3471 -LF COMPACTOR FILTERS; MARTIN EQUIPMENT OF IL INC 1,486.13 UNIT#3226 - WO8547 - O-RING, ACTUATORS; MARTIN EQUIPMENT OF IL INC 250.15 UNIT#3471 - LF COMPACTOR LUBE, FLUID ANA KIT; MARTIN EQUIPMENT OF IL INC 178.99 UNIT#3455 - LF DOZER PARTS; MARTIN EQUIPMENT OF IL INC 159.99 UNIT#3456 - LF O-RINGS & HOSES; MARTIN EQUIPMENT OF IL INC 68.65 UNIT#3476 - LF EXCAVATOR FILTERS; MARTIN EQUIPMENT OF IL INC 1,302.54 UNIT#3476 - LF EXCAVATOR - TOOTH; MARTIN EQUIPMENT OF IL INC 264.97 UNIT#3455 - LF DOZER - HOSE, FILLER CAP, TANK; MEDIACOM 236.90 FY26 INTERNET FOR POD MARINA; MEDICAL ASSOCIATES CLINIC PC 1,860.00 Random drug and alcohol tests - November 2025; MIDWEST HARDWOODS INC (452.00) HARDWOOD FOR PICNIC TABLES; MIDWEST HARDWOODS INC 7,030.52 HARDWOOD FOR PICNIC TABLES; MIKE FINNIN FORD LLC 483.51 STOCK - MINI BUS 12/9/2025; MIKE FINNIN FORD LLC 250.88 UNIT #3246 - WO8608 - SENSOR; MIKE FINNIN FORD LLC 315.00 UNIT #110004 - WO8638 - FUEL TUBE ASY; MIKE FINNIN FORD LLC 350.07 UNIT #4902 - WO8607 - BRADK, LAMP ASY; MIKE FINNIN FORD LLC 1,372.87 GARAGE - STOCK POLICE 12/21/2025; MIKE FINNIN FORD LLC 77.73 UNIT #2616 - WO 8686 - SWITCH; MISCELLANEOUS 14.00 AC REFUND FOR DUPLICATE PAYMENT; MOBOTREX INC 2,520.00 Mobotrex Repair Power Supply Failure; MOLO OIL COMPANY 1,120.33 COD FIRE DEPT VEHICLE FUEL 10/31/2025; MOLO OIL COMPANY 688.42 COD FIRE DEPT VEHICLE FUEL 11/30/2025; MOLO OIL COMPANY 18,225.50 GARAGE ACCT #1157 - FUEL 11/18/2025; MOLO OIL COMPANY 7,526.97 GARAGE ACCT#1157 - FUEL; MSA PROFESSIONAL SERVICES INC 4,000.00 GREYHOUND PK RD WATER MAIN LOOP PROJECT; MTI DISTRIBUTING INC 6,506.14 PARTS FOR EMERGENCY REPAIRS #4470; MULGREW OIL COMPANY 85.76 Diesel Fuel for Headquarters Generator; MULGREW

OIL COMPANY 172.36 Diesel Fuel for Headquarters Generator; NEIGHBORHOOD EVOLUTION LLC 6,000.00 Nevo consulting svcs; NEIGHBORHOOD EVOLUTION LLC 500.00 Nevo consulting svcs; NEWT MARINE SERVICE 3,589.19 2025 Riverfront Dock Spud Barge Rental; NEWT MARINE SERVICE 5,000.00 2025 Riverfront Dock Spud Barge Rental; NEWT MARINE SERVICE 5,000.00 2025 Riverfront Dock Spud Barge Rental; NEWT MARINE SERVICE 4,909.63 2025 Riverfront Dock Spud Barge Rental; NICHOLAS EDWARDS, MD 3,333.33 EMS Director Yearly Salary for EMS Support FY26; O'REILLY AUTOMOTIVE INC (233.07) Unit # 130004- Battery; O'REILLY AUTOMOTIVE INC 28.97 UNIT #2609 - WO8351 - CAPSULES; O'REILLY AUTOMOTIVE INC 75.98 UNIT #2609 - WO8351 - WIPER BLADES; O'REILLY AUTOMOTIVE INC 48.59 UNIT #110035 - WO2938 - WASHER PUMP; O'REILLY AUTOMOTIVE INC 47.52 UNIT #0906 - WO6067 - MULTI SW; O'REILLY AUTOMOTIVE INC 143.88 STOCK - WIPER BLADES 12/10/2025; O'REILLY AUTOMOTIVE INC 126.99 UNIT #110014 - WO 8575 - BATTERY & CORE CHARGE; O'REILLY AUTOMOTIVE INC 196.99 UNIT #110014 - BATTERY, CORE EXCHANGE; O'REILLY AUTOMOTIVE INC 32.98 GARAGE - SHOP SUPPLIES 12/18/2025; O'REILLY AUTOMOTIVE INC 79.98 UNIT #1903 - WO8682 - DIESEL EXTRM; O'REILLY AUTOMOTIVE INC (35.98) Unit#4442 1 Gallon Anti-Freese; O'REILLY AUTOMOTIVE INC (42.96) UNIT# 1783 Replacement Parts; O'REILLY AUTOMOTIVE INC (19.40) STOCK - Copper Plugs for Inventory; O'REILLY AUTOMOTIVE INC (23.91) UNIT# 4103 Engine Belt Replacement; O'REILLY AUTOMOTIVE INC (83.16) STOCK Items:; O'REILLY AUTOMOTIVE INC (31.98) UNIT# 1922 Replace Air Filter; O'REILLY AUTOMOTIVE INC (157.96) UNIT #1913 Replacement Parts: Brake Components; O'REILLY AUTOMOTIVE INC (103.92) 12007 & 12270 10.3 oz Silicn; ORIGIN DESIGN CO 7,767.00 PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1; 5 of 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; O'TOOLE OFFICE SUPPLY COMPANY 76.50 UPDATED NAME PLATES FOR ADMIN; OVERHEAD DOOR COMPANY 524.25 JOTC garage door repairs 11/22/25; PEGGY S ABIDI 36.75 MILEAGE REIMBURSEMENT-ABIDI; PER MAR SECURITY SERVICES 235.71 FY26 Fed Bldg Fire Alarm Monitoring; PRAIRIE FARMS 499.80 Franchise Fee FY26; PRAIRIE FARMS 3,275.32 Franchise Fee FY26; PRAIRIE FARMS 483.98 Franchise Fee FY26; PRAIRIE FARMS 3,447.31 Franchise Fee FY26; PRECISE MRM LLC 360.00 Precise vehicle monitoring Engineering; R & J Window Cleaning LLC 275.00 WINDOW CLEANING- POD MARINA; R & J Window Cleaning LLC 275.00 WINDOW CLEANING- POD MARINA; R W BORLEY ADVERTISING INC 150.10 Calendars; RACOM CORPORATION 16.95 Headband Replacement for Portable Radio; RAPIDS REPRODUCTION INC 340.00 Rapid Reproductions- cable replacement; RDG PLANNING & DESIGN 4,042.00 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 40,194.38 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 429.57 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 2,003.00 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 605.00 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 7,062.89 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 1,400.00 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 8,795.25 Q Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING & DESIGN 525.00 Q Casino Amphitheater Planning-New PO w/New Coding; RILCO, Inc 325.50 Def Bulk; RILCO, Inc 4,536.50 GARAGE - Bulk Fluids 12/09/2025; ROEDER IMPLEMENT INC 572.62 GARAGE - STOCK CAMERAS - 12/15/2025; ROUSSELOT INC 717.42 Franchise Fee FY26; SADLER POWER TRAIN INC 1,306.35 STOCK FILTERS

12/09/2025; SADLER POWER TRAIN INC 326.44 STOCK LIGHTS 12/10/2025; SADLER POWER TRAIN INC 21.06 STOCK LIGHTS 12/09/2025; SADLER POWER TRAIN INC 141.60 GARAGE - STOCK LIGHTS 12/12/2025; SADLER POWER TRAIN INC 132.60 GARAGE - SHOP SUPPLIES 12/17/2025; SADLER POWER TRAIN INC 198.90 GARAGE - SHOP SUPPLIES 12/18/2025; SIMON FIRE EQUIPMENT & REPAIR INC 521.39 Unit #1903 - WO8613 - DRAWER; SIMON FIRE EQUIPMENT & REPAIR INC 594.00 GARAGE - STOCK REPAIR KITS 11/03/2025; SIMON FIRE EQUIPMENT & REPAIR INC 464.51 Unit #130003 - WO8496 - 300 AMP CONTRACTOR; SIMON FIRE EQUIPMENT & REPAIR INC 38.50 UNIT# 8548 - FIRE - REPAIR PRESSURE GOVENORS; SPX CORPORATION 178.14 Genfare Mobile Ticketing Nov 25; SR Custom Metal Railings, LLC 3,036.60 Railing fab and install; STEEL MART 79.00 METAL FOR GATE LOCKS; STEPHEN GREEN 100.00 REIMBURSEMENT FOR TRIP TO WEST DES MOINES; STRAND ASSOCIATES INC 21,467.36 Schmitt Island Sanitary Project; STRAND ASSOCIATES INC 532.17 42-Inch Force Main Stabilization Proj; STRAND ASSOCIATES INC 343.03 WELL NO. 11 SOURCE WATER-CONSULTANT SVCS; Sunset Law Enforcement, LLC 2,487.00 Titamium Suppressor; SUPERION, LLC 360.00 New License for Farley; SUSAN M STOPPELMOOR 1,140.00 FY26 RECREATION CLASS INSTRUCTOR; THE DUBUQUE ADVERTISER 975.00 12 Steps ad that ran in this week's DbqAdv; THE FISCHER COMPANIES 160.00 FY26 Parking Althoff, AC, Link, Murphy - Blanket; THE FISCHER COMPANIES 40.00 Parking Spot-Media Services; THE LOCKSMITH EXPRESS 22.50 LOCKS AND KEYS FOR PARKS; THOMPSON TIRE & RETREAD (165.00) UNIT#540003 - PARTS/SERVICE; THOMPSON TIRE & RETREAD 3,824.54 UNIT#3407 - TIRE REPAIR; THOMPSON TIRE & RETREAD 354.00 UNIT#3252 - TIRE REPAIR; THOMPSON TIRE & RETREAD 147.86 UNIT#110043 - WO8594 - TIRE REPAIR; THOMPSON TIRE & RETREAD 1,330.00 UNIT#3246 - TIRE REPAIR; THOMPSON TIRE & RETREAD 1,672.00 UNIT#4034 - TIRE REPAIR; THOMPSON TIRE & RETREAD 1,053.00 UNIT#3205 - TIRE REPAIR; THOMPSON TIRE & RETREAD 200.00 UNIT#3279 - TIRE REPAIR; THOMPSON TIRE & RETREAD 483.08 UNIT#2109 - TIRE REPAIR; 6 of 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; THOMPSON TIRE & RETREAD 1,788.00 GARAGE - STOCK POLICE 12/16/2025; THOMPSON TIRE & RETREAD 162.00 UNIT#2619 - TIRE REPAIR; THOMPSON TIRE & RETREAD 632.00 UNIT#3206 - TIRE REPAIR; THOMPSON TIRE & RETREAD 1,264.00 UNIT#540011 - TIRE REPAIR; THOMPSON TIRE & RETREAD 760.00 UNIT#4902 - TIRE REPAIR; THOMPSON TIRE & RETREAD 243.00 UNIT#3209 - TIRE REPAIR; TIMOTHY J WITTSTOCK 299.94 Police Supplies; TOP GRADE EXCAVATING INC 11,500.00 Station 2-Storm Sewer Pipe Replacement; TURPIN DODGE OF DUBUQUE LLC 481.50 UNIT #3101 - WO8688 - MIRROR; TURPIN DODGE OF DUBUQUE LLC (42.74) Stock; TYLER TECHNOLOGIES, INC 15.00 Tyler Chargeback Activity; TYLER TECHNOLOGIES, INC 30.00 Tyler Chargeback Activity; UNION HOERMANN PRESS 125.05 Franchise Fee FY26; VAN-WALL EQUIPMENT CO 286.12 MACHINE EQUIPMENT; VERIZON WIRELESS SERVICES LLC 102.61 Fixed Route Signs Data Nov 25; VERIZON WIRELESS SERVICES LLC 255.64 Fixed Route Rangers Data Nov 25; Vestis Group Inc (f/k/a Aramark) 131.97 Linens, tablecloths, cleaning cloths; WARTBURG THEOLOGICAL SEMINARY 489.76 Franchise Fee FY26; WARTBURG THEOLOGICAL SEMINARY 95.47 Franchise Fee FY26; WCS PHOTO 139.00 Photo Sitting/Downloading Charge; WELU PRINTING COMPANY 43.13 FY26 Welu Printing-Business Cards; WENZEL TOWING SERVICE 250.00 Unit #1902 - FIRE TRUCK TOWING; WESTPHAL & COMPANY, INC 5,803.25 Data Center Access System; WHKS AND COMPANY 108.73 Auburn and Custer Bidding and Construction Assista; WHKS AND COMPANY 10,075.47 Brunskill Rd

Sanitary Sewer Streambank Restoration; WHKS AND COMPANY
6,547.22 Wildwood Bridge Replacement Consulting Engineers;
21,367.54 Dubuque County Sheriff Dec 25; $ 1,204,223.78
1t 1/14

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:

01/14/2026

and for which the charge is 714.82

Kathy Goetzinger

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

this 14th day of January, 2026

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 12/17/25
Submitted to City Council at their 1/5/26 meeting
EXCEPTIONS TO COUNCIL APPROVAL
CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION
520008 12/30/2025 ACCESS TECHNOLOGIES INC $ 8,361.91 FY26 Copy and Print Costs for Malfunctions; 1017222 12/23/2025 ACCURATE ANALYTICAL TESTING 136.00 AAT Dust Wipes Testing LHH21 11.30.2025 inv#L14443; 1017232 12/23/2025 ADVANTAGE SHEET METAL INC 2,151.50 HVAC REPAIRS TO JOTC; 1017232 12/23/2025 ADVANTAGE SHEET METAL INC 157.50 SERVICE CALL TO 2241 LINCOLN-GREENHOUSE; 1017265 12/30/2025 AIRGAS USA LLC 16.20 LF-Rent Cyl Large Acetylene, Argon, Oxygen 12/30/2; 519978 12/23/2025 ALAN J STOLTZ 180.00 BASKETBALL REFEREE; 519981 12/23/2025 ALICIA M TURNIS 128.10 Mileage; 519959 12/23/2025 ALL SEASONS HEATING & COOLING 7,398.30 PELICAN SYSTEM; 519960 12/23/2025 ALLIANT ENERGY 22.62 2820 Brunswick St.-Alliant Energy (City Owned); 519960 12/23/2025 ALLIANT ENERGY 268.02 ELECTRIC BILLS FOR FY26; 519960 12/23/2025 ALLIANT ENERGY 27.05 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 40.71 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 23.40 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 58.61 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 327.07 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 1,478.39 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 121.97 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 1,540.54 FY26 Electric Traffic & Street Lights; 519960 12/23/2025 ALLIANT ENERGY 788.72 FY26 535 E 16th; 519960 12/23/2025 ALLIANT ENERGY 71.45 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 300.24 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 144.45 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 22.98 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 166.24 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 1,191.40 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 40.65 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 33.55 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 603.89 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 200.23 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 77.11 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 172.02 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 30.25 Blanket Purchase Order - Monthly Electric Service; 519960 12/23/2025 ALLIANT ENERGY 78.47 Parking Lot Lites electrical service; 519961 12/23/2025 ALLIANT ENERGY 14.48 Blanket Purchase Order - Monthly Electric Service; 519961 12/23/2025 ALLIANT ENERGY 21.17 Blanket Purchase Order - Monthly Electric Service; 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; 1017229 12/23/2025 Amano McGann Inc 1,161.00 Amano McGann Amano One Elite Software Package; 1017228 12/23/2025 Amazon Capital Services, Inc. 7,398.00 Direct to film print and cure; 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; 519962 12/23/2025 AMERICAN LEGION POST 6 792.00 FLAGS FOR PARKS DEPARTMENT; 1017231 12/23/2025 ANNA LILLIAN WOLLE 350.20 Wolle - IMAA; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 1,407.88 IPHONES AND IPADS PARKS-OCT 29-NOV 28, 2025; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 5,229.45 At&T Firstnet 09/29-10/28 Iphone + tablet; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 2,012.98 At&T First Net August 8/29-09/28 $2,012.98; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 2,012.98 At&T First Net July28 $2,012.98; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 2,105.13 At&T First Net 10/29-11/28 $2,105.13; 519987 12/23/2025 AT&T Mobility National Accounts, LLC 3,910.04 FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS; 1017195 12/23/2025 AV FUEL 20,177.04 Blanket Purchase Order - Aviation Fuel; 1017195 12/23/2025 AV FUEL 5,218.24 Blanket Purchase Order - Aviation Fuel; 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; 1017242 12/30/2025 AY MCDONALD MFG CO 400.81 Franchise Fee FY26; 1017188 12/17/2025 B G BRECKE INC 600.00 Monthly Boiler Check- 2401 Central Nov 2025; 1017185 12/17/2025 BARD MATERIALS CENTRAL 738.85 Various Concrete Products; 1017186 12/17/2025 BAY SCAN TECHNOLOGIES 1,816.12 RFID tags for library materials; 519997 12/23/2025 BCBS OF IA 624.22 AMBULANCE REFUND; 519980 12/23/2025 BELLEVUE HERALD-LEADER INC 655.00 Half Page Advertisement; 1017233 12/23/2025 BIECHLER ELECTRIC INC 241.60 Move Runway Signs;

1017233 12/23/2025 BIECHLER ELECTRIC INC 280.00 REPLACE BOARD ON SELF FUEL COUNSEL; EXCEPTIONS TO COUNCIL APPROVAL; 1017233 12/23/2025 BIECHLER ELECTRIC INC 280.00 WIRE CORD REEL; 1017233 12/23/2025 BIECHLER ELECTRIC INC 331.58 REPLACE FAULTY RELAY ON JET A PUMP; 1017233 12/23/2025 BIECHLER ELECTRIC INC 1,858.70 REPAIR APRON AND PARKING LOT LIGHTS; 1017278 12/30/2025 BIECHLER ELECTRIC INC 1,384.19 Hook Up AED's at Comiskey, Vets, Marshal Parks; 1017253 12/30/2025 BIG RIVER SIGN COMPANY INC 1,202.48 LF- Graphics for Receptacles; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 23.22 2527 Washington St (City Owned) Black Hills Energ; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 139.55 514 Angella St - (City Owned) Black Hills Energy; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 97.46 821 Garfield Ave. - Black Hills Energy (City Owned; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 73.95 2820 Brunswick St.-Black Hills Energy (City Owned); 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 86.30 FY26 Gas Service for 300 Main, Suite 330; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 974.75 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 FY2026 BLANKET PO - GAS COSTS; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 146.12 FY2026 BLANKET PO - GAS COSTS; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 96.78 FY2026 BLANKET PO - GAS COSTS; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 55.42 FY2026 BLANKET PO - GAS COSTS; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 603.24 Blanket Purchase Order - Monthly Gas Service; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 337.68 Blanket Purchase Order - Monthly Gas Service; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 262.22 Blanket Purchase Order - Monthly Gas Service; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 130.17 Blanket Purchase Order - Monthly Gas Service; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 NATURAL GAS FOR FY26; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 170.02 NATURAL GAS FOR FY26; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 198.22 NATURAL GAS FOR FY26; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 357.81 NATURAL GAS FOR FY26; 1017194 12/23/2025 BLACK HILLS/IOWA GAS UTILITY CO 746.00 NATURAL GAS FOR FY26; 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; 1017243 12/30/2025 BLACKSTONE AUDIO BOOKS 177.35 CD Audio Books for Library Collection; 1017226 12/23/2025 Boomerang Corp 12,967.15 Granger Creek Lift Station Improvements; 1017226 12/23/2025 Boomerang Corp 193,478.92 Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.; 1017190 12/17/2025 BOUND TO STAY BOUND BOOKS INC 743.18 Children's books for 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; 519993 12/23/2025 BRIMEYER, MANDA J 41.22 UB 07796 1551 BLUFF; 520035 12/30/2025

Bruce Lange 175.00 Ground Transportation Reimbursement; 1017196 12/23/2025 BTS INC 5,194.91 Iowa St Ramp Elevator Phone Service Call; 1017191 12/17/2025 CAPITAL SANITARY 265.26 Janitorial Supplies - JOTC building; 1017191 12/17/2025 CAPITAL SANITARY 60.13 Janitorial Supplies - Intermodal; 1017191 12/17/2025 CAPITAL SANITARY 20.62 Janitorial Supplies - Intermodal; 1017191 12/17/2025 CAPITAL SANITARY 470.44 Janitorial Supplies; 1017191 12/17/2025 CAPITAL SANITARY 84.03 Janitorial Supplies; 1017191 12/17/2025 CAPITAL SANITARY 79.07 ST4&HDQ-Janitorial Supplies; 1017191 12/17/2025 CAPITAL SANITARY 45.78 ST4&HDQ-Janitorial Supplies; 1017191 12/17/2025 CAPITAL SANITARY 193.76 ST4&HDQ-Janitorial Supplies; 1017238 12/23/2025 CAPITAL SANITARY 230.40 JANITORIAL SUPPLIES FOR PARKS; 1017284 12/30/2025 CAPITAL SANITARY 248.35 HDQ-Janitorial Supplies; 519986 12/23/2025 CARMAC MANAGEMENT INC 8,524.04 2025TIF Fall/FY26; 519998 12/23/2025 CAROL A PILKENTON 200.00 AMBULANCE REFUND; 260600010 12/12/2025 CENTURY LINK 42.57 FY26 CL Phone Charges; 260600011 12/18/2025 CENTURY LINK 86.14 FY26 CL Phone Charges; 260600012 12/20/2025 CENTURY LINK 205.08 FY26 CL Phone Charges; 260600013 12/20/2025 CENTURY LINK 0.14 FY26 CL Phone Charges; 520020 12/30/2025 Chad Sharkey 100.00 REIMBURSEMENT FOR TRIP TO WEST DES MOINES; 1017212 12/23/2025 CHRISTOPHER J LESTER 20.65 NOVEMBER 2025 MILEAGE FOR CHRIS LESTER; 1017197 12/23/2025 CINTAS CORP 173.28 Cintas Ramp Rugs FY26; 1017197 12/23/2025 CINTAS CORP 128.16 Cintas Ramp Rugs FY26; 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; 520003 12/30/2025 CINTAS FIRST AID & SAFETY 104.33 FIRST AIDE CABINET RESTOCKED; 519990 12/23/2025 Coast to Coast Personal Transportation 195.00 Blanket Purchase Order - Lost Baggage Return; 1017176 12/17/2025 COMELEC SERVICES INC 120.00 KDUB Tower Fees - 8 Units - FY26; 1017198 12/23/2025 COMMUNICATIONS ENGINEERING CO 12,750.00 CEC Block of labor; 519983 12/23/2025 COMMUNITY INCORPORATED 250.00 Denver Air Marketing - New service ORD-DBQ; 519983 12/23/2025 COMMUNITY INCORPORATED 250.00 Denver Air Marketing - New service ORD-DBQ; 519983 12/23/2025 COMMUNITY INCORPORATED 1,000.00 Denver Air Marketing - New service ORD-DBQ; 520036 12/30/2025 Constance Hutchcroft 175.00 Ground Transportation Reimbursement; 1017217 12/23/2025 CONSTELLATION NEW ENERGY GAS DIV 1,531.19 FY2026 BLANKET PO - GAS COSTS; 1017263 12/30/2025 CONSTELLATION NEW ENERGY GAS DIV 483.45 COD-Dubuque City Garage: Kerper OCT 2025; 1017199 12/23/2025 Cottingham & Butler Inc 11,443.59 ACA Reporting Project; 1017199 12/23/2025 Cottingham & Butler Inc 1,000.00 Job Evaluation Retainer; 1017245 12/30/2025 Cottingham & Butler Inc 1,000.00 Job Evaluation Retainer - October 2025; 520023 12/30/2025 COX SPRINGS FARM 9.95 BACKGROUND CHECK FEE REFUND; 1017254 12/30/2025 CRENNA M BRUMWELL 350.20 Brumwell - IMAA; 1017269 12/30/2025 DANIEL J MAYNE 300.00 LF- RCON- SWANA; 1017262 12/30/2025 DANIELLE K DAY 47.25 Reimbursement for Program Supplies; 1017202 12/23/2025 DAVE HINZ CONSTRUCTION INC 14,000.00 3rd and Main Chamber Patio Railing; 1017202 12/23/2025 DAVE HINZ CONSTRUCTION INC 5,500.00 3rd and Main

Chamber Patio Railing; 1017264 12/30/2025 DAVID M KING 90.00 BASKETBALL REFEREE; 1017200 12/23/2025 DELTA DENTAL OF IOWA 3,366.12 FY26 Delta Dental - January 2026; 1017200 12/23/2025 DELTA DENTAL OF IOWA 25,645.10 FY26 Delta Dental - January 2026; 1017258 12/30/2025 DEMMER OIL COMPANY 24,123.60 7308 Gallons of Diesel; 519992 12/23/2025 Dubuque American Legion Auxiliary Unit 6 1,600.00 SD Grant-Youth Leadership-American Legion Auxiliar; 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; 519963 12/23/2025 DUBUQUE COUNTY ABSTRACT & TITLE 155.00 ABSTRACT FEES FOR 35 CLARKE AND 632 W 8TH; 1017246 12/30/2025 DUBUQUE COUNTY FIRE ASSOCIATION 750.00 Emergency Responder Training Facility 2026; 519964 12/23/2025 DUBUQUE COUNTY RECORDER 12.00 RECORDING FEE FOR 5 PROPERTIES; 519964 12/23/2025 DUBUQUE COUNTY RECORDER 7.00 Dubuque County Recorder-CDBG (Blanket PO); 519964 12/23/2025 DUBUQUE COUNTY RECORDER 32.00 Recording Fees Engineering; 519964 12/23/2025 DUBUQUE COUNTY RECORDER 37.00 Recording Fees Engineering; 519964 12/23/2025 DUBUQUE COUNTY RECORDER 47.00 Dubuque County Recorder -Ordinance; 519964 12/23/2025 DUBUQUE COUNTY RECORDER 54.00 Recording Fees-LHH24; 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; 519965 12/23/2025 DUBUQUE VISITING NURSE ASSOCIATION 657.71 2024 HHP VNA Charges; 519984 12/23/2025 EASTERN IOWA ASPHALT MAINTENANCE IN 2,567.48 Re-Stripe Intermodal Ramp; 519984 12/23/2025 EASTERN IOWA ASPHALT MAINTENANCE IN 9,196.48 Re-Stripe Intermodal Ramp; 1017218 12/23/2025 EASTERN IOWA EXCAV & CONCRETE LLC 27,428.63 RUSTIC POINT PARK DEVELOPMENT; 1017218 12/23/2025 EASTERN IOWA EXCAV & CONCRETE LLC 64,094.34 Iowa Amphitheater Schmitt Island Bid Pkg 1; 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; 519989 12/23/2025 Eocene Environmental Group 2,505.00 Eocene Environmental Group EBL Training LHH; 1017227 12/23/2025 EverFlow LLC 1,342.00 EverFlow LLC - Snow & Ice Removal -Blanket PO; 1017227 12/23/2025 EverFlow LLC 1,284.00 EverFlow LLC - Snow & Ice Removal -Blanket PO; 1017227 12/23/2025 EverFlow LLC 1,211.00 EverFlow LLC - Snow & Ice Removal -Blanket PO; 1017259 12/30/2025 EXPRESS EMPLOYMENT PROFESSIONALS 565.75 Temporary Administrative Assistant for HR; 1017215 12/23/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 63,890.85 Old Mill Lift Station Phase 4 Design - Foth; 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; 519966 12/23/2025 GIESE SHEET METAL CO INC 61,986.88 Fire HQ HVAC Replacement Project; 1017268 12/30/2025 GINA S BELL 167.51 GB Mileage July-December 2025; 1017271 12/30/2025 Global Flight Solutions, LLC 4,000.00 Blanket Purchase Order - Monthly Air Serv. Consult; 519967 12/23/2025 GREATER DUBUQUE DEVELOPMENT CORP 8,135.00 FY26 COS GDDC; 520011 12/30/2025 GRP & ASSOCIATES INC 33.00 LF- Large Medical Waste Boxes 12/15/25; 519968 12/23/2025 HARRIS MOTOR SPORTS 600.00 GOLF CART RENTAL; 519968 12/23/2025 HARRIS MOTOR SPORTS 133.34 GOLF CART RENTAL; 519968 12/23/2025 HARRIS MOTOR

SPORTS 133.34 GOLF CART RENTAL; 519968 12/23/2025 HARRIS MOTOR SPORTS 291.49 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 106.31 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 185.48 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 229.31 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 96.01 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 89.88 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 139.06 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 89.88 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 133.71 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 66.24 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 106.31 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 128.18 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 120.13 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 356.35 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 133.71 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 48.86 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 112.03 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 133.71 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 95.23 GOLF CART DAMAGE REPAIRS; 519968 12/23/2025 HARRIS MOTOR SPORTS 133.71 GOLF CART DAMAGE REPAIRS; 1017201 12/23/2025 HDR ENGINEERING INC 2,429.63 E/W Corridor Capacity Improv-University Overlap; 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; 519999 12/23/2025 HUMANA 249.55 AMBULANCE REFUND; 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; 519975 12/23/2025 IOWA COMMUNITIES ASSURANCE POOL 5,450.00 FY26 Damage Claims; 519975 12/23/2025 IOWA COMMUNITIES ASSURANCE POOL 1,640.58 FY26 Damage Claims; 519975 12/23/2025 IOWA COMMUNITIES ASSURANCE POOL 1,332.36 FY26 Damage Claims; 3 of 6; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; 519975 12/23/2025 IOWA COMMUNITIES ASSURANCE POOL 1,280.97 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; 519969 12/23/2025 IOWA DEPT OF TRANSPORTATION 480.00 PGrommett PPC Level II Certification; 519970 12/23/2025 IOWA DEPT OF TRANSPORTATION 120.00 LRupp HMA Level 1 Recert; 519971 12/23/2025 IOWA ONE CALL 829.20 Iowa One Call Utility Locates; 519991 12/23/2025 Iron Creek Group LLC 2,279.17 FY26 Rent for 300 Main, Suite 330; 520024 12/30/2025 JAMES BUTLER 9.95 REFUND OF BG CHECK; 1017270 12/30/2025 Jason D Lehman 350.20 Lehman - IMAA; 520038

12/30/2025 Joseph Rios 175.00 Ground Transportation Reimbursement; 520000 12/23/2025 JOSHUA D HENRY 813.00 AMBULANCE REFUND; 519972 12/23/2025 KANE, NORBY AND REDDICK, PC 2,402.50 103800- Platinum Holdings; 520039 12/30/2025 Karin Spisak 175.00 Ground Transportation Reimbursement; 519979 12/23/2025 KENNETH J WELTER 90.00 BASKETBALL REFEREE; 1017275 12/30/2025 Key Lime Air Corp 245,327.00 MRG for November 2025; 1017192 12/17/2025 KIESLER POLICE SUPPLY INC 5,843.10 Tac Training Ammo; 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; 1017177 12/17/2025 KONE INC 271.84 Elevator Maintenance; 1017177 12/17/2025 KONE INC 2,474.00 FY26 Ramp Elevator Maintenance; 1017177 12/17/2025 KONE INC 360.00 Maintenance Period: 12/01/25-02/28/26; 1017177 12/17/2025 KONE INC 200.00 Elevator Maintenance - FY26; 1017234 12/23/2025 KONE INC 210.00 FY26 Engine House Elevator Service; 1017234 12/23/2025 KONE INC 271.84 Elevator Maintenance; 520033 12/30/2025 LEWIS, KAREN K 557.41 UB 22668 2149 SUNNYSLOPE; 1017187 12/17/2025 LIBERTY TIRE RECYCLING LLC 2,889.51 LF- Tire Recycling Mixed Load; 1017187 12/17/2025 LIBERTY TIRE RECYCLING LLC 4,573.30 LF- Tire Recycling Mixed Load; 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; 1017230 12/23/2025 LINWOOD CEMETERY ASSOCIATION 8,111.61 CONTRIBUTION/ FINANCIAL SUPPORT FOR FY26; 519982 12/23/2025 LISA M JOHNSON 103.84 Travel Reim-bursement_Johnson 11.12.2025; 520006 12/30/2025 LORAS COLLEGE 146.48 Franchise Fee FY26; 1017178 12/17/2025 MAQUOKETA VALLEY ELECTRIC COOP 124.88 Electrical Svc - Airport Lift Station - FY26; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 2,061.23 Energy Costs; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 123.54 Energy Costs; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 253.74 Energy Costs; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 248.22 FY2026 BLANKET PO - ELECTRICITY COSTS; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 498.83 FY2026 BLANKET PO - ELECTRICITY COSTS; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 574.80 FY2026 BLANKET PO - ELECTRICITY COSTS; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 718.75 Blanket Purchase Order - Monthly Electric Service; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 42.34 Blanket Purchase Order - Monthly Electric Service; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 42.42 Blanket Purchase Order - Monthly Electric Service; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 97.21 Blanket Purchase Order - Monthly Electric Service; 1017235 12/23/2025 MAQUOKETA VALLEY ELECTRIC COOP 4,778.17 Blanket Purchase Order - Monthly Electric Service; 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; 1017203 12/23/2025 MCDERMOTT EXCAVATING 36,794.85 CONSTRUCTION OF 3 MINI PARKS; 520007 12/30/2025 MEDICAL ASSOCIATES CLINIC PC 28.00 Drug Screening; 520001 12/23/2025 MICHAEL A HEIRING 63.50 AMBULANCE REFUND; 1017214 12/23/2025 MICS CONSTRUCTION 41,450.00 1771 Alta Vista 21 Lead and HH Work; 1017213 12/23/2025 MIDWEST ALARM SERVICES INC 1,175.28 Central Ramp Alarm Monitor and

Sprinkler FY26; 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; 519985 12/23/2025 MILLWORK HOTEL ASSOCIATES LLC 927.06 1771 Alta Vista Relocation 21-LHH Rm# 309; 519985 12/23/2025 MILLWORK HOTEL ASSOCIATES LLC 927.06 1771 Alta Vista Relocation 21-LHH Rm# 311; 519985 12/23/2025 MILLWORK HOTEL ASSOCIATES LLC 927.06 1771 Alta Vista Relocation 21-LHH Rm# 315; 520017 12/30/2025 MILLWORK HOTEL ASSOCIATES LLC 1,854.12 1771 Alta Vista Relocation LHH21 12.10.2025; 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; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 177.00 STOCK - DUMP TRUCK 11/25/25; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 50.15 STOCK 11/24/2025; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 430.64 UNIT #8227 - WO 3206 - SS FLEX, SS 4", SENSOR; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 1,042.78 UNIT #540009 - WO 8361 - TOOL BOX; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 441.45 UNIT #3412 - WO8386 - FNDR KIT, 4707 KIT; 1017179 12/17/2025 MUTUAL WHEEL COMPANY 98.61 STOCK - FENDER KIT 12/08/2025; 519988 12/23/2025 Natalia Blaskovich 500.00 DHRC # 4589 Mediation; 520040 12/30/2025 Nelson Klavitter 175.00 Ground Transportation Reimbursement; 519973 12/23/2025 NEWT MARINE SERVICE 253,573.72 2025 Maintenance Dredging; 519973 12/23/2025 NEWT MARINE SERVICE 7,842.49 2025 Maintenance Dredging; 1017180 12/17/2025 NORTHEAST IOWA COMMUNITY COLLEGE 845.00 LF- CPR Certification; 1017180 12/17/2025 NORTHEAST IOWA COMMUNITY COLLEGE 30.00 CPR Instructor Renewal; 1017180 12/17/2025 NORTHEAST IOWA COMMUNITY COLLEGE 31.58 Franchise Fee FY26; 1017180 12/17/2025 NORTHEAST IOWA COMMUNITY COLLEGE 278.31 Franchise Fee FY26; 4 of 6; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; 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; 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; 519974 12/23/2025 OVERHEAD DOOR COMPANY 1,216.00 PBS-3; 1017219 12/23/2025 PASSPORT LABS INC 1,639.00 Passport Parking Meter App FY26; 1017208 12/23/2025 PATRICIA L GLEASON 250.00 IIMC Board Meeting - Gleason travel reimbursement; 520041 12/30/2025 Patrick Welsh 175.00 Ground Transportation Reimbursement; 1017220 12/23/2025 PEGGY S ABIDI 113.55 MILEAGE REIMBURSEMENT-ABIDI; 1017223 12/23/2025 PRECISE MRM LLC 360.00 Precise Data Plan; 1017223 12/23/2025 PRECISE MRM LLC 360.00 Precise Data Plan; 1017204 12/23/2025 RACOM CORPORATION 247.50 Terminal Audio; 519976 12/23/2025 RADIO DUBUQUE INC 60.00 Radio Dubuque Aging In Place - November;

1017267 12/30/2025 RAMONA J MANTERNACH 927.00 LF- Clerical Services- Mona; 520042 12/30/2025 Ramona Klavitter 175.00 Ground Transportation Reimbursement; 519994 12/23/2025 RASMUSSEN, HEATHER M 167.32 UB 23852 1353 BLUFF; 520034 12/30/2025 ROBBIE KOVAR 516.57 AMBULANCE REFUND; 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; 519995 12/23/2025 ROSCH, SEAN A 314.74 UB 23794 3470 HILLCREST; 260600014 12/19/2025 RXBENEFITS INC 102,708.00 FY26 Presc Admin & Claims - 10/10 to 12/5/25; 520043 12/30/2025 Sandra Welsh 175.00 Ground Transportation Reimbursement; 1017224 12/23/2025 Save On SP, LLC 2,642.96 Savings on specialty drugs - November 2025; 1017181 12/17/2025 SCOTT PRINTING 474.00 Refuse- Printing Annual Yard Waste Decals 12/03/25; 1017193 12/17/2025 SIX SECONDS 500.00 Coach credits; 520026 12/30/2025 SOUR JOES 9.95 REFUND OF BACKGROUND CHECK; 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; 1017205 12/23/2025 STRAND ASSOCIATES INC 313.82 PRELIMINARY DESIGN-EXTERIOR WALL; 1017205 12/23/2025 STRAND ASSOCIATES INC 1,690.51 Masonry Repairs - City Hall, MFC, Old Engine House; 1017205 12/23/2025 STRAND ASSOCIATES INC 38,624.20 Old Mill Rd Pumping Station; 1017205 12/23/2025 STRAND ASSOCIATES INC 1,412.37 Schmitt Island Sanitary Project; 1017182 12/17/2025 TELEGRAPH HERALD 118.65 TH Add DBQ High School; 1017236 12/23/2025 TELEGRAPH HERALD 1,872.76 Publication Expenses; 1017236 12/23/2025 TELEGRAPH HERALD 1,249.00 Air Service Marketing; 1017236 12/23/2025 TELEGRAPH HERALD 261.49 Publication Expenses; 1017183 12/17/2025 TERMINAL SUPPLY 788.30 SHOP - Bin Supplies 11/26/2025; 1017206 12/23/2025 TERRACON CONSULTANTS INC 1,430.71 Terracon Task Order Amphitheater; 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; 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; 1017211 12/23/2025 THOMAS J KIEFER 90.00 BASKETBALL REFEREE; 1017251 12/30/2025 THREE RIVERS FS INC 140.40 LF- Spectra Lube Red 2 30TB CS; 1017251 12/30/2025 THREE RIVERS FS INC 46.80 LF- Spectra Lube Red 2 30TB CS; 1017221 12/23/2025 TONYA S ENGLAND 1,658.25 Tuition Reimbursement Winter 2025; 1017207 12/23/2025 TRICON CONSTRUCTION GROUP 248,196.80 Old Mill Lift Station and Force Main; 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; 1017189 12/17/2025 TRI-STATE PORTA POTTY INC 2,108.00 PORT A POTTIES DEC 2025; 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; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 343.21 STOCK BRAKES 11/24/2025; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 169.41 STOCK BRAKE CHAMBER 11/26/2025; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 66.96 UNIT #3403 - OIL PAN GASKET; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 27.24 STOCK RUBBISH - POLLEN FILER ONLY W AIR CO 11/18/2; 1017184

12/17/2025 TRUCK COUNTRY OF IOWA INC 286.96 STOCK - FILTERS 11/17/2025; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 106.42 UNIT #2680 - PRESSURE SENSOR; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 86.40 UNIT #540002 - COOLANT; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 622.50 STOCK - COALESCING CARTRIDGE-AIR DRYER; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 345.22 UNIT #540003 - WO8462 - DISK BRAKE PAD; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 53.90 UNIT #540009 - WO8488 - WABCO PURGE VALVE KIT; 1017184 12/17/2025 TRUCK COUNTRY OF IOWA INC 584.36 STOCK - BATTERIES 12/05/2025; 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; 520005 12/30/2025 UNIVERSITY OF WISCONSIN PLATTEVILLE 62.00 Career Fair fee; 519996 12/23/2025 US ARMY CORP OF ENGINEERS 2,022.52 UB 01392 2595 KERPER; 5 of 6; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; 1017225 12/23/2025 Valentine Construction Co LLC 6,361.19 POD Repairs; 519977 12/23/2025 VERIZON WIRELESS SERVICES LLC 387.86 Blanket Purchase Order - Monthly Data Charges; 520031 12/30/2025 VERSUS LLC 9.95 BACKGROUND CHEVCK REFUND; 1017216 12/23/2025 Vestis Group Inc (f/k/a Aramark) 131.97 Linens, tablecloths, cleaning cloths; 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; 1017209 12/23/2025 WELU PRINTING COMPANY 659.66 Children's reading logs, summer calendar, brochure; 1017210 12/23/2025 WHKS AND COMPANY 5,555.47 Track Line Sanitary Sewer Reconstruction Project; 1017237 12/23/2025 WOODMAN ELECTRICAL CONTRACTORS 4,117.08 Terminal HVAC PM support program 12/1/25 - 11/30/2; 1017277 12/30/2025 Yesscenia Cuellar Vannatta 97.87 Gas from Academy for new officers; $ 4,534,084.45
1t 1/14

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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Selena Fischer for vehicle damage; Ethan Luedtke for property damage; Steven Meier for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Selena Fischer
2. Claim by Steven Meier
3. Memo on Meier Claim Submission
4. Claim by Ethan Luedtke

mvm
Legal
Ryan Knuckey

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: Selena Fischer
2. Address: 811 Lawther Street
   City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563-552-8850
4. Date of Incident: 1/14/2026
5. Time of Incident: 18:30
6. Location of Incident (Be specific): Left hand side of Thomas St, Dubuque IA
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.)

My vehicle was parked on the side of Thomas street, unoccupied. The city bus, driver is Thomas Sladsky, drove bus against right back side of my vehicle.

8. What were weather conditions like? Cold, windy.
9. Give name and address of any witnesses: Elaina Sternhagen, 1267 Thomas St, Dubuque
10. Did police investigate? (If so, give names of officers.)

Yes, Officer Benjamin Berntgen. A report was filed.

11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

No one was injured.

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, My 2013 buick enclave. Damage noted on rear bumper, quarter panel, and rear lamps. To ensure my vehicle is safe to drive.

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?

What is noted on the preliminary estimate by Willis Auto Body.

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

My vehicle was parked legally on the side of the road. The city vous hit my vehicle.

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

NO.

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

NO.

Dated at Dubuque, Iowa this 27 day of January, 2026.

Selena Fischer (Signature)

Selena Fischer (Print Name)

RECEIVED
2026 JAN 29 PM 1:01
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

ACORD AUTOMOBILE LOSS NOTICE

DATE (MM/DD/YYYY): 01/17/2026

AGENCY	PHONE (A/C, No, Ext):	COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & location code)

FAX (A/C, No):	POLICY NUMBER	POLICY TYPE	REFERENCE NUMBER	CAT #
E-MAIL ADDRESS:			040555002067	

CODE:	SUB CODE:	EFFECTIVE DATE	EXPIRATION DATE	DATE OF ACCIDENT AND TIME	X	AM	PREVIOUSLY REPORTED	
AGENCY CUSTOMER ID:				01/16/2026 8:30		PM	YES	NO

INSURED

NAME AND ADDRESS	SOC SEC #:
Tonner Clewell (Driver for City of Dubuque) 19120 Breezy Ridge Rd Dubuque, IA 52002	

E-MAIL ADDRESS:	
RESIDENCE PHONE (A/C, No):	BUSINESS PHONE (A/C, No, Ext):

CONTACT

CONTACT INSURED

NAME AND ADDRESS	WHEN TO CONTACT:
Steven Meier	WHERE TO CONTACT

E-MAIL ADDRESS:	louieg328@gmail.com
RESIDENCE PHONE (A/C, No): (563) 564-5451	BUSINESS PHONE (A/C, No, Ext):

LOSS

LOCATION OF ACCIDENT (Include city & state)	AUTHORITY CONTACTED:	VIOLATIONS/CITATIONS
2520 marywood Dr dubuque, 52001	Dubuque	
	REPORT #:	

DESCRIPTION OF ACCIDENT (Use separate sheet, if necessary): My 2019 Nissan Frontier was parked on my street in front of my house and was struck in the rear drivers side by a City Of Dubuque snow plow blade. I will need a new bumper, tailllight, box and paint to repair damages.

POLICY INFORMATION

BODILY INJURY (Per Person)	BODILY INJURY (Per Accident)	PROPERTY DAMAGE	SINGLE LIMIT	MEDICAL PAYMENT	OTC DEDUCTIBLE	OTHER COVERAGE & DEDUCTIBLES (UM, no-fault, towing, etc)

LOSS PAYEE	COLLISION DED

UMBRELLA/ EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC	SIR/ DED

INSURED VEHICLE

VEH #	YEAR	MAKE:	BODY TYPE:	PLATE NUMBER	STATE
3haekt	2021	MODEL: x6	V.I.N.:		

OWNER'S NAME & ADDRESS	RESIDENCE PHONE (A/C, No):
	BUSINESS PHONE (A/C, No, Ext):

DRIVER'S NAME & ADDRESS (Check if same as owner)	Tonner Clewell	RESIDENCE PHONE (A/C, No):
		BUSINESS PHONE (A/C, No,Ext):

RELATION TO INSURED (Employee, family, etc)	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	PURPOSE OF USE	USED WITH PERMISSION? YES NO

DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?	WHEN CAN VEH BE SEEN?	OTHER INSURANCE ON VEHICLE

PROPERTY DAMAGED VEHICLE? YES NO

DESCRIBE PROPERTY (If auto, year, make, model, plate #)	2019, Nissan, Frontier,	OTHER VEH/PROP INS? YES NO	COMPANY OR AGENCY NAME:
			POLICY #:

OWNER'S NAME & ADDRESS	Steven Meier	RESIDENCE PHONE (A/C, No): (563) 564-5451
		BUSINESS PHONE (A/C, No, Ext):

DRIVER'S NAME & ADDRESS (Check if same as owner)		RESIDENCE PHONE (A/C, No):
		BUSINESS PHONE (A/C, No,Ext):

DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?

INJURED

NAME & ADDRESS	PHONE (A/C,No)	PED	INS VEH	OTH VEH	AGE	EXTENT OF INJURY

WITNESSES OR PASSENGERS

NAME & ADDRESS	PHONE (A/C,No)	INS VEH	OTH VEH	OTHER (Specify)

REMARKS (Include adjuster assigned): i dont have a "police report" i was given a "driver information exchange report" by the Dubuque Police. This was a city vehicle that hit a parked car on a residential street. The city driver is 100 percent at fault.

REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER

ACORD 2 (2003/11) NOTE: IMPORTANT INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1988

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

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

FROM: Adrienne Breitfelder, City Clerk

DATE: January 26, 2026

RE: Claim Submission via ICAP

Please be advised that the recent claim submitted by Steven Meier was filed directly through the Iowa Communities Assurance Pool (ICAP) system rather than using the City's standard claim form. As a result, the submission appears different from the usual format. The claim will be processed in accordance with the City's standard procedure.

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:** Ethan Luedtke
2. **Address:** 36 W 4th Street, Room 319

   City: DuBuque **State:** Iowa **Zip:** 52001
3. **Telephone Number:** 319-241-0519 email - luedtke.ethan@gmail
4. **Date of Incident:** 1/15/2026
5. **Time of Incident:** Roughly 9:30 AM
6. **Location of Incident (Be specific):** From Key West to the Jail

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.)**

During arrest, officer Beentgen had broken my cellphone at one point. He returned to the jail to inform me of this while I was in the "Drunk tank"

8. **What were weather conditions like?** Clear day
9. **Give name and address of any witnesses:**
10. **Did police investigate? (If so, give names of officers.)**

Officer Beentgen Badge 590

11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**

Nobody was injured.

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 Samsung Galaxy A36 was basically destroyed. Looked crushed, screen was shattered and phone would't turn on. And the case the phone was in was damaged as well

13. What other damages do you claim, if any? Samsung Galaxy A36 - Tmobile - $349.00

Case phone was in - Roughly $20.00

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.)

N/A

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

Basically amount I paid for device. $369.00 (Phone & case)

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

Because the arresting officer is the one who broke my phone, admitted to breaking it, and he is the one who told me to file a claim on it to be reimbursed

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 21 day of January, 2026.

(Signature)

Ethan Lueltke (Print Name)

RECEIVED
2026 JAN 21 PM 3:27
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

Copyrighted
February 2, 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: Peter Dotterweich for vehicle damage; Sean Faherty for vehicle damage; Richard Herrig for vehicle damage; Ethan Luedtke for property damage; Steven Meier for vehicle damage; Alyson Nelson for vehicle damage; Daniel Schleter for property damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:

1. ICAP Referral

THE CITY OF DUBUQUE
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MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/23/2026

RE: Claim Against the City of Dubuque by Peter Dotterweich

Claimant	Date of Claim	Date of Incident	Nature of Claim
Peter Dotterweich	1/15/2026	1/7/2026	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City garbage truck.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Peter Dotterweich

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: 1/23/2026

RE: Claim Against the City of Dubuque by Sean Faherty

Claimant	Date of Claim	Date of Incident	Nature of Claim
Sean Faherty	1/13/2026	11/28/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City snowplow.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Sean Faherty

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
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THE CITY OF DUBUQUE
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MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/23/2026

RE: Claim Against the City of Dubuque by Richard Herrig

Claimant	Date of Claim	Date of Incident	Nature of Claim
Richard Herrig	1/8/2026	11/28/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City snowplow.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Richard Herrig

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
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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: 1/23/2026

RE: Claim Against the City of Dubuque by Ethan Luedtke

Claimant	Date of Claim	Date of Incident	Nature of Claim
Ethan Luedtke	1/21/2026	1/15/2026	Property Damage

This is a claim in which Claimant alleges Claimant's cell phone was broken by a City police officer during Claimant's arrest.

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
Ethan Luedtke

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
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THE CITY OF DUBUQUE
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MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/23/2026

RE: Claim Against the City of Dubuque by Steven Meier

Claimant	Date of Claim	Date of Incident	Nature of Claim
Steven Meier	1/17/2026	1/16/2026	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City snowplow.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Steven Meier

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
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MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/23/2026

RE: Claim Against the City of Dubuque by Alyson Nelson

Claimant	Date of Claim	Date of Incident	Nature of Claim
Alyson Nelson	1/9/2026	11/21/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City fire truck.

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

cc: Michael C. Van Milligen, City Manager
Amy Scheller, Fire Chief
Alyson Nelson

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
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MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 1/23/2026

RE: Claim Against the City of Dubuque by Daniel Schleter

Claimant	Date of Claim	Date of Incident	Nature of Claim
Daniel Schleter	1/15/2026	12/20/2025	Property Damage

This is a claim in which Claimant alleges that a City snowplow damaged the grass on the parkway of Claimant's property.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Daniel Schleter

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

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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Approval of City Expenditures
SUMMARY:	City Manager recommending City Council approval for payment of City expenditures. **RESOLUTION** Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 2026_02_02
2. Approving Expenditures Resolution 2026_02_02
3. Finalized August Claims
4. Finalized September Claims
5. 02.02.26_September Interim Revenues
6. 02.02.26_October Interim Revenues
7. 02.02.26_October Interim Expenditures by Fund
8. 02.02.26_November Interim Expenditures by Fund
9. 02.02.26_November Interim Revenues
10. 02.02.26_December Interim Expenditures by Fund
11. 02.02.26_December Interim Revenues
12. 02.02.26_January Interim Revenues
13. Expenditure Report - Approvals
14. Expenditure Report - Exceptions

THE CITY OF DUBUQUE
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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 22, 2025

Finance is submitting the following expenses to City Council for approval at the February 2, 2026 meeting. Payments on these expenses will be made February 4, 2026.

In addition, Finance is submitting expenses paid since January 21, 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

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

STAFF DEVELOPMENT:

INTERNT'L ASSOC OF C	1,440.00
CONTINENTAL AIRLINES	889.73
UNIVERSITY OF DUBUQU	50.00
TRAVIS F KRAMER	140.00
Theodore B Kruse	218.75
NICHOLAS A SOPPE	85.00
NATIONAL ASSOCIATION	50.00
STEPHANIE J WEHR	305.00
MARK J PORTZ	268.58
Thomas Harrison Berr	716.40
CENTER FOR PUBLIC SA	1,800.00
COMMUNITY FOUNDATION	100.00
IOWA DEPARTMENT OF P	200.00
INTERNATIONAL CODE C	368.50
WOMEN LEAD CHANGE	450.00
IPRA* IA	360.00
AMERICAN PUBLIC HEAL	230.00
CITY OF DUBUQUE - UB	6.50
WP*CENTRALLY ROOTED	25.63
CASCADE PIONEER-ADVE	32.84
PEGGY S ABIDI	66.90
Matthew Kalcevich	656.55
Brittney Hayes	52.08
Tanya M Neal	79.80
AMERICAN LIBRARY ASS	210.00
WESTIN CLEVELAND	491.16
BOSON SOFTWARE LLC	152.15
MY PLACE HOTEL - EAST	190.36
DISH NETWORK LLC	160.10
APWA - PWX REGISTRATION	984.00
SUNCTRYAIR ZELZ7E	206.99
APPLE INC	19.23
AMERICAN AIRLINES	1,405.24
OHARE	5.00
GREATER DUBUQUE DEVE	180.40
FSP*IOWACE	70.00
LUCAS M GONYIER	179.23
IOWA RURAL WATER ASSOCIAT	580.00
INT'L ASSOC OF ELECT	60.00
SHANE C HOEPER	68.00
ARC*SERVICES/TRAININ	550.00
HEIDI PETTITT	153.00

Cooper Kay	729.00
OHD LLLP	299.00
NORTHEAST IOWA COMMU	744.00
ICMA ONLINE	1,198.00
DES MOINES REGISTER	21.39
PAYPAL *WOMENSLEADE WOMEN	120.00
HILTON GARDEN INN	1,444.93
IA SECRETARY OF STATE	30.00
IOWA STATE UNIVERSIT	15.00
GOVERNMENT FINANCE OFFICE	575.00
GOVERNMENT FINANCE OFF	550.00
REED EXHIBITIONS	675.00
Jason D Lehman	20.84
MEARS CONNECT	33.60
COURSERA.ORG	52.43
IA INSPECT AND APPEALS	504.00
UBER *TRIP	7.00
IOWA ASSOCIATION OF	1,642.40
DEBRA A SEARLES	52.22
CHRISTOPHER J LESTER	60.00
PLUMING HEATING COOL	353.60
John Wiley	469.56
SQUARE INC	345.00
MHR MARQUIS CHICAGO FD	1,562.60
FSP*ISOSWO OPERATIONS	(225.00)
SUSAN A DAVIS	51.00
LOWES #00117*	255.78
IOWA REC & SW CONF	325.00
IOWARECYCLES.ORG	300.00
NAHMMA.ORG	1,350.00
REPAIR/MAINTENANCE/UTILITIES:	
MENARDS LUMBER CO	357.53
AT&T Mobility Nation	8,783.96
MID AMERICAN SIGNAL	3,237.39
STEVES ACE HARDWARE	240.00
CLEAN SWEEP OF I & I	24.99
ALLIANT ENERGY	209,548.53
BLACK HILLS/IOWA GAS	1,371.22
KWIK STAR #495	60.87
ATT* BILL PAYMENT	297.78
THEISENSHOMEFARMAUTODBQ	29.16
AARON DOUGLAS	2,500.00
KWIK STOP FOOD MART	100.00
Blue Sky Co, LLC	1,399.90
THEISENS INC	6.99
AMAZON MKTPL*Q044971J3	514.20
J AND R RENTAL	146.24

HYVEE #1160	51.00
WALMART	28.88
ASCENDANCE TRUCKS	848.65
DAVIS EQUIPMENT CORP	3,162.04
ADDOCO INC	640.00
CONSTELLATION NEW EN	7,581.49
SPRING GREEN LAWN CA	39.85
CRESCENT ELECTRIC	1,939.99
DITTMER RECYCLING IN	600.70
DUBUQUE HOSE & HYDRA	186.85
THE POND GUY	354.97
MULGREW OIL COMPANY	1,393.38
DISH NETWORK LLC	145.10
CENTURY LINK	662.84
THE LOCKSMITH EXPRES	169.00
DEMMER OIL COMPANY	28,447.01
COPY SYSTEMS INC	394.70
MODERN PIPING INC	2,358.61
BP#1073500BP UNIVERSITY	45.00
VERIZON WIRELESS SER	388.16
BIECHLER ELECTRIC IN	260.69
AV FUEL	504.24
CEDAR CROSS SERVICE	160.99
ROEDER IMPLEMENT INC	585.73
THOMPSON TIRE & RETR	1,396.72
PHELPS THE UNIFORM S	48.19
MAQUOKETA VALLEY ELE	2,073.19
OVERHEAD DOOR COMPAN	276.18
BP#1057000JFK BP	45.19
AMAZON MKTPL*KZ8VA8TJ3	34.91
VANGUARD COUNTERTOPS	1,715.00
A & G ELECTRIC COMPA	9,175.00
AMAZON RETA* 7W3NM2P83	46.56
MOLO OIL COMPANY	124.94
HOYNE LANDSCAPING &	1,050.00
RACOM CORPORATION	3,481.92
DUBUQUE COUNTY E911	187.02
ORKIN LLC	275.40
PIGOTT INC.	326.74
EFECTOR INC	596.14
TRAVIS F SMITH	900.00
MIRACLE EXPRESS INC	11.45
INTERSTATE PIPE & SU	89.32
TRI CITY ELECTRIC CO	6,930.00
KRUSER SEPTIC SERVIC	2,557.50
COMELEC SERVICES INC	120.00
MUNICIPAL PIPE TOOL	652.17

Atlas Copco North Am	28,795.00
CRAWFORD HEATING AND	142.50
LOWES #00117*	44.48
CINTAS CORP	385.60
LANDMARK TURF SERVIC	785.00
DUBUQUE SIGN COMPANY	982.10
KWIK STAR #1184	106.50
RILCO, Inc	639.75
Bauer Built Inc	198.00
O'REILLY 4652	11.99
THREE RIVERS FS INC	2,257.31
MOLO PETROLEUM LLC	537.60
MI-T-M EQUIP SALES & SERV	1,896.25
CONTRACTUAL SERVICES:	
DUBUQUE COUNTY SHERI	6,928.66
Discover Products In	44.00
AT&T Mobility Nation	5,593.10
KODEX	45.00
WELU PRINTING COMPAN	2,051.64
ARTISTIC CLEANERS IN	320.20
NICHOLAS EDWARDS, MD	3,333.33
AMAZON.COM LLC	38.00
Schadl Incorporated	914.16
MENARDS LUMBER CO	345.95
DARKHORSE EMERGENCY	22,550.00
Digitech Computer LL	7,337.82
Ambulance Refunds	86.78
PETDATA	4,156.00
DUBUQUE HUMANE SOCIE	14,944.00
THE FISCHER COMPANIE	520.00
ATT* BILL PAYMENT	154.62
COLONIAL TERRACE ANI	1,393.00
FIRST DATA CORPORATI	109.90
VERTICAL SCREEN	(27.75)
WHKS AND COMPANY	27,007.51
COMMAND SECURITY SOL	761.62
MEDIACOM	473.80
IN *FRONTIER LABS (A DIVI	101.00
TRI-STATE PORTA POTT	1,920.00
COMELEC INTERNET SER	186.45
MICHAEL W BENEFIELD	828.57
RACOM CORPORATION	6,075.68
AHMANN'S LAWN CARE I	260.00
DITTMER RECYCLING IN	1,760.22
Deleware Dubuque Jac	210.12
CENTURY LINK	43.96
CITY OF DUBUQUE - UB	231.04

ZEFFY* DBQ CTY ARTS	50.00
CITY OF DUBUQUE IOWA	230,363.00
CONVENTIONS SPORTS &	8,733.00
VERMONT SYSTEMS, INC	1,017.67
WWP*MCCLOUD SERVICES	50.56
TREASURER STATE OF I	42,861.95
PORTZEN CONSTRUCTION	941.60
LEISURE SERVICES REF	210.00
TIMOTHY P GOTTSCHALK	200.00
Samuel Koenig	1,350.00
PAMELA J CONNOLLY	504.00
DUBUQUE KARATE CLUB	487.50
SUSAN M STOPPELMOOR	3,681.60
JOHN'S ON-SITE GOLF	840.00
IOWA GOLF ASSOCIATIO	75.00
HARRIS MOTOR SPORTS	473.07
FACEBK *784LRUYPH2	4.84
State of Iowa - Depa	120.00
WORLDPAY	126.03
AMAZON MARK* 2R8VH5JV3	39.68
HYVEE #1160	140.43
Daniel M Zanger	260.00
EXCEPTIONAL	50.00
DAIRY QUEEN 19434	29.97
INTEGRITY PAYMENT SY	242.28
ARAMARK UNIFORM SERV	112.79
DOLLAR TREE #773	34.75
COMMUNICATIONS ENGIN	5,103.56
RADIO DUBUQUE INC	545.00
Key Lime Air Corp	363,468.77
HOBBY LOBBY STORES I	154.00
ATLANTIC BOTTLING CO	124.02
ID WHOLESALER	1,263.79
Telos Corporation	182.00
NETWORK COMPUTER SOL	918.75
CARTEGRAPH SYSTEMS I	78,684.32
Samsara Inc	89,309.30
IOWA ONE CALL	796.40
J&R RENTAL LLC	1,920.80
TELEGRAPH HERALD	1,996.08
CRAWFORD HEATING AND	657.09
HDR ENGINEERING INC	31,349.04
FEHR-GRAHAM & ASSOCI	1,070.00
STRAND ASSOCIATES IN	54,675.01
DUBUQUE COUNTY RECOR	128.00
ORIGIN DESIGN CO	34,433.01
DUBUQUE FIRE EQUIPME	619.50

KONE INC	3,155.84
ADVANTAGE SHEET META	142.50
LAUNDRY MAX	28.12
CHEMSEARCH	706.45
CINTAS CORP	214.90
COMMUNITY INCORPORAT	275.00
CHAVENELLE STUDIO ME	400.00
JEREMY E RUDD	400.00
SHERWIN WILLIAMS COM	426.85
DUBUQUE AREA CONVENT	439,922.75
DUBUQUE COUNTY ABSTR	145.00
AHLERS & COONEY PC	370.50
RAM SERVICES LLC	500.00
Benavate, Inc.	11,520.00
Sandra Fowler	6,000.00
Korrin Schriver	1,962.00
PITNEY BOWES GLOBAL	812.32
ACCELA INC	48,691.63
A JANE RIFE, CSR,RPR	39.00
Blum Enterprises, LL	1,500.00
Camiros, Ltd	1,670.00
EAST CENTRAL INTERGO	37,820.85
O'TOOLE OFFICE SUPPL	25.80
EXPRESS EMPLOYMENT P	2,313.37
MEDICAL ASSOCIATES	380.00
THE POINT NEIGHBORHO	698.57
EMPLOYEE & FAMILY RE	3,850.00
TST* BACKPOCKET DUBUQUE	201.24
WESTMINSTER PRESBYTE	2,500.00
AMAZON MKTPL*NE4CD7UW3	41.78
FEDEX39914205	45.96
US BANK	9.00
THE METRIX COMPANY	334.36
Euna Solutions, Inc.	10,000.00
INFOSEND INC	17,137.15
TYLER TECHNOLOGIES,	52,360.00
TRANSFIRST	6,676.15
TM Inc	300.00
KIM A HERRIG	412.00
DUBUQUE COUNTY HISTO	14,500.00
DUBUQUE SOUTH POINTE	15,768.79
DERBY GRANGE LLC	17,485.41
1400 Central, LLC	35,000.00
FOUR MOUNDS FOUNDATI	4,000.00
DAVID A OLSON	180.00
TIMOTHY L SPECHT	18,140.00
ACCURATE ANALYTICAL	104.00

MILLWORK HOTEL ASSOC	672.55
DUBUQUE VISITING NUR	2,848.41
ROBERT G WRIGHT JR	80.00
MIDWESTONE BANK	513,830.16
RENTPREP	308.45
OPC*NE IOWA CC T&F	1,610.00
MEINEKE CAR CARE CEN	650.69
AECOM TECHNICAL SERV	780.84
RAPIDS REPRODUCTION	259.12
DESMAN, INC	2,512.32
BEST BEST & KRIEGER	1,162.50
TERRACON CONSULTANTS	265.96
GREATER DUBUQUE DEVE	221,500.00
IOWA DEPT OF NATURAL	6,486.85
HYGIENIC LABORATORY	67.50
LESLEIN TRUCKING	21,152.25
EH WACHS	931.15
I & S Group, Inc.	165.00
SEDONA STAFFING	609.00
MSA SAFETY SALES	17,096.84
NUTRI JECT SYSTEMS I	15,338.49
SCOTT PRINTING	5,233.54
EUROFINS ENV TESTING	164.45
ALLENDER BUTZKE ENGI	28,032.70
TRAVIS F SMITH	1,250.00
ELECTRONIC DATA COLL	36,789.00
BLUEFIN PAYMENT SYST	166.48
SAFETY VISION	6,628.81
Ronald V Burbach	2,520.00
PASSPORT LABS INC	1,718.25
SMARTSIGN	1,055.20
IPS Group Inc	80.29
PARKING INC	181.00
CURT'S SIGNATURE SIG	2,978.00
Routeware, Inc.	10,055.58
SPX CORPORATION	27,776.21
VERIZON WIRELESS SER	240.24
NAPA STORE 3136139	189.50
IOWA REC & SW CONF	1,000.00
IOWA COMMUNITIES ASS	230.00
AIRGAS USA LLC	16.74
FIRST DATA CORP	3,585.17
INTUIT INCORPORATED	25.00
GRP & ASSOCIATES INC	33.00
FACEBK *345JVWQFU2	41.92
NAHMMA.ORG	500.00
DYNAMIC LIFECYCLE IN	2,457.08

MICHAEL W WEIKERT JR	954.00
Midpoint Internation	7,929.00
COMMODITIES:	
PITNEY BOWES INC	1,500.00
Culton Companies Inc	1,253.77
TELEGRAPH HERALD	250.00
STAPLES ADVANTAGE	95.50
FEDEX882795657213	39.46
AMAZON MKTPL*UP4ZX1K83	485.04
MENARDS LUMBER CO	311.29
Axon Enterprise, Inc	13,731.21
PUBLIC SAFETY CENTER	712.50
INTUITIVE CONTROL SY	8,000.00
FSP*EAGLE UNIFORM COMPANY	76.61
IOWA POLICE CHIEFS A	100.00
SUPERION, LLC	1,080.00
HYVEE #1160	241.51
AHS Rescue LLC	628.49
DINGES FIRE COMPANY	65.00
MACQUEEN EQUIPMENT G	192.00
CAPITAL SANITARY	940.63
SAFEGUARD BUSINESS S	463.04
AIRGAS USA LLC	48.05
MERCY MEDICAL CENTER	600.00
ENGRAVED GIFT COLLEC	288.00
BUTT'S FLORIST & GRE	55.00
STEVES ACE HARDWARE	81.95
ADVANCE DESIGNS	3,208.96
AMAZON RETA* 2B0MF1ZR3	119.76
HENDRICKS FEED & SEE	199.25
DUBUQUE HOSE & HYDRA	1,466.65
RACOM CORPORATION	8,493.02
CINTAS FIRST AID & S	480.11
DUBUQUE SIGN COMPANY	472.80
Norma Koetz	45.00
ACCO UNLIMITED CORPO	1,733.50
KRAMER PEST CONTROL	128.40
MYERS-COX CO	1,478.80
LIME ROCK SPRINGS CO	329.54
RIVER CITY STONE	1,122.05
IOWA BEVERAGE SYSTEM	1,013.80
Advanced Turf Soluti	387.00
MSC	231.49
CALLAWAY GOLF SALES	2,947.15
US Foods	540.27
SID'S	101.74
HORNUNG'S	87.15

WALMART	89.37
CINTAS CORP	451.12
7G DISTRIBUTING LLC	224.00
INTUIT INCORPORATED	633.00
AMAZON.COM*XL6L68XL3	44.99
OHD LLLP	426.23
DATA AXLE	600.00
AMAZON.COM*DQ7CJ5YX3	99.98
LIBRARY IDEAS LLC	48.56
AMAZON MKTPL*CI44W8Z63	37.96
IA SECRETARY OF STATE	30.00
CRESCENT ELECTRIC	1,074.49
B L MURRAY COMPANY I	762.72
INGRAM LIBRARY SERVI	25.81
AMAZON MKTPL*R485Q9EO3	617.36
JOHNSON PLASTICS PLU	994.46
DEMCO INC	451.75
COMMUNICATIONS ENGIN	400.00
AMAZON MKTPL*WG7IH4CD3	39.42
AMAZON MKTPL*2Z6K42KR3	171.04
O'REILLY 1064	44.37
AMAZON RETA* 1M42Y5633	24.99
AMAZON MKTPL*NP8R119T0	9.79
AMAZON MKTPLACE PMTS	(137.56)
FHR Services, LLC	1,789.35
AT&T Mobility Nation	653.93
LAUNDRY MAX	60.49
AMAZON MKTPL*NE80N1WY0	65.98
HUMBOLDT MFG CO	287.01
PRECISE MRM LLC	360.00
B-PLUS DUBUQUE LLC	266.85
FEDEX392229112364	125.88
AMAZON MKTPL*PJ8OA77Q3	232.23
CAPITAL SANITARY	554.27
AMAZON MKTPL*FC6K51YY3	116.99
USPS PO 1826100387	1,462.22
AMAZON.COM*045TD5F33	53.00
AMAZON.COM*J03Q80Y93	29.96
AMAZON MKTPL*PT07I6N23	18.49
PLANET TECHNOLOGIES	146.40
AMAZON RETA* MI6G84783	48.13
AMAZON MKTPL*6792W2283	9.99
DITTMER RECYCLING IN	75.02
Atlas Systems Inc.	14,129.60
AMAZON.COM LLC	19.00
CES COMPUTERS INC	16,342.22
GIERKE ROBINSON COMP	44.77

SUPERIOR WELDING SUP	67.32
AMAZON MKTPL*RS1BE8F23	49.81
WELU PRINTING COMPAN	109.20
BARD MATERIALS CENTR	1,127.35
AMAZON MKTPL*1W26H94O3	48.70
WESTPHAL & COMPANY,	6,180.00
RIVER LIGHTS BOOKSTO	100.00
AMAZON MKTPL*YD51Z9QU3	149.00
B & H FOTO & ELECTRO	250.65
AMAZON MKTPL*9X6680IX3	531.50
Benavate, Inc.	17,280.00
REV.COM	172.74
TYLER TECHNOLOGIES,	601.34
AMAZON MKTPL*R45IH3LF3	18.02
AMAZON MARK* YB1WJ9VO3	29.99
GRAYMONT WESTERN LIM	5,512.00
AMAZON MARK* LF7N66833	23.19
FEDEX	10.09
HACH CHEMICAL COMPAN	474.32
J & R SUPPLY COMPANY	9,660.00
POLYDYNE INC	19,550.00
DELL MARKETING LP	480.00
AMAZON MKTPL*X58CN12O3	14.49
VAN METER INDUSTRIAL	305.28
AIRGAS LLC - NORTH N108	884.62
AMAZON MKTPL*OW52341O3	50.20
UPS*BILLING CENTER	13.85
FISHER SCIENTIFIC CO	92.71
LOWES #00117*	78.88
DAVENPORT FARM & FLE	134.98
THEISENSHOMEFARMAUTODBQ	9.98
MORRISON BROTHERS CO	244.13
Quill LLC	83.76
INFOSEND INC	456.59
DOLLAR TREE #773	9.00
Wastequip	29,843.42
ENVISION SPORTS DESI	279.50
ROEDER IMPLEMENT INC	94.78
THE UPS STORE 3078	18.04
KRAEMERS WATER STORE	38.42
CHEMSEARCH	841.95
CAPITAL OUTLAY:	
JAMES J GRAVES	165.00
MENARDS LUMBER CO	797.99
WHKS AND COMPANY	932.67
B & H FOTO & ELECTRO	1,045.42
THOMPSON TIRE & RETR	690.00

AMAZON MKTPL*FF3661W13	19.99
MCDERMOTT EXCAVATING	2,235.00
MCGRATH AUTOMOTIVE G	43,741.00
AMAZON RETA* TP9WW1F23	296.99
WALMART	876.00
SPAHN & ROSE LUMBER	33.62
WESTPHAL & COMPANY,	11,040.00
DUBUQUE COUNTY ABSTR	500.00
DUBUQUE COUNTY HISTO	120,711.57
RONDINELLI MUSIC	3,158.00
KEN SAIKI DESIGN INC	3,164.71
AMAZON.COM*H53R69Y43	79.37
WK CONSTRUCTION CO I	12,963.11
MID AMERICAN SIGNAL	9,142.61
Full Bohr Concrete	12,814.97
FITZGERALD FREELANCE	13,800.00
Reliant Fire Apparat	845,065.00
Shive-Hattery Inc	19,606.02
FEHR-GRAHAM & ASSOCI	215.50
CONVENTIONS SPORTS &	11,267.00
SLIDEROOM	35.00
COMMUNICATIONS ENGIN	9,968.84
STRAND ASSOCIATES IN	796.98
CONLON CONSTRUCTION	391,611.35
ALLIANT ENERGY	45.43
J & R SUPPLY COMPANY	7,885.00
Boomerang Corp	349,716.29
BRADLEY PLBG LLC	1,504.00
TSCHIGGFRIE EXCAVATI	13,137.09
FERGUSON WATER WORKS	332,019.50
EH WACHS	26,393.00
Veolia Water Technol	7,727.70
APC, LLC	4,117.00
Seiler Instrument &	67,682.05
DAN ARENSDORF CONSTR	15,414.54
DEERE & COMPANY	174,335.54
LIBERTY TIRE RECYCLI	10,461.17
DEBT SERVICE:	
UMB BANK	600.00
GRAND TOTAL	**$ 5,880,318.73**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31,2025
FINALIZED 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 finalized. All expenditures have been reconciled and posted.**

CITY OF DUBUQUE, IOWA
PERIOD ENDING SEPTEMBER 30, 2025
FINALIZED EXPENDITURES BY PURPOSE AND VENDOR

STAFF DEVELOPMENT:

JEREMY R JENSEN	51.00
HOME2 SUITES HAMMOND	616.00
AT&T Mobility Nation	178.70
EXCEPTIONAL	100.00
SQUARE INC	238.60
Carson G Vaske	218.75
EXPEDIA INC	262.28
WP*IOWA APCO-NENA	400.00
NATIONAL ACADEMIES OF	40.00
OPENAI *CHATGPT SUBSCR	21.40
Ted Krapfl	51.00
IOWA DEPARTMENT OF P	250.00
NATIONAL FIRE PROTEC	156.65
IOWA EMSA ASSOCIATIO	500.00
AMERICAN AIRLINES	1,493.42
EVENT:THE AGGRESSION	232.03
IPRA* IA	360.00
MARY R CORRIGAN	395.00
Caitlin Daniels	28.00
DUBUQUE AREA CHAMBER	2,047.00
CASCADE PIONEER-ADVE	31.90
PEGGY S ABIDI	66.33
JODY MATTHEW BAKER	1,079.02
INTERNATIONAL SOCIET	185.00
UNIVERSITY OF NORTHE	190.00
IOWA STATE UNIVERSIT	130.00
CITY OF DUBUQUE - UB	6.25
ADOBOS MEXICAN GRILL	33.96
MARINA OKRAY	35.70
NATIONAL RECREATION	365.00
LIBRARY MARKETING CONF	550.00
AMY S MUCHMORE	120.00
PROFESSOR MESSER	239.00
DISH NETWORK LLC	148.10
WOMEN LEAD CHANGE	1,125.00
GUS N PSIHOYOS	622.80
AMERICAN SOCIETY OF	296.00
2025 APWA IOWA CHAPTER	250.00
APPLE INC	26.73
JUSTINE HULL	220.00
PAYPAL *WOMENSLEADE	20.00
DAVID A NESS	312.44

INTERNATIONAL CODE C	300.00
NAT TRUST HIST PRESERV	885.00
ARC*SERVICES/TRAININ	410.00
CHRISTINE J HAPP	50.75
ADAM G SCHWENDINGER	153.00
VitalSmarts, LC	35,685.00
KRISTEN K DIETZ	368.00
NORTHEAST IOWA COMMU	362.00
JACOB T IRONSIDE	301.00
DUBUQUE RACING ASSOC	14.85
DES MOINES REGISTER	21.39
Justin Thiltgen	718.00
Michelle Kim	193.50
IOWA ASSOCIATION OF BUSI	3,200.00
PATRICIA L GLEASON	327.00
Laura Bendorf	770.00
IOWA ASSOCIATION OF	2,034.00
IA SECRETARY OF STATE	30.00
REED EXHIBITIONS	675.00
MARRIOTT INTERNATION	327.78
IOWABAR	35.00
GOVERNMENT* 2025 IGNIT	975.00
E.REPUBLIC LLC	250.00
Brian Matthew Wulfek	22.56
OMNI HOTELS	1,088.80
NATL ASSOC OF HOME BUILD	95.00
CITY OF CEDAR RAPIDS	342.52
CONVENTION PARK CEDA	10.35
OHD LLLP	(850.00)
Jesse Gavin	204.00
Felicia Carner	200.00
ELDON SCHNEIDER	7.00
IOWA DEPT OF NATURAL	178.87
IOWA RURAL WATER ASSOCIAT	580.00
RES* HOLIDAYIN5	195.44
Maxwell Robert Bray	299.00
Alex Stein	299.00
PAYPAL *ISWEP	167.00
IOWA PUBLIC TRANSIT	4,750.00
BWY*SWANA 800 467 9262	336.88
US COMPOSTING COUNCIL	675.00
NAHMMA.ORG	750.00
REPAIR/MAINTENANCE/UTILITIES:	
DUBUQUE COUNTY SHERI	24,266.72
AT&T Mobility Nation	7,802.86
PAYPAL *COIN SHOP	340.00
FREE FLIGHT	40.98

HYVEE #1160	45.86
STEVES ACE HARDWARE	105.25
CLEAN SWEEP OF I & I	24.99
AMAZON MKTPL*V39KC6ZJ3	144.96
ALLIANT ENERGY	105,460.25
BLACK HILLS/IOWA GAS	1,611.63
O'REILLY 1064	194.99
ATT* BILL PAYMENT	297.77
MENARDS LUMBER CO	585.25
G & R TREE SERVICE I	800.00
BP#1072100KEY WEST BP	93.04
DAVENPORT FARM & FLE	85.89
RIVER CITY STONE	408.53
Casey's General Stor	53.14
MIRACLE CAR WASH COR	87.82
MTI DISTRIBUTING INC	178.69
ADDOCO INC	640.00
CONSTELLATION NEW EN	7,007.35
SPRING GREEN LAWN CA	305.25
PRAIRIE MOON NURSERY	135.00
DITTMER RECYCLING IN	623.17
COMMAND SECURITY SOL	73.75
PEERLESS WELL & PUMP	6,390.00
J & R SUPPLY COMPANY	89.61
MULGREW OIL COMPANY	3,522.14
DISH NETWORK LLC	145.10
R&J Window Cleaning	275.00
DEMMER OIL COMPANY	11,716.18
DUBUQUE HOSE & HYDRA	46.56
WESTPHAL & COMPANY,	203.50
BP#1073500BP UNIVERSITY	45.00
VERIZON WIRELESS SER	387.78
AV FUEL	35.00
ALL SEASONS HEATING	921.18
NAPA STORE 3136139	1,586.85
PHELPS THE UNIFORM S	48.19
MAQUOKETA VALLEY ELE	1,873.15
DUBUQUE COUNTY E911	12,810.87
AMAZON MKTPL*3992H9G73	84.90
KWIK STOP #325	42.50
CHEMSEARCH	360.40
COMMERCIAL FLOORING	10,850.00
CENTURY LINK	336.58
AMAZON MKTPL*UE5CH2DP3	14.24
STEFFEN LAWN & SNOW	611.00
AMAZON.COM LLC	455.00
CINTAS CORP	891.44

RACOM CORPORATION	9,438.00
OVERHEAD DOOR COMPAN	8,112.00
NICHOLS CONTROLS & S	2,430.86
TEQUIPMENT	812.84
TRAVIS F SMITH	725.00
MIRACLE EXPRESS INC	21.49
CONTINENTAL RESEARCH	238.51
POWER PROCESS EQUIPM	10,487.00
AMAZON MKTPL*TZ3LO5XI3	152.99
MUNICIPAL PIPE TOOL	3,694.00
JAEGER PLUMBING & PU	14,988.00
TRICON CONSTRUCTION	32,290.50
KWIK STAR #1184	82.30
RILCO, Inc	55.20
Schadl Incorporated	1,344.36
THREE RIVERS FS INC	966.60
CONTRACTUAL SERVICES:	
Lynch Dallas PC	5,130.00
CASCADE PIONEER-ADVE	41.25
AT&T Mobility Nation	5,694.53
CLERK OF DISTRICT CO	285.00
WELU PRINTING COMPAN	1,460.18
ELECTRONIC PRINT INC	150.00
MIRACLE CAR WASH COR	106.82
DUBUQUE COUNTY SHERI	5,454.44
MEDICAL PRIORITY CON	13,855.00
NICHOLAS EDWARDS, MD	3,333.33
SQUARE INC	173.01
Quill LLC	56.99
TREMCO INC	2,940.00
MENARDS LUMBER CO	2.31
Digitech Computer LL	12,155.21
DUBUQUE COUNTY EMERG	116,400.00
4imprint Inc	332.08
PETDATA	3,422.40
DUBUQUE HUMANE SOCIE	15,383.00
THE FISCHER COMPANIE	360.00
ATT* BILL PAYMENT	155.78
Assured	12,560.44
FIRST DATA CORPORATI	109.90
TERRACON CONSULTANTS	1,591.40
DUBUQUE COUNTY E911	3,459.87
MEDIACOM	493.80
TELEGRAPH HERALD	2,073.91
TRI-STATE PORTA POTT	1,390.00
COMELEC INTERNET SER	60.00
MICHAEL W BENEFIELD	828.57

BRUNE ENTERPRISES LL	5,540.00
DITTMER RECYCLING IN	14,878.76
LINWOOD CEMETERY ASS	5,676.79
Kimley-Horn and Asso	67,025.00
A-1 STORAGE SERVICE	175.00
CITY OF DUBUQUE - UB	448.39
VERTICAL SCREEN	35.25
City of Dubuque/Gran	(42,758.00)
CURT'S SIGNATURE SIG	750.00
VERMONT SYSTEMS, INC	684.71
WWP*MCCLOUD SERVICES	50.56
TREASURER STATE OF I	40,623.36
ACCO UNLIMITED CORPO	425.00
TIMOTHY P GOTTSCHALK	150.00
HILLS & DALES CHILD	4,008.00
DUBUQUE COUNTY TREAS	26,446.00
Addy Schober	799.20
YAMAHA MOTOR CORPORA	6,944.00
WORLDPAY	131.17
Pitney Bowes Bank In	254.43
CAPITAL SANITARY	249.20
SWANK MOTION PICTURE	125.00
Unified Therapy Serv	1,050.00
AMAZON MKTPL*N24K57D73	29.69
INTEGRITY PAYMENT SY	234.98
ARAMARK UNIFORM SERV	112.79
WESTPHAL & COMPANY	284.28
HYVEE #1160	101.15
ENVISION WARE INC	2,096.21
INGRAM LIBRARY SERVI	386.16
Q1 MEDIA, INC	5,718.96
BERNARD COMMUNICATIO	99.95
DUBUQUE SIGN COMPANY	50.55
THE UPS STORE 3078	32.71
Telos Corporation	205.00
DUBUQUE HOSE & HYDRA	886.93
PEERLESS WELL & PUMP	2,720.00
IOWA ONE CALL	721.40
STRAND ASSOCIATES IN	71,877.18
FEHR-GRAHAM & ASSOCI	1,138.05
DUBUQUE COUNTY ABSTR	775.00
ORIGIN DESIGN CO	925.75
PERRILL	6,000.00
KONE INC	5,343.91
CHEMSEARCH	1,139.95
CINTAS CORP	324.68
LAUNDRY MAX	50.40

DUBUQUE ARBORETUM	3,024.05
Dubuque Forward LLC	8,000.00
Pigeon Art Center	13,319.58
CHLOE Ehlers	750.00
DUBUQUE AREA LABOR M	8,750.00
Eocene Environmental	18,859.51
OPENEDGE - GLOBAL	277.08
Sandra Fowler	12,000.00
Korrin Schriver	72,628.88
ADOBE SYSTEMS INC	21.19
KLINGNER & ASSOCIATE	800.00
DAVIS PLACE LLC	450.00
Camiros, Ltd	2,075.00
WAPSI VALLEY ARCHAEO	7,733.89
ST LUKES HEALTH - UN	779.00
COTTINGHAM & BUTLER	1,000.00
LANGWORTHY HISTORICA	389.12
AMAZON.COM LLC	111.28
ENVIRONMENTAL SYSTEM	62,150.00
SUSTAINABLE STRATEGI	7,500.00
THERESE H GOODMANN	3,333.33
UNION HOERMANN PRESS	3,837.60
STANARD AND ASSOCIAT	218.46
DUBUQUE AREA CONVENT	7,500.00
US BANK	9.00
FINLEY HOSPITAL	170.70
THE METRIX COMPANY	339.14
SCOTT PRINTING	504.42
INFOSEND INC	4,181.11
TM Inc	315.00
Iron Creek Group LLC	2,279.17
KIM A HERRIG	515.00
ConvergeOne Inc	30,417.92
DUBUQUE COUNTY HISTO	30,879.96
MOBOTREX INC	15,750.00
FOUR MOUNDS FOUNDATI	5,000.00
DUBUQUE COUNTY RECOR	36.00
DIETZ ENTERPRISES LL	6,153.00
ZTM SOBER LIVING LLC	1,100.00
MICS CONSTRUCTION	3,600.00
MILLWORK HOTEL ASSOC	363.53
MAV RESTORATIONS LLC	985.00
Matthew Dressler	32,050.36
MIDWESTONE BANK	2,257.71
RENTPREP	507.50
BRISTOL WEST INSURANCE	1,002.00
MEDICAL ASSOCIATES	132.00

HDR ENGINEERING INC	33,760.48
AECOM TECHNICAL SERV	37,584.19
563 DESIGN PLLC	8,243.75
Nelson-Rudie & Assoc	14,079.00
AHLERS & COONEY PC	3,270.00
BEST BEST & KRIEGER	1,677.50
IOWA DEPT OF NATURAL	7,180.91
Weaver Castle LLC	35,000.00
Crawford, Murphy & T	1,796.54
DENISE C BLAKELEY-IH	2,604.02
LESLEIN TRUCKING	19,339.20
APPLE INC	3.20
Fischer Rosemount Sy	2,398.00
NUTRI JECT SYSTEMS I	9,100.00
SwiftComply US OpCo,	12,500.00
EUROFINS ENV TESTING	1,124.60
NORTHERN BALANCE & S	312.12
RON CLESEN'S ORNAMEN	2,565.12
WHKS AND COMPANY	2,555.93
TRAVIS F SMITH	1,657.50
EAST CENTRAL INTERGO	1,604.00
AMAZON MKTPL*EB6F14YK3	53.94
BLUEFIN PAYMENT SYST	165.38
Ronald V Burbach	1,848.00
TRANSFIRST	8,003.37
SMARTSIGN	500.00
MIDWEST ALARM SERVIC	2,571.84
GEISLER BROTHERS COM	1,491.25
VRBAN FIRE PROTECTIO	1,637.00
VERIZON WIRELESS SER	599.13
IPS Group Inc	58.48
EXPRESS EMPLOYMENT P	819.06
MISCELLANEOUS	1.50
AIRGAS USA LLC	16.74
FIRST DATA CORP	3,744.48
RAMONA J MANTERNACH	900.00
T & W GRINDING	2,925.00
A-TEC RECYCLING INC	2,426.87
INTUIT INCORPORATED	25.00
DUBUQUE RESCUE MISSI	186.03
COMMODITIES:	
PITNEY BOWES GLOBAL	142.53
STAPLES ADVANTAGE	112.37
USPS PO 1826100387	321.99
KIESLER POLICE SUPPL	13,871.00
Decatur Electronics	1,700.00
North American Rescu	18,042.56

GALLS LLC	76.18
Shatter Tactical LLC	410.00
AMERICAN AIRLINES	40.00
SUPERION, LLC	3,290.75
WALMART	372.48
Quill LLC	184.07
UPS*1Z1Y7Y380396069467	14.60
ED M FELD EQUIPMENT	361.00
SHAMROCK JEWELERS	405.00
CLAREY'S SAFETY EQUI	1,641.56
CAPITAL SANITARY	1,064.09
AIRGAS USA LLC	3,491.23
Iowa Health System	360.00
THEISENSHOMEFARMAUTODBQ	756.03
ENVISION SPORTS DESI	1,809.56
AMAZON MKTPL*143SJ0063	4.45
AMAZON MKTPL*CQ5QN9GS3	36.78
DUBUQUE HOSE & HYDRA	1,741.65
DAVIS EQUIPMENT CORP	8,587.00
CINTAS FIRST AID & S	411.87
STEVES ACE HARDWARE	303.05
AMERICAN LEGION POST	268.00
CRESCENT ELECTRIC	16,954.50
ENGRAVED GIFT COLLEC	25.00
Monkey Wrench Produc	69,988.00
Wilson Restaurant	325.50
AMAZON MKTPL*N43OH67T3	147.40
ACCO UNLIMITED CORPO	205.00
MYERS-COX CO	727.76
AMAZON MKTPL*EB3CV5TX3	234.99
MENARDS LUMBER CO	548.54
KWIK STAR #1184	10.74
7G DISTRIBUTING LLC	1,337.75
LIME ROCK SPRINGS CO	673.21
HYVEE #1160	88.86
D & K PRODUCTS	1,508.00
Mint Green Group USA	104.55
NORTHERN LIGHTS FOOD	400.21
SID'S	339.13
CALLAWAY GOLF SALES	250.45
CINTAS CORP	451.12
AMAZON MKTPL*4A4OJ4MY3	18.90
BLACKSTONE AUDIO BOO	91.40
AMAZON MKTPL*M40PO1XY3	17.51
BOOK DEPOT INC	3,367.72
DEMCO INC	535.37
AMAZON RETA* 3513Z67V3	36.99

B L MURRAY COMPANY I	354.71
INGRAM LIBRARY SERVI	227.91
WWW.UI.COM	512.00
AMAZON RETA* O881M0093	14.69
AMAZON MKTPL*S63X45MY3	46.99
BAY SCAN TECHNOLOGIE	1,025.27
COMMUNICATIONS ENGIN	5,730.76
NETWORK COMPUTER SOL	11,820.00
AMAZON RETA* 8L2JU8CT3	11.99
INTUIT INCORPORATED	50.00
FEDEX392862272828	13.80
AMAZON RETA* XR7379HU3	78.95
AMAZON MKTPL*B29G80U93	286.54
AMAZON RETA* CP1BE5D93	27.08
PA #431 - DUBUQUE	167.46
BARD MATERIALS CENTR	803.50
AMAZON RETA* JD2CV3CX3	159.99
AMAZON MKTPL*WZ48E8173	18.98
HATCH BUILDING SUPPL	641.10
HENDRICKS FEED & SEE	242.00
SQUARE INC	300.00
LOWES #00117*	263.76
RACOM CORPORATION	4,131.72
RAPIDS REPRODUCTION	135.13
UBBEN BUILDING SUPPL	3,178.74
HOME DEPOT	139.88
CAPITAL SANITARY	648.96
PITNEY BOWES INC	211.14
USPS PO 1871190392	312.00
AMAZON MKTPL*1N4DK0NH3	23.45
AMAZON MKTPL*5B9GZ6JV3	39.70
AMERICAN LEGAL PUBLI	2,425.51
AMAZON RETA* 9W37X6DY3	9.32
FEDEX392370086477	10.95
AMAZON RETA* 899335CF3	36.64
AMAZON MKTPL*TC9JX3I63	59.99
APPLE INC	1.06
AT&T Mobility Nation	34,995.00
WELU PRINTING COMPAN	778.82
AMAZON MKTPL*2U5F76PN3	18.98
GIERKE ROBINSON COMP	947.81
DAN ARENSDORF CONSTR	760.00
ROEDER IMPLEMENT INC	626.95
TERRY-DURIN COMPANY	1,750.00
RECONYX INC	20.00
B-PLUS DUBUQUE LLC	1,430.10
JOHN THOMAS INC	793.50

AMAZON MKTPL*268IO6B13	121.06
OHD LLLP	179.90
AMAZON MKTPL*3A71F6693	32.99
REV.COM	296.71
TYLER TECHNOLOGIES,	2,400.00
GOVCONNECTION INC	226.50
GRAYMONT WESTERN LIM	5,505.64
FEDEX	19.35
HACH CHEMICAL COMPAN	2,285.21
MELLEN & ASSOCIATES,	3,990.00
VAN METER INDUSTRIAL	10.67
J & R SUPPLY COMPANY	2,792.40
RIVER CITY STONE	514.32
AMAZON MKTPL*4U5V21NM3	9.67
SP EPSON LABELWORKS	75.76
AMAZON MKTPL*JT0AI03I3	137.11
KOHLS DEPARTMENT STO	89.98
GPM Environmental So	4,478.00
THE UPS STORE 3078	74.72
J&R RENTAL LLC	116.40
ONLINE LABELS	26.68
INFOSEND INC	194.07
PARKING INC	350.82
FEDEX392380259653	32.24
THEISENS INC	69.15
AMAZON MKTPL*0T41X40V3	31.82
AMAZON RETA* SG26H0N33	97.53
AMAZON MKTPL*QB88K6L73	39.46
AMAZON MKTPL*8F64F55Z3	261.70
ALTORFER INC	270.03
KRAEMERS WATER STORE	32.45
AMAZON.COM LLC	65.00
GENUINE PARTS COMPAN	6.74
KLUESNER CONSTRUCTIO	1,000.00
CAPITAL OUTLAY:	
MTech Inc	13,108.00
TARGET 00000869	34.99
EASTERN IOWA EXCAV &	11,702.59
CONLON CONSTRUCTION	88,000.00
VAN-WALL EQUIPMENT C	8,900.00
AMAZON MKTPL*K28KA7H53	236.67
HOME & FLOOR SHOW	4,073.00
SCHAEFFER MFG CO	(50.00)
MCDERMOTT EXCAVATING	342,774.95
MCGRATH AUTOMOTIVE G	93,429.00
SERVPRO OF DUBUQUE L	13,910.98
FLOOR SHOW CORPORATI	6,755.00

COMMUNICATIONS ENGIN	3,481.70
AMAZON RETA* MY77X3UA3	213.04
STRAND ASSOCIATES IN	15,419.71
DUBUQUE COUNTY HISTO	41,867.00
ORIGIN DESIGN CO	1,444.25
KEN SAIKI DESIGN INC	895.05
AMAZON MKTPL*020Z18RL3	172.03
AMAZON RETA* RN55441E3	13.58
WK CONSTRUCTION CO I	20,060.47
GREEN VALLEY LANDSCA	2,450.00
BIG RIVER SIGN COMPA	150.00
PORTZEN CONSTRUCTION	527,220.77
Shive-Hattery Inc	9,756.79
GIESE SHEET METAL CO	150,907.50
TRICON CONSTRUCTION	1,656,896.12
MOHN SURVEYING INC	2,380.00
KINSELLA CONCRETE CO	7,250.00
SIEMENS INDUSTRY INC	65,000.00
Keller North America	69,621.89
Pirc Tobin Construct	172,552.88
ALLIANT ENERGY	38.70
RIVER CITY PAVING	22,187.50
Quality Striping Inc	202,274.54
J & R SUPPLY COMPANY	12,920.00
TSCHIGGFRIE EXCAVATI	308.21
CONSOLIDATED ELECTRI	475.00
AVALON SERVICE CENTE	10,920.00
OHD LLLP	321.76
Kwik Trip Inc	25,354.40
KRUSER SEPTIC SERVIC	572.72
Veolia Water Technol	17,207.15
TOP GRADE EXCAVATING	25,000.00
Brandon Avenarius	800.00
REXCO EQUIPMENT INC	65,379.01
DEBT SERVICE:	
UMB BANK	600.00
GRAND TOTAL	**$ 5,382,250.31**

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30,2025
FINALIZED 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 finalized. All expenditures have been reconciled and posted.**

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 OCTOBER 31, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	9,003,186.12
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	**$ 33,371,414.15**

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

Fund	Amount
General Fund	14,130,367.81
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	354,033.38
DMASWA	1,000,468.85
Total	**$ 33,371,414.15**

***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 EXPENDITURES BY FUND

General	948,977.91
Special Revenue	261,571.61
Debt Service	50,000.00
Capital Projects	478,727.25
Water	260,900.06
Sanitary Sewer	263,717.46
Stormwater	51,859.69
Parking	80,282.93
Refuse	3,848.70
Transit	9,782.10
Internal Service	12,501.72
DMASWA	147,607.56
GRAND TOTAL	**$ 2,569,776.99**

***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	7,269,539.78
Grants/Contributions	1,942,715.48
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	**$ 13,623,423.09**

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

Fund	Amount
General Fund	5,517,751.11
Special Revenue	2,705,967.61
Debt Service	19,741.82
Capital Projects	93,295.29
Permanent	260.30
Water	1,119,154.46
Sanitary	1,576,780.84
Stormwater	545,004.30
Parking	186,308.02
Refuse	484,705.25
Transit	214,453.92
Internal Service	327,919.15
DMASWA	832,081.02
Total	**$ 13,623,423.09**

***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	1,934,475.65
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	51,002.34
Refuse	4,172.71
Transit	14,118.20
Internal Service	2,542.46
DMASWA	1,642,575.12
GRAND TOTAL	**$ 10,906,585.55**

***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	7,045,434.02
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	757,968.21
Miscellaneous	17,543.25
Total	**$ 20,215,366.62**

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

Fund	Amount
General Fund	5,214,732.05
Special Revenue	1,868,776.18
Debt Service	155,397.37
Capital Projects	7,774,113.86
Water	1,137,049.88
Sanitary	1,859,123.60
Stormwater	495,993.31
Parking	267,312.85
Refuse	415,159.26
Transit	79,040.45
Internal Service	341,749.20
DMASWA	606,918.61
Total	**$ 20,215,366.62**

***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 JANUARY 31, 2026
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	6,225,761.83
Grants/Contributions	2,436,139.08
LOST	1,366,972.82
Hotel/Motel Tax	257,790.06
Utility Franchise Fees	496,064.29
Gaming	45,674.17
Investment Earnings	2,661.71
Gain on Disposal	16,132.17
Miscellaneous	315.83
Total	**$ 10,847,511.96**

CITY OF DUBUQUE
PERIOD ENDING JANUARY 31, 2026
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	3,889,589.89
Special Revenue	2,303,467.94
Capital Projects	694,855.74
Water	1,067,506.79
Sanitary	1,147,287.15
Stormwater	508,888.81
Parking	212,192.47
Refuse	448,510.83
Transit	67,261.20
Internal Service	46,642.60
DMASWA	461,308.54
Total	**$ 10,847,511.96**

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

COUNCIL APPROVAL

PAYDATE 02-04-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	$ 235.00	Transit Employee Uniforms
1800TShirts	93.00	Transit Employee Uniforms
1800TShirts	55.00	Transit Employee Uniforms
1800TShirts	182.00	Transit Employee Uniforms
1800TShirts	20.00	Transit Employee Uniforms
3M	526.98	3M Clear Transfer Tape (Signs)
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER FOR BRANCHING OUT DBQ
AIRGAS USA LLC	3,229.25	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,598.30	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	10.18	Medical Oxygen for Ambulances
AIRGAS USA LLC	9.57	Medical Oxygen for Ambulances
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances
AIRGAS USA LLC	10.18	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,590.81	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	37.08	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,420.55	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,106.28	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	3,412.39	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,542.83	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,763.98	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,409.36	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,683.01	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,074.27	Liquid Oxygen for the WRRC - FY26
ALLIANT ENERGY	1,030.58	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	36.37	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	351.64	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	673.57	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	134.88	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,915.67	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	60.15	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	32.50	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	27.84	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	42.44	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	363.38	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	757.02	FY26 1805 Central LA Electric
ALLIANT ENERGY	330.11	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,032.13	FY26 1503 W 3rd Electric
ALLIANT ENERGY	66.90	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	219.60	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	147.58	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	56.06	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	695.50	FY26 1805 Central LA Electric
ALLIANT ENERGY	112.41	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	107.59	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	219.90	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	46.01	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,645.03	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	10,650.68	WRRC Electrical Expense - FY26
ALLIANT ENERGY	188.30	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	24.95	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	13,131.12	WRRC Electrical Expense - FY26
ALLIANT ENERGY	95.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,614.49	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	20,332.02	WRRC Lift Stations - Electricity Expense FY26
ALLIANT ENERGY	4,563.67	FY 2026 Energy Costs for Various Locations
Amano McGann Inc	2,571.00	Amano McGann Amano One Elite Software Package
Amano McGann Inc	318,108.50	Amano McGann Amano One Elite Software Package

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AMERICAN LEGION POST 6	810.00	FLAGS FOR PARKS DEPARTMENT
Ascendance Trucks LLC	1,040.19	UNIT #3406 - WO9026 - SHOE KIT, BRAKE DRUM
Ascendance Trucks LLC	(520.00)	UNIT #2680 Parts: Cooler, Gasket, Seal
Ascendance Trucks LLC	33.06	UNIT #3222 - MUFFLER STRAP SUPPORT
Ascendance Trucks LLC	53.71	UNIT #1903 - WO9155 - CABLE
ASJS Properties, LLC	40,000.00	1913 Jackson
AT&T Mobility National Accounts, LLC	1,196.76	FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS
AT&T Mobility National Accounts, LLC	1,603.12	Engineering First Net 112925-122825
AV FUEL	150.00	Blanket Purchase Order - Aviation Fuel
AV FUEL	308.75	Blanket Purchase Order - Aviation Fuel
AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
AV FUEL	21,695.48	Blanket Purchase Order - Aviation Fuel
AV FUEL	21,675.25	Blanket Purchase Order - Aviation Fuel
Bauer Built Inc	175.00	UNIT #2702 - SERVICE 1/2/2026
Bauer Built Inc	184.34	UNIT #3255 - SERVICE 1/2/2026
Bauer Built Inc	276.84	UNIT #3226 - TIRE SERVICE
BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
BIG A AUTO PARTS & SERVICE	129.55	UNIT #110024 - SERVICE (ALIGNMENT)
BIG RIVER SIGN COMPANY INC	677.65	DIRECTORY FOR VETERAN'S MEMORIAL PLAZA SIGN
BLACK HILLS/IOWA GAS UTILITY CO	44.74	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	376.68	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	5,537.89	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	635.84	FY26 1310 Main St Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	621.71	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	629.19	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	236.90	514 Angella St - (City Owned) Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	252.03	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	632.01	Locust Ramp Electricity FY26
Bowie International, LLC	20,055.00	Truck box for Animal Control truck
Brandon Avenarius	1,250.00	City Property Maintenance Tree Clearing Brush Mowi
Brandon Avenarius	930.00	City Property Maintenance Tree Clearing Brush Mowi
C&C MANUFACTURING LLC	298.69	UNIT# 3471 - WASHER GFT220 DRAIN
C&C MANUFACTURING LLC	256.80	UNIT# 3471 - WIPER ARM & BLADE
CATHOLIC CHARITIES OF THE	8,025.24	FY2026 Purchase of Services Agreement
CES COMPUTERS INC	1,953.99	Ragan Griffin Laptop
CES COMPUTERS INC	1,942.58	Replacement computer - Quote #Stephen Green
CINTAS CORP	100.98	Floor Mat Service
CINTAS CORP	55.96	Floor Mat Service
CINTAS CORP	61.61	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	175.43	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	128.16	Cintas Ramp Rugs FY26
CINTAS CORP	226.36	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	182.05	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	705.36	Rugs/Towels for the WRRC-FY26
CINTAS CORP	179.84	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	84.43	Cintas Ramp Rugs FY26
CINTAS CORP	390.22	Various Maintenance - FY26
CINTAS CORP	157.90	FY2026 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	13.76	Replenish Safety Supplies Garage Jan 26
CINTAS FIRST AID & SAFETY	53.68	FY2026 First Aid Supplies
CITY CLERK REFUNDS	50.00	EVENT DEPOSIT REFUND
CITY OF DUBUQUE - UB	671.91	COMMUNITY IMPACT SERVICE PROGRAM FR 1/1/26-1/14/26
Clean Earth Environmental Solutions Inc	19,184.72	2024-62 - HHM RFP Award Clean Earth
CLEAN SWEEP OF I & I LLC	112.46	Car Washes
Coast to Coast Personal Transportation	685.00	Blanket Purchase Order - Lost Baggage Return
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
COMMUNITY SOLUTIONS OF EASTERN IOWA	250.81	FY2026 Contracted Services Agreement_CSEI
Connor Mosele	180.00	BASKETBALL REFEREE
COOK APPRAISAL LLC	4,500.00	Narrative Appraisal Report
Cooper Grams	90.00	BASKETBALL REFEREE
CRAWFORD HEATING AND COOLING CO INC	503.88	City of Dubuque RPZ/Backflow Testing 12/29/25
CRAWFORD HEATING AND COOLING CO INC	394.69	Backflow Testing for 6 Fire Stations
Derrick Johnson	270.00	BASKETBALL REFEREE
Digitech Computer LLC	10,212.74	Ambulance Billing Cash Receipts
Dinges Partners Group	65.00	Repair of Bunker Coat
Dinges Partners Group	49.12	Bunker Gear Repair
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	2,346.36	Blanket Refuse-Comingled Recycling
DOOSAN BOBCAT NORTH AMERICA, INC	65,379.01	LF- Bobcat UW56
DreamSeats, LLC	2,687.00	ST3-Conference Table/Chairs & Recliners
Drive Line & Company, Inc.	83.01	UNIT #3212 - WO9036 - CHELSEA PRESSURE SWITCH
DUANE F ROLING	210.00	BASKETBALL REFEREE
DUBUQUE AREA CHAMBER OF COMMERCE	25.00	Iowa Talent Poll
DUBUQUE COMMUNITY SCHOOL DIST	4,366.26	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	125.00	Merge Abstract Invoice
DUBUQUE COUNTY ABSTRACT & TITLE	175.00	ABSTRACT FEES FOR 1669 MAIN
DUBUQUE COUNTY FIRE ASSOCIATION	50.00	2026 Dues
DUBUQUE COUNTY SHERIFF	25,266.76	Dubuque County Sheriff Dec 2025
DUBUQUE COUNTY SHERIFF	5,636.23	DDTF Dec2025 Shared Expenses
DUBUQUE HOSE & HYDRAULICS	(88.19)	UNIT #3242 - 8340 - HOSE
DUBUQUE HOSE & HYDRAULICS	207.99	UNIT #3417 - WO9030 - HOSES, SOCKET, SEAL
DUBUQUE HOSE & HYDRAULICS	39.43	UNIT #2703 - WO9004 - PARTS 1/16/26
DUBUQUE HOSE & HYDRAULICS	8.01	GARAGE - SHOP USE - (WASHERS; SCREWS) 1/20/26
DUBUQUE HOSE & HYDRAULICS	209.42	UNIT #3223 - WO9125 - LOCK NUT & BOLT
DUBUQUE HOSE & HYDRAULICS	129.88	UNIT: PLOW - WO9134 - BOLT
DUBUQUE HOSE & HYDRAULICS	642.34	UNIT #3405-0-WO9238 - HOSES 1/27/2026
DUBUQUE SIGN COMPANY	325.00	REPLACEMENT WATER GUAGE SIGN
DUBUQUE SOUTH POINTE LLC	14,481.36	South Point Subdivision Reimbursement
EASTERN IOWA EXCAV & CONCRETE LLC	6,401.79	STREET PATCHES FOR WM REPAIRS-EAGLE&ALTHAUSER
EHRLICH EXCAVATING INC	19,628.12	June Drive Storm Sewer and Intake Improvements
ELIZABETH GREEN	5,475.00	STREETS - STOCK - SNOW CHAINS 1/23/2026
ELIZABETH GREEN	5,475.00	STREETS - STOCK - SNOW CHAINS 1/23/2026 (B)
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EverFlow LLC	1,317.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
EverFlow LLC	1,317.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
EverFlow LLC	1,069.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
Evora Energy LLC	52,415.42	Fuel Island Demo & Construction
EXPRESS EMPLOYMENT PROFESSIONALS	608.45	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	343.00	Janitor Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	371.17	Dispatcher Temp Services
FAX A FORM INC	88.84	IRS 1098 Laser forms
FEDEX	12.01	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	24.95	Fed X Shipping Fee-Water Bottle Sample - Lead
FEH Associates Inc	5,399.55	Minor Mods Project
FEH ASSOCIATES INC	2,100.00	INSPECTIONS-FIRE ESCAPE
FERGUSON WATER WORKS SUPPLY #2516	3,506.30	METER COUPLINGS FOR METER STOCK
FOTH INFRASTRUCTURE & ENVIRO LLC	825.00	Runway Markings Improvement
FOTH INFRASTRUCTURE & ENVIRO LLC	9,647.00	Runway Markings Improvement
FOTH INFRASTRUCTURE & ENVIRO LLC	33,350.40	Relocate Taxiway A Construction

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
FOTH INFRASTRUCTURE & ENVIRO LLC	943.88	Relocate Taxiway A Construction
FOTH INFRASTRUCTURE & ENVIRO LLC	1,725.50	Runway Markings Improvement
FOTH INFRASTRUCTURE & ENVIRO LLC	11,521.00	Airfield Pavement Management Program Update
FOTH INFRASTRUCTURE & ENVIRO LLC	55,011.50	Old Mill Lift Station Phase 4 Design - Foth
FOTH INFRASTRUCTURE & ENVIRO LLC	5,378.50	Runway Markings Improvement
FOTH INFRASTRUCTURE & ENVIRO LLC	4,608.40	Airfield Pavement Management Program Update
FOTH INFRASTRUCTURE & ENVIRO LLC	1,008.00	Runway Markings Improvement
FOTH INFRASTRUCTURE & ENVIRO LLC	2,916.58	Relocate Taxiway A
FOTH INFRASTRUCTURE & ENVIRO LLC	4,973.06	Relocate Taxiway A
FOUR MOUNDS FOUNDATION	5,000.00	FY2026 Contracted Services Agreement_Four Mounds
Full Bohr Concrete	3,905.45	Holiday Asbury Intersection Street Panel Replaceme
GALENA GAZETTE PUBLICATIONS INC	63.00	Annual Galena Gazette subscription
Gavin Sarvis	180.00	BASKETBALL REFEREE
GENUINE PARTS COMPANY INC	95.50	LF-Shop Supplies 01/09/26
GENUINE PARTS COMPANY INC	199.32	GARAGE - STOCK FILTERS - 1/14/2026
GENUINE PARTS COMPANY INC	35.15	UNIT #3463 - FILTER, OIL
GENUINE PARTS COMPANY INC	102.01	UNIT #540001 - FILTER, OIL
GENUINE PARTS COMPANY INC	35.80	LF-Shop Supplies- Tool Replacement 01/16/26
GENUINE PARTS COMPANY INC	77.89	LF-Shop Supplies 01/19/26
GENUINE PARTS COMPANY INC	50.28	GARAGE - STOCK FILTERS - 1/19/2026
GENUINE PARTS COMPANY INC	83.15	GARAGE - STOCK HNGR,BULB, FILTERS 1/21/26
GENUINE PARTS COMPANY INC	17.08	GARAGE - STOCK EXHAUST HANGERS 1/22/26
GENUINE PARTS COMPANY INC	150.47	GARAGE - STOCK FILTERS 1/26/2026
GIESE SHEET METAL CO INC	24.00	ST4-Humidifier Filters for Station 4
GIESE SHEET METAL CO INC	2,540.00	MSC-FULL PREVENTATIVE MAINTENANCE 01/15/26
GOODYEAR TIRE & RUBBER	2,514.33	Goodyear Tires Dec 25
GRAINGER INC	16.16	MASKS AND GLOVES FOR SAFETY PPE
GRAINGER INC	218.40	Refuse- Safety Glasses 6/24/25
GRAINGER INC	158.29	Ref and St- Gloves and Earplugs 8/07/25
GRAINGER INC	420.48	Refuse- Coated Gloves 10/6/25
GRAINGER INC	218.40	Refuse- Coated Gloves
GRAINGER INC	560.06	Street-Leather Gloves and Ear Plugs 9/5/25
GRAINGER INC	257.76	Street-Leather Gloves 9/11/25
GRAINGER INC	36.25	GARAGE - STOCK LIGHTS 9/17/2025
GRAINGER INC	136.58	GARAGE - SHOP USE 10/02/2025
GRAYMONT WESTERN LIME INC	5,505.64	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,365.72	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,522.60	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRP & ASSOCIATES INC	33.00	LF- Large Medical Waste Boxes 1/13/26
HAPPY JOE'S PIZZA & ICE CREAM PARLO	132.00	Wet Lab Training Costs
HAPPY JOE'S PIZZA & ICE CREAM PARLO	132.00	Wet Lab Training Costs
HILLS & DALES CHILD DEVELOPMENT	5,056.77	SPECIAL SERVICES GRANT PROGRAM
HOYNE LANDSCAPING & SNOW PLOWING	816.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	957.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	1,337.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	504.25	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	971.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HUSEMAN ELECTRIC LLC	125.00	ST5-Repair Remotes for 2 Ceiling Fans
IMON COMMUNICATIONS LLC	370.97	200 MBPS CIRCUIT FOR WATER TREATMENT PLANT
INFOSEND INC	11,928.85	December Charges
INGRAM LIBRARY SERVICES INC.	109.29	Children's books for collection
INGRAM LIBRARY SERVICES INC.	103.97	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	1,812.59	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	340.91	Children's books for collection
INGRAM LIBRARY SERVICES INC.	482.93	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	2,745.74	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	520.58	Children's books for collection
INGRAM LIBRARY SERVICES INC.	144.26	Teen/Young Adult Materials for Collection
INTOXIMETERS INC	4,250.00	Alco-Sensors
IOWA DEPARTMENT OF HUMAN SERVICES	98,286.56	GEMT Claims for January 2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
IOWA DEPT OF TRANSPORTATION	210.24	Paper for MCTs
IOWA FIRE MARSHALS ASSOCIATION	100.00	2026 Membership Dues
Iowa Health System	375.00	Orange Drug Boxes
IOWA KENWORTH INC	1,721.58	GARAGE - STOCK - TURBO ACTUATOR KITS 1/15/2026
IOWA KENWORTH INC	1,721.58	UNIT #3412 - WO9006 - TURBO ACTUATOR KITS
IOWA POETRY ASSOCIATION	12.75	Lyrical Iowa 2025
J & R SUPPLY COMPANY	5,595.00	TAPPING MACHINE FOR 1" & 3/4" TAPS
J & R SUPPLY COMPANY	2,970.00	8' VALVE BOX CLEANER-CLEANING VALVE BOXES OF DEBRI
JMJ SCREEN PRINTING	555.00	VOLUNTEER DBQ SHIRTS
JOHNSONS NURSERY INC	25,000.00	TREES FOR BRANCHING OUT DUBUQUE GRANT
KENNETH J WELTER	90.00	BASKETBALL REFEREE
Kevin Beatty	175.00	Ground Transportation Reimbursement
KEVIN KENNEDY	650.00	Healthy Home Assessment Practitioner Training-LHH2
KEVIN KENNEDY	650.00	Healthy Home Assessment Practitioner Training-LHH2
KILBURG EQUIPMENT LLC	3,704.65	GARAGE - STOCK FOR #3407 - CART TIPPER MOTOR
LANGE SIGN GROUP	32,876.00	Replace Electronic Message Center on Central Ave
LESLEIN TRUCKING	26,389.95	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
Lisa Beatty	175.00	Ground Transportation Reimbursement
MACQUEEN EQUIPMENT GROUP	(317.37)	UNIT 2704 additional parts
MACQUEEN EQUIPMENT GROUP	617.59	STOCK - RUBBISH - ROLLER ASSY 1/22/2026
MACQUEEN EQUIPMENT GROUP	1,772.33	UNIT #540010 - WO9235 - ROLLER ASSY 1/23/26
MARTIN EQUIPMENT OF IL INC	648.90	UNIT#3472 - BATTERY 11/26/2025
MARTIN EQUIPMENT OF IL INC	(127.83)	UNIT#3244 Rear View Mirror (being returned)
MARTIN EQUIPMENT OF IL INC	(113.06)	UNIT: NONE (BEING RETURNED) - MIRROR
MARTIN EQUIPMENT OF IL INC	39.75	UNIT#3467 - FILTERS 1/20/26
MARTIN EQUIPMENT OF IL INC	469.82	UNIT#3456 - HOSES & FITTING 1/20/26
MARTIN EQUIPMENT OF IL INC	101.64	UNIT#3467 - LUBRICATION,PLUG,BOLT 1/21/2026
MARTIN EQUIPMENT OF IL INC	432.58	UNIT#3456 - CAPS, REFRIGERANT HOSES
MARTIN EQUIPMENT OF IL INC	3,480.64	UNIT#3453 - THRDLCKR,SCREW,NUT,SPRKT SEG 1/26/26
MARTIN EQUIPMENT OF IL INC	77.59	UNIT#3456 - ELBOW FITTING, HOSE 1/27/2026
MEDICAL ASSOCIATES CLINIC PC	307.95	Immunization for New Officers
MH LOGISTICS CORP	3,863.45	UNIT #3403 - WO8827 - SLIDE (SHOE BLOCK)
MIDWEST MOTOR SUPPLY CO	60.48	GARAGE - STOCK FLUIDS 11/17/25
MIDWEST PATCH/HI-VIZ SAFETY	2,395.00	Street Signs, Blanks, Supplies
MIKE FINNIN FORD LLC	873.23	UNIT #110043 - WO9048 - SEAT COVERS & PADS
MIKE FINNIN FORD LLC	(71.23)	No unit - Will be returning windshield hose
MIKE FINNIN FORD LLC	1,092.30	UNIT #110024 - WO9117 - WHEEL ASSEMBLY
MIKE FINNIN FORD LLC	558.46	UNIT #110024 - WO9117 - ARM ASY-FRONT SUSPENSION
MIKE FINNIN FORD LLC	452.73	UNIT #110024 - WO9117 - ARM ASSEMBLY FRONT SUS
MIKE FINNIN FORD LLC	19.99	UNIT #420001 - Service 1/20/2026
MI-T-M EQUIPMENT SALES & SERVICE	185.50	LF- Shop Supplies 1/08/26
MOLO OIL COMPANY	3,931.28	COD FIRE FUEL - ACCT#5900040766 - 01/20/2026 (A)
MOLO OIL COMPANY	8,462.00	COD PW/FIRE FUEL - ACCT#5900040766 - 01/20/2026 (B
MOLO OIL COMPANY	32,654.78	COD PW FUEL - ACCT#5900040766 - 01/20/2026 (C)
MOLO OIL COMPANY	724.20	COD PW FUEL - ACCT#5990034984 - 01/20/2026
MOLO PETROLEUM LLC	1,335.82	LF fluids- Guardol Bulk and Kost Global 11/06/25
MOLO PETROLEUM LLC	304.10	UNIT #3471 - FLUIDS 12/11/2025
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
NIELAND REFRIGERATION	7,658.14	REPLACE WALK IN COOLER COMPRESSOR
O'REILLY AUTOMOTIVE INC	(233.07)	UNIT# 130004 Replace Battery
O'REILLY AUTOMOTIVE INC	(19.99)	Blue Def 2.5 Gal
O'REILLY AUTOMOTIVE INC	71.94	UNIT #23412 - BATTERIES 1/16/2026
O'REILLY AUTOMOTIVE INC	119.94	UNIT #2502 - ANTIFREEZE 1/21/2026
O'REILLY AUTOMOTIVE INC	23.94	GARAGE - STOCK HANGERS 1/21/2026
O'REILLY AUTOMOTIVE INC	179.80	GARAGE - STOCK WIPER BLADES
OVERDRIVE INC	137.93	Downloadable Materials for Children's Collection
Patrick Quarnstrom	120.00	BASKETBALL REFEREE
Peterbilt of Wisconsin	475.92	GARAGE - STOCK BRAKES - 06/09/25
Peterbilt of Wisconsin	(1,346.00)	STOCK - Cast Brake Shoe Kit
Peterbilt of Wisconsin	1,083.54	GARAGE - STOCK BRAKES - 12/04/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Peterbilt of Wisconsin	(105.98)	STOCK Brakes- Cast Brake Shoe Kit
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
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PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	49.64	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PRECISE MRM LLC	860.00	2025-12 Subscription
QUAD OPTICAL SERVICES LLC	11,967.60	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	5,197.50	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	6,877.20	Fiber Builds - Ancillary Services
RACOM CORPORATION	2,256.80	Parking Enforcement Radios
RACOM CORPORATION	4,900.48	Jule Bus Radio Maintenance FY26
RACOM CORPORATION	64,545.08	Racom Ramp Camera System Maintenance
RACOM CORPORATION	38,165.53	Racom Ramp Camera Upgrades
RAM SERVICES LLC	600.00	1005 Locust# 1,2,3,4,5,6; pre-mitigation-LHH24
Reliant Fire Apparatus, Inc.	62.53	UNIT #130003 - WO9091 - POWER LOCK ACTUATOR
RILCO, Inc	175.00	Def Bulk
RIVER CITY STONE	247.68	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	135.45	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROEDER OUTDOOR POWER EQUIPMENT	213.18	UNIT #4011 - WO9149 - BLADE SCRAPER
ROSENBAUER MINNESOTA LLC	305.97	UNIT #1921 - WO9023 - FUEL SENDER
Routeware, Inc.	40,990.32	Software Renewal- 11/21/25-11/20/26
Routeware, Inc.	5,292.00	Software Renewal-11/21/25-11/20/26 (payment part 2
SADLER POWER TRAIN INC	(50.00)	UNIT# 1998 Ross Freightliner Power Steering Gear
SADLER POWER TRAIN INC	11.50	UNIT #3409 - WO8840 - STARTING FLUID 11/6/2025
SADLER POWER TRAIN INC	(95.42)	UNIT #3410 - SWITCH, CLAMPS, GREASE
SADLER POWER TRAIN INC	265.20	GARAGE - SHOP USE - 1/14/2026
SADLER POWER TRAIN INC	233.88	GARAGE - STOCK LIGHTS 1/16/2026
SADLER POWER TRAIN INC	182.82	GARAGE - STOCK - 01/26/2026
SADLER POWER TRAIN INC	388.28	UNIT #4911 - WO9218 - BRAKE DRUM
SADLER POWER TRAIN INC	287.52	UNIT #3206 - SERVICE - DRIVELINE 1/21/26
SAFEGUARD BUSINESS SYSTEMS INC	350.80	Art @ your library Postcards - February/March
Schadl Incorporated	1,304.28	ST4-Multiple Toilet Leaking at Station 4
SCHIMBERG COMPANY	514.60	1" COUPLINGS FOR METER STOCK
SEDONA STAFFING	304.50	Hours Worked - Admin Support - 01/25/26
SHERWIN WILLIAMS COMPANY	2,998.32	WOODEN LADDER REPLACEMENTS
SPX CORPORATION	178.86	Genfare Key Housing Plate
STOP STICK LTD	1,737.00	Stop Stick Holsters/Terminator
STRAND ASSOCIATES INC	27,616.31	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	3,061.83	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	342.86	Ruby Sutton Second Floor Structural Engineering
STRAND ASSOCIATES INC	1,209.42	Schmitt Island Sanitary Project
TERRACON CONSULTANTS INC	32,433.13	Catfish Creek Interceptor South Fork Phase 4
TERRACON CONSULTANTS INC	201.55	Catfish Creek Interceptor South Fork Phase 4
THE LOCKSMITH EXPRESS	150.00	Intermodal Facility
THE LOCKSMITH EXPRESS	150.00	Enter House for Officers
THE LOCKSMITH EXPRESS	135.00	Central Ramp Reset Combination locks
THOMAS J KIEFER	90.00	BASKETBALL REFEREE
THOMPSON TIRE & RETREAD	856.98	UNIT#3236 - SERVICE - TIRE REPLACEMENT 1/26/26
THOMPSON TIRE & RETREAD	2,582.00	UNIT#3213 - SERVICE - TIRE REPAIR 1/15/2026
THOMPSON TIRE & RETREAD	50.00	UNIT#3242 - SERVICE - TIRE REPLACEMENT 1/26/26
THOMPSON TIRE & RETREAD	55.00	UNIT#3209- SERVICE - TIRE REPLACEMENT 1/26/26
THOMPSON TIRE & RETREAD	32.00	GARAGE- SERVICE TO DOLLY/CART TUBES 1/26/26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THREE RIVERS FS INC	1,870.81	LF- #2 Dyed Diesel & #1 Dyed Diesel 01/14/26
THREE RIVERS FS INC	2,681.27	LF- #2 Dyed Diesel & #1 Dyed Diesel 01/20/26
THREE RIVERS FS INC	1,422.81	LF- #2 Dyed Diesel & #1 Dyed Diesel 01/22/26
THREE RIVERS FS INC	2,149.63	LF- #2 Dyed Diesel & #1 Dyed Diesel 01/27/26
THREE RIVERS FS INC	43.65	LF- LP Gas 33# Cylindar 1/22/26
TIMOTHY L SPECHT	2,500.00	2085 Sunnyview 21 Lead CO
TIMOTHY L SPECHT	38,200.00	2085 Sunnyview 21 Lead and HH Work
TOP GRADE EXCAVATING INC	1,415,774.13	Old Mill LS and FM Project Phase 2
TRAPEZE SOFTWARE GROUP INC	31,500.00	Fixed Route Software - Trapeze/Tripspark FY26
TRI STATE QUALITY METALS	65.00	BRACKETS FOR EPP RESTROOM
TRICON CONSTRUCTION GROUP	635,481.59	Old Mill Lift Station and Force Main
TURPIN DODGE OF DUBUQUE LLC	34.20	UNIT #1702 - WO9234 - FILTER
TURPIN DODGE OF DUBUQUE LLC	25.16	UNIT #1702 - WO9234 - FILTER DOOR
UNION HOERMANN PRESS	5,064.60	January 2026 utility bill insert
UNIVERSITY OF DUBUQUE	4,130.88	Franchise Fee FY26
VERIZON WIRELESS SERVICES LLC	100.12	Fixed Route Signs Data Dec 25
VERIZON WIRELESS SERVICES LLC	319.52	Fixed Route Rangers Data Dec 25
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data Jan 26
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
Viterra USA Grain, LLC	8,592.00	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	9,696.00	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	8,880.00	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	2,144.84	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	3,853.04	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	3,716.80	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	1,942.52	FY2026 Unloading Salt Barges
Viterra USA Grain, LLC	5,865.72	FY2026 Unloading Salt Barges
WAYNE R SCHNIER	90.00	BASKETBALL REFEREE
WB McCloud & Co, Inc.	125.00	FY26 1805 Central Pest Control
WELU PRINTING COMPANY	470.44	Engineering envelopes and No Parking Signs
WELU PRINTING COMPANY	433.23	Envelops/Return Envelopes
WELU PRINTING COMPANY	338.77	5000 #10 window envelopes
WELU PRINTING COMPANY	236.30	3000 #10 non-window envelopes
WELU PRINTING COMPANY	811.01	Engineering envelopes and No Parking Signs
WELU PRINTING COMPANY	39.10	BUSINESS CARDS-Parking
WELU PRINTING COMPANY	32.71	Business Cards - Anderson Sainci
WELU PRINTING COMPANY	39.10	Business Cards - Council Member Chris Staver
WELU PRINTING COMPANY	39.10	Business Cards - Council Member Tyson Leyendecker
WELU PRINTING COMPANY	39.10	Business Cards - Council Member Danny Sprank
WENZEL TOWING SERVICE	187.50	Unit #1902 - FIRE TRUCK TOW TO CITY GARAGE 11/19/2
WENZEL TOWING SERVICE	187.50	Unit #1902 - FIRE TRUCK TOW TO ASCENDANCE 11/19/25
WHKS AND COMPANY	1,347.98	Grand Harbor Waterpark Structure Inspection
Wolter, Inc.	936.73	Generator Preventative Maintenance
	$ 3,755,516.05	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
520264	1/28/2026	ACCESS TECHNOLOGIES INC	$ 458.29	FY26 Copy and Print Costs for Malfunctions
1017530	1/22/2026	ADVANTAGE SHEET METAL INC	387.00	INSTALL DAMPERED DUCT SUPPLY TO GREENHOUSE
1017530	1/22/2026	ADVANTAGE SHEET METAL INC	870.50	SERVICE CALL-BUNKER UPSTAIRS OFFICES
1017530	1/22/2026	ADVANTAGE SHEET METAL INC	592.50	SERVICE CALL GREENHOUSE
1017586	1/28/2026	ADVANTAGE SHEET METAL INC	525.00	HEATING ISSUE AT BUNKER
1017573	1/28/2026	AIRGAS USA LLC	16.74	Medical Oxygen for Ambulances
1017573	1/28/2026	AIRGAS USA LLC	26.74	Medical Oxygen for Ambulances
1017573	1/28/2026	AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
520252	1/28/2026	ALLIANT ENERGY	6,210.62	FY 2026 Energy Costs for Various Locations
520252	1/28/2026	ALLIANT ENERGY	87.65	Blanket Purchase Order - Monthly Electric Service
520252	1/28/2026	ALLIANT ENERGY	14.21	Blanket Purchase Order - Monthly Electric Service
520287	1/28/2026	Ambitec INC	25,379.46	Rifle Threat Mini Shield
520283	1/28/2026	AT&T Mobility National Accounts, LLC	3,196.69	AT&T First Net Monthly Charges
520283	1/28/2026	AT&T Mobility National Accounts, LLC	2,758.84	AT&T First Net Monthly Charges
1017547	1/22/2026	A-TEC RECYCLING INC	787.18	LF- Blanket: Recycling of Materials
1017552	1/28/2026	AV FUEL	19,668.38	Blanket Purchase Order - Aviation Fuel
1017552	1/28/2026	AV FUEL	21,259.17	Blanket Purchase Order - Aviation Fuel
520253	1/28/2026	AVALON SERVICE CENTER INC	17,760.00	NEW EQUIPMENT TRAILER FOR PARKS
520267	1/28/2026	B L MURRAY COMPANY INC	272.34	Cleaning Supplies
1017545	1/22/2026	BARD MATERIALS CENTRAL	666.55	CONCRETE FOR EMERGENCY WATERMAIN BREAK REPAIR
1017545	1/22/2026	BARD MATERIALS CENTRAL	834.45	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	693.55	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	681.55	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	124.54	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	598.15	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	1,328.40	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	432.10	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	705.55	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	87.03	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	432.10	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	598.15	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	432.10	Various Concrete Products
1017545	1/22/2026	BARD MATERIALS CENTRAL	764.20	Various Concrete Products
1017592	1/28/2026	BARD MATERIALS CENTRAL	2,043.22	concrete for creek crossing repair
260700015	1/22/2026	BC/BS OF IOWA/WELLMARK	137,239.07	Wellmark Weekly
260700018	1/15/2026	BC/BS OF IOWA/WELLMARK	88,953.70	Wellmark Weekly
1017593	1/28/2026	BEST BEST & KRIEGER LLP	1,760.00	Cell Tower Legal Services
1017593	1/28/2026	BEST BEST & KRIEGER LLP	1,845.00	Cell Tower Legal Services
1017587	1/28/2026	BIECHLER ELECTRIC INC	42.50	Self Fueler Pump
1017587	1/28/2026	BIECHLER ELECTRIC INC	268.72	Self Fueler Pump
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	764.51	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	363.73	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	1,850.54	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	140.57	FY26 Gas Service for 300 Main, Suite 330
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	217.30	FY2026 BLANKET PO - GAS COSTS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	208.23	FY2026 BLANKET PO - GAS COSTS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	145.48	FY2026 BLANKET PO - GAS COSTS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	400.88	NATURAL GAS FOR FY26
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	229.05	NATURAL GAS FOR FY26
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	185.05	NATURAL GAS FOR FY26
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	734.62	NATURAL GAS FOR FY26
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	311.80	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	531.73	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	173.54	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	348.59	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	201.71	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	886.91	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	914.19	Blanket Purchase Order - Monthly Gas Service
1017551	1/28/2026	BLACK HILLS/IOWA GAS UTILITY CO	611.17	Blanket Purchase Order - Monthly Gas Service
1017553	1/28/2026	BLACKSTONE AUDIO BOOKS	64.39	CD Audio Books for Library Collection
1017550	1/22/2026	CAPITAL SANITARY	112.00	Janitorial Supplies - Intermodal
1017550	1/22/2026	CAPITAL SANITARY	379.18	Janitorial Supplies - JOTC
1017550	1/22/2026	CAPITAL SANITARY	106.95	Janitorial Supplies - JOTC
1017550	1/22/2026	CAPITAL SANITARY	161.22	Janitorial Supplies - Intermodal
1017550	1/22/2026	CAPITAL SANITARY	588.23	Janitorial Supplies - JOTC
1017550	1/22/2026	CAPITAL SANITARY	293.15	ST2 & 3-Janitorial Supplies
1017550	1/22/2026	CAPITAL SANITARY	42.86	ST2 & 3-Janitorial Supplies
1017550	1/22/2026	CAPITAL SANITARY	5,668.51	LF/Ref/St- Shirt Order 11/25/25
1017550	1/22/2026	CAPITAL SANITARY	519.02	Janitorial Supplies
1017550	1/22/2026	CAPITAL SANITARY	530.19	Janitorial Supplies
1017550	1/22/2026	CAPITAL SANITARY	252.09	Janitorial Supplies
1017596	1/28/2026	CAPITAL SANITARY	82.86	Janitorial Supplies
1017559	1/28/2026	CENGAGE LEARNING INC	29.59	Large Print books for circulating collection
260700016	1/16/2026	CENTURY LINK	86.14	FY26 CL Phone Charges
260700017	1/19/2026	CENTURY LINK	203.43	FY26 CL Phone Charges
1017555	1/28/2026	CINTAS CORP	260.54	Various Maintenance - FY26
1017555	1/28/2026	CINTAS CORP	20.01	Various Maintenance - FY26
1017555	1/28/2026	CINTAS CORP	53.86	Various Maintenance - FY26

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1017555	1/28/2026	CINTAS CORP	53.86	Various Maintenance - FY26
1017555	1/28/2026	CINTAS CORP	20.01	Various Maintenance - FY26
520254	1/28/2026	CINTAS FIRST AID & SAFETY	80.85	FIRST AIDE CABINET RESTOCKED
1017531	1/22/2026	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
520277	1/28/2026	COMMUNITY INCORPORATED	3,375.00	2026 Enhanced Editorial Coverage
1017572	1/28/2026	CONSTELLATION NEW ENERGY GAS DIV	535.63	City Of Dubuque - C&I 2401Central Ave Nov 2025
1017572	1/28/2026	CONSTELLATION NEW ENERGY GAS DIV	660.09	COD-Dubuque City Garage: Kerper NOV 2025
1017556	1/28/2026	Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer - 9 of 11
1017557	1/28/2026	DELTA DENTAL OF IOWA	25,035.52	FY26 Delta Dental - February 2026
1017557	1/28/2026	DELTA DENTAL OF IOWA	3,567.24	FY26 Delta Dental - February 2026
520296	1/27/2026	DEVIN M SWEENEY	115.00	WEFTEC - Chicago - 9/30/25-10/01/25
1017567	1/28/2026	DITTMER RECYCLING INC	408.07	Blanket Purchase Order - Monthly Refuse Collection
1017577	1/28/2026	Dubuque and Jackson County Habitat for Humanity	3,229.00	Habitat for Humanity_FY26 Purchase of Serv Agreeme
520256	1/28/2026	DUBUQUE COMMUNITY SCHOOL DIST	860.97	Franchise Fee FY26
1017558	1/28/2026	DUBUQUE COUNTY HISTORICAL SOCIETY	1,411.21	Franchise Fee FY26
1017558	1/28/2026	DUBUQUE COUNTY HISTORICAL SOCIETY	493.30	Franchise Fee FY26
520257	1/28/2026	DUBUQUE COUNTY SHERIFF	793.38	Dubuque County Sherrif-Media/Com-Inmate
520257	1/28/2026	DUBUQUE COUNTY SHERIFF	222.59	Dubuque County Sherrif-Media/Com-Inmate
1017532	1/22/2026	DUBUQUE FIRE EQUIPMENT INC	242.00	SERVICE FOR FIRE SUPPRESSION SYSTEM
520275	1/28/2026	DUBUQUE RESCUE MISSION	7,339.15	DBQ Rescue Mission- Repair Shop & Recycling Projec
520258	1/28/2026	DUBUQUE VISITING NURSE ASSOCIATION	2,000.00	Lead Claim FY25 July 1, 2024-June 30, 2025
520258	1/28/2026	DUBUQUE VISITING NURSE ASSOCIATION	2,000.00	Lead Claim FY25 July 1, 2024-June 30, 2025
1017546	1/22/2026	DUBUQUELAND DOOR COMPANY	359.69	LF- North Door #2 Issues 09/04/25
1017594	1/28/2026	DUBUQUELAND DOOR COMPANY	633.53	Service on 01/06/2026
1017588	1/28/2026	ED M FELD EQUIPMENT CO INC	7,056.00	Fire Hose Replacement
1017570	1/28/2026	ELECTRICAL ENG & EQUIP COMPANY	855.00	MSC- Huff St Generator Maint 12/10/25
1017570	1/28/2026	ELECTRICAL ENG & EQUIP COMPANY	1,680.00	MSC- Hawthorne St Generator 12/10/25
1017582	1/28/2026	ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
520285	1/28/2026	First District Department of Corrections	740.95	Franchise Fee FY26
520285	1/28/2026	First District Department of Corrections	199.19	Franchise Fee FY26
1017575	1/28/2026	FOUNTAIN OF YOUTH PROGRAM	5,000.00	Fountain of Youth_FY26 Purchase of Serv Agreement
520259	1/28/2026	GIESE SHEET METAL CO INC	811.98	HDQ-Maintenance in West Bay Apparatus
520276	1/28/2026	GOVCONNECTION INC	405.30	UPS battery for the Federal Building 2nd floor UPS
1017583	1/28/2026	Hawkeye Area Community Action Program Inc.	5,842.02	FY2026 HACAP Agreement
1017560	1/28/2026	HDR ENGINEERING INC	3,626.81	DMASWA TO 20 - Horiz Exp Permitting
1017560	1/28/2026	HDR ENGINEERING INC	4,274.37	E/W Corridor Capacity Improv-University Overlap
520290	1/28/2026	HILLCREST FAMILY SERVICES	50.00	REFUND OF EVENT DEPOSIT
1017568	1/28/2026	HILLS & DALES CHILD DEVELOPMENT	619.39	Franchise Fee FY26
1017568	1/28/2026	HILLS & DALES CHILD DEVELOPMENT	236.88	Franchise Fee FY26
520260	1/28/2026	HOLY FAMILY CATHOLIC SCHOOLS	2,185.91	Franchise Fee FY26
520260	1/28/2026	HOLY FAMILY CATHOLIC SCHOOLS	154.99	Franchise Fee FY26
520288	1/28/2026	Hy-Vee, Inc.	2,865.00	ILEAs Meal Plan for New Officers
520288	1/28/2026	Hy-Vee, Inc.	2,865.00	ILEAs Meal Plan for New Officers
520288	1/28/2026	Hy-Vee, Inc.	2,865.00	ILEAs Meal Plan for New Officers
520261	1/28/2026	IA ASSN PROFESSIONAL FIRE CHIEFS	200.00	Membership Fees
520269	1/28/2026	IOWA COMMUNITIES ASSURANCE POOL	8,265.47	FY26 Damage Claims
1017533	1/22/2026	IOWA PRISON INDUSTRIES	1,036.80	No Camping Signs - Public Works
520286	1/28/2026	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
1017585	1/28/2026	KEELEY RESTORATION SERVICES LLC	420,354.70	2025 Repair and Maintenance Iowa Street Parking Ra
520291	1/28/2026	KMDE LLC	401.94	UB 24152 356 MAIN ST APTS
520292	1/28/2026	KMDE LLC	85.65	UB 24151 356 MAIN ST STE B
1017534	1/22/2026	KONE INC	271.84	Elevator Maintenance
1017534	1/22/2026	KONE INC	210.00	FY26 Engine House Elevator Service
1017534	1/22/2026	KONE INC	200.00	Elevator Maintenance - FY26
1017534	1/22/2026	KONE INC	2,139.84	ELEVATOR MAINTENANCE - SERVICE 1/1/26-12/31/26
1017574	1/28/2026	KYLE P REINERT	816.00	Tuition Reimbursement for term 3B26
1017548	1/22/2026	LIBERTY TIRE RECYCLING LLC	4,439.90	LF- Tire Recycling Mixed Load
1017548	1/22/2026	LIBERTY TIRE RECYCLING LLC	6,591.70	LF- Tire Recycling Mixed Load
520278	1/28/2026	LIBRARY IDEAS LLC	439.64	Vox Books for Children's Collection
1017584	1/28/2026	LINWOOD CEMETERY ASSOCIATION	16,658.50	CONTRIBUTION/FINANCIAL SUPPORT FOR FY26
520262	1/28/2026	LORAS COLLEGE	3,625.97	Franchise Fee FY26
520262	1/28/2026	LORAS COLLEGE	268.60	Franchise Fee FY26
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	627.93	FY2026 BLANKET PO - ELECTRICITY COSTS
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	76.49	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	76.93	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	78.47	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	47.61	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	72.92	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	44.72	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	49.32	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	142.76	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	61.08	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	65.08	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	60.07	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	45.66	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	406.14	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	435.32	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	48.63	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	54.95	FY26 Electric Traffic & Street Lights
1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	58.96	FY26 Electric Traffic & Street Lights

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1017535	1/22/2026	MAQUOKETA VALLEY ELECTRIC COOP	121.29	Electrical Svc - Airport Lift Station - FY26
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	250.25	FY2026 BLANKET PO - ELECTRICITY COSTS
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	737.13	FY2026 BLANKET PO - ELECTRICITY COSTS
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	61.33	Energy Costs
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	2,698.38	Energy Costs
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	136.01	Energy Costs
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	405.41	Energy Costs
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	6,420.03	Blanket Purchase Order - Monthly Electric Service
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	861.94	Blanket Purchase Order - Monthly Electric Service
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	101.18	Blanket Purchase Order - Monthly Electric Service
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	42.34	Blanket Purchase Order - Monthly Electric Service
1017589	1/28/2026	MAQUOKETA VALLEY ELECTRIC COOP	42.52	Blanket Purchase Order - Monthly Electric Service
520289	1/28/2026	McDonald Supply Co	70.29	Landfill Refund Per K. Miller Acct 1596
520263	1/28/2026	MEDICAL ASSOCIATES CLINIC PC	1,800.00	Dec25 Officer Wellness Visits
1017561	1/28/2026	MERCY MEDICAL CENTER	2,044.65	Franchise Fee FY26
1017561	1/28/2026	MERCY MEDICAL CENTER	47,661.76	Franchise Fee FY26
1017571	1/28/2026	MIDWEST TAPE LLC	104.97	Adult DVDs, BluRays, CDs for Collection
1017571	1/28/2026	MIDWEST TAPE LLC	234.33	Adult DVDs, BluRays, CDs for Collection
1017571	1/28/2026	MIDWEST TAPE LLC	278.56	Adult DVDs, BluRays, CDs for Collection
1017571	1/28/2026	MIDWEST TAPE LLC	474.55	Adult DVDs, BluRays, CDs for Collection
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	618.04	1771 Alta Vista Relocation 21-LHH
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	618.04	1771 Alta Vista Relocation 21-LHH ROOM 309
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	1,545.10	1771 Alta Vista Relocation LHH21 Rm 315
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	1,236.08	1771 Alta Vista Relocation LHH21 Rm 309
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	1,236.08	Townplace Suites Rel. 1771 Alta Vista LHH '21 Rm31
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 309
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 311
520282	1/28/2026	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 315
520265	1/28/2026	MIRACLE CAR WASH CORP	184.18	FY26 Police Vehicle Car Washes
520266	1/28/2026	MIRACLE EXPRESS INC	76.30	FY26 Police Vehicle Car Washes-Express
1017554	1/28/2026	MOBOTREX INC	17,364.00	Traffic signal components
1017536	1/22/2026	MUTUAL WHEEL COMPANY	6.54	UNIT #170003 - WO8874 - RED LED LIGHT
1017536	1/22/2026	MUTUAL WHEEL COMPANY	143.72	GARAGE - STOCK (DRIVE SEALS) - 01/14/2025
520268	1/28/2026	NEWT MARINE SERVICE	4,909.63	2025 Riverfront Dock Spud Barge Rental
520268	1/28/2026	NEWT MARINE SERVICE	5,000.00	2025 Riverfront Dock Spud Barge Rental
520268	1/28/2026	NEWT MARINE SERVICE	5,000.00	2025 Riverfront Dock Spud Barge Rental
520268	1/28/2026	NEWT MARINE SERVICE	3,589.19	2025 Riverfront Dock Spud Barge Rental
1017537	1/22/2026	NORTHEAST IOWA COMMUNITY COLLEGE	294.63	Franchise Fee FY26
1017537	1/22/2026	NORTHEAST IOWA COMMUNITY COLLEGE	39.31	Franchise Fee FY26
260700011	1/22/2026	NUTRI JECT SYSTEMS INC	15,752.92	Biosolids Management - WRRC Hauling
260700012	1/22/2026	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
1017580	1/28/2026	Ostrom Painting & Sandblasting Inc	195,153.71	2025 Pavement Marking Project
1017581	1/28/2026	PBC Guru LLC	4,500.00	Library Speakers Consortium membership 1/25 to 6/2
520293	1/28/2026	PFAB, ANTHONY E	77.00	UB 04614 2138 JACKSON
520294	1/28/2026	PHILIPPS, STEPHANIE ANNE	151.00	UB 23706 641 ARLINGTON
520281	1/28/2026	PLANET TECHNOLOGIES INC	193.06	O365 SLG Subscription
1017538	1/22/2026	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1017538	1/22/2026	POLYDYNE INC	23,460.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1017538	1/22/2026	POLYDYNE INC	23,460.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1017562	1/28/2026	PORTZEN CONSTRUCTION INC	113.00	(Emergency) Kitchen sink repair for HACAP
1017576	1/28/2026	PRECISE MRM LLC	860.00	2025-11 Subscription
1017579	1/28/2026	Presentation Lantern	3,854.00	Presentation Lantern_FY26 Purchase of Serv Agreeme
1017539	1/22/2026	RIVER CITY PAVING	1,020.91	2025 Hot & Cold Mix Asphalt
1017539	1/22/2026	RIVER CITY PAVING	3,251.33	2025 Hot & Cold Mix Asphalt
1017539	1/22/2026	RIVER CITY PAVING	1,709.28	2025 Hot & Cold Mix Asphalt
1017539	1/22/2026	RIVER CITY PAVING	5,294.73	2025 Hot & Cold Mix Asphalt
1017539	1/22/2026	RIVER CITY PAVING	22,957.47	2025 Hot & Cold Mix Asphalt
1017539	1/22/2026	RIVER CITY PAVING	118,712.27	2025 Hot & Cold Mix Asphalt
520255	1/28/2026	ROGER CLEVELAND GOLF CO INC	(263.34)	PRO SHOP MERCHANDISE
520255	1/28/2026	ROGER CLEVELAND GOLF CO INC	681.30	PRO SHOP MERCHANDISE
520255	1/28/2026	ROGER CLEVELAND GOLF CO INC	101.64	PRO SHOP MERCHANDISE
520255	1/28/2026	ROGER CLEVELAND GOLF CO INC	1,016.40	PRO SHOP MERCHANDISE
520255	1/28/2026	ROGER CLEVELAND GOLF CO INC	713.88	PRO SHOP MERCHANDISE
260700024	1/16/2026	RXBENEFITS INC	82,575.27	FY26 Presc Admin & Claims - 11-8 to 1-2-26
520273	1/28/2026	SAFEGUARD BUSINESS SYSTEMS INC	1,197.54	Badge Stickers
520270	1/28/2026	SAINT MARK YOUTH ENRICHMENT	4,743.60	Saint Marks_FY26 Purchase of Services Agreement
1017578	1/28/2026	Save On SP, LLC	17,040.22	Savings on specialty drugs
1017540	1/22/2026	SCHAEFFER MFG CO	964.58	Engine Oil & Diesel Treatment-WRRC/LS
260700002	1/15/2026	SISCO	240.00	FY26 STD Insurance Premium - Jan 2026
520295	1/28/2026	SPAHN, DOUGLAS M	29.61	UB 10962 1005 BOYER
1017563	1/28/2026	STRAND ASSOCIATES INC	136.48	42-Inch Force Main Stabilization Proj
520280	1/28/2026	SUNNYCREST MANOR	803.03	Franchise Fee FY26
520280	1/28/2026	SUNNYCREST MANOR	5,198.51	Franchise Fee FY26
1017541	1/22/2026	SUPERIOR WELDING SUPPLY CO	119.00	Garage- Acetyl, Argon, Oxy, Nit 12/31/25
1017542	1/22/2026	TELEGRAPH HERALD	56.65	Public hearing notice for FY27 Annual Action Plan
1017542	1/22/2026	TELEGRAPH HERALD	300.00	TH Skilled Trade Labor Booth
1017590	1/28/2026	TELEGRAPH HERALD	2,865.74	Publication Expenses
1017590	1/28/2026	TELEGRAPH HERALD	259.88	Publication Expenses
1017543	1/22/2026	TERMINAL SUPPLY	748.53	GARAGE - SHOP - Bin Supplies 01/12/2026
520279	1/28/2026	THE METRIX COMPANY	162.63	Franchise Fee FY26
1017564	1/28/2026	THREE RIVERS FS INC	282.00	LF- Spectra Lube Red 2 30TB CS 01/14/26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017564	1/28/2026	THREE RIVERS FS INC	89.22	LF-Filter 70080-800-144 1" Mesh/Winter
520274	1/28/2026	TIMOTHY J WITTSTOCK	59.99	Case small nitril gloves
1017549	1/22/2026	TRI-STATE PORTA POTTY INC	1,915.00	PORTA-POTTIES JAN 2026
1017595	1/28/2026	TRI-STATE PORTA POTTY INC	240.00	ADA Portable Bathroom Units ~ Landfill & Streets
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	(1,740.20)	UNIT #3236 - WO8555 - TURBOCHARGER ACTUATOR KIT
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	809.76	UNIT #3208 Sensor Nitrogen Oxi
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	876.54	UNIT #1921 Batteries GRP31
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	1,355.15	UNIT #3412 Def Tank
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	17.82	GARAGE - STOCK FUSE - 01/08/2026
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	14.30	GARAGE - STOCK CIRCUIT BREAKER - 01/13/2026
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	292.18	GARAGE - STOCK BATTERIES - 01/12/2026
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	222.69	GARAGE - STOCK RUBBISH FILTERS - 01/13/2026
1017544	1/22/2026	TRUCK COUNTRY OF IOWA INC	1,727.99	UNIT #3236- Turbocharger Actuator
520272	1/28/2026	UNITED STATES TREASURY/IRS	24,852.92	IRS Levy Payment
520271	1/28/2026	UNITED WAY SERVICES INC	2,300.25	United Way_FY26 Purchase of Services Agreement
1017569	1/28/2026	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
1017569	1/28/2026	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
520284	1/28/2026	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1017565	1/28/2026	WELU PRINTING COMPANY	39.10	Business Card for Timothy Krieger CISO
1017566	1/28/2026	WHKS AND COMPANY	2,986.18	Track Line Sanitary Sewer Reconstruction Project
1017566	1/28/2026	WHKS AND COMPANY	10,060.64	Brunskill Rd Sanitary Sewer Streambank Restoration
1017566	1/28/2026	WHKS AND COMPANY	2,500.29	Wildwood Bridge Replacement Consulting Engineers
1017591	1/28/2026	ZARNOTH BRUSH WORKS INC	1,289.10	1570 BROOM PARTS
			$ 1,652,852.83	

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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	Updated New Housing Units Handout
SUMMARY:	City Manager providing an updated version of the New Housing Units handout.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Housing Incentives - New Units Handout

CREATING HOUSING OPPORTUNITIES

New Housing Units Approved, Under Review, Under Construction, or Completed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

2,461 Total Lots/Units
as of Jan. 26, 2026, including
392 Workforce Units

Residential Subdivision Lot Availability

Development	Location	Lots/Units Available	Use
North Grandview Estates	North Grandview/32nd Street	32 Lots/Units	Single-Family/Apartment
Rustic Point Estates #2	Derby Grange/Kennedy Roads	40 Units	Single-Family/Duplex
Sky Blue Estates*	Sky Blue Drive	4 Lots	Single-Family
Silver Oaks Subdivision	Elmwood/Silver Oaks Drive	127 Lots	Single-Family/Duplex
South Pointe Estates*	Rockdale Road/South Pointe Drive	37 Units	Single-Family/Duplex
Timber-Hyrst Estates	Creekwood Drive/Cherry Ridge	21 Lots	Single-Family/Duplex/Townhomes
The Farm/Switch Homes	End of Tiffany Court	18 Lots	Single-Family

*Subdivision has additional phases

TOTAL: 279

Residential Development - Under Review

Development	Location	# of Lots/Units	Use
Visitation/AHNI	**900 Alta Vista Street**	**25 Units**	**Workforce Apartments**
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
Bridge Lofts	35 Locust Street	106 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	13 Units	Market Rate Apartments
Millwork Flats	1065 Jackson Street	76 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments
Wilson House Apartments	1243 Locust Street	5 Units	Market-Rate Apartments
Fifth & Main St. Apartments	200 W. Fifth Street	102 Units	Market-Rate Apartments/Mixed Use
Novelty Iron Works Condominiums	333 E. Tenth Street	34 Units	Market-Rate Condominiums

TOTAL: 537

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Subdivision - Under Construction			
Development	**Location**	**# of Units**	**Use**
The Farm/Switch Homes	End of Tiffany Court	84 Lots	Single-Family
South Pointe Phase 2	South Pointe Drive	21 Lots 22 Units	Single-Family Duplex

TOTAL: 127

Multi-Family Development - Under Construction			
Development	**Location**	**# of Units**	**Use**
Carich Property LLC Apartments	**1734-36 Central Avenue**	**8 Units**	**Workforce/Market-Rate Apartments**
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
1706 Central Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments
1701 Central Ave. Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. 5th Street	9 Units	Market-Rate Apartments
1301 Central Ave. Apartments	1301 Central Avenue	30 Units	Market-Rate Apartments
Union at the Marina	**1860 Hawthorne Street**	**201 Units**	**Workforce Family Housing**
Habitat for Humanity	**Rosalynn Carter Place**	**16 Units**	**Workforce Single-Family Homes**
The Landings at Cedar Cross	380 Cedar Cross Road	180 Units	Market-Rate Apartments/Mixed Use

TOTAL: 927

Cooperative Community Development - Under Construction			
Development	**Location**	**# of Units**	**Use**
Estates of Dubuque	Barnwood Lane/Lasso Court	35 Units	Single-Family/Cooperative Community

TOTAL: 35

Completed/Constructed Developments			
Development	**Location**	**# of Units**	**Use**
Gardens of Dubuque	**1895 Radford Road**	**50 Units**	**Workforce Family Housing Apartment**
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	**1865 Radford Road**	**44 Units**	**Workforce Senior Housing Apartment**
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
South Pointe Rowhouses	Rolling Creek Lane	6 Units	Market-Rate Townhomes
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
Century Square Apartments	1504 Bies Drive	54 Units	Market-Rate Apartments
South Point Rowhouse	1368-1378 Autumn Ridge	4 Units	Market-Rate Townhomes
Padua Place Apartments	2175 Rosedale Avenue	14 Units	Market-Rate Apartments
Emri Apartments	**Radford Road**	**48 Units**	**Workforce Family Housing Apartments**

TOTAL: 556



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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	March/April 2026 City News Newsletter
SUMMARY:	City Manager providing a copy of the March/April 2026 issue of the City News newsletter that will be distributed with City utility bills from February 5-26. It is also available online at www.cityofdubuque.org/citynews.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. March /April 2026 City News



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
CITY NEWS

March/April 2026

Inside This Issue

2 | Lifeguard Certification Training Courses

Applications Open for Energy Savers Program

Free Tree Program Eligibility Expanded Citywide

Sustainable Dubuque Grant Applications Due March 15

3 | A Message from the City Manager

FY2027 Budget Public Meetings: Provide Your Input!

Old Mill Road Closure: March - May

4 | New Faces & Retirements

Events Calendar

Free Workshop Series for Small-Scale Developers

Yard Waste/Food Scrap Collection Resumes April 6

Let's Be Social!

cityofdubuque.org

Get news and info by email or text: Check out all the options at **cityofdubuque.org/notifyme**

City News is produced by the City of Dubuque Communications Office. Comments are welcome at publicinfo@cityofdubuque.org or 563-589-4151.

Make this summer count with a seasonal job at the City of Dubuque!

We're hiring for more than 250 positions across the Parks and Recreation Department, City pools, Bunker Hill Golf Course, Port of Dubuque Marina, and more!

NOW HIRING

SUMMER JOBS FOR AGES 15+

Seasonal jobs are a great fit for:

- Students (age 15+) looking for experience and extra income during summer break.
- First-time job seekers who want to build their resume and gain valuable skills.
- Retirees or professionals interested in earning extra income while staying active in the community.

Available positions include:

$15-$21 PER HOUR!

- Pool Manager
- Lifeguard/Swim Instructor
- Pool Cashier
- Pool Laborer
- Concessions Worker
- Bunker Hill Clubhouse Staff
- Pro Shop Attendant
- Golf Course Groundskeeper
- Parks Groundskeeper
- Park Ranger
- Landscape Crew Member
- Tennis Program Coordinator
- Tennis Instructor
- Volleyball Field Supervisor
- Softball Field Supervisor
- Playground Program Coordinator
- Playground Leader
- Marina Manager
- Marina Dock Attendant
- and more!

See job descriptions, hourly rates, and apply at **cityofdubuque.org/summerjobs** or scan the QR code.











Lifeguard CERTIFICATION

Planning to be a lifeguard at City pools this summer? Lifeguards must be at least 15 years old, be certified in lifeguarding, and complete a swimming skills test. First-year lifeguards are paid $16.44 per hour and returning lifeguards are paid $18.61 per hour.

The lifeguard certification training course includes online coursework and one day of in-person training and testing. In-person training sessions will be held from 8 a.m. - 5 p.m. at the Loras College San Jose Pool on **Sunday, March 29, and Sunday, April 19.** The lifeguard certification class fee is waived for those who interview and are hired as a lifeguard for the summer season.

Learn more at cityofdubuque.org/lifeguarding or call 563-589-4315.

Application Open for **Energy Savers Program**

Is your furnace or water heater more than 10 years old and in disrepair? The Energy Savers Program provides a qualified contractor and covers labor and material costs for a heat source (up to $7,500) and/or a water heater (up to $5,500) replacement. The program is available to income-eligible homeowners or landlords with income-eligible tenants. The program is not currently available to mobile home owners.

Learn more and apply at cityofdubuque.org/energysavers or call 563-580-3745.

Free Tree Program

Eligibility Expanded Citywide



The Branching Out tree-planting initiative now offers a new way to qualify. In addition to homeowners and businesses in designated eligibility areas, income-qualified residential property owners anywhere in the city can sign up to receive trees for their property.

To qualify by income, residents must have an annual income below 80% of the area median income. Those who qualify, by location or income, will receive one or more trees, mulch, watering bags, and planting assistance at no cost. Sustainable Dubuque will help select tree varieties suited to site conditions, and trained volunteers from Dubuque Trees Forever will assist with planting and provide guidance on proper tree care and maintenance.

Sign up by Feb. 28 to be eligible for spring plantings. Those interested in a fall planting should submit their requests by July 31.

Get your free trees! Check your eligibility and sign up at cityofdubuque.org/branchingout or call 563-543-9172.

Sustainable Dubuque **Grant Applications Due March 15**

SUSTAINABLE DUBUQUE

What would you do with $2,500 to make Dubuque more sustainable?

Applications for the Sustainable Dubuque Community Grant are open through March 15. Grants of up to $2,500 are available to help non-profits, businesses, clubs, organizations, and groups of residents turn great ideas into action for a more sustainable community.

Projects should support the Sustainable Dubuque vision and include a component of community education or engagement. Preference will be given to projects that align with the 50% by 2030 Community Climate Action and Resiliency Plan, the Imagine Dubuque 2037 Comprehensive Plan, or other City of Dubuque plans.

Have an idea? Apply today and make an impact!
Review the grant guidelines, application form, and scoring rubric at cityofdubuque.org/sustainability or call 563-690-6038.



A Message from the
CITY MANAGER

Michael C. Van Milligen

A presenter at the Dubuque Area Chamber of Commerce's annual Business Forecast Luncheon from the Common Sense Institute highlighted how Iowa's population decline threatens the state's future workforce, economic vitality, and tax base.

One of the most significant challenges is Iowa's loss of young, college-educated residents. Each year, thousands of graduates leave the state soon after earning their degrees. Drawn to more exciting states and metropolitan areas with broader career opportunities and activities they find appealing, these young professionals take with them not only population, but also talent, innovation, and future community leadership.

An August 2025 Cedar Rapids Gazette article, titled "'Brain drain' costing Iowa thousands of residents, billions in economic growth," cited findings from Common Sense Institute Iowa showing that the state has the nation's seventh-highest net out-migration of young, educated people—and the highest in the Midwest. According to the report, Iowa lost a net 3,445 college-educated adults ages 25–29 in 2023 alone. Modeling from the report projects this loss will result in $17.6 billion in cumulative lost personal income over those individuals' working years, along with nearly $384,000 in lost tax revenue per person.

At the same time, immigrants have played a critical role in stabilizing Iowa's population. In many communities, immigration has helped offset population decline, filled essential jobs, and supported entrepreneurship that strengthens local economies. In Iowa, immigration has been the primary factor preventing sharper population losses.

Still, immigration alone has not been sufficient to counterbalance the continued outflow of young, educated residents. Without improved retention of college graduates and stronger attraction of young families and professionals, Iowa's population challenges will persist, weakening long-term economic competitiveness and community vitality.

While quality jobs remain a top priority for young professionals choosing where to live, quality of place also plays a major role. National surveys by organizations such as the Knight Foundation and Brookings Institution consistently show that young adults value walkability and bikeability, arts and culture, vibrant downtowns, and access to nature and outdoor recreation. These amenities are not "nice extras," but core factors in relocation decisions and among the most effective tools communities have to retain talent.

In late 2023, Greater Dubuque Development conducted a survey of nearly 1,200 people 30 years old or younger which asked them to rate the importance of 35 community factors when choosing where to live/work in the future. Their top five factors were: access to quality healthcare, affordable home ownership, great schools and education, low crime rate, and variety of restaurants. Other factors in the top 20 included: natural features, shopping/commercial districts, hiking/biking trails, public parks and golf courses, fitness/health centers, and outdoor recreation.

Some policymakers argue that lower property taxes will reverse Iowa's "brain drain." Taxes are rarely a primary concern for new graduates. Dubuque already has the lowest city property tax rate among Iowa cities over 50,000, and local elected officials are best positioned to balance tax policy with investments that sustain a high quality of life. I hope we tread lightly on destroying the ability of local communities to invest in a brighter future.

Fiscal Year 2027 Budget
Public Meetings

The City's annual budget public input meetings give residents and stakeholders a chance to learn about the recommended budget and share feedback. Meetings begin at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th St. Public input is accepted after each department's presentation, and comments can also be submitted online at **cityofdubuque.org/FY2027budget**.

In March, recommended budget materials and the schedule of department presentations will be available at cityofdubuque.org/FY2027budget and at the Reference Desk at the Carnegie-Stout Public Library, 360 W. 11th St. For more information, call 563-589-4398.

- **FY27 Budget Document Presentation**
  Monday, April 6
- **City Department Presentations**
  Tuesday, April 7
  Thursday, April 9
  Monday, April 13
  Wednesday, April 15
  Thursday, April 16
  Tuesday, April 21
  Wednesday, April 22
- **Public Hearing to Adopt FY27 Budget**
  Tuesday, April 28, 6:30 p.m.



Due to construction of a new sanitary sewer lift station, Old Mill Rd. is tentatively scheduled to close between Manson Rd. and the Catfish Creek bridge from March 16 through May 22. Electronic message boards will be posted one week prior to the closure to notify motorists. The detour will use Fremont Ave., Grandview Ave., and Rockdale Rd. Motorists are also encouraged to use the Southwest Arterial as an alternate route during this time.

For questions, call the Engineering Department at 563-589-4270.

New Faces & Retirements

New City Employees

Timothy Krieger	Information Technology
Alicia Goerdt	Public Works
Ryan Walter	Housing
Denis Masinovic	Multicultural Family Center
Kaiden Pennington	Parks
Dennis Brayton	Transit
Steven Cotton	Transit
Luke Giegerich	Library
Jensen Block	Police
Carlo Dannenfelser	Police
Jace Fassbinder	Police
Lakiah McCallson	Library
Janet Heer	Library
Rory Monthey	Library
Christy Garrett	Library
Darla Fortmann	Engineering
Tyson Leyendecker	City Council
Chris Staver	City Council

Recent Retirees

Jeff Zasada	Housing

New Board/Commission Members

Addison Aronson	Arts and Cultural Affairs Advisory Commission
Lucas Delaney	Resilient Community Advisory Commission
Ben Loeffelholz	Zoning Board of Adjustment

FREE! Workshop Series for Small-Scale Developers

Third Tuesday of Every Month, 12 p.m.

Have ideas to improve your neighborhood? Join 12 Steps to Town Making, a free monthly virtual workshop series that helps turn ideas into real projects! Each session tackles key topics for small-scale developers, from preparing for bank interviews and running project numbers to design, planning, property management, and more. In addition, in-person monthly meetups are the first Wednesday of every month!

Register for the workshop at cityofdubuque.org/12steps. For questions, call 563-589-4393.

Calendar

March

2	City Council Meeting, 6:30 p.m.
16	City Council Meeting, 6:30 p.m.

April

6	City Council Meeting including the FY2027 Budget Document Presentation, 6:30 p.m.
7	FY2027 Budget Public Hearing #1, 6:30 p.m.
9	FY2027 Budget Public Hearing #2, 6:30 p.m.
13	FY2027 Budget Public Hearing #3, 6:30 p.m.
15	FY2027 Budget Public Hearing #4, 6:30 p.m.
16	FY2027 Budget Public Hearing #5, 6:30 p.m.
20	City Council Meeting, 6:30 p.m.
21	FY2027 Budget Public Hearing #6, 6:30 p.m.
22	FY2027 Budget Public Hearing #7, 6:30 p.m.
28	Final Hearing to Adopt FY2027 Budget, 6:30 p.m.

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details). Agendas are posted at cityofdubuque.org/agendas. Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2 and ImOn channel 5), streamed live and archived on the City's website at cityofdubuque.org/media, and streamed live on the City's Facebook page at facebook.com/cityofdubuque.

DON'T WASTE the GOOD STUFF!



Curbside Composting Resumes April 6

Regular weekly collection of compost (yard waste and food scraps) for current subscribers starts Monday, April 6.

Interested in curbside composting services? The City offers the following options (can be combined):

- 13-gallon City-issued cart: $1 per month
- 64-gallon City-issued cart: $10 per month
- Annual Decal: $40
- Single-use yellow stickers: $1.50 each or 5 for $7.50

To learn more and sign up for curbside composting, visit cityofdubuque.org/composting or call the Public Works Department at 563-589-4250.

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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	2025 Pavement Marking Project: Acceptance of Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of $201,189.39 to Ostrom Painting and Sandblasting, Inc for the 2025 Pavement Marking Project. **RESOLUTION** Accepting The 2025 Pavement Marking Project And Authorizing Final Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2025 Pavement Marking Project Acceptance of Public Improvement Construction Contract
2. 2025 Pavement Marking Project - Staff Acceptance MEMO
3. 2025 Pavement Marking Project - Council Acceptance RESOLUTION
4. 2025 Pavement Marking Project - Ostrom COUNCIL FINAL - Signed

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: 2025 Pavement Marking Project
Acceptance of Public Improvement Construction Contract
Project Code: 5521000013

DATE: January 22, 2026

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of $201,189.39 to Ostrom Painting and Sandblasting, Inc for the 2025 Pavement Marking Project.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Troy Kress, Engineering Tech.

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 22, 2026

RE: 2025 Pavement Marking Project
Acceptance of Public Improvement Construction Contract
Project Code: 5521000013

INTRODUCTION

The enclosed resolution provides for the acceptance of the public improvement construction contract for the 2025 Pavement Marking Project.

BACKGROUND

The City contracts for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City streets as directed by the Engineering Department.

DISCUSSION

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using waterborne paint with a service life of approximately one (1) to two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City includes portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all Symbols and Legends and a portion of center Lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

This project included pavement markings and symbols for some City owned and maintained parking lots, including 3rd St. and Main St. Lot, 3rd St. and Locust St. Lot, 4th St. and Central Ave. Lot, 5th St. and Bluff St. Lot, 11th St. and Bluff St. Lot, 12th St. and Bluff St. Lot, 12th St. and Central Ave. (City Hall) Lot, 12th St. and Elm St. Lot, and 18th St. and Elm St. Lot.

The 2025 Pavement Marking Project was completed by Ostrom Painting and Sandblasting , Inc. of Rock Island, Illinois in the final contract amount of $201,189.39 which is a 0.4% increase from the original contract amount of $200,347.77.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the contract amount of $201,189.39 to Ostrom Painting and Sandblasting, Inc for the 2025 Pavement Marking Project.

BUDGET IMPACT

The project cost summary for the 2025 Pavement Marking Project is summarized below:

Description	Cost Estimate	Award	Final
Construction - City Pavement Markings	$ 196,662.00	$ 178,002.91	$ 178,844.55
Construction - Iowa DOT Pavement Markings	22,482.37	20,345.11	20,345.11
City Owned Parking Lots	2,245.64	1,999.75	1,999.75
	$ 221,390.01	**$ 200,347.77**	**$ 201,189.39**
Engineering Design and Administration	5,000.00	5,000.00	3,332.52
Total Construction Cost	**$ 226,390.01**	**$ 205,347.77**	**$ 204,521.91**

The proposed project funding is summarized as follows:

Project Code / GL Code	Fund Description	Fund Amount
5521000013-301-67990	Pavement Markings (FY26)	$ 182,177.07
	Iowa DOT Funding	20,345.11
650-46-0000-83-830-4603-00-01-63100	Transit - Parking Maintenance	1,999.72
Total Project Funding		**$ 204,521.90**

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of $201,189.39 to Ostrom Painting and Sandblasting, Inc for the 2025 Pavement Marking Project.

Prepared by: Justine Hull, Traffic Engineer
cc: Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Troy Kress, Engineering Tech.
Mitchell Wood, Janet Worrell, Iowa DOT

Prepared by Justine Hull, Civil Engineer - Traffic, 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.

ACCEPTING THE 2025 PAVEMENT MARKING PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the 2025 Pavement Marking Project (the Project) contracted for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City streets; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Ostrom Painting and Sandblasting, Inc. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $201,189.39; and

WHEREAS, the Contractor has previously been paid $195,153.71, leaving a balance of $6,035.68; and

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

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

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

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $6,035.68 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved and adopted this 2nd day of February 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

CITY ENGINEER's CERTIFICATE OF FINAL COMPLETION OF THE 2025 PAVEMENT MARKING PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2025 Pavement Marking Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $ 204,521.90.

Dated this 22nd day of January 2026.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 22nd day of January 2026.

Adrienne N. Breitfelder, City Clerk

City of Dubuque - Engineering Department
City Council Final Payment Form

PAYMENT NO: **COUNCIL FINAL**

ROJECT NAME: **2025 Pavement Marking Project**

Project Code: 5521000013-301-67990

CONTRACTOR: Ostrom Painting and Sandblasting
ADDRESS: 1110 8th Ave.
CITY, STATE, ZIP: Rock Island, IL 61201

AWARDED CONTRACT AMOUNT: $ 200,347.77
CONTRACT RECONCILIATION: $ 841.62
FINAL CONTRACT AMOUNT: $ 201,189.39 0.4%

FINAL COST ACCEPTANCE
DATE: February 2, 2025

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	CONTRACT QUANTITY	CONTRACT UNIT	CONTRACT UNIT COST	PREVIOUS TO-DATE QUANTITY	PREVIOUS TO-DATE AMOUNT	CURRENT PAY PERIOD QUANTITY	CURRENT PAY PERIOD AMOUNT	FINAL QUANTITY	FINAL AMOUNT
		Division 8020 - Pavement Markings (Painted Lines)									
1	8020-108-B	BCY4: Broken Centerline (Yellow)	422.60	STA	$ 12.19	416.32	$ 5,074.94		$ -	416.32	$ 5,074.94
2	8020-108-B	BLW4: Broken Lane Line (White)	351.89	STA	$ 12.19	364.60	$ 4,444.47		$ -	364.60	$ 4,444.47
3	8020-108-B	CHW8: Channelizing Line (White)	151.56	STA	$ 14.39	151.56	$ 2,180.95		$ -	151.56	$ 2,180.95
4	8020-108-B	CHY8: Channelizing Line (Yellow)	615.46	STA	$ 14.39	617.49	$ 8,885.68		$ -	617.49	$ 8,885.68
5	8020-108-B	CBW6: Crosswalk Bar (White)	487.50	STA	$ 11.87	486.90	$ 5,779.50		$ -	486.90	$ 5,779.50
6	8020-108-B	CLW6: Crosswalk Line (White)	583.35	STA	$ 14.17	577.80	$ 8,187.43		$ -	577.80	$ 8,187.43
7	8020-108-B	DCY4: Double Centerline (Yellow)	3600.43	STA	$ 11.87	3614.45	$ 42,903.52		$ -	3614.45	$ 42,903.52
8	8020-108-B	DDY4: Double Dotted Line (Yellow)	4.68	STA	$ 12.19	4.68	$ 57.05		$ -	4.68	$ 57.05
9	8020-108-B	DEW1: Dotted Entrance Line (White)	11.46	STA	$ 12.71	11.46	$ 145.66		$ -	11.46	$ 145.66
10	8020-108-B	DLW4: Dotted Line (White)	12.75	STA	$ 12.71	17.75	$ 225.60		$ -	17.75	$ 225.60
11	8020-108-B	DLY4: Dotted Line (Yellow)	3.27	STA	$ 12.71	1.96	$ 24.91		$ -	1.96	$ 24.91
12	8020-108-B	DLW6: Dotted Line (White)	0.77	STA	$ 12.42	1.29	$ 16.02		$ -	1.29	$ 16.02
13	8020-108-B	DNB6: Do Not Block Intersection Line 6" (White)	29.27	STA	$ 14.17	29.27	$ 414.76		$ -	29.27	$ 414.76
14	8020-108-B	DRW8: Dotted Roundabout Line (White)	0.00	STA	$ 15.00	0.00	$ -		$ -	0.00	$ -
15	8020-108-B	ELW4: Edge Line Right (White)	1927.18	STA	$ 12.71	1928.06	$ 24,505.64		$ -	1928.06	$ 24,505.64
16	8020-108-B	ELY4: Edge Line Left (Yellow)	513.74	STA	$ 12.71	513.74	$ 6,529.64		$ -	513.74	$ 6,529.64
17	8020-108-B	MNY4: Median Nose (Yellow)	0.00	STA	$ 15.64	0.00	$ -		$ -	0.00	$ -
18	8020-108-B	NPY4: No Passing Zone Line (Yellow)	313.16	STA	$ 12.71	313.16	$ 3,980.26		$ -	313.16	$ 3,980.26
19	8020-108-B	SLW2: Stop Line (White)	741.65	STA	$ 15.00	741.98	$ -		$ -	741.98	$ 11,129.69
20	8020-108-B	SLW4: Solid Lane Line (White)	439.33	STA	$ 12.71	460.77	$ 5,856.39		$ -	460.77	$ 5,856.39
21	8020-108-B	SPW6: Sloped Curb 6" (White)	0.00	STA	$ 12.71	0.00	$ -		$ -	0.00	$ -
22	8020-108-B	STW6: Standard Curb 6" (White)	0.00	STA	$ 15.50	0.00	$ -		$ -	0.00	$ -
23	8020-108-B	STY6: Standard Curb 6" (Yellow)	0.00	STA	$ 15.50	0.00	$ -		$ -	0.00	$ -
24	8020-108-B	YLW2: Yield Line (White)	1.59	STA	$ 12.71	1.59	$ 20.21		$ -	1.59	$ 20.21
									City - Pavement Markings (Painted Lines)	**Sub Total**	$ 130,362.31
		Division 8020 - Pavement Markings (Painted Symbols)									
25	8020-108-G	AHDW: Ahead Word Marking (White)	3.00	EA	$ 41.60	3.00	$ 124.80		$ -	3.00	$ 124.80
26	8020-108-G	BIKW: Bike Word Marking (White)	2.00	EA	$ 41.60	2.00	$ 83.20		$ -	2.00	$ 83.20
27	8020-108-G	BLSW: Bike Lane Symbol (White)	23.00	EA	$ 41.60	23.00	$ 956.80		$ -	23.00	$ 956.80
28	8020-108-G	CSLW: Combined Straight and Left Turn Arrow (White)	28.00	EA	$ 39.26	30.00	$ 1,177.80		$ -	30.00	$ 1,177.80
29	8020-108-G	CSLWR: Combines Straight and Left Turn Roundabout (White)	1.00	EA	$ 38.36	1.00	$ 38.36		$ -	1.00	$ 38.36
30	8020-108-G	CSRW: Combined Straight and Right Turn Arrow (White)	24.00	EA	$ 39.26	24.00	$ 942.24		$ -	24.00	$ 942.24
31	8020-108-G	CSTW: Combined Straight, Right, and Left Turn Arrow (White)	2.00	EA	$ 39.26	2.00	$ 78.52		$ -	2.00	$ 78.52
32	8020-108-G	ENDW: Ends Word Marking (White)	1.00	EA	$ 41.60	1.00	$ 41.60		$ -	1.00	$ 41.60
33	8020-108-G	LANW: Lane Word Marking (White)	1.00	EA	$ 41.60	1.00	$ 41.60		$ -	1.00	$ 41.60
34	8020-108-G	LLRW: Left Lane Reduction Arrow (White)	3.00	EA	$ 39.26	3.00	$ 117.78		$ -	3.00	$ 117.78
35	8020-108-G	LTAW: Left Turn Arrow (White)	563.00	EA	$ 39.26	562.00	$ 22,064.12		$ -	562.00	$ 22,064.12
36	8020-108-G	LTAWR: Left Turn Roundabout (White)	4.00	EA	$ 38.36	4.00	$ 153.44		$ -	4.00	$ 153.44
37	8020-108-G	ONLW: Only Word Marking (White)	227.00	EA	$ 41.60	227.00	$ 9,443.20		$ -	227.00	$ 9,443.20
38	8020-108-G	RLRW: Right Lane Reduction Arrow (White)	6.00	EA	$ 39.26	6.00	$ 235.56		$ -	6.00	$ 235.56
39	8020-108-G	RRCW: Railroad Crossing Symbol (White)	14.00	EA	$ 43.68	14.00	$ 611.52		$ -	14.00	$ 611.52
40	8020-108-G	RTAW: Right Turn Arrow (White)	193.00	EA	$ 39.26	193.00	$ 7,577.18		$ -	193.00	$ 7,577.18
41	8020-108-G	SCLW: School Word Marking (White)	1.00	EA	$ 41.60	1.00	$ 41.60		$ -	1.00	$ 41.60
42	8020-108-G	SLMW: Shared Lane Markings (Sharrows (White))	47.00	EA	$ 43.48	50.00	$ 2,174.00		$ -	50.00	$ 2,174.00
43	8020-108-G	STAW: Straight Arrow (White)	35.00	EA	$ 43.48	35.00	$ 1,521.80		$ -	35.00	$ 1,521.80
44	8020-108-G	STPW: Stop Word Marking (White)	10.00	EA	$ 41.60	10.00	$ 416.00		$ -	10.00	$ 416.00
45	8020-108-G	XNGW: XING Word Marking (White)	3.00	EA	$ 41.60	3.00	$ 124.80		$ -	3.00	$ 124.80
46	8020-108-G	YLDW: YIELD Work Marking (White)	9.00	EA	$ 41.60	9.00	$ 374.40		$ -	9.00	$ 374.40
									City - Pavement Markings (Painted Symbols)	**Sub Total**	$ 48,340.32
									CITY - FINAL AMOUNT EARNED:		**$ 178,702.63**

PRINT DATE: 1/22/2026

City of Dubuque - Engineering Department
City Council Final Payment Form

PAYMENT NO: **COUNCIL FINAL**

ROJECT NAME: **2025 Pavement Marking Project**

Project Code: 5521000013-301-67990

CONTRACTOR: Ostrom Painting and Sandblasting
ADDRESS: 1110 8th Ave.
CITY, STATE, ZIP: Rock Island, IL 61201

AWARDED CONTRACT AMOUNT: $ 200,347.77
CONTRACT RECONCILIATION: $ 841.62
FINAL CONTRACT AMOUNT: $ 201,189.39 0.4%

FINAL COST ACCEPTANCE
DATE: February 2, 2025

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	CONTRACT QUANTITY	CONTRACT UNIT	CONTRACT UNIT COST	PREVIOUS TO-DATE QUANTITY	PREVIOUS TO-DATE AMOUNT	CURRENT PAY PERIOD QUANTITY	CURRENT PAY PERIOD AMOUNT	FINAL QUANTITY	FINAL AMOUNT
		Division 8020 - Pavement Markings (Painted Lines)									
47	8020-108-B	BLW6: Broken Lane Line (White)	0.43	STA	$ 12.42	0.43	$ 5.37		$ -	0.43	$ 5.37
48	8020-108-B	CHW10: Channelizing Line (White)	80.61	STA	$ 17.98	80.61	$ 1,449.45		$ -	80.61	$ 1,449.45
49	8020-108-B	CHY10: Channelizing Line (Yellow)	55.53	STA	$ 17.98	55.53	$ 998.38		$ -	55.53	$ 998.38
50	8020-108-B	DEW10: Dotted Entrance Line (White)	3.59	STA	$ 17.98	3.59	$ 64.61		$ -	3.59	$ 64.61
51	8020-108-B	DLW6: Dotted Line (White)	3.97	STA	$ 12.19	3.97	$ 48.44		$ -	3.97	$ 48.44
52	8020-108-B	DRW6: Dotted Roundabout Line (White)	3.48	STA	$ 12.19	3.48	$ 42.43		$ -	3.48	$ 42.43
53	8020-108-B	ELW6: Edge Line Right (White)	34.80	STA	$ 12.19	34.80	$ 424.17		$ -	34.80	$ 424.17
54	8020-108-B	ELY6: Edge Line Left (Yellow)	7.40	STA	$ 12.19	7.40	$ 90.24		$ -	7.40	$ 90.24
55	8020-108-B	SLW2: Stop Line (White)	14.12	STA	$ 12.71	14.12	$ 179.52		$ -	14.12	$ 179.52
56	8020-108-B	SLW6: Solid Lane Line (White)	179.27	STA	$ 12.19	179.27	$ 2,185.25		$ -	179.27	$ 2,185.25
57	8020-108-B	SPY6: Sloped Curb 6" (Yellow)	10.45	STA	$ 15.50	10.45	$ 162.03		$ -	10.45	$ 162.03
58	8020-108-B	STW6: Standard Curb 6" (White)	0.69	STA	$ 15.50	0.69	$ 10.69		$ -	0.69	$ 10.69
							Iowa DOT - Pavement Markings (Painted Lines)			**Sub Total**	$ 5,660.57
		Division 8020 - Pavement Markings (Painted)									
59	8020-108-G	CSLW: Combined Straight and Left Turn Arrow (White)	12.00	EA	$ 39.26	12.00	$ 471.12		$ -	12.00	$ 471.12
60	8020-108-G	CSRW: Combined Straight and Right Turn Arrow (White)	14.00	EA	$ 39.26	14.00	$ 549.64		$ -	14.00	$ 549.64
61	8020-108-G	LTAW: Left Turn Arrow (White)	115.00	EA	$ 39.26	115.00	$ 4,514.90		$ -	115.00	$ 4,514.90
62	8020-108-G	ONLW: Only Word Marking (White)	104.00	EA	$ 41.60	104.00	$ 4,326.40		$ -	104.00	$ 4,326.40
63	8020-108-G	RLRW: Right Lane Reduction Arrow (White)	5.00	EA	$ 39.26	5.00	$ 196.30		$ -	5.00	$ 196.30
64	8020-108-G	RTAW: Right Turn Arrow (White)	95.00	EA	$ 39.26	95.00	$ 3,729.70		$ -	95.00	$ 3,729.70
65	8020-108-G	STAW: Straight Arrow (White)	8.00	EA	$ 39.26	8.00	$ 314.08		$ -	8.00	$ 314.08
66	8020-108-G	YLDW: YIELD Work Marking (White)	14.00	EA	$ 41.60	14.00	$ 582.40		$ -	14.00	$ 582.40
							Iowa DOT - Pavement Markings (Painted Symbols)			**Sub Total**	$ 14,684.54

IOWA DOT - FINAL AMOUNT EARNED: $ 20,345.11

City of Dubuque - Engineering Department
City Council Final Payment Form

PAYMENT NO: **COUNCIL FINAL**

ROJECT NAME: **2025 Pavement Marking Project**
Project Code: 5521000013-301-67990

CONTRACTOR: Ostrom Painting and Sandblasting
ADDRESS: 1110 8th Ave.
CITY, STATE, ZIP: Rock Island, IL 61201

AWARDED CONTRACT AMOUNT: $ 200,347.77
CONTRACT RECONCILIATION: $ 841.62
FINAL CONTRACT AMOUNT: $ 201,189.39 0.4%

FINAL COST ACCEPTANCE
DATE: February 2, 2025

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	CONTRACT QUANTITY	CONTRACT UNIT	CONTRACT UNIT COST	PREVIOUS TO-DATE QUANTITY	PREVIOUS TO-DATE AMOUNT	CURRENT PAY PERIOD QUANTITY	CURRENT PAY PERIOD AMOUNT	FINAL QUANTITY	FINAL AMOUNT
		Division 8020 - Parking City Lots (Painted - Lines and Symbols & Legends)									
67	8020-108-B	SLW4: Solid Lane Line (White)	95.06	STA	$ 12.19	95.06	$ 1,158.78		$ -	95.06	$ 1,158.78
68	8020-108-G	STAW: Straight Arrow (White)	10.00	EA	$ 39.26	10.00	$ 392.60		$ -	10.00	$ 392.60
69	8020-108-G	WCSW: Wheelchair Symbol (White)	9.00	EA	$ 39.26	9.00	$ 353.34		$ -	9.00	$ 353.34
70	8020-108-G	WPSB: Wheelchair Parking Symbol (Blue)	2.00	EA	$ 47.50	2.00	$ 95.00		$ -	2.00	$ 95.00
									Parking City Lots	**Sub Total**	$ 1,999.72

CITY - PARKING LOTS AMOUNT EARNED **$ 1,999.72**

LINE NO.	ITEM NUMBER	DESCRIPTION - CHANGE ORDER / EXTRA WORK ITEMS	CONTRACT QUANTITY	CONTRACT UNIT	CONTRACT UNIT COST	PREVIOUS TO-DATE QUANTITY	PREVIOUS TO-DATE AMOUNT	CURRENT PAY PERIOD QUANTITY	CURRENT PAY PERIOD AMOUNT	FINAL QUANTITY	FINAL AMOUNT
71	8020-108-G	CO#1: Jackson St. - E 24th St Intersection Stop bars - SLW2: Stop Line (White)	4.22	STA	$ 15.00	4.22	$ 63.24		$ -	4.22	$ 63.24
72	8020-108-G	CO#2: Fenelon Pl. Curb painting - STY6: Standard Curb 6" (Yellow)	1.30	STA	$ 15.50	1.30	$ 20.18		$ -	1.30	$ 20.18
73	8020-108-B	CO#3: N Grandview Ave. at Kaufmann Intersection Stop Bars - SLW2: Stop Line (White)	3.90	STA	$ 15.00	3.90	$ 58.50		$ -	3.90	$ 58.50

FINAL CHANGE ORDER AMOUNT EARNED: **$ 141.92**

FINAL TOTAL CONTRACT AMOUNT EARNED: **$ 201,189.39**

City of Dubuque - Engineering Department
City Council Final Payment Form

PAYMENT NO: **COUNCIL FINAL**

ROJECT NAME: **2025 Pavement Marking Project**
Project Code: 5521000013-301-67990

CONTRACTOR:	Ostrom Painting and Sandblasting	AWARDED CONTRACT AMOUNT:	$	200,347.77	
ADDRESS:	1110 8th Ave.	CONTRACT RECONCILIATION:	$	841.62	
CITY, STATE, ZIP:	Rock Island, IL 61201	FINAL CONTRACT AMOUNT:	$	201,189.39	0.4%

FINAL COST ACCEPTANCE
DATE: February 2, 2025

FINAL PROJECT COST SUMMARY

AWARDED CONTRACT AMOUNT:	$200,347.77
BID ITEM(S) OVER / UNDER RECONCILIATION:	$ 699.70
TOTAL CONTRACT CHANGE ORDER(S):	$ 141.92
FINAL CONTRACT AMOUNT / TOTAL DUE CONTRACTOR:	**$201,189.39**
ADMIN / CONSTRUCTION ENGINEERING & INSPECTION:	3,332.52
TOTAL PUBLIC IMPROVEMENT CONSTRUCTION COST:	**$204,521.91**

CERTIFICATE OF THE CITY MANAGER

I hereby certify that the above statement shows in detail the correct amount of all work required to complete the above improvement.

APPROVED: _____

Michael Van Milligen, City Manager
City of Dubuque, Iowa

CERTIFICATE OF THE CITY ENGINEER

I hereby certify that the above statement shows in detail the correct amount of all work required to complete the above improvement.

APPROVED: _____

Gus Psihoyos, City Engineer
City of Dubuque, Iowa

CERTIFICATE OF THE CONTRACTOR

The undersigned, **Ostrom Painting and Sandblasting** contractor for the above public improvement, does hereby accept the above "Total Due Contractor", as full settlement for all costs and claims for said puplic improvement construction project.

CONTRACTOR: **Ostrom Painting and Sandblasting** DATE: 1/22/2026

BY: Robert Walker Digitally signed by Robert Walker Date: 2026.01.22 10:05:18 -06'00'

TITLE: President

Copyrighted
February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Iowa Department of Transportation Bridge Cleaning Project Notification
SUMMARY:	Correspondence from Jesse Tibodeau, District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge cleaning on US-61 over the Peosta Channel.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Correspondence

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

January 20, 2026

Ref: BRFN-061-8(152)--39-31

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 January 21, 2026. This project lies within or near your city. The project is proposed for construction during 2026 and will consist of bridge cleaning on US-61 over the Peosta Channel, in Dubuque.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund, and no charges will be made against the city.

The contract will be administered by the Davenport 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 Adrian Simonson, P.E., Resident Construction Engineer of the Davenport RCE Office by calling 563-391-2750, or by email at Adrian.Simonson@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
Adrian Simonson P.E., Davenport Resident Construction Engineer, Davenport RCE Office
Donald Carlson, Iowa DOT Engineering Tech Senior, Davenport RCE Office
Jessica Shelton, Iowa DOT Engineering Office Assistant, Davenport RCE Office
Russell Weber, P.E., Iowa DOT Area Engineer, District 6 Office

Copyrighted
February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Bee Branch Trail Project - Phase 3 (12th to 9th Street): Approve Grant Funding Agreement
SUMMARY:	City Manager recommending City Council adopt the attached resolution and authorize the Mayor to sign the Iowa Department of Transportation Federal Aid Funding Agreement for Transportation Alternative Program for the Bee Branch Trail Project - Phase 3 (12th to 9th Street). **RESOLUTION** Approving The Iowa Department Of Transportation Federal Aid Funding Agreement For A Transportation Alternatives Program (TAP) Project For The Bee Branch Trail Project - Phase 3 (12th To 9th Street)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Bee Branch Trail Project - Phase 3 (12th to 9th Street) Approve Grant Funding Agreement
2. Bee Branch Trail Project Phase 3 (711) Funding Agreement Staff Council MEMO
3. Resolution
4. Bee Branch Trail Project Phase 3 (711) - Location Exhibit
5. Bee Branch Trail Project Phase 3 - Tap Funding Agreement 26-TAP-117

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bee Branch Trail Project - Phase 3 (12th to 9th Street)
Approve Grant Funding Agreement
Iowa DOT Agreement No. 26-TAP-117
Iowa DOT Project Number TAP-U-2100--(711)-8I-31

DATE: January 26, 2026

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution and authorize the Mayor to sign the Iowa Department of Transportation Federal Aid Funding Agreement for Transportation Alternative Program for the Bee Branch Trail Project - Phase 3 (12th to 9th Street).

The Bee Branch Trail Project - Phase 3 completes a key connection between the downtown/Millwork District and the Bee Branch trail system, extending from 12th Street near the solar fields adjacent to the US 61/151 northbound on-ramp to 9th Street. The primary trail alignment follows Pine Street, where existing sidewalk facilities are upgraded to function as a shared-use trail accommodating both bicyclists and pedestrians. Additional on-street improvements along 11th Street and 9th Street include striped bicycle lanes, creating a continuous and clearly defined route between downtown, nearby neighborhoods, and the Bee Branch.

The project also includes enhanced trail and bicycle crossing locations, including street crossings and a railroad crossing, at Pine Street and 11th Street, Pine Street and 9th Street, and Elm Street and 11th Street. These connection points incorporate pavement markings, curb ramps, and signing to improve visibility and accessibility for pedestrians and bicyclists as they transition between the shared-use trail, on-street bicycle facilities, and adjacent sidewalks.

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
Justine Hull, Civil Engineer - Traffic
Robert Schiesl, Assistant City Engineer
Jason Duba, Assistant Planner
Nathan Steffen, Civil Engineer III
Jenny Larson, Chief Financial Officer
Chandra Ravada, ECIA

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: Bee Branch Trail Project - Phase 3 (12th to 9th Street)
Approve Grant Funding Agreement
Iowa DOT Agreement No. 26-TAP-117
Iowa DOT Project Number TAP-U-2100--(711)-8I-31

DATE: January 22, 2026

INTRODUCTION

The enclosed resolution authorizes the Mayor to execute the Iowa Department of Transportation (Iowa DOT) Federal Aid Funding Agreement for Transportation Alternative Program (TAP) for the Bee Branch Trail Project - Phase 3 (12th to 9th Street). The improvements are fully funded from the transportation grant funding and city general fund savings from revised FY26 budget recommendation.

BACKGROUND

In November 2023, City staff submitted a grant application agreement with the Dubuque Metropolitan Area Transportation Study (DMATS) for Transportation Alternatives Program (TAP) grant funds for the Bee Branch Trail Project - Phase 3 as the connection from the downtown/Millwork area to the Bee Branch Creek Trail along Pine St. from 9th St.to 12th St.

The Iowa Department of Transportation (Iowa DOT) administers DMATS Transportation Enhancement Program grant funds as part of the federal pass-through funding in the Iowa DOT Transportation Alternatives Program. TAP grants provide 80% of project costs. Cities must provide written assurance of the required 20% of local match and maintenance of the completed project for a minimum of 20 years.

DISCUSSION

The Bee Branch Trail Project - Phase 3 completes a key connection between the downtown/Millwork District and the Bee Branch trail system, extending from 12th Street near the solar fields adjacent to the US 61/151 northbound on-ramp to 9th Street. The primary trail alignment follows Pine Street, where existing sidewalk facilities are upgraded to function as a shared-use trail accommodating both bicyclists and pedestrians. Additional on-street improvements along 11th Street and 9th Street include striped bicycle lanes, creating a continuous and clearly defined route between downtown, nearby neighborhoods, and the Bee Branch.

The project also includes enhanced trail and bicycle crossing locations, including street crossings and a railroad crossing, at Pine Street and 11th Street, Pine Street and 9th

Street, and Elm Street and 11th Street. These connection points incorporate pavement markings, curb ramps, and signing to improve visibility and accessibility for pedestrians and bicyclists as they transition between the shared-use trail, on-street bicycle facilities, and adjacent sidewalks.

Overall, the Bee Branch Trail Project - Phase 3 closes a critical gap in the multimodal network by strengthening access between downtown destinations and the Bee Branch, while remaining within the existing corridor and without adding vehicle capacity or altering major roadway function. Limited geometric adjustments at Pine Street and 9th Street support bicycle transitions between on-street facilities and the trail and are designed to remain compatible with a future extension of Pine Street to the Port of Dubuque.

BUDGET IMPACT

The estimate of probable cost for the Bee Branch Trail Project - Phase 3 is summarized in the following table:

Description	Cost Estimate
Construction	$ 232,303.00
Contingency	35,933.00
Subtotal	**$ 268,236.00**
Engineering Design and Administration	40,186.00
Total Construction Cost Estimate	**$ 308,422.00**

The proposed project funding is summarized as follows:

Project Code	Description	Funding Amount
5544000006	DMATS TAP Grant (80%)	$ 214,589.00
	City Funds - Local Match (20%)	53,647.00
	Construction Subtotal	**$ 268,236.00**
	City Funds - Engineering Services	40,186.00
	Total Construction Cost Estimate	**$ 308,422.00**

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the attached resolution and authorize the Mayor to sign the Iowa Department of Transportation for Transportation Alternative Program funding agreement (Agreement No. 26-TAP-117) for the Bee Branch Trail Project - Phase 3 (12th to 9th Street).

Prepared By; Justine Hull, Civil Engineer - Traffic
cc: Robert Schiesl, Assistant City Engineer
Jason Duba, Assistant Planner
Nathan Steffan, Civil Engineer III
Jenny Larson, Chief Financial Officer
Chandra Ravada, ECIA
Susan Hollenkamp, Iowa DOT

Prepared by Justine Hull, Civil Engineer – Traffic, 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.

RESOLUTION APPROVING THE IOWA DEPARTMENT OF TRANSPORTATION FEDERAL AID FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT FOR THE BEE BRANCH TRAIL PROJECT - PHASE 3 (12TH TO 9TH STREET)

WHEREAS, the City of Dubuque is proceeding with the Bee Branch Trail Project - Phase 3 (12th to 9th Street); and

WHEREAS, the trail will be located from the 12th Street / Solar Field entrance along the US 51/161 northbound on-ramp and Pine Street, and along 11th Street and 9th Street from Pine Street to Elm Street; and

WHEREAS, the Bee Branch Trail Project - Phase 3 completes a key connection between the downtown/Millwork District and the Bee Branch trail system, extending from 12th Street near the solar fields adjacent to the US 61/151 northbound on-ramp to 9th Street. The primary trail alignment follows Pine Street, where existing sidewalk facilities are upgraded to function as a shared-use trail accommodating both bicyclists and pedestrians. Additional on-street improvements along 11th Street and 9th Street include striped bicycle lanes, creating a continuous and clearly defined route between downtown, nearby neighborhoods, and the Bee Branch ; and

WHEREAS, the Iowa Department of Transportation (Iowa DOT) has authorized the use of federal funds for eligible costs for the Bee Branch Trail Project - Phase 3.

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

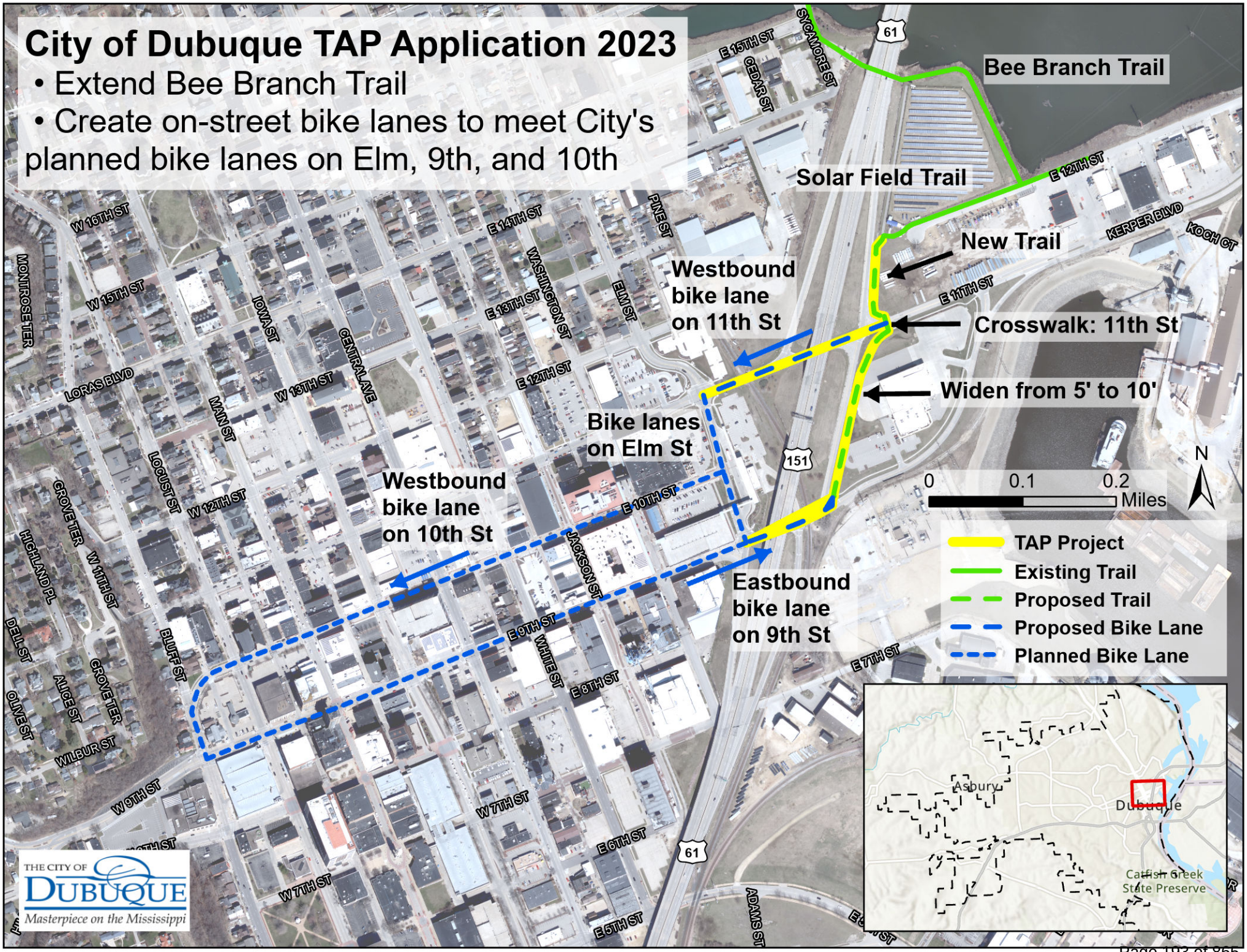
SECTION 1. That the Mayor is hereby authorized and directed to execute the Iowa DOT Transportation Federal-Aid Funding Agreement for an Iowa's Transportation Alternatives Program (TAP) Project Agreement (26-TAP-117) between the City of Dubuque and the Iowa Department of Transportation be hereby approved for the Bee Branch Trail Project - Phase 3 (12th to 9th Street).

Passed, approved, and adopted this this 2nd day of February 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk


City of Dubuque TAP Application 2023
• Extend Bee Branch Trail
• Create on-street bike lanes to meet City's planned bike lanes on Elm, 9th, and 10th
Bee Branch Trail
Solar Field Trail
New Trail
Crosswalk: 11th St
Widen from 5' to 10'
Westbound bike lane on 11th St
Bike lanes on Elm St
Westbound bike lane on 10th St
Eastbound bike lane on 9th St
E 15TH ST
SYCAMORE ST
CEDAR ST
61
E 12TH ST
KERPER BLVD
KOCH CT
E 11TH ST
W 16TH ST
W 15TH ST
MONTROSE TER
LORAS BLVD
IOWA ST
MAIN ST
CENTRAL AVE
W 13TH ST
E 14TH ST
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WASHINGTON ST
PINE ST
ELM ST
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LOCUST ST
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GROVE TER
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HIGHLAND PL
JACKSON ST
DELL ST
BLUFF ST
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WHITE ST
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OLIVE ST
ALICE ST
GROVE TER
WILBUR ST
W 9TH ST
W 7TH ST
E 6TH ST
W 7TH ST
E 5TH ST
ADAMS ST
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0.1
0.2
Miles
N
TAP Project
Existing Trail
Proposed Trail
Proposed Bike Lane
Planned Bike Lane
Asbury
Dubuque
Catfish Creek State Preserve
THE CITY OF DUBUQUE
Masterpiece on the Mississippi

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Transportation Alternatives Program (TAP) Project

Subrecipient: **City of Dubuque**
Subrecipient Unique Entity Identifier: **TLJMHPVMMUD3**
Project Number(s): **TAP-U-2100(711) --8I-31**
Iowa DOT Agreement Number: **26-TAP-117**

The Subrecipient has received federal funding through the Transportation Alternatives Program (TAP), which is funded by the Transportation Alternatives Set-aside of the Surface Transportation Block Grant Program (TA Set-aside), as codified in Section 133(h) of Title 23, United States Code (U.S.C.), which are hereinafter referred to as TA Set-aside funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.

All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Susan Hollenkamp, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1810. The Subrecipient's contact person shall be Justine Hall, 50 W 13th Street, Dubuque, IA 52001, 563-589-4200.

2. The Subrecipient shall be responsible for the development and completion of the following described project:

   In the city of Dubuque, Bee Branch Trail Phase II

3. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the TAP program from TA Set-aside funds. The portion of the project costs reimbursed with TA Set-aside funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (**$214,589**) in the DMATS current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.

4. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.

5. The Subrecipient must have let the contract or have construction started within two years of October 1, 2026. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.

6. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

7. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.

8. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

9. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.

10. The Subrecipient shall maintain or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.

11. This agreement is not assignable without the prior written consent of the Department.

12. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

13. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

14. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

15. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Dubuque

By: _____ Date_____, _____

Title: _____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed

and adopted by the city, on the ____ day of_____, _____.

Signed: _____

City Clerk of Dubuque, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date_____, _____
Deb Arp
Grant Team Leader
Local Systems Bureau

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://iowadot.gov/local_systems/im/lpa-ims. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.

c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by 2 CFR 200.501 "Audit Requirements," a non-federal entity expending $750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal

Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.

   ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.

   iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.

b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.

c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.

d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.

5. Environmental Requirements and other Agreements or Permits.

a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed $100,000, the Subrecipient shall comply with the requirements of Section

114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department’s Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Subrecipient shall be responsible for the following:

   i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

   ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.

   iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.

c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.

d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Department has concurred in the contract award.

8. Construction.

a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the

Department's Materials I.M.s applicable to the letting. Available on-line at: https://www.iowadot.gov/erl/index.html.

d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total

funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.

b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.

d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Subrecipient of the record retention date.

e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

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City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Stormwater Management Program Consulting Engineering Services Contract Award Recommendation
SUMMARY:	City Manager recommending City Council approval to enter into a contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the Stormwater Management Program.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Stormwater Management Program Consulting Engineering Services Contract Award Recommendation
2. Stormwater RFQ Award Memo

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Stormwater Management Program
Consulting Engineering Services
Contract Award Recommendation

DATE: January 26, 2026

Assistant Public Works Director-Project Manager Maxwell O'Brien is recommending City Council approval to enter into a contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the Stormwater Management Program.

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

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Arielle Swift, Public Works Director
Maxwell O'Brien, Assistant Public Works Director - Project Manager
Alex Stein, Civil Engineer
Jenny Larson, Chief Financial Officer
Nate Kieffer, Civil Engineer & Land Surveyor
Travis Schrobilgen, Assistant Planner
Jason Mouring, Environmental Coordinator
Laura Bendorf, Budget Manager
Gus Psihoyos, City Engineer

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TO: Michael C. Van Milligen, City Manager

FROM: Maxwell O'Brien, Assistant Public Works Director – Project Manager

DATE: January 22, 2026

SUBJECT: Stormwater Management Program
Consulting Engineering Services
Contract Award Recommendation

INTRODUCTION

The purpose of this memo is to seek authorization to negotiate and enter into a contract with Rummel, Klepper & Kahl, LLP (RK&K) to provide engineering services for the Stormwater Management Program.

BACKGROUND

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

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

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

these studies, the selected Consultant shall consider the full range of stormwater system components, including storm sewers, swales, detention basins, green infrastructure, and other conveyance and treatment facilities. The Program will document current and emerging challenges, recommend short-, mid-, and long-term solutions, and provide planning-level budgets for all recommendations.

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

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

On November 3, 2025, City Council authorized the release of a Request for Qualifications (RFQ) for engineering services to support the Stormwater Management Program, which was advertised on November 5, 2025. Qualification submittals were due from applicants on December 19, 2025.

DISCUSSION

The City received eight (8) RFQ responses by the December 19, 2025 deadline. The respondents to the RFQ consisted of: Fehr Graham (Freeport, IL), Rummel, Klepper & Kahl, LLP (Baltimore, MD), Inversa Systems (Griffin, GA), Aqualis (Morrisville, NC), HR Green, Inc. (Cedar Rapids, IA), MSA Professional Services (Baraboo, WI), HDR Engineering, Inc. (Omaha, NE), Crawford, Murphy & Tilly (Springfield, IL).

The RFQ was prepared with the input of various city staff members. The following staff members reviewed the qualifications of those firms that submitted qualifications:

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

HDR Engineering Inc., HR Green, Inc., and Rummel, Klepper & Kahl, LLP (RK&K) were identified as the highest scoring firms. Shortlist interviews were held with these firms between the dates of January 16, 2026 and January 21, 2026. Upon further review and discussion after the interviews were completed, the consensus of the Committee was that RK&K demonstrated:

- Demonstrated expertise and experience in stormwater and municipal projects, especially in Iowa.
- Clear, complete submittal showing strong understanding of City program objectives.
- Strong design approach with creativity, problem-solving, and clear project

engagement.
- Defined timelines for completing each scope component once initiated.
- Proven stakeholder engagement success and broad team expertise across the RFQ scope.

RECOMMENDATION

The qualifications review committee recommends that the City enter into a contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the Stormwater Management Program.

BUDGET IMPACT

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

ACTION TO BE TAKEN

I respectfully request authorization to negotiate and execute a contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the City's Stormwater Management Program.

Prepared by Alex Stein, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Maxwell O'Brien, Assistant Public Works Director – Project Manager
Nate Kieffer, Civil Engineer & Land Surveyor
Travis Schrobilgen, Assistant Planner
Jason Mouring, Environmental Coordinator
Laura Bendorf, Budget Manager
Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director

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City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, Property at 1000 June Drive in Dubuque
SUMMARY:	City Manager recommending City Council accept the Permanent Grant of Easement for street pavement and storm sewer utility from Daniel and JoAnn Giese for a recently constructed street pavement and sewer extension improvements across part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, common address 1000 June Drive. **RESOLUTION** Accepting A Grant Of Permanent Street Pavement And Storm Sewer Utility Easement Through, Under And Across Lot 1 Of Lot 1 Of The SE 1/4 Of The SE 1/4 Of Section 34, T89N, R2E, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across property at 1000 June Drive in Dubuque
2. 1 memo accept grant storm ease giese june dr
3. 2 res accept storm ease giese june dr
4. 3 giese street and storm ease signed
5. 4 giese june dr storm ease loc map

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, Property at 1000 June Drive in Dubuque

DATE: January 28, 2026

City Engineer Gus Psihoyos is recommending City Council accept the Permanent Grant of Easement for street pavement and storm sewer utility from Daniel and JoAnn Giese for a recently constructed street pavement and sewer extension improvements across part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, common address 1000 June Drive.

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

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, Property at 1000 June Drive in Dubuque

DATE: January 28, 2026

INTRODUCTION

The purpose of this memorandum is to seek acceptance of a grant of easement for street pavement and storm sewer utility from Daniel and JoAnn Giese for a recently constructed street pavement and sewer extension improvements across part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, common address 1000 June Drive.

DISCUSSION

Recently the Giese's purchased the property at 1000 June Drive and had plans to construct a single-family residence on the property. At the time, the westerly terminus of the June Drive pavement was a dead end with no curb and gutter across the west pavement edge. In order to accommodate the street connection for the proposed driveway serving the property, the city recently installed public street pavement, curb and gutter, storm inlets, and a storm sewer extension. Due to the existing site conditions and drainageways, part of the public street and storm sewer improvements were constructed on the Giese private property. The pavement and storm sewer extension project were coordinated with the property owners.

The City of Dubuque will own and maintain the newly constructed street pavement and storm sewer extension improvements over the private property. A grant of easement from the property owner is being sought to allow for the future maintenance of the street and utility improvements. The attached Grant of Easement shows the location of the pavement and storm sewer easement across the Giese property. The property owners have executed the grant of easement.

RECOMMENDATION

I recommend accepting the Permanent Grant of Easement for Street Pavement and Storm Sewer Utility through, under and across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, as shown on Exhibit A on the attached Grant of Easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the Permanent Grant of Easement for Street Pavement and Storm Sewer Utility from Daniel and JoAnn Giese through the adoption of the enclosed resolution.

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 GRANT OF PERMANENT STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT THROUGH, UNDER AND ACROSS LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N, R2E, IN THE CITY OF DUBUQUE, IOWA

Whereas, DANIEL J. GIESE AND JOANN M. GIESE TRUST, DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES has executed a Grant of Easement for Permanent Street Pavement and Storm Sewer Utility through, under and across LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N, R2E, IN THE CITY OF DUBUQUE, IOWA.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Permanent Street Pavement and Storm Sewer Utility through, under and across LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N, R2E, IN THE CITY OF DUBUQUE, IOWA from DANIEL J. GIESE AND JOANN M. GIESE TRUST, DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 16th of February 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 STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT

For and in consideration of One and 00/100's Dollars ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DANIEL J. GIESE AND JOANN M. GIESE TRUST, DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES, ("Grantor"), of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

> Part of LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N R2 E, IN THE CITY OF DUBUQUE, IOWA, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement, as shown on the attached Exhibit A, is for the purpose of constructing and maintaining the street pavement of June Drive and a storm sewer utility and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements within the area specified or identified on Exhibit A. 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.

It is understood and agreed that the Grantee herein shall restore the disturbed area to like conditions due to the construction, maintenance or repair of said street and storm sewer and appurtenances. Grantee shall provide Grantor with a minimum of seven days' notice prior to accessing the easement area.

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 street and storm sewer utility improvements thereon or therein.

Dated at Dubuque, Iowa this 27 day of January, 2026

DANIEL J. GIESE AND JOANN M. GIESE TRUST, DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES

By: _____

Joann M. Giese, Trustee

By: _____

Daniel J. Giese, Trustee

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 28th day of January, A.D., 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Joann M. Giese and Daniel J. Giese 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.

_____
Notary Public In and For Said State

NOTARIAL SEAL IOWA
DIANE I DINAN
Commission Number 766333
My Commission Expires
1-19-2029

DRAFT

Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Ph:563-589-4270

CITY OF DUBUQUE

EXHIBIT A - PERMANENT STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT

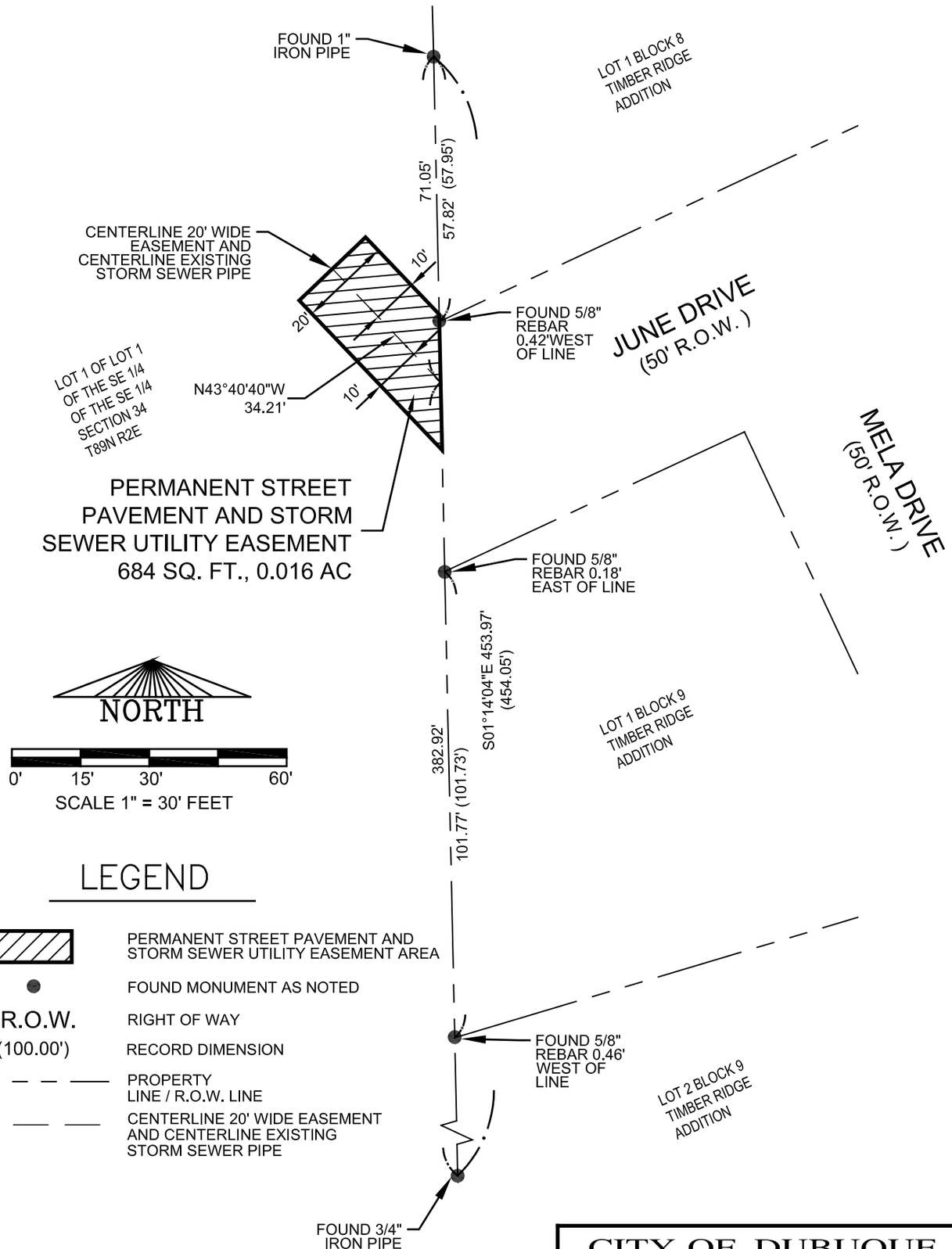
COUNTY DUBUQUE PARCEL NO. 1034478001 JOB NO. _____

PROJECT _____ SECTION 34 TWP 89N RANGE 2E

ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW

LEGAL DESCRIPTION LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N R2E

OWNER DANIEL J. GIESE AND JOANN M. GIESE TRUST, DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES



LEGEND

- PERMANENT STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT AREA
- FOUND MONUMENT AS NOTED
- R.O.W. — RIGHT OF WAY
- (100.00') — RECORD DIMENSION
- PROPERTY LINE / R.O.W. LINE
- CENTERLINE 20' WIDE EASEMENT AND CENTERLINE EXISTING STORM SEWER PIPE

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: DANIEL J. GIESE AND JOANN M. GIESE TRUST DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
5. DATE OF SURVEY: 01-12-2026

CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13th STREET
DUBUQUE, IA 52001-4864
PHONE (563) 589-4270 FAX (563) 589-4205

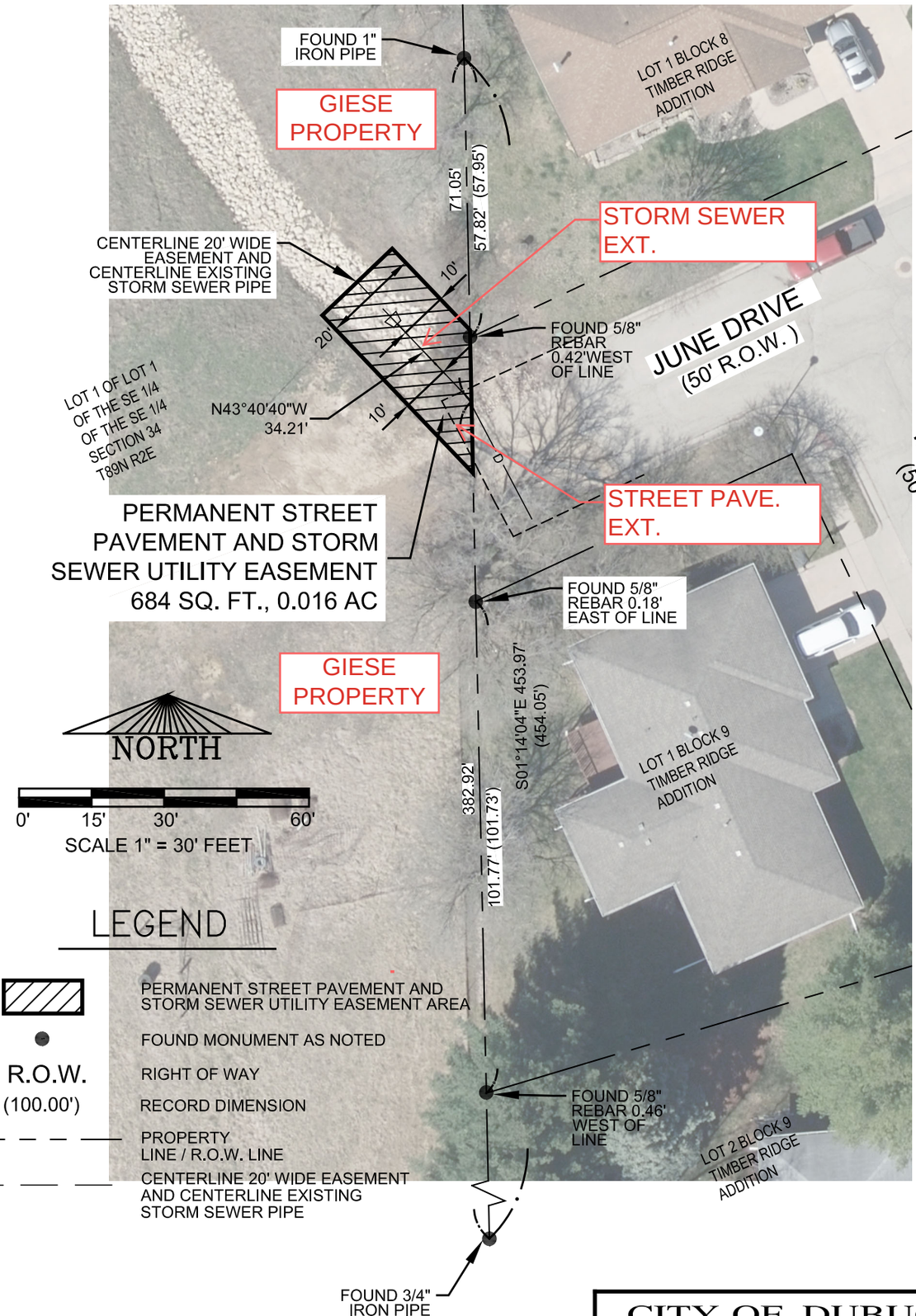
Drawn By:	JJB	Approved By:	RNK	Date:	01-21-26

LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N R2E, IN THE CITY OF DUBUQUE, IOWA

F:\PROJECTS\Storm\June Drive\Easement\June Drive Easement.dwg

Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Ph:563-589-4270

LOCATION MAP - PERMANENT STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT



LEGEND

- PERMANENT STREET PAVEMENT AND STORM SEWER UTILITY EASEMENT AREA
- FOUND MONUMENT AS NOTED
- R.O.W. — RIGHT OF WAY
- (100.00') — RECORD DIMENSION
- PROPERTY LINE / R.O.W. LINE
- CENTERLINE 20' WIDE EASEMENT AND CENTERLINE EXISTING STORM SEWER PIPE

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: DANIEL J. GIESE AND JOANN M. GIESE TRUST DANIEL J. GIESE AND JOANN M. GIESE, TRUSTEES
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
5. DATE OF SURVEY: 01-12-2026

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:	01-21-26

LOT 1 OF LOT 1 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 34, T89N R2E, IN THE CITY OF DUBUQUE, IOWA

F:\PROJECTS\Storm\June Drive\Easement\June Drive Easement.dwg

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February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE: Signed Contracts

SUMMARY: Advantage Sheet Metal for Service HVAC Systems – FY26; Fabric Structures International, Inc. for Park Division Greenhouse Polycarbonate Replacement Project; Handyman Steve for FY26 Handyman Service Contract; Hawkins, Inc for the City of Dubuque Water Sodium Hypochlorite FY26-FY27 Bid; ImOn Communications, LLC for Additional Business Listings; Jeremy & Andrea Biedermann for the sale of City owned property behind Cedar Crest Court; Milestone Systems for License to Data Agreement; Molo Plumbing & Heating for Molo Plumbing and Heating Service Contract – FY26; Molo Plumbing & Heating for Parks and Recreation Inspect Repair and/or Parts; Racom Corporation for the Portable Radio/Battery Maintenance for Transportation Services; Terracon Consultants for the National Emissions Standards for Hazardous Air Pollutants (NESHAP) Subpart ZZZZ compliance report for the diesel generator located at the Eagle Point Water facility.

SUGGUESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Molo Plumbing & Heating
2. Purchase Agreement with Jeremy & Andrea Biedermann
3. FY26 Handyman Service Contract
4. Greenhouse Panel Replacement Contract
5. Milestone Systems
6. Racom Corporation
7. Eagle Point Water Plant Sodium Hypochlorite Bid Award
8. Terracon Consultants
9. FY26 HVAC Services for City Facilities Advantage Sheet Metal
10. FY26 Molo Plumbing and Heating Service Agreement
11. ImOn Communications

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City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563.556.3057 ext 6048

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 MOLO PLUMBING & HEATING
(Vendor Name)
123 SOUTHERN AVE, DUBUQUE, IA 52003
(Vendor Address - City and State)

PROJECT TITLE: INSPECT, REPAIR AND/OR PARTS
(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 CONSULTATIONS, REPAIR, AND PARTS

The work described above shall be completed at the following location(s):
Various city properties managed by the Parks & Recreation Department

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☑ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before June 30, 2026 (date)

7. Indemnification; Liability for City Damage

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 1000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/15/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Mdo Plumbing + Heating
Company Name

By: [signature] 1-15-26
Signature — Date

Blake R. Mdo
Printed Name

Second Vice President
Title

AGREEMENT
BY AND BETWEEN
JEREMY L. AND ANDREA E. BIEDERMANN
AND
THE CITY OF DUBUQUE, IOWA

This Agreement, dated for reference purposes the 8 day of January, 2026, is made and executed by and between the City of Dubuque, Iowa, (City), a municipal corporation, and Jeremy L. and Andrea E. Biedermann (BIEDERMANN).

WHEREAS, BIEDERMANN is the owner of property located on Duggan Drive and legally described as LOT 2A BLOCK 3 OF KNOB HILL GROVE (the BIEDERMANN Property); and

WHEREAS, City is the owner of the property legally described as LOT L CEDAR RIDGE FARM PLACE NO. 15 (the City Property); and

WHEREAS, adjacent property owners JJRI, BNZ Properties, LLC, and BIEDERMANN are requesting the sale of a portion of the City Property as generally shown on the attached Exhibit A; and

WHEREAS, the sale will require the subdivision of the City Property; and

WHEREAS, the City Property is adjacent to real estate owned by BIEDERMANN on Duggan Drive; and

WHEREAS, BIEDERMANN and City desire to enter into an agreement with respect to the proposed sale of a portion of City Property, which is approximately 1.66 acres in size, as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES.

1.1 Subject to all of the conditions set forth herein, City will sell approximately 1.66 acres of the City Property, as generally shown in Exhibit A, to BIEDERMANN for $1.00.

1.2 City will procure three (3) quotes from local land surveying firms and will select the lowest responsible quote for the surveying services (Selected Surveyor) required to subdivide the City Property into the four lots, as generally shown on Exhibit A reserving easements as necessary.

1.3 The City will instruct the Selected Surveyor to ensure that the extension of the lot line running from the southwest to the northeast, between the property to be titled in JJRI

and the property to be titled in BNZ Properties, LLC, is straight and true with no angular deviation.

1.4 The initial four-way lot split as shown in Exhibit A is considered a Minor Subdivision and each lot will be labeled as non-buildable due to the fact that the lots do not have street frontage. The Minor Subdivision Plat/waiver request will require review and approval by:

a. the Zoning Advisory Commission (one meeting)
b. the City Council (one meeting).

1.5 The other private property owners shown on Exhibit A have asked to purchase the other lots shown on Exhibit A. After the Minor Subdivision surveying is complete and the plat is recorded with necessary easements, City staff will work with the other private property owners and/or their representatives to prepare quit claim deeds for the other lots. A public hearing to dispose of the City's interest in the lot is required.

1.6 Upon receipt of the Minor Subdivision plat for the lots proposed to be sold, the requests for sale to the BIEDERMANN and the other private property owners will be taken to the City Council to be set for a public hearing and formal approval of the sale of the City lots.

1.7 After the public hearing and approval of the sale of the lots by the City Council and receipt of the publication and filing fees, the City will execute quit claims deeds to BIEDERMANN and the other private property owners and will record the deeds.

SECTION 2. BIEDERMANN RESPONSIBILITIES.

2.1 BIEDERMANN will be responsible for one-third of the total cost of the surveying services required to subdivide the City lot into the four (4) lots as generally shown on Exhibit A. Pursuant to Section 1.2, each of the three (3) private property owners shown on Exhibit A must sign a contract with the selected surveying firm and pay their portion of the surveying costs directly to the firm. The Minor Subdivision plat will include the easement reservations referred to in Section 1.2.

2.2 BIEDERMANN will purchase approximately 1.66 acres of the City Property, as generally shown in Exhibit A, from the City for One Dollar ($1.00).

2.3 BIEDERMANN will also be responsible for one-third of the total cost for City staff to process this Agreement and all filing, publication, and recording fees associated with the request.

2.4 BIEDERMANN will also be responsible for the costs of surveying to consolidate its existing lot with the purchased lot if and when future development or redevelopment activities on the purchased lot are planned. The lot consolidation surveying is required to remove the non-buildable status put in place by the Minor Subdivision described above.

2.5 BIEDERMANN is responsible for addressing all Army Corps of Engineers and Iowa Department of Natural Resources floodplain compliance issues to the satisfaction of the City. All compliance issues must be resolved by April 30, 2026 unless another date is agreed upon by the parties, in writing.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

(1) If to BIEDERMAN:
Jeremy L. and Andrea E. Biedermann
830 Fremont Ave.
Dubuque, IA 52003

(2) If to City:
City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT.

4.1 If, through any cause, BIEDERMANN fails to fulfill in a timely and proper manner its obligations under this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to BIEDERMANN of such termination and specifying the effective date thereof which shall be not less than thirty (30) days before the effective date of such termination. If BIEDERMANN fails to cure its default to the satisfaction of City in City's sole discretion within such thirty-day period, this Agreement shall be deemed terminated at the end of such thirty-day period without further action of either party and City shall have the right to re-enter and take possession of City Property and to terminate and revest in City pursuant to the provisions of this Section subject only to any rights in any holder of mortgages on the Property.

4.2 In the event of default by BIEDERMANN, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of the City which written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the Iowa District Court for Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

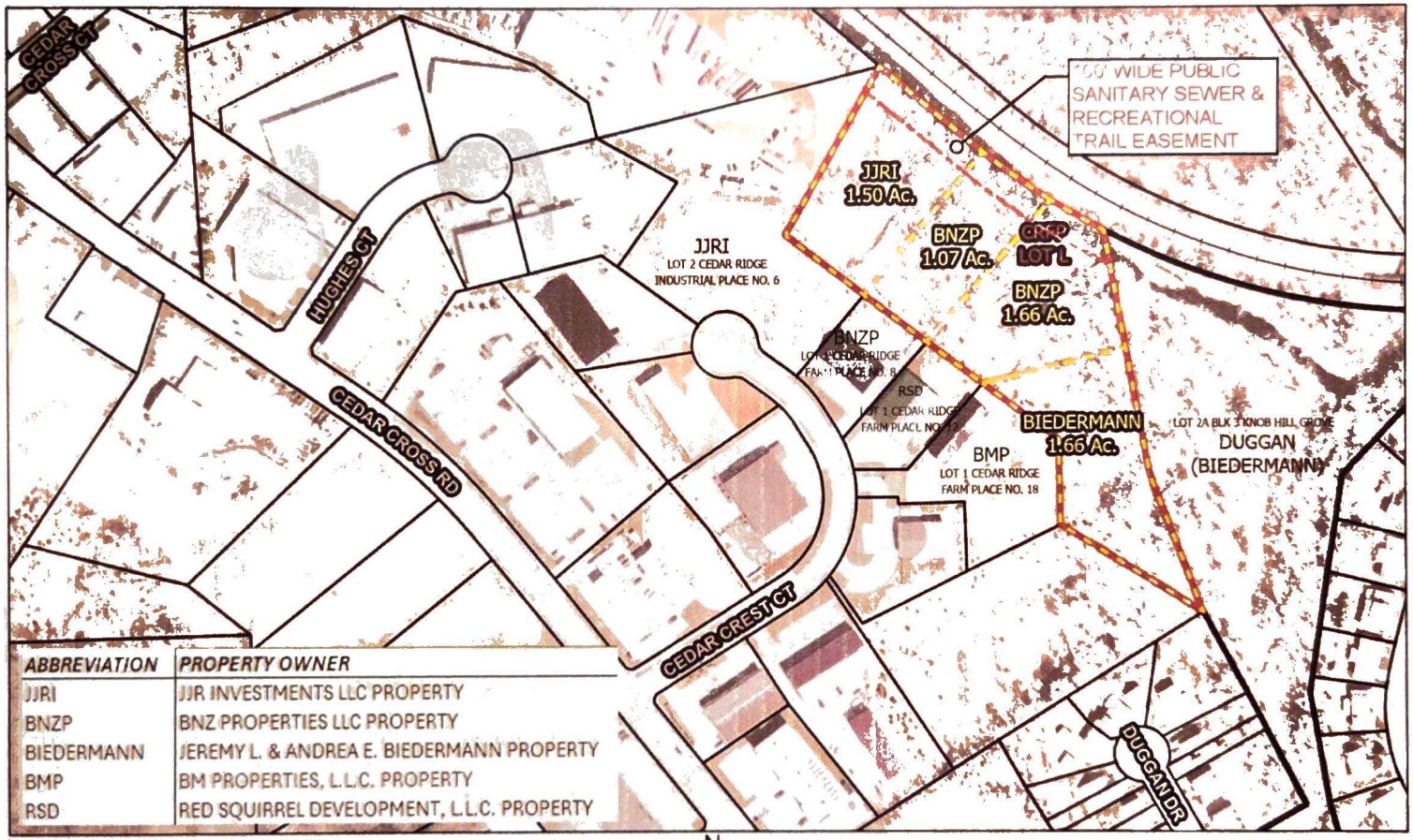
By: _____
Michael C. Van Milligen
City Manager

JEREMY & ANDREA BIEDERMANN

By: _____
Jeremy L. Biedermann

By: _____
Andrea E. Biedermann

EXHIBIT A



ABBREVIATION	PROPERTY OWNER
JJRI	JJR INVESTMENTS LLC PROPERTY
BNZP	BNZ PROPERTIES LLC PROPERTY
BIEDERMANN	JEREMY L. & ANDREA E. BIEDERMANN PROPERTY
BMP	BM PROPERTIES, L.L.C. PROPERTY
RSD	RED SQUIRREL DEVELOPMENT, L.L.C. PROPERTY

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

11" x 8.5" Sheet
1 inch equals 250 feet

0 125 250
Feet

N
W E
S

NOTE: ACREAGES ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON BOUNDARY SURVEY

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

06132024rnk

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 Handyman Steve (Vendor) at
(Vendor Name)
Dubuque, IA
(Vendor Address - City and State)

PROJECT TITLE: FY26 Handyman 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 maintenance tasks (on demand) to city owned facilities including but not limited to:

Minor electrical repairs

Minor plumbing repairs

Drywall and painting

Basic Carpentry

Basic hardware maintenance

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 01/22/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Handyman Steve
Company Name

By: Kimberly Cotton 1-2-26
Signature — Date

Kimberly Cotton
Printed Name

owner
Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2026

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: Jennifer Steffen
Jennifer Steffen 2300 JOHN F KENNEDY RD DUBUQUE IA 52002	PHONE (A/C, No, Ext): (563) 556-0525 / FAX (A/C, No): E-MAIL ADDRESS: jsteffen@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Handyman Steve LLC
190 Bradley St
Dubuque IA 52003

COVERAGES | CERTIFICATE NUMBER: 00000325250991 | 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	N	CP00188202	01/03/2026	01/03/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [ ] OCCUR [X]						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY(Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Handyman

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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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2026

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: Jennifer Steffen
Jennifer Steffen 2300 JOHN F KENNEDY RD DUBUQUE IA 52002	PHONE (A/C, No, Ext): (563) 556-0525 FAX (A/C, No): E-MAIL ADDRESS: jsteffen@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Handyman Steve LLC, 190 Bradley St, Dubuque IA 52003

COVERAGES **CERTIFICATE NUMBER:** 16082266334403 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			CU00016304	01/16/2026	01/16/2027	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? ☐ (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	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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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The ACORD name and logo are registered marks of ACORD

IOWA | Department of Inspections, Appeals, & Licensing

Nonelection of Workers' Compensation or Employers' Liability Coverage

The Workers' Compensation Division no longer accepts the paper version of Form 14-0175, 'Nonelection of Workers' Compensation or Employers' Liability Coverage.'

Please use this form to make a nonelection of coverage as required by Iowa Code section 87.22, when the employer has not been issued a workers' compensation or employers' liability policy.

The proprietor, limited liability company member, limited liability partner, or partner and authorized representative of the employer must agree to the terms in the form in front of two disinterested witnesses. After the form is submitted, you will receive a verification email at the address(es) provided in the form. The information in this form is considered public information. **You can find more information on our website about nonelection of coverage.**.

Employer Information

Employer Name *

Handyman steve llc

Entity Type *

Limited Liability Company

Employer Address *

190 Bradley st Dubuque Iowa 52003

Attestation by Individual

◉ I acknowledge that I am a proprietor, limited liability company member, limited liability partner, or partner and that I am not required to be covered by the workers' compensation law of this state pursuant to section 85.1A. I understand that by signing this statement I am not electing the coverage of chapters 85, 85A, and 85B of the Code of Iowa relating to workers' compensation.

I understand that my nonelection of the coverage of chapters 85, 85A, and 85B is not a waiver of any rights or remedies available to me or to others on my behalf in a civil action related to personal injuries sustained by me arising out of and in the course of my employment with the employer.

I also understand that by agreeing to these statements I am not electing employers' liability coverage for bodily injuries or death sustained by me arising out of and in the course of my employment with the employer.

○ I choose to terminate my previous non-election of coverage. I understand that by filing this termination, I will terminate the nonelection of coverage. I understand that filing this termination, my status will be the same as if the nonelection of coverage had not been made.

I also understand that this termination will not be effective as to any injury sustained or disease incurred less than one week after it is filed.

Individual Information

Date *

1/14/2026 1:32 PM

Full Name of Individual *

kimberly cotton

Email *

kkcotton60@gmail.com

City of Residence *

Dubuque

County of Residence *

Dubuque

State of Residence *

Iowa

Full Name of Witness 1 *

steven cotton

Full Name of Witness 2 *

Kenneth cotton

Attestation

By checking the box below, I hereby swear or affirm that:

1. The information I have provided is true and correct to the best of my knowledge.
2. I am a proprietor, limited liability company member, limited liability partner, or partner of the employer;
3. I am one of not more than four corporate officers rejecting coverage;
4. I am signing this form in front of the two witnesses I have identified; and
5. Both of the witnesses are disinterested individuals who are not, formally or informally, affiliated with the employer.
6. I understand that this form is a public record open to public inspection under Iowa Code chapter 22 and section 87.22.

◉ I agree

3. If applicable, I am authorized to terminate the rejection of workers' compensation or employers' liability coverage on behalf of the corporation.
4. I am filing this form in front of the two witnesses I have identified.
5. Both of the witnesses are disinterested individuals who are not affiliated with the employer.
6. I understand that this form is a public record open to public inspection under Iowa Code chapter 22 and section 87.22.

I agree

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: Parks and Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4260

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

CLEARSPAN Fabric Structures International, Inc. (Contractor) at
(Contractor Name)

703 Hebron Ave, Floor 3, Glastonbury, CT 06033
(Contractor's Address - City and State)

PROJECT TITLE: Park Division Greenhouse Polycarbonate Replacement Project
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
polycarbonate panel replacement per attached quote dated 9/26/2025

The work described above shall be completed at the following location(s):
2241 Lincoln Ave, Dubuque IA 52001

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
June 30, 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. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.

13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County

14. The City is exempt from federal excise tax and Iowa sales tax.

15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.

16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.

17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.

18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☑ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: $ 146,795.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/22/2026
Michael C. Van Milligen — Date
City Manager

CONTRACTOR:

Clearspan Fabric Structures International, Inc
Company Name

By: _____ 11/18/2025
Signature — Date

Debbie Haley
Printed Name

Senior Contracts & Credit Analyst
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: Clearspan Fabric Structures International, Inc.

By: Debbie Hales

Its: Senior contracts + credit analyst

Date: 11/13/2025

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT C

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: Park Division Greenhouse Polycarbonate Replacement 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 required shall be furnished to the Parks and Recreation Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes X No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

License to Data Agreement

This agreement ("Agreement") is entered on the date of the last signature hereto by and between the City of Dubuque, 50 W 13th Street, Dubuque, IA 52001, United States of America ("Video Provider") and Milestone Systems A/S, CVR 20341130, Banemarksvej 50, 2605 Brøndby, Denmark ("Milestone"), collectively referred to as the Parties.

1 Backgrou nd

1.1 This Agreement is entered to complete the work described in the Scope of Work (SoW).

2 Definitions

2.1 For the purposes of this Agreement, the following terms shall have the meaning set forth below:

2.1.1 "Agreement" means this Data License Agreement, including any appendices and amendments agreed upon by the parties.

2.1.2 "Confidential Information" shall mean any information exchanged under this Agreement between the Parties if identified as such at disclosure, or if the circumstances of disclosure would reasonably indicate such treatment.

2.1.3 "Curated Video" refers to Video that Milestone processes, enhances, or modifies, for example by adding structured metadata, annotations, and any other enhancements that make it more useful for training, optimizing, and fine-tuning machine learning models. This includes but is not limited to all modifications, anonymization, adaptations, analyses, annotations, metadata, models, and insights, regardless of whether such data incorporate or reference Video.

2.1.4 "License to Data" or "LTD" means the rights granted to Milestone that allow for the lawful use of Video as described in this Agreement.

2.1.5 "SOW" means the signed Scope of Work attached to this Agreement, which forms an integral part of this Agreement.

2.1.6 "Video" refers to any video datasets, metadata, annotations, other timeseries data that gives video context, and related materials provided to Milestone under this Agreement as detailed in the SOW.

3 License to Data (LTD)

3.1 VP hereby grants Milestone a perpetual, fully paid and royalty-free, irrevocable, worldwide, non-exclusive license to use, copy, and modify the Video.

3.2 Milestone may transfer and/or sublicense Video to third parties, provided that the sub-licensee agrees to terms no less protective of VP's rights than those contained in this Agreement.

3.3 Milestone may attribute/credit VP when using Video but has no obligation to do so. However, VP can require that Milestone does not attribute/credit VP.

4 Costs

4.1 Except as explicitly provided in this Agreement, each Party shall bear its own costs associated with fulfilling its obligations under this Agreement. This Agreement imposes no payment, royalty, or other compensation obligations on VP nor Milestone.

5 Scope of Services

5.1 The Parties shall deliver the services specified in the SoW.

6 Ownership of Curated Video

6.1 VP retains ownership of original Video and grants Milestone the rights to use it as specified in this Agreement.

6.2 Milestone shall own all intellectual property rights in Curated Video and grants VP the rights to use it as specified in this Agreement.

7 Compliance with Applicable Laws

7.1 Each Party agrees to comply with all applicable laws, regulations, and industry standards relevant to its obligations and activities under this Agreement, including but not limited to data protection, privacy, and security laws. Each Party shall ensure that any data it handles in connection with this Agreement is done in a lawful and compliant manner.

8 Warranties

8.1 VP represents and warrants that:

- It has the right to provide Video to Milestone.
- Video and its sharing with Milestone comply with all applicable laws and regulations and does not breach any other agreement to which VP is party or is bound.
- There are no known legal disputes, regulatory investigations, or pending claims against Video that would materially affect its use by Milestone.
- Video and its sharing with Milestone do not infringe any third-party intellectual property rights.

9 Assignment of Obligations

9.1 Neither Party shall be entitled to assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party may, however, assign all its rights and obligations under this Agreement to any of its affiliates.

10 Term and Termination

10.1 This Agreement shall commence on the date of the last signature below and shall remain in effect unless terminated in accordance with the terms herein. Either Party may terminate this Agreement for convenience upon 90 days' advance written notice. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a 30-day cure period.

10.2 If this Agreement is terminated, VP may stop future Video transfers to Milestone. However, the rights granted to Milestone in clause 3 (License to Data) will survive any termination of this Agreement, except for termination due to Milestone's material breach of this Agreement. In addition, the following clauses shall survive and remain in full force and effect: Ownership of Curated Video, Compliance with Applicable Laws, Indemnification, Confidentiality, Governing Law and Venue, and Miscellaneous. For the avoidance of doubt, VP shall have no right to request deletion or impose new contractual restrictions on Video that Milestone lawfully received prior to termination, except for termination due to Milestone's material breach of this Agreement.

11 Force Majeure

11.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from an event beyond their reasonable control, including but not limited to acts of God, war, strike, riot, pandemic, epidemic, governmental action, or technical failures beyond the Party's control. Each Party shall notify the other as soon as practicable and cooperate to find a reasonable solution. In case the force majeure situation is not (or is not expected to be) ended within 3 months, the other Party is entitled to terminate the Agreement with immediate effect.

12 Liability

12.1 Each Party shall only be liable for direct damages suffered or incurred by the other Party, to the extent such damages arise from the negligent performance or non-performance of their respective obligations under the Agreement, in accordance with the governing law.

12.2 The Parties agree that, to the maximum extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, consequential, or punitive damages, or for loss of profits or business.

12.3 Nothing in this Agreement shall exclude or limit a Party's liability for (a) fraud, willful misconduct, or gross negligence; (b) breach of clause 15 (Confidentiality); (c) a Party's indemnification obligations under clause 13 (Indemnification); or (d) any liability that cannot be excluded or limited under governing law.

13 Mutual Indemnification

13.1 Each party agrees to indemnify, defend and hold the other party and its affiliates, directors, officers, shareholders, employees, and customers harmless from and against any and all third-party claims, demands, suits and actions arising from:

(a) by VP: any allegation that the Video provided by VP infringes any third party's rights;

(b) by Milestone: any allegation that Milestone's handling of the Video after receipt from VP is not in accordance with this Agreement or applicable law, however excluding any claims falling under 13.1(a) above;

13.2 The indemnifying party shall, at its own expense, assume control of the defense and any settlement negotiations, provided that: (a) the indemnifying party promptly notifies the indemnified party of its intention to do so; (b) the indemnifying party keeps the indemnified party reasonably informed of material developments; and (c) no settlement may be entered into without the indemnified party's prior written consent if such settlement would (i) impose any liability or obligation on the indemnified party, (ii) require any admission of fault by the indemnified party, or (iii) restrict the indemnified party's rights beyond what is already required under this Agreement.

13.3 Without prejudice to its obligations above, the indemnifying party may, at its own expense, mitigate the impact of an infringement claim by: (a) obtaining for the indemnified party the right to continue the affected activity; (b) with the indemnified party's written approval, placing or modifying the affected Video to make it non-infringing, or (c) requesting in writing that the indemnified party ceases the affected activity. The indemnified party shall comply with any such request without undue delay, provided that the indemnifying party has fulfilled its obligations under clause 13.1 and 13.2 and that the request applies only to Video subject to the claim.

14 Personal Data

14.1 The Parties shall comply with all privacy legislation applicable to provision of the services under this Agreement.

14.2 If personal data is being processed in the EU or (EU) GDPR applies to personal data shared under this Agreement, the Parties are considered independent data controllers. Each Party must take the necessary actions required under applicable data protection regulation.

15 Confidentiality

15.1 Confidential Information shall only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with affiliates, employees, agents, or contractors of the Parties which have a need to know such information to support such purpose and have signed a valid confidentiality agreement that is no less restrictive than this Agreement and applicable SOW.

15.2 The receiving Party shall use the same degree of care in keeping the Confidential Information confidential as it uses for its own confidential information of a similar nature. Notwithstanding this section, the receiving Party shall not disclose and/or transfer Confidential Information to affiliates that compete directly with the disclosing Party. Except as expressly provided herein, this Agreement shall not be construed as granting or conferring to the other Party, either expressly or implied, any rights, licenses, or relationships by the furnishing of Confidential Information pursuant to this Agreement.

15.3 Confidential Information shall remain the property of the disclosing Party.

15.4 Upon either disclosing Party's request or upon termination or expiry of this Agreement, the receiving Party agrees to, at disclosing Party's option, either (i) return to the requesting disclosing Party the Confidential Information, including any and all documents, copies and derivatives thereof, or to (ii) destroy such Confidential Information, including any and all documents, copies, and derivatives thereof, and certify to such disclosing Party in writing the fact of such destruction. The receiving Party shall not retain documents or material in any form of such Confidential Information, except that the receiving Party shall be entitled to retain, for its records, one electronic record of its deliverables for archival purposes, solely.

15.5 The duty to return or destroy Confidential Information shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

16 Governing Law and Venue

16.1 The Agreement shall be governed, interpreted, and construed in accordance with the laws of State of Iowa, USA, without giving effect to its choice of law rules. The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

16.2 Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitration and all matters arising directly or indirectly therefrom will be kept strictly confidential by the Parties and will not be disclosed to any third party except as may be compelled by law.

17 Export control

17.1 Each Party shall comply with all export control and economic sanctions laws applicable to its performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement.

18 Miscellaneous

18.1 If any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part in any jurisdiction this shall not affect the validity or enforceability in that jurisdiction of any other provision of these terms or the validity or enforceability of that provision or any other provision in any other jurisdiction. The Parties shall in good faith negotiate replacement provisions which in a legal, valid and enforceable way to the nearest extent reflect the original intent of the Parties.

18.2 This Agreement, together with the appendices constitutes the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous, oral or written communications, proposals, conditions, representations and warranties, and it prevails over any conflicting or additional terms of any quote, purchase order, acknowledgement, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each Party.

18.3 Any notice given under this Agreement must be in writing addressed to an authorized representative of the other Party and shall be deemed given upon receipt of the other Party via the specifically designated e-mail and following the agreed Governance process.

18.4 Each Party warrants to the other Party that this Agreement has been duly authorized and executed and is valid and legally binding upon such Party and enforceable in accordance with its term.

19 Signatures

19.1 This Agreement is delivered electronically. Each Party consents to using an electronic signature to sign this Agreement as legally binding. The electronic signatures will be stored electronically, including place and date of signing.

Date: 23/01/26
For and on behalf of Milestone:

Name: Andrew Burnett
Title: CTO
Signature: Andrew Burnett
Andrew Burnett (Jan 23, 2026 09:31:32 GMT+1)

Date: 01/20/2026
For and on behalf of the City of Dubuque:

Name: Michael C. Van Milligen
Title: City Manager
Signature:

Statement of Work

License to Data – Incident Dataset

General Information Reference

This SoW is entered under the terms and conditions of the License to Data Agreement.

Background introduction

The City of Dubuque has compiled unique collections of video recordings capturing various anomalies (e.g., traffic-related incidents) over a period of more than ten years. This collection consists of up to 20,000 video clips documenting a wide range of traffic events, recorded by the City of Dubuque's traffic cameras in and around Dubuque. This dataset holds significant potential for training future AI models and supporting video analytics solutions aimed at preventing similar incidents.

To make these raw (non-anonymized) video clips suitable for AI model training via the Milestone Platform, they must be processed through a comprehensive video data curation pipeline. This process consists of data cleaning, anonymization techniques, relevant clip selection and trimming, annotation, normalization, and other necessary steps to prepare the data for integration into the Milestone AI model training environments. Since this video data is considered "raw, uncleaned data," it will undergo a secure, manually controlled initial processing step. During this stage, all data that cannot be included in any dataset, data library, or used for AI model training will be removed from the curation pipeline. Upon request from the City of Dubuque, such data will also be permanently deleted and destroyed, with full documentation provided. Milestone will ensure that only specially trained staff handle these video clips, particularly those marked for destruction.

Methodology

Milestone uses a "License to Data" model, in which a transparent and equitable value exchange is established with the City of Dubuque. This arrangement would allow Milestone to access and curate the video data collection, incorporate it into the Hafnia Data Library, and use it to fine-tune computer vision models. The proposed process includes:

- **Data Transfer** on City of Dubuque premises for secure direct to encrypted NAS server transfer.
- **Data Cleaning** of all the data shared, ensuring that all unwanted data is destroyed.
- **Anonymization** of personally identifiable information (PII) in the video that will be used for the Milestone's data library.
- **Video Clip Selection and Trimming** to ensure only relevant footage is processed, promoting a diverse and unbiased dataset.
- **Video Annotation**, with the addition of all relevant classifications, enabling the clips to be effectively used for AI model training.
- **Indexing, Normalization, and Standardization** to prepare the data for publication in the Hafnia Data Library.
- **Secure and Compliant Storage and Publication**, guaranteeing that no video data can be viewed or downloaded from the Hafnia Platform, except from those ones selected as illustrative examples or for demo purposes that will be both non-critical and specifically cleared by City of Dubuque.

Deliverables

The City of Dubuque will provide Milestone with guidelines for identifying and classifying data that must be destroyed. This may include references to specific police case numbers as well as instructions regarding unwanted scenes or scenarios.

Milestone will publish a fully curated incident dataset in the Hafnia Data Library. This allows training of computer visions models by solution developers working with the City of Dubuque, other municipalities, law enforcement, researchers, and others who could benefit from its value.

Data Storage and Initial Transfer
The raw video data shall be stored on-premises within a City of Dubuque–owned server and/or storage unit. Milestone shall manage the transfer of video clips to an encrypted Milestone–owned NAS server, which shall be placed and connected within the City of Dubuque's network environment.

Monitoring of Transfer
The City of Dubuque may elect one of the following monitoring arrangements:

- Option A: Milestone shall be permitted to monitor the file transfer to the NAS server via the existing VPN connection and shall be authorized to restart the NAS setup if required.
- Option B: The City of Dubuque shall monitor the file transfer to the NAS server independently, with no monitoring access provided to Milestone. Under this option, the City of Dubuque shall retain the ability to restart the NAS setup if required.

Encryption and Key Management
All data stored on the NAS server shall be encrypted at rest. The corresponding public key shall be maintained by Milestone within its managed Key Service.

Collection and Transport of NAS server
Upon completion of the transfer, Milestone shall physically retrieve the NAS server from the City of Dubuque's premises and shall arrange secure transport to the Milestone US facility. At this facility, the NAS server shall be connected to the Milestone Cloud Platform for subsequent data transfer.

Anonymization and Data Destruction
Upon ingestion into the Hafnia Platform, the dataset shall undergo anonymization, during which all personally identifiable information (PII) shall be removed. Following successful transfer, the NAS servers shall be reformatted, and all residual data shall be irreversibly destroyed. During the anonymization process, any unwanted video clips shall also be identified and destroyed. Milestone will provide a "Certificate of Reformatting".

Curation and Library Inclusion
After anonymization, the cleaned dataset shall be processed through the Milestone Curation Pipeline for annotation and related procedures, with the ultimate purpose of inclusion in the Hafnia Video Data Library.

Retention of Anonymized Copy
Milestone shall retain and maintain a separate anonymized copy of the dataset within the City of Dubuque's tenancy, for the City of Dubuque's continued use.

Schedule

When the SoW is signed The City of Dubuque and Milestone will agree on a timeline and Milestone will share a detailed plan for when the data transition on premise will take place. This is expected to be immediately after signature.

Value Exchange for License to Data (LTD) of Traffic Video Collection

In exchange for granting Milestone the License to Data (LTD) for the specific traffic incident video collection, Milestone will provide the following offerings, considered fair and balanced in value relative to the video data provided:

Anonymization of Traffic Incident Video Collection
As part of the Milestone Video Data Curation Pipeline, all traffic incident video recordings shall undergo anonymization to remove personally identifiable information ("PII"). This anonymization shall constitute the initial step in transforming raw video footage

into a curated dataset suitable for artificial intelligence ("AI") model development and related applications. Following anonymization, a copy of the resulting video dataset shall be made available to the City of Dubuque within a designated tenancy as long as the data is being used in the Milestone Data Library. The City of Dubuque shall be entitled to access and utilize such anonymized dataset for its own purposes. The City of Dubuque shall also be entitled to share access to the anonymized dataset with relevant partners, including but not limited to research institutions, project collaborators, and other entities engaged in activities approved by the City of Dubuque.

City Insights Project
The final dataset will be included as a foundational part of phase 2 in the ongoing "City Insights Project".

Metadata as a Service
Another key component of Milestone's Video Data Curation Pipeline is the annotation and classification of video content—for example, adding bounding boxes around vehicles, pedestrians, and other relevant objects. This process makes the video data searchable, suitable and valuable for AI model training. As a result, it also produces a one-to-one layer of timestamped metadata for each annotated element in the videos (e.g., "Red Sedan Car," "Person on a bike"). Milestone will provide the City of Dubuque with a complete set of this metadata, generated from the specific shared incident video collection. The City of Dubuque can store and use this metadata for various purposes, such as traffic studies or supporting other municipal projects, conducting trend analysis, BI-Data Analysis, or enabling academic research.

VLM prompting/summarisation for selected incidence videos
Milestone's VLM-Traffic can generate text-based summaries of video content using question-driven and descriptive prompting. For example, if a video clip contains a traffic incident, it can be submitted to the VLM on the Hafnia platform along with a relevant prompt. The system will then return a summary of the events depicted in the clip. When applied to multiple clips from the same intersection, this process enables a potential text-based trend analysis using LLMs, as well as support for reporting, documentation, and traffic or infrastructure optimization. Milestone will provide this VLM service on up to 2000 video clips (30 seconds per video clip) selected by the City of Dubuque, from the specific Traffic Incident collection. The resulting summaries will be delivered to the City of Dubuque for local storage and unlimited use.

Use of the VLM is subject to Hafnia's applicable terms as amended from time to time (currently accessible at https://hafnia.milestonesys.com/terms-of-service).

Continued Data Sourcing and Processing
Milestone shall continue to support the City of Dubuque by providing the same value exchange for all future traffic incident video collections. At intervals of approximately six (6) months, Milestone shall perform the same transfer, anonymization, and curation process, as outlined in this Agreement, on newly collected video clips. Each newly processed and anonymized dataset shall be added on a continuous basis to the City of Dubuque's designated tenancy, ensuring ongoing access and use by the City of Dubuque.

Signatures

Date: 23/01/26
For and on behalf of Milestone:

Name: Andrew Burnett
Title: CTO
Signature: Andrew Burnett
Andrew Burnett (Jan 23, 2026 09:31:32 GMT+1)

Date: 01/20/2026
For and on behalf of the City of Dubuque:

Name: Michael C. Van Milligen
Title: City Manager
Signature: Michael Van Milligen

26_01_16 Milestone Systems City of Dubuque Milestone Hafnia LTD Ag

Final Audit Report 2026-01-23

Created:	2026-01-23
By:	Soren Ragard (sraa@milestone.dk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAihnlALCsJ7StDKdjHy79xnHy3h59mgII

"26_01_16 Milestone Systems City of Dubuque Milestone Hafnia LTD Ag" History

Document created by Soren Ragard (sraa@milestone.dk)
2026-01-23 - 8:29:41 AM GMT

Document emailed to Andrew Burnett (abu@milestone.dk) for signature
2026-01-23 - 8:29:46 AM GMT

Email viewed by Andrew Burnett (abu@milestone.dk)
2026-01-23 - 8:30:47 AM GMT

Document e-signed by Andrew Burnett (abu@milestone.dk)
Signature Date: 2026-01-23 - 8:31:32 AM GMT - Time Source: server

Agreement completed.
2026-01-23 - 8:31:32 AM GMT

City of Dubuque
53/46 Department
949 Kerper Blvd
(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
(Vendor Address - City and State)

PROJECT TITLE: Portable Radio/Battery Maintenance for Transportation Services
(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:

Parking - PEO - Portable Maintenance Qty 10, Battery Maintenance Qty 20
Transit - Bus Radio - Portable Maintenance Qty 5, Mobile Annual Maintenance Qty 33
Coverage Dates 7/1/2025-6/30/2026

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

Portable Maintenance for Parking & Transit

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 $ 7,157.28

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/22/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Racom Corporation
Company Name

By: Alec Metz 1/20/2026
Signature — Date

Alec Metz
Printed Name

Service Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
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.

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)

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

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Hawkins, Inc
(Vendor Name)
2381 Rosegate Roseville, MN 55113
(Vendor Address - City and State)

PROJECT TITLE: City of Dubuque Water Sodium Hypochlorite FY26-FY27 Bid
(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:
Delivery of Sodium Hypochlorite.

The work described above shall be completed at the following location(s):
1902 Hawthorne St. 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 11-30-2026 (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 $ 66,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 01/23/2026

Michael C. Van Milligen — Date

City Manager

VENDOR:

Hawkins, Inc

Company Name

By: Tracy Lewis 12/26/2025

Signature — Date

Tracy Lewis

Printed Name

Bid Coordinator

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 specificallyauthorized.

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 anytransport, disposal or storage costs 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 here under fails to meet its required specifications, 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 has resulted from the use or sale of such article, or process and are contributed to by said defectivecondition.

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 knowingly 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'sacknowledgement 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.

Terms and Conditions have been modified from City standard per negotiations with City Council and Hawkins Council prior to signatures.

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 11/20/2025.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

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: 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. 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 x 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: x 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)

600 SW 7th St, Ste. M
Des Moines, IA 50309
P (402) 330-2202
Terracon.com

January 19, 2026

City of Dubuque
1902 Hawthorne St.
Dubuque, IA 52001

Attn: Nick Connolly
Water Operations Supervisor
E: nconnoll@cityofdubuque.org
P: 563-513-5706

Re: Proposal for NESHAP ZZZZ Compliance Report
Proposal Number: P33267000

Dear Mr. Connolly:

Terracon Consultants is pleased to submit this proposal to the City of Dubuque (Dubuque) to prepare a National Emissions Standards for Hazardous Air Pollutants (NESHAP) Subpart ZZZZ compliance report for the diesel generator located at the Eagle Point Water facility at 1902 Hawthorne Street, Dubuque, Iowa.

1.0 PROJECT INFORMATION

Terracon understands that Dubuque's Eagle Point Water facility operates one diesel generator under an IDNR construction permit, number 95-A-058-S2. The generator is subject to NESHAP ZZZZ and is required to submit compliance reports. The generator is deemed as a "limited use engine" because it operates less than 100 hours per year. Therefore, the facility is only required to submit one annual compliance report to the IDNR by January 31st each year for the preceding reporting year.

2.0 SCOPE OF SERVICES

Terracon will coordinate with Dubuque to determine the generator's compliance status in 2025. Terracon will prepare the compliance report for reporting year (RY) 2025 due by January 31st. Terracon will also prepare a transmittal letter for Dubuque to submit to the IDNR.

Key Understandings

Terracon's proposal is contingent on the following:

- Dubuque will provide Terracon with information necessary to accomplish the Scope of Services, including, but not limited to, process flow diagrams, throughput information, operational hours, process control information, and other information necessary to verify compliance.

- Dubuque will provide Terracon with the requested information in a timely manner.
- Terracon will assist Dubuque in corresponding with the IDNR subsequent to the submittal, if necessary.
- Terracon is not responsible for final submittal and certification of the applications. Dubuque must submit the report to IDNR.

The following services are not included in this Scope of Services but can be added, if requested:

- Stack testing
- Air dispersion modeling
- Sample collection, characterization, or analytical testing
- Site visits
- Permit applications or application fees
- Engineering design, specifications, or construction services
- Services not detailed in the Scope of Services
- Liaison work with local, state, or federal agencies

Standard of Care and Scope Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Terracon does not warrant third party information or regulatory agency information used in the compilation of reports, nor is Terracon responsible for information the City or third parties do not provide which may be necessary in executing the proposed Scope of Services.

Findings, conclusions, and recommendations resulting from these services are based upon information derived from services performed under this Scope of Services; such information is subject to change over time. The data, interpretations, findings, and Terracon's recommendations are based solely upon data obtained at the time and within this Scope of Services.

3.0 COMPENSATION & SCHEDULE

Compensation

The above scope of services will be performed on a lump sum fee of **$2,500**. Terracon will not exceed the total amount of this cost estimate without receiving additional authorization from the City of Dubuque. If Terracon sees a significant change in the Scope of Services required for this project, or that the budget amount will be exceeded, Terracon will

immediately notify the City of the change in scope and provide a cost estimate for the additional work.

Schedule

Terracon has personnel ready to immediately start on this project, and services will be initiated upon your authorization to proceed. Terracon will provide the document for the City's review prior to the January 31st deadline.

4.0 AUTHORIZATION

If this proposal meets with your approval, work may be authorized by electronically signing the attached Agreement for Services. A fully executed copy will be automatically returned to you.

We appreciate the opportunity to provide this proposal and look forward to working with you! If you have any questions or comments regarding this proposal, please contact Nate Yencer at 515-705-7321.

Sincerely,
Terracon Consultants, Inc.

Nathan Yencer, EIT
Staff Environmental Engineer

Christian W. New, P.E.
Environmental Department Manager

Attachments: Agreement for Services

Reference Number: P33267000

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Dubuque IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Dubuque Generator Certification of Compliance project ("Project"), as described in Consultant's Proposal dated 01/19/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Dubuque IA**
By:	Christian W New	Date: **1/19/2026**	By: Michael Van Milligen	Date: 01/23/2026
Name/Title:	**Christian W New / Department Manager**	Name/Title:	**Mike Van Milligen / City**
Address:	**4492 Westside Dr**	Address:	**Manager 1902 Hawthorne St**
	Dubuque, IA 52003-8106		**Dubuque, IA 52001**
Phone:	**(563) 355-0702** Fax:	Phone:	**(563) 589-4291** Fax:
Email:	**Christian.New@terracon.com**	Email:	**ctymgr@cityofdubuque.org**

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 Advantage Sheet Metal (Vendor) at
(Vendor Name)
Dubuque, IA
(Vendor Address - City and State)

PROJECT TITLE: Service HVAC Systems - FY26
(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:

-Service and repair of HVAC systems including scheduled preventative maintenance.
-Metal fabrication
-Installation and replacement of HVAC systems

Work tasks to be performed on a routine and on call basis and invoiced when service is provided.

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, Telecom buildings at 1503 and 1515 W. 3rd Street, 1800 and 1850 Chavenelle Rd
Multicultural Family Center - 1157 Central Ave

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
   Jun 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 01/23/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Advantage Sheet Metal
Company Name

By: Dennis M. Willett Digitally signed by Dennis M. Willett Date: 2026.01.16 09:29:37 -06'00' 1/16/2026
Signature — Date

Dennis M. Willett
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 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 _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: ___ Yes _x_ 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 _x_ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

ADVASHE-01 MSTRAKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2026

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: Madison Straka	
TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	PHONE (A/C, No, Ext): (608) 467-5607 1709	FAX (A/C, No):
	E-MAIL ADDRESS: mstraka@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty Company	13021
INSURED	INSURER B :	
Advantage Sheet Metal , Inc. 1160 E. 12th St. Dubuque, IA 52001	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: POLICY X PRO-JECT X LOC OTHER:	X		60347136	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			60347136	5/1/2025	5/1/2026	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 X RETENTION $ 0			60347136	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		30304787	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Project: SERVICE HVAC SYSTEMS FY26

The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to general liability, on a primary and non-contributory basis, as required by written contract.

CERTIFICATE HOLDER

City of Dubuque
Dept of Engineering
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

Kevin P. Eller

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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 Molo Plumbing and Heating (Vendor) at
(Vendor Name)
Dubuque, IA
(Vendor Address - City and State)

PROJECT TITLE: Molo Plumbing and Heating Service Contract - FY26 (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:

-Service and repair of HVAC systems
-Commercial Plumbing installation and repair

Work tasks to be performed on an on call basis and invoiced when service is provided.

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, Telecom buildings at 1503 and 1515 W. 3rd Street, 1800 and 1850 Chavenelle Rd
Multicultural Family Center - 1157 Central Ave

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
   Jun 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
Michael C. Van Milligen
City Manager

01/23/2026
Date

VENDOR:

Molo Plumbing and Heating
Company Name

By: Blake R. Molo 1-15-26
Signature Date

Blake R. Molo
Printed Name

Second Vice President
Title

MSA Addendum for Changes

Customer: City of Dubuque
Omnia Account #:

COMMUNICATION SERVICES			
SOLUTION	QUANTITY	UNIT PRICE/mo.	TOTAL
Additional Business Listings	68	$10.00/mo.	$680.00/mo.
		Total:	$680.00/mo.

- Plus applicable Taxes and Fees- All other Terms & Conditions remain in effect.

Note: City of Dubuque is reducing the number of Additional Business Listings from 68 to 33. Updated Additional Business Listing(s) pricing below.

(Updated Service Information):

COMMUNICATION SERVICES			
SOLUTION	QUANTITY	UNIT PRICE/mo.	TOTAL
Additional Business Listing	33	$330.00/mo.	$330.00/mo.
		Total:	$330.00/mo.

INVESTMENT SUMMARY – MONTHLY RECURRING CHARGES (for services listed above)	
TERM LENGTH: 36 MONTHS	
MONTHLY RECURRING TOTAL CHARGES: (for services listed above)	$330.00

- Plus applicable Taxes and Fees

- All other Terms & Conditions remain in effect.

EFFECTIVE DATE OF CHANGE: _____TBD_____

IN WITNESS WHEREOF, ImOn and Customer have caused this Agreement to be signed by their duly authorized representatives.

City of Dubuque

Name: Michael C. Van Milligen

Title: City Manager

Signature: Michael Van Milligen

Date: 10/30/2025

Name: _____

Title: _____

Signature: _____

Date: _____

ImOn Communications, LLC

Name: Matt Seale

Title: Business Sales

Signature: _____

Date: 1-26-26

Name: _____

Title: _____

Signature: _____

Date: _____

Copyrighted
February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Poly Vinyl Roofing, Inc. for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. EP WTP Roof Rehab Contract
2. EP WTP Roof Rehab Bond

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

Eagle Point Water Treatment Plant Roof Rehabilitation Project

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 8 day of Jan, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Poly Vinyl Roofing, Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the Eagle Point Water Treatment Plant Roof Rehabilitation Project (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds: **NOT APPLICABLE**
         a. ____(Bond Name)___ (pages __ to __ , inclusive).
         b. ____(Bond Name)___ (pages __ to __ , inclusive).
         c. ____(Bond Name)___ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Technical Specifications included in the project Contract Document Manual
      12. Exhibits included in the project Contract Document Manual
      13. Addenda (numbers 1 to 1 , inclusive).
      14. Insurance Provisions and Requirements (Section 00700).
      15. Sales Tax Exemption Certificate (Section 00750).
      16. Site Condition Information (Section 00775).
      17. Construction Schedule and Agreed Cost of Delay (Section 00800).

18. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages 1 to 4 inclusive).
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
        i. Contractor Background Information Form (Section 00471)
19. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including

but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than $2,000.00 (Two Thousand Dollars) to the City.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.

A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE
RELATING TO THE PROJECT

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Poly Vinyl Roofing
Contractor

By: Michael L Connolly
Signature

Michael L Connolly
Printed Name

President
Title

1/8/26
Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT $ 357,068.00

CITY OF DUBUQUE, IOWA:

Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

01/27/2026
Date

CONTRACTOR:

Poly Vinyl Roofing
Contractor

By: Michael L Connolly
Signature

Michael L Connolly
Printed Name

President
Title

1/8/26
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

Bond No. SYA4925

KNOW ALL BY THESE PRESENTS:

That we, **Poly Vinyl Roofing, Inc.**, as Principal (hereinafter the "Contractor" or "Principal") and **IMT Insurance 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 **Three Hundred Fifty-Seven Thousand Sixty Eight and no/100** dollars ($**357,068.00**), 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 _____, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for the Eagle Point Water Treatment Plant Roof Rehabilitation Project detail the following described improvements:

> Removal and replacement of the existing roofing and insulation material for the identified roof segments. Roofing will include installation of curbing, vapor barrier, insulation, membrane roofing, and flashings. The existing siding at the Lime Silo building will require modifications to allow for additional insulation and counter-flashing.

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 liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable 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, in triplicate, this _____ day of _____, 2025.

SURETY COUNTERSIGNED BY:

Signature of Agent

Matt Turner

Printed Name of Agent

306 Hwy 1 SE

Company Address

Mt. Vernon, IA 52314

City, State, Zip Code

319-895-8633

Company Telephone Number

PRINCIPAL:

Poly Vinyl Roofing, Inc.

Contractor

By: _____

Signature

Michael L Connolly

Printed Name

_____

Title

FORM APPROVED BY:

_____

Representative for Owner

SURETY:

IMT Insurance Company

Surety Company

By: _____

Signature Attorney-in-Fact Officer

Matt Turner

Printed Name of Attorney-in-Fact Officer

IMT Insurance Company

Company Name

7825 Mills Civic Pkwy

Company Address

West Des Moines, IA 50266

City, State, Zip Code

1-800-274-3531 x369

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

IMT INSURANCE

POWER OF ATTORNEY

Bond No. SYA4925

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Matt Turner

of **Mt. Vernon** and State of **Iowa** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Three Hundred Fifty-Seven Thousand Sixty Eight and no/100 ($357,068.00) Dollars

and ~~to~~ bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company,** and all such acts of said Attomey-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this _____ day of **December** , **2025** .

IMT Insurance Company

Greg Blythe, President

STATE OF IOWA
COUNTY OF DALLAS } ss:

On this _____ day of **December** , **2025** , before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
SETH CARY
Commission Number 859987
My Commission Expires
10/30/2027

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Greg Blythe, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on _____ day of **December** , **2025** .

Patrick Boucher, Secretary

SY 06 06 (12/24)

Copyrighted
February 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Updated "Tax Increment Financing in Dubuque" Booklet
SUMMARY:	City Manager providing a copy of the updated "Tax Increment Financing in Dubuque' booklet.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. TIF booklet - Jan 29 2026



TIF

TAX INCREMENT FINANCING

Creating and retaining jobs and facilitating growth in Dubuque, Iowa

Greater Dubuque DEVELOPMENT CORP.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi



ECONOMIC TRANSFORMATION

"Would the last person to leave Dubuque please turn off the lights?"

Commonly repeated, residents used this dark humor to help deal with Dubuque's dire unemployment rate which hit 23% in January 1982. High school and college graduates left for more prosperous cities and states, taking their talent with them.

Enter Tax Increment Financing. In 1985, the Iowa State Legislature amended urban renewal law to allow cities to use Tax Increment Financing (TIF) for economic development purposes. This tool simply directs the increase in property tax generated from property improvements to the city, which can use this increment as a financial incentive to companies that invest and create jobs in the urban renewal area. This is how the City of Dubuque built over 1,400 acres of industrial parks, now home to 56 businessses, including 47 local businesses that needed a place to expand.

TIF is the only meaningful local economic incentive available to Iowa cities and Dubuque's responsible use of TIF has created a nationally-recognized transformation. Dubuque has been ranked by Forbes, Kiplinger, the U.S. Conference of Mayors, the National Civic League, and the Milken Institute as one of the best cities in the United States to live, work, and play.

TIF Incentives 2010 - 2026:
$95,138,429

Leveraged Private Investment:
$863,296,204

Employment Impact 2010 - 2026:
4,204 jobs retained
866 jobs created

Housing Creation 2010 - 2026:
1,461 units created

(Totals as of January 2026)

70+ PROJECTS

From small, local companies to global brands, over 70 projects in our community have benefitted from tax increment financing since 2001, including:

- Advanced Data-Comm
- Andersen Window & Door
- Art's Way Manufacturing
- AY McDonald Manufacturing
- Cottingham & Butler
- Dubuque Screw Products
- Dupaco Community Credit Union
- E91 (formerly Entegee)
- FEH Design
- Geisler Brothers Company
- Giese Manufacturing
- Green Industrial Supply
- Hartig Drug
- Heartland Financial Services
- Hodge Companies
- Hormel/Progressive Processing
- ITC Midwest
- Kendall-Hunt Publishing
- Klauer Manufacturing
- Kunkel & Associates
- McCoy Group
- McGraw-Hill
- Medline Industries
- Nordstrom
- Prairie Farms
- Rite-Hite
- Rockfarm Holdings
- Rousselot, Inc.
- Sedgwick CMS
- Simmons Pet Food Inc.
- Spahn & Rose Lumber Co.
- Theisen's Supply
- Tri-State Industries
- Tri-State Quality Metals
- Unison Solutions
- Universal Tank
- Vanguard Industries
- Verena Street Coffee
- Woodward Communications

DUPACO
COMMUNITY CREDIT UNION

TIF Investment:
15 years of TIF rebates

Project Investment:
$38,000,000

Employment Impact:
40 new jobs



More Quality Jobs Where Employees Can Live, Work, and Play

Dupaco Community Credit Union is a not-for-profit financial cooperative owned and controlled by more than 112,000 members, most of whom live in Dubuque and the Tri-State area. The credit union was founded in 1948 by 10 employees of the Dubuque Packing Company.

Dupaco redeveloped 82,800 square feet of office space in a five-story building on Jackson St. in Dubuque's Historic Millwork District. The project was completed in 2022. As part of the project's development agreement, Dupaco agreed to expand its operation in Dubuque from 150 operations employees by at least 40 new full-time employees prior to October 1, 2023.

An additional component of the agreement is the required collaboration between the City, Dupaco, and other stakeholders in the area regarding the uses of existing infrastructure and transportation needs. Ongoing communication in the form of monthly meetings and annual reports highlight the ability for these types of agreements to bring the community together.

SIMMONS PET FOOD

National company chooses Dubuque and expands within 2 years

Simmons Pet Food, Inc., a family-owned business based in Arkansas, is the leading North American private-label and contract manufacturer of wet pet food with three locations in the US and one in Canada. Simmons purchased a vacant existing manufacturing facility in Dubuque in summer 2021. By summer 2022, they already expanded, introduced a second pet food line at the location, and hired additional employees. In spring 2023, they partnered with a local developer on a new $25.5 million warehouse project, also supported by 10 years of TIF rebates.

The original and subsequent development agreements with Simmons required them to provide a total of 281 jobs but, as of February 2025, they had provided over 400 new jobs in Dubuque!

TIF Investment:
10 years of TIF rebates

Project Investment:
$71,000,000

Employment Impact:
441 new jobs





HORMEL /PROGRESSIVE PROCESSING

TIF Investment:
5 years of TIF rebates

Project Investment:
$123,400,000

Employment Impact:
381 new jobs

Expansion After Just Four Years in Dubuque

Progressive Processing, LLC, a subsidiary of Hormel Foods Corporation, has a processing plant located in the Dubuque Industrial Center West. In 2014, the company expanded operations at its Dubuque location, moving the production of its bacon topping products and Spam line to the facility.

The original project, completed in 2014, created 91 new jobs and had a capital investment of $34.4 million in new equipment and building improvements. This expansion followed Progressive Processing's 2010 investment of $89 million to construct the new facility at the site and create 196 jobs. An additional $13 million investment in machinery and building improvements in 2019 allowed Hormel to increase production capacity and add two additional product lines to this facility, as well as another 58 new jobs. Today, Progressive Processing reports 381 jobs at its Dubuque facility.



TRI-STATE QUALITY METALS

TIF Investment:
10 years of TIF rebates

Project Investment:
$5,150,000

Employment Impact:
10 new employees

Fabricator Finds New Home for Growth

Tri-State Quality Metals, LLC is a locally owned sheet metal fabrication manufacturer formed in 2010 in Peosta, Iowa. The company performs laser cutting of sheet metal, as well as plasma cutting, bending, drilling, tapping, sawing, and welding to create customized parts. Tri-State Quality Metals also provides services including plating, machining, sheering, and painting that are outsourced to other area manufacturers. The company has grown from a local customer base to one that is regional, serving manufacturers in eastern Iowa, northwestern Illinois, and southwestern Wisconsin. The largest customer, Rite-Hite, sells products to worldwide markets. In addition, Tri-State Quality Metals produces parts for companies that ultimately sell to international manufacturers such as John Deere, Caterpillar, and Volvo.

In 2014, the Tri-State Quality Metals constructed a new $3.4 million, 44,000 square-foot production facility in the Dubuque Industrial Center South. The expansion allowed the company to add 10 new employees, bringing its total number of employees to 23. In 2023, the Tri-State Quality Metals constructed a $1.75 million, 31,500 square-foot expansion to their facility. This expansion did not require additional TIF but was made possible by the original TIF support.



ROASTING SOLUTIONS /VERENA STREET COFFEE

TIF Investment:
10 years of TIF rebates

Project Investment:
$10,200,000

Employment Impact:
20 new jobs

New Facility Meets Needs of Coffee Roaster's Growing Market

Roasting Solutions/Verena Street Coffee opened their new state-of-the art production facility and national headquarters in the Dubuque Industrial Center South in 2016. The locally owned 34,000 square-foot facility is nearly five times larger than its previous facility. Roasting Solutions invested over $10.2 million on the project which created 10 new jobs.

Roasting Solutions is a privately-held, family-owned organization founded in 2010. The company roasts and packages its coffees at its Dubuque facility. Verena Street coffee can currently be found in over 750 grocery stores, club stores, warehouse stores, and mass merchandisers in Iowa, Illinois, Wisconsin, Minnesota, Nebraska, surrounding areas, and online.



RITE-HITE

TIF Investment:
10 years of TIF rebates

Project Investment:
$8,900,000

Employment Impact:
138 new jobs

Project Creates Operational Efficiencies for Manufacturer

Rite-Hite manufactures doors, seals and shelters, barrier systems, and other aftermarket products at its Dubuque production facility at 4343 Chavenelle Drive in the Dubuque Industrial Center. The company is a longtime Dubuque corporate citizen of and employs 270 at its Dubuque location where it completed an $8.9 million expansion project in 2017 to add 138,000 square feet of manufacturing space and 24 new employees.

In addition to the new production space, the project included a partial remodel of offices, and approximately $420,000 for new machinery and equipment. The project improved productivity and operational efficiencies and expanded research and development capabilities. Today, Rite Hite employs 407 employees at its expanded facility.





THEISEN SUPPLY INC.

Family-Owned Company Invests in Distribution Center

A local company whose owner is very generous with non-profit agencies across the state was looking to expand for the second time in a five-year period. A consultant advised Theisen Supply to relocate its proposed distribution center outside of Dubuque, closer to a major US interstate highway. Jim Theisen, then president and CEO, credited programs like TIF with helping make the decision to stay in Dubuque. The $2.8 million investment is located in Dubuque's Industrial Center West—helping the company maintain 48 full-time positions and create 32 additional positions to date.

The 160,000 square-foot distribution center supplies Theisen's 22 stores in Iowa and two in Wisconsin—up from 15 stores in 2007. The extra space allows the company to maximize its buying potential and offer the lowest prices and best selection of products to their loyal customers...a definite win for Iowans!

TIF Investment:
5 years of TIF rebates

Project Investment:
$4,800,000

Employment Impact:
117 jobs

GREEN INDUSTRIAL SUPPLY

Dubuque-Based Supplier Expands Local Footprint

In 2022, Green Industrial Supply, Inc. announced plans to expand its operations including the construction of a 97,000 sq. ft. building addition. Originally founded in 1971, Green Industrial Supply, Inc. is locally owned and headquartered in Dubuque and offers services such as competitive parts sourcing, quality inspection, knitting, assembly, and packaging.

The company's use of innovative technology allows customers the opportunity to lower overhead costs and make better use of human and capital resources. Green Industrial Supply's expansion projects included a capital investment of approximately $7.8 million dollars, the retention of 61 full time positions, and the creation of 10 new full-time positions.

TIF Investment:
10 years of TIF rebates

Project Investment:
$7,800,000

Employment Impact:
10 new jobs

ROSHEK BUILDING

History Meets High Tech



From a posh department store built in the 1930s, to a tired office building that had suffered from "urban renewal" in the 1970s, the Roshek Building was given new life in 2009 in the form of a $40 million historic rehabilitation. The 250,000 square-foot, LEED Platinum rehab project now houses offices for Cottingham & Butler, UMB Bank, RSM, Community Foundation of Greater Dubuque, and other local firms—with retail on the first floor catering to the needs of the building's employees.

The rehabilitation of this downtown icon has enabled local businesses to expand their downtown employment base while maintaining 1,144 jobs.

TIF Investment:
10 years of TIF rebates

Project Investment:
$40,000,000

Employment Impact:
32 new jobs

Project Accolades

- **Excellence in Economic Development in Historic Preservation-Led Strategies Award** - Iowa Economic Development Authority
- **Excellence in Economic Development Award in the Category of Public-Private Partnerships** - International Economic Development Council
- **J. Timothy Anderson Award** - National Housing & Rehabilitation Association
- **National Preservation Honor Award** - National Trust for Historic Preservation
- **Platinum LEED Certification - Leadership in Energy and Environmental Design Core and Shell Platinum** - U.S. Green Building Council
- **Best Development Award** - 1000 Friends of Iowa
- **Outstanding Total Building Rehabilitation Award** - Dubuque Main Street
- **Best Total Building Rehabilitation Award** - Main Street Iowa
- **Preservation Award** - Dubuque County Historical Society

KUNKEL & ASSOCIATES

Making Iowa Competitive

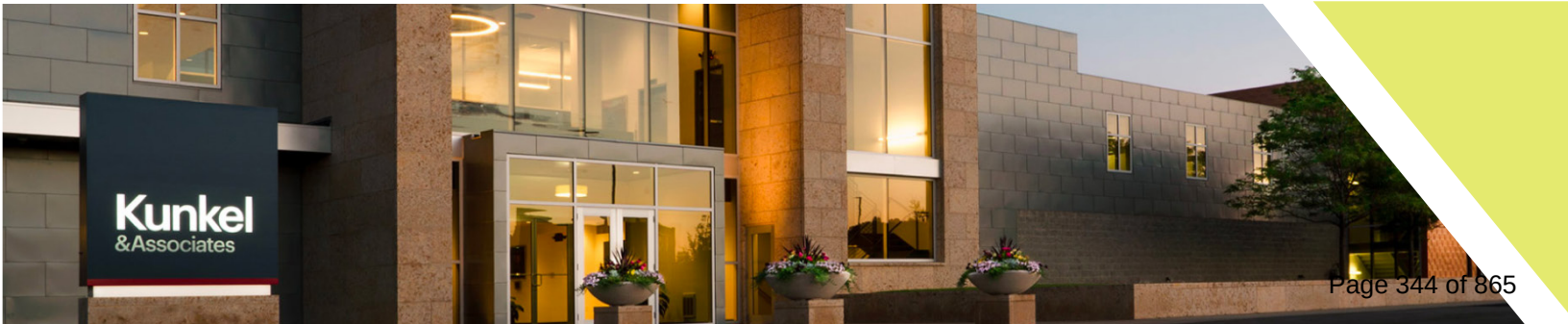
Locally owned Kunkel & Associates announced plans to relocate from Wisconsin to Dubuque in 2006. The company provides insurance consulting, commercial and personal insurance, employee benefits, claim consulting, and patient advocate services. The company invested $1.8 million and built a 10,000 square-foot office complex in the Dubuque Technology Park, initially bringing 24 new jobs to Iowa. The facility also serves as the company's corporate headquarters.

In 2015, Kunkel & Associates expanded its operation and invested over $2.5 million to double their office space to 20,000 square feet. Along with the expansion, the company hired 16 new employees. The most recent job reporting showed Kunkel & Associates bringing their total employment to 76.

TIF Investment:
10 years of TIF rebates

Project Investment:
$1,800,000

Employment Impact:
76 new jobs



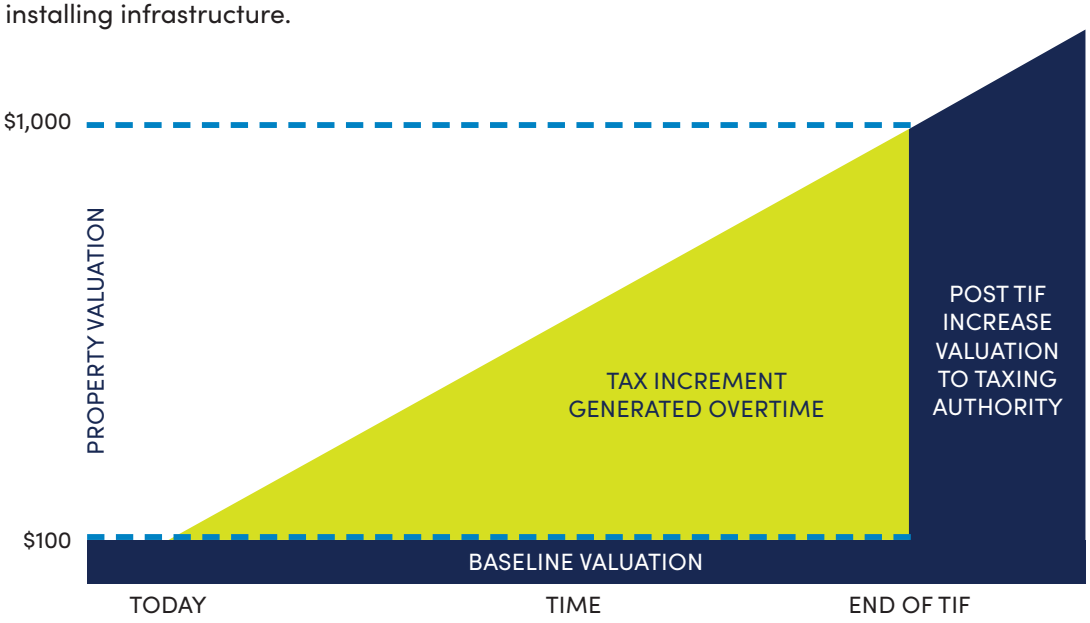
TAX INCREMENT FINANCING



HOW IT WORKS

When a TIF district is created, a "base" valuation of the property value is established. The base valuation accounts for assessed values prior to the TIF designation. The tax revenue from this base value remains with all taxing authorities. Increases in the assessed value over time over and above the base are called the "increment." The TIF authority (in this case, the City of Dubuque) may access the tax revenue generated by the increment, to fulfill the designated purpose of the district.

TIF is typically used by cities to fund public improvement projects or private project-based financial assistance, in conjunction with developing or redeveloping different parts of a city. This may include upgrading areas of the city suffering from slum and blight, helping residential development efforts, and enhancing economic development activities. Depending on the size of the project, cities may use the annual increment to provide project funding or may need to incur debt to finance an improvement, such as installing infrastructure.



TIF FOR DUBUQUE HOUSING CREATION: 2010-2025

$34.5 million in TIF spread across 60 projects leveraged $326 million in private investments to create nearly 1,500 housing units within the city.

Projects are located throughout the community and range in size from 2 units to 201 units, with individual TIF grants ranging from $15,000 to nearly $7 million.

Multiple housing studies have shown Dubuque needs thousands of additional housing units to address the need. Housing TIF has been a critical tool to support private housing creation of all types to address the housing gap.

By state law, when TIF is used for housing development, approximately 38 percent of the future tax increment revenues from the project must be used to provide housing assistance to low- and moderate-income families whose incomes are no greater than 80 percent of the median income anywhere in the city. This is starter housing for Dubuque's current and future workforce, and our most vulnerable residents, the elderly and disabled.





CONTACT US City of Dubuque Economic Development | www.cityofdubuque.org/econdev | 563-589-4393

Copyrighted
February 2, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2541 Central Avenue
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for February 16, 2026, on the Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC assigning rights to Bellevue State Bank for the redevelopment of 2541 Central Avenue. **RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC, To Bellevue State Bank For Property At 2541 Central
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

ATTACHMENTS:

1. MVM Memo Resolution Setting a Public Hearing DA with Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for 2541 Central Avenue
2. Staff Memo
3. Assignment of Development Agreement
4. Notice of Hearing
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: Resolution Setting a Public Hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2541 Central Avenue

DATE: January 28, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution setting a public hearing for February 16, 2026, on the Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC assigning rights to Bellevue State Bank for the redevelopment of 2541 Central Avenue.

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 of $50,000 ($10,000 x 5 units), a downtown rehabilitation grant of $35,000, and a fifteen-year tax increment financing award estimated to not exceed $40,000.

There is no impact to the budget as these incremental property tax rebates have already been authorized and incorporated into the terms of the Development Agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

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 Setting a Public Hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2541 Central Avenue

DATE: January 22, 2026

INTRODUCTION

This memorandum presents for City Council review and approval a Resolution setting a public hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC assigning rights to Bellevue State Bank 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 of $50,000 ($10,000 x 5 units), a downtown rehabilitation grant of $35,000, and a fifteen-year tax increment financing award estimated to not exceed $40,000. Tax Increment Financing (TIF) incentives provide a reimbursement of a portion of the additional property tax revenue generated by a development project, calculated on the incremental increase in assessed value, and applied after the project has been fully completed.

DISCUSSION

Hitzler Rental, LLC has secured construction financing for the redevelopment project through Bellevue State Bank. As part of the financing arrangement, Hitzler Rental, LLC has assigned its rights to the grants and TIF incentive to Bellevue State Bank. This structure enables Hitzler Rental, LLC to access upfront capital for project development and

subsequently apply the TIF proceeds toward repayment of a portion of the construction loan upon project completion.

BUDGET IMPACT

There is no impact to the budget as these incremental property tax rebates have already been authorized and incorporated into the terms of the Development Agreement.

RECOMMENDATION

I respectfully request City Council adopt the attached Resolution setting a public hearing for February 16, 2026 on the Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC assigning rights to Bellevue State Bank for the redevelopment of 2541 Central Avenue.

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this **"Assignment")** is made as of January 23, 2026, by and among **Hitzler Rental, LLC,** an Iowa limited liability company **("Borrower/Developer" further known as "Assignor")** in favor of **Bellevue State Bank ("Lender").**

RECITALS

A. Borrower owns, or will own, the property located at 2541 Central Avenue, located in the City of Dubuque, State of Iowa (the **"Property").** Borrower intends to develop the Property as a up to 5-unit multi-family apartment project located on the Property with other related improvements (collectively, the **"Project")**

B. Subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender of even date herewith (the **"Loan Agreement"),** Lender has made a term loan to the Borrower (the **"Term Loan"),** as evidenced by a Term Note dated October 22, 2025.

C. Borrower and the City of Dubuque (the **"City")** entered into that certain Development Agreement, dated October 20, 2025, pursuant to which the City has agreed to provide Economic Development Grants to Borrower or Developer estimated up to a principal amount of $40,000.00 (the **"TIF Payments"**) and incentive grant payments up to a principal amount of $85,000.00 ($10,000.00 per unit up to five units for the Downtown Housing incentive and $35,000.00 for the Downtown Rehabilitation Grant), collectively the (**"Grant Payments").**

D. Lender requires Assignor to execute and deliver this Assignment as collateral for the Loans.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. As security for Borrower's obligations under the Notes, the Loan Agreement and the other documents evidencing or securing the Loans (collectively, the **"Loan Documents")** (collectively, the **"Obligations"),** Assignor hereby collaterally assigns to Lender all of its right, title, and interest in and to the Development Agreement, including all of Assignor's rights to receive the TIF Payments thereunder, it being understood and agreed that, if and when the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If a default occurs under the Loan Documents beyond any applicable notice and cure period (an **"Event of Default"),** then Lender may at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Assignor's rights and obligations under the Development Agreement, in which case Lender shall have all of the rights and obligations of Assignor under the Development Agreement from. and after the date of notice to the City. Prior to the occurrence of an Event of Default and the written

election by Lender to assume Assignor's rights and obligations under the Development Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Assignor under the Development Agreement. Nothing herein constitutes a release by the City of Assignor from its obligations under the Development Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the Developer Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the Development Agreement.

3. Performance of Assignor. Assignor shall faithfully abide by, perform and discharge each of Assignor's obligations, covenants and agreements under the Development Agreement and shall take such actions as may be necessary or required under the Development Agreement to cause the Minimum Investment in the Project and the prompt commencement of TIF Payments to Borrower thereafter. Without the prior written consent of Lender, Assignor shall not (a) modify or in any way alter the terms of the Development Agreement, (b) pledge or assign the Development Agreement, (c) waive any of its rights under the Development Agreement, (d) terminate or surrender the Development Agreement, or (d) cause or permit the TIF Payments to be made to any party but Borrower of Lender. Developer hereby acknowledges and agrees and directs the City that all TIF Payments shall be paid to Borrower (not to Developer).

4. TIF Loan Proceeds. Borrower shall, immediately upon receipt of any TIF Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the TIF Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

5. **Grant Loan Proceeds.** Borrower shall, immediately upon receipt of any Grant Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the Grant Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

6. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of Assignor under the Development Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

7. Representations and Covenants. Assignor represents and warrants that (a) Assignor has the full right to collaterally assign the Development Agreement; (b) the Development Agreement is valid, is in full force and effect and has not been modified or amended; (c) Lender shall have a first priority lien and security interest in and to the Development Agreement

and the TIF Payments, there are no outstanding assignments or pledges of the Development Agreement or TIF Payments and Assignor shall not make any further assignments or pledges of the Development Agreement or TIF Payments during the term of the loans without the consent of Lender; and (e) there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement.

8. Authorization. Upon an Event of Default, Assignor irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Assignor's name or in Lender's name, or otherwise, to enforce all rights of Assignor under the Development Agreement, and such power, being coupled with an interest, is irrevocable.

9. No Liability For Lender. Subject to the Provisions of Section 2, Lender shall not be obligated to perform or discharge and does not by this Assignment, undertake to perform or discharge any obligation, duty or liability under the Development Agreement.

10. Assignor Holds Lender Harmless. Assignor shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the Development Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Assignor shall reimburse Lender for such amounts immediately upon demand.

11. Security Interest in Agreements. In addition, Assignor hereby grants to Lender a security interest in Assignor's right, title, and interest in the Development Agreement and the TIF Payments, if and to the extent that a security interest may be granted therein under the Uniform Commercial Code, and Assignor acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

12. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall insure to the benefit of Lender, its successors and assigns. Assignor shall not assign its obligations or interests under the TIF Agreement or under this Assignment without Lender's prior written consent.

13. Governing Law. This Assignment shall be governed by the laws of the State of Iowa.

14. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

15. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents, and, with respect to Assignor, shall be sent to the following address: c/o Bellevue State Bank, 200 S 2nd Street, Bellevue, Iowa 52031.

16. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

Dated as of the date first set forth above.

ASSIGNOR:

HITZLER RENTAL, LLC

By: Timothy Hitzler, Manager of Hitzler Rental, LLC

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 27th day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy Hitzler and acknowledged said execution of the instrument to be his/her voluntary act and deed.

IAN C HATCH
Notarial Seal - Iowa
Commission Number 827446
My Commission Expires Nov 12, 2026

Notary Public in and for
Dubuque County, Iowa

Lender:

Bellevue State Bank

By: Richard H. Prull, Executive Vice President

STATE OF IOWA)
) SS
COUNTY OF JACKSON)

On this 23rd day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard H. Prull and acknowledged said execution of the instrument to be his/her voluntary act and deed.

BRANDT MOORE
Commission Number 836995
My Comm. Exp. 1/29/2028

Notary Public in and for
Jackson County, Iowa

CONSENT OF CITY
AND ESTOPPEL

THIS CONSENT OF CITY AND ESTOPPEL is made by the City of Dubuque (the "City") for the benefit of Bellevue State Bank ("Lender") with respect to that certain Development Agreement, dated October 20, 2025, between Hitzler Rental, LLC **("Borrower/Developer" further known as "Assignor"),** and the City (the "TIF Agreement").

1. Payment Direction. Upon written request of Lender, City agrees to make all Economic Development Grants (TIF Payments) (as defined in the Development Agreement) directly to Lender at the following address: Bellevue State Bank, 200 S 2nd St, Bellevue, Iowa 52031 until Lender further notifies the City that the Obligations have been paid in full and the Assignment terminated.

2. Consent to Assignment. The City hereby consents to the foregoing Collateral Assignment of Development Agreement (the "Assignment") and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Assignor's rights and obligations under the Development Agreement, the City shall continue to perform its obligations under the terms of the TIF Agreement in the manner specified in the therein as if Lender were originally a party to the Development Agreement. Lender's obligations under the foregoing Assignment are not personal obligations or binding on any of Lender's assets, except Lender's interest in the Property, if any.

3. No Release. Nothing in the foregoing Assignment constitutes a release by the City of Assignor from its obligations under the Development Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the Development Agreement.

3. Notice and Cure Rights. The City shall provide Lender with copies of any notices given to Assignor under the Development Agreement, in the same manner and at the same time as required thereunder to the following address: Bellevue State Bank, 200 S 2nd St, Bellevue, Iowa 52031. City agrees that Lender shall have the right to cure any default by Assignor under the Development Agreement and City agrees to accept any cure of such a default by Lender as if such cure were tendered or performed by Assignor.

4. Estoppel. City represents and warrants to Lender that as of the date hereof: (i) the Development Agreement is and remains in full force and effect, (ii) no default currently exists under the Development Agreement and no condition exists which, with the passage of time, would constitute a default under the Agreement or would prevent the payment of the Econimic Development Grants in accordance with the Development Agreement.

5. No Amendment. City agrees that it shall not, without the prior written consent of the Lender, amend or modify or consent to any modification or amendment of the Development Agreement.

6. Conflict. Assignor acknowledges that City's consent is granted only insofar as said terms and conditions do not conflict with the terms of the Development Agreement. Any conflict between the terms of the Assignment and Development Agreement shall be resolved pursuant to the language of the Development Agreement.

CITY OF DUBUQUE

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXIDBIT A

LEGAL DESCRIPTION

Lot 1 of Lot 1 of Lot 5 in Kiene & Altman's Subidivison; and Lot of Lot 239 in Davis Farm, a part of Dubuque; in the City of Dubuque, Iowa, according to the recorded plat thereof,

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 to approve a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC to Bellevue State Bank, LLC, for the property located at 2541 Central.

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 2nd day of February, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

Ian C. 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

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC, TO BELLEVUE STATE BANK FOR PROPERTY AT 2541 CENTRAL

Whereas, the City of Dubuque, Iowa (City), and Hitzler Rental, LLC entered into a Development Agreement (the "Agreement") dated October 20, 2025; and

Whereas, the Agreement provides for certain incentives to Hitzler Rental, LLC for the completion of the Minimum Improvements; and

Whereas, Hitzler Rental, LLC intends to assign the rights to those certain incentives as collateral to Bellevue State Bank under a Collateral Assignment of Development Agreement attached hereto; and

Whereas, the City Council of the City of Dubuque finds that consent to the Collateral Assignment of Development Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Collateral Assignment of Development Agreement by and between Hitzler Rental, LLC and Bellevue State Bank, to be held on the 16th day of February, 2026 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Collateral Assignment of Development Agreement by and between Hitzler Rental, LLC and Bellevue State Bank

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four

days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of February, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
February 2, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Levi & Sullivan Storm Sewer Extension Project - Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for February 16, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $122,523.00 for the Levi & Sullivan Storm Sewer Extension Project through the adoption of the attached resolution. **RESOLUTION** Levi & Sullivan 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
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for February 16, 2026

ATTACHMENTS:

1. MVM Memo Levi & Sullivan Storm Sewer Extension Project Set Public Hearing
2. 2026-01-22_Levi&SullivanStm-InitiateMemo
3. Levi&SullivanStm - Council Initiate Set PH RESOLUTION
4. Levi&SullivanStm - Notice of Hearing

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Levi & Sullivan Storm Sewer Extension Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500043

DATE: January 22, 2026

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for February 16, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $122,523.00 for the Levi & Sullivan Storm Sewer Extension Project through the 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
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
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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 22, 2026

SUBJECT: Levi & Sullivan Storm Sewer Extension Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500043

INTRODUCTION
This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on February 16, 2026, for the Levi & Sullivan Storm Sewer Extension Project.

DISCUSSION
This project includes extending 440 feet of storm sewer along Sullivan Street and installing 1,080 feet of drain tile along Sullivan Street and Levi Street to resolve ongoing sump pump drainage issues in the area. Currently, sump pumps discharge directly onto the roadway near the intersection of Sullivan and Levi Streets, creating persistent icing and algae problems for nearby residents. This location has become a recurring winter maintenance concern for the Public Works Department. The planned storm sewer extension will also improve the collection of surface water flowing down Sullivan Street, enhancing overall drainage and safety.

PROJECT SCHEDULE
The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	February 2, 2026
Publish Notice to Bidders, Advertise for Bids	February 4, 2026
Pre Bid Meeting	February 16, 2026
Public Hearing on Plans & Specifications	February 16, 2026
Receipt of Bid Proposals (Bid-Letting)	February 19, 2026
Award Construction Contract	March 2, 2026
Substantial Completion	August 1, 2026
Final Project Completion Date	August 31, 2026

RECOMMENDATION
I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Levi & Sullivan Storm Sewer Extension 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 Levi & Sullivan Storm Sewer Extension Project is summarized as follows:

Description	Estimate
Construction	$ 122,523.00
Contingency (10%)	$ 12,252.30
Engineering (10%)	$ 12,252.30
Total Project Cost	**$ 147,027.60**

The construction of the Levi & Sullivan Storm Sewer Extension Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5586500043	Levi & Sullivan Intersection SS Ext	$100,000.00
Total Project Funding		**$ 100,000.00**

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Future Budget Amendment Project Contingency Funding		
5586500001	Storm Sewer Replacements	$ 47,027.60

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for February 16, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Levi & Sullivan Storm Sewer Extension Project 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, 50 W. 13th Street, 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.

LEVI & SULLIVAN 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

Whereas, the Levi & Sullivan Storm Sewer Extension Project will provide for the extension of 440 feet of storm sewer along Sullivan Street and installation of 1,080 feet of drain tile along Sullivan Street and Levi Street to resolve ongoing sump pump drainage issues in the area. Currently, sump pumps discharge directly onto the roadway near the intersection of Sullivan and Levi Streets, creating persistent icing and algae problems for nearby residents. This location has become a recurring winter maintenance concern for the Public Works Department. The planned storm sewer extension will also improve the collection of surface water flowing down Sullivan Street, enhancing overall drainage and safety.

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 Levi & Sullivan Storm Sewer Extension Project in the estimated construction amount $122,523.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 16th 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 Levi & Sullivan Storm Sewer Extension 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 City Engineer 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 2nd day of March 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this _____ day of _____, 2026.

_____
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 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 to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Levi & Sullivan Storm Sewer Extension Project.

The scope of the Project is as follows: This project includes extending 440 feet of storm sewer along Sullivan Street and installing 1,080 feet of drain tile along Sullivan Street and Levi Street to resolve ongoing sump pump drainage issues in the area. Currently, sump pumps discharge directly onto the roadway near the intersection of Sullivan and Levi Streets, creating persistent icing and algae problems for nearby residents. This location has become a recurring winter maintenance concern for the Public Works Department. The planned storm sewer extension will also improve the collection of surface water flowing down Sullivan Street, enhancing overall drainage and safety.

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 2nd day of February 2026.

_____
Adrienne N. Breitfelder, City Clerk

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February 2, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Mayoral Selection of Appointment to the Civil Service Commission

SUMMARY: *Iowa Code §400.1 requires publication of the name(s) of person(s) selected by the Mayor for appointment to the Civil Service Commission no less than thirty days prior to a vote by the city council. Vote on appointment to occur at the March 16, 2026, city council meeting.*

Civil Service Commission
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.

SUGGUESTED DISPOSITION:

ATTACHMENTS:
1. Overview Sheet
2. Civil Service Commission Applicants
3. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, February 2, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

MAYORAL SELECTION OF APPOINTMENT TO THE CIVIL SERVICE COMMISSION

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

Civil Service Commission
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.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

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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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:	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
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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

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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: 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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To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: 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:	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

Email not displaying correctly? View it in your browser.

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

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February 2, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 2.

ITEM TITLE: Boards and Commission Appointments

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

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. Community Development Advisory Commission Applicant
3. Long Range Planning Advisory Commission Applicant
4. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, February 2, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

MAYORAL SELECTION OF APPOINTMENT TO THE CIVIL SERVICE COMMISSION

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

Civil Service Commission
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.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

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.

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

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.
General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	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

Email not displaying correctly? View it in your browser.

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

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.
General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- 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

Email not displaying correctly? View it in your browser.

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

Copyrighted
February 2, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	7800 Chavenelle Building Remodel Project Public Hearing
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve of the plans, specifications, form of contract, and estimated cost of $710,000 for the 7800 Chavenelle Building Remodel Project through adoption of the attached resolution, and City Manager recommending approval. **RESOLUTION** 7800 Chavenelle Building Remodel Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 7800 Chavenelle Building Remodel - Council Staff Public Hearing MEMO
3. 7800 Chavenelle Building Remodel - PH Approve Plans Specs Contract Cost 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: 7800 Chavenelle Building Remodel Project
Public Hearing
Project No. 7462000003

DATE: January 21, 2026

Assistant City Engineer Robert Schiesl and Chief Financial Officer Jenny Larson are recommending City Council approval of the plans, specifications, form of contract, and estimated cost of $710,000 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
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Joe Pregler, Chief Information Officer
Tony Breitbach, Purchasing and Risk Manager
Jim Bousley, Project Manager

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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
Public Hearing
Project No. 7462000003

DATE: January 22, 2026

INTRODUCTION

This memorandum requests the City Council conduct a public hearing 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 the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 7800 Chavenelle Building Remodel 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 the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost 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

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

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, adding hallway storage, modifications to existing conference rooms, modifying workstation cubicles, and expanding the security access control system; and

WHEREAS, the City Council, by Resolution No. 18-26, dated the 20th day of January, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the 7800 Chavenelle Building Remodel Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 2nd day of February, 2026 on the plans, specifications, form of contract, and estimated cost for the 7800 Chavenelle Building Remodel Project.

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

Section 1. That the attached plans, specifications, form of contract and estimate of total cost for the 7800 Chavenelle Building Remodel Project in the estimated construction amount of $ 710,000, are hereby approved.

Passed, approved and adopted this __2nd__ day of __February__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
February 2, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Public Hearing to approve the First Amendment of the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council 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), and City Manager recommending approval. **RESOLUTION** Approving 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)

ATTACHMENTS:

1. MVM Memo Public Hearing First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and BUNGE USA Grain, LLC
2. Bunge (Viterra) Staff Memo for Holding a Public Hearing
3. First Amendment to Amended and Restated Lease Agreement with Exhibits - 1.14.2026
4. Bunge (Viterra) First Amendment to the Amended and Restated Lease PH Resolution

THE CITY OF DUBUQUE
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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: Public Hearing to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and BUNGE USA Grain, LLC

DATE: January 22, 2026

City Engineer Gus Psihoyos is recommending City Council 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).

In reviewing the Amended and Restated Lease Agreement that was approved on May 5, 2025, it was noticed that the Amended and Restated Lease Agreement did not include the exhibits that were in the original Lease Agreement. This First Amendment is to include those exhibits in the Amended and Restated Lease Agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager
Barry Lindahl, Senior Counsel
Tracy Schadle, Administrative Support Professional

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: February 2, 2026

RE: Public Hearing to approve the 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 conduct a public hearing 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 Amended and Restated Lease Agreement did not include the exhibits that were in the original Lease Agreement. This First Amendment is to include those exhibits in the Amended and Restated 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 conduct a public hearing 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



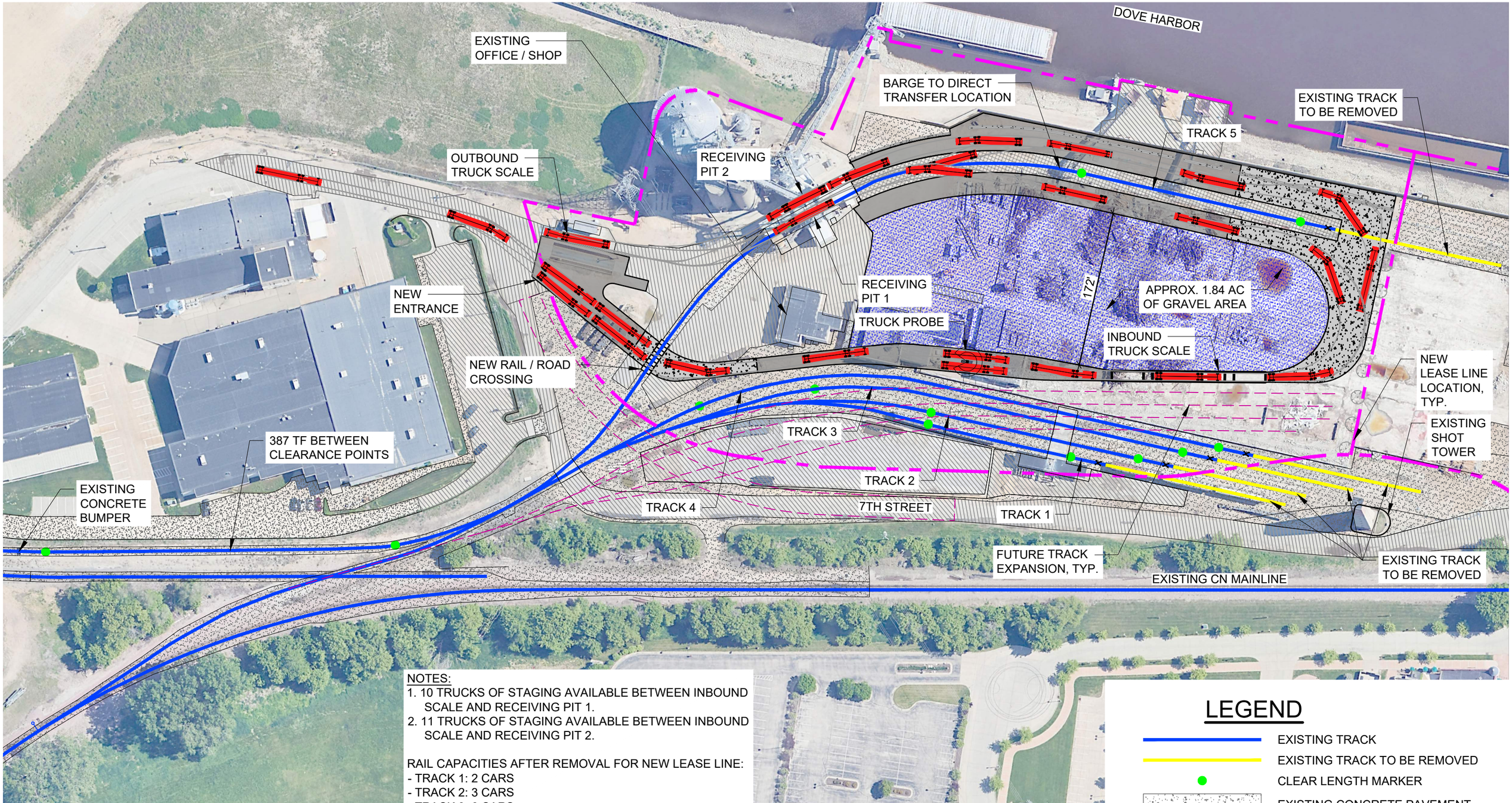
EXHIBIT A-1

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







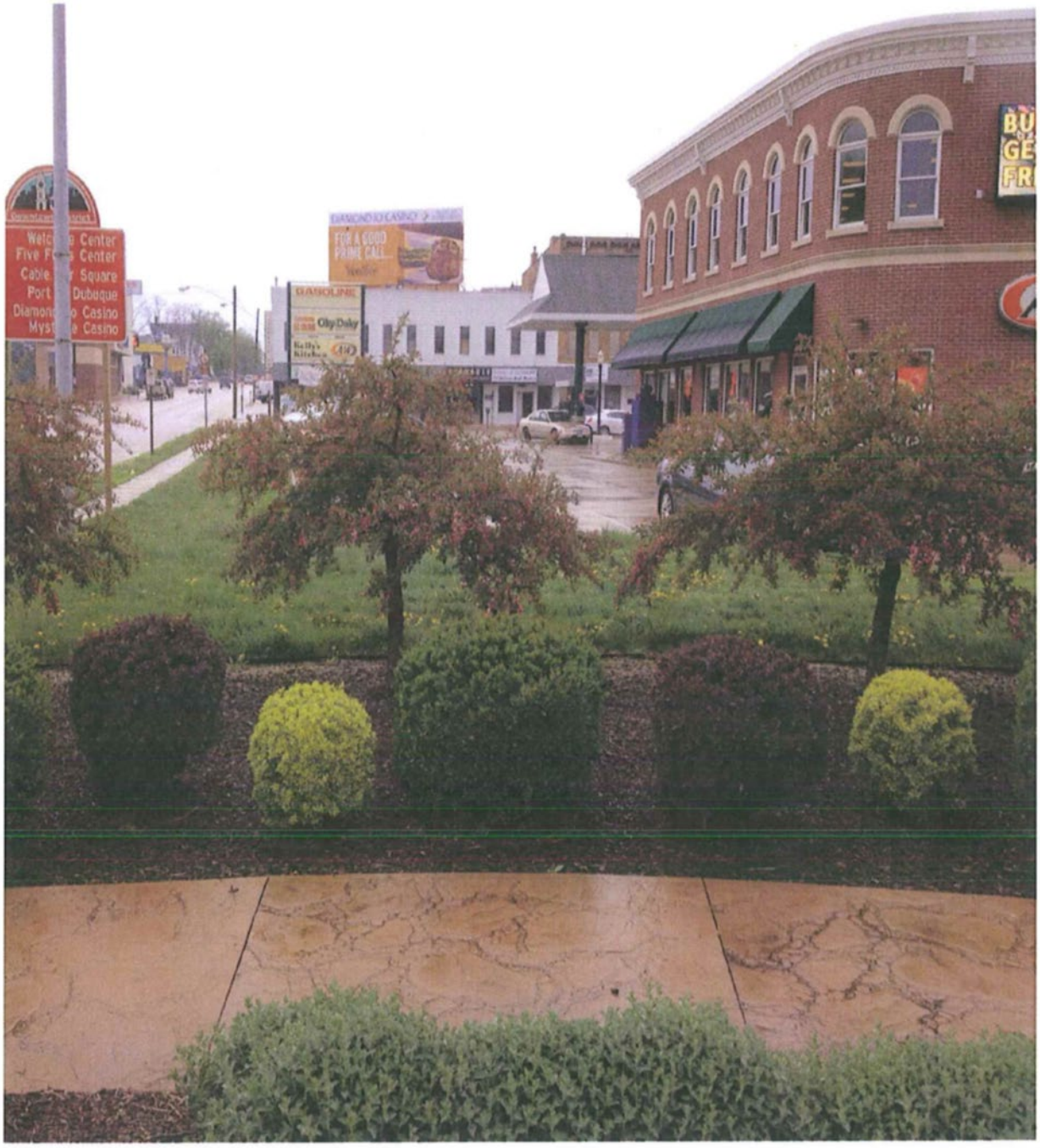

FOR A GOOD PRIME CALL
GASOLINE
Oky Doky

EXHIBIT D

EXISTING STORM SEWER – PROPOSED 7TH STREET ALIGNMENT

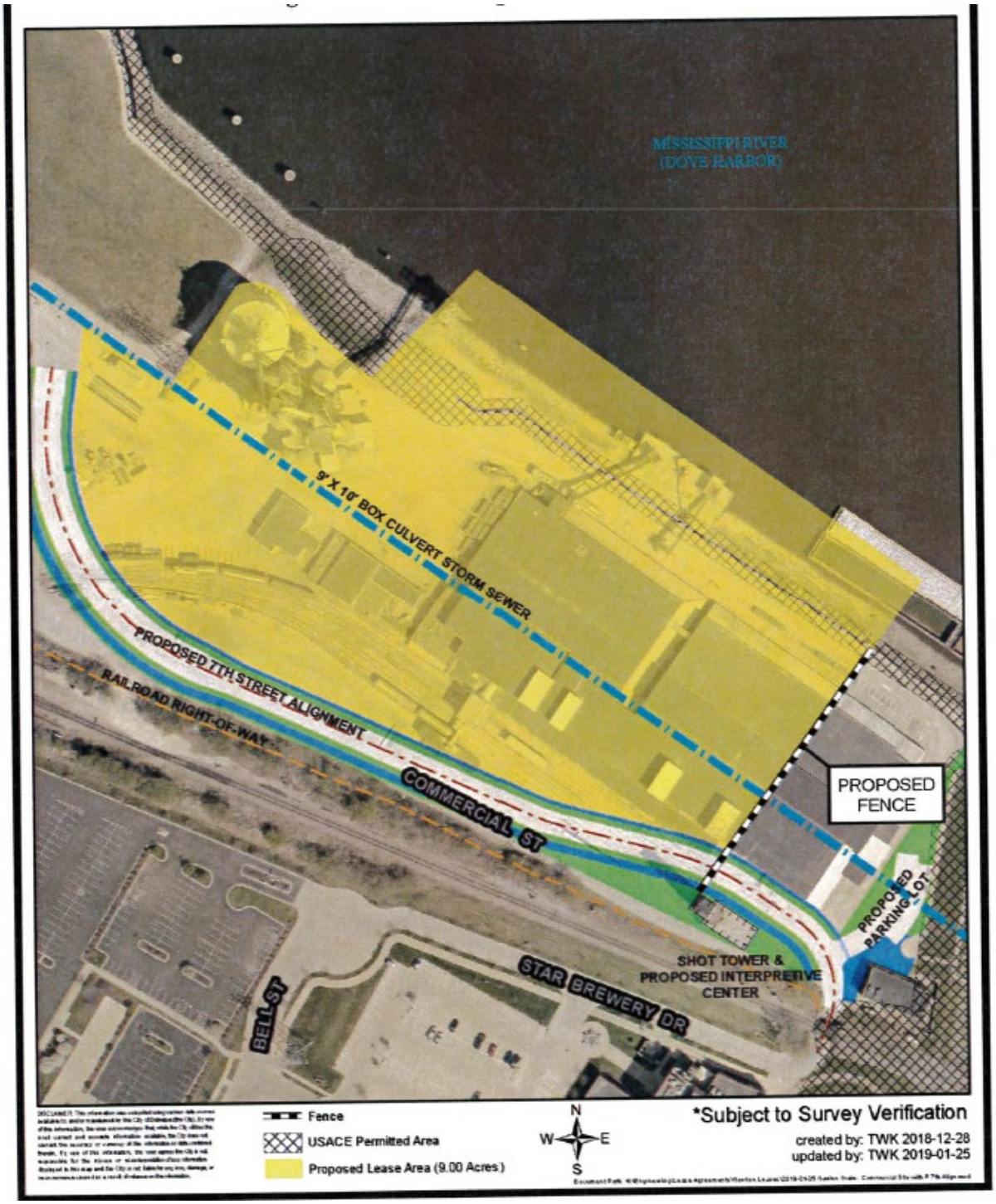
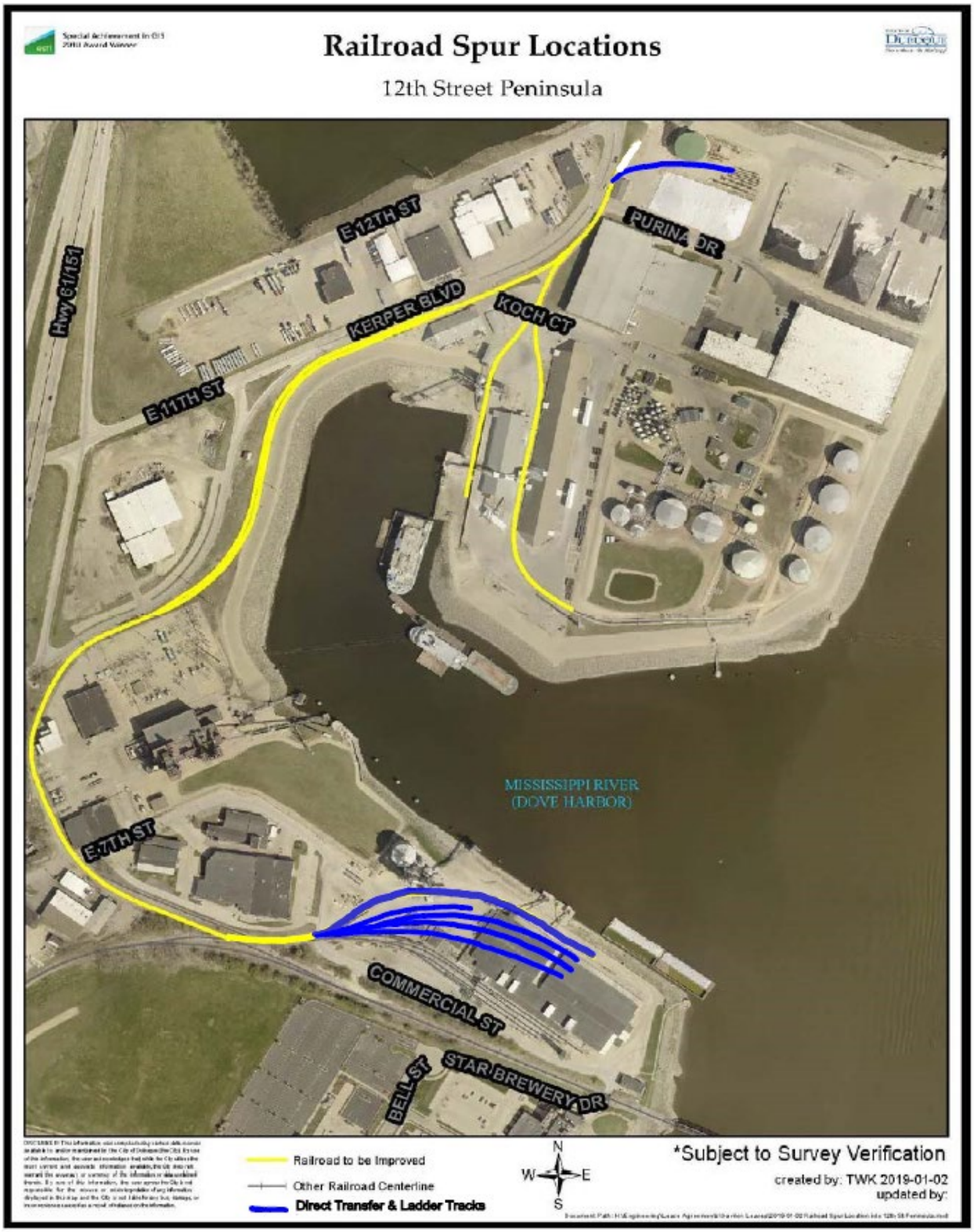


EXHIBIT E

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

APPROVING 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 an Amended and Restated Lease Agreement dated May 5, 2025, with Bunge USA Grain, LLC (f/k/a Viterra Grain, LLC) (BUNGE) under which BUNGE leases the 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; and

WHEREAS, BUNGE and City wish to amend the Amended and Restated Lease Agreement with the First Amendment to Amended and Restated Lease Agreement attached hereto; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed the First Amendment to the Amended and Restated Lease Agreement on February 2, 2026; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the First Amendment to the Amended and Restated Lease Agreement.

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

Section 1. The First Amendment to the Amended and Restated Lease Agreement attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the First Amendment to the Amended and Restated Lease Agreement on behalf of the City of Dubuque.

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

Attest: _____
Brad M. Cavanagh, Mayor

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	City Assessor Assessed and Taxable Valuations Presentation
SUMMARY:	City Assessor Troy Patzner will make a presentation on the 2025 assessed and taxable valuations.
SUGGUESTED DISPOSITION:	Receive and File; Presentation

ATTACHMENTS:

1. Presentation

2025 Assessed and Taxable Value Presentation

February 2, 2026

Troy Patzner, Dubuque City Assessor

Tax Cycle Timing

- Jan 1, 2025 - **Assessed Values** set for changes made to properties in calendar year 2024, including mandatory bi-annual revaluation
- July 1, 2025, to June 30, 2026 - Ownership and accrual period
- November 01, 2025 - Assessment Limitations ("Rollback") set for each class by Iowa Dept. of Revenue; Auditors can now calculate **Taxable Values**
- January to April 2026 - Budgetary hearings to determine revenue needs, and by extension, levy rates
- March 15, 2026 -Auditor mails out budgetary statement/public hearings date letter to owners (IA Code 24.2a)
- April 30, 2026 - Budget Deadline per S.F. 718 (2023)
- July/August 2026 - Tax bills are calculated, mailed to owners
- September 2026/March 2027 - 1st half / 2nd half taxes due

What Causes Taxes to Change for a Property?

- Changes in governmental spending needs (levy rates)
- Changes to credits and/or exemptions
- Assessed Value changes for parcel(s) including new construction, revaluation, or credit/exemption eligibility
- Legislature "shifts" tax burden between classes of property
  Example: Homestead 65+ Exemption
  - Agricultural
  - Residential/Res3+
  - Commercial
  - Industrial
  - Utilities and Railroads

What Causes Assessment Changes?

(Revaluation versus New Construction)

- Revaluation changes tend to be related to:
  - Bi-annual **Equalization** process (odd numbered years)
  - Reappraisal review
  - Jurisdiction-wide changes; based on statistics, review, and *can* be more subjective in nature ("market changes")

- New Construction changes are typically recent physical changes to a property ("hammer and nails")

Legislation mandates the auditor to file a report with the Department of Management indicating if assessed value changes were made due to revaluation or new construction--IA Code 331.510 (4)

Equalization Process

- Iowa law requires that all real property be reassessed every two years in the odd numbered years.
- The Iowa Department of Revenue (IDR) compares values to a sales assessment ratio study for residential, residential 3+ and commercial classed properties. The assessment ratio is the assessed value divided by the sales price.
- If the assessment (by property class) is not between 95%-105% of the median sales ratio, the Iowa Department of Revenue adjusts the assessment with an **Equalization Order** to reach 100% of actual value.
- The Dubuque City Assessor's office revalued each of those property classes for 2025 so the median sales ratio would be within the parameters required by law, thus an equalization order by the IDR was not needed.

Residential Properties

- Residential values increased in the City of Dubuque along with the rest of the state due to a continued strong real estate market.

- The market adjustments for 2025 were not as high as the 24% average value increases in 2023.

- Value Changes due to Revaluation (“Market Value”)
  - Dubuque City Residential: **+ 8.4%**
  - Dubuque City Residential 3+: **+ 11.8%**

Before Revaluation

Dubuque City Assessor

Sales Ratio Group Statistics

Study Name 2024 Sales
Study Date 01/01/2024-12/31/2024
Table Basis Historical (VOS)

PDFs 1
Time Adj. None
NUTC 0,000

Group Tally Number of sales in group = **713** Deeds: 713; Contracts: 0; Other: 0

	Low Assd Value	Mean	High Assd Value	Total
Sale Price	**37,000**	**240,833**	**2,117,091**	**171,713,798**
Land Value	0	0	0	0
Improvement Value	0	0	0	0
Total Assd Value	**34,500**	**215,963**	**2,236,800**	**153,981,500**

Low PIN 1012380005 High PIN 1022107008

Statistical Measures

High Ratio	503.43
Low Ratio	44.43
Weighted Mean	89.67
Mean	91.08
Median	**89.86**
Coefficient of Dispersion - Median	**13.01**
Coefficient of Variance - Mean	26.88
Price Related Differential (PRD)	**1.02**
Price Related Bias (PRB)	**-0.036**

After Revaluation

Dubuque City Assessor

Sales Ratio Group Statistics

Study Name	2024 Sales	**PDFs**	1
Study Date	01/01/2024-12/31/2024	**Time Adj.**	None
Table Basis	Historical (PrYr 2025)	**NUTC**	0,000

Group Tally Number of sales in group = **713** Deeds: 713; Contracts: 0; Other: 0

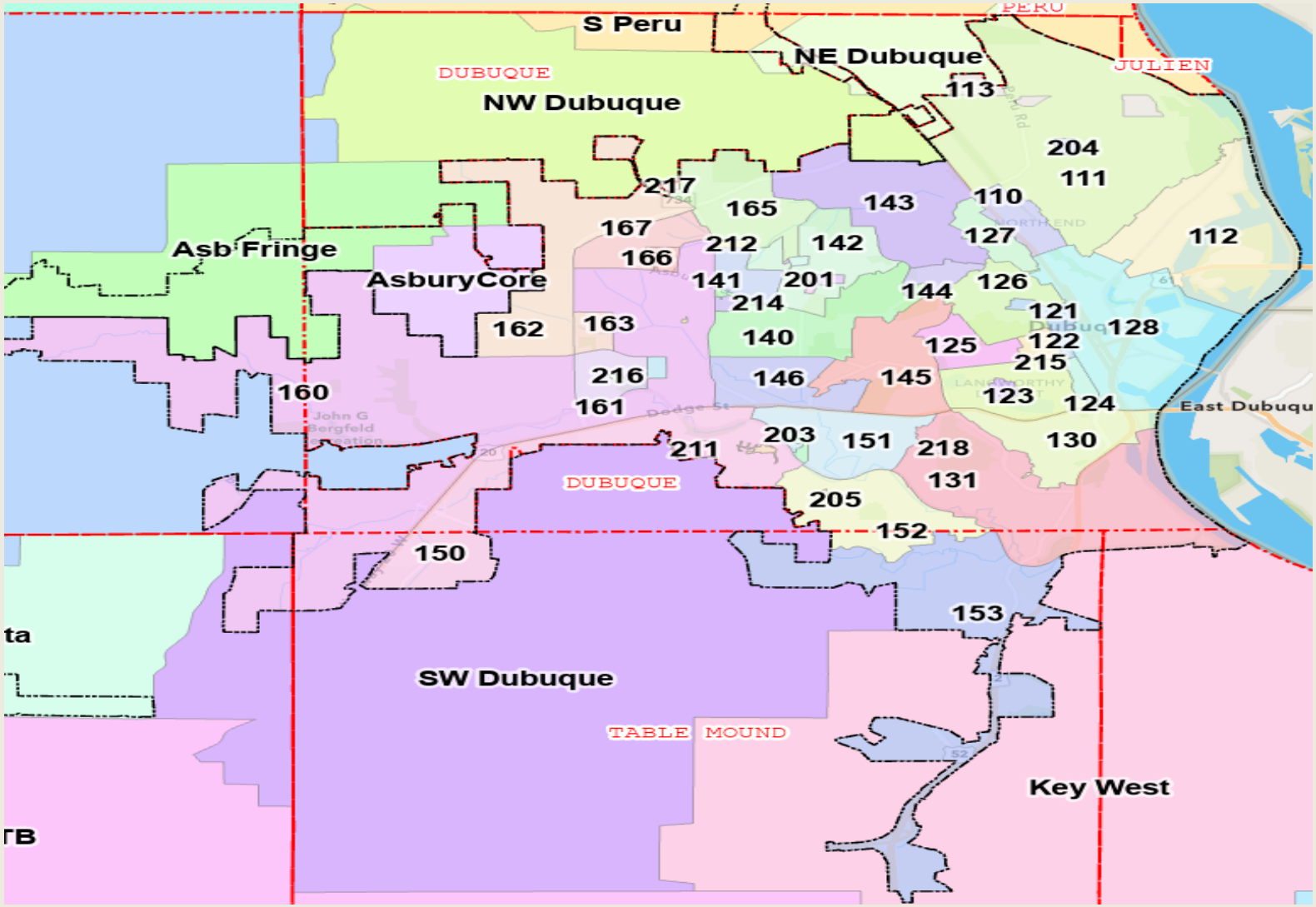
	Low Assd Value	Mean	High Assd Value	Total
Sale Price	**30,000**	**240,833**	**2,117,091**	**171,713,798**
Land Value	0	0	0	0
Improvement Value	0	0	0	0
Total Assd Value	**25,500**	**239,635**	**2,524,800**	**170,859,400**

Low PIN 1024127009 High PIN 1022107008

Statistical Measures

High Ratio	438.86
Low Ratio	18.14
Weighted Mean	99.50
Mean	101.80
Median	**99.77**
Coefficient of Dispersion - Median	**8.61**
Coefficient of Variance - Mean	20.96
Price Related Differential (PRD)	**1.02**
Price Related Bias (PRB)	**-0.074**

Residential Map Areas



Map Area Before Revaluation

Map Area Strata w/Factor		# of Sales	% of Total	Median Ratio	COD Median	Mean Ratio	P.R.D.
110	0.830	26	3.65	94.96	22.22	98.61	1.10
111	0.900	54	7.57	88.94	12.74	91.74	1.03
112	0.890	31	4.35	90.19	27.84	101.00	1.15
120	0.970	40	5.61	85.38	13.78	84.62	0.99
121	0.850	6	0.84	72.53	16.83	77.88	1.08
122	0.860	5	0.70	104.59	19.88	101.23	1.03
123	0.970	5	0.70	92.50	9.92	91.01	1.02
124	0.990	2	0.28	68.63	8.31	68.63	1.01
125	0.950	24	3.37	92.27	8.09	91.40	1.00
126	0.940	27	3.79	92.43	25.84	104.89	1.10
127	0.900	12	1.68	87.55	17.88	85.91	1.03
128	0.880	30	4.21	77.55	19.86	78.30	0.96
130	0.980	30	4.21	85.09	9.46	86.04	1.01
131	1.000	39	5.47	90.60	9.16	89.82	1.01
140	0.980	37	5.19	91.00	10.76	90.85	1.01
141	1.000	23	3.23	88.46	9.63	90.20	0.96
142	0.940	20	2.81	89.13	8.52	91.98	1.01
143	0.920	26	3.65	89.86	5.97	91.01	1.01
144	0.890	4	0.56	94.84	10.66	92.96	1.01
145	1.020	46	6.45	86.13	13.10	87.94	1.01
146	1.000	11	1.54	90.13	9.75	90.06	1.00
150	0.920	9	1.26	88.34	8.88	91.18	1.01
151	0.990	6	0.84	99.76	25.19	114.94	1.16
152	0.950	19	2.66	91.93	5.42	91.81	1.00
153	0.940	5	0.70	93.53	12.49	84.34	0.97
160	1.000	57	7.99	86.90	12.09	92.65	1.03
161	0.970	9	1.26	94.40	6.95	91.09	1.00
162	0.960	21	2.95	89.98	8.26	90.99	1.00
163	0.980	6	0.84	87.19	9.35	89.21	1.01
165	0.930	12	1.68	92.44	8.66	91.44	0.99
113	0.900	18	2.52	94.57	7.75	94.47	1.00
154	0.980	10	1.40	91.18	8.23	89.80	1.02
Strata Totals.....		**713**	**100.00**	**89.86**	**13.01**	**91.08**	**1.02**

Map Area After Revaluation

Map Area Strata w/Factor		# of Sales	% of Total	Median Ratio	COD Median	Mean Ratio	P.R.D.
110	0.830	26	3.65	100.55	15.24	109.33	1.06
111	0.900	54	7.57	99.64	7.26	100.14	1.01
112	0.890	31	4.35	99.63	22.64	116.29	1.14
120	0.970	40	5.61	100.46	9.93	104.74	1.01
121	0.850	6	0.84	98.34	23.80	116.81	1.11
122	0.860	5	0.70	95.52	15.91	101.47	1.04
123	0.970	5	0.70	98.75	3.92	96.69	1.01
124	0.990	2	0.28	94.00	1.02	94.00	1.00
125	0.950	24	3.37	100.91	11.85	106.76	1.05
126	0.940	27	3.79	100.00	12.97	106.27	1.03
127	0.900	12	1.68	99.00	7.49	99.86	1.01
128	0.880	30	4.21	100.23	8.38	97.86	1.00
130	0.980	30	4.21	99.92	5.45	99.62	1.00
131	1.000	39	5.47	99.72	7.59	97.61	1.02
140	0.980	37	5.19	100.47	8.68	102.33	1.01
141	1.000	23	3.23	99.00	7.81	100.72	0.96
142	0.940	20	2.81	100.82	6.98	101.98	1.01
143	0.920	26	3.65	100.27	5.76	102.03	1.01
144	0.890	4	0.56	97.25	5.76	97.96	1.01
145	1.020	46	6.45	100.00	7.76	101.37	1.01
146	1.000	11	1.54	100.57	6.44	100.43	1.00
150	0.920	9	1.26	99.49	8.76	97.84	1.02
151	0.990	6	0.84	99.35	10.76	106.79	1.08
152	0.950	19	2.66	100.51	3.70	99.29	1.00
153	0.940	5	0.70	100.20	3.10	100.08	1.00
160	1.000	57	7.99	99.94	7.22	102.15	1.01
161	0.970	9	1.26	99.91	4.45	99.29	1.00
162	0.960	21	2.95	99.66	5.41	98.20	1.00
163	0.980	6	0.84	98.83	2.88	100.37	1.00
165	0.930	12	1.68	100.01	5.50	99.00	1.00
167	0.910	8	1.12	95.38	5.74	95.76	1.01
113	0.900	18	2.52	99.16	6.05	97.23	1.00
154	0.980	10	1.40	98.04	5.40	97.48	1.00
Strata Totals.....		**713**	**100.00**	**99.77**	**8.61**	**101.80**	**1.02**

Total Living Area Strata

TLA or GBA Strata	# of Sales	% of Total	Before Median Ratio	After Median Ratio
0 - 249	1	0.14	93.24	100.54
250 - 499				
500 - 749	13	1.82	84.59	93.03
750 - 999	76	10.66	86.55	100.41
1,000 - 1,249	194	27.21	89.19	99.01
1,250 - 1,499	193	27.07	88.33	99.34
1,500 - 1,749	102	14.31	90.44	99.91
1,750 - 1,999	42	5.89	93.86	101.99
2,000 - 2,249	37	5.19	93.64	101.31
2,250 - 2,499	26	3.65	92.19	101.28
2,500 - 2,749	11	1.54	92.50	98.75
2,750 - 2,999	2	0.28	100.98	176.39
3,000 - 3,249	4	0.56	92.05	103.39
3,250 - 3,499	3	0.42	92.07	99.89
3,500 - 3,749	1	0.14	90.18	99.41
3,750 - 3,999	3	0.42	99.49	106.51
4,000 - 4,249	1	0.14	98.12	100.14
4,250 - 4,499				
4,500 - 4,749	2	0.28	72.59	95.86
4,750 - 4,999				
5,000 - 5,499				
5,500 - 5,999	1	0.14	96.75	101.12

Rollback – Residential

- State's Assessment Limitation, or "**Rollback**", plays a major role in tax calculations, working as a counter-balance to assessment increases by adjusting the *percentage* of an Assessed Value that becomes Taxable Value.

- The Rollback limits Taxable Value growth to 3% for the entire state for these classes of properties. ***The Rollback does not limit value changes on individual properties or by area***.

- 2025 Residential parcels receive a **44.5345%** Rollback factor, meaning Taxable Value is 44.53% of the Assessed Value.

- 2024 Residential rollback was 47.4316%.

Residential Property Example

(Average Single-Family Home Value)

	Assessed Value	Rollback	Taxable Value
Prior year (2024)	$184,500	47.43%	$87,500
Current year (2025)	$200,000	44.53%	$89,100
Change %	+8.4%	-6.1%	+1.8%

Commercial and Industrial Properties

- Commercial properties increased 15.6% due to the normal arms length sale transactions in Dubuque during 2024. *While no longer Commercial, apartments also saw larger increases based on sales prices versus prior assessments*.

- Per Senate File 619 (2021), the state-reimbursed "backfill" amount is reduced each year until depleted in FY 2029– the estimated backfill payment for FY 2026/27 is $292,705, down from $390,273 in the prior cycle (25% decrease).

- **Two-tier Assessment Limitations** – First $150,000 in Assessed Value for Commercial/ Industrial/Railroad properties have the same Rollback as Residential properties (44.53% in 2025).
  - Assessed Value above $150,000 has 90% Rollback for calculating taxable value.

Commercial & Industrial Property Example

Example of a **Two-tier** Limitation Taxable Value calculation

	Assessed Value	Rollback Calculation	Taxable Value
Prior year (2024)	$300,000	$150,000 x 47.43%	$ 71,145
		$150,000 x 90.00%	$135,000
			$206,145
Current year (2025)	$347,000	$150,000 x 44.53%	$ 66,795
		$197,000 x 90.00%	$ 177,300
			$ **244,095**
Change %	+15.7%		+18.4%

Assessed Value Added Due to New Construction

(Partially-exempt and properties in TIF districts are included)

Year	City of Dubuque	Other Cities	Rural Areas
2025	**$42,079,500**	$41,695,070	$45,028,040
2024	**$54,492,660**	$49,061,135	$36,382,270
2023	**$51,078,360**	$58,046,453	$23,976,498
2022	**$33,210,380**	$26,224,050	$52,872,183
2021	**$37,978,310**	$29,047,403	$42,285,300

2025 Total Assessed Value Changes

Classification	Change	Total
Residential & Ag Dwlgs	+ $341,881,440	$4,362,854,800
Residential 3+	+$101,083,721	$ 468,541,554
Commercial	+$236,896,451	$1,757,410,760
Industrial	+$ 13,995,850	$ 193,684,660
Agricultural Land & Bldgs	+$ 1,179,472	$ 5,963,000
Total All Classes	**+$695,036,934**	**$6,788,454,774**

Questions?

Troy W. Patzner

Dubuque City Assessor

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City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Attorney and City Manager sharing information regarding the Minimum Revenue Guarantee with Denver Air.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 1 CB MEMO MRG Memo_1-21-26 + Agmt
2. 2 MVM Memo Commercial Air Service Minimum Revenue Guarantee
3. 3 Airport Commission Chair Correspondence
4. 4 25_12_15 Commercial Air Service Minimum Revenue Guarantee
5. 5 25_12_04 Airport Commission Memo - Denver Air Service Update Autorizing TD to notify DA
6. 6 25_10_06 Commercial Air Service Minimum Revenue Guarantee
7. 7 25_09_15 Commercial Air Service Minimum Revenue Guarantee
8. 8 24_08_27 Com_. Packet
9. 9 23_10_02 Small Community Air Service Development (SCASD) Program
10. 10 original application and updated information SCASD
11. 2025 Goals and Priorities Handout
12. 2024 Goals and Priorities Handout
13. 2023 City Goals & Priorities Handout
14. 2022 Goals and Priorities Handout
15. Updated CB Memo_Uploaded 2.2.26

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:

DATE: **JANUARY 21, 2026**

RE: **OPEN RECORDS REQUEST FOR MINIMUM REVENUE GUARANTEE WITH DENVER AIR CONNECTION**

Background

The City of Dubuque Airport Commission and Library Board of Trustees operate with a level of independence and authority which are quite different than that of other boards and commissions. This is unique and specific to the Iowa Code.

The Airport Commission "has all of the powers in relation to airports granted to cities and counties under state law, except the powers to sell the airport." (Iowa Code § 330.21, included below). The City Council's control related to the Airport is limited to control of the Airport budget.

Contracts entered by The City of Dubuque by and through its duly authorized Airport Commission.

> 330.21 Powers — funds.
> 1. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport. The commission shall annually certify the amount of tax within the limitations of state law to be levied for airport purposes, and upon certification the governing body may include all or a portion of the amount in its budget.
>
> 2. All funds derived from taxation or otherwise for airport purposes shall be under the full and absolute control of the commission for the purposes prescribed by law, and shall be deposited with the county treasurer or city clerk to the credit of the airport commission, and shall be disbursed only on the written warrants or orders of the airport commission, including the payment of all indebtedness arising from

the acquisition and construction of airports and their maintenance, operation, and extension.

Open Records Request

When an open records request is submitted where some, or all, of the information may be confidential, staff convene and discuss. In some cases, other parties are included in the discussion. The discussion revolves around whether there are provisions of Iowa Code § 22.7 which allow for withholding or redacting portions of documents prior to disclosure.

In the event of a request for a contract with a vendor or service provider we notify the entity of the request and begin an interactive process to identify whether that entity asserts any of the information contained in the contract/agreement is protected under Iowa Code § 22.7. The requester is notified that the information is being reviewed under Iowa Code § 22.7. If the parties cannot agree on what is and is not confidential under Iowa Code § 22.7, the outside entity is given a deadline after which the City will release the information with the redactions, if any, the City believes are legally justified. Providing the deadline gives the outside party an opportunity to seek a court order prohibiting the City from releasing the information.

It has been asserted the City of Dubuque has refused to provide a copy of the Minimum Revenue Guarantee with Denver Air Connection. This is inaccurate. The City has indicated it must follow a process before releasing some or all of the requested document, and the City has continued to carry out that process.

The Denver Air Connection Minimum Revenue Guarantee includes a provision related to confidentiality and proprietary information. Upon notification of the request in this instance, Matt Skinner, on behalf of Denver Air Connection, asserted the Minimum Revenue Guarantee document was confidential in its entirety. The City disagreed and informed Mr. Skinner that if it could show the information was proprietary under the trade secret provisions of Iowa Code § 22.7, the City could redact those confidential portions of the document prior to public release, but the City could not withhold the document in its entirety. The process was outlined for Denver Air Connection and information shared on what happens if there is no agreement.

The parties began interacting to identify if there could be agreement under Iowa Code § 22.7. This involved meetings, emails, and phone calls spanning from October 3, 2025, through January 19, 2026.

Communications Re: October 3, 2025, Open Records Requests / Interactive Process on Iowa Code 22.7
October 7, 8, 9, 29, 30, 31
November 3, 4, 5, 13, 20, 21, 24, 25, 26
December 2
January 5, 6, 7, 9, 12, 13, 16, 19

Ultimately, the City and Denver Air Connection could not agree on which parts of the agreement qualified as trade secrets under applicable law. Mr. Skinner was informed that the information would be released on Wednesday, January 21, 2026. This allowed time for Denver Air Connection to pursue obtaining a court order prohibiting the City from releasing the information, if it so desired. If no court order is received by the end of business on January 21, 2026, the information will be released, with the redactions the City believes are authorized by state law, but without all the redactions requested by Denver Air Connection.

On January 21, 2026 the City was notified that Denver Air Connection would not be seeking a court order to stop release of the information. The Minimum Revenue Agreement will be provided to the requesters with limited redactions under Iowa Code Section 22.7.

Minimum Revenue Guarantee

A minimum revenue guarantee was entered into with Denver Air Connection in late 2024 to resume air service from Dubuque to Chicago. The City was a recipient of a $1,500,000 federal Small Community Air Service Development (SCASD) grant for which there was a required local match. Matching funds were provided by several entities in the effort to resume and maintain air service.

Airport Revenue Guarantee Funding:	
SCASD Grant Funding:	1,500,000.00
Local Match:	
Airport Guarantee CIP Funded by Urban Development Action Grant	150,000.00
Dubuque Chamber	100,000.00
GDDC	50,000.00
Dubuque County	50,000.00
Travel Dubuque	50,000.00
TOTAL SCASD Program and Grant Local Match:	1,900,000.00
Additional Funding:	
Travel Dubuque	500,000.00
*City of Dubuque FY25 General Fund Savings	1,356,521.22
City of Dubuque ARPA Funds	350,000.00
Dubuque Air	50,030.11
Total Funding	**4,156,551.33**
***FY 2026 Amendment 1, included $2.5 million for airport revenue guarantee (Approved by City Council on October 20, 2025)**	

The Airport paid the minimum revenue guarantee to Denver Air Connection, submitting reimbursement requests to the Department of Transportation (DOT), and was reimbursed by the DOT. Matching partners were invoiced for their contributions.

Financial Authority

As previously mentioned, the Airport Commission retains authority over the funds allocated to it by the City Council. The City Council's authority is solely related to allocation of budget funds.

The City budget contains several categorizations under state law related to revenue sources and activities by program for expenditures. The budget must contain estimates for each program's expenditure for the next fiscal year.

> 384.16 City budget.
> Annually, a city that has satisfied the requirements of section 384.22, subsection 3, and the applicable portions of chapter 24, shall prepare and adopt a budget, and shall certify taxes as follows:
>
> 1. a. A budget must be prepared for at least the following fiscal year. When required by rules of the committee, a tentative budget must be prepared for one or two ensuing years. A proposed budget must show estimates of the following:
>
> **(1) Expenditures for each program**.
> (2) Income from sources other than property taxation.
> (3) Amount to be raised by property taxation, and the property tax rate expressed in dollars per one thousand dollars assessed valuation.
>
> b. A budget must show comparisons between the estimated expenditures in each program in the following year, the latest estimated expenditures in each program in the current year, and the actual expenditures in each program from the annual reports as provided in section 384.22, or as corrected by a subsequent audit report. Wherever practicable, as provided in rules of the committee, a budget must show comparisons between the levels of service provided by each program as estimated for the following year, and actual levels of service provided by each program during the two preceding years. For each city that has established an urban renewal area, the budget shall include estimated and actual tax increment financing revenues and all estimated and actual expenditures of the revenues, proceeds from debt and all estimated and actual expenditures of the debt proceeds
> …..

The Iowa League of Cities has created a summary reference guide related to municipal budgets which outlines revenue sources and government activities by program. The guide is included on the next page.

The airport falls under the Public Works program for state budget purposes.

Revenue Sources	Government Activities by Program
Taxes – includes property taxes, Local Option Sales Taxes, hotel/motel, sales and Tax Increment Financing	**Public Safety** – police, fire, ambulance, animal control and other public safety services
Licenses and Permits – includes building and other permits	**Public Works**– roads, bridges, engineering, airport, snow removal and other services not included as an enterprise
Use of Money and Property – includes interest earning and building rents and leases	**Health & Social Services** – welfare assistance, mosquito
Intergovernmental – funds received from other governments such as Road Use Tax and grants	**Culture and Recreation** – library, arts, park and recreation, and other cultural activities
Charges for Services – fees generated from users of a service such as utility fees	**Community & Economic Development** – community beautification, housing, planning and zoning and economic development activities
Special Assessments – includes charges for city assessments such as street and sewer projects	**General Government** – mayor, council, clerk, attorney, city hall and other administrative
Miscellaneous Revenues – includes donations, refunds and internal service charges	**Debt Service**– principal and interest payments on bonds, notes and other debt obligations
Other Financing Sources – includes transfers and proceeds from sale of city assets or bond proceeds	**Capital Projects** – general government or Tax Increment Financing capital projects
	Business Type/Proprietary Activities – water, sewer and other utilities include all associated debt and capital projects

Source: https://iowaleague.org/resource/budget-process/

While the budget contains a significant portion of specific authorizations/budget line items, the categorical divisions outlined above must remain flexible to account for fluctuation in costs and expenditures. The fluctuation results from some planned projects going over budget and others coming in under budget. Often, at the end of a fiscal year there are unexpended, unencumbered cash balances on hand. Budget amendments are made pursuant to Iowa Code § 384.18 to permit the appropriation of those funds.

> 384.18 Budget amendment.
> 1. A city budget as finally adopted for the following fiscal year becomes effective July 1 and constitutes the city appropriation for each program and purpose specified therein until amended as provided in this section. A city budget for the current fiscal year may be amended for any of the following purposes:
>
> > a. To permit the appropriation and expenditure of unexpended, unencumbered cash balances on hand at the end of the preceding fiscal year which had not been anticipated in the budget.
> >
> > b. To permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation, and which had not been anticipated in the budget.
> >
> > c. To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund, unless specifically prohibited by state law.
> >
> > d. To permit transfers between programs within the general fund.
>
> 2. A budget amendment must be prepared and adopted in the same manner as the original budget, as provided in section 384.16, excluding the requirement for the mailing of individual statements under section 24.2A, and is subject to protest as provided in section 384.19, except that the committee may by rule provide that amendments of certain types or up to certain amounts may be made without public hearing and without being subject to protest. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30. The amendment of a budget after May 31, which is properly appealed but without adequate time for hearing and decision before June 30 is void.

The City of Dubuque does two (2) budget amendments annually. The budget is amended for City Council actions since the last budget adoption or the last budget amendment and includes items for which City Council has expressed support. In addition, the amendment includes budget carryovers to the new fiscal year.

In this specific instance, the Airport Commission hoped there would be unexpended, unencumbered funds available at the end of the fiscal year to cover additional revenue

guarantee payments. Unfortunately, there were not unexpended, unencumbered funds available within the Airport's budget allotment.

The City Council identified:

Air Service Future Strategy and Action Plan: Major Airline Hub Connections

as a Top Priority in 2024 for staff. The priorities are a City Council directive and authorization to the City Manager to take action steps toward accomplishing the goal. Once the SCASD grant, local match, and additional funds from others were depleted, the City Manager authorized the expenditure of Public Works Program dollars of $92,809.68 to close out the minimum revenue guarantee funds due to Denver Air Connection.

The FY26 budget was amended by the City Council on October 20, 2025, to include additional airport revenue guarantee support of $2.5 million. All but the $92,809.68 referenced above of the minimum revenue guarantee funds paid from City of Dubuque general funds were expended in FY26, after the FY26 Budget Amendment was adopted by the City Council. At no time was the Public Works state program spent beyond the budget prior to the amendment being approved by the City Council.

The prior section outlines the City Council authorization related to the Minimum Revenue Guarantee. The next section outlines the City Manager's authority for the $92,809.68 which was paid prior to the budget amendment adopted by the City Council.

Iowa Code § 372.8 outlines the City Manager's authorizations under our adopted form of government.

372.8 Council-manager form — supervision.
When a city adopts a council-manager-at-large or council-manager-ward form of government:
1. The city manager is the chief administrative officer of the city.

2. The city manager shall:
   a. Supervise enforcement and execution of the city laws.

   b. Attend all meetings of the council.

   c. Recommend to the council any measures necessary or expedient for the good government and welfare of the city.

   d. Supervise the official conduct of all officers of the city appointed by the manager, and take active control of the police, fire, and engineering departments of the city.

e. Supervise the performance of all contracts for work to be done for the city, make all purchases of material and supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract.

f. Supervise the construction, improvement, repair, maintenance, and management of all city property, capital improvements, and undertakings of the city, including the making and preservation of all surveys, maps, plans, drawings, specifications, and estimates for capital improvements, except property, improvements, and undertakings managed by a utility board of trustees.

g. Cooperate with any administrative agency or utility board of trustees.

h. Be responsible for the cleaning, sprinkling, and lighting of streets, alleys, and public places, and the collection and disposal of waste.

i. Provide for and cause records to be kept of the issuance and revocation of licenses and permits authorized by city law.

j. Keep the council fully advised of the financial and other conditions of the city, and of its future needs.

k. Prepare and submit to the council annually the required budgets.

l. Conduct the business affairs of the city and cause accurate records to be kept by modern and efficient accounting methods.

m. Make to the council not later than the tenth day of each month an itemized financial report in writing, showing the receipts and disbursements for the preceding month. Copies of financial reports must be available at the clerk's office for public distribution.

n. Appoint a treasurer subject to the approval of the council.

o. Perform other duties at the council's direction.

3. The city manager may:

a. Appoint administrative assistants, with the approval of the council.

b. Employ, reclassify, or discharge all employees and fix their compensation, subject to civil service provisions and chapter 35C, except the city clerk, deputy city clerk, and city attorneys.

c. Make all appointments not otherwise provided for.

d. Suspend or discharge summarily any officer, appointee, or employee whom the manager has power to appoint or employ, subject to civil service provisions and chapter 35C.

e. Summarily and without notice investigate the affairs and conduct of any department, agency, officer, or employee under the manager's supervision, and compel the production of evidence and attendance of witnesses.

f. Administer oaths.

4. The city manager shall not take part in any election for council members, other than by casting a vote, and shall not appoint a council member to city office or employment, nor shall a council member accept such appointment.

The City Manager is also authorized by the state code referenced above and Resolution 286-17 adopted by the City Council to enter contracts for services of $500,000 or less and to make ALL purchases of equipment, materials, and supplies.

Conclusion:
The expenditure of City funds toward the minimum revenue guarantee by the City Manager and the City Council were all within the bounds of state and local authorizations related to budgets and expenditures.

Docusign Envelope ID: A2C6EE6B-E3D6-4BF0-9175-30FAEEEC74EF

AIR SERVICES AGREEMENT
KEY LIME AIR – DENVER AIR CONNECTION
DUBUQUE REGIONAL AIRPORT COMMISSION

This Air Services Agreement (this "Agreement") is entered into on this 18th day of September 2024, by and between KEY LIME AIR, dba DENVER AIR CONNECTION, a Colorado company with a place of business at 13252 E. Control Tower Rd., Englewood, CO 80112 ("DAC") and the City of Dubuque by and through its duly authorized AIRPORT COMMISSION ("Dubuque") (collectively, the "Parties").

1. Air Service

   A. DAC will operate scheduled round-trip air service to and from the Dubuque Regional Airport ("DBQ") and with the aircraft indicated as follows:

      1. ORD-DBQ/DBQ-ORD (the "DBQ Flights"):

         - Operates an average of 7 round trip flights per week.
         - Operates year-round, 12 months per year.
         - Operates with an ERJ145 aircraft with a 50-seat configuration.
         - The initial daily schedule shall depart ORD-DBQ at approximately 2:45pm, arriving DBQ at 3:55pm, and depart DBQ-ORD at approximately 4:25pm, arriving ORD at 5:35pm.

   B. The DBQ Flights will be operated under the direction and control of DAC and Dubuque shall have no right to make decisions with respect to the operation of the DBQ Flights. DAC may change the weekly schedule or aircraft operating DBQ Flights upon mutual written agreement by the Parties. While at the ultimate discretion of DAC, the parties agree to mutually coordinate on any changes or adjustments to the daily schedule.

2. Term and Renewal.

   A. The initial term (the "Initial Term") of this Agreement shall commence on the date first written above and shall continue, unless terminated earlier as provided herein, until April 30, 2025. Any subsequent renewals to the Term shall run from May1-October 31 and November 1 –April 30 of the given years.

   B. This Agreement shall automatically renew for additional six-month terms unless written notification is provided by either party a minimum of sixty (60) days before the expiration of the existing term (a "Renewal Term"). The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term."

3. Cost of Service. DAC shall bear all costs of providing the DBQ Flights described above, including, but not limited to, the costs of all required aircraft, equipment, facilities, personnel, ground costs including landing fees and use charges, credit card commissions, travel agent commissions,

deicing, and fuel or aircraft ferrying.

4. Financial Performance Guaranty. During the Term, Dubuque will guarantee that DAC will receive "Minimum Revenues" (as such term is defined below) which shall be calculated as follows:

   A. Minimum Revenues. For the DBQ Flights, the sum of [redacted] per flight segment shall be referred to as the "Minimum Revenues." The Minimum Revenues per segment shall be reviewed and adjusted upon mutual written agreement of the Parties prior to each Renewal Term per paragraph C below.

   B. Initial Term. Dubuque's maximum liability for the Initial Term of this Agreement shall be capped at $2,000,000.

   C. Renewal Terms. Minimum Revenues, including segment costs and maximum liabilities, shall be reassessed annually based on the preceding term's financial performance and mutually agreed upon by the parties a minimum of sixty (60) days prior to the start of any Renewal Term, in the absence of which the Terms outlined here shall continue in force until such determinations are made.

5. Guaranty Payment and Revenues.

   A. To the extent that, during the Term, DAC receives less than the Minimum Revenues from the DBQ Flights, Dubuque will pay to DAC an amount equal to the difference between the Minimum Revenues applicable to the DBQ Flights and the amount of Revenues, as defined below, actually received by DAC from operating the DBQ Flights (the aggregate difference being the "Guaranty Payment").

   B. For purposes of this Agreement, "Revenues" shall mean the total segment revenues (including passenger revenue, bag fees, change fees, other surcharges, cargo revenue, and any other revenue) from the operation of the DBQ Flights.

   C. Guaranty Payments shall be calculated monthly per Denver Air's quarterly 4-4-5 accounting schedule. DAC records flight data and route performance on a weekly basis. During each quarter, the monthly invoice will utilize either 4 or 5 weeks of data to capture the 13 weeks during a quarter, thus a 4-4-5 schedule. DAC will provide Dubuque with a final accounting and supporting documentation within thirty (30) days following the end of each month, and following final review and reconciliation between the parties, Dubuque will pay to DAC the Guaranty Payment within thirty (30) days of Dubuque's receipt of the final accounting. Should the Revenues from DBQ Flights show a net positive exceeding the Minimum Revenues, such overages will be applied as credit against following months. Dubuque's obligation to make payments in accordance with the provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

   D. Fuel Adjustment. The Minimum Revenues are based on DAC's assumed baseline cost of US [redacted] per gallon of jet fuel inclusive of all charges including taxes and into plane fees (the "Baseline Fuel Cost"). If the average price per gallon that DAC actually pays for jet fuel during any given month increases or decreases by more than $0.10 per gallon from the Baseline Fuel Cost, the parties will adjust the Minimum Revenues on a cent for cent basis to the extent the average fuel cost for the month varies, either up or down, from the Baseline Fuel Cost, as follows:

If the average price per gallon increases or decreases for any month during the Term in excess of $.10 per gallon from the Baseline Fuel Cost, the Minimum Revenues shall be increased or decreased by an amount equal to the difference between the Baseline Fuel Cost and the average price per gallon multiplied by the total number of gallons of jet fuel consumed on the DBQ Flights during such month.

6. Flight Cancellations/Diversions. DAC and Dubuque acknowledge that DAC may cancel or divert flights, including DBQ Flights, due to mechanical problems, weather conditions, or other circumstances beyond the reasonable control of DAC. If circumstances or conditions result in canceled or diverted DBQ Flights, DAC shall have the obligation to provide alternate air and/or ground transportation for passengers who are ticketed on the DBQ Flights in compliance with DAC's standard procedures for such circumstances. The costs of any cancelled DBQ Flights shall not be included in the calculation of any Minimum Revenues.

7. Air Fares. DAC agrees to establish fares for DBQ Flights that are consistent with DAC's current internal pricing strategies while remaining competitive within the airline industry generally and with a goal of operational profitability. Without limiting the generality of the foregoing provisions of this paragraph and paragraph 1 (B), DAC agrees to use good faith efforts to consider Guarantor's comments on issues related to marketing, pricing and revenue management of DBQ Flights.

8. Reporting. Commencing on the date two (2) weeks after the date schedules are available for sale and continuing for the Term, DAC agrees to provide a report on a weekly or bi-weekly basis containing booking management data and load information and such other information as Dubuque shall reasonably request with respect to the DBQ Flights.

9. Marketing Support. Dubuque will work with DAC in good faith to market DBQ Flights in a mutually beneficial and cost-effective manner. Dubuque will give DAC service prominent placement in any marketing campaign conducted by Dubuque to promote service to and from Dubuque. DAC shall market the flights at a minimum in a manner consistent with DAC's current strategies and commensurate with similar routes.

10. Promotional Vouchers and Non-Revenue Travel. To enable Dubuque to promote air service under this Agreement, DAC agrees to annually issue to the air service organization DBQ AIR twenty-five (25) round-trip travel vouchers for positive space coach class transportation valid for travel on any DAC service, as well as twenty-five (25) round-trip travel vouchers at the initial launch for promotional use.

11. Termination.

    A. In addition to the exercise of any rights that it may have at law, in equity or under this Agreement, either party may terminate this Agreement upon written notice to the other party if the other party has failed to perform any of its material obligations under this Agreement, and such failure continues unremedied following receipt of a thirty (30) day Notice to Cure. The effective date of any such termination shall be thirty (30) days from Notice to Cure.

    B. This Agreement will terminate automatically if DAC ceases to hold the governmental authorities necessary to operate the DBQ Flights.

    C. Either party may terminate this agreement with or without cause or penalty upon not less than ninety (90) days' written notice to the other party. The effective date of termination shall be as

stated in such written notice of termination but not earlier than ninety (90) days following such written notice.

D. Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall have any obligation to the other party except for those obligations that may have accrued through the date of such termination (including Dubuque's obligation to pay any Guaranty Payment hereunder) and such obligations which by their nature or by the express terms of this Agreement survive the expiration or earlier termination of this Agreement.

12. Remedies Upon Termination.

A. A termination pursuant to Section 11 shall not limit either party's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect Dubuque's obligation to pay DAC all amounts owed to DAC as of the effective date of such expiration or termination.

C. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

14. Audit. With ten (10) business days' notice, Dubuque, at its expense, shall have the right to audit and inspect, at DAC's books and records as they relate to the determination of Revenue on the DBQ Flights for the sole purpose of ensuring that, in determining the amount of Revenue, DAC is utilizing the same methodology as is applied to all of DAC's similar routes.

15. Confidentiality. No party hereto may disclose to a third party any part of this Agreement, any information pertaining to the specific contents of this Agreement or any proprietary information received from the other party pursuant to this Agreement unless such information shall have already become publicly known without breach of this provision or unless required to do so pursuant to applicable law, regulation, governmental order or subpoena, provided that in the case of any such law, regulation, governmental order or subpoena the parties will consult in good faith as to how to proceed with the aim of taking all appropriate action to limit the scope of such governmental order

or subpoena and/or obtain confidential treatment for any material required to be disclosed in response thereto. Neither party shall have the right to use the other party's name, logo or other marks without the express written permission of the other party.

16. Indemnification and Hold Harmless. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and affiliates (the "Indemnified Party") from and against, any and all third-party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses of any nature (including without limitation reasonable attorneys' fees) whatsoever arising out of or related to any loss, cost, damage or injury (including without limitation death of any person or damage to property of any kind) arising out of or in connection with, or related to the negligent acts, errors or omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by any Indemnified Party's negligence.

17. Insurance. At all times during the Term of this Agreement, DAC shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least $10,000,000 USD for bodily injury (including death of any person) and any damage to (including destruction of) property. DAC will furnish Dubuque within thirty (30) days of such request, and upon each annual renewal, an insurance certificate which: (i) indicates that the insurer has accepted and insured DAC as provided in this Section 17 of this Agreement; (ii) includes the insurer's commitment to give Dubuque not less than thirty (30) days' advance written notice in the event of cancellation or adverse material change in coverage.

18. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.

19. Attorneys' Fees. In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the other party all reasonable costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such action.

20. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (A) upon delivery by hand, (B) one (1) day after delivery to a commercial courier (example, FedEx) for next business day delivery properly addressed and prepaid, or (C) within three (3) days after placement in the U.S. mail properly addressed and with sufficient postage for certified mail, return receipt requested to the addresses set forth in the first paragraph of this Agreement or such other address as a party may designate, in writing, pursuant to this notice provision (provided, however, and notwithstanding the foregoing, any invoices rendered by DAC may be sent to Dubuque via electronic communication to: tdalsing@cityofdubuque.org and csheldon@cityofdubuque.org.

21. Miscellaneous. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement or any provision of this Agreement may not be amended, modified or waived except by a written agreement signed by both parties hereto. This agreement shall be interpreted and construed in accordance with the substantive law of the State of Iowa & Iowa District Court for Dubuque County. The parties hereto represent that they have the authority to enter into this Agreement. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

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[SIGNATURE PAGE]

IN WITNESS WHEREOF, DAC and Dubuque have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first written above.

DENVER AIR CONNECTION

Signed by:

By: _____

Cliff Honeycutt
Chief Executive Officer

DUBUQUE REGIONAL AIRPORT COMMISSION

By: Todd Dalsing

Name: Todd Dalsing

Its: Airport Director

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: Commercial Air Service Minimum Revenue Guarantee

DATE: January 29, 2026

The facts in this situation are clear and known. In November, 2023 the city received a Small Community Air Service Development Program (SCASD) grant to provide a Minimum Revenue Guarantee (MRG) to attract commercial air service back to Dubuque Regional Airport. The grant required matching funds, and those funds were provided by the City of Dubuque, Dubuque Area Chamber of Commerce, Greater Dubuque Development Corporation, Dubuque County, and Travel Dubuque.

At the August 27, 2024, Airport Commission meeting the Airport Commission authorized the Airport Director to enter into an Air Service Agreement with Key Lime Air (dba Denver Air Connection) to provide a MRG for one flight a day to O'Hare. That service began on November 4, 2024. That agreement automatically renewed in 6-month increments.

Initially the MRG payments were made with the SCASD grant, then matching funds, and when that money was depleted, Travel Dubuque provided $500,000, then the City of Dubuque provided funds for the payments using money from the FY 25 budget savings which were available due to expenditures coming in under budget and revenues coming in higher than budgeted. The city budgets conservatively so flexibility is contained within the budget to ensure the city does not complete a fiscal year with a deficit.

The city had a valid and enforceable contract with Denver Air, a business which was performing on its end of the contract. The City Manager had the legal authority to make the contractually-required payments, pursuant to the city's legal obligation to make those payments.

Now, hindsight being 20/20, I've identified two things I would have done differently: (1) I would have brought the Denver Air MRG agreement to City Council when it was signed by Airport Director Todd Dalsing in late 2024, making sure City Council was fully aware of the city's obligations under the agreement and the timing required for a notice of termination; and (2) in March and April of 2025, during the FY26 budget process, I would have put the city's financial obligations related to the MRG into that budget recommendation. I am sorry I did not do those two things. I do not have a good explanation regarding why I did not. I simply did not think of it at the time.

Some people have asked why money left at the end of the fiscal year was not returned to taxpayers. The fact is, in every case those funds were returned to taxpayers in multiple ways. The funds were either: held over for the next fiscal year budgeting process; used as a one-time revenue source to meet one-time operational or capital needs; or used in the current fiscal year to cover a cost that has been identified by a resident, staff member, or through the City Council's goal setting process. Any such funds used in the current fiscal year went through a budget amendment process through City Council, which included a public hearing on October 20, 2025, for residents to make comments. By law, the city cannot have a deficit budget, so if there was ever a year where there was not a budget surplus, there would have been a drawdown of reserves.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

Memorandum

To: City Manager Mike Van Milligan, Mayor Brad Cavanagh, Members of the Dubuque City Council

CC: Todd Dalsing, Dubuque Regional Airport Director, Bob Woodward, Airport Commissioner, Ron Vaughn Airport Commissioner, Bob Blocker Airport Commissioner, Mike Phillips Airport Commissioner

Re: Dubuque Regional Airport Commission's roll with SCASD grant and MRG agreement

For the Dubuque Regional Airport to use its Small Community Air Service Development Program (SCASD) grant, a local match was required. After identifying Denver Air as a possible provider of daily, scheduled commercial service, the Airport Director confirmed financial contributions to meet the required match with local partners including the city and county. The Airport Commission then instructed the Airport Director to submit the SCASD grant application.

Following the Department of Transportation approval of the SCASD grant, the Airport Commission authorized the Airport Director as the DOT contact to administer the grant. The Airport Commission understood the agreement and operated within the financial boundaries of federal and local participation.

The Airport Commission received regular updates regarding the MRG obligations. I also serve as the Commission's representative on the DBQ Air Board which meets weekly to review enplanements, spending, marketing, and customer service. I identified in early summer that the SCASD and local match funding would be depleted and additional funding would be required to continue the agreement with Denver Air. No additional funds were secured at that time.

The City Manager informed the DBQ Air Board that additional funds were expected to be available due to residual funds not being spent from the FY25 City budget. The amount of funding available was not confirmed until the City closed "Period 13" and the City Council approved use of those funds in its October 6, 2025, meeting. During that time, flights continued and MRG charges were incurred.

As an Airport Commissioner, I appreciate the careful consideration and ultimate support by the City Council to continue funding the MRG as enplanements were increasing. Unfortunately, the service did not have enough time to achieve financial sustainability. My

takeaway from this experience is recognizing the need to enhance processes and governance for the Airport Commission.

As the City Attorney states in her memo of January 21, 2026, The Dubuque Regional Airport Commission operates with "a level of independence and authority . . . that is unique and specific to the Iowa Code." In particular, "the City Councils' control related to the Airport is limited to control of the Airport budget." The Airport Director, after consultation with the Airport Commission, submits the Airport's budget request annually following the established process used by the city.

Since the Airport Commission has no control over the City budget, I will recommend that the Commission review its processes for entering and continuing a contract, particularly regarding secured funding.

Again, I appreciate the support of the Mayor, City Council, and City Manager for local, sustainable commercial air service. I look forward to continuing our work together to realize that goal.

Kind regards,

Mariann Kurtz Weber
Chair, Dubuque Regional Airport Commission

Copyrighted
December 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Manager recommending City Council select the January 15, 2025, service termination date with Denver Air at an estimated cost of $215,515 for the month of January.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Commercial Air Service Minimum Revenue Guarantee
3. Written Input_Updated 12.15.25

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: Commercial Air Service Minimum Revenue Guarantee

DATE: December 11, 2025

Knowing that the Greater Dubuque Development Corporation and the Dubuque Area Chamber of Commerce were not successful in working with the business community to raise $650,000 in matching funds for the Denver Air Minimum Revenue Guarantee (MRG), Airport Director Todd Dalsing has been negotiating with Denver Air. They have arrived at the following three options to be considered:

1. Denver Air terminate service on January 15, 2026: $50,000 + ½ January MRG estimate at $165,515 = $215,515
2. Denver Air terminate service on January 31, 2026: $50,000 + January MRG estimate $331,030 = $381,030
3. Denver Air terminate service on March 15, 2026 (this is the required - 90 day notice): January, February, ½ March MRG estimate $708,666

I respectfully recommend that you select option #1, the January 15, 2025, service termination date at an estimated cost of $215,515 for the month of January. This allows people who have purchased tickets beyond that date to book new flights. The non-profit Dubuque Air has $50,030.11 to help cover this cost.

With the current MRG payments for Denver Air and the total estimate of $510,048 for November and December the city would have $685,550.34 remaining in the amount of city funds budgeted for the MRG after making these option #1 payments. It is important to remember the amount of the MRG payments are at this point an estimate.

The City of Dubuque has every intention of continuing to work with the non-profit Dubuque Air to seek commercial air service for the Dubuque Regional Airport.

Michael C. Van Milligen

MCVM:sv

Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director
Jenny Larson, Chief Financial Officer
Dubuque Air

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael Van Milligen, City Manager

FROM: Todd Dalsing, Airport Director

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: December 8, 2025

INTRODUCTION

The purpose of this memorandum is follow-up to the December 1, 2025, City Council meeting. At that meeting, staff provided an update on commercial air service and Denver Air minimum revenue guarantee (MRG) providing daily air service to O'Hare (ORD) Airport in Chicago.

BACKGROUND

The October 6, 2025, Memorandum to City Council included airport funding sources related to commercial air service status and economic impact. An update is included in discussion below.

DISCUSSION

Grant Funding

49 USC §47104(a) allows the Administrator to issue grants for airport planning and development in the United States. To issue grants and operate the Airport Improvement Program (AIP) grant program, the FAA normally needs authorization and appropriation:

Appropriation

> *Entitlements*. The term "entitlements" refers to the passenger, cargo service, and State Apportionments (including nonprimary apportionments when applicable) available to sponsors and states based on formulas in 49 USC §47114.
>
> *Discretionary*. The term "discretionary" refers to funds that are available for use on eligible projects at the FAA's discretion after satisfying required apportionments. The authorizing legislation establishes formulas and requirements for the use of discretionary funds.

Airport Categories

Commercial Service Airports are publicly owned airports that have at least 2,500 passenger boardings (enplanements) each calendar year and receive scheduled passenger service.

Primary Commercial Service Airports are Commercial Service Airports that have more than 10,000 enplanements each year.

Funding: Not less than $1,300,000 or more than $22,000,000 for each fiscal year.

Nonprimary Commercial Service Airports are Commercial Service Airports that have at least 2,500 and no more than 10,000 enplanements each year.

Funding: Receive funding on a sliding scale that ranges from $150,000 to $1.3 million, depending on the number of enplaned passengers ($60 for each of the first 2,500 enplanements and $153.33 for each of the next 7,499 enplanements during the prior calendar year).

General Aviation Airports are public-use airports that do not have scheduled service or have less than 2,500 annual enplanements.

Funding: Rank low in National Priority Ranking (NPR), limited to high safety issues, for example runways.

Dubuque Regional Airport

The attachment titled “Current FAA Fiscal Year 2023 – 2031 Funding” provides in-depth description of current FAA and IDOT funding.

In summary, as a nonprimary commercial service airport with 10,000 enplanements, DBQ currently receives $1,300,000 in entitlement, along with discretionary and IDOT funds. The received grant funding and local City match is:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Grant Funding	$5,176,578	$8,256,392	$4,470,103	$10,569,500	$8,077,554	$2,903,550	$4,856,550	$4,871,040	$5,668,260
Dubuque Match	$444,848	$972,932	$594,786	$1,003,000	$1,005,839	$430,950	$647,950	$649,560	$738,140
Total	**$5,621,426**	**$9,229,324**	**$5,064,889**	**$11,572,500**	**$9,083,394**	**$3,334,500**	**$5,504,500**	**$5,520,600**	**$6,406,400**

If DBQ loses daily scheduled service, any enplanements will come from destination charters (currently Sun Country). If DBQ captures at least 2,500 enplanements, DBQ will receive $150,000 in entitlement. The difference of $1,150,000 in entitlement will become part of the local City match, along with any FAA discretionary and IDOT funds not received:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Grant Funding	$5,176,578	$8,256,392	$4,470,103	$10,569,500	$8,077,554	$150,000	$150,000	$150,000	$150,000
Dubuque Match	$444,848	$972,932	$594,786	$1,003,000	$1,005,840	$3,184,500	$5,354,500	$5,370,600	$6,256,400
Total	**$5,621,426**	**$9,229,324**	**$5,064,889**	**$11,572,500**	**$9,083,394**	**$3,334,500**	**$5,504,500**	**$5,520,600**	**$6,406,400**

Sun Country currently averages 1,300 annual enplanements.

Economic Impact

DBQ Commercial Passengers: First Year Estimated Economic Impact & ROI			
2025 Est Passengers	2022 Econ Outut Per Passenger	Inflation 2022-25	2025 Economic Impact
7,231	$2,201	1.13	$17,985,727
2025 MRG Investment	2025 Economic Impact		2025 ROI to One
$3,660,556	$17,985,727		5

DBQ Commercial Passengers: Forecast Estimated Economic Impact & ROI			
Annual 65% Load Factor	2022 Econ Outut Per Passenger	Inflation 2022-25	65% Loads Economic Impact
11,700	$2,201	1.13	$29,101,508
65% Loads MRG Investment	2025 Economic Impact		ROI to One
$1,500,000	$29,101,508		19

Current Enplanement and MRG Funding Data

DENVER AIR ENPLANEMENTS	2024	2025
January		382
February		412
March		531
April		459
May		630
June		595
July		640
August		694
September		767
October		786
November	461	600*
December	476	
Yearly Totals	937	5,896

*November 2025: Out of 30 calendar days, there were 28 scheduled flight days due to holiday, and weather impacting ORD/DBQ operations, resulting in reduced enplanement numbers.

Minimum Revenue Guarantee (MRG)			
Invoice	Est. Funds Needed	Actual	Payment Details
November 2024		$276,608.03	SCASD
December 2024		$260,321.95	SCASD
January 2025*		$361,762.02	SCASD
February 2025		$326,687.00	SCASD
March 2025		$312,362.41	SCASD
April 2025*		$333,773.15	SCASD
May 2025		$363,468.77	SCASD ($28,485.44) + Travel Dubuque ($334,983.33)
June 2025		$282,811.29	Travel Dubuque ($165,016.67) + Economic Development Revenue Guarantee ($117,794.62)
July 2025*		$325,015.06	Economic Development Revenue Guarantee
August 2025		$237,762.97	Economic Development Revenue Guarantee
September 2025		$235,434.77	Economic Development Revenue Guarantee
October 2025*		$288,394.24	Economic Development Revenue Guarantee ($30K less than estimate)
November 2025	$255,024.00		Forecast DAC Invoice
December 2025	$255,024.00		Forecast DAC Invoice
January 2026*	$331,030.00		Forecast DAC Invoice
February 2026	$262,304.00		Forecast DAC Invoice
March,16 2026	$115,332.00		Forecast DAC Invoice (December 16 - March 16, 90 day notice = ½ March estimate)
	$1,218,714	**$3,604,401.66**	

*Five Weeks

Fund	Balance
SCASD ($1.9M)	$0.00
Travel Dubuque ($500,000)	$0.00
Dubuque County ($100,000)	$100,000.00
Economic Development Revenue Guarantee ($2.4M)	$1,195,598.34
Business Community Fundraising	$ December 10, 2025
	$1,295,598.34

At the Tuesday, December 2, 2025, Airport Commission meeting, the Commission authorized the Airport Director to continue communications with Denver Air regarding minimum revenue guarantee status and coordinate with the City Council to invoke contractual actions required per agreement.

Denver Air proposes 3 options to discontinue service:

1. January 15, 2026: $50,000 + ½ January MRG estimate at $165,515 = $215,515*
2. January 31, 2026: $50,000 + January MRG estimate $331,030 = $381,030*
3. March 15, 2026 (90 day): January, February, ½ March MRG estimate $708,666*

*The MRG estimates are likely to go higher as people learn of the end of service, and are then more likely to book their travel at surrounding airports.

Current FAA Fiscal Year 2023 - 2031 Funding

TOTAL FUNDING		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
	Grant Funding	$5,176,578	$8,256,392	$4,470,103	$10,569,500	$8,077,554	$2,903,550	$4,856,550	$4,871,040	$5,668,260
	Dubuque Match	$444,848	$972,932	$594,786	$1,003,000	$1,005,839	$430,950	$647,950	$649,560	$738,140
	Total	**$5,621,426**	**$9,229,324**	**$5,064,889**	**$11,572,500**	**$9,083,394**	**$3,334,500**	**$5,504,500**	**$5,520,600**	**$6,406,400**

GRANT FUNDING BREAKDOWN		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
	AIP Entitlement	$1,000,000	$1,000,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000
	AIP Discretionary	$2,746,059	$4,426,392	$2,840,503	$7,353,000	$6,244,994	$1,303,550	$3,256,550	$3,271,040	$4,068,260
	AIP BIL ATP	$1,346,112								
	AIP BIL AIG	$84,407	$2,430,000		$1,516,500					
	AIP Environmental					$232,560				
	IDOT AIP		$400,000	$329,600	$400,000	$300,000	$300,000	$300,000	$300,000	$300,000
	Local Match - DBQ	$444,848	$972,932	$594,786	$1,003,000	$1,005,839	$430,950	$647,950	$649,560	$738,140
	Total	**$5,621,426**	**$9,229,324**	**$5,064,889**	**$11,572,500**	**$9,083,394**	**$3,334,500**	**$5,504,500**	**$5,520,600**	**$6,406,400**

PROJECT SUMMARY	Funding Source	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Reconstruct Taxiway A (6 Phases)	AIP	$3,746,059	$5,426,392	$4,031,053	$8,603,000	$7,544,995	$2,028,000			
	Local Match (DBQ)	$374,000	$602,932	$500,386	$437,000	$804,999	$192,000			
Solar Photovoltaic System (2 Phases)	AIP	$1,430,519								$780,300
	Local Match (DBQ)	$70,848								$86,700
Reconstruct General Aviation Apron (2 Phases)	AIP		$2,430,000		$1,566,500					
	IDOT		$400,000		$400,000					
	Local Match (DBQ)		$370,000		$566,000					
Update Airport Pavement Management System & PCR Calculations	AIP			$109,450			$90,000			
	Local Match (DBQ)			$12,000			$10,000			
AFFF Transition	AIP					$232,560				
	Local Match (DBQ)					$25,840				
West Side Development	AIP						$485,550	$575,550		
	Local Match (DBQ)						$53,950	$63,950		
SRE - Rotary Plow with Carrier Vehicle	AIP							$1,035,000		
	Local Match (DBQ)							$115,000		
Taxiway D Extension	AIP							$2,946,000		
	Local Match (DBQ)							$294,000		
Taxiway J	AIP								$3,581,040	$4,587,960
	Local Match (DBQ)								$364,560	$476,440
ARFF Truck	AIP								$990,000	
	Local Match (DBQ)			$329,600					$110,000	
Runway Markings Improvements	IDOT			$82,400						
	Local Match (DBQ)									
T-Hangar Apron Rehabilitation (5 Phases)	IDOT					$300,000	$300,000	$300,000	$300,000	$300,000
	Local Match (DBQ)					$175,000	$175,000	$175,000	$175,000	$175,000
	Total	**$5,621,426**	**$9,229,324**	**$5,064,889**	**$11,572,500**	**$9,083,394**	**$3,334,500**	**$5,504,500**	**$5,520,600**	**$6,406,400**

Approved Funding
Funding Pending Enplanements and Application
*FAA Reauthorization Year

Note: The local match (DBQ) is based on various factors. Some AIP projects require 5% match, and others require 10% match. Also, some projects have ineligible costs (such as reconstruction of Taxiway A and the general aviation apron) which affects the total local match required.

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, December 14, 2025 10:25 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228728] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	228728
Date/Time	12/14/2025 10:25 AM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	You all killed it - air service. With your constant threats to cancel air service you chased away potential flyers. People didn't want to make a reservation in fear that there wouldn't be a plane.
Submitter	Giesler, Mary J 2310 High Cloud Dubuque, IA 52002 563-583-8778 janicegiesler2020@gmail.com

View in QAlert

Dubuque, IA

Dubuque Mayor and City Council
City of Dubuque
50W 13th Street
Dubuque IA 52001

Monday December 15th, 2025

RE: DBQ Air Committed to Local Air Service

Dear Mayor and Council Members,

On behalf of DBQ Air thank you for your steadfast support in our mission to secure daily commercial air service for Dubuque. Though we recognize the present challenges, it has only served to strengthen our resolve in this continued fight. Reliable commercial air service is so much more than a convenience…it is a critical driver of economic growth, business development, quality of life enhancements and regional competitiveness.

Denver Air Connection has been nothing short of an exceptional partner, and it has been an honor to work with them. If the contract with DAC must end at this time, we want to assure you that our relationship will not. In keeping with our mission, we will keep the door and lines of communication open for future collaboration with DAC and all possible airlines.

We want to make it very clear that DBQ Air is committed to continuing the fight for sustained commercial air service for our region. If our current air service must end, your continued advocacy is vital as we shift our focus to new avenues to achieve this goal. We will pursue every option, deliver every message, and seek every creative solution to secure equitable access for Dubuque.

With your continued leadership we can make our case and protect the economic future of our region and create the air service connection to the rest of the world that our residents need and deserve. Thank you for all you have done, and all you will continue to do, to help us in this cause.

Sincerely,

DBQ Air

Adrienne Breitfelder

Subject: FW: Daily.flights

From: Chavenellestudio <gail@chavenellestudio.com>
Sent: Wednesday, December 3, 2025 8:36 AM
To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>
Subject: Daily.flights

[You don't often get email from gail@chavenellestudio.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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I just wanted to add our voices to those who feel that daily air flight to and from Dubuque is most important! We read in today's TH how they probably will be canceled. We feel this is a great error and urge the council to make such fiscal arrangements that will keep daily flights serving Dubuque.
Thank you for your attention,
Gail and Bill

Gail Chavenelle and Bill Dicken
1155 Kelly Lane
Dubuque Iowa 53003

Chavenelle Studio Metalworks
https://us-west-2.protection.sophos.com?d=chavenellestudio.com&u=d3d3LmNoYXZlbmVsbGVzdHVkaW8uY29t&i=NWY2MjY3MTkwYTc2YjQwZWM0NWY0NGVm&t=dDZQWU11NGR4N2I0RVVoQ0UwdVFMbzZ3NjNpd3JVVVc0Y3IxVWVsUGkxbz0=&h=9226d7ae0ddb4d5c88944d451cb41b4b&s=AVNPUEhUT0NFTkNSWVBUSVa98xMSFjMTLRcN-rcKO-3NlBWKyslhV1HlvQ4Mpp7Hyw
Cell 563 599 6372

Adrienne Breitfelder

Subject: FW: requesting a responce

From: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Sent: Wednesday, December 3, 2025 5:14 PM
To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Subject: FW: requesting a responce

On Dec 2, 2025, at 4:28 PM, yfiink@aol.com wrote:

You don't often get email from yfiink@aol.com. Learn why this is important

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Please stop wasting my hard earned tax money on the failed airport deal

On Monday, September 29, 2025 at 08:20:49 PM EDT, yfiink@aol.com <yfiink@aol.com> wrote:

Dear Mr Sprank
I want to know....How did the auto renew clause for Denver Air get by you, the city manager, the city attorney, all the city hall bureaucrats' and the other members of the council?
Sincerely
Joel Pusateri

Adrienne Breitfelder

From: Adrienne Breitfelder
Sent: Wednesday, December 3, 2025 5:13 PM
To: Adrienne Breitfelder
Subject: FW: Airport

From: Brian Klinkner <brianklinkner270@gmail.com>
Date: December 2, 2025 at 10:35:49 AM CST
To: Danny Sprank <Dsprank@cityofdubuque.org>
Subject: Airport

You don't often get email from brianklinkner270@gmail.com. Learn why this is important

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Hi Dan, I live on Sapphire Circle in Dubuque. I do not feel it is fair to the taxpayers of Dubuque to fund and economically failing airline just to serve a few select people. I realize the funding is needed for maintenance on the airport, but that only serves very elite private plane owners. Thank you for serving us,your constituents. respectfully .Brian Klinkner

November 19, 2025

Dear Councilman Sprank,

My husband grew up on Windsor Avenue,. We lived on East 30th,. We raised our children on Edith Street. We were members of Sacred Heart parish for many years.

I know the North End. I lived in it.

I understand some citizens not wanting to support air service because they don't use it. There are many things I don't use that are paid with my taxes.

I am an 80 year old widow. I do't drive anymore; I am unable to use or enjoy many of the events and places in the city. My taxes pay for many city parks including Comisky Park, the swimming pools, the ice rink, hiking and biking trails, Multiculturall Center Dubuque Harbor and Marina, the Jule,, the downtown parking ramps and more.. We paid school taxes even though we sent our children to the Catholic schools in Dubuque (no vouchers). I don't have any children or grandchildren in our schools.

I need air service from Dubuque. There is no rail service. There is no efficient bus service. My family lives in the Chicago area. To me, this is a life event. I have used Denver Air and I will continue to use it. Our family has always supported the LOCAL Dubuque Airport.

We can't choose precisely where our tax money will go. We are a community. We support each other

There are other individuals, ordinary citizens in the city that need air service. And I bet some of them live in the North End.

Sincerely,

Mary J Giesler

Mary Janice Giesler
2310 High Cloud Dr
Dubuque, IA. 52002

DUBUQUE REGIONAL AIRPORT

Telephone: (563) 589-4233
Fax: (563) 589-4108
e-mail: tdalsing@cityofdubuque.org

Memorandum

To: **Airport Commission**
From: **Todd Dalsing, Airport Director**
Date: **December 4, 2025**
Subject: **Denver Air Service Update**

INTRODUCTION

Provide Airport Commission update on minimum revenue guarantee enplanement and financial status.

BACKGROUND

Calendar year 2019 (pre-covid), 36,592 passengers flew from DBQ to ORD as destination or connection, on three flights daily ERJ 145.On June 21, 2022, American Airlines announced they would be suspending service to Dubuque, IA due to the pilot shortage starting September 7, 2022.

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020. In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced in June 2022 they were suspending service to DBQ starting September 7, 2022, citing the national pilot shortage.

As a result of lost daily scheduled air service, nonprofit, DBQ Air was formed with board members representing City of Dubuque, Dubuque County, Chamber of Commerce, Travel Dubuque, Dubuque Racing Association, Greater Dubuque Development Corporation and Airport Commission.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, resulted in an option to restore daily service to Chicago O'Hare (ORD) utilizing an ERJ145 aircraft (50 Seat) on Denver Air Connection (DAC) utilizing the Federal Department of Transportation Small Community Air Service Development (SCASD) Program Grant (Airport Commission executed November 2023) and FAA Air Carrier Incentive Program.

Dubuque Reginal Airport Commission working with DBQ Air and Denver air overcame challenges and continue to provide safe, secure, quality, reliable daily flights with 98% completion rate and 75% on time to service to ORD. To date more than 14,000 one-way (7,000 round trip) passengers have flown Denver Air.

Over the past year of daily scheduled commercial air service Dubuque Regional Airport continues its mission to provide quality, viable, competitive airport services and facilities while promoting sustainable economic development within the region. Airport Commission and staff continue to work with DBQ Air to lobby federal legislators to modernize commercial air service

programs such as Small Community Air Service Development (SCASD) and Essential Air Service (EAS) to meet today's evolving small community and industry needs to include Dubuque in federal subsidy programs that will help restore and retain commercial air service.

BUDGET

1. SCASD/ MRG Air Service Agreement

Airport Commission executed Small Community Air Service Development (SCASD) Program: duration of Minimum Revenue Guarantee (MRG) funds depended on load factors, ticket revenues and air carrier expenses.

SCASD Funding:	
DOT	$1,500,000
City of Dubuque	$ 150,000
Dubuque Chamber	$ 100,000
GDDC	$ 50,000
Dubuque County	$ 50,000
Travel Dubuque	$ 50,000
Airport	$ 40,000
IA DOT of Aviation	$ 25,000
	$1,965,000
In-Kind Contributions	$ 70,195
Airport Incentive Program	$ 27,086
Total	**$2,062,281**

In addition to SCASD/ MRG Airport Commission approved:

2. FY 2025 Airport Budget for Commercial Air Service

Airport Commission approved		
Professional Services – Air Service Consultant		$ 48,000
Public Information Office Staff (.50 FTE)		$ 30,439
SCASD Airport Contribution		$ 40,000
Marketing IDOT ASD Program DBQ $12,000/ IDOT $48,000		$ 60,000
(IDOT portion of SCASD $25,000)	Total	$178,439

3. Air Carrier Incentive Program (per FAA Guidebook)

Airport Commission approved FY2025 Annual agreement to waive rates and charges. Building rent, landing fees

4. Airport Services Agreement (Ground Handling)

Airport Commission Approved FY 2025 Denver Air Connection agreement with Dubuque Jet Center, option to extend one year: Discounting ground handling and fuel

DISCUSSION

Dubuque Airport Commission Subcommittee; Mariann Kurtz Weber, Bob Woodward and Todd Dalsing November 24 meeting, submitted below email assuring Mayor and City Council of the Commission's understanding of the operational, financial, and contractual circumstances of the current Denver Air service and demonstrate the Commission's readiness to act swiftly and in coordination with the City Council to invoke contractual actions related to Denver Air service.

24 November 2025

To: Mayor Brad Cavanagh, City of Dubuque; Mike Van Milligen, City Manager, City of Dubuque, Members of the City Council, City of Dubuque

Dear Colleagues,

The Dubuque Regional Airport Commission wishes to acknowledge and thank the Mayor, City Manager, City Council, and DBQ Air for their combined efforts to retain and grow commercial air service at the Dubuque Regional Airport. This remains the top priority for the Commission.

The Commission fully understands the operational, financial, and contractual circumstances of the current Denver Air service. The Commission stands ready to act swiftly and in coordination with the City Council to implement appropriate contractual actions related to the Denver Air service.

Thank you again for your partnership to support commercial air service, an essential economic necessity for our community.

Respectfully,
Dubuque Regional Airport Commission

Mike Phillips, Chair
Mariann Kurtz Weber, Vice-chair
Bob Blocker
Ron Vaugn
Bob Woodward

To attain self-sufficiency, DBQ Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. The last full month, October 2025, the load factor was 53%. On a 50-seat regional aircraft, an additional 13 passengers per flight is needed to reach 80%.

Total Enplanement

DENVER AIR ENPLANEMENTS	2024	2025
January		382
February		412
March		531
April		459
May		630
June		595
July		640
August		694
September		767
October		786
November	461	
December	476	
Yearly Totals	937	5,896

MRG including SCASD and partner contributions to date and forecast:

SCASD and Partner Contributions			
Invoice	**Estimated Funds Needed**	**Actual**	**Payment Details**
November 2024		$276,608.03	SCASD
December 2024		$260,321.95	SCASD
January 2025*		$361,762.02	SCASD
February 2025		$326,687.00	SCASD
March 2025		$312,362.41	SCASD
April 2025*		$333,773.15	SCASD
May 2025		$363,468.77	SCASD ($28,485.44) + Travel Dubuque ($334,983.33)
June 2025		$282,811.29	Travel Dubuque ($165,016.67) + Economic Development Revenue Guarantee ($117,794.62)
July 2025*		$325,015.06	Economic Development Revenue Guarantee
August 2025		$237,762.97	Economic Development Revenue Guarantee
September 2025		$235,434.77	Economic Development Revenue Guarantee
October 2025*		$288,394.24	Economic Development Revenue Guarantee ($30K less than estimate)
November 2025	$255,024.00		Forecast DAC Invoice
December 2025	$255,024.00		Forecast DAC Invoice
January 2026*	$331,030.00		Forecast DAC Invoice
February 2026	$262,304.00		Forecast DAC Invoice
March,16 2026	$115,332.00		Forecast DAC Invoice (December 16 - March 16, 90 day notice = ½ March estimate)
	$1,218,714	**$3,604,401.66**	

*Five Weeks

Fund	Balance
SCASD ($1.9M)	$0.00
Travel Dubuque ($500,000)	$0.00
Dubuque County ($100,000)	$100,000.00
Economic Development Revenue Guarantee ($2.4M)	$1,195,598.34
Business Community Fundraising	$ December 10, 2025
	$1,583,992.58

Staff continue to meet and update Denver Air and in the event they do receive a 90 day notice of termination they will make every effort to relocate assets (flight crew, aircraft) to minimize the need to pay MRG to the full 90 days.

ACTION TO BE TAKEN

Respectfully request Airport Commission, at the recommendation of Air Service Subcommittee, direct Airport Director to monitor, continue communications with Denver Air regarding minimum revenue guarantee status and in coordination with City Council invoke contractual actions required per agreement.

Copyrighted
October 6, 2025

City of Dubuque
City Council

ACTION ITEMS # 1.

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

ATTACHMENTS:

1. MVM Memo
2. Public Input
3. Clarke University
4. Cottingham & Butler
5. Crescent Community Health Center
6. Dubuque Area Chamber of Commerce
7. GDDC
8. Loras College
9. Travel Dubuque
10. University of Dubuque
11. Presentation from 9.15.25 City Council Meeting
12. Council PP MRG MVM 100625
13. 25.09.15 MVM Memo Commercial Air Service Minimum Revenue Guarantee
14. Email Public Input - 10.6.25
15. Email Public Input - Air Service - 10.6.25

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: Commercial Air Service Minimum Revenue Guarantee

DATE: September 29, 2025

INTRODUCTION

The purpose of this memorandum is follow up to September 15 City Council Meeting where staff provided an update on commercial air service and the Denver Air minimum revenue guarantee to provide daily air service to O'Hare Airport in Chicago.

Minimum Revenue Guarantees help support local economies by supporting local business and leisure travelers and attracting tourism and visitors.

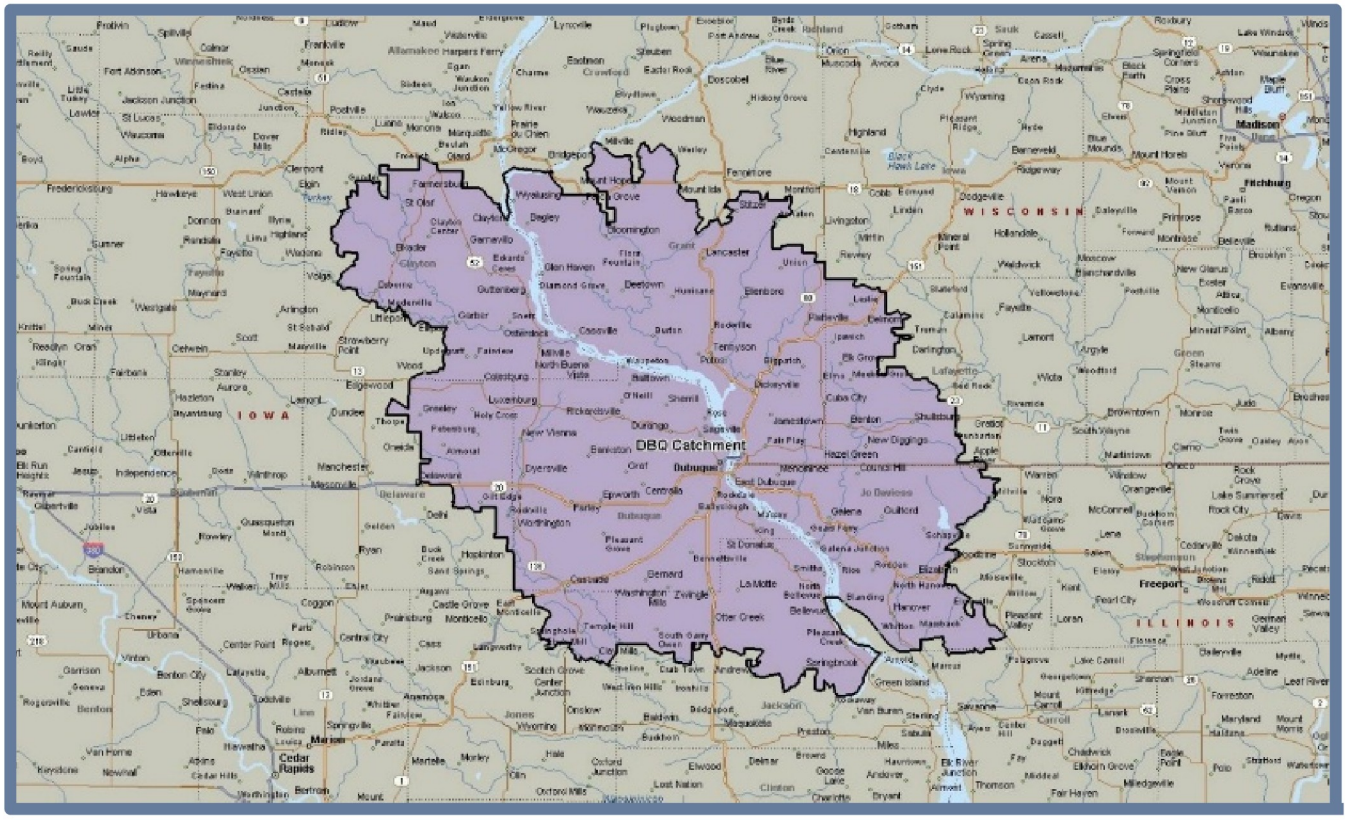
In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

In calendar year 2019 (pre-COVID), FAA enplanements reported **36,521 passengers flew from Dubuque to O'Hare** as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of **99 passengers flew from Dubuque to O'Hare daily**. For Denver Air to be financially independent requiring no minimum revenue guarantee they need to have 40% (40) of those 99 customers fly out of Dubuque daily.

According to 2022 Mead and Hunt Study using Global Distribution System and Airline data there are 176,498 passengers in Dubuque Catchment area (Approximately 30-40 minutes from Dubuque). Passenger demand each way (PDEW) data indicate

approximately 505 passengers fly out of an airport to a destination from Dubuque catchment area daily.



As a result of the loss of daily scheduled air service the non-profit DBQ Air was formed with board members combined from private and public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare Airport.

Overcoming Challenges
Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at DBQ for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.

- **Launching New Service in November:**
  Nationally, November through February are low passenger travel months.
- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at DBQ, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to DBQ Air working with Denver Air and O'Hare Airport to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, O'Hare Airport advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Denver Air Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare Airport's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from this new gate was May 15, 2025.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  A City official met with American Airlines and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.
- **No Other Federal or State Funding Options Available:**
  DBQ Air and Dubuque and Dubuque County elected officials continue to advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to DBQ.

The FAA Modernization and Reform Act of 2012 included reform measures that a community must have a minimum number of enplanements to remain eligible for the subsidy. It also provided the wording, "to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011." *Air Service at DBQ was self supporting during this time therefore not participating or eligible*

As of October 1, 2012, no new communities can enter the program should they lose their unsubsidized service, except in Alaska and Hawaii. Airports that were formerly eligible but did not receive subsidized service during the specified year, are no longer eligible for subsidized service and may not reenter the program. This prohibits Dubuque from receiving EAS funding under current federal regulations.

Iowa Commercial airports received the following EAS funding in 2024:

- Waterloo ALO $7.4 Million
- Sioux City SUX $5.3 Million
- Fort Dodge FOD $6.4 Million
- Mason City MSW $6.5 Million
- Burlington BRL $3.5 Million

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport (DBQ), among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers Survey: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque commercial air service, recognizing it might require financial guarantees.
- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
    - Two-thirds (68%) expect a positive impact on their business.
    - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents Survey: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
- Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using Dubuque Regional Airport if air service were expanded to a major hub airport.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
    - 84% expect a positive impact on their household.
    - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

Dubuque Regional Airport Traveler Survey
Results from a survey targeted toward travelers flying through Dubuque from July through September 2025 clearly indicate that people who use the service have a positive experience. As of September 25, 2025, over 110 people have completed the survey. Here are some key results:

- 88% rate their experience at the airport as excellent and 8% rate is as good
- 93% are very likely to recommend the airport to friends, family, or colleagues
- 96% are very likely or somewhat likely to use the airport in the future
- 58% of respondents were leisure travelers, 29% were business travelers and 13% were a combination of business and leisure

Population Growth
The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone.

Daily commercial air service at Dubuque Regional Airport provides a conduit to national and international students attending higher education in the tristate area:

- Loras College – Student population: Approximately 1,600
- Clarke University – Student population: Around 1,200
- University of Dubuque – Student population: 2,190
- Emmaus Bible College – Student population: 206
- Wartburg Theological Seminary – Student population: 193
- Divine Word College – Student population: 61
- University of Wisconsin–Platteville – Student population: 6,696

Economic Development
Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $953 million in new construction in Dubuque County. One of the indicators that shows Dubuque is growing and thriving is building permit fees. Last fiscal year permit fees were $1,357,425, which is an increase of $567,937 (72%) from the prior fiscal year.

The continuation of Dubuque commercial air service is important to major projects already in the works, such as:

- John and Alice Butler College of Osteopathic Medicine
- Field of Dreams
- Expansion of the University of Dubuque Aviation Pilot Program
- New and Expanded Amenities and Attractions

Air service is imperative to keep this momentum moving forward. It is an infrastructure which facilitates business, tourism, and helps attract and retain residents (including students). It is an expected service, no different than high-speed internet,

available land for growth, utilities, ground transportation (bus), recreation space, etc. It is a connection to the outside world just like 4-lane highways and history has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s.

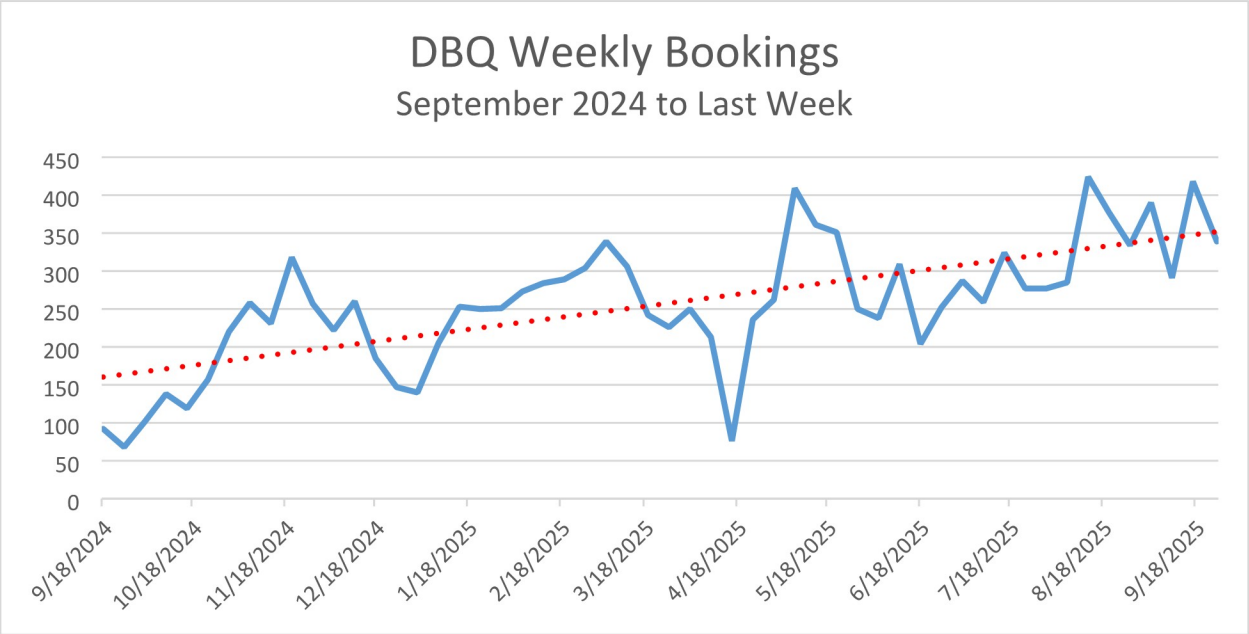
Funding Update
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 Denver Air Commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
7,637	$2,201	1.13	**$18,994,212**

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without a minimum revenue guarantee.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors, with a goal of 80% load factor.



To attain self-sufficiency, DBQ Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque Regional Airport's history of approximately 99 passengers per day pre-Covid.

The following provides a comprehensive financial account for the US Department of Transportation Small Community Airservices Development Program (SCASDP):

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:		
DOT	$1,500,000	
City of Dubuque	$ 150,000	
Dubuque Chamber	$ 100,000	
GDDC	$ 50,000	
Dubuque County	$ 50,000	
Travel Dubuque	$ 50,000	
Airport	$ 40,000	
IA DOT of Aviation	$ 25,000	
	$1,965,000	Cash
In-Kind Contributions	$ 70,195	Media vendors match
Airport Incentive Program	$ 27,086	Fees waived
Total	**$2,062,281**	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	City of Dubuque
August 2025	$246,763.00 EST.	City of Dubuque
September 2025	$255,024.00 EST.	City of Dubuque
October 2025 (5 Weeks)	$318,780.00 EST.	City of Dubuque
November 2025	$255,024.00 EST.	City of Dubuque
December 2025	$255,024.00 EST.	City of Dubuque

Total estimated funding needed to retain service through December 2025:
$ 1,655,630.

	Invoice Total	Funding Source
January 2026 (5 Weeks)	$ 331,030.00 EST.	TBD
February 2026	$ 262,304.00 EST.	TBD
March 2026	$ 230,664.00 EST.	TBD
April 2026 (5 Weeks)	$ 284,480.00 EST.	TBD
May 2026	$ 194,264.00 EST.	TBD
June 2026	$ 206,024.00 EST.	TBD

Total estimated funding needed to retain service January 2026 through June 2026:
$ 1,508,766.

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
- Chamber $50,000 in marketing over two years + $15,000 in kind.
- Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and October 31, 2025.
- The Dubuque Airport Commission waives annual rates and charges to Denver Air Connection according to FAA Air Carrier Incentive Program. Dubuque Regional Airport also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for Denver Air Connection crew.
- The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program.

Direct Benefits to Dubuque Regional Airport

1. FAA Airport Improvement Program (AIP)
   - Commercial Airports which have greater than 10,000 Enplanements - receive $1,300,000/year entitlement
   - Commercial Airports which have less than 10,000 Enplanements – receive funding based on an escalating scale based on enplanements.
   - Commercial airports with no scheduled commercial air service - General Aviation Airports receive little if any AIP funding.

2. Type of service (aircraft design group) at airports also impact the funding and ranking of FAA AIP eligible projects, for example an airport that has scheduled commercial air service qualifies for higher design standards on taxiways and runways.

3. Passenger Facility Charge
   DBQ Airport received $4.39 passenger facility charge (PFC) for each passenger enplaned. DBQ has a FAA approved PFC Plan dedicated to Airport Improvement Program Projects to pay annual debt service on local 10% match.

   Estimating ERJ 145, 50 seat aircraft, 80% load factor:
   40x7x52= 14,560 pax X $4.39 PFC = $63,918 annual

4. Direct Job Retention at Dubuque Regional Airport
   Terminal Employees

Ground Handling	2 FT, 10 PT	= 12
TSA	5 FT, 5 PT	= 10
Avis	1 FT, 1 PT	= 2
Bag Service	1FT	= 1
	Total	= 25

   Add restaurant employees with sustained service.
   Does not include secondary service such as off airfield ground transportation, delivery, admin, ATCT, maintenance, ops, etc.

DISCUSSION

Without Commercial Air Service the Dubuque Regional Airport will lose millions of dollars a year in federal funding to maintain the airport facilities and runways. A current example of FAA AIP Program is Dubuque Regional Airport taxiway alpha construction project. Phased over 5 years, 2024-2028, estimated $40 million project using FAA AIP entitlement and discretionary funding. The project is eligible for 90% federal ($36 Million), 10% local ($4 Million). With no commercial air service Dubuque Regional Airport could lose guaranteed entitlement and eligible discretionary funding.

I believe the results of the surveys of the business community and the general public clearly show support for commercial air service at the Dubuque Reginal Airport. I also believe that past performance of enplanements at the airport and the number of people that fly out of the catchment area clearly shows that the goal of an average of 40 people a day flying out of the Dubuque Regional Airport is achievable.

As the city closed out the Fiscal Year 2025 budget year there is $4.7 million available from the General Fund. In addition to this Minimum Revenue Guarantee, you will see there other expenditure recommendations on the October 6, 2025, City Council agenda based on resident and City Council input during the FY2026 budget process in April 2025. These funds can only be used for one-time expenditures.

The estimated cost to pay the Minimum Revenue Guarantee to Denver Air for the 6-month period from July 1, 2025, through December 31, 2025, is $1.65 million.

The estimated cost to pay the Minimum Revenue Guarantee to Denver Air for the 6-month period from January 1, 2026, through June 30, 2026, is $1.51 million.

The total for the 12 months of Fiscal Year 2026, July 1, 2025, through June 30, 2026, is $3,164,396.

I would suggest that the city put out a challenge to the business community to provide $750,000 of the Minimum Guarantee for Denver Air leaving the City of Dubuque responsible for $2.4 million of the $3.16 million.

The business community would have until December 10, 2025, to raise $750,000 with the city providing a dollar-for-dollar match for each dollar raised up to $750,000.

If the fundraising effort is successful, there would be sufficient funds to provide the Minimum Revenue Guarantee to Denver Air through June 30, 2026. If the fundraising effort came up short, that would decrease the number of months the Minium Revenue Guarantee could be provided.

At the December 15, 2025, City Council Meeting, the City Council could review the amount of money raised from the business community, review current numbers on Denver Air enplanements and the actual demands on the MRG fund through that date to help determine how many more months it is anticipated that the MRG can be paid. That review will be especially important because of the 90-day notice requirement if the city is going to stop paying the MRG to Denver Air.

Not only will the business community be asked to contribute funds, but they would be asked to help with approaching the federal government to provide financial assistance to support commercial air service at Dubuque Regional Airport like they do for smaller airports across Iowa and across the United States.

ACTION TO BE TAKEN

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

I further respectfully recommend that the Mayor and City Council put out a challenge to the business community to provide $750,000 of the Minimum Revenue Guarantee for Denver Air.

The business community would have until December 10, 2025, to raise $750,000 with the city providing a dollar-for-dollar match for each dollar raised up to $750,000. I have contacted both the Greater Dubuque Development Corporation and the Dubuque Area Chamber of Commerce, and they say they accept this challenge.

Not only will the business community be asked to contribute funds, but they would be asked to help with approaching the federal government to provide financial assistance to support commercial air service at Dubuque Regional Airport like they do for smaller airports across Iowa and across the United States.

The Mayor and City Council could discuss during the April 2026 Fiscal Year 2027 (July 2026 – June 2027) budget process if there will be a budget allocation for a future Minimum Revenue Guarantee payment beyond June 30, 2026, if one is needed.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, September 14, 2025 4:07 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226843] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226843
Date/Time	9/14/2025 4:07 PM
Type	Contact City Council
Address	2347 BEACON HILL DR, Dubuque
Origin	Website
Comments	Dear All, Firstly, thank you for your service to the City of Dubuque I encourage you to NOT further subsidize the current air service and consider other methods to make our city a viable departure/arrival airport. It has been obvious that this subsidizing is only a band-aid approach and the continuing competition of regional air service (CR, QC, & Madison) will continue to be a rival of Dubuque's and not a plan that's in the interests of the citizenry as a whole. I realize that most other cities in Iowa (Waterloo, Mason City)receive federal subsidies and Dubuque does not. To me the only alternative would be to contact Washington DC and/or the State of Iowa and pressure our elected leaders (Trump, Ernst, Grassley, Hinson, Reynolds) to get the Federal subsidies like other comparable cities have Geographically we admittedly are in a tough

position and I understand that , but to keep using hard earned local tax dollars to keep this thing going doesn't make sense.
If there's a surplus in the city budget it would benefit the community as a whole to invest in other improvements to our city.
Thanks for hearing me out.
Jim Prochaska

Submitter Prochaska, Jim
2478 Beacon Hill Dr
Dubuque, IA 52003
563-599-2665
jfprochaska@gmail.com

View in QAlert

Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Wednesday, September 17, 2025 8:21 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226909] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226909
Date/Time	9/17/2025 8:21 AM
Type	Contact City Council
Address	3095 LINDALE ST, Dubuque
Origin	Website
Comments	I FULLY support subsidizing the airport to retain flight services. It isn't only for businesses! The other options (other airports) to fly are not convenient or available for me. Perhaps putting a time limit to do so would appease some of the people? Thank you for all of the work you have put into this! Elaine Kray / Ward 2 / 563-556-8155
Submitter	Kray, Elaine 3095 Lindale St. Dubuque, IA 52001 563-556-8155 ejkray@aol.com

View in QAlert

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, September 18, 2025 10:04 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226967] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226967
Date/Time	9/18/2025 10:04 PM
Type	Contact City Council
Address	3074 KANE CT, Dubuque
Origin	Website
Comments	I, strongly, do not support using tax dollars to fund the lack of support for Denver Air. We've gone through 2 major airlines and, after a hiatus, 2 government grants to attempt to have Air service. What does it take for you to realize that Dubuque cannot sustain Air service?? After American left and we didn't have Air service, those choosing to fly, found other avenues. May i say..family friendly and more options. It's obvious that even tourists can't fill the plane. You built it and they didn't come..by air. Mr Van Milligan is asking for $1.6 million to start and then how much more?? Funding for the few isn't good city management. Please vote no!! Stop wasting tax dollars. I am using my address , for location, because this form doesn't accept the airport.
Submitter	Zaber, Mary P 3074 Kane Ct. Dubuque, IA 52001

563-599-1023
pzabes@gmail.com

View in QAlert

Dubuque, IA

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, September 20, 2025 9:54 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #227000] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	227000
Date/Time	9/20/2025 9:54 AM
Type	Contact City Council
Address	560 SUNSET RDG, Dubuque
Origin	Website
Comments	Esteemed Dubuque city council my name is Matt Mohr I'm a Southwest Airlines pilot. I graduated from the University of Dubuque in 1999. I have been in the industry since working for various businesses from mom and pop businesses to major airlines. I would like to weigh in on the airport funding issues. The DAC model is good for certain situations unfortunately the DBQ to ORD is not one of them. The DAC model can not be sustainable given the current structure of market. With the proliferation of business aircraft siphoning off some of the most profitable customers coupled with the high operational costs per seat of the EMB-145. DAC is one fuel spike away from cutting the route. The only model that would stand a chance at survival would be the use of the PC-12 aircraft in the 19 seat configuration. The airlines Boutique Air, Tradewinds, and Plane Sense use this model to great success in targeted markets. Coupled with opportunity to link the University of

Dubuque flight school to funnel pilots to the respective airlines. This would be one of the few businesses that would survive short of a major airline like United or American subsidizing the route again which I think we both know will probably not happen.
As it stands now what are we getting for the over one million dollar subsidy already being paid to airport. Adding another 1.6 million seems ludicrous. We need to increase revenue via building a new set of private aircraft hangars, increase rent for the corporate customers and reducing staff. In addition spinning off the FBO to a private entity. Dubuque air service should not be city employees.
Spending over 2.6 million to subsidize air service is not sustainable. That money buys a lot of bike lanes and dedicated trails or other amenities that more citizens can use. Esteemed council do the right thing, please consider taking a different path for all our citizens.

Submitter Mohr, Matt
Dubuque, IA
mdmohrair@me.com

View in QAlert

Dubuque, IA

Stephanie Valentine

From: Matthew Mohr <mdmohrair@me.com>
Sent: Tuesday, September 30, 2025 11:07 AM
To: Todd Dalsing
Subject: Re: DBQ Air Service Reply

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Hey Todd thanks for reaching with your very thoughtful and complete answers to the questions raised. I appreciate your time and effort responding to just an ordinary citizen thank you for that.

I hope the air service can supported and expanded in the near future. You do a great job providing a safe environment for aviation to exist in Dubuque. I appreciate your efforts.

Matt

On Sep 26, 2025, at 12:31, Todd Dalsing <tdalsing@cityofdubuque.org> wrote:

Matt,

Thank you for sharing your comment regarding daily scheduled commercial air service at Dubuque Regional Airport.
DBQ Air always appreciates creative thinking and are looking at every possible option for commercial air service into DBQ.

DBQ Air explored turboprop service at the outset. It was determined this was not the appropriate or desired air service type or level for the Dubuque Business and Residential Communities and reinforced per the business model and other considerations below.

1. While the business model is difficult on 50 seat jets, the business model on small turbo props ends up being net worse.
    1. These suggested aircraft have 9 seats, usually flying 8, not 19.
    2. The costs, from specific examples working both with Boutique and another regional operator, run 40-50% of the DAC 50-seat jets, while only offering 16% of the seats/capacity.
    3. Following, the turboprops operate with higher costs vs the capacity you are able to fill, and it is hard to drive fares on a turboprop.
    4. With this model, there is no ability to fully cover the costs or reach sustainability.

5. The end results, with a comparable service, have been paying approximately the same amount for 1/6 the passengers.

2. As quick notes on the suggested airlines:
    1. Boutique is nearly out of business, with three destinations left from more than 50 they had flown historically.
    2. Plane Sense is a charter/fractional ownership model, that does not have scheduled service or interline connectivity to a major carrier.
    3. Tradewinds does operate a couple scheduled routes in the Northeast and more in the islands, and we looked at them along with Cape Air and Southern in the early conversations but pursued connected jet service per the above.

3. As DBQ's costs and total subsidy stand, they are in fact lower than several other comparable markets, and in line with the norm post-covid. The initial investment period was covered by a Federal SCASD grant to note. MRGs have become much the norm for added service post-COVID.

4. We agree that this is not sustainable interminably and have discussed from the start that the current estimated time needed to develop sustained service is 2-3 years. This reflects the need to build the market, which is currently occurring with progression of the DAC flights.

5. Also not to miss the larger picture in the scope of the MRG costs, air service delivers directly back in multiples of economic impact on any money spent. This as an economic lever that will in turn help to develop and fund amenities and improve quality of life for residents.

Regards,

<image004.png>
Todd Dalsing
Airport Director, Dubuque Regional Airport
O: 563.589.4233 | C: 563.580.4669
10800 Airport Road | Dubuque, IA 52003-9555
<image005.png>

<image009.jpg>
<image003.gif>

<image006.png>

<image007.png>

<image008.png>

Clarke
UNIVERSITY

President's Office
1550 Clarke Drive
e. presidentsoffice@clarke.edu
Dubuque, Iowa 52001-3198
t. (563)588-6385
www.clarke.edu

September 23, 2025

City of Dubuque
Mayor and
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor and City Council Members,

On behalf of Clarke University, I am writing to convey our staunch support for continued Air Service at the Dubuque Regional Airport.

Clarke University brings students from over forty states and twenty-five countries. It is critical that Dubuque have Air Service to accommodate travel to and from campus for the start and end of the academic year as well as winter and spring breaks. Reliable Air Service is important for employees attending conferences and professional development opportunities, in addition to personal and family vacations. In short, having Air Service is a selling point in attracting students and employees to Clarke University and Dubuque.

Clarke University supports the City Manager's recommendation to utilize additional funds from the City of Dubuque FY25 budget to help offset the minimum revenue guarantee. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG). This initiative-taking approach represents an investment in maintaining a strong Air Service option for Dubuque.

Thank you for your consideration.

Sincerely,

Fletcher Lamkin
President
Clarke University

Cottingham & Butler

800 Main Street | Dubuque, IA 52001
1.800.793.5235 | www.CottinghamButler.com

Dear Mayor, Council and City Manager,

In talking with many flyers taking advantage of the Denver Air Connection flight to Chicago, we hear them say the trip was flawless. The parking, the thoroughness and timing of security, the enjoyment of talking with friends in the waiting area all exceeded their expectations.

Sure, we've heard the complaints, delayed flights, luggage challenges, company expense software doesn't coordinate the way it should.... we know this, any time an issue or problem has been raised with Denver Air, it's been addressed when the issue was theirs, and satisfactorily explained when it wasn't. The customer service has been wonderful. And none of the issues justify not working together to build a strong and successful commercial air connection to Chicago.

Our community is at a crossroads. Either we support all the great work that's been done to date to bring successful commercial air travel back to Dubuque to fuel the amazing future ahead of our county and region or we don't.

We side with growth and excitement and encourage all in our community to support funding the gap between the current passenger loads and the 80% capacity needed for continued flights. Not only does our community need this, we deserve it! Now is not the time to give up.

Successful commercial air travel to and from Dubuque is essential to the continued success of our community. So many incredible things are occurring now—The Field of Dreams, The Dubuque Museum of Art project, Schmidt Island, The University of Dubuque medical school, Wanderwood Gardens, new residential developments. The excitement is palpable, and our community is thinking about all the things that are possible! Viable commercial air service will further leverage our success as a community.

Denver Air has been an exceptional partner. By working together with the private sector, our community, county and region can ensure that all the hard work done to date will be the strongest foundation for an even better future.

Our ask is this, be an active and positive part of the solution. Commercial air service in Dubuque is only sustainable if people take advantage of the flights. Denver Air has been an incredible partner. GDDC, Dubuque Initiatives, The Dubuque Chamber of Commerce, Travel Dubuque, Dubuque Main Street and many of employers in Dubuque have been amazing partners to attract Denver Air. Long-term, the obligation is on us as travelers to fly Denver Air so the public support is no longer needed.

Sincerely,

Andrew J. Butler
Executive Chairman

CB

Crescent Community
HEALTH CENTER

Date: 9/25/2025
To: Dubuque Mayor & City Council OR TH Editorial Board
RE: Supporting the Long-Term Success of Daily Commercial Air Service at the Dubuque Regional Airport
OR
Re: A Call to Action for Daily Commercial Air Service at DBQ

On behalf of Crescent Community Health Center, I am writing to express our strong support for the City's investment in retaining and expanding daily commercial air service at the Dubuque Regional Airport (DBQ). We believe that consistent, reliable air travel is not a luxury but a necessity for our region's economic health and future growth. It is our position that we must apply all resources necessary to secure and protect this vital transportation infrastructure.

While current service offerings via Denver Air Connection to O'Hare have been a positive step in meeting our business and community access needs, ensuring long-term viability requires our committed and urgent action now. A thriving airport with daily flights is critical to our current and future success. More importantly, it is a key asset to our community's long-term growth and viability in numerous ways including talent attraction and retention, driving business growth, encouraging economic development, and supporting local prosperity.

Crescent is committed to prioritizing DBQ for our business travel whenever possible. We encourage our fellow business leaders, residents, and leisure travelers to do the same. By consistently filling seats on DBQ flights, we can collectively secure a strong, connected future for our region.

In this moment, we understand the financial challenges that exist in continuation of service versus the risk of losing it outright. The cost of losing this economic asset is a far greater threat to our future that the investment we make to keep it.

1690 Elm Street Suite 300 • Dubuque, Iowa 52001 • Phone: 563-690-2850 • Fax: 563-557-8488

We support and thank you for your consideration in continued financial support for access to daily commercial air service from the Dubuque Regional Airport.

Sincerely,
Chad Wolbers



Chief Executive Officer
Crescent Community Health Center
CWolbers@crescentchc.org (563) 690-2860

DUBUQUE AREA CHAMBER

Dubuque Mayor and City Council
City of Dubuque
50 W 13th Street
Dubuque, Iowa 52001

Friday September 12th, 2025

RE: Chamber Supports City Commitment for Denver Air MRG

Dear Mayor and Members of the City Council,

On behalf of the Dubuque Area Chamber of Commerce, I urge you to take decisive action to protect one of the most critical pillars of our community's economic future: daily commercial air service. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG).

Securing and sustaining new air service is a multi-year endeavor. While the U.S. DOT Small Community Air Service Program Grant restored air service in the past year, those funds are now exhausted. Every major community partner has stepped forward, but without the City's commitment, the future of commercial air service in Dubuque is at risk. Unlike other Iowa cities, Dubuque must stand alone in this effort. There are no backup options, no other airlines waiting in line.

Air service is not a luxury—it is a necessity. It connects our residents and businesses to the global marketplace, influences where families choose to live and determines where companies invest and grow. The presence—or absence—of air service directly shapes our region's competitiveness, population growth, and quality of life.

History has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s. We cannot afford to repeat that mistake.

This is about more than flights; it is about safeguarding Dubuque's future. We ask you to protect our economy, our residents' quality of life, and the amenities essential to attract talent and investment by supporting the Denver Air Connection MRG.

Respectfully,

Molly Grover

Molly Grover, President & CEO
Dubuque Area Chamber of Commerce

September 11, 2025

Greater Dubuque DEVELOPMENT CORP.

Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

Mayor Cavanagh and Members of the City Council
Dubuque City Hall
50 W 13th Street
Dubuque, IA 52001

Dear Mayor Cavanagh and Members of the City Council,

The future competitiveness of Dubuque is on the line. Without commercial air service our community cannot hope to reach its full potential.

Every other regional airport of our size in Iowa receives support from Federal Essential Air Service (EAS). Nearly $29 million in total. Dubuque alone has been denied that support, putting us at a crippling disadvantage through no fault of our own. While peers in Burlington, Fort Dodge, Mason City, Sioux City and Waterloo move forward with federal help we stand alone, dependent on one another to ensure commercial air service. Dubuque is left to compete with one arm tied behind our back.

The only path forward is to provide a revenue guarantee to Denver Air. Without this unfortunate reality Dubuque risks being permanently disconnected from the national economy. Businesses will choose to expand elsewhere, visitors and conventions will bypass us, talented professionals will look to communities with the connectivity they and their families require.

Please know that the non-profit sector is also doing its part. Greater Dubuque Development, in partnership with Dubuque Initiatives (DI) has launched a voucher program funded by DI to directly increase enplanements. Between August 11th and September 30th every ticket purchased for a round trip to or from Dubuque is eligible for a $100 voucher. To date more than $20,000 in vouchers have been distributed and the requests are growing by the hour. The mission is clear; boost ridership, reduce the need for revenue guarantees and demonstrate that this service can succeed.

But without a revenue guarantee from The City those efforts will not be enough. This is not a matter of convenience it is a matter of economic survival and future prosperity. A revenue guarantee is not a subsidy; it is an investment. It buys us the time we need until federal financial support is secured and routes from Dubuque become profitable. Without it we will never reach our full potential. I urge your favorable consideration of this matter.

In your service,

Rick Dickinson
President & CEO

YOU can be great here.

LORAS COLLEGE

OFFICE OF THE PRESIDENT
1450 Alta Vista Street
Dubuque, IA 52001
563.588.7103

September 15, 2025

Mayor Brad M. Cavanaugh
Dubuque City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor Cavanaugh and Members of the City Council:

On behalf of Loras College and our students, faculty, staff, parents, and alumni, I am writing to convey our strong support for continued air service at the Dubuque Regional Airport via the minimum revenue guarantee to Denver Air Connection.

For a regional institution like Loras with students, parents, faculty, alumni, and partners from across the country and around the world, daily commercial air service provides daily connectivity that supports:

- Student recruitment & retention
- Faculty & staff recruitment & retention
- Retention of talent in the Dubuque community upon degree completion
- Alumni & donor engagement
- Strategic partnerships with other regional and national institutions
- Academic and athletic travel
- Enhanced institutional visibility and accessibility

Loras College is proud to be a committed partner in strengthening the Dubuque community. We appreciate the City's leadership on this critical issue and encourage your continued support. While we understand the financial considerations involved, we believe that your support is a smart investment in Dubuque's continued success. Maintaining air service is not just about convenience, it is about positioning Dubuque as a connected city that is prepared to meet the needs of its residents, businesses, and institutions like Loras.

Sincerely,

Michael H. Doyle, J.D. ('91)
President

September 11, 2025

City of Dubuque
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear City Council Members,

On behalf of Travel Dubuque, I am writing to convey our strong support for Air Service at the Dubuque Regional Airport.

Travel Dubuque is dedicated to leading tourism destination promotion and development to enhance and expand the Dubuque Area experience. With over 2 million visitors and 314 million in economic impact annually, the tourism industry is an integral component in the development and continued prosperity of the Dubuque region. We recognize how vital reliable air service is to our community, not only for visitors, but also for businesses, residents, and the overall economic health of our area.

We also want to express our support for the City Manager's recommendation to utilize additional funds from the FY25 budget to help offset the minimum revenue guarantee. This proactive approach represents an investment in maintaining a strong air service option for Dubuque and reinforces the City's commitment to ensuring our community remains a vibrant, connected destination for both residents and visitors.

Sincerely,

Keith Rahe, President + CEO
Travel Dubuque

UNIVERSITY of DUBUQUE
OFFICE OF THE PRESIDENT
UDpresident@dbq.edu

15 September 2025

Mayor Brad Cavanagh and Dubuque City Council
City Hall
50 West 13th Street
Dubuque, Iowa 52001

Dear Mayor Cavanagh and Members of the City Council,

Local air service currently provides our community easy access to the rest of the country—plain and simple. The effort to retain local air service with Denver Air is a vital and necessary step to continue our success as a community of choice for residents, for local businesses, for regional industries, and for literally thousands of undergraduate and graduate students who come here each year to earn a degree and learn about all that Dubuque has to offer them. By supporting our current partnership with Denver Air, we strengthen Dubuque's competitiveness as a place to learn, work, and live, while opening doors for residents, businesses, industries, and visitors alike.

The city's current relationship with Denver Air is, as I understand it, a step in the right direction toward establishing a stronger, more sustainable foundation for commercial air travel here in Dubuque. This partnership creates the opportunity for attracting additional travel options, potentially drawing more service providers, and ultimately offering a wider variety of travel times at affordable, competitive prices. Now is not the time to lose ground in this strategic effort to establish local air service for our community.

For higher education, air service is especially critical. Dubuque's colleges and universities bring thousands of students to the city each year. Many of our students—and the faculty, staff, and coaches who guide them—come from across the United States. Without air access, the ability to recruit and retain this talent is significantly limited. Our ability to offer convenient and accessible air service for our students and their families is essential for colleges and universities in Dubuque to thrive.

The reality of the "demographic cliff" often discussed in higher education circles (*i.e.*, the national decline in the number of college-aged students) means our local universities must reach farther to bring students to Dubuque. Air service helps us do just that. Without local air service, it becomes more difficult to recruit and retain students for our academic programs and our athletic teams. Dubuque must remain directly connected to the rest of the country by air.

The importance of connectivity extends beyond the education industry. Dubuque was recently named by *The Wall Street Journal* as one of the best places to visit in the United States. Visitors, tourists, trade shows, conventions, and businesses need confidence that Dubuque is accessible. For employers, reliable air service is essential to recruit and retain talent and to connect with clients, suppliers, and investors across the country. Local industries, from manufacturing and agriculture to healthcare and technology, depend on strong transportation links to remain competitive in a national and global marketplace. Supporting air service is not a subsidy; it is an investment in the long-term growth and vitality of our region.

Denver Air provides us with a path forward. Now is the time to support this initiative and ensure Dubuque remains a vibrant, connected city where rural meets urban, local meets global, and opportunity meets innovation.

Sincerely,

Dr. Travis L. Frampton, Ph.D.
President
University of Dubuque

Commercial Air Service
and
Minimum Revenue Guarantee
Update



INTRODUCTION

During annual goal-setting in 2022, 2023, and 2024, commercial air service was identified as a top priority for the community.

To achieve this priority a minimum revenue guarantee (MRG) is needed. A MRG is an agreement whereby a municipality guarantees an airline a certain amount of revenue for new or expanded air service.

MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses.

By fostering new or expanded air service, MRGs help support local economies by supporting local business, leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, DBQ offered three flights a day to Chicago (ORD) on American Airlines.

In calendar year 2019 (pre-COVID), FAA enplanement reported 36,521 passengers flew from DBQ to ORD as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from DBQ to ORD daily

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020.

In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced they were suspending service to DBQ starting September 7, 2022, citing national pilot shortage.

As a result of the loss of daily scheduled air service, DBQ Air was formed.

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a “refreshed” Small Community Air Service Development (SCASD) grant, increasing federal participation from $775,000 to $1,500,000. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub to improve regional connections.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner, began meeting weekly to restore daily scheduled service.
Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to ORD on Denver Air Connection utilizing an ERJ145 regional jet (50 Seat).

Utilizing SCASD and FAA Air Carrier Incentive Program, Denver Air began service on November 4, 2024, featuring interline agreements with United and American to hundreds of connections beyond ORD. Initial agreement ended April 30, 2025 with 6-month extensions (May 1 – Oct 31 & Nov 1- April 30) and a 60-day clause to pause service.

OVERCOMING CHALLENGES

Dubuque has overcome several challenges prior to and since the return of commercial air service in November 2024.

- **No Commercial Air Service at DBQ for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of commercial air service.
- **Launching New Service in November:**
  Nationally, November through February are lower passenger travel months.
- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at DBQ, This challenge eventually led to DBQ Air working with Denver Air and ORD to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, ORD advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal. Mayor Cavanagh and Denver Air petitioned ORD's gate director and ultimately restored operations and jet bridge service at Gate G21.
- **No Other Federal or State Funding Options Available:**
  DBQ Air, City of Dubuque, Dubuque County and partners continue to advocate with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to DBQ.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  Mayor met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, regularly meets with all mainline carriers who convey the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a study to provide a detailed understanding of the want and need for commercial air service among a variety of stakeholders and regional users

Employers: 228 Responses and 28 of those in person interviews

· Strong support. Most employers (73%) support efforts to attract DBQ air service, recognizing it might require financial guarantees.
· Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service with voluntary private funding efforts, 51% support with 29% neutral.
· Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
· Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
· Economic Impacts of air service expansion:
  · Two-thirds (68%) expect a positive impact on their business.
  · Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

· Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract DBQ air service.
· Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using DBQ if air service were expanded to a major hub airport.
· Desired service. Chicago O'Hare is the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
· Impacts of DBQ air service expansion.
  · 84% expect a positive impact on their household.
  · Almost all (97%) expect a positive impact on the greater Dubuque area economy.

Traveler Survey

July 2025 a survey targeted travelers flying through DBQ clearly indicate that people who use the service have a positive experience.
As of September 4, over 80 passengers have completed the survey.

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

POPULATION GROWTH

According to the 2024 US Census Bureau's population estimates Dubuque County is approaching 100,000.
Only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024.
Local commercial air service is needed in growing communities.

Daily commercial air service also provides a conduit to national and international students attending higher education in the tristate area:

Higher Education	Approximate Student Population
•Loras College	1,600
•Clarke University	1,200
•University of Dubuque	2,190
•Emmaus Bible College	206
•Wartburg Theological Seminary	193
•Divine Word College	61
•University Wisconsin Platteville	6,696

ECONOMIC DEVELOPMENT

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently US is constructing a new hangar, flight center, apron and parking.
- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; the over $100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction.

Air service is imperative to keep this momentum moving forward and is an expected service in a growing community, no different than high-speed internet, available land for growth, utilities, ground transportation and recreational space.

FUNDING UPDATE

Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the transportation network.

Using numbers based on the 2022 Iowa Airport Economic Impact Study, 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
7,637	$2,201	1.13	**$18,994,212**





Outside of the DOT Small Community Air Service Development (SCASD) Program, there are very few incentives or funding mechanisms available for DBQ to attract and retain air service.

Essential Air Service (EAS) Program

Managed by the U.S. DOT, the EAS program currently subsidizes air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978.

The FAA Modernization and Reform Act of 2012 provided the wording, “to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011.”

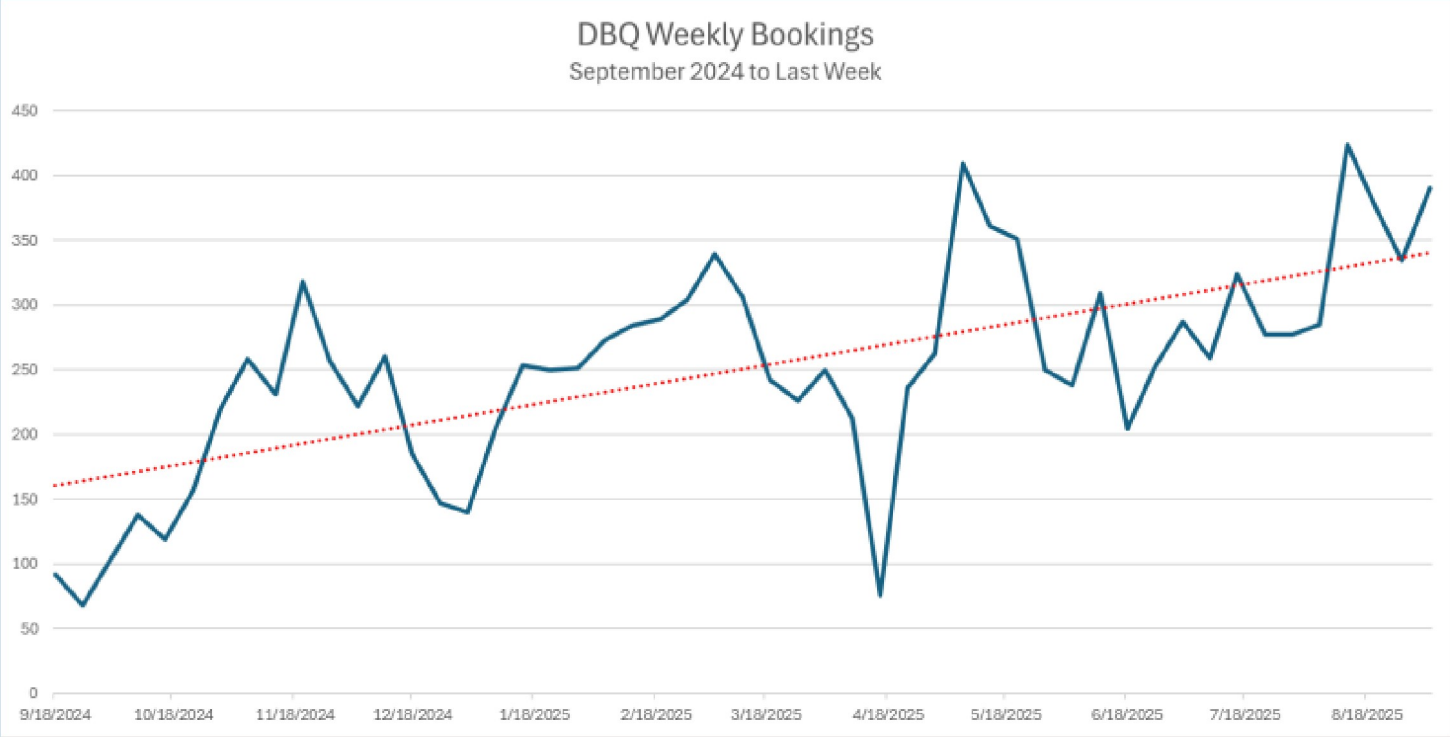
Unlike other like-sized Iowa communities DBQ was not participating in the EAS because air service at the time was self supporting and did not need to be subsidized, therefore DBQ is currently not eligible for EAS under current DOT guidelines.

Following Iowa commercial airports were participating in the specified time frame and currently receiving EAS funding (CY 2024):

•Waterloo ALO	$7.4 Million
•Sioux City SUX	$5.3 Million
•Fort Dodge FOD	$6.4 Million
•Mason City MSW	$6.5 Million
•Burlington BRL	$3.5 Million

The objective from the start of any service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers.
Enplanements continue to grow and are trending positively with DBQ currently averaging 50% load factors.



In order to achieve self-sufficiency, DBQ Air Service Consultant estimates that Denver Air must attain an average load factor of 80%. To achieve the remaining 30%, an increase of 15 passengers per flight on the current 50-seat aircraft will be necessary. Given DBQ's historical average of around 100 passengers daily prior to the Covid pandemic, this target is attainable.

Following provides financial account for the DOT Small Community Air Service Development Program (SCASDP) Minimum Revenue Guarantee (MRG) to date and estimated expenses for maintaining air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding Breakdown:

DOT	$1,500,000
City of Dubuque	$ 150,000
Dubuque Chamber	$ 100,000
GDDC	$ 50,000
Dubuque County	$ 50,000
Travel Dubuque	$ 50,000
Airport	$ 40,000
IA DOT of Aviation	$ 25,000
	$1,965,000 Cash
In-Kind Contributions	$ 70,195 Media vendors match
Airport Incentive Program	$ 27,086 Airport fees waived
Total	**$ 2,062,281**

Funding Payments

	Invoice Total	Funding Source
November 2024	$276,608.03	SCASD Grant
December 2024	$260,321.95	SCASD Grant
January 2025	$361,762.02	SCASD Grant
February 2025	$326,687.00	SCASD Grant
March 2025	$312,362.41	SCASD Grant
April 2025	$333,773.15	SCASD Grant
May 2025	$363,468.77	$28,485.44 SCASD Grant Balance and $334,983.33 Travel Dubuque Funding
June 2025	$282,811.29	$165,015.67 Travel Dubuque Funding and $117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	TBD
August 2025	$249,704.00 EST.	TBD
September 2025	$243,824.00 EST.	TBD
October 2025 (5 Weeks)	$323,155.00 EST.	TBD
November 2025	$270,424.00 EST.	TBD
December 2025	$229,824.00 EST.	TBD

Additional Funding Sources and Incentives Utilized to Date:
•Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
•Chamber $50,000 in marketing over two years + $15,000 in kind.
•Telegraph Herald matched Chamber $15,000 in kind
•Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between August 11 and September 30, 2025.
•The Dubuque Airport Commission waived annual rates and charges to DAC according to FAA Air Carrier Incentive Program. DBQ also provides discounted ground handling, fuel fees, consultant and marketing costs.
•The Hilton/ Q Casino provides a discounted hotel rate for DAC crew.
•The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
•The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:
•Mile High Elite Rewards: One point per flight purchased. Six points earns a one-way reward ticket to any Denver Air Connection destination.
•Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program.

Denver Air
CONNECTION
A Key Lime Air Company


Fly
DBQ
DUBUQUE REGIONAL AIRPORT

Commercial Air Service
and
Minimum Revenue Guarantee
Update
October 6, 2025



AIRPORT CATCHMENT AREA

An airport catchment area, or service area, is a geographic area surrounding an airport where it can reasonably expect to draw passenger traffic and is representative of the local market. The catchment area contains the population of travelers who should use DBQ considering the drive time from the catchment area to competing airports. This population of travelers is DBQ's focus market for air service improvements and represents the majority of travelers using the local airport. **Exhibit 3.1** identifies the DBQ catchment area.

EXHIBIT 3.1 DBQ CATCHMENT AREA



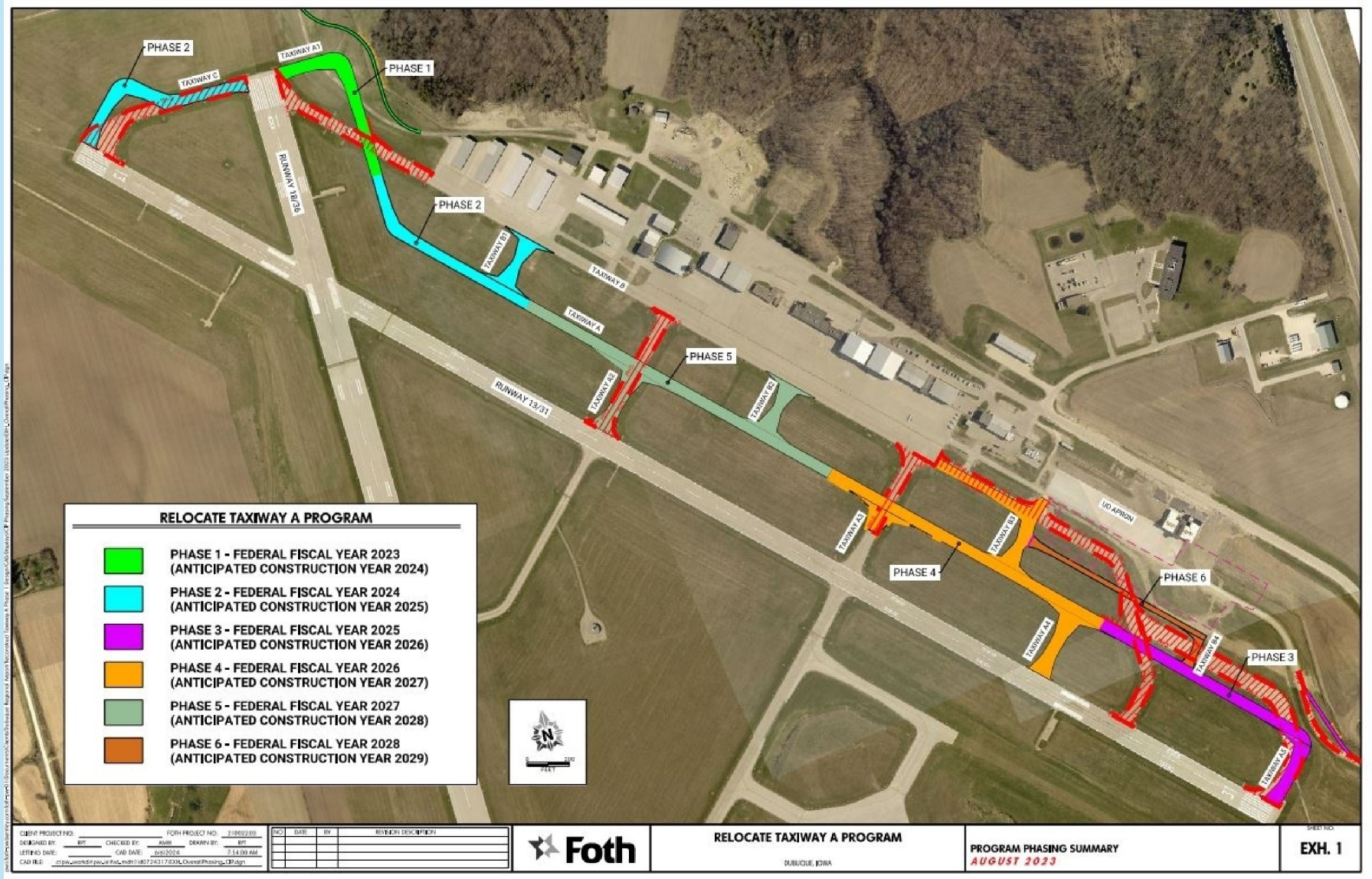
According to 2022 Mead and Hunt Study using Global Distribution System and Airline data there are 176,498 passengers in Dubuque Catchment area (Approximately 30-40 minutes from Dubuque). Passenger demand each way (PDEW) data indicate approximately 505 passengers fly out of an airport to a destination from Dubuque catchment area daily.

Direct Benefits to Dubuque Regional Airport

1. Federal Aviation Administration (FAA) Airport Improvement Program (AIP) eligibility:

- Commercial Airports that have greater than 10,000 enplanements - receive $1,300,000/year entitlement + discretionary funding.
- Commercial Airports which have less than 10,000 enplanements – receive funding based on an escalating scale based on enplanements + discretionary funding.
  - For example, ½ of 10,000 or 5,000 enplanements = $650,000 entitlement.
  - DBQ is on track to reach 7,000 + enplanements for calendar year 2025.
- Commercial airports with no scheduled commercial air service, also known as General Aviation Airports, receive little if any AIP or discretionary funding.

Current DBQ Project Example: Taxiway Alpha



Phased over 5 years, 2024-2028, estimated $40 million project using FAA AIP entitlement and discretionary funding. The project is eligible is 90% federal ($36 Million), 10% local ($4 Million)

Phase 1 **Green** = Complete
Phase 2 **Blue** = In Progress
Phase 3 **Purple** = Received Go letter from FAA to bid next year.
Phase 4 and 5 = TBD

Direct Benefits to Dubuque Regional Airport - Continued

2. Passenger Facility Charge

DBQ Airport received $4.39 passenger facility charge (PFC) for each passenger enplaned.
DBQ FAA approved PFC Plan is dedicated to Airport Improvement Program projects to pay toward annual debt service on local 10% match.

Estimating ERJ 145, 50 seat aircraft, 80% load factor:
40x7x52= 14,560 pax X $4.39 PFC = $63,918 annual

3. Direct Job Retention at Dubuque Regional Airport

Terminal Employees		
Ground Handling	2 FT, 10 PT	= 12
TSA	5 FT, 5 PT	= 10
Avis	1 FT, 1 PT	= 2
Bag Service	1FT	= 1
	Total	= 25

Add restaurant employees with sustained service.
Does not include secondary service.


Fly
DBQ
DUBUQUE REGIONAL AIRPORT

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: Commercial Air Service Minimum Revenue Guarantee

DATE: September 11, 2025

INTRODUCTION

During annual goal-setting sessions in 2022, 2023, and 2024, you identified commercial air service as a top priority for the community. The purpose of this memorandum is to provide an update on efforts related to that priority and to request your approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.

In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, Dubuque offered daily commercial air service with three flights a day to Chicago (O'Hare) on American Airlines, destination charters on Sun Country Airlines to Biloxi and Laughlin, and private charters (examples: Honor Flight, MLB, VIP) operating out of the Captain Robert L. Martin Terminal.

In calendar year 2019 (pre-COVID), FAA enplanements reported 36,521 passengers flew from Dubuque to O'Hare as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from Dubuque to O'Hare daily and a total of 73,184 outbound and inbound total passengers.

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020. In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced in June 2022 they were suspending service to Dubuque starting September 7, 2022, citing the national pilot shortage.

As a result of the loss of daily scheduled air service, a Commercial Air Service Team (CAST) was formed and eventually evolved into a 501(c)6 not for profit, DBQ Air, with board members combined from private public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a "refreshed" Small Community Air Service Development (SCASD) grant, increasing federal participation from $775,000 to $1,500,000. The DOT approved the grant, and the Airport Commission executed the grant on November 7, 2023. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub and to improve regional connections to the nation and world for business and leisure travelers.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, began meeting weekly to restore daily scheduled service and explore additional service. Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to O'Hare on Denver Air Connection utilizing an ERJ145 aircraft (50 Seat).

Utilizing the SCASD grant and FAA Air Carrier Incentive Program (which includes fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to start or increase service), Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare.

Overcoming Challenges
Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at Dubuque for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.
- **Launching New Service in November:**

Nationally, November through February are low passenger travel months.

- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at Dubuque, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to Dubuque Air working with Denver Air and O'Hare to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, O'Hare advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from O'Hare's gate was May 15, 2025.
- **No Other Federal or State Funding Options Available:**
  Dubuque Air and Dubuque and Dubuque County elected officials have unsuccessfully advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to Dubuque.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  A City official met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport, among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque air service, recognizing it might require financial guarantees.

- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from Dubuque as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
    - Two-thirds (68%) expect a positive impact on their business.
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- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
    - 84% expect a positive impact on their household.
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July 2025 results from a survey targeted toward travelers flying through Dubuque clearly indicate that people who use the service have a positive experience. As of September 4, over 80 people have completed the survey. Here are some key results:

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

Population Growth

The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone. Only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of

Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors. Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of Iowa -- and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. Local commercial air service is expected and needed in growing communities.

Daily commercial air service provides a conduit to national and international students attending higher education in the tristate area:

- Loras College – Student population: Approximately 1,600
- Clarke University – Student population: Around 1,200
- University of Dubuque – Student population: 2,190
- Emmaus Bible College – Student population: 206
- Wartburg Theological Seminary – Student population: 193
- Divine Word College – Student population: 61
- University of Wisconsin–Platteville – Student population: 6,696

Economic Development

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs. One of the indicators that shows Dubuque is growing and thriving is building permit fees. Last fiscal year permit fees were $1,357,425, which is an increase of $567,937 (72%) from the prior fiscal year.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Osteopathic Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently US is constructing a new hangar, flight center, apron and parking.

- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; a planned new Dubuque Community Y; the over $100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction; investments in city infrastructure and streets.

Air service is imperative to keep this momentum moving forward. It is an infrastructure which facilitates business, tourism, and helps attract and retain residents (including students). It is an expected service, no different than high-speed internet, available land for growth, utilities, ground transportation (bus), recreation space, etc.

Funding Air Service
There are very few incentives or funding mechanisms available for Dubuque to attract and retain air service.

Essential Air Service (EAS) Program
Unlike other like-sized Iowa communities Dubuque could not participate in the EAS program in 2012 because air service at the time was self supporting and did not need to be subsidized, therefore Dubuque is currently not eligible for EAS under DOT regulations.

Managed by the U.S. Department of Transportation, the EAS program currently subsidizes commuter and certificated air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states that otherwise would not receive any scheduled air service. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978 and include: Communities were more than 70 highway miles from large or medium hub airport, communities that require a per-passenger subsidy rate of $200 unless community is farther than 210 highway miles from large or medium hub airport.

The Airline Deregulation Act of 1978 also guaranteed that communities served by air carriers before deregulation (1978) would continue to receive a certain level of scheduled air service. If an air carrier could not continue that service without incurring financial loss, the DOT could use EAS funding to award the carrier willing to provide service.

The FAA Modernization and Reform Act of 2012 included reform measures that a community must have a minimum number of enplanements to remain eligible for the subsidy. It also provided the wording, "to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011." *Air Service at Dubuque was self supporting during this time therefore not participating or eligible*

As of October 1, 2012, no new communities can enter the program should they lose their unsubsidized service, except in Alaska and Hawaii. This prohibits Dubuque from receiving EAS funding under current federal regulations.

Iowa Commercial airports received the following EAS funding in 2024:

- Waterloo ALO $7.4 Million
- Sioux City SUX $5.3 Million
- Fort Dodge FOD $6.4 Million
- Mason City MSW $6.5 Million
- Burlington BRL $3.5 Million

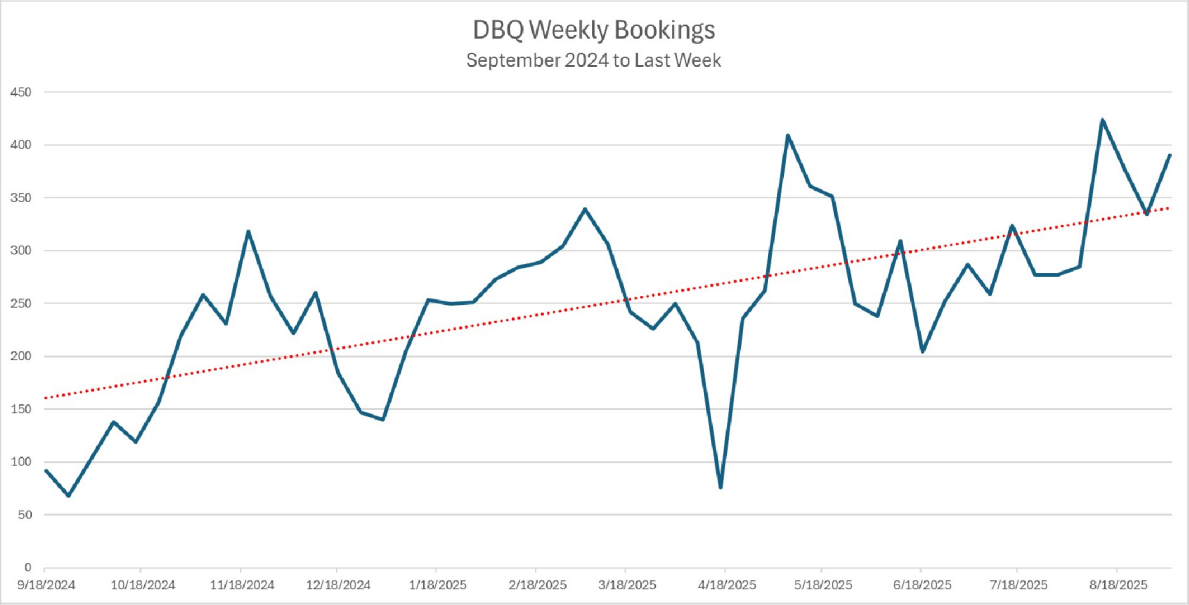
Funding Update
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

Dubuque/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
7,637	$2,201	1.13	**$18,994,212**

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors.



To attain self-sufficiency, Dubuque Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque's history of approximately 100 passengers per day pre-Covid.

The following provides a comprehensive financial account for the DOT Small Community Airservices Development Program (SCASDP) and forecast Minimum Revenue Guarantee (MRG) to retain daily scheduled commercial air service on Denver Air Connection at Dubuque Regional Airport. This forecast outlines the estimated expenses, revenues, and financial needs for maintaining air service between Dubuque and Chicago O'Hare offering a picture of the financial landscape and the necessary funding to retain air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:		
DOT	$1,500,000	
City of Dubuque	$ 150,000	
Dubuque Chamber	$ 100,000	
GDDC	$ 50,000	
Dubuque County	$ 50,000	
Travel Dubuque	$ 50,000	
Airport	$ 40,000	
IA DOT of Aviation	$ 25,000	
	$1,965,000	Cash
In-Kind Contributions	$ 70,195	Media vendors match
Airport Incentive Program	$ 27,086	Fees waived
Total	**$2,062,281**	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
November 2024	$276,608.03	SCASD Grant
December 2024	$260,321.95	SCASD Grant
January 2025	$361,762.02	SCASD Grant
February 2025	$326,687.00	SCASD Grant
March 2025	$312,362.41	SCASD Grant
April 2025	$333,773.15	SCASD Grant
May 2025	$363,468.77	$28,485.44 SCASD Grant Balance and $334,983.33 Travel Dubuque Funding
June 2025	$282,811.29	$165,015.67 Travel Dubuque Funding and $117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	TBD
August 2025	$249,704.00 EST.	TBD
September 2025	$243,824.00 EST.	TBD

October 2025 (5 Weeks)	$323,155.00 EST.	TBD
November 2025	$270,424.00 EST.	TBD
December 2025	$229,824.00 EST.	TBD

Total estimated funding needed to retain service through December 2025:
$ 1,641,946.

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
- Chamber $50,000 in marketing over two years + $15,000 in kind.
- Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and Sept. 30, 2025.
- The Dubuque Airport Commission waives annual rates and charges to DAC according to FAA Air Carrier Incentive Program. Dubuque also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for DAC crew.
- The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program!

ACTION TO BE TAKEN

The City of Dubuque each year adopts a balanced budget. Because of changes that occur during the budget year each year the city finishes with unexpended funds remaining. The City of Dubuque is currently working to close out the Fiscal Year 2025 $263 million city budget ($88 million general fund), that ended June 30, 2025, and there will be available several million dollars (final amount to be determined as the budget is officially closed out over the next few weeks), some of which can be used to fund a minimum revenue guarantee (estimated at $1,641,946) through at least December 2025 providing time to provide more information to help determine if commercial air service from Denver Air at Dubuque Regional Airport is feasible long term.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

From: Andrew Butler <ABUTLER@cottinghambutler.com>
Sent: Thursday, October 2, 2025 7:00 AM
Subject: FW: Commercial Air Service in Dubuque is Essential

Caution! This message was sent from outside your organization. Never give your login information and password over email! Allow sender | Block sender

In talking with many flyers taking advantage of the Denver Air Connection flight to Chicago, we hear them say the trip was flawless. The parking, the thoroughness and timing of security, the enjoyment of talking with friends in the waiting area all exceeded their expectations.

Sure, we've heard the complaints, delayed flights, luggage challenges, company expense software doesn't coordinate the way it should.... we know this, any time an issue or problem has been raised with Denver Air, it's been addressed when the issue was theirs, and satisfactorily explained when it wasn't. The customer service has been wonderful. And none of the issues justify not working together to build a strong and successful commercial air connection to Chicago.

Our community is at a crossroads. Either we support all the great work that's been done to date to bring successful commercial air travel back to Dubuque to fuel the amazing future ahead of our county and region or we don't.

We side with growth and excitement and encourage all in our community to support funding the gap between the current passenger loads and the 80% capacity needed for continued flights. Not only does our community need this, we deserve it! Now is not the time to give up.

Successful commercial air travel to and from Dubuque is essential to the continued success of our community. So many incredible things are occurring now—The Field of Dreams, The Dubuque Museum of Art project, Schmidt Island, The University of Dubuque medical school, Wanderwood Gardens, new residential developments. The excitement is palpable, and our community is thinking about all the things that are possible! Viable commercial air service will further leverage our success as a community. Denver Air has been an exceptional partner. By working together with the private sector, our community, county and region can ensure that all the hard work done to date will be the strongest foundation for an even better future.

Our ask is this, be an active and positive part of the solution. Commercial air service in Dubuque is only sustainable if people take advantage of the flights. Denver Air has been an incredible partner. GDDC, Dubuque Initiatives, The Dubuque Chamber of Commerce, Travel Dubuque, Dubuque Main Street and many of employers in Dubuque have been amazing partners to attract Denver Air. Long-term, the obligation is on us as travelers to fly Denver Air so the public support is no longer needed.

Andrew J. Butler *CPCU, CEBS, ARM, CSFS*
Executive Chairman, Cottingham & Butler, Inc.
President, SISCO
O 563.587.5041 M 563.370.0631 F 563.587.6627
abutler@cottinghambutler.com

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	227384
Date/Time	10/6/2025 1:13 PM
Type	Contact City Council
Address	3188 HIGHLAND PARK DR, Dubuque
Origin	Website
Comments	We need to stop funding air service. We already know that there are not enough customers to support air service. I don't think the council is listing to the larger group against supporting air service with tax dollars. This would be another situation like 5 Flags, Port of Dubuque docks and convenient store and the I'm On ice arena. They each cost the taxpayers hundreds of thousands of dollars each year and they're not even close to be self-supporting! All these projects are outside the purview of the City Government. The claims made by some of the council members stating the city will not grow or our higher education institutions will suffer are unfounded!
Submitter	Wolff, Keith 210 Cedar Cross Road Dubuque, IA 52003 563-582-1691 kwolff@dubuquesign.com

RESOLUTION NO. 111-25

A RESOLUTION OF SUPPORT FOR CONTINUED
COMMERCIAL AIR SERVICE
AT THE DUBUQUE REGIONAL AIRPORT

WHEREAS, the Dubuque Regional Airport stands as a crucial transportation asset for the tri-state area, serving residents, businesses, educational institutions, and visitors across northeast Iowa, southwest Wisconsin, and northwest Illinois; and,

WHEREAS, having scheduled commercial air service is a key requirement for federal Airport Improvement Program (AIP) funding through the Federal Aviation Administration (FAA), utilizing entitlement and discretionary grants; and,

WHEREAS, Dubuque Regional Airport is currently undertaking a multi-phase Taxiway Alpha reconstruction project estimated at $40 million over five years (2024–2028), with 90% of funding ($36 million) expected from FAA AIP sources and 10% ($4 million) from local matching funds; and,

WHEREAS, the potential loss of commercial air service is not just a concern, but a looming threat that would not only jeopardize Dubuque's eligibility for guaranteed federal entitlement and discretionary funding but also put airport operations, safety, and regional economic growth at risk; and,

WHEREAS, the City of Dubuque is actively working on federal and local strategies to maintain commercial air service; and,

WHEREAS, the City of Dyersville recognizes the importance of commercial air service in Dubuque to our community's quality of life, business environment, tourism, and access to national markets; and,

WHEREAS, without regular commercial flights at the Dubuque Regional Airport, Dyersville would find it difficult to host international and national special events because guests would need to drive from airports over an hour away; and,

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

Section 1. The Dyersville City Council fully supports the City of Dubuque's ongoing efforts to retain and expand commercial air service at the Dubuque Regional Airport.

Section 2. The Dyersville City Council authorizes the Mayor and City Administrator to work with the City of Dubuque and other regional partners to promote and aid these efforts.

Section 3. The Dyersville City Council urges other local jurisdictions, Dubuque and Delaware Counties, and the State of Iowa to partner with the City of Dubuque to seek viable solutions for maintaining commercial air service at the Dubuque Regional Airport. This collaborative effort could not only ensure the airport's future but also pave the way for enhanced regional connectivity and economic growth.

Passed and approved this 6th day of October 2025.

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Manager providing an update on efforts related to commercial air service and to request City Council approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.
SUGGUESTED DISPOSITION:	Receive and File; Council Direction

ATTACHMENTS:

1. MVM Memo
2. Travel Dubuque
3. GDDC
4. Dubuque Area Chamber of Commerce
5. Public Input_Uploaded 9.15.25
6. Presentation - Uploaded 9.15.25
7. Loras College - Uploaded 9.15.25
8. University of Dubuque - Uploaded 9.15.25

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: Commercial Air Service Minimum Revenue Guarantee

DATE: September 11, 2025

INTRODUCTION

During annual goal-setting sessions in 2022, 2023, and 2024, you identified commercial air service as a top priority for the community. The purpose of this memorandum is to provide an update on efforts related to that priority and to request your approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.

In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, Dubuque offered daily commercial air service with three flights a day to Chicago (O'Hare) on American Airlines, destination charters on Sun Country Airlines to Biloxi and Laughlin, and private charters (examples: Honor Flight, MLB, VIP) operating out of the Captain Robert L. Martin Terminal.

In calendar year 2019 (pre-COVID), FAA enplanements reported 36,521 passengers flew from Dubuque to O'Hare as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from Dubuque to O'Hare daily and a total of 73,184 outbound and inbound total passengers.

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020. In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced in June 2022 they were suspending service to Dubuque starting September 7, 2022, citing the national pilot shortage.

As a result of the loss of daily scheduled air service, a Commercial Air Service Team (CAST) was formed and eventually evolved into a 501(c)6 not for profit, DBQ Air, with board members combined from private public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a "refreshed" Small Community Air Service Development (SCASD) grant, increasing federal participation from $775,000 to $1,500,000. The DOT approved the grant, and the Airport Commission executed the grant on November 7, 2023. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub and to improve regional connections to the nation and world for business and leisure travelers.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, began meeting weekly to restore daily scheduled service and explore additional service. Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to O'Hare on Denver Air Connection utilizing an ERJ145 aircraft (50 Seat).

Utilizing the SCASD grant and FAA Air Carrier Incentive Program (which includes fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to start or increase service), Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare.

Overcoming Challenges
Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at Dubuque for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.
- **Launching New Service in November:**

Nationally, November through February are low passenger travel months.

- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at Dubuque, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to Dubuque Air working with Denver Air and O'Hare to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, O'Hare advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from O'Hare's gate was May 15, 2025.
- **No Other Federal or State Funding Options Available:**
  Dubuque Air and Dubuque and Dubuque County elected officials have unsuccessfully advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to Dubuque.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  A City official met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport, among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque air service, recognizing it might require financial guarantees.

- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from Dubuque as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
    - Two-thirds (68%) expect a positive impact on their business.
    - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
- Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using Dubuque if air service were expanded to a major hub airport.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
    - 84% expect a positive impact on their household.
    - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

July 2025 results from a survey targeted toward travelers flying through Dubuque clearly indicate that people who use the service have a positive experience. As of September 4, over 80 people have completed the survey. Here are some key results:

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

Population Growth

The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone. Only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of

Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors. Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of Iowa -- and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. Local commercial air service is expected and needed in growing communities.

Daily commercial air service provides a conduit to national and international students attending higher education in the tristate area:

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The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Osteopathic Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
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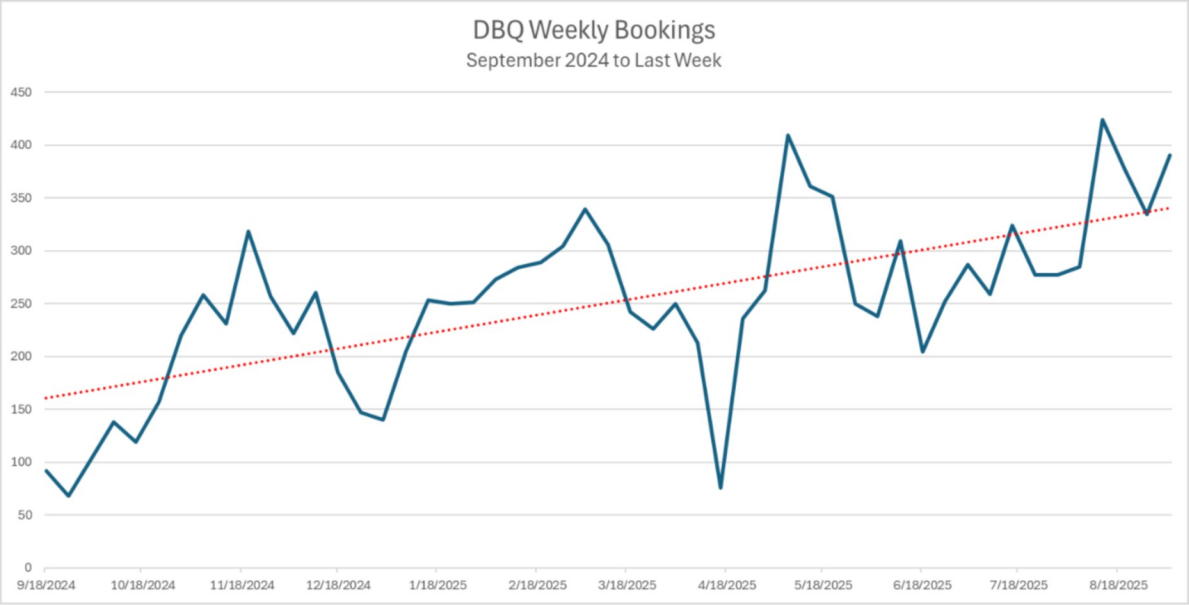
Funding Update
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

Dubuque/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
7,637	$2,201	1.13	**$18,994,212**

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors.



To attain self-sufficiency, Dubuque Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque's history of approximately 100 passengers per day pre-Covid.

The following provides a comprehensive financial account for the DOT Small Community Airservices Development Program (SCASDP) and forecast Minimum Revenue Guarantee (MRG) to retain daily scheduled commercial air service on Denver Air Connection at Dubuque Regional Airport. This forecast outlines the estimated expenses, revenues, and financial needs for maintaining air service between Dubuque and Chicago O'Hare offering a picture of the financial landscape and the necessary funding to retain air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:		
DOT	$1,500,000	
City of Dubuque	$ 150,000	
Dubuque Chamber	$ 100,000	
GDDC	$ 50,000	
Dubuque County	$ 50,000	
Travel Dubuque	$ 50,000	
Airport	$ 40,000	
IA DOT of Aviation	$ 25,000	
	$1,965,000	Cash
In-Kind Contributions	$ 70,195	Media vendors match
Airport Incentive Program	$ 27,086	Fees waived
Total	**$2,062,281**	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
November 2024	$276,608.03	SCASD Grant
December 2024	$260,321.95	SCASD Grant
January 2025	$361,762.02	SCASD Grant
February 2025	$326,687.00	SCASD Grant
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ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	TBD
August 2025	$249,704.00 EST.	TBD
September 2025	$243,824.00 EST.	TBD

October 2025 (5 Weeks)	$323,155.00 EST.	TBD
November 2025	$270,424.00 EST.	TBD
December 2025	$229,824.00 EST.	TBD

Total estimated funding needed to retain service through December 2025:
$ 1,641,946.

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
- Chamber $50,000 in marketing over two years + $15,000 in kind.
- Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and Sept. 30, 2025.
- The Dubuque Airport Commission waives annual rates and charges to DAC according to FAA Air Carrier Incentive Program. Dubuque also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for DAC crew.
- The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program!

ACTION TO BE TAKEN

The City of Dubuque each year adopts a balanced budget. Because of changes that occur during the budget year each year the city finishes with unexpended funds remaining. The City of Dubuque is currently working to close out the Fiscal Year 2025 $263 million city budget ($88 million general fund), that ended June 30, 2025, and there will be available several million dollars (final amount to be determined as the budget is officially closed out over the next few weeks), some of which can be used to fund a minimum revenue guarantee (estimated at $1,641,946) through at least December 2025 providing time to provide more information to help determine if commercial air service from Denver Air at Dubuque Regional Airport is feasible long term.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

September 11, 2025

City of Dubuque
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear City Council Members,

On behalf of Travel Dubuque, I am writing to convey our strong support for Air Service at the Dubuque Regional Airport.

Travel Dubuque is dedicated to leading tourism destination promotion and development to enhance and expand the Dubuque Area experience. With over 2 million visitors and 314 million in economic impact annually, the tourism industry is an integral component in the development and continued prosperity of the Dubuque region. We recognize how vital reliable air service is to our community, not only for visitors, but also for businesses, residents, and the overall economic health of our area.

We also want to express our support for the City Manager's recommendation to utilize additional funds from the FY25 budget to help offset the minimum revenue guarantee. This proactive approach represents an investment in maintaining a strong air service option for Dubuque and reinforces the City's commitment to ensuring our community remains a vibrant, connected destination for both residents and visitors.

Sincerely,

Keith Rahe, President + CEO
Travel Dubuque

September 11, 2025

Greater Dubuque
DEVELOPMENT CORP.

Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

Mayor Cavanagh and Members of the City Council
Dubuque City Hall
50 W 13th Street
Dubuque, IA 52001

Dear Mayor Cavanagh and Members of the City Council,

The future competitiveness of Dubuque is on the line. Without commercial air service our community cannot hope to reach its full potential.

Every other regional airport of our size in Iowa receives support from Federal Essential Air Service (EAS). Nearly $29 million in total. Dubuque alone has been denied that support, putting us at a crippling disadvantage through no fault of our own. While peers in Burlington, Fort Dodge, Mason City, Sioux City and Waterloo move forward with federal help we stand alone, dependent on one another to ensure commercial air service. Dubuque is left to compete with one arm tied behind our back.

The only path forward is to provide a revenue guarantee to Denver Air. Without this unfortunate reality Dubuque risks being permanently disconnected from the national economy. Businesses will choose to expand elsewhere, visitors and conventions will bypass us, talented professionals will look to communities with the connectivity they and their families require.

Please know that the non-profit sector is also doing its part. Greater Dubuque Development, in partnership with Dubuque Initiatives (DI) has launched a voucher program funded by DI to directly increase enplanements. Between August 11th and September 30th every ticket purchased for a round trip to or from Dubuque is eligible for a $100 voucher. To date more than $20,000 in vouchers have been distributed and the requests are growing by the hour. The mission is clear; boost ridership, reduce the need for revenue guarantees and demonstrate that this service can succeed.

But without a revenue guarantee from The City those efforts will not be enough. This is not a matter of convenience it is a matter of economic survival and future prosperity. A revenue guarantee is not a subsidy; it is an investment. It buys us the time we need until federal financial support is secured and routes from Dubuque become profitable. Without it we will never reach our full potential. I urge your favorable consideration of this matter.

In your service,

Rick Dickinson
President & CEO

YOU can be great here.

DUBUQUE AREA CHAMBER

Dubuque Mayor and City Council
City of Dubuque
50 W 13th Street
Dubuque, Iowa 52001

Friday September 12th, 2025

RE: Chamber Supports City Commitment for Denver Air MRG

Dear Mayor and Members of the City Council,

On behalf of the Dubuque Area Chamber of Commerce, I urge you to take decisive action to protect one of the most critical pillars of our community's economic future: daily commercial air service. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG).

Securing and sustaining new air service is a multi-year endeavor. While the U.S. DOT Small Community Air Service Program Grant restored air service in the past year, those funds are now exhausted. Every major community partner has stepped forward, but without the City's commitment, the future of commercial air service in Dubuque is at risk. Unlike other Iowa cities, Dubuque must stand alone in this effort. There are no backup options, no other airlines waiting in line.

Air service is not a luxury—it is a necessity. It connects our residents and businesses to the global marketplace, influences where families choose to live and determines where companies invest and grow. The presence—or absence—of air service directly shapes our region's competitiveness, population growth, and quality of life.

History has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s. We cannot afford to repeat that mistake.

This is about more than flights; it is about safeguarding Dubuque's future. We ask you to protect our economy, our residents' quality of life, and the amenities essential to attract talent and investment by supporting the Denver Air Connection MRG.

Respectfully,

Molly Grover

Molly Grover, President & CEO
Dubuque Area Chamber of Commerce

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, September 14, 2025 4:07 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226843] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226843
Date/Time	9/14/2025 4:07 PM
Type	Contact City Council
Address	2347 BEACON HILL DR, Dubuque
Origin	Website
Comments	Dear All, Firstly, thank you for your service to the City of Dubuque I encourage you to NOT further subsidize the current air service and consider other methods to make our city a viable departure/arrival airport. It has been obvious that this subsidizing is only a band-aid approach and the continuing competition of regional air service (CR, QC, & Madison) will continue to be a rival of Dubuque's and not a plan that's in the interests of the citizenry as a whole. I realize that most other cities in Iowa (Waterloo, Mason City)receive federal subsidies and Dubuque does not. To me the only alternative would be to contact Washington DC and/or the State of Iowa and pressure our elected leaders (Trump, Ernst, Grassley, Hinson, Reynolds) to get the Federal subsidies like other comparable cities have Geographically we admittedly are in a tough

position and I understand that , but to keep using hard earned local tax dollars to keep this thing going doesn't make sense.
If there's a surplus in the city budget it would benefit the community as a whole to invest in other improvements to our city.
Thanks for hearing me out.
Jim Prochaska

Submitter Prochaska, Jim
2478 Beacon Hill Dr
Dubuque, IA 52003
563-599-2665
jfprochaska@gmail.com

View in QAlert

Dubuque, IA

Commercial Air Service
and
Minimum Revenue Guarantee
Update



INTRODUCTION

During annual goal-setting in 2022, 2023, and 2024, commercial air service was identified as a top priority for the community.

To achieve this priority a minimum revenue guarantee (MRG) is needed. A MRG is an agreement whereby a municipality guarantees an airline a certain amount of revenue for new or expanded air service.

MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses.

By fostering new or expanded air service, MRGs help support local economies by supporting local business, leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, DBQ offered three flights a day to Chicago (ORD) on American Airlines.

In calendar year 2019 (pre-COVID), FAA enplanement reported 36,521 passengers flew from DBQ to ORD as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from DBQ to ORD daily

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020.

In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced they were suspending service to DBQ starting September 7, 2022, citing national pilot shortage.

As a result of the loss of daily scheduled air service, DBQ Air was formed.

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a “refreshed” Small Community Air Service Development (SCASD) grant, increasing federal participation from $775,000 to $1,500,000. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub to improve regional connections.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner, began meeting weekly to restore daily scheduled service.
Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to ORD on Denver Air Connection utilizing an ERJ145 regional jet (50 Seat).

Utilizing SCASD and FAA Air Carrier Incentive Program, Denver Air began service on November 4, 2024, featuring interline agreements with United and American to hundreds of connections beyond ORD. Initial agreement ended April 30, 2025 with 6-month extensions (May 1 – Oct 31 & Nov 1- April 30) and a 60-day clause to pause service.

OVERCOMING CHALLENGES

Dubuque has overcome several challenges prior to and since the return of commercial air service in November 2024.

- **No Commercial Air Service at DBQ for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of commercial air service.
- **Launching New Service in November:**
  Nationally, November through February are lower passenger travel months.
- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at DBQ, This challenge eventually led to DBQ Air working with Denver Air and ORD to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, ORD advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal. Mayor Cavanagh and Denver Air petitioned ORD's gate director and ultimately restored operations and jet bridge service at Gate G21.
- **No Other Federal or State Funding Options Available:**
  DBQ Air, City of Dubuque, Dubuque County and partners continue to advocate with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to DBQ.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  Mayor met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, regularly meets with all mainline carriers who convey the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a study to provide a detailed understanding of the want and need for commercial air service among a variety of stakeholders and regional users

Employers: 228 Responses and 28 of those in person interviews

· Strong support. Most employers (73%) support efforts to attract DBQ air service, recognizing it might require financial guarantees.
· Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service with voluntary private funding efforts, 51% support with 29% neutral.
· Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
· Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
· Economic Impacts of air service expansion:
  · Two-thirds (68%) expect a positive impact on their business.
  · Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

· Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract DBQ air service.
· Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using DBQ if air service were expanded to a major hub airport.
· Desired service. Chicago O'Hare is the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
· Impacts of DBQ air service expansion.
  · 84% expect a positive impact on their household.
  · Almost all (97%) expect a positive impact on the greater Dubuque area economy.

Traveler Survey

July 2025 a survey targeted travelers flying through DBQ clearly indicate that people who use the service have a positive experience.
As of September 4, over 80 passengers have completed the survey.

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

POPULATION GROWTH

According to the 2024 US Census Bureau's population estimates Dubuque County is approaching 100,000.
Only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024.
Local commercial air service is needed in growing communities.

Daily commercial air service also provides a conduit to national and international students attending higher education in the tristate area:

Higher Education	Approximate Student Population
•Loras College	1,600
•Clarke University	1,200
•University of Dubuque	2,190
•Emmaus Bible College	206
•Wartburg Theological Seminary	193
•Divine Word College	61
•University Wisconsin Platteville	6,696

ECONOMIC DEVELOPMENT

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently US is constructing a new hangar, flight center, apron and parking.
- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; the over $100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction.

Air service is imperative to keep this momentum moving forward and is an expected service in a growing community, no different than high-speed internet, available land for growth, utilities, ground transportation and recreational space.

FUNDING UPDATE

Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the transportation network.

Using numbers based on the 2022 Iowa Airport Economic Impact Study, 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
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Outside of the DOT Small Community Air Service Development (SCASD) Program, there are very few incentives or funding mechanisms available for DBQ to attract and retain air service.

Essential Air Service (EAS) Program

Managed by the U.S. DOT, the EAS program currently subsidizes air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978.

The FAA Modernization and Reform Act of 2012 provided the wording, “to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011.”

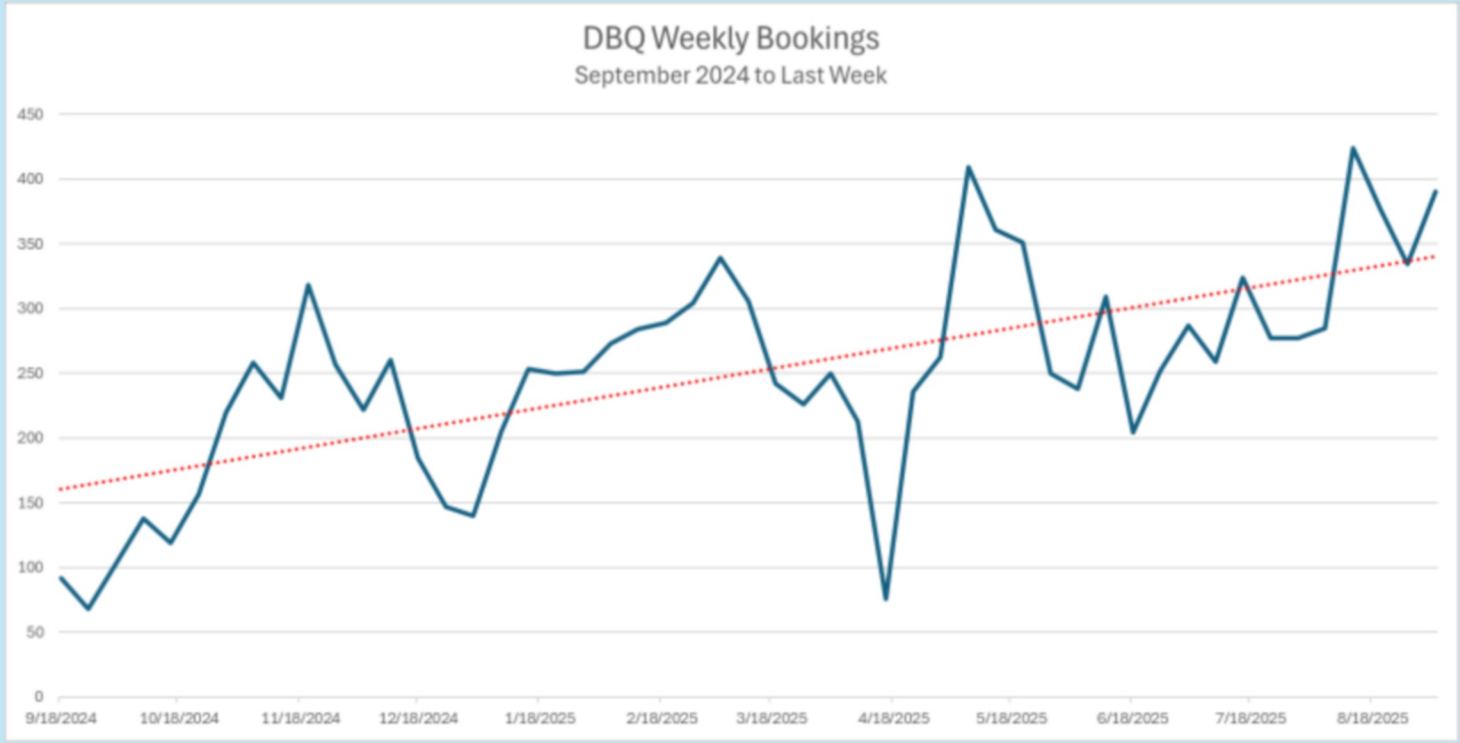
Unlike other like-sized Iowa communities DBQ was not participating in the EAS because air service at the time was self supporting and did not need to be subsidized, therefore DBQ is currently not eligible for EAS under current DOT guidelines.

Following Iowa commercial airports were participating in the specified time frame and currently receiving EAS funding (CY 2024):

•Waterloo ALO	$7.4 Million
•Sioux City SUX	$5.3 Million
•Fort Dodge FOD	$6.4 Million
•Mason City MSW	$6.5 Million
•Burlington BRL	$3.5 Million

The objective from the start of any service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers.
Enplanements continue to grow and are trending positively with DBQ currently averaging 50% load factors.



In order to achieve self-sufficiency, DBQ Air Service Consultant estimates that Denver Air must attain an average load factor of 80%. To achieve the remaining 30%, an increase of 15 passengers per flight on the current 50-seat aircraft will be necessary. Given DBQ's historical average of around 100 passengers daily prior to the Covid pandemic, this target is attainable.

Following provides financial account for the DOT Small Community Air Service Development Program (SCASDP) Minimum Revenue Guarantee (MRG) to date and estimated expenses for maintaining air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding Breakdown:

DOT	$1,500,000
City of Dubuque	$ 150,000
Dubuque Chamber	$ 100,000
GDDC	$ 50,000
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•Telegraph Herald matched Chamber $15,000 in kind
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Denver Air
CONNECTION
A Key Lime Air Company


Fly
DBQ
DUBUQUE REGIONAL AIRPORT

LORAS COLLEGE

OFFICE OF THE PRESIDENT
1450 Alta Vista Street
Dubuque, IA 52001
563.588.7103

September 15, 2025

Mayor Brad M. Cavanaugh
Dubuque City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor Cavanaugh and Members of the City Council:

On behalf of Loras College and our students, faculty, staff, parents, and alumni, I am writing to convey our strong support for continued air service at the Dubuque Regional Airport via the minimum revenue guarantee to Denver Air Connection.

For a regional institution like Loras with students, parents, faculty, alumni, and partners from across the country and around the world, daily commercial air service provides daily connectivity that supports:

- Student recruitment & retention
- Faculty & staff recruitment & retention
- Retention of talent in the Dubuque community upon degree completion
- Alumni & donor engagement
- Strategic partnerships with other regional and national institutions
- Academic and athletic travel
- Enhanced institutional visibility and accessibility

Loras College is proud to be a committed partner in strengthening the Dubuque community. We appreciate the City's leadership on this critical issue and encourage your continued support. While we understand the financial considerations involved, we believe that your support is a smart investment in Dubuque's continued success. Maintaining air service is not just about convenience, it is about positioning Dubuque as a connected city that is prepared to meet the needs of its residents, businesses, and institutions like Loras.

Sincerely,

Michael H. Doyle, J.D. ('91)
President

UNIVERSITY of DUBUQUE
OFFICE OF THE PRESIDENT
UDpresident@dbq.edu

15 September 2025

Mayor Brad Cavanagh and Dubuque City Council
City Hall
50 West 13th Street
Dubuque, Iowa 52001

Dear Mayor Cavanagh and Members of the City Council,

Local air service currently provides our community easy access to the rest of the country—plain and simple. The effort to retain local air service with Denver Air is a vital and necessary step to continue our success as a community of choice for residents, for local businesses, for regional industries, and for literally thousands of undergraduate and graduate students who come here each year to earn a degree and learn about all that Dubuque has to offer them. By supporting our current partnership with Denver Air, we strengthen Dubuque's competitiveness as a place to learn, work, and live, while opening doors for residents, businesses, industries, and visitors alike.

The city's current relationship with Denver Air is, as I understand it, a step in the right direction toward establishing a stronger, more sustainable foundation for commercial air travel here in Dubuque. This partnership creates the opportunity for attracting additional travel options, potentially drawing more service providers, and ultimately offering a wider variety of travel times at affordable, competitive prices. Now is not the time to lose ground in this strategic effort to establish local air service for our community.

For higher education, air service is especially critical. Dubuque's colleges and universities bring thousands of students to the city each year. Many of our students—and the faculty, staff, and coaches who guide them—come from across the United States. Without air access, the ability to recruit and retain this talent is significantly limited. Our ability to offer convenient and accessible air service for our students and their families is essential for colleges and universities in Dubuque to thrive.

The reality of the "demographic cliff" often discussed in higher education circles (*i.e.*, the national decline in the number of college-aged students) means our local universities must reach farther to bring students to Dubuque. Air service helps us do just that. Without local air service, it becomes more difficult to recruit and retain students for our academic programs and our athletic teams. Dubuque must remain directly connected to the rest of the country by air.

The importance of connectivity extends beyond the education industry. Dubuque was recently named by *The Wall Street Journal* as one of the best places to visit in the United States. Visitors, tourists, trade shows, conventions, and businesses need confidence that Dubuque is accessible. For employers, reliable air service is essential to recruit and retain talent and to connect with clients, suppliers, and investors across the country. Local industries, from manufacturing and agriculture to healthcare and technology, depend on strong transportation links to remain competitive in a national and global marketplace. Supporting air service is not a subsidy; it is an investment in the long-term growth and vitality of our region.

Denver Air provides us with a path forward. Now is the time to support this initiative and ensure Dubuque remains a vibrant, connected city where rural meets urban, local meets global, and opportunity meets innovation.

Sincerely,

Dr. Travis L. Frampton, Ph.D.
President
University of Dubuque

DUBUQUE REGIONAL AIRPORT

Telephone: (563) 589-4233
Fax: (563) 589-4108
e-mail: tdalsing@cityofdubuque.org

Memorandum

To: **Airport Commission**
From: **Todd Dalsing, Airport Director**
Date: **August 26, 2024**
Subject: **Air Service Agreement**

INTRODUCTION

The Dubuque Regional Airport mission is to provide quality, viable, competitive airport services and facilities while promoting sustainable economic development within the region.

Airport Commission and Staff continue to work with partners to provide options toward improved commercial air service:

a. Restore daily air carrier service to major hub(s) with connecting flights.
b. Increase ULCC routes and hubs to leisure destination(s).
c. Support DBQ Air to restore, retain and enhance air service.

BACKGROUND

Dubuque Regional Airport is a small, non-hub commercial airport. DBQ currently offers destination charters with Sun Country Airlines to Biloxi and Laughlin and private charters (examples: honor flight, MLB, VIP) operating out of Captain Robert L. Martin Terminal.

Calendar year 2019 (pre-covid), 36,592 passengers flew from DBQ to ORD as destination or connection, on three flights daily ERJ 145.On June 21, 2022, American Airlines announced they would be suspending service to Dubuque, IA due to the pilot shortage starting September 7, 2022.

As a result of lost daily scheduled air service, Commercial Air Service Taskforce (CAST) was formed and eventually evolved into 501(c)6 not for profit DBQ Air with board members representing City of Dubuque, Dubuque County, Chamber of Commerce, Travel Dubuque, Dubuque Racing Association, Greater Dubuque Development Corporation and Airport Commission.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, meets weekly to restore and retain daily scheduled service. Over the past several months, ongoing meetings with regional carriers have resulted in an option to restore

daily service starting with a mid-day turn to Chicago O'Hare (ORD) utilizing an ERJ145 aircraft (50 Seat) on Denver Air Connection (DAC). https://denverairconnection.com/

Minimum revenue guarantees will be offered utilizing the Federal Department of Transportation Small Community Air Service Development Program (SCASDP) Grant (Airport Commission executed November 2023) and FAA Air Carrier Incentive Program.

SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs and studies. The strategic plan is to restore nonstop daily scheduled service to a hub and improve regional connections to the nation and world for business and leisure travelers.

DBQ Air Carrier Incentive Program includes fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to start or increase service. This program and timeline must be limited to two years (Per FAA Air Carrier Incentive Program Guidebook).

RECOMMENDATION
Approve resolutions.

BUDGET

1. **FY 2025 Airport Budget for commercial air service**

Professional Services – Air Service Consultant		$ 48,000
Public Information Office Staff (.50 FTE)		$ 30,439
SCASD Airport (See below)		$ 40,000
IDOT ASD Program DBQ $12,000/ IDOT $48,000		$ 60,000
(IDOT portion of SCASD $25,000 comes from this)	Total	$178,439

DBQ administrative staff time is not included in this budget.

2. **Air Service Agreement**

Small Community Air Service Development (SCASD) Program: duration of Minimum Revenue Guarantee (MRG) funds available depends on load factors, ticket revenues and air carrier expenses.

SCASD Funding:	
DOT	$1,500,000
City of Dubuque	$ 150,000
Dubuque Chamber	$ 100,000
GDDC	$ 50,000
Dubuque County	$ 50,000
Travel Dubuque	$ 50,000
Airport	$ 40,000

IA DOT of Aviation	$ 25,000
	$1,965,000
In-Kind Contributions	$ 70,195
Airport Incentive Program	$ 27,086
Total	**$2,062,281**

3. Air Carrier Incentive Program (per FAA Guidebook)

FY2025 Annual agreement with a one-year option to extend waived rates and charges (assuming 1 flight a day):

Building Rent	$31.66 (per flight)		$ 11,556
Landing Fees	$42.549 (per flight)		$ 15,530
		Total Fees Waived	$ 27,086 per year

Ground Handling Equipment — Included
(tugs, bag carts, GPU, belt loader, loading bridge, deice vehicle, lavatory cart, potable water, fuel truck, etc.)

4. Airport Services Agreement (Ground Handling)

FY 2025 Denver Air Connection agreement with Dubuque Jet Center, option to extend one year:

Ground Handling	$736 per flight	$268,640

Ground handling includes above and below wing services, included in Air Carrier Incentive Program and FAA and TSA regulation requirements (ARFF/ GSC).

5. Passenger Facility Charge (PFC) Annual

ERJ 145, 50 seat X 365	= 18,250 seats
18,250 X 80% LF	= 14,600 seats
14,600 X $4.30 PFC	= $62,780 annual PFC estimated

ACTION TO BE TAKEN
Respectfully request Airport Commission approve:

Resolution A900-1-2024 Authorizing the Airport Director to execute Air Service Agreement with Key Lime Air, dba Denver Air Connection.

Resolution A1000-1-2024 Authorizing the Airport Director to execute Air Carrier Incentive Program, approve waiving of rates and charges for one year with option to extend additional year.

Resolution A1100-1-2024 Authorizing the Airport Director to execute Airport Services Agreement with Key Lime Air, dba Denver Air Connection.

Resolution A1200-1-2024 Authorizing the Airport Director to utilize SCASD Program funds for new air service agreements.

RESOLUTION NO A1200-1-2024

RESOLUTION AUTHORIZING THE AIRPORT DIRECTOR TO UTILIZIE THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM (SCASD) FUNDS FOR KEY LIME AIR, DBA DENVER AIR CONNECTION (DAC) PROVIDING NEW AIR SERVICE TO THE DUBUQUE REGIONAL AIRPORT

WHEREAS, Key Lime Air, dba Denver Air Connection (DAC) agrees to provide scheduled daily round-trip air service to and from DBQ on an agreed upon schedule at the location mentioned in the Agreement; and

WHEREAS, Small Community Air Service Development Program Funds will be utilized to provide a minimum revenue guarantee to DAC providing daily air service to and from DBQ; and

WHEREAS, SCASD funds are available to be used for up to three years to provide a minimum revenue guarantee depending on ticket revenues and other air carrier expenses.

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

Section 1. That the Airport Director is authorized to utilize Small Community Air Service Development Program funds for providing a minimum revenue guarantee to Key Lime Air, dba Denver Air Connection (DAC) for providing new air service to the Dubuque Regional Airport.

Section 2. The Dubuque Regional Airport Commission Chair is hereby authorized and directed to sign this Resolution.

Passed, approved, and adopted this 27th day of August 2024.

Attest:

Todd E. Dalsing,
Airport Director

Michael J. Phillips,
Airport Commission Chair

Copyrighted
October 2, 2023

City of Dubuque
City Council Meeting

Action Items # 01.

ITEM TITLE: Small Community Air Service Development (SCASD) Program

SUMMARY: Congressional representatives have notified Airport Director Todd Dalsing that the Dubuque Regional Airport and its partners will receive a $1.5 million grant through the federal government's Small Community Air Service Development (SCASD) Program.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Press Release	Supporting Documentation

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: Small Community Air Service Development (SCASD) Program

DATE: September 28, 2023

Congressional representatives have notified Airport Director Todd Dalsing that the Dubuque Regional Airport and its partners will receive a $1.5 million grant through the federal government's Small Community Air Service Development (SCASD) Program. Todd is sharing information about the SCASD Program.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

DUBUQUE REGIONAL AIRPORT

Telephone : (563) 589-4237
Fax : (563) 589-4108
e-mail: kspisak@cityofdubuque.org

Memorandum

To: **Mike Van Milligen, City Manager**
From: **Todd Dalsing, Airport Director**
Date: **September 28, 2023**
Subject: **Small Community Air Service Development (SCASD) Program**

INTRODUCTION

This will provide a Department of Transportation's Small Community Air Service Development (SCASD) Program Update. This grant program is designed to help small communities address air service issues. SCASDP can involve revenue guarantees, financial assistance for marketing programs, start-up costs and studies.

BACKGROUND

In 2019, the Dubuque Regional Airport provided three daily flights of scheduled commercial service to Chicago O'Hare on American Airlines regional jets. Sun Country Airlines also provided occasional destination leisure charters on 737 aircraft to Laughlin, Nevada and Biloxi, Mississippi.

In July 2019, DBQ applied for a SCASDP grant to provide nonstop westbound service to Denver International Airport. We received notification in February 2020 from the Department of Transportation that our grant had been approved.

Strong Public-Private Partnerships were crucial in obtaining the grant award. A consortium led by the Dubuque Area Chamber of Commerce and the Dubuque Regional Airport, with partners from Greater Dubuque Development Corporation, Travel Dubuque, Dubuque County Board of Supervisors, City of Dubuque, and the Iowa Department of Transportation worked together for a total grant application of $1,310,195 ($775,000 federal). The strategic plan for the grant was to provide nonstop service to Denver International Airport (DEN) and improve connections to the West and Northwest regions where current access was severely limited. This grant was available to provide funds to an airline for a three-year period once new service began.

Early in 2020, Dubuque Regional Airport and Dubuque Chamber were in negotiations with United Airlines/SkyWest Airlines to add service to DEN using funds from the 2020 SCASDP grant. In March 2020, when COVID hit, all air carriers reduced service and these negotiations ended.

During this time, Airports nationwide struggled to maintain operations. The Rally for Air Service Organization recently released air service data showing comparisons of October 2019 to October 2023. Overall, there have been 324 airports (76% of airports in the country) that have seen a reduction or total loss in air service. DBQ's daily flights were reduced to two flights daily in April 2020 then one flight daily in May of 2020. In October 2020, American Airlines suspended daily scheduled service from DBQ. This service returned in January 2021 with one flight daily until August 2021 when it was increased to two daily flights. These flights continued until September 7, 2022, when American Airlines closed their DBQ station and discontinued service.

On March 22, 2023, Avelo Airlines began 737-800 scheduled service out of DBQ to Orlando, Florida utilizing a minimum revenue guarantee provided by funds from the City of Dubuque and Dubuque County, and marketing funds from the Dubuque Chamber and Dubuque Airport Commission. Soon, after the success of these flights, Avelo announced additional 737-700 service to Las Vegas (LAS) and began service on September 13th.

Due to strong competition of airports nationwide, Dubuque Regional Airport, Dubuque Chamber and their partners reapplied for additional federal funds when a new SCASD notice of funding opportunities was announced by the DOT in April 2023. On September 27, 2023, DBQ and their community partners received notification from our Federal Representatives that DBQ received the SCASDP grant award with the increased total federal amount of $1.5 million.

The SCASD grant program is designed to help small communities address air service issues. When positioning to return and retain daily scheduled air service, the increased SCASDP federal share will position DBQ to be more competitive with other national commercial airports. The strategic plan for the new grant is to provide nonstop daily scheduled service to a hub and improve regional connections to the nation and world for business and leisure travelers.

RECOMMENDATION

The Dubuque Airport Commission and Staff will continue working with Commercial Service Air Service Team (CAST), Chamber Lead Air Service Task Force, Federal and State Representatives, and local private/public partnerships to restore and retain scheduled commercial air service.

BUDGET IMPACT

2023 SCASDP grant replaces the 2020 grant DBQ previously received and increases the Federal funds by $725,000 to $1,500,000.

2020 SCASD Grant Breakdown:

Federal DOT	$775,000
City of Dubuque	$150,000
Dubuque Chamber	$100,000
Dubuque County	$ 50,000
GDDC	$ 50,000
Travel Dubuque	$ 50,000
DBQ Airport	$ 41,000 (Waiving rates and charges)
DBQ Airport	$ 40,000 (Marketing)
Marketing In Kind	$ 29,195
IDOT Aviation	$ 25,000 (Marketing)

Total Federal + Public/Private Partnerships = $1,310,195

2023 SCASDP Grant Breakdown:

Federal DOT $725,000 (Add to 2020 grant funds)
(Local match remains the same)

Total Federal + Public/Private Partnerships = $2,035,195

ACTION TO BE TAKEN
Update City Council on SCASDP Grant Award.



Dubuque Expected to Receive $1.5 Million Grant to Help Restore Commercial Air Service

SEPT. 27, 2023

The City of Dubuque has been notified by its Congressional representatives that the Dubuque Regional Airport and its partners will receive a $1.5 million grant through the federal government's Small Community Air Service Development Program. This will be added to approximately $535,00 in public/private partnership funding aimed at helping improve and enhance local air service at the Dubuque Regional Airport.

The Small Community Air Service Development Program is designed to help small communities address air service issues. Grant funding can be used on efforts including

revenue guarantees, financial assistance for marketing programs, studies, and start-up costs.

The grant funding is especially vital as airports nationwide have experienced a robust loss in air service over the past four years. Approximately three-quarters of the airports across the United States have seen a reduction or total loss of service in that time. Within the state of Iowa, airports have seen a 26% reduction in service.

Civic and business leaders in Dubuque have been aggressively seeking new service opportunities since losing daily flights to Chicago last fall. In December, the Dubuque Regional Airport announced that low-cost carrier Avelo Airlines would begin offering twice-weekly flights to Orlando. Avelo has since added flights to Las Vegas from Dubuque.

The Dubuque Commercial Air Service Team (CAST), which includes City and County officials as well as business and community leaders, continues to pursue a daily carrier to offer connections from Dubuque to larger markets. CAST will continue to work with the Dubuque Regional Airport Commission to restore, sustain, and enhance commercial air service in Dubuque.

"As we continue our tireless work to return daily commercial air service to the Dubuque Regional Airport, we are truly thankful to the Department of Transportation, the Biden Administration, and our Congressional delegation for their partnership and assistance," says Dubuque Mayor Brad Cavanagh. "This grant is a major step forward in our quest to reconnect Dubuque to the rest of the United States by air as soon as possible."

"Without our partners' support, this grant wouldn't have happened," added Mike Philips, Chair of the Dubuque Regional Airport Commission. "These federal funds will position Dubuque to be more competitive with other national airports when positioning to reinstate and retain daily scheduled air service."

"We are thrilled to receive this grant award," noted Molly Grover, President and CEO of the Dubuque Area Chamber of Commerce. "Restoring and enhancing air service has been and continues to be amongst the Chamber's top priorities. Our members have been emphatically clear in the need for additional air service for the growth and success of the business community. In today's economy it's simply a business imperative."

"Dubuque will be well-served by this Small Community Air Service Development Grant," said US Senator Charles Grassley in a statement. "These funds will help the community restore daily commercial air service that is vital for continued economic growth. Since American Airlines pulled its air service from Dubuque, I have been hard at work to help the community regain daily scheduled commercial air service. Dubuque's situation is exactly what these funds were intended to help address, and I know that Dubuque will utilize this award to the greatest extent."

"Ever since daily commercial air service was pulled from Dubuque last September, I have worked diligently with local stakeholders and leaders to restore daily commercial air service and protect Dubuque's economic vitality, including by successfully advocating for this Small Community Air Service Development Program grant," added US Representative Ashley Hinson. "This grant will help Dubuque restore daily carrier service, reinvigorating the local economy at the heart of America's supply chain along the

Mississippi River. I will keep fighting with everything I've got for Dubuque and for the continued growth and prosperity of Iowa."

###

MEDIA CONTACTS

Todd Dalsing, Dubuque Regional Airport Director
TDalsing@cityofdubuque.org, (563) 589-4233

Molly Grover, Dubuque Area Chamber of Commerce President & CEO
MGrover@dubuquechamber.com, (563) 589-4233

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RESOLUTION NO A800-1-2019

RESOLUTION AUTHORIZING US DOT GRANT AGREEMENT FOR SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

WHEREAS, the United States Department of Transportation has awarded the Dubuque Regional Airport a Small Community Air Service Development Program grant of Federal funds for the approved project consisting of providing nonstop service to Denver International Airport and improving connections to the west and northwest regions; and

WHEREAS, the Dubuque Regional Airport is the sponsor for said project.

NOW THEREFORE, BE IT RESOLVED BY THE DUBUQUE REGIONAL AIRPORT COMMISSION OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Airport Commission Chair is authorized to sign the grant agreement with the US DOT for Small Community Air Service Development Program Funds for providing nonstop service to Denver International Airport and improving connections to the west and northwest regions.

Passed, approved, and adopted this 4th day of November 2019.

_____

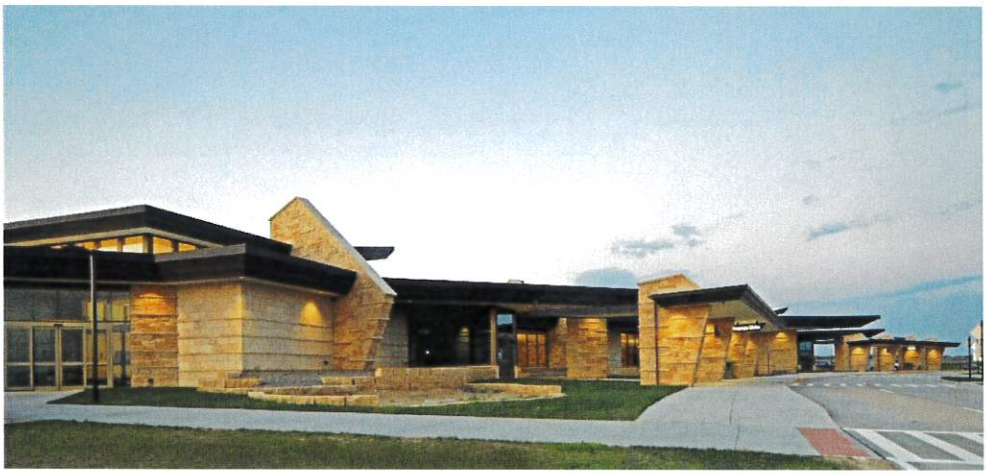
Douglas E. Brotherton
Airport Commission Chair

Attest:

_____

Robert A. Grierson,
Airport Director

Proposal under the Small Community Air Service Development Program



Dubuque Regional Airport

Dubuque, Iowa

DUBUQUE REGIONAL AIRPORT

Contact: Todd E. Dalsing
Airport Director
11000 Airport Drive
Dubuque, IA 52003-9555
(563) 589-4128
tdalsing@cityofdubuque.org

Docket #: DOT-OST-2023-0037

DUBUQUE REGIONAL AIRPORT

11000 Airport Road ✈ Dubuque, Iowa 52003

Tel: 563-589-4128 Fax: 563-589-4108

www.flydbq.com

Airport Commissioners ✈ Doug Brotherton Mike Phillips Sue Clemenson RJ Blocker Marianne Kurtz Weber

April 25, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily scheduled commercial air service when American Airlines pulled out in September 2022.

Dubuque Regional Airport and Community Partners continues to meet and work with carriers to restore service through a major hub.

In the event Dubuque Regional Airport is approved for Small Communities Air Service Development Program Grant in 2023, we request termination of existing 2019 grant and enter into a new grant agreement.

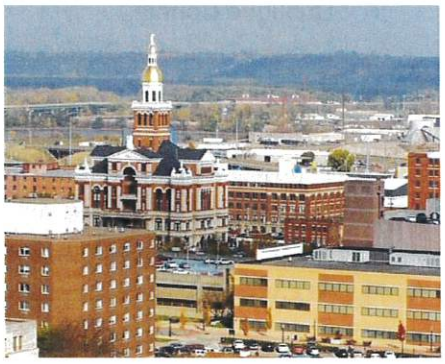
Thank you for your consideration.

Respectfully submitted,

Todd Dalsing

Todd Dalsing
Dubuque Regional Airport Director
563.589.4223

SECTION 1.
SUMMARY OF PRIORITY SELECTION CRITERIA



This Small Community Air Service Development Program (SCASDP) grant application revision for the Dubuque Regional Airport (DBQ) meets the criteria of Docket DOT-OST-2023-0037. **It is important to note, the Dubuque Regional Airport no longer has any daily air service. American Airlines pulled all daily service on September 7, 2022.** The City of Dubuque/DBQ Airport is requesting $1,500,00 in federal scalable assistance to implement a $2,035,195 air service initiative. The Strategic Plan is to provide nonstop air service to a major hub destination.

AIRFARE HIGHER THAN NATIONAL AVERAGE

The Dubuque Regional Airport community is no longer served by any legacy carrier. American Airlines pulled out of DBQ in September 2022, citing pilot shortage. Originally American had up to three times daily priort to COVID and up to twice daily to Chicago after COVID.

Historically, DBQ had service by two carriers to two hubs with Delta Air Lines/Northwest Airlines ceasing Minneapolis/St.Paul service in 2009.

Based on the DIIO software, the national average 2022 airfare was $219, DBQ's average fare for that same period was $317, which was 45 percent higher than the domestic average. In addition, DBQ's fare was higher than the majority of airports with similar enplanement levels in the DIIO report.

Connectivity to a major hub is essential for the community. The last leakage study in 2021 showed only ten percent of greater Dubuque air travelers use the Dubuque Regional Airport due to lack of available service and higher than average airfares. While there are three non- or small-hub airports within a two-hour, one-way drive, the closest medium or large hub airport requires a drive of nearly three hours one-way.

COMMUNITY FUNDING

To support this air service initiative, DBQ and the community will fund 26 percent of the proposed $2,035,195 Strategic Plan. Non-airport revenue sources will fund 21 percent ($425,000) of the cash requirement. This is a strong commitment by the local community to improve DBQ's airservice to restore daily servcie to a major hub.

Public-Private Partnership



The City of Dubuque/DBQ is partnered with four entities in a public-private partnership:

- Dubuque Area Chamber of Commerce
- Dubuque County
- Greater Dubuque Development Corporation
- Travel Dubuque

This is not a new partnership. This public-private partnership has worked successfully together for many years partnering on air service initiatives and the FlyDBQ program. DBQ and the community are committed to the successful development of air service at DBQ.

Material Benefits

A population of approximately 400,000 resides within a 60-minute drive of DBQ touching 10 counties in three states. Greater Dubuque is a vibrant and economically growing region with a significant number of large businesses, including John Deere, Cottingham & Butler, and McGraw-Hill Companies, Inc. to name a few. John Deere Dubuque Works is the largest employer in the region with over 2,600 employees and has high air travel demand with thousands of domestic and international trips each year.

Dubuque is also home to eight colleges and universities with almost 19,000 students. The air service improvement proposed in this grant application will benefit a broad segment of the traveling public, including businesses, educational institutions and other enterprises.

Use of Funds in a Timely Fashion

The public-private partnership has a reasonable schedule and a well-defined Strategic Plan. In addition, this Strategic Plan has been discussed with multiple air carriers such as Denver Air Connection (Key Lime Air) and SkyWest in anticipation of this grant application. All of the elements are in place for timely use of grant funds.

SECTION 2.
AIR SERVICE ENVIRONMENT

Greater Dubuque is a vibrant and economically growing region located in northeast Iowa on the banks of the Mississippi River bordering southwest Wisconsin and northwest Illinois. This section shows the broad segment of the traveling public, including businesses, educational institutions and other enterprises that will benefit from the proposed Strategic Plan.

CATCHMENT AREA

DBQ has a modest catchment area covering over 100 zip codes. (identified in blue in **Exhibit 2.1**). A 60- minute drive from DBQ covers10 counties in three states and contains roughly 400,000 people. Dubuque County's population has grown almost five percent since 2000.

EXHIBIT 2.1a DBQ CATCHMENT AREA



PROXIMITY TO OTHER AIRPORTS

The last true market study in December 2021 shows over 90 percent of catchment area passengers use alternate airports due to DBQ's lack of air service.

TABLE 2.1b DRIVE TIME TO ALTERNATE AIRPORTS

AIRPORT	MILES	DRIVE TIME	HUB SIZE
Dubuque, IA (DBQ)	**9**	**13 min**	**Non**
Moline, IL (MLI)	79	1 h, 16 min	Non
Cedar Rapids, IA (CID)	82	1 h, 20 min	Small
Madison, WI (MSN)	99	1 h, 47 min	Small
Chicago, IL (ORD)	163	2 h, 48 min	Large
Milwaukee, WI (MKE)	178	2 h, 47 min	Medium
Chicago, IL (MDW)	188	3 h, 42 min	Large
Des Moines, IA (DSM)	206	3 h, 15 min	Small

Source: Google Maps from City of Dubuque, IA

Table 2.1b provides drive miles and estimated times to the airports

---

While DBQ is located within a two-hour drive of several non- or small-hub airports, (Table 2.1b) these airports offer limited air service. The nearest airport larger than a small hub is Chicago-O'Hare, 163 miles or nearly a three-hour, one-way drive. Thirty-two percent of DBQ air travelers elect to drive to Chicago-O'Hare for air service.

Drive distances to alternate airports range from nearly 80 to more than 200 miles, making air service at DBQ extremely valuable. Restoring DBQ air service will provide options to local travelers leading to fewer travelers making long drives to alternate airports.

Business Community

While much of Iowa relies heavily upon agriculture for its economy, Dubuque has a diversified economy. Manufacturing, technology and medical services have become major players in Dubuque. This drives significant air service needs that are not being met. Loss of daily air service has caused great turmoil as Dubuque area businesses begin to recover and access to travel is increasingly needed. Dubuque's business climate continues to have an extremely low unemployment rate of just three percent, further demonstrating the need for air service in the region.

The top Dubuque employers are provided in **Table 2.2**. John Deere Dubuque Works is the largest employer in the region with over 2,800 employees supporting the construction and forestry industry, as well as the Dealer Technical Assistance Center and the Dealer Marketing Assistance Center. John Deere has thousands of domestic and international trips each year, many of which do not originate at DBQ due to inconvenient routings, high airfares or lack of a second airline.

TABLE 2.2 TOP EMPLOYERS

EMPLOYER	INDUSTRY	EMPLOYEES
John Deere Dubuque Works	Manufacturing	**2,810**
Mercy Medical Center	Health Services	**1,438**
Medical Associates Clinic	Health Services	**1,069**
Unity Point Health	Health Services	**940**
Sedgwick	Medical Benefits	**725**
Cottingham & Butler	Medical Benefits	**750**
Dubuque Bank & Trust	Financial Services	**600**
Eagle Window & Door/Andersen	Manufacturing	**550**
Medline Industries	Medical Products	**500**
Mi-T-M Corporation	Manufacturing	**465**
Empower Financial	Financial Services	**455**
AY McDonald Manufacturing	Manufacturing	**425**
Nordstrom	Distribution Center	**412**
Hormel Foods	Food processing	**550**
Flexsteel Industries	**Manufacturing**	**380**

Other major employers in the area include Eagle Window & Door (a subsidiary of Andersen Window Corporation), Mi-T-M Corporation, Sedgwick, Cottingham & Butler, AY McDonald, and McGraw Hill Higher Education to name a few. All of these businesses have significant travel needs that are forcing employees and customers alike to drive to alternate airports. Restoring air service to a major hub is critical for companies like John Deere andothers to be able to save time and money by flying from DBQ.

Educational Institutions

The greater Dubuque region is a seat of higher learning; being home to eight colleges and universities with almost 19,000 students (**Table 2.3**). These institutions provide world-class education for students from around the globe. The beautiful college campuses frame the landscape of the region and serve as centers for the arts, athletics and cultural events, ensuring the longevity of Dubuque's success as a community. The students and faculty in the greater Dubuque area will benefit significantly from this air service initiative.

TABLE 2.3 UNIVERSITIES AND COLLEGES IN THE TRI-STATE REGION

INSTITUTION	ENROLLMENT
University of Wisconsin - Platteville	6,892
Northeast Iowa Community College	4,786
University of Dubuque	1,778
Loras College	1,528
Clarke College	1,232
Emmaus Bible College	275
Wartburg Theological Seminary	153
Divine Word Seminary	68
SW Tech	2,093
Total	**18,805**

Source: University Websites

Tourism

Situated along the Mississippi River, tourism to the greater Dubuque area is an important part of the local economy. Generating more than $403 million in annual travel related expenditures and supporting close to 3,000 local jobs, continued growth in tourism is vitally important to the local economy. Dubuque is considered the "birthplace of Iowa" and features a rich history, interesting architecture, a thriving downtown and riverfront, and abundant natural beauty. In addition to excellent accommodations and conference settings, Dubuque features breath-taking views from Eagle Point Park and the Port of Dubuque's Mississippi Riverwalk, award-winning restaurants, charming shops, art and river history museums, elegant turn-of-the-century homes, a revitalized millwork district, and many other attractions. Dubuque Regional Airport is the closest commercial airport to the Field of Dreams movie site located in Dyersville, IA. Major League Baseball (MLB) has played two games at the Field of Dreams – one in August 2021 and the other in August 2022. These events brought multiple commercial airlines and travelers as well as private GA aircraft to the Dubuque Regional Airport. (See picture below)





INNOVATION, RESILIENCY, CLIMATE CHANGE AND SUSTAINBILITY

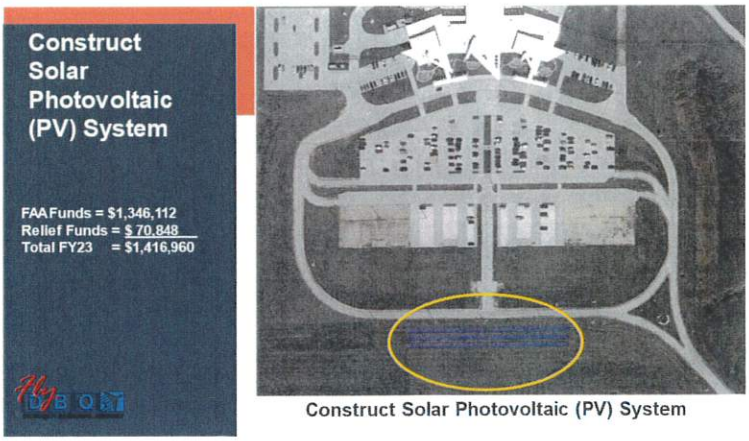
The City of Dubuque has a Climate Action Plan that outlines how community will achieve up to a 50% reduction of greenhouse gases by 2030.

Here is a link to the City of Dubuque's Climate Action Plan:
https://www.cityofdubuque.org/DocumentCenter/View/46662/Dubuque-Climate-Action-Plan-2020_Full-Report_FINAL

Dubuque's Climate Action Plan considers equity impacts and has engaged stakeholders and has accountability with continuing to listen and respond with direct and open communications with residents. The City of Dubuque also has multiple fleet electrification and is working with regional partners for EV charging infrastructure for regional coverage.

At the Dubuque Regional Airport, the Airport Master Plan – which was approved in November 2021 – addresses a lot of climate change issues. Here is a link: https://www.flydbq.com/DocumentCenter/View/347/DBQ-Master-Plan-Final---111221?bidId=

- The Captain Robert L. Martin Terminal Building which opened in 2016. This $34M terminal is silver LEED certified with primary heating and cooling provided by geothermal heat pumps. The annual energy costs is 67.1% less than ASHRA Standard 90.1. Regional materials were also utilized in the design.
- Stormwater at the airport is managed by surface runoff. As outlined in the Storm Water Pollution Prevention Plan (SWPPP), the airport is divided into three drainage basins which collect runoff through a series of drainage ditches and swales, directing water to one of these basins. The basins discharge into tributaries feeding into the Mississippi River.
- The farmland leases on the airport are longer and encourage no-till farm practices which keep carbon sequestered and improve area water quality and limit erosion.
- March 2022 – DBQ Airport went out for bid to install a solar photovoltaic (PV) system to serve the terminal building. Th system, estimated at 708.48 kW-DC, would serve the new Terminal Facility/Airfield Lighting. This project is part of the Airport's goal to implement energy efficiency projects, reduce airport facility operating costs, and continue Dubuque's initiative as a sustainable city. Installation of PV provides specific benefits such as reduction of electricity usage from th utility grid and a reduction in air emissions, thus reducing the Airport's overall carbon footprint and increasing the Airport's sustainability and self-sufficiency. Based on preliminary calculations, the terminal area PV array would offset 17,942 tons of CO_2 over the lifetime of the system. The estimated electricity cost savings for the first year of operation i $29,938 for the terminal array.



Construct Solar Photovoltaic (PV) System

SECTION 3.
AIR SERVICE – EXISTING/HISTORICAL

This section provides an overview of past air service. Carriers providing service, service frequency, nonstop destinations offered, fares and equipment types are included in the discussion. A summary of historical air service is also included with destinations, traffic levels and service providers. A description of air service development efforts concludes the section.

EXISTING AIR SERVICE

DBQ no longer has daily commercial air service. American Airlines pulled out of DBQ in September 2022. Prior to September air service was limited to nonstop Chicago-O'Hare International Airport with service approximately two times per day with 50-seat regional jetaircraft provided by American Airlines.



Avelo Airlines began service to DBQ twice weekly to MCO airport in March 2023.

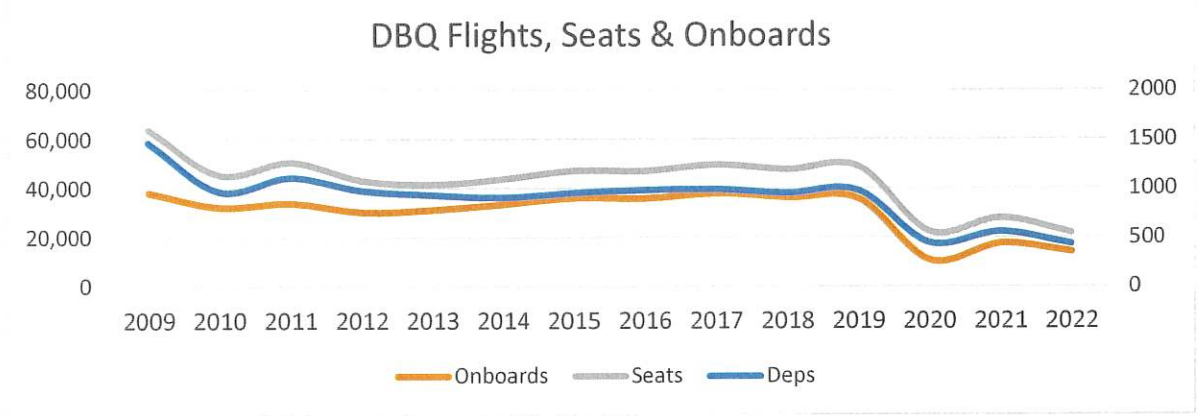
HISTORICAL AIR SERVICE

In 2009, DBQ had service to two hubs, Chicago-O'Hare and Minneapolis, on two airlines. After cessation of the Minneapolis service in 2009, flights and seats have varied. While American initially increased flights/capacity to Chicago-O'Hare following Delta Air Lines/Northwest Airlines' exit fromthe market, the additional flights were removed due to American's bankruptcy proceedings. While some of the flights/seats have been regained since the low in 2013/2014, total departures in 2018 remained 34 percent lower than 2009 and total seats were still 25 percent below 2009 levels.

To further demonstrate the change in seats, flights and passengers, **Exhibit 3.1** provides the 12-month rolling average from January 2009 to December 2022. The majority of change in the three indicators occurred between 2009 and 2011. Since 2011, flights and seats have remained generally consistent with some improvement since 2013/2014. Through significant efforts from DBQ and public-private partners, DBQ's passengers recovered to 2009 levels even with the significant decline in the number of departures and seats.

Having just one airline during this timeframe in the market did put the community at significant risk. Due to aircraft and pilot availability, there have been several times that American reduced service in the past few years. DBQ has **zero** daily roundtrips to Chicago.

EXHIBIT 3.1 HISTORICAL SEATS, FLIGHTS AND PASSENGERS – USDOT T-100 Summary Report



PAST AIR SERVICE DEVELOPMENT EFFORTS

DBQ and its community partners have been very proactive over the last few years to maintain air service. The community has participated in multiple air service conferences such as Routes World, ACI-NA JumpStart and Mead & Hunt's Air Service Development Conference. At these conferences, DBQ had numerous meetings with American, United, SkyWest, Avelo and potential new airlines interested in serving DBQ.

The Dubuque Area Chamber of Commerce also hosts a monthly air service task force meeting with business and community leaders to discuss air service needs.

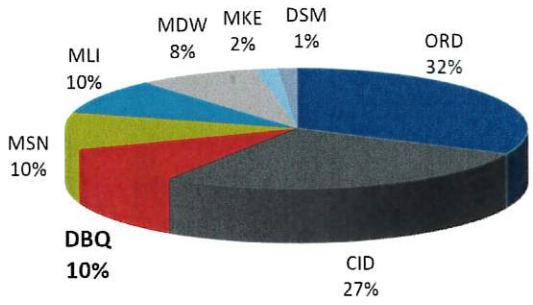
Dubuque did receive the Small Community Air Service Grant in 2020 for adding service to a west-bound destination such as Denver.

SECTION 4.
AIR SERVICE NEEDS AND DEFICIENCIES

The Air Service Needs and Deficiencies section identifies the major origin/destination markets that are not served adequately and fare levels. This section demonstrates that DBQ is underserved and overpriced.

MAJOR ORIGIN/DESTINATION MARKETS NOT SERVED ADEQUATELY

The latest True Market Estimate year ended December 2021 shows only 10 percent of the DBQ catchment area use DBQ airport. This equates to nearly 339,000 annual origin and destination passengers. Thirty-two percent of the DBQ catchment area drives to Chicago- O'Hare, a nearly three-hour drive one-way. Prior to that, the last true market estimate was the year ending December 2019, that study showed only 20 percent of the DBQ catchment area utilized the DBQ Airport.



However, as of September 2022, DBQ did lose all daily service with American Airlines.

Dubuque did add Ultra Low-Cost Carrier, Avelo Airlines in March 2022. This leisure service operates twice weekly to Orlando International Airport.

But the primary need remains for business and leisure travel – restoing daily, sustainable air service to a major hub.

Table 4.1, next page, shows the top 20 true markets for the DBQ catchment area from the December 2019 true market study. This considers passengers not only flying from DBQ, but also those passengers that drive to alternate airports (leaking passengers). DEN is the overall top market for DBQ, with 13,470 annual passengers.

TABLE 4.1 DBQ TOP TRUE MARKETS					
RANK	DESTINATION	O&D PAX	RETENTION %	LEAKED PAX	TRUE MARKET
1	**Denver, CO**	**1,734**	**13**	**11,736**	**13,470**
2	Las Vegas, NV	1,481	11	11,935	13,417
3	Dallas, TX (DFW)	2,435	18	10,881	13,316
4	Los Angeles, CA	2,285	19	9,677	11,962
5	Orlando, FL (MCO)	1,939	16	9,913	11,853
6	Phoenix, AZ (PHX)	3,481	33	7,197	10,678
7	New York, NY (LGA)	2,743	27	7,495	10,239
8	Atlanta, GA	1459.7	16	7,951	9,411
9	Washington, DC (DCA)	3,341	39	5,305	8,646
10	Seattle, WA	1,404	17	6,808	8,212
11	Boston, MA	1,709	22	6,207	7,916
12	San Francisco, CA	1379.2	18	6,452	7,832
13	San Diego, CA	1559	24	5,075	6,634
14	Newark, NJ	1,351	23	4,607	5,958
15	Charlotte-Douglas, NC	1,588	29	3,921	5,509
16	Tampa, FL	1,149	21	4,306	5,456
17	Philadelphia, PA	1,966	39	3,111	5,077
18	Phoenix, AZ (AZA)	0	0	4,985	4,985
19	Fort Myers, FL	1,146	25	3,500	4,645
20	Raleigh/Durham, NC	1,759	43	2,332	4,091
	Domestic	**70,806**	**24**	**225,417**	**296,223**
	International	**2,104**	**8**	**24,322**	**26,427**
	Total	**72,910**	**23**	**249,740**	**322,650**

DETERIORATION IN AIR SERVICE

The recent pandemic, pilot shortages, and reduction of 50-seat regional jets have resulted in no commercial air service at the Dubuque Regional Airport. As noted in numerous articles - regional airports are being left behind in restoring or regaining air service.

April 2023 – Faye Malarkey Black, President and CEO of the Regional Airline Association went before the House Committee of Transportation and Infrastructure's Aviation subcommittee stated "The impacts of the pilot shortage are real. Currently, more than 500 regional aircraft are parked, and those aircraft remaining in service are underutilized. The impact has been felt by 308 airports, or almost 72 percent of all U.S. airports. These airports have, on average, lost one quarter of their flights, with smaller airports experiencing a disproportionate impact. This is happening despite industry self-help measures, including dramatic compensation increases and enhancing partnerships and pathways with training providers and larger carriers. Comparing April 2019 flight schedules with April 2023, we see that the smallest airports in rural communities have lost the most service. Eleven airports have lost all their air service and 136 airports have lost more than 25 percent of their service. For the 53 nonprimary airports that lost flights, the average loss was 38 percent; 164 non-hub airports also lost flights and the average loss was 32 percent."

On April 3, 2023, Delta announced they are dropping two cities from their network. (LaCrosse, Wisconsin and State College, Pennsylvania) making a total of 17 market exits.

In March 2023, United Airlines announced they will be dropping two more cities from their route map, Erie, Pennsylvania, and Springfield, Illinois. This brings United's pandemic-era total to 38 market exits.

January 2023 - In response to the regional pilot shortage affecting the airline industry and soft demand, American Airlines has made the difficult decision to end service in Columbus, Georgia (CSG), Del Rio, Texas (DRT) and Long Beach, California (LGB) this spring.".

June 22, 2022 – American Airlines, the Fort Worth-based carrier announces service cuts due to a shortage of regional pilots. The four cities — Toledo, Ohio; Islip, N.Y.; Ithaca, N.Y., and Dubuque will each lose service from American on Sept. 7, after Labor Day.

DBQ Airport traffic prior, during and after Covid demonstrate the need to restore service to a major hub.

Lack of Seat Availability

The greater Dubuque region is adversely impacted by loss of air service. Even prior to Covid, the air service at DBQ did not keep up with that increased level of demand from the region's strong economy. This is evidenced by the 80 percent of catchment area travelers who choose to drive multiple hours to alternate airports to access air service. Service to a major hub would restore local options for travelers, reducing costs and improving connections.

To further demonstrate the greater Dubuque region's limited seats, departures and airline availability, **Table 4.3**, next page, provides a comparison of air service at other U.S. Metropolitan and Micropolitan Statistical Areas (MSA/MICRO). In 2022, DBQ had just one airline and one destination, offering 439 departures and 21,395 seats and has since lost all daily service. The next closest population comparison is Manhatten, KS, at 1,673 departures and 97,225 seats. The reality is that most similar markets to DBQ offer service to at least two or more destinations and most with more than one airline.



TABLE 4.3 AIR SERVICE COMPARISONS					
MSA	POPULATION	CY 2018			
		DEPARTURES	SEATS	DESTINATIONS	AIRLINES
Missoula, MT (MSO)	118,969	5,722	513,821	14	6
Ithaca, NY (ITH)	106,285	2,873	143,650	5	3
Grand Forks, ND (GFK)	103,444	2,104	138,180	4	2
Manhattan, KS (MHK)	99,289	1,834	97,703	2	1
Dubuque, IA (DBQ)	**97,781**	**1,009**	**50,450**	**1**	**1**
Roswell, NM (ROW)	66,967	1,371	83,017	2	1
Lewiston, ID (LWS)	63,801	1,360	84,718	3	2
Durango, CO (DRO)	59,268	3,859	256,166	4	2
Source: Diio Mi; Woods & Poole Economics, Inc.					

HIGH AIRFARES

High airfares were a contributing factor for DBQ catchment area diversion of air travelers to major markets. Along with seat availability issues, airfares compound the leakage problem.

According to the DIIO 2022 data report, DBQ had an average fare of $317, 45 percent higherthan the national average of $219. Not only was DBQ's fares excessively high compared to the national average but DBQ's fares were higher than most airports with similar enplanement levels, on average 23% more expensive.

AIRPORT	AVERAGE FARE	2022 PAX (10% SAMPLE)	DBQ % DIFF.
Sioux City, IA	$268	2,234	-15%
Prudhoe Bay, AK	$392	2,884	24%
Lawton, OK	$310	3,898	-2%
Redding, CA	$184	9,274	-42%
Wichita Falls, TX	$348	2,398	10%
Clarksburg, WV	$119	4,172	-62%
Joplin, MO	$270	1,906	-15%
Binghamton, NY	$272	1,290	-14%
Columbus, MS	$356	3,724	12%
Texarkana, AR	$320	3,270	1%
Dubuque, IA	**$317**	**1,363**	**0%**
New Haven, CT	$100	34,209	-68%
Columbus, GA	$280	6,855	-12%
Albany, GA	$338	3,271	7%
Nome, AK	$207	6,708	-35%
Kotzebue, AK	$189	6,181	-40%
Barrow, AK	$235	3,643	-26%
Cody, WY	$345	3,568	9%
Bemidji, MN	$330	2,604	4%
Hayden, CO	$261	19,076	-18%
Aberdeen, SD	$360	2,172	14%
Source: BTS Calendar Year 2018 Report			

SECTION 5.
STRATEGIC PLAN

Dubuque lost all daily, commercial air service in September 2022. Since then, Dubuque area community and business leaders have met at least monthly to discuss air service deficiencies and potential solutions.

The Dubuque City Council announced their goals and priorites as follows:

Five-Year Goals

- Robust local economy
- Vibrant community
- Livable neighborhoods and housing
- Financially responsible, high-performance city organization
- Sustainable environment
- Partnership for a better Dubuque -- building our community that is viable, livable and equitable
- Diverse arts, culture, parks and recreation experiences and activities
- Connected community -- equitable transportation, technology infrastructure and mobility

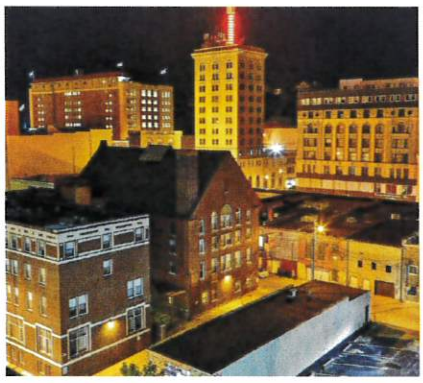
2022-2024 top priorities

- Air service future strategy and action plan
- Chaplain Schmitt Island Master Plan implementation
- City workforce retention and attraction
- Climate Action Plan implementation
- Comprehensive fire stations locations -- study, report, direction and funding
- Street program -- direction and funding

The Dubuque Area Chamber of Commerce hosts a monthly air service task force comprised of community and business leaders. This team of dedicated leaders have strategized and have a plan going forward.

Here are the goals and initiatives:

1. Restore daily, sustainable air service
2. Continue to add weekly leisure service
3. Direct contact with air carriers – through either air service consultant or air service conferences like JumpStart.
4. Increase the FlyDBQ customer experience
5. Federal, state and local government partnerships
6. National outreach to comparable cities in regard to loss of air service like Dubuque
7. Local commercial air service campaign - marketing



PUBLIC-PRIVATE PARTNERSHIP

DBQ is a department of the City of Dubuque, the grant sponsor. For the purpose of this application, the City of Dubuque/DBQ, Dubuque Area Chamber of Commerce, Dubuque County, Greater Dubuque Development Corporation and Travel Dubuque have formed a public-private partnership (refer to community support letters in *Appendix A*). Collectively, the partnership is committed to completing the Strategic Plan outlined herein. All partners in the public-private partnership will be fully involved in the execution of the Strategic Plan (**Table 5.1**).

TABLE 5.1 PUBLIC-PRIVATE PARTNER ROLES

PUBLIC-PRIVATE PARTNER	ROLE
PUBLIC	
City of Dubuque/ Dubuque Regional Airport	Grant and revenue guarantee administration. coordination of the marketing campaign
Dubuque County	Assist with marketing
PRIVATE	
Dubuque Area Chamber of Commerce	Assist with air service issues, negotiations and marketing
Greater Dubuque Development Corporation	Assist with marketing
Travel Dubuque	Assist with marketing

The City of Dubuque/DBQ will execute all federal grant offers, process all associated reimbursement requests, oversee grant administration and administer the revenue guarantee. The City of Dubuque/DBQ will also coordinate the marketing campaign. The Dubuque Area Chamber of Commerce, Greater Dubuque Development Corporation, Travel Dubuque and Dubuque County will assist with the marketing campaign. Together these partners are a formidable team with a track record of success and are committed to improving air service at DBQ.

Proposed Air Service

The greater Dubuque region's primary need is nonstop service to a major hub. American Airlines left the market in September 2022. No daily air service is detrimental to the business community.

Airline Participation

In recent months, representatives of DBQ and their consultants have held discussions with Denver Air Connection and SkyWest Airlines regarding service to a major hub. Discussions with both carriers have been positive. Based on preliminary discussions with United and SkyWest, the community support package proposed in the Strategic Plan is critical in an airline's decision to initiate service at DBQ.

Detailed Market Analysis

A detailed market analysis has been completed for reestablished service to ORD or MSP, as a baseline example of potential recovered service. **Table 5.2** provides a summaryof the DBQ-ORD/MSP market analysis for two roundtrips per day on a 30-seat regional jet. Projections are based on historic performance for DBQ. The key operating and market assumptions are listed below:

- Load Factors are based on DBQ 2019 calendar months, the last non-covid affected year
- Fares are based on DBQ 2022 calendar year average.
- Costs are based on similar routes being operated by projected carriers.



TABLE 5.2 SERVICE RAMP-UP/START-UP PERIOD							
MONTH	ESTIMATED PAX	RAMP-UP %	RAMP-UP ADJ PAX	LOAD FACTOR	REVENUE	ESTIMATED COST	NET SURPLUS/ SHORTFALL
April	5,130	70.0%	3,591	60%	$470,110	$700,128	($230,018)
May	5,640	73.8%	4,160	67%	$544,576	$723,466	($178,889)
June	5,290	77.5%	4,100	68%	$536,765	$700,128	($163,363)
July	4,798	81.3%	3,898	63%	$510,322	$723,466	($213,144)
August	5,356	85.0%	4,553	73%	$596,033	$723,466	($127,433)
September	5,279	88.8%	4,685	78%	$613,377	$700,128	($86,751)
October	5,602	92.5%	5,182	84%	$753,737	$723,466	$30,271
November	4,941	96.3%	4,755	79%	$691,707	$700,128	($8,421)
December	4,933	100.0%	4,933	80%	$717,489	$723,466	($5,977)
January	4,637	100.0%	4,637	75%	$674,528	$723,466	($48,937)
February	4,111	100.0%	4,111	73%	$597,946	$653,453	($55,507)
March	4,976	100.0%	4,976	80%	$723,793	$723,466	$327
Total	**60,693**	**N/A**	**53,581**	**73%**	**$7,430,382**	**$8,518,224**	**($1,087,842)**
Note: Ramp-up = 70 percent first month increasing up to 100% in the first nine months with a 10% reduction in fares during the start-up period.							

INCENTIVE AND SUPPORT PLAN

As shown in **Table 5.2**, previous page, it is highly unlikely that an airline will break even during the first 1-3 years of service as traveler awarenewss and usage ramps up. This incentive and support plan has two primary objectives: first, to offset an airline's liability during the ramp-up period and second, to effectively market the service to the general public.



Marketing Campaign

The public-private partnership understands and agrees with the U.S. Department of Transportation (DOT) that a thorough understanding of the target market is essential for the success of new air service. DBQ has studied regional air service needs and hosted a series of community meetings with community and business leaders to keep them aware of regional air service issues.

New air service supported by a well-designed marketing campaign will increase community awareness andthe chances of the service becoming self-sustaining. This aggressive and comprehensive air service marketing campaign is designed to minimize the costly ramp-up period and to ensure long-term continuation of this air service initiative.

The purpose of this marketing campaign is to create "Top of Mind" awareness for travelers to choose DBQ for their travel needs. The target audience will be business and leisure travelers from the tri-state area who currently drive to alternate airports due to limited capacity out of DBQ, particularly to DEN and the West and Northwest regions. **Table 5.4** provides the marketing budget for traditional media (i.e., television, radio, outdoor and print).

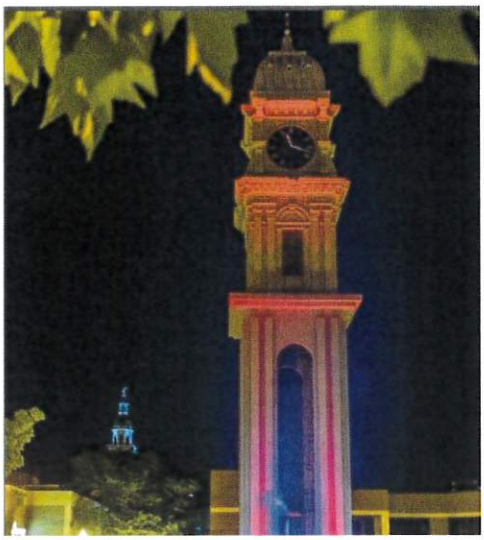
TABLE 5.4 MARKETING BUDGET

DESCRIPTION	CASH	IN-KIND	TOTAL
Television:			
On Media	$7,332	$5,000	$12,332
Radio:			
Queen B Radio, locally owned radio stations	$7,500	$7,500	$15,000
Townsquare Media	$3,410	$1,320	$4,730
Outdoor:			
Lamar Advertising, local billboard	$9,400	$8,500	$17,900
Print:			
Telegraph Herald	$6,875	$6,875	$13,750
Miscellaneous:			
Creative	$5,483	$0	$5,483
Total	**$40,000**	**$29,195**	**$69,195**

This campaign has four primary elements: reach specified demographics (ages 25 to 60), strong focus on business travel, increase current air service levels and passengers, and regain travelers diverting to alternate airports. The marketing campaign will include:

- Press conference

- Articles and news releases to local media
- Personal outreach marketing efforts to tri-state businesses
- Direct mail flyer to the tri-state business community
- Introductory and testimonial advertisements on television, radio and billboards
- Print ads
- Social media
- Community involvement
- Lunch N Learn



Revenue Guarantee

To reduce airline risk and provide incentive to the new air carrier this Strategic Plan includes an increased revenue guarantee as part of the community support package from the 2020 DBQ SCASDP grant award. Service ramp-up and breakeven can take up to 12 months. Exact terms of a revenue guarantee agreement are subject to further discussions and negotiation. However, projections suggest that a little over $2M will begin to be sufficient to mitigate the carrier's short-term losses.

Current EAS contracts for 30 and 50 seat regional jets with twice daily service to ORD airport are estimated to be over $5M in revenue guarantees. Examples include Marion, IL and Kirksville, MO beginning in August 2023.

Fee Waivers

The incentive program includes a landing fee waiver for the first 12 months of service. The fee waiver estimate of $41,000 is based on the Canadair Regional Jet 200 aircraft, twice daily.

Strategic Plan Funding

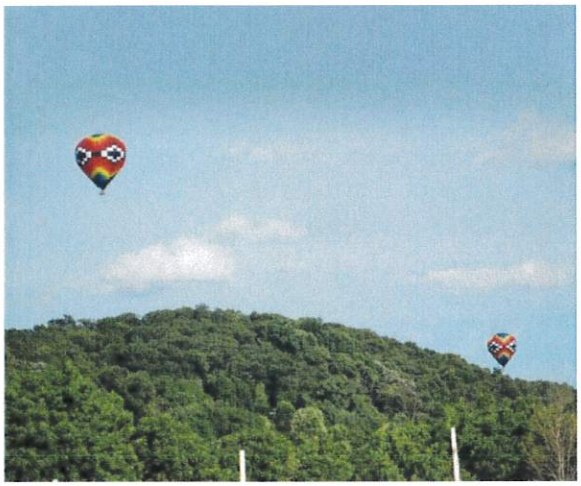
To support this air service initiative, DBQ and the community will fund 26 percent of the proposed $2,035,195 Strategic Plan. Non-airport revenue sources will fund 21 percent ($425,000) of the cash requirement. This is a strong commitment by the local community to improve DBQ's airservice to restore daily servcie to a major hub.

TABLE 5.5 STRATEGIC PLAN BUDGET						
DESCRIPTION	FUNDING SOURCE					TOTAL
	U.S. DOT	AIRPORT		NON-AIRPORT		
	CASH	CASH	IN-KIND	CASH	IN-KIND	
Airline incentive program:						
Marketing campaign		$40,000			$29,195	$69,195
Revenue guarantee	$1,500,000			$425,000		$1,925,000
Fee Waivers			$41,000			$41,000
Total	**$1,500,000**	**$40,000**	**$41,000**	**$425,000**	**$29,195**	**$2,035,195**
% of total project	74%	2%	2%	21%	1%	100%

Project Continuation and Sustainability

Based on comparable market flight startups and additions, it is likely to take 1-3 years for the service to approach sustainability. The Dubuque community is proactively planning ahead and will determine the need for and funt additional guarantee requirements as well as additional marketing campaigns to build performance of the new service as needed. The public-private partnership and the Dubuque business community understand the importance of this project and the difficulties associated with profitably operating air service and will work ongoing to ensure its success.





Previous Grant Recipient – New Project and Goals

In 2003, DBQ was awarded a SCASDP grant. The 2003 grant was to maintain current service to the tri-state region with American Eagle and to expand service through additional frequencies and/or hub access. The U.S. DOT's portion of the project budget, $610,000, included partial funding of a strategic marketing initiative, ground support equipment, purchase of jet fuel and a fund to help defray the start-up costs on initiating service for a new carrier. The prior application's goals were broad in nature and successfully implemented to promote awareness of DBQ, increase passenger use of air service to Chicago-O'Hare and increase carrier attractiveness of the airport with airport purchased ground service equipment.

In 2011, DBQ was awarded a SCASDP grant with the primary objective to add nonstop service on American Airlines to Dallas-Fort Worth. The 2011 award was not able to be implemented due to the bankruptcy and subsequent merger between American Airlines and US Airways, which impacted their ability to grow service across the country. With no other airlines providing hub service at Dallas-Fort Worth, alternatives were limited.

In 2020, DBQ was awarded a SCASDP grant with the primary objective to add nonstop service to a west-bound destination, with DEN and United Airlines emphasis. So far, the grant has not be utilized.

SECTION 6.
SCHEDULE AND MONITORING

A realistic timetable has been developed to achieve the Strategic Plan. This section provides critical milestones to be achieved by the public-private partnership, including target dates. A monitoring program is also provided to track the progress of the project.



STRATEGIC PLAN SCHEDULE AND MILESTONES

The service start date is the critical date for the rest of the Strategic Plan. It is anticipated that, with successful airline negotiations, service would start in the most expedited and efficient means possible. Service start-up is dependent on airline route planning and aircraft availability for the DBQ market. The proposed following target dates are to track the progress of this air service initiative based on an 18-24 month start date:

- **June 2023**: Airline meetings/negotiations
- **Winter 2023/2024**: Marketing campaign development
- **Spring/Summer 2024**: Marketing initiation
- **Fall 2024**: Service begins
- **Spring 2025:** Revenue guarantee contract completion

STRATEGIC PLAN MONITORING PROGRAM

The monitoring program includes several components. **Table 6.1** provides the action items and frequency to monitor the Strategic Plan.

TABLE 6.1 STRATEGIC MONITORING

FREQUENCY	ACTION ITEM	DESCRIPTION
Quarterly	Airfares	Track published fares for the top 25 markets to ensure fares are competitive with competing airports. Fare issues will be communicated to United.
	Airline performance	Load factors by flight, enplanements, flight cancellations
	Market performance	Passenger ramp-up
	Revenue guarantee indicators	Ticket revenue, cost, drawdown
Annually	True Market Estimate	Complete a true market estimate to evaluate the use of DBQ by local travelers.
	Airline Meetings	Regular meetings with airline at their headquarters and industry conferences

APPENDIX A.
COMMUNITY SUPPORT LETTERS

AIRLINE

Denver Air

SkyWest Charter

GOVERNMENT

Senator Joni Ernst

Senator Charles Grassley

PUBLIC-PRIVATE PARTNERSHIP

City of Dubuque

Dubuque Area Chamber of Commerce

Dubuque County

Greater Dubuque Development Corporation

Travel Dubuque

BUSINESSES AND ORGANIZATION

Andersen Windows
Conlon Construction
Cottingham & Butler
Dupaco
John Deere DubuqueWorks
Loras College
McGraw Hill
Medical Associates
Northeast Iowa Community College
National Mississippi River Museum and Aquarium
Platteville Chamber of Commerce, Wisconsin
Q Casino
Remax Dubuque
Telegraph Herald
TriCor
Unity Point Finley

DenverAir CONNECTION

May 10, 2023

Ms. Brooke Chapman
Associate Director
US Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Ms. Chapman,

Denver Air Connection is pleased to endorse the Small Community Air Service Development Program (SCASDP) application for the Dubuque Regional Airport (DBQ).

Dubuque Regional Airport provided a key air service option for the Tri-State Area for 30 years, and is deserving of flights to a major hub as a critical economic link for the region.

Denver Air's existing network, with established routes, major airline interconnectivity, and operating hubs in the region, provides several options for possible service to DBQ.

Although Denver Air cannot guarantee it will establish flights at Dubuque Regional Airport, a SCASDP grant award would bolster our interest in providing service to DBQ as resources and demand allow.

We look forward to ongoing conversations about expanded service for DBQ.

Sincerely,

Marc Hesting

Marc Hesting
Chief Financial Officer
Denver Air Connection

May 4, 2023

Ms. Brooke Chapman
Associate Director
US Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Ms. Chapman,

SkyWest Charter is pleased to endorse the Small Community Air Service Development Program (SCASDP) application for the Dubuque Regional Airport (DBQ).

Dubuque Regional Airport provided a key air service option for the Tri-State Area for 30 years and is deserving of flights to a major hub as a critical economic link for the region.

SkyWest Charter expects to have a route network with multiple major airline partners and operating hubs in the region. This would provide a variety of possible service options to DBQ as we explore expanded opportunities for regional markets.

Although SkyWest Charter cannot guarantee it will establish flights at Dubuque Regional Airport, a SCASDP grant award would bolster our interest in providing service to DBQ as resources and demand allow.

We look forward to ongoing conversations about expanded service for DBQ.

Sincerely,

Brad Link
Director of Operations
SkyWest Charter

JONI K. ERNST
IOWA

VICE CHAIRMAN,
SENATE REPUBLICAN CONFERENCE

WASHINGTON, DC OFFICE
730 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510
PHONE: 202-224-3254
FAX: 202-224-9369

WWW.ERNST.SENATE.GOV

United States Senate

COMMITTEES
ARMED SERVICES
AGRICULTURE, NUTRITION AND FORESTRY
ENVIRONMENT AND PUBLIC WORKS
JUDICIARY
SMALL BUSINESS AND ENTREPRENEURSHIP

May 3, 2023

The Honorable Pete Buttigieg
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590-0001

Dear Secretary Buttigieg,

As you are aware, Dubuque, Iowa lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
  - o Mission – to restore and maintain commercial air service with 5 initiatives.
    - ☐ Direct contact with air carriers
    - ☐ FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
    - ☐ Federal and State government partnerships
    - ☐ National outreach to comparable cities
    - ☐ Local commercial air service campaign

Enhancing air service is a top priority for Dubuque. This grant revision is paramount to the continued growth and prosperity of our region and I support this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

I would appreciate your thorough and expeditious consideration for the Dubuque Regional Airport, in accordance with all rules and regulations. Please forward your response to Emily Covey in my Des Moines office at 733 Federal Building, 210 Walnut Street, Des Moines, IA 50309 or by phone at (515) 284-4574. Emily may also be reached by email at Emily_Covey@ernst.senate.gov.

DES MOINES OFFICE
733 FEDERAL BUILDING
210 WALNUT STREET
DES MOINES, IA 50309
PHONE: 515-284-4574
FAX: 515-284-4937

CEDAR RAPIDS OFFICE
111 SEVENTH AVENUE SE
SUITE 480
CEDAR RAPIDS, IA 52401
PHONE: 319-365-4504
FAX: 319-365-4683

DAVENPORT OFFICE
201 WEST SECOND STREET
SUITE 806
DAVENPORT, IA 52801
PHONE: 563-322-0677
FAX: 563-322-0854

SIOUX CITY OFFICE
194 FEDERAL BUILDING
320 SIXTH STREET
SIOUX CITY, IA 51101
PHONE: 712-252-1550
FAX: 712-252-1638

COUNCIL BLUFFS OFFICE
221 FEDERAL BUILDING
8 SOUTH SIXTH STREET
COUNCIL BLUFFS, IA 51501
PHONE: 712-352-1167
FAX: 712-352-0087

Sincerely,



Joni K. Ernst
United States Senator

JE/EC

135 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510–1501
(202) 224–3744
www.grassley.senate.gov

721 FEDERAL BUILDING
210 WALNUT STREET
DES MOINES, IA 50309–2106
(515) 288–1145

111 7TH AVENUE, SE, BOX 13
SUITE 6800
CEDAR RAPIDS, IA 52401–2101
(319) 363–6832

120 FEDERAL BUILDING
320 6TH STREET
SIOUX CITY, IA 51101–1244
(712) 233–1860

210 WATERLOO BUILDING
531 COMMERCIAL STREET
WATERLOO, IA 50701–5497
(319) 232–6657

201 WEST 2ND STREET
SUITE 720
DAVENPORT, IA 52801–1817
(563) 322–4331

2146 27TH AVENUE
SUITE 550
COUNCIL BLUFFS, IA 51501–6985
(712) 322–7103

United States Senate

CHARLES E. GRASSLEY
PRESIDENT PRO TEMPORE EMERITUS

WASHINGTON, DC 20510–1501
April 28, 2023

Todd Dalsing
Airport Manager
Dubuque Regional Airport
11000 Airport Road
Dubuque, Iowa 52003

Dear Mr. Dalsing:

I have contacted Pete Buttigieg, Secretary of the U.S. Department of Transportation, regarding the Small Community Air Service Development Program application revision being submitted by the Dubuque Regional Airport, in partnership with the Dubuque Area Chamber of Commerce, to replace daily network carrier service with service through a major hub. I asked that this revision be given all due consideration and emphasized how important daily commercial air service is to the business community and the continued growth and prosperity of the region. Should I receive a response from the U.S. Department of Transportation, I will relay any helpful information to you.

Thank you for allowing me to be of assistance to you. If you have any further questions regarding this, or any other federal matter, please do not hesitate to contact me again.

Sincerely,

Chuck Grassley

Charles E. Grassley
United States Senator

Committee Assignments:

RANKING MEMBER
BUDGET

JUDICIARY
FINANCE
AGRICULTURE

CO-CHAIRMAN
CAUCUS ON
INTERNATIONAL NARCOTICS CONTROL

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Office of the Mayor
City Hall
50 West 13th Street
Dubuque, IA 52001-4845
www.cityofdubuque.org

May 11, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque Airport, City of Dubuque and our travel partners, Dubuque Area Chamber of Commerce, Travel Dubuque, Greater Dubuque Development Corporation and Dubuque County, have a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
  - Mission – to restore and maintain commercial air service with 5 initiatives
    - Direct contact with air carriers
    - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have
    - Federal and State government partnerships
    - National outreach to comparable cities
    - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. The City of Dubuque supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Brad Cavanagh
Mayor

DUBUQUE AREA CHAMBER
WHERE IT ALL BELONGS.

05/11/2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque Airport, City of Dubuque and our travel partners, Dubuque Area Chamber of Commerce, Travel Dubuque, Greater Dubuque Development Corporation and Dubuque County, have a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Dubuque Area Chamber of Commerce/Molly Grover supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Molly Grover

Molly Grover CCE, IOM
President & CEO

300 MAIN STREET , SUITE 200 | DUBUQUE, IA | 52001 | PHONE: 563.557.9200 | FAX:563.557.1591
WWW.DUBUQUEchamber.COM

Dubuque County Board of Supervisors

Wayne Kenniker
Wayne.Kenniker@dubuquecountyiowa.gov

Ann McDonough
Ann.Mcdonough@dubuquecountyiowa.gov

Harley Pothoff
Harley.Pothoff@dubuquecountyiowa.gov

May 1, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

On behalf of the Dubuque County Board of Supervisors, I am writing in support of the Dubuque Regional Airport's Small Community Air Service Development Program (SCASDP) grant application.

As you are aware, Dubuque lost all daily commercial air service when American Airlines discontinued its vital two flights per day service in September 2022. The pilot shortage for regional and major air carriers was the cited reason for the loss of air service.

Access to local daily air service at the Dubuque Regional Airport is critical for the Dubuque Tri-States region. It directly impacts the ability of local businesses to conduct business across the nation and world.

A Dubuque coalition has developed a plan for the restoration of local, commercial air service at the Dubuque Regional Airport. Critical to that plan is the SCASDP Grant program. In 2019, Dubuque County committed $50,000 in matching funds to the Airport's SCASDP. Dubuque County reaffirms its commitment of $50,000 to the Airport's new revised SCASDP application.

Please give the Dubuque Regional Airport's revision to the SCASDP Grant application your highest consideration.

Thanks to you and the Office of Aviation Analysis for your ongoing support for ensuring that small communities have the vital commercial air service that they need to thrive.

Sincerely,

Harley V. Pothoff
Chair, Board of Supervisors

CC Todd Dalsing, Dubuque Regional Airport
Molly Grover, Dubuque Area Chamber of Commerce

April 19, 2023

Greater Dubuque DEVELOPMENT CORP.

Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA, 52001
www.greaterdubuque.org

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason given for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. The Greater Dubuque Development Corporation supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Please contact me if you have any questions, or would like to discuss further, at (563) 557-9049.

Sincerely,

Rick Dickinson
President & CEO

Opportunity meets community.

April 19, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman,

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Travel Dubuque supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Thank you for your consideration.

Sincerely,

Keith Rahe

Keith Rahe
PRESIDENT & CEO
Travel Dubuque

ANDERSEN
WINDOWS & DOORS

April 24, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave., SE W86-307
Washington DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
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        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Andersen Windows & Doors - Dubuque supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

J. Moeller

Jason Moeller
Plant Manager

CONLON

501 Bell Street, Suite 402
Dubuque, Iowa 52003
563.583.1724

conlonco.com

April 18, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
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        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Conlon Construction supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Rebecca A. Conlon
Vice President

Cottingham & Butler

800 Main Street | Dubuque, IA 52001
1.800.793.5235 | www.CottinghamButler.com

April 17, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
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        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. I support this initiative to restore daily, sustainable air service to the Dubuque Regional Airport.

Andrew J. Butler
Executive Chair

April 20, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

I write on behalf of Dupaco Community Credit Union's nearly 700 employees, 157,000 members and our many business partners to express our strong support for the Dubuque Area Chamber of Commerce's Small Community Air Service Development Program (SCASDP) grant application.

Dubuque lost all commercial air service in September, 2022 when American Airlines pulled their daily services due to pilot shortages at regional and major air carriers. As a community with strong economic development and diversity, our area businesses depend on efficient transportation options to not only effectively sustain, but to grow.

The loss of daily air service for our region impacts our organization, members, employees, and business partners traveling for work or pleasure. If awarded, these funds will allow Dubuque to restore daily, sustainable air service to the Dubuque Regional Airport. This would greatly impact the economic viability of our region.

As a member-owned financial cooperative, our members' best interest is at the forefront of all of our efforts. Regional service would not only provide cost savings and increase efficiencies for Dupaco and our members, but it would provide a resource for our business partners traveling to our region. Restoring air service in Dubuque will increase the livability of our community and help our efforts for continued growth.

Our regional airport is vital to Dubuque area travelers. Dubuque has great potential, but faces great challenges and needs help from this SCASDP grant program to fulfill our FlyDBQ mission to make flying Dubuque the most memorable and exciting experience travelers can have. Please give the highest consideration to Dubuque's application allowing our great community to restore air service out of the Dubuque Regional Airport.

Sincerely,

Joseph F. Hearn

Joe Hearn
President & CEO
Dupaco Community Credit Union

Worldwide Construction & Forestry Division
18600 South John Deere Road
Dubuque, IA 52004 USA
Phone: 563.589.6317
Email: DicksonMarkA@JohnDeere.com

Mark A. Dickson
General Manager
John Deere Dubuque Works
Construction and Forestry Division

18 April 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
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        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. John Deere relies on air service not only for our employees, but for John Deere dealers, customers, and suppliers. This grant revision is paramount to the continued growth and prosperity of our region. John Deere Dubuque Works supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,



Mark A. Dickson
General Manager
John Deere Dubuque Works

LORAS COLLEGE

1450 Alta Vista Street | Dubuque, IA 52001 | 800.245.6727

Office of the President

May 9, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. This has adversely affected Loras College in several ways: The number of alumni traveling back to Dubuque for gatherings and reunions has decreased, we have had a more difficult time attracting national speakers back to Dubuque, and we have encountered a decline in the number of students enrolled from Florida, California, Arizona, and many International countries.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace its daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
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    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Loras College supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Cordially,

Jim Collins

James E. Collins '84
President

Lynn Breithaupt
Vice President, Customer Marketing & Strategy
McGraw Hill | Higher Education
501 Bell Street Dubuque, Iowa 52001
lynn.breithaupt@mheducation.com

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

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        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. McGraw Hill supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,
Lynn Breithaupt
Vice President, Customer Marketing & Strategy
McGraw Hill | Higher Education

MEDICAL ASSOCIATES

April 20, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
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    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. Medical Associates Clinic supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Tom Pfiffner
Chief Operating Officer

1500 Associates Drive | Dubuque, IA 52002 | Phone: 563.584.3000 | Toll Free: 800.648.6868

NORTHEAST IOWA
COMMUNITY COLLEGE

April 27, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman,

In September 2022, Dubuque lost all daily commercial air service when American Airlines discontinued service at the Dubuque Regional Airport. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical as it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

1. Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
2. Begin weekly commercial air service to leisure destination(s).
3. A Local Coalition whose mission is to restore and maintain commercial air service with 5 initiatives:
    - Direct contact with air carriers
    - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have
    - Federal and State government partnerships
    - National outreach to comparable cities
    - Local commercial air service campaign

Enhancing air service is a top priority for the community. This grant revision is critical to the continued growth, business success, and prosperity of our region. Northeast Iowa Community College supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Herbert Riedel, Ph.D.

President
Northeast Iowa Community College

Calmar Campus
1625 Hwy. 150 S.
P.O. Box 400
Calmar, IA 52132
844.642.2338

Peosta Campus
8342 NICC Drive
Peosta, IA 52068
844.642.2338

www.nicc.edu

NATIONAL MISSISSIPPI RIVER MUSEUM & AQUARIUM

IN ASSOCIATION WITH THE SMITHSONIAN INSTITUTION

April 24, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region, and very important for tourism. The National Mississippi River Museum & Aquarium, Kurt Strand, President & CEO, supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport. As the leading tourism organization in Dubuque, restoring Air Service

Sincerely,

Kurt Strand
President and CEO

350 East 3rd Street Dubuque, Iowa 52001 563.557.9545 www.rivermuseum.com

A property of the Dubuque County Historical Society

Platteville Regional Chamber
- better together -
TRAVEL WISCONSIN WELCOME CENTER

May 1, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. The Platteville Regional Chamber supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Regards,

Wayne Wodarz
Executive Director

P.O. Box 724 ◆ 275 West Business Hwy 151 ◆ Platteville, WI 53818
608-348-8888 ◆ Fax 608-348-8890 ◆ www.platteville.com
chamber@platteville.com

April 18, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. The Dubuque Racing Association (DRA) supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Alex Dixon
President & CEO of DRA/Q Casino

® Wednesday April 19, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
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    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. RE/MAX Advantage / Dave Sandman supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Dave Sandman
REALTOR licensed in IA and IL
RE/MAX Advantage

RE/MAX
RE/MAX Advantage Realty
4029 Pennsylvania Ave Ste 1
Dubuque IA 52002
Office: (563) 588-3078
Fax: (563) 588-1799

www.dubuqueareahomes.com

Each Office Independently Owned and Operated

TH MEDIA
Connecting our Community

Mike Fortman, Associate Publisher & Group Director of Advertising

801 Bluff Street, Dubuque, Iowa 52001 | 563-588-5740 | mike.fortman@wcinet.com

Date: 4/20/23

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
  o Mission – to restore and maintain commercial air service with 5 initiatives.
    - Direct contact with air carriers
    - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
    - Federal and State government partnerships
    - National outreach to comparable cities
    - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. As the Associate Publisher of TH Media, I can personally assure you that our company fully supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Mike Fortman

TRICOR INC.
INSURANCE

04/20/23

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
- Begin weekly commercial air service to leisure destination(s)
- Local Coalition
    - Mission – to restore and maintain commercial air service with 5 initiatives.
        - Direct contact with air carriers
        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. TRICOR INSURANCE, Kevin Ehrlich supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Kevin Ehrlich, CIC, CRM, CAWC
Partner/Vice President, Senior Business Insurance Specialist

TRICOR INSURANCE
BEST PLACES TO WORK

YOUR **RISK MANAGEMENT** PARTNER

Direct: 563-231-2209
Office: 563-556-5441 x1421
kehrlich@tricorinsurance.com

UnityPoint Health
Finley Hospital

Chad M. Wolbers, President/CEO
350 N Grandview Avenue
Dubuque, IA 52001
Office: (563) 589-2414

April 19, 2023

Brooke Chapman, Associate Director
Small Community Air Service Development Program
Office of Aviation Analysis
1200 New Jersey Ave, SE W86-307
Washington, DC 20590

Dear Associate Director Chapman:

As you are aware, Dubuque lost all daily commercial air service when American Airlines pulled out in September 2022. The pilot shortage for regional as well as major air carriers was the reason for the loss of air service.

Access to daily air service is critical, it directly impacts the ability to do business not only nationally, but globally. Dubuque is seeking to replace daily lost network carrier service with service through a major hub.

Dubuque has a three-pronged approach for restoration of air service:

- Restore daily commercial air service to major hub(s) with connecting flights by revising the Dubuque Regional Airport SCASDP Grant application.
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        - FlyDBQ Experience – make flying DBQ the most memorable and exciting experience travelers can have.
        - Federal and State government partnerships
        - National outreach to comparable cities
        - Local commercial air service campaign

Enhancing air service is a top priority for our community. This grant revision is paramount to the continued growth and prosperity of our region. UnityPoint Health Dubuque, Finley Hospital, supports this revision for restoring daily, sustainable air service to the Dubuque Regional Airport.

Sincerely,

Chad Wolbers
President and CEO



2025-2027 CITY COUNCIL
GOALS & PRIORITIES

The Dubuque City Council completed its annual goal-setting sessions on Thursday, Sept. 25, 2025. Over the course of three evening sessions, City Council members affirmed the 15-year vision statement and mission statement and identified seven five-year goals for the city. They also identified top and high priorities for a 2025-2026 policy agenda as well as in-progress projects and capital projects for 2025-2026.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

POLICY AGENDA

Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2025 - 2027 Top Priorities *(in alphabetical order)*

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

2025 - 2027 High Priorities *(in alphabetical order)*

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



VISION & MISSION

2040 Vision Statement

Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2040 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

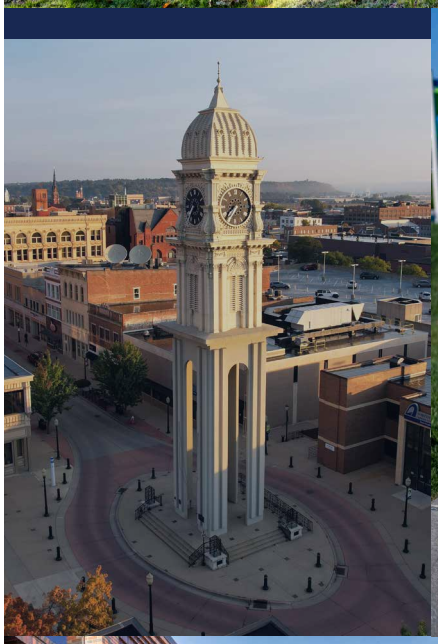
Mission Statement

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.

FIVE-YEAR GOALS

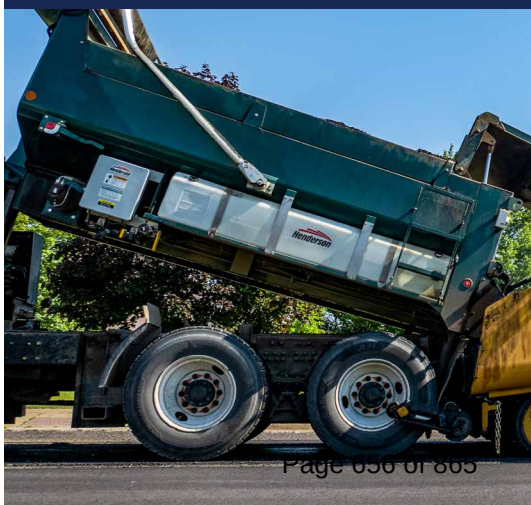
- **Healthy and Safe Community**
- **Financially Responsible, High-Performance City Organization:** Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:** Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:** Great Place to Live
- **Sustainable Environment:** Preserving and Enhancing Natural Resources
- **Connected Community:** Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**





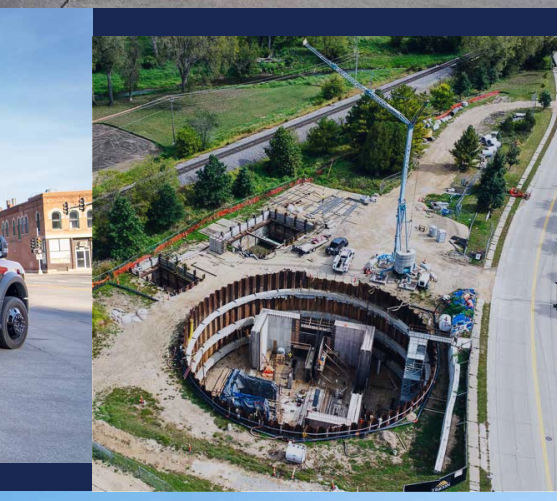














MANAGEMENT IN PROGRESS & MAJOR PROJECTS

Under each City Council goal are items listed as **Management in Progress** and **Major Projects**. These are items and projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

Healthy and Safe Community

Management in Progress

- Access, Belonging and Community Action Plans
- Community Risk Reduction Program Implementation
- Fire Explorer Program Development
- License Plate Reader Camera Deployments
- New Emergency Responder Computer-Aided Dispatch (CAD) System Implementation
- Police Radios Upgrade Implementation
- Public Health Preparedness Emergency Response Plan Update
- Traffic and Security Camera Deployments and Upgrades

Major Projects

- Fire Stations Improvement Projects
- Crescent Community Health Center Facilities and Services Expansion

Financially Responsible, High-Performance City Organization

Management in Progress

- Adopt-A-Spot/Volunteer Management Hub Site GIS Application
- City Bond Rating: Updated Credit Rating and Bond Sale
- City Departments Safety Program: Funding for OSHA Compliance
- City Facilities Integrated Access Control Project
- City Hall and City Hall Annex Renovations
- City Website ADA Compliance
- Enterprise Asset Management System and Work Order System Funding and Implementation Plan
- Enterprise Resource Planning (ERP) Software Implementation
- Federal Legislative Advocacy Agenda and Action Plan
- Historic Federal Building Upgrades
- Human Resources Information System (HRIS) Implementation
- Multicultural Family Center Management and Staffing Review
- Organizational Culture Continuous Improvement: Exit Interviews
- State Legislative Advocacy Agenda and Action Plan 2026
- Succession Plan for Intergovernmental Relations Position

Major Projects

- Multicultural Family Center Elevator
- City Data Center Phase 2

Robust Local Economy

Management in Progress

- Business Incentives Policies and Processes Review
- Chaplain Schmitt Island Development: Hotel Project
- Comprehensive Hotel Attraction/Incentive Policy

(Continued on page 4.)

- Electronic Bidding Software Implementation
- Field of Dreams: Next Steps for City Support
- Minority and/or Women-owned Business Enterprise (MWBE) Procurement Policy
- Port of Dubuque New Hotel Development: City Actions
- Poverty Prevention and Reduction Plan Update
- River Cruise Ship Docking Project

Livable Neighborhoods and Housing

Management in Progress

- Unified Development Code Update and Adoption
- Historic Millwork District Development Update
- Neighborhood Associations Development: Activation/ Expansion
- Terminus Software Implementation for City Permits
- Permitting and Inspection Software Implementation
- New Housing Development Status Updates

Sustainable Environment

Management in Progress

- Electric Bus Acquisition and Charging Station
- Emerald Ash Borer Recovery: Funding for Stump Removal, Planting, and Related Sidewalk Replacement
- Green Alley Maintenance and Performance Evaluation
- Sewer System Infrastructure Asset Master Plan Development and Adoption
- Branching Out Dubuque Tree Planting Program
- Water Department 2025 Consumer Confidence Report
- Water and Resource Recovery Center (WRRC) 2025 Explosion Recovery Completion
- WRRC Fats, Oils, and Greases (FOG) Program Review
- WRRC High-Strength Waste Receiving and Storage Project
- WRRC HVAC Mini-Split System Installation
- WRRC State-Certified Lab Expansion

Major Projects

- Auburn St. and Custer St. Water Main, Sanitary Sewer, and Street Reconstruction
- City-Wide Fiber Project: Water Department Pump, Stations, Tanks, and Towers
- Green Alley Project: 15th St. to 17th St. between Iowa St. and Central Ave.
- Lead Water Service Lines Replacement Phase 1
- N. Cascade Rd./Southwest Arterial Water and Sewer Main Extensions from Edval Ln. to N. English Mill Rd.
- Rockdale Rd. Stormwater Project
- Water Department Deep Well No. 7 Rehabilitation
- Water Department New Deep Well No. 11 (part of PFAS Remediation Plan)
- Water Department SCADA (Supervisory Control and Data Acquisition) Overhaul
- Water Main Creek Crossing Restoration Project

Connected Community

Management in Progress

- Jule Federal Transportation Administration Areas of Persistent Poverty Planning Grant
- Parking System and Technology Upgrade and Installation
- Smart Parking and Mobility Study Implementation
- STREETS (Smart Traffic Routing with Efficient and Effective Traffic System) Program Funding and Implementation

Major Projects

- 14th St. Railroad Overpass and 16th St. Corridor Complete Streets Improvements
- Airport General Aviation Apron Reconstruction
- Airport Taxiway Alpha Construction
- Chaplain Schmitt Island Trail Project (Federal Community Project Grant)
- Fiber Optic Connections to Data Center
- Relocation of Fiber Optics on Julien Dubuque Bridge
- Southwest Arterial Intelligent Transportation System (ITS) Project
- US 20/Northwest Arterial Intersection Iowa DOT Project
- Wildwood Dr. Bridge Replacement

Diverse Arts, Culture, Parks, & Recreation Experiences & Activities

Management in Progress

- Comiskey Park Phase 2 Upgrades: Parking and Amenities
- Community Cultural Experiences and Programming
- Historic Millwork District Green Space Plan
- Eagle Point Park Historic Structures Assessment and Report
- Friends of Eagle Point Park Organization Development
- Eagle Point Park Fall 2025 Clean-Up

Major Projects

- Jackson Park Restrooms
- ImOn Ice Arena Dehumidification System
- Rustic Point Park Completion
- South Pointe Park Completion
- Eagle Point Park Water Tower Destruction
- Chaplain Schmitt Island Amphitheater





THE CITY OF DUBUQUE
Masterpiece on the Mississippi

2024-2026 DUBUQUE CITY COUNCIL GOALS & PRIORITIES

LOOKING AHEAD

Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city.

They also identified top and high priorities for a 2024-2026 policy agenda as well as in-progress projects and capital projects for 2024-2026.

POLICY AGENDA

Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2024 - 2026 Top Priorities *(in alphabetical order)*

- Air Service Future Strategy and Action Plan: Major Airline Hub Connections
- Central Avenue Revitalization Plan Implementation
- Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds
- Police Department Staffing and Hiring
- Street Maintenance/Rehabilitation Program

2024 - 2026 High Priorities *(in alphabetical order)*

- Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project
- Chaplain Schmitt Island Development
- City Workforce Retention and Attraction
- Comprehensive Study of Fire Station Locations and Staffing
- Parks Maintenance/Refresh Action Plan



BRAD M. CAVANAGH
MAYOR



RIC W. JONES
AT-LARGE



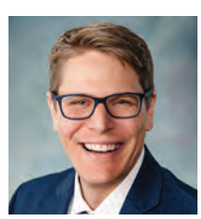
DAVID T. RESNICK
AT-LARGE



SUSAN R. FARBER
1ST WARD



LAURA J. ROUSSELL
2ND WARD



DANNY C. SPRANK
3RD WARD



KATY A. WETHAL
4TH WARD

VISION STATEMENT

Dubuque 2039 is a sustainable and resilient city and an inclusive and equitable community where ALL are welcome. Dubuque 2039 has preserved our Masterpiece on the Mississippi, has a strong diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyle; have a choice of quality, livable neighborhoods; and have an abundance of fun things to do; and are engaged in the community.

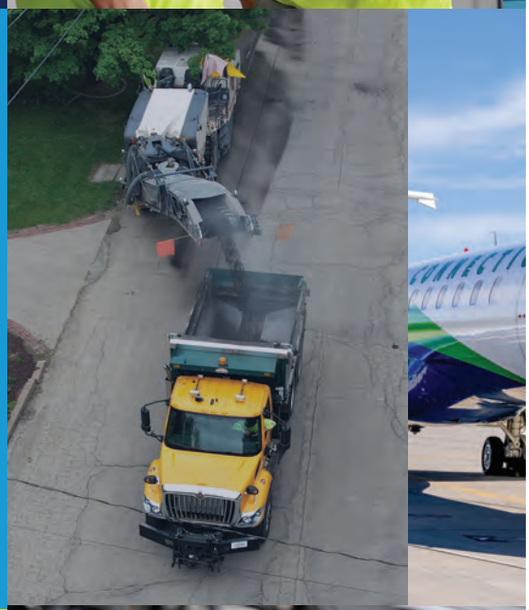
MISSION STATEMENT

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.

FIVE-YEAR GOALS: 2024 - 2026

- **Vibrant Community:**
  Healthy and Safe
- **Financially Responsible, High-Performance City Organization:**
  Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:**
  Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:**
  Great Place to Live
- **Sustainable Environment:**
  Preserving and Enhancing Natural Resources
- **Connected Community:**
  Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- **Partnership for a Better Dubuque:**
  Building Our Community that is Viable, Livable, and Equitable









www.cityofdubuque.org/citycouncil









MANAGEMENT IN PROGRESS & MAJOR PROJECTS

Under each City Council goal are items listed as **Management in Progress** and **Major Projects**. These are items and projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

Vibrant Community

Management in Progress

- 911 Center Prepared Live Software: Funding
- 911 Center Relocation, Technology, and Staffing
- Animal Control Ordinance Update: Adoption
- Diversity, Equity, Inclusion, and Belonging: City & Department Action Plans
- Equitable Fines and Fees Reform Pilot Program Implementation
- Fire Department Community Risk Reduction Strategic Plan
- Fire Equipment Acquisition: Two Ambulances and Fire Boat
- Fire Protective Gear Replacement: Funding and Acquisition
- Law Enforcement Mental Health and Wellness Check-Ins
- License Plate Reader Cameras: Implementation
- Opioid Settlement Planning and Response in Partnership with Dubuque County
- Pet Licensing Systems Implementation
- Public Health Preparedness Emergency Response Plan Update
- Public Safety Radios Upgrade
- Public Safety Workforce Diversification
- School Resource Office Program Expansion: Report
- Traffic and Security Cameras Deployment
- Veterinarian Services Contract with Animal Control

Major Projects

- Fire Headquarters Bunk Room Remodel, HVAC, and Fire Administration Office Update
- Fire Training Center Burn Tower Improvement Project

Financially Responsible, High-Performance City

Management in Progress

- Adopt-A-Spot/Volunteer Management GIS Application
- City Bond Rating: Updated Credit Rating
- City Legislative Advocacy Agenda and Action Plan 2025
- City Organization Safety Program: Review, Update, and Training
- Commercial Banking Services: Implementation
- Citizen Response Management System Replacement: Implementation
- Cyber Security Enhancements: Training and Tool
- Data Governance: Direction and Funding
- Debt and Investment Management Software: RFP and Installation
- Enterprise Asset Management System and Work Order System: Funding & RFQ
- Enterprise Resource Planning Software Implementation
- Future City Employee Career Development Program(s): Report
- Human Resource Information System: Implementation
- Leisure Services Director Replacement
- Organizational Culture Continuous Improvement
- Review of City Departments: Services and Staffing

Major Projects

- City Data Center Project– Phase 1: Completion
- City Facilities Integrated Access Control Project
- City Hall and City Hall Annex Renovations: Design
- Federal Building HVAC System Condition Assessment and Long-term Replacement Plan: Completion
- Federal Building Upgrade Project: Completion
- Multicultural Family Center Project: Completion

Robust Local Economy

Management in Progress

- Business Incentives Policy: Review and Refine
- Comprehensive Hotel Incentive Policy and Strategy
- Field of Dreams: Next Steps for City
- Flexsteel Site Redevelopment: Pump Agreement
- Grand Harbor Hotel
- Minority- and/or Women-Owned Business Enterprise Procurement Policy: Revision and Public Awareness Report
- Port of Dubuque New Hotel Development
- Poverty Reduction Plan: Update Report

Major Projects

- Dubuque Brewing & Malting Building Project: Deconstruction Completion and Site Remediation Enforcement Action
- River Boat Docking Project: Environmental Study and Temporary Dock Installation

Livable Neighborhoods and Housing

Management in Progress

- Code Compliance/Enforcement Enhancements
- Housing Opportunity Through Modernization Act Implementation for Housing Choice Voucher Program
- National Standards for the Physical Inspection of Real Estate Implementation from Housing Quality Standards for Housing Choice Voucher Program
- Neighborhood Associations Development
- New Housing Development Support: Report
- Permitting and Inspection Software Implementation
- Terminus for all Permits, Data Governance, and Storage
- Unified Development Code: Completion

Sustainable Environment

Management in Progress

- Air Quality EPA Path Forward: Update Reports
- Annual Water Quality (Consumer Confidence) Report
- Electric Bus Implementation: Acquisition
- Emerald Ash Borer: Funding for Planting, Stump Removal, and Sidewalk Replacement
- Expand Testing Capability of Water & Resource Recovery Center State-Certified Lab
- Fats, Oils, and Grease Program: Software Update
- Pollinator Habitat in Park System: Completion
- Sewer System Infrastructure Asset Master Plan: Analysis and Update Report
- Branching Out Dubuque Tree Planting Program
- Water Distribution and Treatment System Master Plan
- Water & Resource Recovery Center HVAC System Improvements
- Water & Resource Recovery Center Odor Abatement

Major Projects

- 42-inch Sanitary Sewer Force Main Stabilization Project
- Advancing New Deep Water Well No. 11
- Auburn and Custer Street Reconstruction Project
- Bee Branch Stormwater Pumping Station Project
- Cedar and Terminal St. Lift Station and Force Main Project
- City-Wide Fiber Project: Water Department Pump Stations, Tanks, and Towers
- Creek Crossing Restoration Project
- Deep Water Well No. 7 Rehabilitation
- Edval Ln. to N. English Mill Rd. Water and Sewer Main Extension
- Granger Creek Lift Station Improvements
- Green Alley Projects:
  - 15th St. to 17th St. between Iowa St. and Central Ave.
  - 17th St. to 18th St. between Central Ave. and White St.
- Grove Terrace Sanitary Sewer Reconstruction
- High-Strength Waste Receiving and Storage Project
- Lead Water Service Line Replacement Pilot Program
- Old Mill Rd. Lift Station and Force Main Project
- Supervisory Control and Data Acquisition Overhaul: Water
- Tamarack Park/HWY 61 Water and Sewer Main Extension
- Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment

Connected Community

Management in Progress

- Community Broadband Project Fiber-to-the-Home: Phase 2
- Jule Services Study Planning Grant Completion
- Parking System and Technology Master Plan
- Smart Parking and Mobility Study: Parking Implementation
- Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) Program: Phase 1
- Central Ave. and White St. Corridor Short-Term Action: Report

Major Projects

- 2024 Pavement Marking Project: Completion
- Bee Branch Trail - Phase 1 Project: Completion
- Camera Connections to Additional City Locations Project: Completion
- Connection to Data Center Project: Phase 2 Completion
- East-West Corridor/Roundabout Policy/Projects: Preliminary Design
- General Aviation Apron Reconstruction Project: Construction
- Heeb St. Reconstruction Project: South of Kaufmann Ave.
- US 20 and Northwest Arterial Intersection Project
- Relocation of Fiber Optics on US 20 Catfish Creek Bridge
- Schmitt Island Community Project Trail Grant
- Southwest Arterial Intelligent Transportation Systems Project: Completion
- Taxiway Alpha Construction Project – Phase 2: Completion
- Wildwood Dr. Bridge Replacement: Design

Diverse Arts, Culture, Parks, & Recreation Experiences & Activities

Management in Progress

- Arts and Culture Master Plan: Report and Engagement Strategy
- Chaplain Schmitt Island Amphitheater Construction
- Comiskey Park Phase 2 Construction
- Comprehensive Parks Master Plan
- Culture Definition in Community Programming: Report
- Eagle Point Park Enhancements/Reinvestment
- Five Flags Civic Center Management Selection
- Five Flags Facility Project: Update Report
- Historic Millwork District Park: Plan Adoption
- Multicultural Family Center Cultural Experiences and Programming: Report

Major Projects

- Eagle Valley Neighborhood Park: Completion
- English Ridge Neighborhood Park: Completion
- ImOn Ice Arena Dehumidification, HVAC, and Generator Project
- Jackson Park Restrooms and Amenities: Design
- Westbrook Neighborhood Park: Completion

Partnership for a Better Dubuque

Management in Progress

- City Life in Marshallese or Other Languages: Implementation
- Community Impact Department: Mission and Vision
- Equitable Fines and Fees Work Plan
- Succession Plan for Intergovernmental Relations Position

2023-2025

DUBUQUE CITY COUNCIL

GOALS & PRIORITIES



BRAD M. CAVANAGH
MAYOR

RIC W. JONES
AT-LARGE

DAVID T. RESNICK
AT-LARGE

SUSAN R. FARBER
1ST WARD

LAURA J. ROUSSELL
2ND WARD

DANNY C. SPRANK
3RD WARD

KATY A. WETHAL
4TH WARD

LOOKING AHEAD

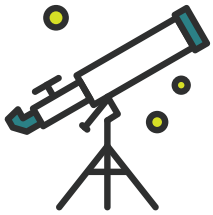
Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city.

They also identified top and high priorities for a 2023-2025 policy agenda as well as in-progress projects and capital projects for 2023-2025.

FIVE-YEAR GOALS: 2023 - 2025

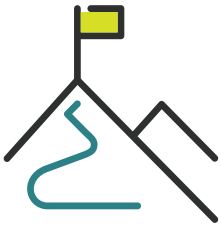
- **Vibrant Community:** Healthy and Safe
- **Financially Responsible, High-Performance City Organization:** Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:** Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:** Great Place to Live
- **Sustainable Environment:** Preserving and Enhancing Natural Resources
- **Connected Community:** Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- **Partnership for a Better Dubuque:** Building Our Community that is Viable, Livable, and Equitable

2038 VISION STATEMENT



Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

MISSION STATEMENT

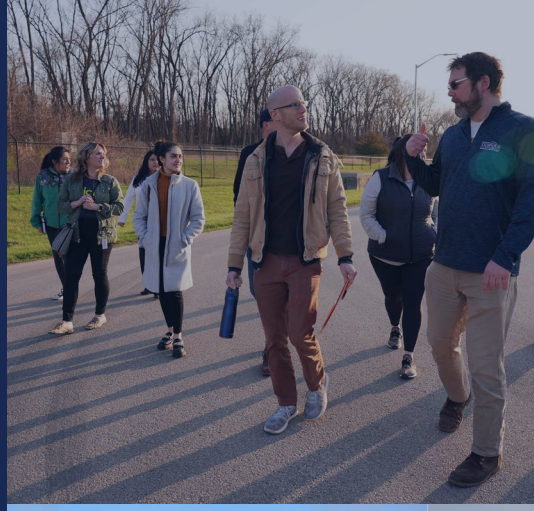


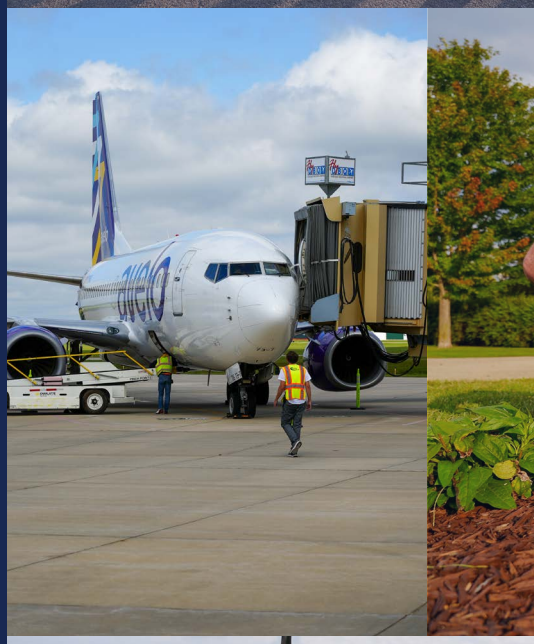
Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.

POLICY AGENDA

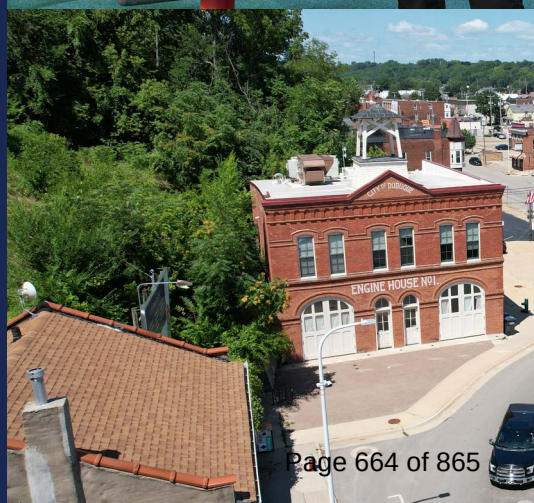
TOP PRIORITIES & HIGH PRIORITIES

Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

















2023 - 2025 TOP PRIORITIES *(in alphabetical order)*

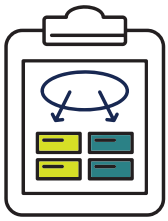
- Air Service: Future Strategy & Action Plan
- City Workforce Retention & Attraction
- Comprehensive Study of Fire Station Locations and Staffing
- Police Department Full Staffing
- Street Maintenance & Rehabilitation Program

2023 - 2025 HIGH PRIORITIES *(in alphabetical order)*

- Bee Branch Detention Basin Pump Replacement
- Catfish Creek Sanitary Sewer Project Pump Station
- Central Avenue Corridor Revitalization Plan
- Leveraging Federal & State Infrastructure Grant Programs
- RAISE Grant & Matching Funds for Construction (14th St. Railroad Overpass and Elm St. and 16th St. Corridor Complete Streets)

MANAGEMENT IN PROGRESS & MAJOR PROJECTS

Under each City Council goal are items listed as **MANAGEMENT IN PROGRESS** and **MAJOR PROJECTS**. Each goal contains management in progress items and some City Council goals also have major projects associated.



Management in progress are items that are underway and budgeted. Staff is implementing and providing updates to City Council.

Major projects are projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

VIBRANT COMMUNITY

MANAGEMENT IN PROGRESS

- Comprehensive Police Transparency: Annual Report
- Diversity, Equity, and Inclusion City Action Plan: Departmental Action Plans
- Emergency Communications Accreditation
- Emergency Communications Center: Reassess Funding, Relocation to 2900 Chavenelle
- Equitable Fines and Fees Reform
- Fire/Police Culture Action Plan: Development and Implementation
- Food Insecurity: Report and City Actions
- Historic Federal Building: Police Satellite Location
- License Plate Reader Cameras: Installation
- Traffic and Security Cameras Deployment

FINANCIALLY-RESPONSIBLE, HIGH-PERFORMANCE CITY ORGANIZATION

MANAGEMENT IN PROGRESS

- Downtown City Facilities/Workspace Analysis and Plan
- Enterprise Asset Management System
- Enterprise Resource Planning (ERP) Software Implementation
- Federal and State Legislative Advocacy Agenda and Priorities for 2024
- Human Resource Information System/Payroll: RFP and Implementation
- Human Resources Modernization
- Organizational Culture: Continuous Improvement

MAJOR PROJECTS

- Data Center Relocation
- Engine House #1 Remodel Project

ROBUST LOCAL ECONOMY

MANAGEMENT IN PROGRESS

- Childcare Initiative Strategy and City Actions
- City Economic Development and Incentives: Policies, Processes, and Practices
- Developers Round Table
- Development Process Streamlining
- Field of Dreams: Next Steps for City
- Job Fair: Implementation and Report
- Low/Moderate Income Small Businesses Grants
- Minority- and Women-Owned Business Enterprise Procurement Policy, Process Revision, & Recruitment
- Poverty Prevention and Reduction Plan Implementation
- River Cruise Infrastructure: Environmental Studies/ Permitting
- Sports Tourism Development: Response to Opportunities

LIVABLE NEIGHBORHOODS & HOUSING

MANAGEMENT IN PROGRESS

- Imagine Dubuque: Annual Update Report
- Multicultural Family Center Youth Programs Expansion
- Multi-Tiered Housing Inspection Program
- Neighborhood Associations Toolkit
- Safe Housing: Housing Inspection Program Enhancements and Software
- Truck Route Ordinance
- Unified Development Code Update

SUSTAINABLE ENVIRONMENT

MANAGEMENT IN PROGRESS

- Electric Bus Implementation
- Electric Fuel Excise Rate Ordinance Adoption
- Emerald Ash Borer Response
- Odor Reduction Analysis and Report
- Pollinator Habitat in Park System
- Sewer System Infrastructure Asset Master Plan

MAJOR PROJECTS

- Lead Water Service Line Replacement
- Supervisory Control And Data Acquisition (SCADA) System Overhaul
- Water Main Extensions – Southwest Arterial

CONNECTED COMMUNITY

MANAGEMENT IN PROGRESS

- Central Avenue Traffic Corridor Study
- Community Broadband Expansion Project
- Neighborhood Speeding Mitigation: Direction and Enforcement
- Roundabout Policy
- Smart Parking and Mobility Study
- Traffic Signal Synchronization/STREETS Program

MAJOR PROJECTS

- Fiber Connections to Additional City Locations Project
- Chaplain Schmitt Island Trail Connector Project
- Connection to Data Center Project
- East/West Corridor Roundabouts: Environmental Clearance
    a. University/Pennsylvania: Design
    b. University/Asbury: Design
    c. University/Loras: Design
- Kerper Boulevard Roundabout Project
- RAISE Planning Grant for Design
    a. Elm and 16th Street Project
    b. 14th Street Overpass Project
- Southwest Arterial Intelligent Transportation System (ITS) Project

DIVERSE ARTS, CULTURE, PARKS, & RECREATION EXPERIENCES & ACTIVITIES

MANAGEMENT IN PROGRESS

- Arts and Culture Master Plan: Revised Community Engagement Strategy Adoption
- Arts Operating Grants Review and Funding
- Comiskey Park Upgrades: Phase 2
- Comprehensive Parks Master Plan

MAJOR PROJECTS

- Eagle Valley Subdivision Park
- English Ridge Subdivision Park
- Five Flags Center Short-Term Improvements
- Jackson Park Restrooms
- Westbrook Subdivision Park

PARTNERSHIP FOR A BETTER DUBUQUE

MANAGEMENT IN PROGRESS

- City Life in Spanish: Implementation

2022 – 2024

DUBUQUE CITY COUNCIL
GOALS & PRIORITIES



BRAD M. CAVANAGH
MAYOR



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AT-LARGE



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Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city. They also identified top and high priorities for a 2022-2024 policy agenda as well as in-progress projects and capital projects for 2022-2024.



Five-Year Goals
2022–2027

Robust Local Economy:
Diverse Businesses and Jobs with Economic Prosperity

Vibrant Community:
Healthy & Safe

Livable Neighborhoods and Housing:
Great Place to Live

Financially Responsible, High-Performance City Organization:
Sustainable, Equitable, and Effective Service Delivery

Sustainable Environment:
Preserving and Enhancing Natural Resources

Partnership for a Better Dubuque:
Building Our Community that is Viable, Livable, and Equitable

Diverse Arts, Culture, Parks, and Recreation Experiences and Activities

Connected Community:
Equitable Transportation, Technology Infrastructure, and Mobility

2036 Vision Statement

Dubuque 2036 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2036 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

Mission Statement

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.



2022 Art on the River Exhibit Opening

Policy Agenda

Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2022 – 2024 Top Priorities
(in alphabetical order):

- Air Service Future Strategy and Action Plan
- Chaplain Schmitt Island Master Plan Implementation
- City Workforce Retention and Attraction: Direction and Funding
- Climate Action Plan Implementation
- Comprehensive Fire Stations Locations: Study, Report, Direction, and Funding
- Street Program: Direction and Funding

2022 – 2024 High Priorities
(in alphabetical order):

- Catfish Creek Sanitary Sewer Project: Debt Policy Direction, Phasing, and Funding
- Central Avenue Revitalization Plan: Adoption, Direction, and City Actions
- Five Flags: Options, Funding Mechanism, Direction, and Next Steps
- Housing Incentive Policy: Review and Direction
- Poverty Prevention and Reduction Plan Implementation
- Sutton Pool Staffing and Operational Needs: Future Direction and Funding



Under each City Council goal are items listed as MANAGEMENT IN PROGRESS and MAJOR PROJECTS. Each goal contains management in progress items and some City Council goals also have major projects associated.



Management in progress are items that are underway and budgeted. Staff is implementing and providing updates to City Council.

Major projects are projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

Robust Local Economy

Management in Progress

- Field of Dreams Stadium: Next Steps for City
- Industrial Park Development
  a. West McFadden/Graf Site Infrastructure
  b. Crossroads Industrial Park Infrastructure
- Minority-, Women-, Disabled-, and LGBT-Owned Business Enterprises (MWDBE) Business Support (including diverse suppliers)
- MWDBE Procurement Policy, Process Revision and Recruitment
- River Cruise Infrastructure and Initial Cruise

(Continued on page 4)

Vibrant Community

Management in Progress

- 911 Center Accreditation
- Comprehensive Police Transparency Annual Report
- Emergency Communication Transfer to Dubuque County: Policy Direction and City Actions
- Traffic and Security Cameras Deployment
- Equitable Fines and Fees Reform
- Fire Department Culture Action Plan
- Fire Department Recruitment and Staffing
- National Incident Management System (NIMS) Development and Training: Mayor/City Council and Management Team Implementation
- Police Department Recruitment and Staffing

Livable Neighborhoods & Housing

Management in Progress

- Emerald Ash Borer Damage: Update Report & Funding
- Historic Millwork District: Next Steps
- Multicultural Family Center Youth Programs Expansion
- Neighborhood Associations Process/Guidelines: Development
- Unified Development Code Update

Major Projects

- Hendrick's Feed Site Parking Ramp

Financially-Responsible, High-Performance City Organization

Management in Progress

- Americans with Disabilities Act (ADA) Compliance Transition Report
- Cartegraph Operations Management Software System Asset Management System
- City Facilities Security Short-Term Action Plan: Access Codes
- City Legislative Lobbying/Advocacy Agenda 2022
- City Plan and Performance Tracking Software and Reporting Tool
- Digital Signatures Policy
- Downtown City Facilities/Workspace Analysis and Plan
- Enterprise Resource Planning (ERP) Software Implementation
- Human Resources Modernization: Two Positions
- Organizational Culture Continuous Improvement
  a. Performance Reviews
  b. Exit Interviews
  c. Consultant Services & Support

Major Projects

- Engine House Remodel Project

For City Council contact information, visit

www.cityofdubuque.org/citycouncil

or call 563.589.4100.

COUN006-090122

Sustainable Environment

Management in Progress

- Bee Branch Greenway Operations and Maintenance
- Bee Branch Basin Pump Replacement
- Lead and Copper Pipe Rule Compliance Water Sampling and Testing
- Pollinator Habitat in Park System
- Sewer System Infrastructure Asset Master Plan
- Water and Resource Recovery Center: Nutrient Trading
- Water Plant and Distribution Systems Condition Assessment/Master Plan

Major Projects

- Water Department Supervisory Control and Data Acquisition (SCADA) System Overhaul
- Water Lines Extension – Southwest Arterial

Partnership for a Better Dubuque

Management in Progress

- AmeriCorps Support of Grade-Level Reading Initiative
- Boards/Commissions Recruitment Plan
- City Life Program Offered in Spanish
- Homeless Shelter for Men with Children: Construction Completion

Diverse Arts, Culture, Parks, and Recreation Experiences and Activities

Management in Progress

- Arts and Culture Master Plan Implementation
- Arts Operating Grants Update Report
- Comprehensive Parks Master Plan
- Dubuque Renaissance BIPOC Arts Initiative
- Grand River Center Management Agreement

Major Projects

- Comiskey Park Upgrade Project: Phase 1 Construction
- Eagle Valley Subdivision Park: Construction
- English Ridge Subdivision Park: Construction
- Five Flags Short-Term Improvements: Roof and HVAC Stabilization
- Jackson Park Restrooms: Completion

Connected Community

Management in Progress

- Community Broadband Project: Fiber-to-the-Home
- New Buses: Delivery
- Traffic Signal Synchronization/STREETS Program

Major Projects

- East/West Corridor Capacity Improvements
  a. University/Pennsylvania Roundabout: Design
  b. University/Asbury Roundabout: Design
  c. University/Loras Roundabout: Design
- JFK Road Sidewalks Project: Construction
- Julien Dubuque Bridge Fiber Duct Installation
- Northwest Arterial Upgrade (IDOT Partnership) Phase 2: Construction
- Southwest Arterial Intelligent Transportation System (ITS) Project
- US 151/Wisconsin Bridge Fiber Installation

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: **MAYOR & CITY COUNCIL**

DATE: **JANUARY 21, 2026**

RE: **OPEN RECORDS REQUEST FOR MINIMUM REVENUE GUARANTEE WITH DENVER AIR CONNECTION**

Background

The City of Dubuque Airport Commission and Library Board of Trustees operate with a level of independence and authority which are quite different than that of other boards and commissions. This is unique and specific to the Iowa Code.

The Airport Commission "has all of the powers in relation to airports granted to cities and counties under state law, except the powers to sell the airport." (Iowa Code § 330.21, included below). The City Council's control related to the Airport is limited to control of the Airport budget.

Contracts entered by The City of Dubuque by and through its duly authorized Airport Commission.

> 330.21 Powers — funds.
> 1. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport. The commission shall annually certify the amount of tax within the limitations of state law to be levied for airport purposes, and upon certification the governing body may include all or a portion of the amount in its budget.
>
> 2. All funds derived from taxation or otherwise for airport purposes shall be under the full and absolute control of the commission for the purposes prescribed by law, and shall be deposited with the county treasurer or city clerk to the credit of the airport commission, and shall be disbursed only on the written warrants or orders of the airport commission, including the payment of all indebtedness arising from

the acquisition and construction of airports and their maintenance, operation, and extension.

Open Records Request

When an open records request is submitted where some, or all, of the information may be confidential, staff convene and discuss. In some cases, other parties are included in the discussion. The discussion revolves around whether there are provisions of Iowa Code § 22.7 which allow for withholding or redacting portions of documents prior to disclosure.

In the event of a request for a contract with a vendor or service provider we notify the entity of the request and begin an interactive process to identify whether that entity asserts any of the information contained in the contract/agreement is protected under Iowa Code § 22.7. The requester is notified that the information is being reviewed under Iowa Code § 22.7. If the parties cannot agree on what is and is not confidential under Iowa Code § 22.7, the outside entity is given a deadline after which the City will release the information with the redactions, if any, the City believes are legally justified. Providing the deadline gives the outside party an opportunity to seek a court order prohibiting the City from releasing the information.

It has been asserted the City of Dubuque has refused to provide a copy of the Minimum Revenue Guarantee with Denver Air Connection. This is inaccurate. The City has indicated it must follow a process before releasing some or all of the requested document, and the City has continued to carry out that process.

The Denver Air Connection Minimum Revenue Guarantee includes a provision related to confidentiality and proprietary information. Upon notification of the request in this instance, Matt Skinner, on behalf of Denver Air Connection, asserted the Minimum Revenue Guarantee document was confidential in its entirety. The City disagreed and informed Mr. Skinner that if it could show the information was proprietary under the trade secret provisions of Iowa Code § 22.7, the City could redact those confidential portions of the document prior to public release, but the City could not withhold the document in its entirety. The process was outlined for Denver Air Connection and information shared on what happens if there is no agreement.

The parties began interacting to identify if there could be agreement under Iowa Code § 22.7. This involved meetings, emails, and phone calls spanning from October 3, 2025, through January 19, 2026.

Communications Re: October 3, 2025, Open Records Requests / Interactive Process on Iowa Code 22.7
October 7, 8, 9, 29, 30, 31
November 3, 4, 5, 13, 20, 21, 24, 25, 26
December 2
January 5, 6, 7, 9, 12, 13, 16, 19

Ultimately, the City and Denver Air Connection could not agree on which parts of the agreement qualified as trade secrets under applicable law. Mr. Skinner was informed that the information would be released on Wednesday, January 21, 2026. This allowed time for Denver Air Connection to pursue obtaining a court order prohibiting the City from releasing the information, if it so desired. If no court order is received by the end of business on January 21, 2026, the information will be released, with the redactions the City believes are authorized by state law, but without all the redactions requested by Denver Air Connection.

On January 21, 2026, the City was notified that Denver Air Connection would not be seeking a court order to stop release of the information. The Minimum Revenue Agreement will be provided to the requesters with limited redactions under Iowa Code § 22.7.

Minimum Revenue Guarantee

A minimum revenue guarantee was entered into with Denver Air Connection in late 2024 to resume air service from Dubuque to Chicago. The City was a recipient of a $1,500,000 federal Small Community Air Service Development (SCASD) grant for which there was a required local match. Matching funds were provided by several entities in the effort to resume and maintain air service.

Airport Revenue Guarantee Funding:	
SCASD Grant Funding:	1,500,000.00
Local Match:	
Airport Guarantee CIP Funded by Urban Development Action Grant	150,000.00
Dubuque Chamber	100,000.00
GDDC	50,000.00
Dubuque County	50,000.00
Travel Dubuque	50,000.00
TOTAL SCASD Program and Grant Local Match:	1,900,000.00
Additional Funding:	
Travel Dubuque	500,000.00
*City of Dubuque FY25 General Fund Savings	2,500,000.00
Dubuque Air	50,030.11
Total Funding	**4,950,030.11**
***FY 2026 Amendment 1, included $2.5 million for airport revenue guarantee (Approved by City Council on October 20, 2025)**	

The Airport paid the minimum revenue guarantee to Denver Air Connection, submitting reimbursement requests to the Department of Transportation (DOT), and was reimbursed by the DOT. Matching partners were invoiced for their contributions.

Financial Authority

As previously mentioned, the Airport Commission retains authority over the funds allocated to it by the City Council. The City Council's authority is solely related to allocation of budget funds.

The City budget contains several categorizations under state law related to revenue sources and activities by program for expenditures. The budget must contain estimates for each program's expenditure for the next fiscal year.

> 384.16 City budget.
> Annually, a city that has satisfied the requirements of section 384.22, subsection 3, and the applicable portions of chapter 24, shall prepare and adopt a budget, and shall certify taxes as follows:
>
> 1. a. A budget must be prepared for at least the following fiscal year. When required by rules of the committee, a tentative budget must be prepared for one or two ensuing years. A proposed budget must show estimates of the following:
>
> **(1) Expenditures for each program**.
> (2) Income from sources other than property taxation.
> (3) Amount to be raised by property taxation, and the property tax rate expressed in dollars per one thousand dollars assessed valuation.
>
> b. A budget must show comparisons between the estimated expenditures in each program in the following year, the latest estimated expenditures in each program in the current year, and the actual expenditures in each program from the annual reports as provided in section 384.22, or as corrected by a subsequent audit report. Wherever practicable, as provided in rules of the committee, a budget must show comparisons between the levels of service provided by each program as estimated for the following year, and actual levels of service provided by each program during the two preceding years. For each city that has established an urban renewal area, the budget shall include estimated and actual tax increment financing revenues and all estimated and actual expenditures of the revenues, proceeds from debt and all estimated and actual expenditures of the debt proceeds
> …..

The Iowa League of Cities has created a summary reference guide related to municipal budgets which outlines revenue sources and government activities by program. The guide is included on the next page.

The airport falls under the Public Works program for state budget purposes.

Revenue Sources	Government Activities by Program
Taxes – includes property taxes, Local Option Sales Taxes, hotel/motel, sales and Tax Increment Financing	**Public Safety** – police, fire, ambulance, animal control and other public safety services
Licenses and Permits – includes building and other permits	**Public Works**– roads, bridges, engineering, airport, snow removal and other services not included as an enterprise
Use of Money and Property – includes interest earning and building rents and leases	**Health & Social Services** – welfare assistance, mosquito
Intergovernmental – funds received from other governments such as Road Use Tax and grants	**Culture and Recreation** – library, arts, park and recreation, and other cultural activities
Charges for Services – fees generated from users of a service such as utility fees	**Community & Economic Development** – community beautification, housing, planning and zoning and economic development activities
Special Assessments – includes charges for city assessments such as street and sewer projects	**General Government** – mayor, council, clerk, attorney, city hall and other administrative
Miscellaneous Revenues – includes donations, refunds and internal service charges	**Debt Service**– principal and interest payments on bonds, notes and other debt obligations
Other Financing Sources – includes transfers and proceeds from sale of city assets or bond proceeds	**Capital Projects** – general government or Tax Increment Financing capital projects
	Business Type/Proprietary Activities – water, sewer and other utilities include all associated debt and capital projects

Source: https://iowaleague.org/resource/budget-process/

While the budget contains a significant portion of specific authorizations/budget line items, the categorical divisions outlined above must remain flexible to account for fluctuation in costs and expenditures. The fluctuation results from some planned projects going over budget and others coming in under budget. Often, at the end of a fiscal year there are unexpended, unencumbered cash balances on hand. Budget amendments are made pursuant to Iowa Code § 384.18 to permit the appropriation of those funds.

> 384.18 Budget amendment.
> 1. A city budget as finally adopted for the following fiscal year becomes effective July 1 and constitutes the city appropriation for each program and purpose specified therein until amended as provided in this section. A city budget for the current fiscal year may be amended for any of the following purposes:
>
> > a. To permit the appropriation and expenditure of unexpended, unencumbered cash balances on hand at the end of the preceding fiscal year which had not been anticipated in the budget.
> >
> > b. To permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation, and which had not been anticipated in the budget.
> >
> > c. To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund, unless specifically prohibited by state law.
> >
> > d. To permit transfers between programs within the general fund.
>
> 2. A budget amendment must be prepared and adopted in the same manner as the original budget, as provided in section 384.16, excluding the requirement for the mailing of individual statements under section 24.2A, and is subject to protest as provided in section 384.19, except that the committee may by rule provide that amendments of certain types or up to certain amounts may be made without public hearing and without being subject to protest. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30. The amendment of a budget after May 31, which is properly appealed but without adequate time for hearing and decision before June 30 is void.

The City of Dubuque does two (2) budget amendments annually. The budget is amended for City Council actions since the last budget adoption or the last budget amendment and includes items for which City Council has expressed support. In addition, the amendment includes budget carryovers to the new fiscal year.

In this specific instance, the Airport Commission hoped there would be unexpended, unencumbered funds available at the end of the fiscal year to cover additional revenue

guarantee payments. Unfortunately, there were not unexpended, unencumbered funds available within the Airport's budget allotment.

The City Council identified:

Air Service Future Strategy and Action Plan: Major Airline Hub Connections

as a Top Priority in 2024 for staff. The priorities are a City Council directive and authorization to the City Manager to take action steps toward accomplishing the goal. Once the SCASD grant, local match, and additional funds from others were depleted, the City Manager authorized the expenditure of Public Works Program dollars of $442,809.68 to close out the minimum revenue guarantee funds due to Denver Air Connection.

The FY26 budget was amended by the City Council on October 20, 2025, to include additional airport revenue guarantee support of $2.5 million. All but the $442,809.68 referenced above of the minimum revenue guarantee funds paid from City of Dubuque general funds were expended in FY26, after the FY26 Budget Amendment was adopted by the City Council. At no time was the Public Works state program spent beyond the budget prior to the amendment being approved by the City Council.

The prior section outlines the City Council authorization related to the Minimum Revenue Guarantee. The next section outlines the City Manager's authority for the $442,809.68 which was paid prior to the budget amendment adopted by the City Council.

Iowa Code § 372.8 outlines the City Manager's authorizations under our adopted form of government.

372.8 Council-manager form — supervision.
When a city adopts a council-manager-at-large or council-manager-ward form of government:
1. The city manager is the chief administrative officer of the city.

2. The city manager shall:
   a. Supervise enforcement and execution of the city laws.

   b. Attend all meetings of the council.

   c. Recommend to the council any measures necessary or expedient for the good government and welfare of the city.

   d. Supervise the official conduct of all officers of the city appointed by the manager, and take active control of the police, fire, and engineering departments of the city.

e. Supervise the performance of all contracts for work to be done for the city, make all purchases of material and supplies, and see that such material and supplies are received, and are of the quality and character called for by the contract.

f. Supervise the construction, improvement, repair, maintenance, and management of all city property, capital improvements, and undertakings of the city, including the making and preservation of all surveys, maps, plans, drawings, specifications, and estimates for capital improvements, except property, improvements, and undertakings managed by a utility board of trustees.

g. Cooperate with any administrative agency or utility board of trustees.

h. Be responsible for the cleaning, sprinkling, and lighting of streets, alleys, and public places, and the collection and disposal of waste.

i. Provide for and cause records to be kept of the issuance and revocation of licenses and permits authorized by city law.

j. Keep the council fully advised of the financial and other conditions of the city, and of its future needs.

k. Prepare and submit to the council annually the required budgets.

l. Conduct the business affairs of the city and cause accurate records to be kept by modern and efficient accounting methods.

m. Make to the council not later than the tenth day of each month an itemized financial report in writing, showing the receipts and disbursements for the preceding month. Copies of financial reports must be available at the clerk's office for public distribution.

n. Appoint a treasurer subject to the approval of the council.

o. Perform other duties at the council's direction.

3. The city manager may:

a. Appoint administrative assistants, with the approval of the council.

b. Employ, reclassify, or discharge all employees and fix their compensation, subject to civil service provisions and chapter 35C, except the city clerk, deputy city clerk, and city attorneys.

c. Make all appointments not otherwise provided for.

d. Suspend or discharge summarily any officer, appointee, or employee whom the manager has power to appoint or employ, subject to civil service provisions and chapter 35C.

e. Summarily and without notice investigate the affairs and conduct of any department, agency, officer, or employee under the manager's supervision, and compel the production of evidence and attendance of witnesses.

f. Administer oaths.

4. The city manager shall not take part in any election for council members, other than by casting a vote, and shall not appoint a council member to city office or employment, nor shall a council member accept such appointment.

The City Manager is also authorized by the state code referenced above and Resolution 286-17 adopted by the City Council to enter contracts for services of $500,000 or less and to make ALL purchases of equipment, materials, and supplies.

Conclusion:
The expenditure of City funds toward the minimum revenue guarantee by the City Manager and the City Council were all within the bounds of state and local authorizations related to budgets and expenditures.

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AIR SERVICES AGREEMENT
KEY LIME AIR – DENVER AIR CONNECTION
DUBUQUE REGIONAL AIRPORT COMMISSION

This Air Services Agreement (this "Agreement") is entered into on this 18th day of September 2024, by and between KEY LIME AIR, dba DENVER AIR CONNECTION, a Colorado company with a place of business at 13252 E. Control Tower Rd., Englewood, CO 80112 ("DAC") and the City of Dubuque by and through its duly authorized AIRPORT COMMISSION ("Dubuque") (collectively, the "Parties").

1. Air Service

   A. DAC will operate scheduled round-trip air service to and from the Dubuque Regional Airport ("DBQ") and with the aircraft indicated as follows:

      1. ORD-DBQ/DBQ-ORD (the "DBQ Flights"):

         - Operates an average of 7 round trip flights per week.
         - Operates year-round, 12 months per year.
         - Operates with an ERJ145 aircraft with a 50-seat configuration.
         - The initial daily schedule shall depart ORD-DBQ at approximately 2:45pm, arriving DBQ at 3:55pm, and depart DBQ-ORD at approximately 4:25pm, arriving ORD at 5:35pm.

   B. The DBQ Flights will be operated under the direction and control of DAC and Dubuque shall have no right to make decisions with respect to the operation of the DBQ Flights. DAC may change the weekly schedule or aircraft operating DBQ Flights upon mutual written agreement by the Parties. While at the ultimate discretion of DAC, the parties agree to mutually coordinate on any changes or adjustments to the daily schedule.

2. Term and Renewal.

   A. The initial term (the "Initial Term") of this Agreement shall commence on the date first written above and shall continue, unless terminated earlier as provided herein, until April 30, 2025. Any subsequent renewals to the Term shall run from May1-October 31 and November 1 –April 30 of the given years.

   B. This Agreement shall automatically renew for additional six-month terms unless written notification is provided by either party a minimum of sixty (60) days before the expiration of the existing term (a "Renewal Term"). The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term."

3. Cost of Service. DAC shall bear all costs of providing the DBQ Flights described above, including, but not limited to, the costs of all required aircraft, equipment, facilities, personnel, ground costs including landing fees and use charges, credit card commissions, travel agent commissions,

deicing, and fuel or aircraft ferrying.

4. Financial Performance Guaranty. During the Term, Dubuque will guarantee that DAC will receive "Minimum Revenues" (as such term is defined below) which shall be calculated as follows:

   A. Minimum Revenues. For the DBQ Flights, the sum of [redacted] per flight segment shall be referred to as the "Minimum Revenues." The Minimum Revenues per segment shall be reviewed and adjusted upon mutual written agreement of the Parties prior to each Renewal Term per paragraph C below.

   B. Initial Term. Dubuque's maximum liability for the Initial Term of this Agreement shall be capped at $2,000,000.

   C. Renewal Terms. Minimum Revenues, including segment costs and maximum liabilities, shall be reassessed annually based on the preceding term's financial performance and mutually agreed upon by the parties a minimum of sixty (60) days prior to the start of any Renewal Term, in the absence of which the Terms outlined here shall continue in force until such determinations are made.

5. Guaranty Payment and Revenues.

   A. To the extent that, during the Term, DAC receives less than the Minimum Revenues from the DBQ Flights, Dubuque will pay to DAC an amount equal to the difference between the Minimum Revenues applicable to the DBQ Flights and the amount of Revenues, as defined below, actually received by DAC from operating the DBQ Flights (the aggregate difference being the "Guaranty Payment").

   B. For purposes of this Agreement, "Revenues" shall mean the total segment revenues (including passenger revenue, bag fees, change fees, other surcharges, cargo revenue, and any other revenue) from the operation of the DBQ Flights.

   C. Guaranty Payments shall be calculated monthly per Denver Air's quarterly 4-4-5 accounting schedule. DAC records flight data and route performance on a weekly basis. During each quarter, the monthly invoice will utilize either 4 or 5 weeks of data to capture the 13 weeks during a quarter, thus a 4-4-5 schedule. DAC will provide Dubuque with a final accounting and supporting documentation within thirty (30) days following the end of each month, and following final review and reconciliation between the parties, Dubuque will pay to DAC the Guaranty Payment within thirty (30) days of Dubuque's receipt of the final accounting. Should the Revenues from DBQ Flights show a net positive exceeding the Minimum Revenues, such overages will be applied as credit against following months. Dubuque's obligation to make payments in accordance with the provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

   D. Fuel Adjustment. The Minimum Revenues are based on DAC's assumed baseline cost of US [redacted] per gallon of jet fuel inclusive of all charges including taxes and into plane fees (the "Baseline Fuel Cost"). If the average price per gallon that DAC actually pays for jet fuel during any given month increases or decreases by more than $0.10 per gallon from the Baseline Fuel Cost, the parties will adjust the Minimum Revenues on a cent for cent basis to the extent the average fuel cost for the month varies, either up or down, from the Baseline Fuel Cost, as follows:

If the average price per gallon increases or decreases for any month during the Term in excess of $.10 per gallon from the Baseline Fuel Cost, the Minimum Revenues shall be increased or decreased by an amount equal to the difference between the Baseline Fuel Cost and the average price per gallon multiplied by the total number of gallons of jet fuel consumed on the DBQ Flights during such month.

6. Flight Cancellations/Diversions. DAC and Dubuque acknowledge that DAC may cancel or divert flights, including DBQ Flights, due to mechanical problems, weather conditions, or other circumstances beyond the reasonable control of DAC. If circumstances or conditions result in canceled or diverted DBQ Flights, DAC shall have the obligation to provide alternate air and/or ground transportation for passengers who are ticketed on the DBQ Flights in compliance with DAC's standard procedures for such circumstances. The costs of any cancelled DBQ Flights shall not be included in the calculation of any Minimum Revenues.

7. Air Fares. DAC agrees to establish fares for DBQ Flights that are consistent with DAC's current internal pricing strategies while remaining competitive within the airline industry generally and with a goal of operational profitability. Without limiting the generality of the foregoing provisions of this paragraph and paragraph 1 (B), DAC agrees to use good faith efforts to consider Guarantor's comments on issues related to marketing, pricing and revenue management of DBQ Flights.

8. Reporting. Commencing on the date two (2) weeks after the date schedules are available for sale and continuing for the Term, DAC agrees to provide a report on a weekly or bi-weekly basis containing booking management data and load information and such other information as Dubuque shall reasonably request with respect to the DBQ Flights.

9. Marketing Support. Dubuque will work with DAC in good faith to market DBQ Flights in a mutually beneficial and cost-effective manner. Dubuque will give DAC service prominent placement in any marketing campaign conducted by Dubuque to promote service to and from Dubuque. DAC shall market the flights at a minimum in a manner consistent with DAC's current strategies and commensurate with similar routes.

10. Promotional Vouchers and Non-Revenue Travel. To enable Dubuque to promote air service under this Agreement, DAC agrees to annually issue to the air service organization DBQ AIR twenty-five (25) round-trip travel vouchers for positive space coach class transportation valid for travel on any DAC service, as well as twenty-five (25) round-trip travel vouchers at the initial launch for promotional use.

11. Termination.

    A. In addition to the exercise of any rights that it may have at law, in equity or under this Agreement, either party may terminate this Agreement upon written notice to the other party if the other party has failed to perform any of its material obligations under this Agreement, and such failure continues unremedied following receipt of a thirty (30) day Notice to Cure. The effective date of any such termination shall be thirty (30) days from Notice to Cure.

    B. This Agreement will terminate automatically if DAC ceases to hold the governmental authorities necessary to operate the DBQ Flights.

    C. Either party may terminate this agreement with or without cause or penalty upon not less than ninety (90) days' written notice to the other party. The effective date of termination shall be as

stated in such written notice of termination but not earlier than ninety (90) days following such written notice.

D. Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall have any obligation to the other party except for those obligations that may have accrued through the date of such termination (including Dubuque's obligation to pay any Guaranty Payment hereunder) and such obligations which by their nature or by the express terms of this Agreement survive the expiration or earlier termination of this Agreement.

12. Remedies Upon Termination.

A. A termination pursuant to Section 11 shall not limit either party's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect Dubuque's obligation to pay DAC all amounts owed to DAC as of the effective date of such expiration or termination.

C. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

14. Audit. With ten (10) business days' notice, Dubuque, at its expense, shall have the right to audit and inspect, at DAC's books and records as they relate to the determination of Revenue on the DBQ Flights for the sole purpose of ensuring that, in determining the amount of Revenue, DAC is utilizing the same methodology as is applied to all of DAC's similar routes.

15. Confidentiality. No party hereto may disclose to a third party any part of this Agreement, any information pertaining to the specific contents of this Agreement or any proprietary information received from the other party pursuant to this Agreement unless such information shall have already become publicly known without breach of this provision or unless required to do so pursuant to applicable law, regulation, governmental order or subpoena, provided that in the case of any such law, regulation, governmental order or subpoena the parties will consult in good faith as to how to proceed with the aim of taking all appropriate action to limit the scope of such governmental order

or subpoena and/or obtain confidential treatment for any material required to be disclosed in response thereto. Neither party shall have the right to use the other party's name, logo or other marks without the express written permission of the other party.

16. Indemnification and Hold Harmless. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and affiliates (the "Indemnified Party") from and against, any and all third-party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses of any nature (including without limitation reasonable attorneys' fees) whatsoever arising out of or related to any loss, cost, damage or injury (including without limitation death of any person or damage to property of any kind) arising out of or in connection with, or related to the negligent acts, errors or omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by any Indemnified Party's negligence.

17. Insurance. At all times during the Term of this Agreement, DAC shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least $10,000,000 USD for bodily injury (including death of any person) and any damage to (including destruction of) property. DAC will furnish Dubuque within thirty (30) days of such request, and upon each annual renewal, an insurance certificate which: (i) indicates that the insurer has accepted and insured DAC as provided in this Section 17 of this Agreement; (ii) includes the insurer's commitment to give Dubuque not less than thirty (30) days' advance written notice in the event of cancellation or adverse material change in coverage.

18. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.

19. Attorneys' Fees. In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the other party all reasonable costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such action.

20. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (A) upon delivery by hand, (B) one (1) day after delivery to a commercial courier (example, FedEx) for next business day delivery properly addressed and prepaid, or (C) within three (3) days after placement in the U.S. mail properly addressed and with sufficient postage for certified mail, return receipt requested to the addresses set forth in the first paragraph of this Agreement or such other address as a party may designate, in writing, pursuant to this notice provision (provided, however, and notwithstanding the foregoing, any invoices rendered by DAC may be sent to Dubuque via electronic communication to: tdalsing@cityofdubuque.org and csheldon@cityofdubuque.org.

21. Miscellaneous. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement or any provision of this Agreement may not be amended, modified or waived except by a written agreement signed by both parties hereto. This agreement shall be interpreted and construed in accordance with the substantive law of the State of Iowa & Iowa District Court for Dubuque County. The parties hereto represent that they have the authority to enter into this Agreement. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

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[SIGNATURE PAGE]

IN WITNESS WHEREOF, DAC and Dubuque have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first written above.

DENVER AIR CONNECTION

Signed by:

By: _____

Cliff Honeycutt
Chief Executive Officer

DUBUQUE REGIONAL AIRPORT COMMISSION

By: Todd Dalsing

Name: Todd Dalsing

Its: Airport Director

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February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	State Historic Preservation Office Programmatic Agreement for use of U.S. Department of Housing and Urban Development (HUD) Funding
SUMMARY:	City Manager recommending City Council approval and to authorize the Mayor to sign the Programmatic Agreement between the City of Dubuque, Iowa; The Iowa State Historic Preservation Officer; and The City of Dubuque Historic Preservation Commission for U.S. Department of Housing and Urban Development Part 58 programs administered by the City of Dubuque, Iowa. **RESOLUTION** Authorizing The Mayor To Execute A Programmatic Agreement Between The City Of Dubuque; The Iowa State Historic Preservation Officer And The City Of Dubuque Historic Preservation Commission For HUD-Funded Programs
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo SHPO Programmatic Agreement for use of HUD Funding
2. Staff Memo
3. Programmatic Agreement
4. HUD Correspondence
5. ACHP Correspondence
6. HPC Letter of Support
7. CDAC Letter of Support
8. Public Comments
9. 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: State Historic Preservation Office Programmatic Agreement for use of HUD Funding

DATE: January 22, 2026

Planning Services Director Wally Wernimont is recommending City Council approval and to authorize the Mayor to sign the Programmatic Agreement between the City of Dubuque, Iowa; The Iowa State Historic Preservation Officer; and The City of Dubuque Historic Preservation Commission for U.S. Department of Housing and Urban Development Part 58 programs administered by 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
Wally Wernimont, Planning Services Director
Christine Happ Olson, Assistant Planner
Maddy Haverland, Urban Development & Housing Rehabilitation

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 Manager

SUBJECT: SHPO Programmatic Agreement for use of HUD Funding

DATE: January 22, 2026

INTRODUCTION
This memo transmits a packet of information for the upcoming February 2, 2026 City Council meeting. The packet includes a Programmatic Agreement between the City of Dubuque (City) and the State Historic Preservation Office (SHPO).

BACKGROUND
The City, through its Housing & Community Development Department, has been the recipient of HUD program funding since 1997. It has been over a decade since the City and SHPO have had programmatic agreements for various HUD funded programs for the purpose of simplifying the SHPO review for Section 106, essentially lessening the bureaucracy for simple, straightforward projects when historic resources are not affected negatively.

Section 106 refers to that portion of the National Historic Preservation Act (NHPA), a national law requiring federal agencies to assess the effects of their projects (funded, licensed, or approved by the federal government) on properties listed in or eligible for the National Register of Historic Places, ensuring historic preservation concerns are factored into project planning through public consultation. This review process involves identifying historic properties, assessing impacts, and finding ways to avoid, minimize, or mitigate adverse effects to historic properties.

The requirements of meeting a concurrence from the SHPO have changed significantly since we've had a past programmatic agreement in place, and therefore the new agreement will be welcome in that it will decrease processing time for such cases where we deem the program activities of the grant will have no negative effect. Where this is the case, we can document our findings, make that determination and waive the review by the SHPO. At the end of each contract year, we'll make a report back to the SHPO with that information.

In 2019, we began exploring a new programmatic agreement. Drafting was in process by 2020, but stalled due to various staffing changes at the SHPO over the years. This fall, they took the process up again, it has gone through numerous iterations between the SHPO and Planning Services office, with reviews and signoffs from:

- City of Dubuque Housing & Community Development and Legal Department reviews
- Federal HUD and Advisory Commission on Historic Preservation (ACHP) reviews
- SHPO review
- Historic Preservation Commission (HPC) and Community Development Advisory Commission (CDAC) reviews
- A draft was made available online to the public, following a news flash by the City, and outreach to relevant tribal entities who are stakeholders in Iowa resulted in hearing back from the Ioway's Tribal Historic Preservation Officer (THPO) in which the THPO was in strong favor of the agreement.

Neither the ACHP nor HUD desire or are required to be a signatory, but both are in favor of the agreement.

DISCUSSION
The final draft of the Programmatic Agreement is now ready for review by City Council. Following approval and signature by the Mayor, the SHPO will authorize it for the State of Iowa. Once signed, the agreement will be in place through the end of 2030, and as required by the programmatic agreement, we will make this available to the public on our website.

REQUESTED ACTION
I respectfully request City Council approval and to authorize the Mayor to sign the programmatic agreement between the City of Dubuque, Iowa; The Iowa State Historic Preservation Officer; and The City of Dubuque Historic Preservation Commission for U.S. Department of Housing and Urban Development Part 58 programs administered by the City of Dubuque, Iowa.

prepared by Christine Happ Olson, Assistant Planner

enclosures: Final HUD Programmatic Agreement – SHPO – City 2025-12-13
Compiled review results from the City's HPC and HC, the federal ACHP and HUD, and the public outreach, including to the THPOs of various tribes.

cc: Christine Happ Olson, Assistant Planner
Maddy Haverland, Urban Development & Housing Rehabilitation

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PROGRAMMATIC AGREEMENT
BETWEEN THE CITY OF DUBUQUE, IOWA;
THE IOWA STATE HISTORIC PRESERVATION OFFICER; AND
THE CITY OF DUBUQUE HISTORIC PRESERVATION COMMISSION
FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 58 PROGRAMS ADMINISTERED BY
THE CITY OF DUBUQUE, IOWA

WHEREAS, the City of Dubuque, Iowa ("City"), now or may in the future, where staff ("Program Staff") administers grant programs, or serve as the responsible entity for grant recipients that receive funding from the United States Department of Housing and Urban Development ("HUD"), which include the Community Development Block Grant ("CDBG") program, Lead Hazard Control Grant program, HOME program, Housing Trust Fund, and other HUD programs (collectively, "Programs") for which the City assumes HUD's environmental review responsibility pursuant to 24 CRF Part 58 (and as may be amended); and

WHEREAS, the City's Programs may encompass any of the following activities ("Program Activity"), each of which may constitute an "Undertaking" as defined pursuant to 36 CFR Part 800.16(y): single-family and multi-family rehabilitation, property acquisition, property relocation, handicapped accessibility improvements, demolition, new construction, lead hazard reduction, and redevelopment projects; and

WHEREAS, in the administration of Programs and pursuant to 24 CFR Part 58, the City assumes responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act (54 USC § 306108), as amended and implemented in 36 CFR Part 800 ("Section 106") for Programs; and

WHEREAS, the City has been designated as a Certified Local Government under Section 101(a)(c) of the National Historic Preservation Act as amended and its implementing regulations found in 36 CFR Part 61, and as such has qualified staff ("Certified Staff") which meets the appropriate qualifications set forth in 36 CFR Part 61 and is knowledgeable in Undertakings relevant to the City; and

WHEREAS, the City has authorized the Certified Local Government Dubuque Historic Preservation Commission ("Commission") and qualified staff to administer the provisions of this Programmatic Agreement ("Agreement"); and

WHEREAS, the City, by and through its Commission, is responsible for the identification, documentation, and surveying of all historic resources to determine their eligibility for the National Register of Historic Places ("NRHP"); and

WHEREAS, the City has determined that Undertakings may have an effect on properties included in or eligible for inclusion in the NRHP and has consulted with the Iowa State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation ("ACHP") pursuant to 36 CFR Part 800.14; and

WHEREAS, the ACHP and Tribal Nations and entities were contacted to participate and comment on this Agreement, the ACHP selected not to participate and no tribe but the Iowa Tribe of Kansas and Nebraska provided comment, that being to decline to participate but share their support in the agreement's creation; and

WHEREAS, the City agrees that, as part of the implementation of low and moderate income housing activities, the City and Commission will consider the principles set forth in the ACHP's "Policy Statement on Affordable Housing and Historic Preservation," which is attached as Appendix A, when carrying out the stipulations of this Agreement.

NOW, THEREFORE, the City, the SHPO, and the ACHP agree that Undertakings implemented with financial assistance from covered Programs will be implemented in accordance with the following Stipulations to take into account the effect of the Undertakings on historic properties, satisfying the City's Section 106 responsibilities for all individual Undertakings.

STIPULATIONS

The City shall ensure that the following measures are carried out:

I. QUALIFICATIONS OF PERSONNEL

A. The City shall ensure that all Undertakings and reviews of such activities carried out pursuant to this Agreement are implemented by or under the direct supervision of a person(s) qualified in accordance with *The Secretary of the Interior's* ("SOI") *Professional Qualifications Standards* published in 36 CFR Part 61 (hereinafter referred to as "Certified Staff"). Such Certified Staff will be responsible for monitoring the administration of this Agreement. Certified Staff shall certify that all work subjected to this Agreement is carried out in compliance with the Agreement's terms and shall include such certification in the documentation required pursuant to Stipulation XII.

B. When archaeological review and monitoring is necessary, the service of a person(s) meeting the Professional Qualifications for the discipline of archaeology shall be retained.

C. The City shall notify the SHPO in writing annually of the personnel or consultant responsible for complying with and administering this Agreement. The City shall submit a report to the SHPO to evaluate and verify the training and experience of the proposed Certified Staff and that they are qualified to make determinations of eligibility, assess effect, and apply *The Secretary of the Interior's Standards for the Treatment of Historic Properties (*the *"Standards")* as the Certified Staff.

D. The City shall notify the SHPO in writing of any proposed staffing changes or vacancies. If the City does not have Certified Staff in place, or if the SHPO determines that a City staff person or consultant is not qualified to carry out the

review, the City shall consult with the SHPO and adhere to and follow Section 106 standards 36 CFR Part 800.3 - 800.6 until qualified Certified Staff is in place.

II. CONSULTATION WITH TRIBES/TRIBAL HISTORIC PRESERVATION OFFICERS (THPOs)

When the City administers Programs or serves as the responsible entity for grant recipients under Programs that are funded by HUD and for which HUD provides for the City to assume HUD's environmental review responsibility, the City shall follow procedures outlined in 24 CFR 58 and HUD Notice CPD-12-006 for consulting with Tribes/Tribal Historic Preservation Officers ("THPO"). Program Staff will lead this process with guidance from Certified Staff as necessary.

III. REVIEW PROCESS

A. The City shall adopt and implement internal procedures to ensure that all Program activities that will affect, or have the potential to affect, historic properties are forwarded to the Certified Staff for review pursuant to this Agreement prior to implementation.

B. Program activities and project activities are understood to be Undertakings subject to this Agreement.

C. The City shall ensure that City Program Staff, community development corporations, registered community organizations, other citizen groups, and local preservation groups are provided with copies of this Agreement and any associated written guidance. Program Staff will ensure all subrecipients of HUD funding in the City are aware of this Agreement, its requirements, and need to complete the Section 106 review in coordination with Certified Staff prior to the initiation of project activities. The City, in consultation with Certified Staff, shall advise sub-recipients and project sponsors of the requirements of Section 110(k) of the National Historic Preservation Act, should properties be adversely affected prior to compliance with Section 106.

IV. ACTIVITIES EXEMPT FROM FURTHER REVIEW

The following Undertakings, which have limited potential to affect historic properties, do not require review by the SHPO or ACHP. Further compliance with the ACHP's regulation (36 CFR Part 800) is not required. These Undertakings and their potential effect will be determined by Certified Staff.

A. Undertakings limited exclusively to the activities listed in Appendix C of this Agreement.

B. Repair or rehabilitation Undertakings, but not demolition or new construction, whose effects are limited to properties that are less than forty-five (45) years old, unless the affected properties could meet Criterion Consideration G, or if ground-disturbing activities are involved.

C. Undertakings limited exclusively to interior portions of residential properties where the proposed work will only directly affect buildings that are not listed or are not eligible for listing in the NRHP.

Documentation concerning these determinations shall be maintained in each individual project file by the City for five (5) years. Files shall be made available for review by Certified Staff, or the SHPO, in accordance with Stipulation XII of this Agreement.

V. AREA OF POTENTIAL EFFECTS

A. The Area of Potential Effects ("APE") for Undertakings covered by this Agreement shall be limited to the legal lot lines of a property when the Program Activity consists exclusively of rehabilitating a property's interior or exterior features except when the project is located in a NRHP-listed or eligible historic district.

B. The APE for general construction and installation of infrastructure, when the project is located in a NRHP-listed or eligible historic district, shall be as follows:

   i. Water, sewer, and any other utility lines: The APE shall be the trunk of the water, sewer, and other utility lines.

   ii. Curb cuts for disability access: The actual curb cut area under construction shall be the APE.

   iii. Pavements: The APE shall be the pavement structure and pavement base.

   iv. All other infrastructure improvements: The APE shall be analogous in purpose, structure, and location to the APE for those improvements listed in subsections i. through iii. above.

C. In all other cases, Certified Staff shall determine and document the APE, in accordance with 36 CFR Part 800.16(d).

VI. IDENTIFICATION OF HISTORIC PROPERTIES

The City shall submit review requests to Certified Staff for compliance with the Section 106 process and the stipulations of this Agreement. Requests will document the location and nature of proposed Undertakings. Certified Staff will make an initial determination as to the NRHP status or eligibility of site locations in accordance with the following provisions. Certified Staff will review all existing information on any property within an Undertaking's APE as required by 36 CFR Part 800.4 to determine if such properties may be historic properties and eligible for listing in the NRHP either individually or as contributing to a historic district.

A. Certified Staff will consult the NRHP listing for Dubuque, the SHPO's inventory documentation, as well as building and block files, survey forms, maps, and databases maintained by the Commission.

   i. If the property proposed for Program activities is listed in the NRHP or has already been determined eligible for inclusion in the NRHP within the last five (5) years, the Certified Staff shall proceed with the review of the project pursuant to Stipulation VII, unless exempted under Stipulation IV.

   ii. If the property has been determined by the Certified Staff, in written consultation with the SHPO, within the last five (5) years prior to the current Undertaking to be ineligible for inclusion in the NRHP, then the Undertaking may proceed without further review under the terms of this Agreement.

B. For properties that may be affected by an Undertaking that have not previously been evaluated for NRHP eligibility, Certified Staff will use the NRHP Criteria to determine if the property is eligible either individually or as part of a historic district. If district potential has not been previously investigated, the Certified Staff will consider the potential for a district. The Certified Staff will also consider whether the property is clearly eligible under NRHP Criterion Consideration G and is therefore a property achieving significance within the past fifty (50) years because it is of exceptional importance. The City is not required to submit such determinations individually to the SHPO for review but shall submit a list of such properties annually as part of the documentation requirements pursuant to Stipulation XII.

C. In the event that the Certified Staff has questions concerning a property's eligibility for the NRHP, the Certified Staff will forward all documentation, including an Iowa Site Inventory Form, to the SHPO for evaluation, along with their determination, if one has been made by the Certified Staff.

   i. If the SHPO agrees with the Certified Staff that a property is eligible under the criteria, the property shall be considered eligible for the NRHP for purposes of this Agreement and shall hereinafter be referred to as a "Historic Property". The Certified Staff and City shall continue consultation in accordance with the terms of this Agreement for all such properties.

   ii. If the SHPO agrees with the Certified Staff that the criteria are not met, the property shall be considered ineligible for inclusion in the NRHP for a period of five (5) years from the date of the SHPO's review. Such properties need not be reevaluated during this five-year period, unless a party to this Agreement notifies the City in writing that it has determined that changing perceptions of significance warrants a property's reevaluation. See Stipulation VI.A.ii for additional guidance.

iii. If the SHPO disagrees with the Certified Staff's determination regarding eligibility, the Certified Staff shall consult further with the SHPO to reach agreement. If agreement cannot be reached, the Certified Staff shall obtain a final determination from the Keeper of the National Register, pursuant to the applicable National Park Service ("NPS") regulations, 36 CFR Part 800.

D. If the SHPO's opinion is not rendered within thirty (30) days of receipt of the submission of adequate documentation, the Certified Staff may assume that the SHPO has no comment on the Certified Staff's determination concerning eligibility.

E. If the Certified Staff is unable to make a determination as to the eligibility of a property for the NRHP, and the SHPO does not respond to a request for a determination of eligibility within thirty (30) days of receipt of such a request, the Certified Staff shall request a determination of eligibility from the Keeper of the National Register (Stipulation VI.C.iii).

F. The Certified Staff will keep a written record of its consultation process regarding NRHP eligibility determinations for at least five (5) years. Certified Staff will forward summaries of the consultation process to the SHPO as part of the annual report required under this Agreement (Stipulation XII).

VII. TREATMENT OF HISTORIC OR CONTRIBUTING PROPERTIES

A. Proposed undertakings for individual properties that are eligible for, nominated for, or listed in the NRHP, or properties determined to be eligible or contributing resources within an NRHP-listed or eligible historic district, that include activities other than those in Stipulation IV, must be consulted on with the SHPO in accordance with 36 CFR Part 800.3 through 800.6 (Stipulation VIII). See Stipulation VIII.A.ii for information on how to address Certified Staff determinations of "no effect" to historic properties. Certified Staff will initiate consultation with the SHPO. The City shall be responsible for insuring compliance with this Stipulation, VII.A.

B. If a property owner submits a Federal Historic Tax Credit Part 2 Historic Preservation Certification Application (pursuant to 36 CFR Part 67) to the NPS, the review required by the certification process shall supersede the review outlined above. If the Undertaking receives Part 2 Certification from NPS without conditions, it shall be deemed to conform to the *Standards* and will require no further review under this Agreement. If the Undertaking is certified with conditions, the City shall require that the Undertaking be changed in accordance with the conditions before granting any discretionary approval. If the Undertaking is changed in accordance with the conditions, no further review under this Agreement will be required. The Certified Staff shall document the successful completion of the Part 2 Certification process and may authorize the Undertaking to proceed.

VIII. ASSESSMENT OF EFFECTS

A. Certified Staff will forward initial findings for all Undertakings that include activities other than those in Stipulation IV within thirty (30) days to the responsible City program staff providing a determination on the potential effect of undertakings on historic resources. If the City objects to the initial findings, the Certified Staff shall consult with the SHPO in accordance with Stipulation VI of this Agreement.

i. If the Certified Staff determines that no historic properties are affected by Program Activities, they will document the basis for that determination and the HUD-assisted activity(ies) may proceed as planned. These determinations shall be on file with Certified Staff for at least five (5) years. A copy of these determinations shall also be maintained in each individual project file.

ii. If the Certified Staff determines that Undertaking's Program Activities will have no effect on any historic properties (historic properties within the APE but will not be directly affected), it shall document the basis for that determination, and the Undertaking may proceed as planned. These determinations shall be on file with Certified Staff for at least five (5) years. A copy of these determinations shall also be maintained in each individual project file.

iii. If the Certified Staff determines that an Undertaking will have "no adverse effect" or "no adverse effect with conditions," the Certified Staff shall notify the SHPO, through the SHPO's submission portal, of this finding and allow them time to concur on the undertaking. If the SHPO concurs or does not object to this notice within thirty (30) days from the date such notice was sent to the SHPO, the Undertaking may proceed without further review.

iv. If the Certified Staff or the SHPO determines that an Undertaking does not conform to the *Standards,* the Undertaking will be considered an adverse effect on historic properties.

a. If the Certified Staff makes this determination, they shall notify the SHPO in writing of this finding. The SHPO has thirty (30) days to provide comment. If the SHPO does not comment or object to this notice within thirty (30) days, the Undertaking may proceed following 36 CFR Part 800.6 and 36 CFR 800.7.

b. The SHPO may recommend modifications to the scope of work or conditions under which the Undertaking would be found to conform to the *Standards* in its response to the Certified Staff. The Certified Staff shall consult further with the SHPO to seek ways to avoid, minimize, or mitigate the adverse effect.

c. If an adverse effect cannot be resolved, the Certified Staff shall initiate consultation with the SHPO and the ACHP in accordance with 36 CFR 800.6. The following documentation should be provided to ACHP when being invited to participate in the project's consultation:

- A description of the Undertaking, specifying the federal involvement, and its area of potential effects, including photographs, maps, and drawings, as necessary.
- A copy of Certified Staff's determination of eligibility.
- A conditions assessment or structural engineer's report.
- An analysis of the Undertaking and alternatives considered, including costs, and the proposed mitigation measures.
- The adverse effect determination from Certified Staff and copies of any relevant comments, recommendations or correspondence between City Program Staff and Certified Staff concerning the adverse effect.
- Any comments received from the SHPO as a result of consultations.
- Any relevant comments received from consulting parties and/or the public.

v. The Certified Staff shall notify the SHPO of any changes to the scope of work that may result in a new determination of "no adverse effect," "no adverse effect with conditions," or "adverse effect," and shall provide the SHPO with the opportunity to review and comment upon such changes. If the changes do not conform to the *Standards* or SHPO does not concur, the parties shall consult further, and the Certified Staff will initiate consultation with the SHPO and the ACHP in accordance with 36 CFR Part 800.6 if an adverse effect cannot be avoided.

B. The Certified Staff shall consult in writing with the SHPO to determine if an Undertaking which includes ground-disturbing activities has the potential to affect archaeological properties that may be eligible for inclusion in the NRHP. If the Certified Staff meets the qualifications of Stipulation I.B, they shall investigate historical records and pertinent information available within the state's or City's historical record and shall complete any further studies recommended by the SHPO to determine if the Undertaking has the potential to affect archaeological properties that may be eligible for inclusion in the NRHP. If the Certified Staff does not meet the outlined qualifications, the City shall retain appropriate staff as required by Stipulation I.B. Once appropriate staff are retained pursuant to

Stipulation I.B., that staff shall investigate the historical records and pertinent information and complete the studies recommended by the SHPO.

It is agreed that the following ground-disturbing activities have potential to affect historic properties: excavations of any kind, installation of new utilities such as irrigation and sprinkler systems, sewer, water storm drains, electrical, gas, leach lines, and septic tanks, except where installation is restricted to areas previously disturbed by the installation of such systems. If an activity is not listed above nor in Appendix C, then the Undertaking will not meet the requirements to use this Agreement and will need to complete a Section 106 review per 36 CFR Part 800.

i. If an Undertaking has the potential to affect any archaeological property that may be eligible for inclusion in the NRHP, the Certified Staff shall attempt to redesign the project to avoid the archaeological property and shall provide the SHPO with documentation regarding the property and the steps it has taken to avoid such property.

ii. If the Undertaking cannot be redesigned to avoid the archaeological property, the Certified Staff shall develop a plan in consultation with the SHPO to complete the identification, evaluation, and if necessary, mitigation of the adverse effect. If the Certified Staff and the SHPO cannot agree that the potential to affect archaeological properties exists or cannot agree on a plan for the consideration of such properties, the Certified Staff will initiate consultation with the SHPO and the ACHP in accordance with 36 CFR Part 800.6.

iii. For rehabilitation projects subject to the local historical review process and/or the Federal Historic Tax Credit (36 CFR Part 67) and State Historic Tax Credit review by the SHPO and NPS, the Certified Staff will consult with the relevant Commission staff and SHPO staff to discuss coordination of compliance requirements. See Stipulation VII.B for additional information on the Federal Historic Tax Credit.

IX. UNANTICIPATED DISCOVERIES

A. Any unanticipated discovery, including but not limited to human remains, found during an Undertaking covered by this Agreement shall comply with applicable state notification standards, federal laws, 36 CFR Part 800.13, this Agreement, and the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects (March 1, 2023). The City and other participants in any Undertaking covered by this Agreement may, but are not required to, use agreement documents pursuant to 36 CFR Part 800.13(a)(2) to ensure site-specific procedures are applied to unanticipated discoveries. Any such agreement documents are not an amendment to this Agreement, and the signatories to this Agreement are not required to sign any such agreement documents for those documents to become valid.

B. The recordation of human remains in a burial context or as individual elements is

a task that requires sensitivity and good judgement, as determined through consultation. Consultation is a necessary part of documenting any human remains. At all times, human remains must be treated with the utmost dignity and respect, and in the manner consistent with the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects (March 1, 2023).

C. All human remains over 150 years old ("Ancient Human Remains") in Iowa are protected by Iowa Code Chapter 263B, and Iowa Code Sections 523I.316(6) and 716.5; and Iowa Administrative Code rule 685-11.1. Ancient Human Remains discovered on federal and/or tribal lands as a result of the Undertaking are also protected under the Native American Graves Protection and Repatriation Act ("NAGPRA") (25 USC 3001-3005). See Stipulation X for further information and instructions on the discovery and treatment of human remains.

D. The City and Certified Staff shall consult with interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall occur until the Certified Staff or City consultant meeting Professional Qualifications for archaeology determines that the Project Activities in that area may proceed. Compensation to the contractor for lost time or changes in construction to avoid the find, if any, shall be determined in accordance with changed conditions or change order provisions of the specifications. Authority for this derives from the National Historic Preservation Act (54 USC Part 306108 et seq.) and 36 CFR Part 800. If human remains are discovered, then state law also applies pursuant to Iowa Code Section 263B.

E. Procedure for Unanticipated Discoveries Not Involving Human Remains

   i. If, during the course of construction, cultural materials 50 years old or older or potentially significant properties or elements thereof are discovered or affected, the contractor must cease all work within a 50-foot radius of the discovery. Within 24 hours of discovery, the contractor shall notify the Program Staff, which shall in turn notify the Certified Staff, local law enforcement, the SHPO, and any other signatories to this Agreement. Notification of Tribes, HUD, or other parties will occur as needed. The contractor shall secure and protect the discovery site until it is evaluated by SOI qualified personnel.

   ii. As appropriate for the materials found, within three (3) business days of the discovery, the Certified Staff will coordinate with SOI qualified personnel, if they themselves do not meet the qualified personnel standards (Stipulation I.B), to evaluate the material for NRHP eligibility and the magnitude of the effects of the project on the material.

   iii. The Certified Staff will make a determination of eligibility and finding of effect. They will submit this information to the SHPO. The SHPO will have five (5) business days to respond and comment.

   iv. If further investigation is warranted to assess NRHP eligibility or that an

adverse effect to an historic property has occurred, the Certified Staff shall consult with SHPO and other consulting parties to develop either a treatment plan which avoids an adverse effect or, in the case of adverse effects to a historic property, a mitigation plan, and allow SHPO and other consulting parties to comment.

v. Activities can resume with no further action required if the Certified Staff determines that the discovery is not NRHP-eligible, that the historic property can be avoided, or that an unanticipated effect was not adverse and SHPO concurs. If further action is required, work can continue after an appropriate treatment plan or mitigation plan is agreed upon. Cultural material may be returned to the landowner once evaluation is complete. The Certified Staff shall inform the contractor when the 50-foot radius area is released for continued construction.

F. Once clearance has been given or a mitigation plan has been agreed on by all involved parties, the Certified Staff may inform the contractor that work in the area of the discovery may recommence.

X. TREATMENT OF HUMAN REMAINS AND ITEMS OF RELIGIOUS AND CULTURAL SIGNIFICANCE

A. In the event that human remains are encountered during archaeological investigations or construction activity, the City shall ensure that the remains are left in place, that work within 100 feet of the remains ceases, that the site will be secured, and that the following entities will be contacted immediately upon discovery: local law enforcement, the State Medical Examiner, and the director of the Bioarchaeology Program at the Office of the State Archaeologist ("OSA") either directly or through the State Archaeologist. Signatories to this Agreement will also be notified within 24 hours of discovery.

Any photographic documentation of Ancient Human Remains, and any associated artifacts must not be publicly distributed or displayed.

B. All Ancient Human Remains in Iowa are protected by the following sections of Iowa law: Code Chapter 263B, Code Sections 523I.316(6) and 716.5, and Administrative Rule 685-11.1. Native American human remains discovered on Federal and/or tribal lands as a result of the Undertaking are also protected under NAGPRA (25 U.S.C. 3001-3005), regardless of their antiquity.

C. If the remains are determined to be Ancient Human Remains, the Bioarchaeology Program at the OSA shall have jurisdiction to ensure that the Iowa Code as well as NAGPRA and its implementing regulations (43 CFR Part 10), as applicable, are observed. The disposition of the remains will be arranged by the director of the Bioarchaeology Program and the State Archaeologist in consultation with the culturally affiliated Tribe(s) and the OSA's Indian Advisory Council, or other descendant communities as applicable. Any dispute regarding the applicability of

NAGPRA as a result of the Undertaking shall be resolved in accordance with 43 CFR Part 10.17. A copy of the local law enforcement report with the OSA determination shall be sent to the Certified Staff for the project record. The Certified Staff shall inform the contractor when the 100-foot radius area is released for continued construction.

D. If the remains are determined to be less than 150 years old, the Iowa Department of Public Health will have jurisdiction. The OSA will coordinate with the State Medical Examiner ("SME") to determine the ancestry and antiquity of the remains. If the human remains are identified as Native American and not of medicolegal significance, the OSA will coordinate with the SME and Tribes to determine the appropriate disposition. A copy of the investigative report containing the human or non-human designation shall be sent to the Certified Staff for the project record. The Certified Staff shall inform the contractor when the 100-foot radius area is released for continued construction.

E. If the remains are determined not to be human, no further action is required under Stipulation X but note that the discovery may still constitute an archaeological site under other applicable law. A copy of the investigative report containing the human or non-human designation shall be sent to the Certified Staff for the project record. The Certified Staff shall inform the contractor when the 100-foot radius area is released for continued construction.

F. Before work can resume in the area of the unanticipated discovery, the Certified Staff will determine the NRHP eligibility of the historic resources in consultation with the SHPO.

G. Contacts of OSA and SME:

i. Lara Noldner, PhD
Bioarchaeology Director
Office of the State Archaeologist
University of Iowa
700 S Clinton St.
Iowa City, IA 52242
319-384-0740
lara-noldner@uiowa.edu

ii. John Doershuk, PhD
State Archaeologist
Office of the State Archaeologist
University of Iowa
700 S Clinton St.
Iowa City, IA 52242
319-384-0740
john-doershuk@uiowa.edu

iii. Dennis Klein, MD
State Medical Examiner
Iowa Office of the State Medical Examiner
Iowa Department of Public Health
2250 S Ankeny Blvd.
Ankeny, IA 50023-9093
515-725-1400
dennis.klein@idph.iowa.gov

iv. Melissa Bird
Bureau Chief of Health Statistics
Iowa Department of Public Health
321 E. 12th St.
Des Moines, IA 50319
515-281-6762
melissa.bird@idph.iowa.gov

XI. TECHNICAL ASSISTANCE AND EDUCATIONAL ACITIVIES

A. Nothing in this agreement shall be construed as meaning that the City cannot request advice, counsel, or assistance from the SHPO at any time.

B. The SHPO's staff shall provide technical assistance, consultation, and training as requested by the City and/or Certified Staff to assist in complying with the terms of this Agreement. This will include meetings of SHPO staff and Certified Staff to review any changes to documentation standards, relevant historic context, and approaches to application of NRHP criteria and levels of integrity.

C. The Certified Staff shall provide periodic training and develop guidance documents in cooperation with the SHPO to assist the Program Staff in complying with the terms of this Agreement.

XII. MONITORING AND DOCUMENTATION

The SHPO may monitor or review activities carried out pursuant to this Agreement. The City shall cooperate with the SHPO in carrying out these monitoring and reviewing responsibilities.

A. Annual Reporting

i. Certified Staff, in coordination with City Program Staff, shall submit an annual report to the SHPO, summarizing activities carried out under the terms of this Agreement in a format agreed to by the Certified Staff and SHPO. The report shall include the project name, project addresses, description of work completed, and any determinations of eligibility and project effects made by Certified Staff.

ii. The City shall retain and make available to the SHPO public records documenting the date of construction of buildings, structures, and facilities less than fifty (50) years old that were demolished under programs covered by this Agreement.

iii. The annual report will be submitted on or before March 1st for the previous calendar year. The signatories to this Agreement shall review this information to determine what, if any, amendments to this Agreement are necessary.

iv. The City shall ensure that the annual report is made available for public inspection, that potentially interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to the SHPO as well as to the City.

v. The SHPO shall review the annual report and provide comments to the City. There will be one mandatory review meeting between Certified Staff and the SHPO during the term of this Agreement to evaluate the Agreement after the first annual report has been submitted.

vi. At the request of any party to this Agreement, the City shall ensure that a meeting or meetings are held to facilitate review and comment or to resolve questions.

B. Project Documentation

i. Certified Staff will maintain records documenting its Section 106 review and approval procedures in accordance with this Agreement. Records maintained shall include, but not be limited to, eligibility determinations, survey forms, maps, electronic files, and project files. Project files shall contain, but are not limited to, project site photographs, work write-ups and/or scope(s) of work, approval letters, memoranda, meeting minutes, and correspondence. Records shall be maintained for at least five (5) years from the project's completion.

ii. The City Program Staff shall also retain documentation, including work write-ups and before and after photographs (that might be required for a project), for all Program Activities carried out pursuant to this Agreement. Files will be retained for a minimum of five (5) years from the project's completion.

C. Upon written request by the SHPO or Certified Staff, the City will arrange for the SHPO or Certified Staff to inspect individual project files and to conduct on-site inspections to verify that the terms of the Agreement are being properly implemented by City Program Staff and/or HUD funded recipients.

XIII. PUBLIC PARTICIPATION

Public participation shall occur in accordance with Implementation Principle II of Appendix A: *ACHP's Policy Statement on Affordable Housing* and according to the process outlined in Appendix B: *Section 106 Review Process.*

A. Consultation with Interested Parties

   i. Interested Parties ("IP") shall be offered an opportunity to participate in consultation efforts relating to proposed Undertakings as required pursuant to 36 CFR Part 800.2, including but not limited to Native American groups, government agencies, historical and cultural organizations, and IP invited to serve as consulting parties.

   ii. The City shall identify and invite IP to comment in accordance with the process outlined in Appendix B. IP are defined in Part III of Appendix B.

XIV. DISPUTE RESOLUTION

A. At any time during implementation of the measures stipulated in this Agreement, should an objection to any measure or manner of implementation be raised by a member of the public, the SHPO, City, or another signatory to this agreement, the Certified Staff shall take the objection into account and consult with the objecting party and the SHPO to resolve the objection.

B. When the Certified Staff determines that such objection cannot be resolved, the Certified Staff shall:

   i. Forward documentation relevant to the dispute, including the City's proposed resolution and SHPO comments, to the ACHP. If the ACHP does not provide comment, the Certified Staff may make a final decision on the dispute and proceed accordingly.

   ii. Prior to making a final decision on the dispute, the Certified Staff shall prepare a written response to the ACHP and SHPO that takes into account any timely advice or comments regarding the dispute between the ACHP and SHPO and/or other known IP and provide them with a copy of the written response. The City will then proceed according to the Certified Staff's final decision.

C. The responsibilities of the signatories to carry out all other actions subject to the terms of this Agreement that are not the subject of this dispute remain unchanged.

XV. EFFECTIVE DATES

The Agreement will become effective on the date of the last signing and will continue in force through December 31, 2030. From on and after December 31, 2029 through and including October 1, 2030, the City may request in writing a meeting with the ACHP and SHPO to review the City's Program and consider an extension or

modification of this Agreement. No extension or modification will be effective unless all parties to the Agreement have agreed to such an extension in writing.

XVI. AMENDMENTS

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.14 to consider such amendment. Any amendment or addendum shall be executed in the same manner as the original Agreement. If the City requests an extension meeting in writing by October 1, 2030, all parties shall review the Agreement for possible modifications, termination, or extensions and, if agreed to, present amendments to this Agreement in writing as part of that extension meeting.

XVII. TERMINATION

Any party of this Agreement may terminate it by providing thirty (30) days written notice to the other signatory parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR Part 800.4 through 800.6 with regard to individual Undertakings covered by this Agreement.

Execution and implementation of this Programmatic Agreement provides evidence that the City and HUD have afforded the SHPO and ACHP reasonable opportunity to comment on their 24 CFR Part 58 programs and their effects on historic properties, that the City and HUD have taken into account the effect of their Undertakings on historic properties, and that the City and HUD have satisfied their Section 106 responsibilities for all individual Undertakings implemented in accordance with this Stipulations of this Agreement.

SIGNATORIES:

Signatory:

City of Dubuque

By: _____ Date:_____

Brad Cavanagh, Mayor

Signatory:

City of Dubuque

Attest:

By: _____ Date:_____

Adrienne N. Breitfelder, City Clerk

Signatory:

State Historic Preservation Office (SHPO)

By: _____ Date:_____

Heather Gibb, State Historic Preservation Officer – Iowa Economic Development Authority

APPENDIX A: Policy Statement on Affordable Housing and Historic Preservation

ADVISORY COUNCIL ON HISTORIC PRESERVATION HOUSING AND HISTORIC PRESERVATION POLICY STATEMENT
(Adopted December 22, 2023)

Many communities across America are experiencing housing shortages, especially shortages of affordable housing. Cumulatively, this problem has grown to crisis proportions. Tackling this challenge requires a multi-pronged effort, of which rehabilitation of historic buildings is a critically important component. Recognizing that facilitating rehabilitations can help boost housing supply, meet sustainability goals, and utilize community assets more effectively, the Advisory Council on Historic Preservation (ACHP) has developed this policy statement to encourage both rehabilitation of historic housing (including historic public housing) and adaptation of historic buildings not originally built for housing.

SCOPE OF THE ISSUE

Estimates vary among studies quantifying the scope of the current housing shortage, but the overall conclusion is the same–America is facing a significant deficit in housing supply versus demand in many communities. This deficit is a major cause of rising costs. A 2023 report by the Joint Center for Housing Studies of Harvard University, The State of the Nation's Housing 2023, succinctly summarizes what many other studies have found:

> *Millions of households are now priced out of homeownership, grappling with housing cost burdens, or lacking shelter altogether, including a disproportionate share of people of color, increasing the need for policies to address the national housing shortfall at the root of the affordability crisis.*

While discussing the need to construct new units, the report also concludes that:

> *In addition to expanding the supply of new homes, improving the existing housing supply is critical. Substantial investment will be needed to preserve the aging stock and respond to climate change. At 43 years of age, the median home in 2021 was the oldest it has ever been . . .*

Rehabilitating and reusing existing buildings must be integral to addressing the housing shortage, which is not a problem America can build its way out of solely through new construction.

Because approximately 40 percent of America's current building stock (residential and commercial) is at least 50 years old, rehabilitation of historic and older buildings must play an important role in addressing the housing supply shortfall. In towns, counties, and cities, and on Tribal lands throughout the country, historic buildings either are or can be rehabilitated as housing. Given that the cost of rehabilitation on a per-square-foot basis tends to be less than new construction, historic buildings are an important source of so-called "naturally occurring" affordable housing. The opportunities for housing creation and retention are immense. Further, every person should have safe, clean, and affordable options for housing and a healthy environment, and these needs are closely linked with other social determinants of health and environmental justice goals.

This policy statement pertains primarily to historic properties–buildings, sites, districts, structures, and objects–which are included in or eligible for inclusion in the National Register of Historic Places (National Register), and principally to individual historic buildings and buildings within historic districts. However, it is important to recognize that many older buildings that could qualify for historic designation have not yet been designated. Others are not yet 50 years old—the usual age threshold that must be reached to be considered eligible for National Register designation. The ACHP acknowledges that many of the strategies and suggestions offered in this policy statement can apply to older buildings generally, not just those formally determined to be historic.

It also is important to acknowledge that while efforts to honor and preserve the stories of all Americans are expanding, historic properties in disadvantaged and underserved communities, as well as communities with environmental justice concerns, are often underrepresented on the National Register, creating imbalances in access to preservation incentives. Disproportionately affected by the housing shortage, these communities also often lack management and decision-making authority that would help them determine where and how investments in the reuse of historic buildings for housing are made, or address any negative impacts of such determinations.

Projects to rehabilitate historic buildings for housing or build new housing may be subject to historic preservation review at the federal, state, and/or local levels. The existence of these processes sometimes gives rise to an assumption that historic preservation reviews will complicate or be a barrier to housing development, particularly of affordable housing. This need not be the case, and when fully integrated into regular project planning and scheduling, such reviews can benefit project development without causing delay or increasing project costs. However, such reviews do need to be grounded in a flexible yet consistent approach to ensure that housing can be developed expeditiously while still preserving the historic qualities of affected historic properties. One intent of this policy statement is to encourage such flexibility.

ROLE OF THE FEDERAL GOVERNMENT

The National Historic Preservation Act (NHPA) states that it is the policy of the federal government "to foster conditions under which our modern society and our historic property can exist in productive harmony and fulfill the social, economic, and other requirements of present and future generations."[1] Consistent with this, the federal government plays a role in establishing

[1] 54 USC Part 300101.

and implementing both historic preservation and housing policy. It also directly funds both historic preservation projects and housing projects, undertaken by public and private actors alike. And finally, it sets forth standards for the treatment of historic properties that are, in turn, interpreted and applied by state, Tribal, and local governments and private parties. Thus, the federal government has a significant role to play in the way that buildings are updated or repurposed for housing.

A key player regarding historic preservation is the ACHP, an independent federal agency created by the NHPA. It works to promote the preservation, enhancement, and sustainable use of our nation's diverse historic resources. It is the ACHP's responsibility to "advise the President and Congress on matters relating to historic preservation, recommend measures to coordinate activities of federal, state, and local agencies and private institutions and individuals related to historic preservation, and advise on the dissemination of information pertaining to those activities."[2] The ACHP has developed this policy statement in keeping with this mandate.

Across the federal government, agencies are responsible for directly managing and caring for historic properties under their control, and for fostering both nonfederal, governmental, and private preservation activities. Section 110 of the NHPA sets out these broad historic preservation responsibilities of federal agencies and is intended to ensure that historic preservation is fully integrated into their ongoing programs.[3] Federal agencies with responsibilities regarding housing must consider historic properties as part of their program planning, addressing the role historic buildings can play in providing housing and the potential impacts of housing projects and programs on historic properties of all types.

Federal agencies also must consider the effects of projects – including housing projects – they carry out, approve, or fund on historic properties. This requirement has been enshrined in Section 106 of the NHPA and in corresponding regulations issued by the ACHP.[4] Section 106 applies both to housing built directly by federal agencies and to housing funded by federal agencies. Many federal agencies, including the Departments of Defense, Interior, and Agriculture build housing for their staff and for other purposes. In addition, some federal agencies, notably the Departments of Housing and Urban Development (HUD), Agriculture, and Veterans Affairs, provide funding to and/or partner with public housing authorities, state and local governments, and private entities for the creation of housing. These federal agencies (and funding recipients that have assumed HUD's environmental review requirements by statute) must comply with Section 106.[5]

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[2] 54 USC Part 304102.

[3] 54 USC Part 306101-306107; 306109-306114.

[4] 54 USC Part 306108; 36 CFR Part 800.

[5] This statement incorporates provisions of a 2006 ACHP Policy Statement on Affordable Housing and Historic Preservation (a replacement for a previous 1995 policy statement), which was designed to serve as a guide for federal agencies and other stakeholders when making decisions about affordable housing projects during Section 106 review. In recognition that the federal government engages in undertakings triggering Section 106 review for both affordable housing and other types of housing, this policy statement removes the word "affordable" from text that previously appeared in the 2006 policy statement.

Influencing the physical nature and form of both public and private projects, whether subject to the Section 106 review process or not, are standards for the treatment of historic properties set forth by the Department of the Interior, including the Secretary of the Interior's Standards for Rehabilitation (Secretary's Standards). These standards have been adopted by state and local governments and also influence private action.

It is within this context of the federal government's role at the intersection of housing and historic preservation that this policy statement has been developed.

INTENDED AUDIENCE

Given the leadership role of the federal government in addressing both housing and historic preservation, the following policy principles seek to promote informed policy making, decision making, and responsible stewardship of historic properties by the federal government. The ACHP also has designed this policy statement to assist Tribal, state, and local governments; community groups; and nonprofit organizations (collectively, along with federal agencies, "public-serving institutions"); developers, and others in the private sector as they seek to reuse historic buildings for housing as a strategy to address the housing crisis.

It is important to note that a wide variety of nonprofit organizations can play a role in rehabilitation of historic buildings for housing. Among these are nonprofit housing corporations, community development corporations, land banks, and heritage conservancies. Similarly, for-profit developers are central to maximizing housing creation through historic building rehabilitation, frequently creating affordable housing through the use of local, state, or federal tax credits or subsidies. The ACHP encourages both the nonprofit and the for-profit private sectors to explore the opportunities inherent in reusing historic buildings for housing.

POLICY PRINCIPLES

It is the policy of the ACHP to encourage and accelerate rehabilitation of historic buildings for housing and to assist in harmonizing historic preservation and housing goals. The ACHP has developed the following principles to guide its own actions and to advise public-serving institutions and other public and private entities on these issues. The ACHP will integrate these principles into its oversight of the federal Section 106 review process and into the advice it provides to federal agencies, Tribal, state, and local governments, and the general public.

Reuse Historic Buildings

1. **The federal government and state governments should develop additional historic tax incentives and easier ways to pair those incentives with housing and energy tax incentives.** The existing federal historic tax credit provides a 20 percent income tax credit for the rehabilitation of historic, income-producing buildings. As of June 2023, 39 states also have adopted state historic tax credits. Retaining and enhancing these credits and developing new historic tax incentives is vitally important to scaling up rehabilitation of historic buildings for housing. Policymakers should consider increasing historic tax credit percentages for rehabilitation projects that create housing, particularly affordable

housing, as well as setting aside a portion of tax credit benefits for housing creation in states where the state historic tax credit has a monetary program cap.

Tax credits for rehabilitation of older buildings that are not formally designated as historic also would contribute to housing creation while complementing and supporting efforts to rehabilitate nearby historic buildings in historic neighborhoods. Also, expanding homeowner historic tax credits should be considered. Rehabilitation of owner-occupied historic housing does not qualify for all state credits or the federal historic tax credit. Homeowner rehabilitation tax credits would encourage preservation of existing historic housing by helping to support maintenance, rehabilitation, weatherization, and energy retrofits of historic homes.

The effectiveness of federal and state historic tax credits could be further leveraged if it were easier to couple them with housing and energy tax incentives, notably the Low-Income Housing Tax Credit (LIHTC). Legislative and/or administrative fixes should be explored to reconcile conflicts. It is particularly important to address disconnects that are making pairing of the federal historic tax credit and LIHTC increasingly difficult, including both tax policy and application-based challenges. More states should consider giving preference points for historic preservation projects in their allocation of LIHTCs, as some already do.

2. **Public-serving institutions should support existing programs and develop new programs that assist homeowners (particularly lower- and middle-income homeowners) and small-scale landlords in maintaining, repairing, and weatherizing their historic homes, and reducing their energy costs through renewable energy installation.** While historic tax credits for homeowners and small-scale landlords are one vehicle to help preserve historic homes, other forms of assistance are needed. Support is particularly critical in the case of low- and middle-income housing and can help assist in discouraging displacement of long-term residents in established neighborhoods. Financial constraints of owners can lead to a spiral of deferred maintenance and an inability to lower utility costs through weatherization and energy retrofitting, potentially leading to eventual vacancy and demolition of buildings. Types of assistance – with an emphasis on retention and repair of historic materials – that should be considered include the following: grants and low-cost loans for repairs and hazard mitigation (remediation of lead-based paint, asbestos, mold, etc.); do-it-yourself support through materials warehouses, tool sharing programs, and training workshops; free or low-cost energy audits; and job training programs focused on historic home repair.

3. **Public-serving institutions should support zoning code changes that encourage greater density and availability of housing in tandem with preserving historic buildings, that allow for mixed uses, and that allow housing in historic buildings in areas where it is now prohibited.** Increasing density and expanding housing options in existing neighborhoods–including historic neighborhoods and historic districts–are potential solutions to help address the shortfall in housing supply. This and other changes to zoning to better balance competing factors–such as through the use of form-based codes–should be seriously explored.

Taking into account the unique conditions of each community, consideration should be given to allowing and incentivizing "density without demolition" through: conversion of historic single-family dwellings to multi-family dwellings; creation of accessory dwelling units, either in rehabilitated historic structures or through compatible new construction; removal or reduction of minimum parking requirements in historic neighborhoods; enabling transfer of development rights to incentivize rehabilitation of historic buildings while allowing new development in alternative locations; adoption of procedures and permitting incentives to facilitate the reuse of existing buildings for housing; and compatible infill construction of multi-family housing on vacant parcels in historic districts. More guidelines, pattern books, best practices, and other resources are needed to help assist local governments and developers in implementing additional density in a manner most compatible with a community's historic buildings. Proactive efforts should be made, however, to ensure "density without demolition" also means "density without displacement," so that long-term residents are not priced out of living in their historic homes and neighborhoods.

Many zoning codes prohibit historic buildings in certain areas from being converted into housing. There is a significant need to rezone neighborhoods filled with office and commercial buildings for residential use. In addition, large-scale historic industrial buildings, like New England mill buildings, are often zoned for industrial purposes, even in locations where manufacturing seems unlikely to return. And finally, public-serving institutions should consider zoning for historic Main Streets, which organically developed with housing mixed with (and usually above) shops but which are too often now subject to prohibitions on residential uses enacted through ever-stricter zoning codes. Upper stories can be returned to residential use and, in some instances, first-floor commercial space could be converted to housing. This mix of uses that proved to enrich small towns and larger cities alike should be allowed again through zoning.

Local historic preservation commissions can play a pivotal role in advising on zoning changes to address the issues raised above. They, as well as the planners responsible for zoning code development and revision, should have the training and resources they need to understand the options and opportunities for enabling and promoting rehabilitation of historic buildings for housing and development of compatible new infill construction.

4. **Public-serving institutions should advocate for changes in building codes and interpretations of the Americans with Disabilities Act to create more flexible standards (especially for small-scale housing of four units or fewer) to facilitate conversion of nonresidential historic buildings to residential use and to prioritize design solutions for historic housing that ensure access and inclusion of disabled residents and visitors.** Traditional building codes tend to focus on new construction to the detriment of rehabilitation of historic buildings, particularly for affordable housing. Property owners wishing to undertake renovations, regardless of their scope, are often confronted with requirements to bring a historic building into full compliance with the building code requirements for new construction. Cities and states should consider adoption of performance-based rehabilitation building codes (such as the International

Existing Building Code) or other building code changes to provide needed flexibility and better relate building code requirements to the scale of projects. This also would facilitate new approaches to housing development, such as conversion of underused office and retail buildings–including those that are historic–for use as housing.

The American with Disabilities Act prohibits public-serving institutions from discriminating on the basis of disability in providing or making available housing. Public-serving institutions should give full consideration of all that is needed to ensure accessibility for users of housing, including historic properties used for housing. Interpretations of the Americans with Disabilities Act by public officials should prioritize the need to provide accessible environments to all users of housing in historic buildings. Collecting successful examples of projects that promote both preservation ideals and accessibility could be useful to many different actors. It also is imperative that planners, local historic preservation commission members and staff, and building inspectors have the training and resources they need to understand the code enforcement options available for the rehabilitation of historic buildings for housing and development of compatible new infill construction.

5. **Public-serving institutions should seek to promote thoughtful energy retrofitting during rehabilitation of historic buildings for housing**. Most states have adopted energy conservation codes to enhance creation and operation of energy efficient buildings. Widely used codes and standards often include options for exempting historic buildings in situations where full compliance would damage their historic design and materials. However, as the climate crisis becomes more acute, use of such waivers may increasingly be seen as seen as problematic, discourage reuse of historic buildings for housing, and cause disproportionate and adverse health or environmental impacts on already overburdened communities with environmental justice concerns. More guidelines, best practices, and other resources are needed to help promote energy retrofitting of historic buildings used for housing in a manner most compatible with their historic character.

6. **Federal, state, Tribal, and local governments should lead by example through disposition or outleasing of excess or underutilized historic government buildings for housing development.** Government building inventories often include structures that are no longer needed to facilitate agency missions and that are vacant or underutilized. Enhanced use of telework and remote work, sparked by the COVID-19 pandemic, has further increased the amount of government office space that is underused. Governments at all levels should examine the opportunities inherent in excess and underutilized government buildings–including those that are historic–to create housing through office-to-housing conversions and other adaptive use. Strategic disposal (with protective covenants) and leasing to nongovernmental partners should be considered. Section 111 of the NHPA and other agency-specific authorities allow federal property-managing agencies to outlease historic buildings (or portions thereof) to nonfederal parties. Federal agencies should identify and remove impediments to outleasing their historic buildings,

with consideration given to the recommendations of the ACHP's 2021 report, *Leveraging Federal Historic Buildings*.

7. **The federal government should expand upon its guidance regarding reuse and rehabilitation of historic properties for housing and should encourage flexible yet consistent application of such guidance.** Federal standards and guidelines significantly influence the rehabilitation of historic properties, public and private alike, because they are often adopted or adapted by state and local governments, as has been the case with the Secretary's Standards. The federal government should add to and flexibly apply its guidance on the treatment of historic properties in ways that will incentivize housing development, particularly of affordable housing, and facilitate adapting nonresidential buildings to housing. Likewise, additional guidance is needed on remediating environmental, health, and safety hazards when rehabilitating historic buildings and providing access for persons with disabilities. The federal government, particularly agencies that fund housing development, also should accelerate the development of guidance on the benefits of rehabilitating historic housing (including historic public housing) and of adapting historic commercial buildings for use as housing. Enhanced recommendations and training are needed to encourage reuse of historic buildings and promote project planning and review that are adaptable yet consistent.

Accelerate Project Permitting and Environmental Review

8. **Federal, state, Tribal, and local governments should expedite development of housing projects through efficient and effective permitting processes and environmental reviews while still ensuring full consideration of potential impacts to historic properties.** Addressing the problem of insufficient housing supply will require widespread large-scale and small-scale projects, both for new construction and for rehabilitation of historic and other existing buildings. Environmental reviews and permitting processes for such projects, especially small-scale projects with limited impacts, should be managed in such a way as to proceed expeditiously. However, potential adverse effects to historic properties must be carefully addressed, whether they be physical or visual impacts to historic properties from new housing construction or effects to the historic qualities of historic buildings that are being rehabilitated. It also is important that actions not be taken that result in the damage or destruction of historic properties prior to applicants seeking tax credits and government funding, and prior to agencies completing environmental review.

   Efficient permitting and environmental review depends in large part upon the funding and staffing capacity of the government agencies at all levels participating in the reviews. It is vitally important to build capacity for historic preservation review within federal agencies, State and Tribal Historic Preservation Offices, and local historic preservation

commissions, and to provide robust training for staff. Public-serving institutions also should seek to educate communities and project sponsors on environmental review requirements; their roles in those review processes; the need to initiate environmental review early in planning; and the importance of flexible consideration of project alternatives.

Current housing needs pose complex challenges that need to be addressed on an increasingly accelerated timeline, and it is important that environmental reviews be rooted in flexibility and creativity. The Section 106 regulations provide for development of program alternatives to tailor and expedite the review process while at the same time ensuring the consultation process is accessible, meaningful, and transparent to the wide variety of consulting parties and stakeholders.[6] Program alternatives already are in use for a variety of housing-related projects and programs. The ACHP will explore further opportunities to use program alternatives to expedite housing development, as should other federal agencies. Federal agencies also should explore how best to integrate Section 106 review with review under the National Environmental Policy Act, based on options available in the Section 106 regulations and advice in *NEPA and NHPA: A Handbook for Integrating NEPA and Section 106*, issued by the ACHP and the Council on Environmental Quality in 2013. Policy Principle #9 offers further recommendations on flexibly proceeding through Section 106 review specifically for housing projects.

9. **All participants in Section 106 review of housing projects should approach the review flexibly in keeping with the following principles and any applicable implementing guidance from the ACHP**. In keeping with Section 110(f) of the NHPA,[7] which requires federal agencies to minimize harm to National Historic Landmarks to the maximum extent possible, the following provisions should not apply to National Historic Landmarks. The ACHP plans to issue implementing guidance on effect determinations under Section 106, including addressing the potential adverse effects of housing projects to the interiors of historic buildings.

    a. *Review of effects on historic districts made up of buildings should focus on effects to exterior features.* Section 106 review of effects focuses on potential alterations to the characteristics that qualify a property for listing in the National Register. The significance of a historic district comprised of buildings is typically associated in large part with the exterior features of the buildings, which cumulatively convey the significance of the overall district and qualify it for inclusion in the National Register. Accordingly, unless a building in a district is listed or considered eligible for listing in the National Register as an individual

[6] 36 CFR Part 800.14.
[7] 54 USC Part 306107.

property or specific interior elements contribute to maintaining a historic district's character, review under Section 106 should focus on proposed changes to the exteriors of the district's buildings.

b. *Consultation should consider the overall preservation and housing goals of the community*. When assessing, and negotiating the resolution of, the effects of housing projects on historic properties, consultation should focus not simply on individual buildings but on the historic preservation goals of the broader neighborhood or community. If the affected historic property is a historic district, the agency official should assess effects on the historic district as a whole.

c. *When possible, plans and specifications should adhere to the Secretary's Standards, taking into account the economic and technical feasibility of the project*. The Secretary's Standards outline a consistent national approach to the treatment of historic properties that can be applied flexibly in a way that relates to local character and needs and project requirements. Plans and specifications for rehabilitation, new construction, and abatement of hazardous conditions in housing projects associated with historic properties should strive to adhere to the recommended approaches in the Secretary's Standards when possible. However, the ACHP recognizes that there are mission-related, economic, or other circumstances when the Secretary's Standards cannot be followed and that Section 106 allows for the negotiation of other outcomes.

   When assessing effects during Section 106 review and seeking to avoid adverse effects for housing projects, priority should be given to consistency with the Secretary's Standards for the exterior of buildings. Adverse effects to historic interior spaces and features may more frequently need to be accepted and resolved to facilitate reuse of the buildings for housing. This especially is the case for conversions of commercial or institutional buildings to housing and to address issues such as energy retrofitting, providing access for persons with disabilities, and hazard remediation. Projects taking advantage of the federal historic tax credit must be reviewed by the National Park Service for adherence to the Secretary's Standards in a separate and distinct process that benefits from early coordination.

d. *Section 106 consultation should emphasize consensus building.* Section 106 review strives to build consensus with affected communities in all phases of the process. Consultation with affected communities should be on a scale appropriate to that of the undertaking. Various stakeholders, including community members and neighborhood residents, should be included in the Section 106 review process as consulting parties so that the full range of issues can be addressed in

developing a balance between historic preservation and housing goals. See Policy Principle #10 regarding the importance on consultation with Indian Tribes and Native Hawaiian organizations, and engagement with disadvantaged and underserved communities, and communities with environmental justice concerns, including people with disabilities.

e. *The ACHP encourages streamlining the Section 106 process to respond to local conditions.* The ACHP encourages participants to seek innovative and practical ways to streamline the Section 106 process that respond to unique local conditions related to the delivery of housing. Programmatic Agreements are one approach to enhance efficiency in Section 106 reviews. Some such agreements delegate the Section 106 review role of the State Historic Preservation Officer to local governments, particularly where local preservation ordinances exist and/or where qualified preservation professionals are employed to improve the efficiency of historic preservation reviews. Such agreements may also target the Section 106 review process to local circumstances that warrant the creation of exempt categories for routine activities, the adoption of ''treatment and design protocols'' for rehabilitation and new infill construction, and the development of design guidelines tailored to a specific historic district and/or neighborhood.

f. *Archaeological investigations should be avoided or minimized for rehabilitation projects with minimal ground disturbance.* No archaeological investigations should be carried out for housing projects limited to rehabilitation or energy retrofitting that require no ground disturbance. In those circumstances where minimal ground disturbance may be necessary to carry out rehabilitations, archaeological investigations should be minimized and proportional to the potential effects of such disturbance. Guidance on archaeological investigations in this context can be found in the ACHP's *Section 106 Archaeology Guidance.* For all other projects, archaeological investigation may be needed, to be determined and carried out in consultation with State and/or Tribal Historic Preservation Officers. Inadvertent discoveries related to any housing project once construction has begun should be addressed in accordance with the Section 106 regulations, the ACHP's Policy Statement on Burial Sites, Human Remains, and Funerary Objects, applicable state burial laws, and the Native American Graves Protection and Repatriation Act (if applicable).

10. **During planning, permitting, and environmental reviews (including Section 106 reviews) for housing projects, federal, state, and local governments should consult and engage–beginning early in the process–with Indian Tribes, Native Hawaiian organizations (NHOs), disadvantaged and underserved communities, and**

communities with environmental justice concerns, including people with disabilities, and should explore capacity building options for supporting their participation in consultation. The Section 106 process under the NHPA already requires federal agency consultation with Indian Tribes, NHOs, and other consulting parties regarding the impact of projects on historic properties. Here, the ACHP would like to emphasize the importance of consultation and engagement–whether or not Section 106 applies–with Indian Tribes, NHOs, disadvantaged and underserved communities, and communities with environmental justice concerns, including people with disabilities, all of whom are disproportionately impacted by the housing supply shortfall. Soliciting and considering their views on reuse of historic buildings for housing and the impacts of housing projects on historic properties should be done proactively, early in planning, and throughout environmental reviews and permitting processes.

In some cases, limited resources may constrain the active participation of disadvantaged and underserved communities and communities with environmental justice concerns in consultation. Federal, state, and local government entities should consider options for strategic financial investments or other assistance to help with needed capacity development. The ACHP previously has recommended capacity-building support for consulting parties pursuant to the agency's "Guidance on Assistance to Consulting Parties in the Section 106 Review Process." Since many Indian Tribes have been incorporating consideration of housing issues into their environmental reviews and permitting processes for decades, housing-related project planning should seek to adopt or align with existing practices and standards, where feasible. On trust land, Tribes should control how housing is developed and its location, whether as new construction or rehabilitation.

Gather Information

11. **Public-serving institutions should work collaboratively to research and share information with each other, policymakers, the private sector, and the public about the costs, benefits, incentives, and disincentives associated with rehabilitating historic buildings for housing.** To maximize reuse of historic buildings, ongoing research and study are needed in order to identify opportunities, document benefits, shape guidance development, and disseminate best practices. Public-serving institutions should undertake such research; recommended areas for study and dissemination of information include those below. Consistent with their missions and authorities, federal agencies should provide funding and technical assistance to support state, Tribal, local, and nongovernmental research efforts.

    - Existing Government Programs

- Survey laws and financial incentives at the federal, state, Tribal, and local levels that address rehabilitation of historic buildings for housing and assess the impact of such laws and incentives on housing supply, housing affordability, mixed-use development (including housing above ground-floor commercial), and equitably distributed development; and determine if such policies should be updated, modified, or expanded to ensure they are applied and interpreted in a flexible manner allowing for housing production.

- Study how well federal programs are helping to meet the housing needs of Indian Tribes and disadvantaged and underserved communities, as well as communities with environmental justice concerns, while encouraging the reuse and protection of historic properties, and what changes may be needed to make the application process for federal assistance more inclusive and easier to navigate.

- Historic Properties and Neighborhoods

  - Assemble information about the location, size, condition, quality of features, and occupancy of historic buildings in localities and assess those against local housing needs.

  - Evaluate any links between historic designation and housing affordability, and between historic designation and displacement of residents in disadvantaged and underserved communities, and in communities with environmental justice concerns.

  - Explore impacts of institutional real estate investment in owner-occupied housing for rental use and (in some communities) an increase in short-term rentals, seasonally occupied homes, and second homes in historic neighborhoods.

- Rehabilitation of Existing Properties for Housing

  - Study the costs of rehabilitating historic buildings for housing relative to new construction, considering intangible and environmental costs and benefits in addition to monetary cost.[8]

[8] Studies should not conflate rehabilitation and adaptive use with restoration (defined as accurately restoring a building to its appearance at a particular point in time). The latter generally is more expensive and is not necessary for effective reuse of historic buildings for housing.

- Study the climate impacts of rehabilitating historic buildings for housing, including decarbonization; improved operational energy efficiency; climate resilience; decreased emissions through reduced urban sprawl; and responding to housing needs following disasters.

- Preservation Workforce

  - Survey the current and anticipated future state of the public sector preservation workforce and its expertise and capacity to handle environmental reviews, including Section 106 reviews, of housing projects in a timely manner.

  - Survey the current and anticipated future state of the private sector preservation workforce, including its ability to rehabilitate existing buildings for housing and conduct energy efficiency retrofits.

Educate

12. **Public-serving institutions should educate policymakers, housing advocates, developers, the media, and the public about the benefits of reusing historic buildings in housing development and debunk misperceptions regarding historic preservation as a barrier to addressing the housing supply shortfall.** With increasing attention being paid to reusing existing buildings to help address the housing shortage, consciousness raising efforts are needed regarding the role historic buildings can play. Outreach is needed to explain: why historic building rehabilitation for housing is a sound financial investment and what incentives are available; how modern housing needs (including accessibility for people with disabilities) can be accommodated in historic buildings without sacrificing their historic qualities; and how rehabilitation of historic buildings for housing also has intangible and environmental benefits for communities.

    Countering misperceptions of historic preservation review as a barrier to addressing the housing shortage also is critical. Preservation regulations that require review of housing projects affecting historic properties help to preserve what makes the properties historically significant and give local citizens a voice in project planning. However, such review can be–and should be–approached flexibly, consistently, and expeditiously, taking into consideration the economic and technical feasibility of each project. Public-serving institutions overseeing preservation reviews should embrace this imperative and actively work to educate all stakeholders, the media, and the public on how the historic preservation review process balances consideration of housing needs and preservation of the community's historic places.

Collaborate

13. **Public-serving institutions and the private sector should cooperate and form partnerships across agencies, between levels of government, and within communities to enhance the implementation of each of the principles discussed above**. The impacts of America's housing supply shortfall are so wide-ranging that collaboration among public-serving institutions, developers, financial institutions, philanthropic organizations, and others in the private sector is essential. Cooperation and forging of partnerships will enhance implementation of each of the principles discussed above. Federal agencies can take a leadership role in this regard through their own collaborative work and by encouraging such work through funding and technical assistance.

APPENDIX B: SECTION 106 REVIEW PROCESS

The following is an outline of the Section 106 review process for projects covered under this Agreement. This document also presents additional information on the public participation process to be used for all Programs covered under the Agreement, expanding on Stipulation XIII, unless a party to this Agreement determines that a specific project requires an alternative public participation process.

Part I - Section 106 Review Process

1) A request for environmental review is submitted to the responsible City Program Staff (hereafter referred to as the "Requester").

2) Section 106 review information must be collected for each property within the APE. If a Section 106 review has previously been conducted and an Iowa Site Inventory Form ("ISIF") has been created with in the last five years with SHPO comments, a subsequent review is not required unless a new scope of work at the project site has been developed. This does not apply to new scopes of work developed in conjunction with the Commission and/or the SHPO.

3) The following information, at a minimum, should be collected and provided to the Certified Staff to initiate a Section 106 review. To help facilitate the collection of this information an ISIF may be utilized.

    i. Property Address
    ii. Date of Construction
    iii. Building Material
    iv. Program
    v. Estimated Rehabilitation Cost (if applicable)
    vi. Scope of Work
    vii. Current Photographs

4) The Requester forwards the project information to the Certified Staff. The Certified Staff may conduct their own research on the property to facilitate making a determination on the project.

5) The Certified Staff reviews the property and project and makes one of the following determinations:

    A. Not a Historic Structure.

        i. If the Certified Staff determines the property is not historic, no further consultation with the Commission, the SHPO, or IP as defined in Part III, below, is required. Certified Staff shall adhere to documenting requirements outlined in Stipulation IV (activities exempt from further review) or Stipulation VIII.A.i (non-exempt activities).

    B. Historic Structure

i. If the Certified Staff determines the property is historic, then the Certified Staff must evaluate if the project activities meet the requirements for exemption under Section IV of the Agreement.

(1) If all project activities meet the definition of an exempt activity listed under Stipulation IV of the Agreement, then no further consultation with the Commission, the SHPO, or IP, is required. Certified Staff will fill out necessary information to document said determination as required per this Agreement (Stipulation IV).

(2) If any of the project activities do not meet the definition of an exempt activity under Section IV of the Agreement, then one of the following options must be taken:

a) Modify the scope of work to ensure all project activities meet the definition of an exempt activity (proceed to B.ii, below); or

b) Retain the existing scope of work and proceed with a standard Section 106 review (36 CRF Part 800.3 through 800.6) following Stipulations VII and VIII (proceed to B.iii, below).

ii. Modification to the project's scope of work will be conducted by the project manager and/or program manager in consultation with the Certified Staff. Consultation shall provide direction to the project manager and/or program manager regarding steps which must be taken to preserve the historical significance of the property.

(1) The Certified Staff, project manager, or program manager must document the results of the consultation by preparing a modified scope of work.

(2) If the project can be modified to the extent that all project activities are exempt activities, step B.i.(1), above, may be followed. If all project activities cannot be modified to exempt activities, proceed to B.iii, below.

iii. The Section 106 review form, the scope of work, and the Certified Staff's determination of effect will be submitted to the SHPO and IP.

1. The SHPO will provide comment and/or concurrence to the Certified Staff within 30 days of the receipt of the documents. Work at the project site will not proceed until the SHPO has provided comment or the 30-day response period has expired. If the SHPO does not comment or object to this notice within thirty (30) days, the Undertaking may proceed following 36 CFR Part 800.

    a. If the SHPO concurs with the determination of the Certified Staff, then no further modifications to the scope of work are required.

The SHPO will provide written documentation stating their concurrence to the Certified Staff.

b. If the SHPO does not concur with the determination of the Certified Staff, then the SHPO, Certified Staff, and project manager and/or program manager must resolve the dispute. Once the dispute has been resolved, another modified scope of work must be prepared by the Certified Staff and provided to the SHPO. If the SHPO concurs, a letter of concurrence will be provided from the SHPO.

c. If the dispute cannot be resolved, the Certified Staff and City will consult with the ACHP. This process is described in Section VIII of the Agreement.

2. IP are not required to provide comment to the City and the City will not wait for comment from IP before beginning work on the project if the SHPO has already concurred with the scope of work. Comments by IP about the scope of work for a project should be directed to the Certified Staff.

C. Exempt Activity – The description or scope of work indicates an exempt activity or activities, as defined by the Agreement, will occur.

6) A copy of the signed Section 106 Review Request form and modified scope of work, if required, will be returned to the Requester and included as supporting documentation for the environmental review.

Part II – Public Participation

The City, in cooperation with the Certified Staff and SHPO, has developed public notification procedures to ensure that IP are provided with timely and substantial information concerning National Register listed or eligible historic properties that may be affected by individual Undertakings covered by the Agreement and procedures to invite and/or involve the public in decisions concerning the effect of covered Program Activities on historic properties. Public notification and involvement procedures shall include, but not be limited to the following:

A. Each year, the City will notify the public of its current activities funded by HUD and make available for public inspection documentation on the City's HUD-funded Program Activities and seek public comment and input. Included in this documentation will be general information on the type(s) of activities to be undertaken with Program funds during the current Program year and the general amount of Program funds available from HUD, identified historic properties that may be affected, and how IP can receive further information on Program Activities. The City may accomplish public notification by incorporating information concerning potential effects on historic properties into the City's procedures for complying with the public participation

requirements set forth in 24 CRF Part 58 provided pertinent information regarding historic preservation issues has been developed by the City.

B. The City's Housing and Community Development Department ("HCD") annual Consolidated Plan for CDBG HUD-funded Programs shall include, at a minimum, a summary of the Section 106 process and a description of the PA and its requirements. HCD staff and Certified Staff shall ensure that information regarding the Agreement and the Section 106 process is included in periodic newsletters and other notices for public distribution.

C. The Certified Staff will be available, as appropriate, for public hearings, City Council meetings, Planning Commission meetings, Historical Commission meetings, Community Group meetings, and other similar meetings, scheduled to discuss Program Activities determined to have a potential effect on NRHP-listed or eligible historic properties.

D. The City shall notify the Certified Staff of any public interest concerning a preservation issue in any Program Activity covered under the terms of the Agreement. The Certified Staff shall consider any preservation-related comments from parties identified as interested, either by the City or Certified Staff itself, concerning specific Program Activities, as it implements the stipulations of the Agreement.

E. The Certified Staff shall invite IP to participate as consulting parties whenever the Agreement mandates the consultation set forth in 36 CFR Part 800.6 or at the request of the SHPO. Those invited to consult shall include, but not be limited to, the SHPO, the HUD funding recipient(s), City Program Staff, community development corporations, registered community organizations, other citizen groups, and local preservation groups. In addition, Certified Staff will make information available to the public so that they may express their views on resolving the adverse effects. Notifications to IP will be done through a combination of website postings, email notifications, and posting of meeting notices in the neighborhood.

Part III - Interested Parties

IP are agencies and/or organizations which have an interest in the preservation of historic sites and/or potentially historic sites within Dubuque County, Iowa. IP will be notified of the City's scope of work for historic or potentially historic properties during the public participation process described in Part II, above.

IP will be sent electronic copies of the Section 106 review request form and modified scope of work, if required, sent from the Certified Staff to the SHPO.

The following organizations have been identified as IP and have indicated the following email addresses as their preferred means of contact:

- Heritage Works, info@heritageworksdbq.org
- Dubuque County Historic Preservation Commission, ed.raber@dubuquecountyiowa.gov
- Relevant Neighborhood Organizations, utilizing Neighborhood Association Map on this webpage (https://www.cityofdubuque.org/1966/Neighborhood-Support)

This list can be amended by the agreement of the SHPO and the City. IP are responsible for notifying both the City and the SHPO of any changes to their preferred means of contact. Additional IP may be added to this list by the agreement of the SHPO and the City.

APPENDIX C:

Exemptions: Activities Not Requiring Review

The following project activities, which have limited potential to affect historic properties, may be undertaken without further consultation with the Iowa State Historic Preservation Office (SHPO), provided the undertakings comply with the Standards. For the purposes of this Agreement, the terms "in-kind repair" and "in-kind replacement" are defined as installation of a new element that matches the original material in terms of composition, appearance dimension, detailing, and durability. In addition, and to the extent practicable, original materials will be preserved and reused for in-kind replacement/repair.

A. **Rehabilitation**
   a. Interior:
      i. Plumbing rehabilitation/replacement – includes pipes and fixtures when no structural alteration is involved. Modifications should not result in the loss of woodwork, press metal ceilings, or other decorative details.
      ii. Heating, ventilation, and/or air conditioning (HVAC) system rehabilitation/replacement/cleaning – includes furnace, pipes, ducts, radiators, or other HVAC units when no structural alteration is involved. Modifications should not result in ceilings being dropped to accommodate work or in plaster removal.
      iii. Electrical wiring – includes switches and receptacles when no structural alteration is involved, and plaster is not removed to run conduit. Modifications should not result in the demolition of walls, ceilings, and/or floors.
      iv. Restroom improvements for handicapped access – provided that work is contained within the existing restroom and no structural alternations are involved.
      v. Interior surface treatments (floors, walls, ceilings, decorative plaster, woodwork) – provided the work is restricted to repairing, repainting, in-kind patching, refinishing, repapering, or laying carpet or vinyl flooring already replaced (non-original/non-historic) flooring.
      vi. Interior feature treatments including but not limited to doors, moldings, fireplaces, and mantels - provided the work is limited to in-kind repair, patching, repainting, and refinishing.
      vii. Insulation - provided it is restricted to ceilings, attics, and other enclosed, unobtrusive spaces. This does not include blown insulation.
      viii. Repair of, or pouring of, concrete cellar floor in an existing cellar, as long as grade level of the floor is not changed.
      ix. Asbestos abatement – provided it does not involve the removal or alterations of interior features and decorative details.
      x. Lead-based paint removal – provided it involves only paint removal and not the removal of trim or other interior features and decorative details.
      xi. Installation of fire, smoke, and carbon monoxide detectors.

   b. Exterior

i. Caulking, weather-stripping, reglazing, scraping, and/or repainting of windows.
ii. Non-character defining flat or shallow pitch roof repair/replacement. “Shallow pitch” is understood to have a rise-to-run ratio equal to or less than three inches (3”) to twelve inches (12”).
iii. Window repair:
    1. Replacement of windowpanes in-kind or with double or triple glazing so long as glazing is clear and not colored and replacement does not alter existing window material and form. Does not apply to decorative windows such as leaded, stained, wood tracery, historic etching, etc.
    2. Repair, scraping, stripping, reglazing, and repainting existing windows.
    3. In-kind replacement of window sash, glass, and hardware, including jam tracks.
    4. In-kind replacement of damaged and non-operable transoms.
iv. Replacement of non-historic windows so long as no historic material will be removed to accommodate the replacement and the window opening size is not altered unless being returned to its historic opening size.
v. Replacement of below-grade basement windows when not character defining and not highly visible from the public right-of-way.
vi. Repair or in-kind replacement of storm windows and storm doors, historic and non-historic – provided they conform to shape and size of historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color should match trim. Mill-finish aluminum is not acceptable.
vii. Repair of exterior feature, which is understood to mean the repair of features as close to an exact match as possible maintaining the features form.
    1. Wood siding
    2. Exterior architectural details and features (windowsills, eaves, dormers, etc.)
    3. Street facing doors
viii. Repair or in-kind replacement of exterior features, which is understood to mean that the new features/items will duplicate the material, dimensions, and detailing of the original. Consideration should be given to the feature’s condition to ensure replacement is the only viable option (i.e., the feature is too far gone to be repaired).
    1. Porches, railings, posts/columns, brackets, cornices, steps, and flooring.
    2. Roofs
    3. Non-street facing doors
    4. Cellar/bulkhead doors, provided the element is not a character defining detail
    5. Gutters and downspouts, provided the element is not a character defining detail (copper, terra cotta, etc.)

6. Awnings
7. Installation of door/window locks and/or electric security apparatus

ix. Rebuilding existing wheelchair ramps
x. Replacing non-historic or non-character defining materials (such as roof, gutters, downspouts, porch, or siding) with a substitute material documented to be original and that is appropriate in texture and color to the style of the property.
xi. In-kind repair or replacement of non-historic features.
xii. Clean and seal treatments. Cleaning masonry surfaces done with low-pressure water (80-300 psi) and detergents using natural bristle brushes.
xiii. Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash, heat plates, heat guns or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 CFR Part 35, "Lead-based Poisoning Prevention in Certain Residential Structures" including Part 35.140, "Prohibited Methods of Paint Removal". All lead paint abatement that does not involve removal or alteration of exterior features and/or windows.
xiv. Masonry repair using materials, mortar composition, color, joint profile, and width that match the existing historic materials. However, pointing repairs require consultation with the Certified Staff.
xv. Correcting structural deficiencies in basements, crawl spaces, attics, and beneath porches so long as there will be no ground disturbing activities and no additional exterior visual elements.
xvi. Radon related equipment, as long as it is located in the rear one-third of the building or faces the rear of the building.

B. **Site Improvements**

a. Line painting, maintenance, repair, resurfacing, or reconstruction of existing roads – provided that no change in width, surfaces, or vertical alignment or drainage is to occur. Also repair or replacement of guide rails and traffic signage.
b. Repair or replacement of existing curbs, sidewalks, driveways, alleys, streetlights, and ramps, provided that the work is done in-kind to match closely the existing materials and form and that only minimal change of dimension or configuration occurs.
c. Maintenance and repair of existing features, including landscape features, within existing parks and playgrounds, and in-kind replacement of dead or unsafe landscape features, as deemed necessary by relevant City Departments, and documenting as such by them in relevant project files. This includes the resurfacing of tennis courts, basketball courts, and street hockey courts that require less than four (4) inches of ground disturbance.
d. Trimming trees or other planting provided that such activity does not noticeably change the size or shape of the tree or planting.
e. Repair or replacement of fencing, steps, or retaining walls when the work is done in-kind to match closely the existing material and form and when there is no disturbance of soils that have not been previously disturbed.

f. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers, or restrooms. Fences shall be self-standing or not be ground penetrating other than spike pole fences.

C. **Infrastructure**

a. Repair or replacement of water, gas, storm, and sanitary sewer, electrical, and cable lines – provided that work is confined to existing and disturbed rights-of-way, within dimensions of the existing trench/areas previously disturbed by the installation of such system, or an existing location on buildings and no known archaeological sites are present. Depths and widths of new infrastructure should not be deeper than existing infrastructure being replaced. In the event of unanticipated archaeological discoveries, Stipulation IX and/or Stipulation X is to be followed.
b. Construction or installation of new sewer lines or water lines in existing buried utility line trenches, provided the construction activity is limited to a road surface (curbline to curbline) or berm which has been previously disturbed or excavated, no known archaeological sites are present, and no new ground disturbance is proposed.
c. Sewer or water treatment plant equipment replacement as long as it does not require ground-disturbing activities.

D. **Demolition**

a. Demolition of structures or building additions less than forty-five (45) years old, following review of City records, other than those eligible for listing in the NRHP as defined by National Register Bulletin 22, *Guidelines for Evaluating and Nomination Properties that Have Achieved Significance Within the Past Fifty Years* as determined by Certified Staff and no known archaeological sites are present.
b. Demolition of buildings, structures, or facilities where a designated City official (engineer) has determined that the structural integrity has been lost and there is an imminent threat to public health and safety, provided:
    i. That the property has been evaluated for inclusion in the NRHP at the time of the proposed undertaking by the Certified Staff, and
    ii. That the historical significance of the site has been evaluated for archaeological or other capacity to yield information that may contribute to the understanding of Dubuque history, and
    iii. In all such circumstances, photo-documentation shall take place prior to demolition and photography shall follow guidelines established in *The Secretary of the Interior's Documentation Standards*, when and where safely feasible.
    iv. If these three procedures cannot be followed, then the project shall follow the review and evaluation process outlined in Stipulation VIII.
c. Demolition of structures determined by the SHPO within the last five years to be ineligible for listing in the NRHP, either individually or as part of a district, unless changes in the condition or status of the property necessitates review and no known archaeological sites are present. The five-year time period shall be applied

from the date of request for demolition. The demolition must be in accordance with local ordinances for conservation districts.

d. Demolition of non-contributing accessories and those ineligible for listing on the NRHP with a building footprint of less than 300 square feet, including, but not limited to, garages, sheds, and carports when no known archaeological sites are present. The demolition must be in accordance with local ordinances for conservation districts.
e. Removal or disposal of collapsed building debris and rubble not attached to any structures, except where the building debris is determined to be a contributing element of a site, or district, or archaeological site.
f. Cleanup and removal of trash, refuse, and abandoned vehicles.

E. **Other Activities**

a. City Acquisition – acquisition of properties that is limited to the legal transfer of ownership with no physical improvements proposed. This is understood to mean that no change in use will occur, and any future rehabilitation or change-in-use will be subject to Section 106 review.
b. Architectural and engineering fees.
c. Cleaning, sealing, securing, and "mothballing" of structures using methods defined in the National Park Service's Preservation Brief 31, *Mothballing Historic Structures.* Activities shall not alter the historic features of the property.
d. Refinancing, without demolition, repair, rehabilitation, or construction.
e. Leasing, without demolition, repair, rehabilitation, or construction.
f. Acquisition or land-banking of vacant real property (i.e., property without buildings or structures) for which there is no reasonably foreseeable plan for redevelopment, reuse, or new construction and without any reasonably foreseeable plan for ground disturbing activity. Properties acquired under this exemption require review pursuant to 36 CFR Part 800.3 through 800.6, as appropriate, upon identification of a plan for redevelopment, reuse, new construction, or ground disturbance.
g. The sale or conveyance of platted, previously built upon but now vacant single family residential lots by the City to not-for-profit housing development entities or other governmental entities where the planned development is construction of new single family homes, provided, however, that the vacant lot(s) being sold or conveyed are not located in a historic district designated by the national or a local government, and the vacant lot(s) is not immediately adjacent to an existing individually designated historic structure or resource and the land has undergone an archeological survey since 1999 and no NRHP-eligible or listed archaeological sites are present. For the purposes of this Appendix, the term "single family homes" may include residential duplex structures.

Christine Happ Olson

From: Alexis Steger
Sent: Tuesday, April 2, 2024 8:58 AM
To: Christine Happ Olson
Subject: FW: <External Message> City of Dubuque - Programmatic Agreement w/ SHPO

HUD is on board

From: Held, Beth A <Beth.Held@hud.gov>
Sent: Monday, April 1, 2024 9:06 AM
To: Robbins, David E <David.E.Robbins@hud.gov>; Griego, Karen M <Karen.M.Griego@hud.gov>; Alexis Steger <Asteger@cityofdubuque.org>
Cc: Nuccio, David A <David.A.Nuccio@hud.gov>
Subject: RE: <External Message> City of Dubuque - Programmatic Agreement w/ SHPO

This sender is trusted.

Good morning All,

I agree with you Karen, that HUD and the SHPOs are definitely interested in pursuing statewide PAs versus having individual PAs, but unfortunately, our current workloads in the regions are such unprecedented high volumes with the addition of another year of congressionally funded grants that the required time and resources necessary to accomplish the statewide goal would take much longer, so would agree at this time that a program(s)-specific PA be pursued if the City is interested.

I can assist when it comes to incorporating the other HUD programs outside of OLHCHH if that is a goal that the City wishes to pursue.

Thanks & have a great day!

Beth

Beth A. Held
Regional Environmental Officer ‖ HUD Region 7
U.S. Dept Housing & Urban Development ‖ 400 State Ave ‖ Kansas City, Kansas ‖ 66101
Office: 913-321-9732 ‖ Email: beth.held@hud.gov
www.hudexchange.info/programs/environmental-review/

Please consider the environment before printing this email.
No trees were harmed in the sending of this email; however, billions of electrons were really agitated.

From: Robbins, David E <David.E.Robbins@hud.gov>
Sent: Thursday, March 28, 2024 11:56 AM
To: Griego, Karen M <Karen.M.Griego@hud.gov>; Alexis Steger <asteger@cityofdubuque.org>

Cc: Held, Beth A <Beth.Held@hud.gov>; Nuccio, David A <David.A.Nuccio@hud.gov>
Subject: RE: <External Message> City of Dubuque - Programmatic Agreement w/ SHPO

I don't have an update to offer about programmatic agreements in process, but am comfortable that David would agree, we support the initiative from the program perspective.

Also, I am happy to send an update notice to the HUD Federal Preservation Officer just for awareness and also to see if he is aware of any related developments.

David E. Robbins
Program Environmental Clearance Officer
Office of Lead Hazard Control and Healthy Homes
Department of Housing and Urban Development
David.E.Robbins@hud.gov
Cell 617-416-1292

From: Griego, Karen M <Karen.M.Griego@hud.gov>
Sent: Thursday, March 28, 2024 12:16 PM
To: Alexis Steger <asteger@cityofdubuque.org>
Cc: Held, Beth A <Beth.Held@hud.gov>; Nuccio, David A <David.A.Nuccio@hud.gov>; Robbins, David E <David.E.Robbins@hud.gov>
Subject: RE: <External Message> City of Dubuque - Programmatic Agreement w/ SHPO

Hello Alexis,

That's wonderful news. I hope I can speak on behalf of our Program Environmental Clearance Officers and the Regional Environmental Officer, all copied on this email, by encouraging Programmatic Agreements with SHPOs. HUD is particularly interested in statewide PAs but if interim agreements for specific programs or activities (like minor housing rehab including lead hazard control) will help, are quicker to achieve, and the SHPO is willing to "play ball", we would support that too.

Beth, David, Dave, my finger is not as much on the pulse of this effort as a whole, so perhaps you have updates or guidance that will help?

Best Regards,
Karen

Healthy Homes Representative, HUD Regions IX & X, State of NM
Senior Program Environmental Specialist
Programs and Regulatory Support Division
Office of Lead Hazard Control and Healthy Homes
US Department of Housing and Urban Development
Did you remember to cc: your GTR and add your grant # in the Subject line?
www.hud.gov/lead
www.hudexchange.info/programs/lead-based-paint/
www.hudexchange.info/programs/environmental-review/



OLHCHH Grantee Training Webinars https://www.gotostage.com/channel/f4a0dda684424a94be27d697e2d04326

From: Alexis Steger <Asteger@cityofdubuque.org>
Sent: Thursday, March 28, 2024 9:31 AM
To: Griego, Karen M <Karen.M.Griego@hud.gov>
Subject: <External Message> City of Dubuque - Programmatic Agreement w/ SHPO

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Hi Karen!

Back in 2021 we had reached out to ask if HUD would support the City of Dubuque in executing a Programmatic Agreement with SHPO. At that time you provided the following:

HUD is very interested in municipalities entering into Programmatic Agreements (PA) with their SHPO. As such, I am in favor of you moving forward with a PA for your Lead Hazard Reduction (LHR) (and other similar HUD-funded rehab programs) grant. There are quite a few formula grantees (CDBG) who administer LHR grants and successfully utilize a PA to streamline compliance with Sec 106 of the National Historic Preservation Act (36 CFR part 800).

Is this something you would still support? Our SHPO put a pause on PA's for the past several years and is ready to look at PAs again as long as HUD is still onboard with it for Dubuque.

Thank you,

Alexis M. Steger
Housing & Comm Development Director
City of Dubuque
563.589.4230

July 9, 2025

Wally Wernimont
Planning Services Director
City of Dubuque

Ref: *Programmatic Agreement for the Administration of Department of Department of Housing and Urban Development Part 58 Programs Within the City of Dubuque*
Dubuque, Dubuque County, Iowa
ACHP Project Number: 022734

Dear Mr. Wernimont:

On July 7, 2025, the Advisory Council on Historic Preservation (ACHP) received the additional documentation as requested regarding the potential adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe our participation in the consultation to resolve adverse effects is needed.

However, if we receive a request for participation from the Iowa State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer, affected Indian Tribe, a consulting party, or other party, we may reconsider this decision. Should the undertaking's circumstances change, consulting parties cannot come to consensus, or you need further advisory assistance to conclude the consultation process, please contact us.

Pursuant to 36 CFR § 800.6(b)(1)(iv), you will need to file the final Section 106 agreement document (Agreement), developed in consultation with the Iowa SHPO and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the Agreement and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the NHPA.

Thank you for providing us with the additional information we requested regarding this notification of adverse effect. If you have any questions or require our further assistance, please contact Bill Marzella at (202) 517-0209 or by e-mail at bmarzella@achp.gov and reference the ACHP Project Number above.

Sincerely,

Dana Daniels
Historic Preservation Technician
Office of Federal Agency Programs

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

Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
planning@cityofdubuque.org

January 21, 2026

Mayor Brad Cavanagh and City Council
The City of Dubuque
transmitted via email

Dear Mayor Cavanagh and members of the City Council,

This letter transmits the Historic Preservation Commission's support of the adoption of a Programmatic Agreement with the State Historic Preservation Office. This agreement is for the purpose of the City expediting reviews for projects using federal funding from Housing & Urban Development when there are no negative effects to historic or cultural resources.

At the January 15, 2026 Historic Preservation Commission meeting, the Commission reviewed a finalized Programmatic Agreement. A link to the document is located here: https://cityofdubuque.org/DocumentCenter/View/62183/02--Dubuque-HUD-PA-Final-122325

To summarize, this agreement between the State and the City creates a streamlined process for reviews where there are no historic resources present, and there isn't the concern with disturbing underground cultural resources. The Historic Preservation Commission has been engaged in this process and supports the development of a Programmatic Agreement, which would be the only one in Iowa.

The Historic Preservation Commission recommends review and adoption of the Programmatic Agreement by City Council.

Sincerely,

Janice Esser

Janice Esser, Chairperson
Dubuque Historic Preservation Commission

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

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(563) 589-4210 phone
(563) 589-4221 fax
planning@cityofdubuque.org

January 22, 2026

Mayor Brad Cavanagh and City Council
The City of Dubuque
transmitted via email

Dear Mayor Cavanagh and members of the City Council,

This letter transmits the Community Development Advisory Commission's support of the adoption of a Programmatic Agreement with the State Historic Preservation Office. This agreement is for the purpose of the City expediting reviews for projects using federal funding from Housing & Urban Development when there are no negative effects to historic or cultural resources.

At the January 21, 2026 Historic Preservation Commission meeting, the Commission reviewed a finalized Programmatic Agreement. A link to the document is located here: https://cityofdubuque.org/DocumentCenter/View/62183/02--Dubuque-HUD-PA-Final-122325

To summarize, this agreement between the State and the City creates a streamlined process for reviews where there are no historic resources present, and there isn't the concern with disturbing underground cultural resources. The Community Development Advisory Commission has been engaged in this process and supports the development of a Programmatic Agreement, which would be the only one in Iowa.

The Historic Preservation Commission recommends review and adoption of the Programmatic Agreement by City Council.

Sincerely,

Julie Woodyard, Chairperson
Community Development Advisory Commission

Julie Woodyard

Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
planning@cityofdubuque.org

January 22, 2026

Comments sought regarding the possibility of Programmatic Agreement:

On May 12, 2025, the City of Dubuque created a webpage with information about the programmatic agreement draft, a link to the draft, and a request to collect public information and input. This was sent out as a news flash to all City-subscribers and posted on our main page. It was also sent out to preservation entities and a list of tribal contracts obtained from the Office of the State Archaeologist. The comment period was closed on June 16 over a month from the start, by making the online form inactive. No comments were received via email or online through the form system.

On May 15, 2025, Alan Kelly, THPO with the Iowa Tribe of Nebraska, called with strong support of a PA. “If you can get this passed with HUD universally, that would be great.” He expressed the strong desire, unless a building is clearly historic or has connections to tribes, to not have to review any items unless they deal with ground disturbance. Alan is an experienced THPO and is very familiar with Section 106. Alan called from the Iowa Tribe Museum 785-351-0080 and took over from Lance Foster there and with the THPO this year after Lance’s death. This is the only comment we received in the process.

Chris Happ Olson
Assistant Planner/Historic Preservation
colson@cityofdubuque.org
563-589-4387

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF DUBUQUE; THE IOWA STATE HISTORIC PRESERVATION OFFICER AND THE CITY OF DUBUQUE HISTORIC PRESERVATION COMMISSION FOR HUD-FUNDED PROGRAMS.

Whereas, the City of Dubuque has administered U.S. Department of Housing and Urban Development (HUD) programs since 1997, including Community Development Block Grant (CDBG), HOME, Lead Hazard Control, and other programs; and

Whereas, Section 106 of the National Historic Preservation Act requires federal agencies and their responsible entities to assess the effects of federally funded projects on properties listed in or eligible for the National Register of Historic Places; and

Whereas, the City and the Iowa State Historic Preservation Office (SHPO) have collaborated to develop a Programmatic Agreement to streamline Section 106 reviews for HUD-funded activities, reducing unnecessary delays for projects with no adverse effect on historic properties; and

Whereas, the Programmatic Agreement establishes procedures for identification, review, and treatment of historic properties, defines exempt activities, and outlines consultation requirements with SHPO, Tribal Historic Preservation Officers, and other interested parties; and

Whereas, the Agreement has been reviewed by the City's Planning Services Department, Housing & Community Development Department, Legal Department, Historic Preservation Commission, Community Development Advisory Commission, and federal partners, and has received public input and tribal consultation; and

Whereas, the Agreement will remain in effect through December 31, 2030, and will ensure compliance with Section 106 while facilitating efficient administration of HUD programs;

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

The Mayor is hereby authorized and directed to sign the Programmatic Agreement between the City of Dubuque; The Iowa State Historic Preservation Officer; and The City of Dubuque Historic Preservation Commission for U.S. Department of Housing and Urban Development Part 58 programs administered by the City of Dubuque, Iowa.

Passed, approved and adopted this ___ day of _____ 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Copyrighted
February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE:	Merge, LLC/Port of Dubuque LLC Termination of Development Agreement
SUMMARY:	City Manager recommending City Council approval of the Termination Agreement by and between the City of Dubuque, Iowa, Port of Dubuque LLC, and Merge, LLC for a mixed-use development to be located along the corner of Fifth and Bell Streets, west of the Flexsteel corporate office building. **RESOLUTION** Approving The Termination Agreement Of The Development Agreement Between The City Of Dubuque, Iowa And Merge, LLC, Dated November 18, 2019, As Amended, In The City Of Dubuque, Iowa, Assigned By Merge, LLC To Port Of Dubuque LLC By Assignment Of Development Agreement Dated February 13, 2020
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Merge, LLC_Port of Dubuque LLC Termination of Development Agreement
2. Staff Memo MVM_Merge Termination_01-27-2026
3. MERGE TERMINATION AGREEMENT Resolution
4. Termination Agreement_Signed by Merge

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Merge, LLC/Port of Dubuque LLC Termination of Development Agreement

DATE: January 29, 2026

Senior Counsel Barry Lindahl is recommending City Council approval of the Termination Agreement by and between the City of Dubuque, Iowa, Port of Dubuque LLC, and Merge, LLC for a mixed-use development to be located along the corner of Fifth and Bell Streets, west of the Flexsteel corporate office building.

Once the Termination Agreement is approved, the City Attorney's Office will schedule a Closing and after that Closing the City will own property free and clear and can market it to other developers.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

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BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: Michael C. Van Milligen
City Manager

DATE: February 2, 2026

RE: **MERGE, LLC/PORT OF DUBUQUE LLC TERMINATION OF DEVELOPMENT AGREEMENT**

The City of Dubuque and Merge, LLC entered into a Development Agreement dated November 18, 2019, as amended for the development of property in the Port of Dubuque.

Merge, LLC is a development team focused on real estate development in Qualified Opportunity Zones across the Midwest. The company's passion is creating mixed-use developments in a city's urban core which reflect both a community's history and its aspirations. Merge team members bring experience in real estate, economic development, construction, city planning, space making, technology startups, and small business.

Merge brought a formal proposal to City staff for a mixed-use development (the Project) to be located in the Port of Dubuque. The $18 Million Project was intended to include 187 residential units and approximately twenty-three thousand (23,000) total square feet of commercial/retail space. The project was to be located along the corner of Fifth and Bell Streets, west of the Flexsteel corporate office building.

Merge assigned the Development Agreement to Port of Dubuque LLC by Assignment dated February 13, 2020. Port of Dubuque LLC assumed the responsibilities of the Developer in the Development Agreement.

The development property was conveyed to the Developer at the closing November 30, 2023.

Since that time, the Developer has on several occasions advised the City that due to market conditions the Developer has been unable to obtain financing for the project.

The City has proposed to the Developer that without further delays for the project, it is in the best interest of the parties to terminate the Development Agreement.

The Developer has accepted the Termination Agreement attached hereto. The Developer agrees to:

(1) Convey the Property to City by Warranty Deed, free and clear of all liens and encumbrances for no consideration;
(2) Deliver to City payment to the City for the following or a statement showing that all real estate taxes on the Property prorated for fiscal year 2023-2024, fiscal year 2024-2025, and prorated for fiscal year 2025-2026;
(3) Deliver to City a release of all easements on the Property;
(4) Deliver to City an instrument conveying all right, right and interest in the Decorative Panels sold by City to Port of Dubuque.

In consideration for City waiving any rights it may have to declare the Developer in default, the Developer waives any and all rights it may have under the default section of the Development Agreement.

From and after the Closing, the Development Agreement shall stand as terminated and no party shall have any rights or obligations to the other parties under the Development Agreement and the parties hereby waive any and all claims they may have against the other parties arising out of the Development Agreement.

Once the Termination Agreement is approved, we will schedule a Closing and after that Closing the City will own property free and clear and can market it to other developers.

I recommend that the Termination Agreement be submitted to the Mayor and City Council for consideration and approval.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director

RESOLUTION NO. _____

APPROVING THE TERMINATION AGREEMENT OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND MERGE, LLC, DATED NOVEMBER 18, 2019, AS AMENDED, IN THE CITY OF DUBUQUE, IOWA, ASSIGNED BY MERGE, LLC TO PORT OF DUBUQUE LLC BY ASSIGNMENT OF DEVELOPMENT AGREEMENT DATED FEBRUARY 13, 2020

Whereas, the City of Dubuque, Iowa (City), Port of Dubuque LLC (Port of Dubuque) and Merge, LLC (Merge) entered into a Development Agreement dated November 18, 2019, as amended, for the development of property in the Port of Dubuque; and

Whereas, Merge assigned the Development Agreement to Port of Dubuque by Assignment dated February 13, 2020; and

Whereas, City, Port of Dubuque and Merge now agree that it is in the best interests of the parties to terminate the Development Agreement.

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

SECTION 1. The Termination Agreement attached here is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the Termination Agreement on behalf of the City of Dubuque.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

TERMINATION AGREEMENT
OF
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND MERGE, LLC, DATED NOVEMBER 18, 2019, AS AMENDED, LOT 2 ADAMS COMPANY'S 5TH ADDITION IN THE CITY OF DUBUQUE, IOWA, ASSIGNED TO PORT OF DUBUQUE LLC BY ASSIGNMENT OF DEVELOPMENT AGREEMENT DATED FEBRUARY 13, 2020

This Termination Agreement, dated for reference purpose the ___ day of _____, 2025, is made and entered into by and between the City of Dubuque, Iowa (City), Port of Dubuque LLC (Port of Dubuque) and Merge, LLC (Merge).

Whereas, the City and Merge entered into a Development Agreement dated November 18, 2019, as amended; and

Whereas, Merge assigned the Development Agreement to Port of Dubuque by Assignment dated February 13, 2020; and

Whereas, City, Port of Dubuque and Merge now agree that it is in the best interests of the parties to terminate the Development Agreement.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

Section 1. City conveyed the Property which is the subject of the Development Agreement to Merge.

Section 2. On the Closing date, which shall be the 16th day of January, 2026, Port of Dubuque and Merge shall:

(1) Convey the Property to City by Warranty Deed, free and clear of all liens and encumbrances for no consideration;
(2) Deliver to City a statement showing that all real state taxes on the Property due and payable in current fiscal year and real estate taxes for fiscal year 2025-2026 prorated to the date of the Closing;
(3) Deliver to City a release of all easements on the Property;
(4) Deliver to City an instrument conveying all right, title and interest in the Decorative Panels sold by City to Port of Dubuque;

Section 3. Port of Dubuque and Merge shall save, defend and hold harmless the City of Dubuque, its officers and employees, from and against any and all claims arising out of or related to the Development Agreement, including but not limited to possession and occupation of the Property.

This Section 3 shall survive the Closing.

12292025bal

Section 4. In consideration for City waiving any rights it may have to declare Port of Dubuque or Merge in default, Port of Dubuque and Merge waive any and all rights it may have under Section 15 of the Development Agreement.

Section 5. From and after the Closing, the Development Agreement shall stand as terminated and no party shall have any rights or obligations to the other parties under the Development Agreement and the parties hereby waive any and all claims they may have against the other parties arising out of the Development Agreement.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

DEVELOPER

PORT OF DUBUQUE LLC
A Delaware limited liability company

By: OZ Dubuque LLC
A Delaware limited liability company
Its Manager

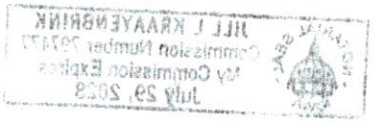
By: Merge, LLC
An Iowa limited liability company
Its Manager

_____
Brent Dahlstrom, Manager

12292025bal

Merge LLC An Iowa limited liability company
Its Manager

By:
Brent Dahlstrom, Manager



12292025bal

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

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

_____
Notary Public

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 22nd day of January 2026 before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that he is Partner & Manager of Merge, LLC the corporation executing the instrument to which this is attached and that as said Partner & Manager of Merge, LLC acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.

_____
Notary Public

NOTARIAL SEAL IOWA
JILL L KRAAYENBRINK
Commission Number 797477
My Commission Expires
July 29, 2028

12292025bal

Copyrighted
February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 5.

ITEM TITLE:	Proceedings to Complete Action for the Issuance of $2,330,000 Water Revenue Capital Loan Notes, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings to complete action required for the $2,330,000 Water Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main prepared by Bond Counsel and to present a resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds.” **RESOLUTION** Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo North English Road SRF Complete_MVM memo_2026_01_29
2. North English Road SRF Complete_Staff memo_2026_01_29
3. Proc Series Iss Res (North English) (Dubuque #26 2025)-v2
4. Bond (Dubuque #26 2026)-v1
5. Closing and Tax Final Delivery Certificate (Dubuque #26 2026)-v1
6. Water Revenue LDA (Dubuque #26 2026)-v1
7. Updated Repayment Schedule (Dubuque #26 2026)-v1

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Complete Action for the Issuance of $2,330,000 Water Revenue Capital Loan Notes, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main

DATE: January 29, 2026

Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings to complete action required for the $2,330,000 Water Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main prepared by Bond Counsel and to present a resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds.”

The City of Dubuque is looking to address necessary improvements associated with its water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base, and prepare the city for increased demands associated with the existing and new customers. The project will also assist the City’s need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

The North English Road water main extension (at the west terminus of the Southwest Arterial water main extension) creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south from there to the English Mill Pump Station.

The State Revolving Fund loan will have an interest rate of 2.90%, a maturity date of June 1, 2045, and will be abated from the water fund.

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

Michael C. Van Milligen

MCVM/jml/sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Lester, Water Department Director
Brian DeMoss, Finance Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Complete Action for the Issuance of $2,330,000 Water Revenue Capital Loan Notes, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main

DATE: January 29, 2026

INTRODUCTION

The purpose of this memorandum is to provide suggested proceedings to complete action for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main.

BACKGROUND

The City of Dubuque is looking to address necessary improvements associated with its water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base, and prepare the city for increased demands associated with the existing and new customers. The project will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

Through the Request for Engineering Proposal process 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project to complete design of the five improvements. Origin also prepared and assisted the City in securing an Iowa SRF Intended Use Plan (IUP) Application for the proposed improvements, and a P&D Loan.

One of the five projects in the City-Wide Water Distribution System, Storage, and Pumping Improvements Project is the N. Cascade Road and SW Arterial Water Main Extension project that will bring water service to a portion of the SW Arterial and allow continued extensions, looping water main along the SW Arterial from US Highway 151/61 to US Highway 20 while also providing service between pressure zones and increasing water service reliance to the City's southern- and western-most customers.

Origin Design has completed the plans for the installation of a 12-inch water main extension starting at Edval Lane on North Cascade Road south to the SW Arterial. At the intersection with the SW Arterial, the original project scope included a water main loop that would head east along the SW Arterial in the direction of Military Road toward Tamarack Industrial Park. The project scope was amended to include water main that would also head west along the SW Arterial to North English Road, then turning north along North English Road for approximately 1,100 feet.

DISCUSSION

The North English Road water main extension (at the west terminus of the Southwest Arterial water main extension) creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south from there to the English Mill Pump Station.

The SW Arterial water main extension (along with the North Cascade Road water main extension) creates an arterial water main loop that extends from the southwest end to the south end of Pressure Zone 3. The Southwest Arterial water main extension consists of a 16-in arterial water main connecting the end of the North English Road water main extension to the existing 16-in arterial water main located at the Tamarack Industrial Park. There will also be a tie-in mid-route to the 16-in arterial water main at Military Road. The proposed water main extension is planned to be located within existing roadway ROW with only one utility easement required along the entirety of the proposed water main route. The project will include the following:

- Approximately 22,150 LF of 16-in water main with 30 buried butterfly valves
- 24 fire hydrants, located at approximately 1,000-ft intervals, with 6-in DI leads and isolation gate valves
- Two (2) creek/stream crossings including water valve manholes
- Three (3) Bored Casings (approximately 650 LF) for 16-in Water Main at crossing of Military Road, North Cascade Road, and the Southwest Arterial.

The North English Road and SW Arterial portions west of North Cascade Road were not part of the original IUP submitted and approved in 2022. The IUP was updated in November 2024 to include the costs associated with the revised scope. The estimated costs associated with the additional 1,100 LF of water main along North English Road are $305,000, and changes to the SW Arterial extension portion of the project are $1,580,000, totaling $1,885,000.

The State Revolving Fund loan will have an interest rate of 2.90%, a maturity date of June 1, 2045, and will be abated from the water fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution to complete the action required on the $2.33 million in Water Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) for the North English Road Water Main.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

MINUTES OF MEETING TO APPROVE SERIES RESOLUTION FOR SERIES 2026 BONDS

430411-26 (North English)

Dubuque, Iowa

February 2, 2026

The City Council of the City of Dubuque, Iowa, met on February 2, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

• • Other Business• •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

• • • •

On motion and vote, the meeting adjourned.

RESOLUTION NO. ___

Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds

WHEREAS, the City of Dubuque (the "City" and sometimes hereinafter referred to as the "Issuer"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "System") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the System are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,330,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the System (the "Project"), and has published notice of the proposed action and has held a hearing thereon on October 6, 2025; and

WHEREAS, the City proposes to issue Water Revenue Bonds, Series 2026 (the "Series 2026 Bonds") to the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender"), in order to pay the costs of the Project; and

WHEREAS, the City is authorized and empowered by Chapter 384 of the Code of Iowa (the "Act") to borrow money for the System, and the City Council has adopted a master resolution (the "Master Resolution") on October 20, 2008, authorizing the issuance from time to time of Senior Bonds, including Senior SRF Bonds (each as defined in the Master Resolution); and

WHEREAS, Section 8.3 of the Master Resolution authorizes the Council to adopt a Series Resolution (as defined in the Master Resolution) to provide for the issuance of Senior Bonds, and this Series Resolution constitutes a Series Resolution under the Master Resolution; and

WHEREAS, for the purposes of this issuance, the Series 2026 Bonds shall be deemed to be Senior SRF Bonds; and

WHEREAS, the obligations of the Issuer under the Series 2026 Bonds and the Agreement shall be payable solely and only from the Net Revenues of the System and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Lender and to issue the Series 2026 Bonds in evidence thereof in the principal amount of $2,330,000; and

WHEREAS, upon completion of the Project, a portion of the principal amount borrowed under the Agreement will be forgiven by the Lender;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. Definitions. Terms used herein and not defined herein shall have the meaning given to them in this Series Resolution and the Master Resolution unless the text expressly or by necessary implication requires otherwise:

"Agreement" means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2026 Bonds.

"Bonds" or "Series 2026 Bonds" means the $2,330,000 Water Revenue Bonds, Series 2026, in one or more series.

"Closing Date" shall mean the date of delivery of the Series 2026 Bonds, anticipated to be February 20, 2026, with any final changes to such date as set forth in the Agreement.

"Loan" shall mean the loan made pursuant to the Agreement and evidenced by the Series 2026 Bonds.

"Outstanding IFA Notes" shall mean the Issuer's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; and Taxable Water Revenue Bond, Series 2025, dated September 12, 2025, all of which are held by the Iowa Finance Authority, as lender.

"Outstanding IFA Note Resolutions" shall mean the resolutions authorizing the issuance of the Outstanding IFA Notes, which shall be recognized as Series Resolutions.

"Paying Agent" shall mean the City Treasurer, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Series 2026 Bonds. Unless otherwise specified, the Registrar shall also act as the Paying Agent for the Series 2026 Bonds.

"Senior Bond Issuance Documents" means a Supplemental Resolution, Obligation Issuance Documents, indenture or other document, as the case may be, authorizing and issuing a series of Senior Bonds, including Senior SRF Bonds.

"Series 2007 Note" shall mean the Issuer's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007.

"Series 2007 Note Resolution" shall mean the resolution authorizing the issuance of the Series 2007 Note.

"Series 2021C Bonds" shall mean the Issuer's outstanding Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021.

"Series 2021C Bond Resolution" shall mean the resolution authorizing the issuance of the Series 2021C Bonds, which shall be recognized as a Series Resolution.

"Series 2026 Sinking Fund" means the fund by that name created pursuant to Section 14 hereof.

"Series Resolution" or "Resolution" means this resolution.

Section 2. Loan Authorization; Authorization for Execution and Delivery of Documents. Following the adoption of this Series Resolution and pursuant to Chapter 384 of the Code of Iowa, the City Council is hereby authorized to execute and deliver the Agreement with the Lender in the form which has been placed on file with the Council providing for a Loan in the aggregate principal amount of $2,330,000 for the purpose or purposes set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Issuer in the form presented to the Council, with final terms as determined by the Council and the Lender.

The Mayor, City Clerk and City Treasurer are each authorized to execute and deliver the Series 2026 Bonds, any and all agreements, documents and instruments required related to the issuance of the Series 2026 Bonds and to carry out the purposes set forth in this Series Resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. Appointment of Registrar/Paying Agent. The City Treasurer is hereby designated as the Registrar and Paying Agent for the Series 2026 Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent" in such capacities.

Section 4. Source of Payment of the Series 2026 Bonds. The Series 2026 Bonds, when issued, will be Senior SRF Bonds under the Master Resolution and shall be payable solely from the Net Revenues of the System, and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution.

Section 5. Series 2026 Bonds Details; Form of Series 2026 Bonds. The Series 2026 Bonds are hereby authorized to be issued in evidence of the obligation of the Issuer under the Agreement, in the aggregate principal amount of $2,330,000, to be dated the Closing Date, and bearing interest from the date of each advancement made at the rate of 2.90% per annum (or at such lower rate as agreed upon by the Lender and set forth in the Series 2026 Bonds and the Agreement) until payment thereof, as set forth in Exhibit A attached to the Agreement. To the extent that the Lender determines a lower rate of interest is available for the Series 2026 Bonds after the adoption of this Series Resolution, the Mayor and City Clerk, with advice from bond

counsel and/or a municipal financial advisor, are hereby authorized to: (i) make such changes to the Agreement, the Series 2026 Bonds and any related transactional documents as are necessary to give effect to the lower rate of interest without modification to the principal installment schedule contemplated herein; and (ii) to execute and deliver such modified documents on behalf of the Issuer.

The Series 2026 Bonds may be in the denominations of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $2,330,000 and numbered R-1.

The Series 2026 Bonds are subject to optional redemption by the Issuer at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Series 2026 Bonds by the Issuer may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Series 2026 Bonds). The Series 2026 Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds shall be fully registered as to principal in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Accrued interest on the Series 2026 Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2026. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2026 Bonds shall be made to the registered owners appearing on the registration books of the Issuer at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2026 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Series 2026 Bonds shall be executed on behalf of the Issuer with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Series 2026 Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Series 2026 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2026 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

If applicable pursuant to the Agreement, in addition to the payment of principal of and interest on the Series 2026 Bonds, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Series 2026 Bonds shall be in substantially the form attached as Exhibit A hereto.

Section 6. Registration of Series 2026 Bonds; Designation of Registrar; Transfer; Ownership; Delivery; and Cancellation. The provisions of Section 2.4 of the Master Resolution, which contains covenants relating to the registration, transfer, delivery, and cancellation of Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Bond. The provisions of Section 2.5 of the Master Resolution contains covenants relating to the reissuance of mutilated, destroyed, stolen, or lost Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 8. Application of Loan Proceeds. The loan proceeds to be received under the Agreement (the "Loan Proceeds") shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The Issuer shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Code (as defined in the Master Resolution).

Section 9. Ratification of Master Resolution. All provisions of the Master Resolution are hereby ratified and confirmed, and are incorporated herein and certain provisions thereof are modified as applicable to the Series 2026 Bonds as provided herein. The Issuer hereby covenants that the requirements of Article 8 of the Master Resolution have been satisfied.

Section 10. Rates and Charges; Independent Consultant. There have heretofore been established as required by law, just and equitable fees, rates and charges for the use of the services rendered by the System. As provided in Section 7.1 of the Master Resolution, so long as the Series 2026 Bonds are outstanding and unpaid, the Net Revenues of the System shall be sufficient in each Fiscal Year to (i) provide for 100% of the Maintenance Expenses of the System, (ii) equal at least 125% of the Debt Service Requirement, (iii) enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund, the Subordinate Bond Fund (if any), and the Rebate Fund, (iv) enable the Issuer to accumulate an amount which, in the judgement of the Council, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as required by any governmental agency having jurisdiction over the System, and (v) remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution or any Series Resolution.

From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, the coverage percentage in the preceding sentence with respect to the Series 2026 Bonds shall be reduced from 125% to 110%.

Section 11. Equality of Lien on Net Revenues. As provided in the Master Resolution, the timely payment of principal of and interest on the outstanding Series 2026 Bonds shall be secured equally and ratably with other Senior Bonds by the Net Revenues of the System without priority by reason of number or time of sale or delivery.

Section 12. Establishment of Funds; Series 2026 Bond Sinking Fund; Debt Service Reserve Fund. The provisions of Article 6 of the Master Resolution, which provide for the establishment of the Revenue Fund, the Operation and Maintenance Fund, the Bond Principal and Interest Fund (the "Sinking Fund"), the Debt Service Reserve Fund, the Subordinate Bond Fund, the Surplus Fund, and the Rebate Fund, are hereby ratified and confirmed.

Series 2026 Bond Sinking Fund. From and after the issuance of the Series 2026 Bonds and as long as the Series 2026 Bonds are outstanding, the Issuer shall establish and maintain a separate fund to be known as the Series 2026 Bond Sinking Fund. The Issuer shall transfer amounts on deposit in the Revenue Fund into the Series 2026 Bond Sinking Fund for the payment principal of and interest on the Series 2026 Bonds, on the 1st day of each month commencing on the 1st day of the month immediately succeeding the date of issuance and delivery of any of the Series 2026 Bonds in equal monthly amounts which, together with other monthly amounts made pursuant hereto, will be sufficient to pay principal of and interest on the Series 2026 Bonds due on the next succeeding date which principal of and/or interest on such Series 2026 Bonds are due and payable. If for any reason the amount on deposit in the Series 2026 Bond Sinking Fund exceeds the required amount, the excess shall be forthwith withdrawn therefrom by the Issuer and deposited into the Revenue Fund. If for any reason the amount on deposit in the Series 2026 Bond Sinking Fund is less than the required amount, the deficit shall forthwith be made up by the Issuer from available funds on deposit in the Revenue Fund as provided in Section 6.5 of the Master Resolution.

Money in the Series 2026 Bond Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Series 2026 Bonds as the same may become due and payable.

Debt Service Reserve Fund. The provisions of Section 6.6 of the Master Resolution with respect to the Debt Service Reserve Fund are hereby recognized. The Series 2026 Bonds shall be issued as Senior SRF Bonds, and the Issuer shall not be required to make any payments into the Debt Service Reserve Fund under the provisions of this Resolution. The Series 2026 Bonds shall not be secured by or payable from amounts held in the Debt Service Reserve Fund, and the holders of the Series 2026 Bonds shall have no rights against the Debt Service Reserve Fund so long as any Senior Bonds secured by the Debt Service Reserve Fund remain outstanding.

Section 13. Investment of Funds. Section 6.11 of the Master Resolution contains covenants relating to the investment of funds.

All income derived from such investments shall be credited to the fund from which such investments were made. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 14. Acknowledgement of amendment to Section 7.1(b)(a) of the Master Resolution: Rate Covenant. The City hereby acknowledges that, from and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Iowa Finance Authority (the "Authority") is then the sole owner and holder of all of the then outstanding Series 2026 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated

with any Additional Senior Bonds then outstanding, Section 7.1(b)(a) of the Master Resolution shall be permanently amended, with the written consent of the Authority to read as follows:

> *(a) will equal at least 110% of the Debt Service Requirement on all Senior Bonds then Outstanding for the year of computation;*

Section 15. Acknowledgement of Amendment to Section 8.3 of the Master Resolution; Amendment to Section 21 of the Series 2007 Note Resolution: Restrictions on the Incurrence of Senior Bonds. The City hereby acknowledges that, from and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Authority is then the sole owner and holder of all of the then outstanding Series 2026 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated with any Additional Senior Bonds then outstanding, Section 8.3 of the Master Resolution and Section 21 of the Series 2007 Note Resolution are hereby permanently amended, with the consent of the Authority, to read as follows:

> *Bonds (including refunding Bonds which do not meet the requirements of Section 8.2) may also be issued on a parity with the Senior Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Senior Bonds. Any Senior Bonds shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the System, regardless of the time or times of the issuance of such Senior Bonds, it being the intention of the Issuer that there shall be no priority among the Senior Bonds, regardless of the fact that they may have been actually issued and delivered at different times. The Issuer hereby reserves the right and privilege of issuing Senior Bonds without restriction.*

Section 16. Covenants Regarding Operation of the System. Section 7.2 of the Master Resolution contains covenants relating to operation of the System.

Section 17. Events of Default; Remedies The provisions of Article 10 of the Master Resolution, which contain covenants relating to events of default and remedies, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 18. Additional Covenants, Representations and Warranties of the Issuer; Disposition of Proceeds. The Issuer certifies and covenants that the Issuer through its officers, will (a) make such further specific covenants, representations and assurances as may be necessary or advisable; (b) file such forms, statements and supporting documents as may be required and in a timely manner; and (c) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance. Any and all of the officers of the Issuer and the System are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 19. Discharge and Satisfaction of Series 2026 Bonds. The provisions of Section 9.1 of the Master Resolution, which contains covenants relating to the discharge and satisfaction of Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 20. Resolution a Contract. The provisions of this Series Resolution shall constitute a contract among the Issuer and the owners of the Series 2026 Bonds, and after the issuance of the Series 2026 Bonds, no change, variation or alteration of any kind in the provisions of this Series Resolution shall be made in any manner, except as provided in Section 21 or Section 22 hereof, until such time as the Series 2026 Bonds, and shall have been satisfied and discharged as provided in this Series Resolution.

Section 21. Modification of Resolution Not Requiring the Consent of Owners of Series 2026 Bonds. The provisions of Section 11.1 of the Master Resolution, which contains covenants relating to amendment of the Resolution without consent of the holders of the Series 2026 Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 22. Modification of Series Resolution Requiring Consent of Owners of Series 2026 Bonds. The provisions of Section 11.2 of the Master Resolution, which contains covenants relating to amendment of the Resolution with the consent of the holders of the Series 2026 Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 23. Tax Exemption. It is the intention of the Issuer that interest on the Series 2026 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the Issuer covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2026 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the Issuer are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 24. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 25. Effective Date. This Series Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 26. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Adopted and approved this February 2, 2026.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Agreement and the issuance of $2,330,000 Water Revenue Bonds, Series 2026 of the City evidencing the City's obligation under the Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Series 2026 Bonds.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the City did heretofore establish a Municipal Waterworks Utility System (hereinafter referred to as the "System") prior to January 1, 1961, that the management and control of the System are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such System.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such System and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such System, except for the City's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; Taxable Water Revenue Bond, SRF Series 2025, dated September 12, 2025; and the Series 2026 Bonds currently being issued by the City.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

EXHIBIT A

Form of Series 2026 Bond

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

WATER REVENUE BOND, SERIES 2026

No. R-1 $2,330,000

RATE	MATURITY DATE	BOND DATE
2.90%	June 1, 2045	February 20, 2026

The City of Dubuque (the "City"), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TWO MILLION THREE HUNDRED THIRTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "System").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on October 20, 2008, and a certain series resolution, adopted on February 2, 2026, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the "Resolutions"), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; Taxable Water Revenue Bond, SRF Series 2025, dated September 12, 2025; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable or secured by the Reserve Fund established in the Outstanding Bond Resolutions (as defined in the Resolutions). This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA
By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
DUBUQUE COUNTY SS: CITY TREASURER'S CERTIFICATE
CITY OF DUBUQUE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____ (Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for	_____ (Minor)
TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____

(Please print or type name and address of Assignee)

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____

_____

_____

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program.

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULE

Date June 1	Amount	Date June 1	Amount
2026	$ 88,000	2036	$117,000
2027	$ 90,000	2037	$120,000
2028	$ 93,000	2038	$123,000
2029	$ 95,000	2039	$127,000
2030	$ 98,000	2040	$131,000
2031	$101,000	2041	$135,000
2032	$104,000	2042	$138,000
2033	$107,000	2043	$142,000
2034	$110,000	2044	$147,000
2035	$113,000	2045	$151,000

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

WATER REVENUE BOND, SERIES 2026

No. R-1 $2,330,000

RATE	MATURITY DATE	BOND DATE
2.90%	June 1, 2045	February 20, 2026

The City of Dubuque (the "City"), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TWO MILLION THREE HUNDRED THIRTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2026, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "System").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on October 20, 2008, and a certain series resolution, adopted on February 2, 2026, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the "Resolutions"), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; Taxable Water Revenue Bond, SRF Series 2025, dated September 12, 2025; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable or secured by the Reserve Fund established in the Outstanding Bond Resolutions (as defined in the Resolutions). This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
DUBUQUE COUNTY SS: CITY TREASURER'S CERTIFICATE
CITY OF DUBUQUE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

_____
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	
			_____	
			(State)	

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____
(Please print or type name and address of Assignee)

_____
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____
_____
_____

_____
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

Date June 1	Amount	Date June 1	Amount
2026	$ 88,000	2036	$117,000
2027	$ 90,000	2037	$120,000
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2030	$ 98,000	2040	$131,000
2031	$101,000	2041	$135,000
2032	$104,000	2042	$138,000
2033	$107,000	2043	$142,000
2034	$110,000	2044	$147,000
2035	$113,000	2045	$151,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Dubuque, Iowa (the "City"), do hereby certify as of February 20, 2026 (the "Dated Date"), that we are now and were at the time of the execution of the City's $2,330,000 Water Revenue Bonds, Series 2026 (the "Series 2026 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a certain master resolution (the "Master Resolution") adopted by the City Council on October 20, 2008, and a certain series resolution (the "Series Resolution" and, together with the Master Resolution, the "Resolutions") adopted by the City Council on February 2, 2026, and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2026 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of $2,330,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolutions and the Agreement.

The Series 2026 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2026 Bond has been executed by the City Treasurer; and the Series 2026 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2026 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "System").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2026 Bond or in any way concerning the validity of the Series 2026 Bond or the power and duty of the City to appropriate and apply the Net Revenues from the operation of the System to the full and prompt payment of the principal of and interest on the Series 2026 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2026 Bond has been repealed or rescinded.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the System, except for the City's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019; Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021; and Taxable Water Revenue Bond, SRF Series 2025, dated September 12, 2025.

We further certify that no board of trustees has been created for the management and control of the System and such management and control are vested in the Council of the City.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2026 Bond has been taken to the district court.

We further certify that all meetings held in connection with the Series 2026 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the "Total Project Costs"), including engineering fees, are currently estimated to be at least $2,330,000.

2. The net sales proceeds of the Series 2026 Bond are $2,330,000 (the "Net Sales Proceeds"), the same being the Issue Price thereof.

3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:

a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City's control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three-Year Temporary Period; and

c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.

6. It is anticipated that the Net Sales Proceeds will be used to finance the costs of the Project and pay costs of issuance. The estimated completion date of the Project is February 7, 2028.

7. The Series 2026 Bond is payable from Net Revenues of the System which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2026 Bond on each June 1 and December 1 and principal of the Series 2026 Bond on each June 1 (the 12-month

period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2026 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

8. The City Council adopted a resolution on September 15, 2025, declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2026 Bond; (ii) costs aggregating an amount not in excess of the lesser of $100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2026 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2026 Bond in the amount of $_____, as set forth in Exhibit A, such amounts having been expended to pay the costs of the Project, and use such amounts to reimburse the City for those expenditures.

9. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")) having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

10. The proceeds of the Series 2026 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2026 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2026 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2026 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City's investment policy. Additionally, if the City does not spend the Series 2026 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another

applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by July 3, 2026. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the 18-Month Exception described below:

18-Month Exception: The 18-Month Exception set forth in Section 1.148-7(d) of the United States Treasury Regulations (the "Regulations") applies to the Net Sales Proceeds. Accordingly, if all Net Sales Proceeds of the Series 2026 Bond are expended at least as quickly as 15% within 6 months from the date of issuance of the Series 2026 Bond, 60% within 12 months and 100% within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Series 2026 Bond allocated to the Project or $250,000 remains unspent as of the end of the eighteenth month, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2026 Bond, including the requirement to invest the proceeds of the Series 2026 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2026 Bond (along with the investment earnings thereon) within the time periods set forth in the 18-Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

11. The City shall make a final allocation of the proceeds of the Series 2026 Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2026 Bond or not later than 60 days after retirement of the Series 2026 Bond.

12. The weighted average maturity of the Series 2026 Bond does not exceed the reasonably expected economic life of the Project.

13. The City intends that it will be the owner of the Project and agrees that it will not use, or suffer or permit to be used by any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity ("Person") by lease or other use agreement, the Project by any Person who is not a "governmental person" as defined in Section 1.141-1 of the Regulations ("governmental person" does not include the federal government), or if such Person is a not a "governmental person" such use meets the requirements set out in Section 1.141-3 of the Regulations, Internal Revenue Service Revenue Procedure 17-13, as amended, and Internal Revenue Service Revenue Procedure 2001-39 (or any applicable successor procedures, rulings or regulations) or is allowable

private activity pursuant to Section 1.141 of the Regulations and Section 141 of the Code (or any applicable successor procedures, rulings or regulations). The City agrees that it will not allow any other user to use or occupy the Project for any purposes which would cause interest on the Series 2026 Bond to be includable in gross income under Section 103 of the Code.

14. There are no other governmental obligations of the City: (i) sold at substantially the same time as the Series 2026 Bond, (ii) sold pursuant to the same plan of financing with the Series 2026 Bond, and (iii) reasonably expected to be paid from substantially the same source of funds as will be used to pay the Series 2026 Bond.

15. The City has not received notice that its certifications may not be relied upon with respect to its own issues, nor has it been advised that the Commissioner of Internal Revenue is contemplating listing the City as a governmental unit whose certifications may not be relied upon with respect to its issues of governmental obligations. The City will maintain detailed records of the expenditure of the proceeds of the Series 2026 Bond and comply with its Post Issuance Compliance Policy.

16. The City covenants and agrees to take such action to make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the rebate requirements contained in Section 148(f) of the Code with respect to the Series 2026 Bond, including any rebate payments. The City agrees to consult with the appropriate auditors or rebate specialists with regard to arbitrage and rebate issues and compliance, including but not limited to determination of rebate liability.

17. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2026 Bond to be an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

18. This certification is made in compliance with the Code and the Regulations and is delivered as part of the transcript of proceedings and accompanying certificates with respect to the Series 2026 Bond.

19. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

IN WITNESS WHEREOF, we have hereunto affixed our hands as of the Dated Date.

CITY OF DUBUQUE, IOWA

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

EXPENDITURES REIMBURSED

LOAN AND DISBURSEMENT AGREEMENT
$2,330,000 WATER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of February 20, 2026, by and between the City of Dubuque, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on February 2, 2026, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Water System" shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of $2,330,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

(a) a completed payment request on a form acceptable to and available from the Issuer;

(b) current construction payment estimates;

(c) engineering service statements;

(d) purchase orders or invoices for items not included within other contracts; and

(e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed $100,000.00) ($11,590), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 2.90% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 3.15%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Section 19. Repayment of Planning and Design Loan. The Participant entered into an Interim Loan and Disbursement Agreement with the Issuer to provide funds to pay the costs of planning and designing the Project. The Participant agrees to repay the Interim Loan and Disbursement Agreement on the date of this Agreement. Unless the Participant notifies the Issuer that the Participant intends to repay the Interim Loan and Disbursement Agreement from other funds, and the Issuer has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount due under the Interim Loan and Disbursement Agreement from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

[Participant Signature Page to LDA]

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

Estimated Amortization Schedule

City of Dubuque
Water Revenue Bond
FS-31-22-DWSRF-025

Loan summary

Loan Closing Date		Feb 20, 2026
Final Disbursement Date		Jul 3, 2026
Final Maturity Date		Jun 1, 2045
Loan Period in Years		20
Total Loaned Amount	$	2,330,000.00
0.5% Initiation Fee		11,590.00
Net Proceeds to Borrower	$	2,318,410.00
Annual Interest Rate		2.90%
Total Interest	$	716,020.65
Servicing Fee Rate		0.25%
Total Servicing Fees	$	61,615.92
Total Loan Costs	$	789,226.57

Estimated Draw Schedule

Initiation Fee -	Feb 20, 2026	11,590.00
P&D Partial Payoff (D0598P) -	Feb 20, 2026	545,108.00
Estimated Draw #1-	Feb 27, 2026	253,328.86
Estimated Draw #2-	Mar 20, 2026	253,328.86
Estimated Draw #3-	Apr 10, 2026	253,328.86
Estimated Draw #4-	May 1, 2026	253,328.86
Estimated Draw #5-	May 22, 2026	253,328.86
Estimated Draw #6-	Jun 12, 2026	253,328.86
Estimated Draw #7-	Jul 3, 2026	253,328.86
Total Loaned Amount		2,330,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2026	1,316,684.57	88,000.00	8,937.28	770.46	97,707.74	97,707.74	1,228,684.57
Dec 1, 2026	2,242,000.00		32,427.37	2,795.46	35,222.83		2,242,000.00
Jun 1, 2027	2,242,000.00	90,000.00	33,785.00	2,802.50	126,587.50	161,810.33	2,152,000.00
Dec 1, 2027	2,152,000.00		31,204.00	2,690.00	33,894.00		2,152,000.00
Jun 1, 2028	2,152,000.00	93,000.00	31,204.00	2,690.00	126,894.00	160,788.00	2,059,000.00
Dec 1, 2028	2,059,000.00		29,855.50	2,573.75	32,429.25		2,059,000.00
Jun 1, 2029	2,059,000.00	95,000.00	29,855.50	2,573.75	127,429.25	159,858.50	1,964,000.00
Dec 1, 2029	1,964,000.00		28,478.00	2,455.00	30,933.00		1,964,000.00
Jun 1, 2030	1,964,000.00	98,000.00	28,478.00	2,455.00	128,933.00	159,866.00	1,866,000.00
Dec 1, 2030	1,866,000.00		27,057.00	2,332.50	29,389.50		1,866,000.00
Jun 1, 2031	1,866,000.00	101,000.00	27,057.00	2,332.50	130,389.50	159,779.00	1,765,000.00
Dec 1, 2031	1,765,000.00		25,592.50	2,206.25	27,798.75		1,765,000.00
Jun 1, 2032	1,765,000.00	104,000.00	25,592.50	2,206.25	131,798.75	159,597.50	1,661,000.00
Dec 1, 2032	1,661,000.00		24,084.50	2,076.25	26,160.75		1,661,000.00
Jun 1, 2033	1,661,000.00	107,000.00	24,084.50	2,076.25	133,160.75	159,321.50	1,554,000.00
Dec 1, 2033	1,554,000.00		22,533.00	1,942.50	24,475.50		1,554,000.00
Jun 1, 2034	1,554,000.00	110,000.00	22,533.00	1,942.50	134,475.50	158,951.00	1,444,000.00
Dec 1, 2034	1,444,000.00		20,938.00	1,805.00	22,743.00		1,444,000.00
Jun 1, 2035	1,444,000.00	113,000.00	20,938.00	1,805.00	135,743.00	158,486.00	1,331,000.00
Dec 1, 2035	1,331,000.00		19,299.50	1,663.75	20,963.25		1,331,000.00
Jun 1, 2036	1,331,000.00	117,000.00	19,299.50	1,663.75	137,963.25	158,926.50	1,214,000.00
Dec 1, 2036	1,214,000.00		17,603.00	1,517.50	19,120.50		1,214,000.00
Jun 1, 2037	1,214,000.00	120,000.00	17,603.00	1,517.50	139,120.50	158,241.00	1,094,000.00
Dec 1, 2037	1,094,000.00		15,863.00	1,367.50	17,230.50		1,094,000.00
Jun 1, 2038	1,094,000.00	123,000.00	15,863.00	1,367.50	140,230.50	157,461.00	971,000.00
Dec 1, 2038	971,000.00		14,079.50	1,213.75	15,293.25		971,000.00
Jun 1, 2039	971,000.00	127,000.00	14,079.50	1,213.75	142,293.25	157,586.50	844,000.00
Dec 1, 2039	844,000.00		12,238.00	1,055.00	13,293.00		844,000.00
Jun 1, 2040	844,000.00	131,000.00	12,238.00	1,055.00	144,293.00	157,586.00	713,000.00
Dec 1, 2040	713,000.00		10,338.50	891.25	11,229.75		713,000.00
Jun 1, 2041	713,000.00	135,000.00	10,338.50	891.25	146,229.75	157,459.50	578,000.00
Dec 1, 2041	578,000.00		8,381.00	722.50	9,103.50		578,000.00
Jun 1, 2042	578,000.00	138,000.00	8,381.00	722.50	147,103.50	156,207.00	440,000.00
Dec 1, 2042	440,000.00		6,380.00	550.00	6,930.00		440,000.00
Jun 1, 2043	440,000.00	142,000.00	6,380.00	550.00	148,930.00	155,860.00	298,000.00
Dec 1, 2043	298,000.00		4,321.00	372.50	4,693.50		298,000.00
Jun 1, 2044	298,000.00	147,000.00	4,321.00	372.50	151,693.50	156,387.00	151,000.00
Dec 1, 2044	151,000.00		2,189.50	188.75	2,378.25		151,000.00
Jun 1, 2045	151,000.00	151,000.00	2,189.50	188.75	153,378.25	155,756.50	0.00

Copyrighted
February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 6.

ITEM TITLE:	Proceedings to Complete Action for the Issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings to complete action required for the $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2 prepared by Bond Counsel and to present a resolution for City Council to adopt entitled “Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions.” **RESOLUTION** Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Old MIll Rd Phase 2 SRF Complete_MVM memo_2026_01_29
2. Old MIll Rd Phase 2 SRF Complete_Staff memo_2026_01_29
3. Proc Series Iss Res (Old Mill Phase II) (Dubuque #19 2025)-v3
4. Bond (Old Mill Phase II) (Dubuque #19 2026)-v1
5. Closing and Tax Final Delivery Certificate (Old Mill Phase II) (Dubuque #19 2026)-v1
6. Sewer Revenue LDA (Old Mill Phase II) (Dubuque #19 2026)-v1
7. Updated Repayment Schedule (1.27) (Dubuque #19 2026)-v1

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: Proceedings to Complete Action for the Issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2

DATE: January 29, 2026

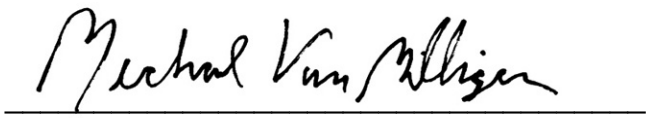
Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings to complete action required for the $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2 prepared by Bond Counsel and to present a resolution for City Council to adopt entitled "Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions."

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing and future development within the City, and to allow for future additional flow from future growth areas.

Once constructed and in service, the 20 MGD Old Mill Road Lift Station will intercept over 80% of the flow which is currently conveyed to the undersized 8 MGD Catfish Creek Lift Station. With the reduction in flow coming from the Catfish Creek Interceptor System (West end of town), the Catfish Creek Lift Station will then be primarily dedicated to the Key West area and the growth areas along US Highway 151/61, to the airport, which is served by the Granger Creek Interceptor Sewer. Currently, IDNR has issued sanitary sewer permits with peak flows totaling approximately 3.5 MGD, for the areas south of town, since 2017. The reduction in flow from the Catfish Creek Interceptor System will provide the Catfish Creek Lift Station with enough capacity to adequately serve the Granger Creek sewer shed into the near future.

The State Revolving Fund loan will have a interest rate of 2.90% plus a servicing fee of 0.25%, a maturity date of June 1, 2046, and will be abated from the sanitary sewer fund.

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
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Complete Action for the Issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2

DATE: January 29, 2026

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings to complete action for the issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2.

BACKGROUND
The older sections of the Catfish Creek Sanitary Sewer (CCSS) that deliver wastewater to the Catfish Creek Pump Station (CCPS) were constructed circa late 1960s. It is common for sanitary sewer pipes to remain in service for 60 years or longer. However, when sizing an interceptor sewer, it is not common to design it to handle predicted flows more than 50 years into the future, most often a 25-year timespan is considered. The CCPS was last upgraded in 1995 based on predicting growth over the next 20-30 years, consistent with a 25-year life for a lift station.

Despite challenges due to terrain (i.e. steep slopes, bluffs, shallow rock, etc.), the City has experienced significant growth within the Catfish Creek sewer shed in the last 20 years. Based on land use mapping in GIS,and only considering development that has occurred over the last twenty years, within the tributary area, the design flow to the CCSS and the CCPS has grown by 6.5 MGD (million gallons per day) since the pump station was last upgraded in 1995 to a capacity of 8.0 MGD.

Due to potential development area within the CCSS tributary area, the City hired Strand Associates, Inc. (Strand) in late 2018 to develop a better understanding of the hydraulic capacity of the Catfish Creek Sanitary Sewer collection system. The analysis of the CCSS and the CCPS involved the implementation of a flow metering program and the development of a sanitary sewer model. One of the things that the computer model revealed is that some

wet weather events will result in the flow rising above the top of the pipe, at certain locations, such that the sanitary system becomes pressurized which is an indicator of possible SSO's

In late December of 2020, Strand provided the City with final drafts of both the study, for Catfish Creek Sanitary Sewer collection system, and a more focused technical memo which evaluated the effect of adding new industrial flow to the existing system.

On January 4, 2021, a State Revolving Fund (SRF) Planning and Design Loan Intended Use Plan (IUP) application in the amount of $350,000 was submitted to the State for the "Catfish Creek Lift Station & Force Main Project (that) involves system improvements to address wet-weather related overflows at the Catfish Creek Lift Station and provide capacity for future development within the Catfish Creek sewer shed".

On April 28, 2021, the City authorized Strand Task Order One, which provided for the development of a facility plan and design of the Old Mill road lift station to a 30% level. This level of design provided the City with a basis of design, a refined cost estimate, and the necessary information to allow the City to submit a facility Plan to IDNR to begin the SRF construction loan process. The 30% design followed the recommended improvement option identified in the January 7, 2021, memo regarding the results of the Catfish Creek Sanitary Sewer Interceptor system study, which evaluated the existing system capacity and identified improvements to ensure that it has adequate capacity for existing developments and for growth throughout the tributary area.

The City of Dubuque submitted a facility plan to Iowa Department of Natural Resources (IDNR), in May of 2021, for the construction of a 20 MGD sanitary sewer lift station and 30" dual force mains. The facility plan is based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that transport sewage to the Water Resource Recovery Center (WRRC). Several options were considered, and the City chose to proceed with the design and construction of the Old Mill Road Lift Station and Force Main Project, a recommended option. At the June 7, 2021, the City Council meeting, the City Council approved the facility plan and IUP application for the Old Mill Rd. Lift Station and Force Main Project.

Part of the SRF process is to complete an environmental review for the effected project area, which is conducted by IDNR staff along with other state agencies. One of the items that is looked at is the history of the area to determine the historical significance of the area, if any. The Office of the State Archaeologist (OSA) conducted a phase I archaeological study, due to a portion of the project alignment running through the old Town of Rockdale. Some artifacts, from the settlement, were recovered and it was determined that a more in-depth phase II study was warranted. OSA and the State Historic Preservation Office (SHPO) directed the City to complete a Phase II archeological study. Due to the results of the phase II study, it was determined that an alternate alignment needed to be evaluated to avoid the Town of Rockdale. Once the alternate alignment was selected, a second phase II archeological study was completed for the alternate alignment. The alternate alignment was cleared by SHPO and the design was able to be completed for the entire project.

Due to available funding and the funding being spread over five fiscal years, a revised facility plan was submitted in May of 2024, that split the project into two phases. The first phase being the lift station and site development and the second phase being the force main, from the lift station to WRRC, along with the force main structures. The revised facility plan was approved by IDNR in June of 2024. The phased approach allowed the City to begin with the longest duration portion of the project, currently under construction, and start the second phase of the project a year later, when the remainder of the funding becomes available in FY26 and FY27. The completion for both phases is December 18, 2026.

DISCUSSION

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing and future development within the City, and to allow for future additional flow from future growth areas.

Once constructed and in service, the 20 MGD Old Mill Road Lift Station will intercept over 80% of the flow which is currently conveyed to the undersized 8 MGD Catfish Creek Lift Station. With the reduction in flow coming from the Catfish Creek Interceptor System (West end of town), the Catfish Creek Lift Station will then be primarily dedicated to the Key West area and the growth areas along US Highway 151/61, to the airport, which is served by the Granger Creek Interceptor Sewer. Currently, IDNR has issued sanitary sewer permits with peak flows totaling approximately 3.5 MGD, for the areas south of town, since 2017. The reduction in flow from the Catfish Creek Interceptor System will provide the Catfish Creek Lift Station with enough capacity to adequately serve the Granger Creek sewer shed into the near future.

The State Revolving Fund loan will have a interest rate of 2.90% plus a servicing fee of 0.25%, a maturity date of June 1, 2046, and will be abated from the sanitary sewer fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolutions to complete the action required on the $14,643,000 in Sewer Revenue Bonds, Series 2026 (State Revolving Loan Fund Program) for the Old Mill Road Lift Station Project – Phase II.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

MINUTES OF MEETING TO APPROVE SERIES RESOLUTION FOR SERIES 2026 BONDS

430411-19 (Old Mill Phase II)

Dubuque, Iowa

February 2, 2026

The City Council of the City of Dubuque, Iowa, met on February 2, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

• • Other Business• •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

• • • •

On motion and vote, the meeting adjourned.

RESOLUTION NO. ___

Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions

WHEREAS, the City of Dubuque (the "City" and sometimes hereinafter referred to as the "Issuer"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "System") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the System are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $15,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the System (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

WHEREAS, the City proposes to issue Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds") to the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender"), in order to pay the costs of the Project; and

WHEREAS, the City is authorized and empowered by Chapter 384 of the Code of Iowa (the "Act") to borrow money for the System, and the City Council has adopted a master resolution (the "Master Resolution") on December 15, 2008, authorizing the issuance from time to time of Senior Bonds, including Senior SRF Bonds (each as defined in the Master Resolution); and

WHEREAS, Section 8.3 of the Master Resolution authorizes the Council to adopt a Series Resolution (as defined in the Master Resolution) to provide for the issuance of Senior Bonds, and this Series Resolution constitutes a Series Resolution under the Master Resolution; and

WHEREAS, for the purposes of this issuance, the Series 2026 Bonds shall be deemed to be Senior SRF Bonds; and

WHEREAS, the obligations of the Issuer under the Series 2026 Bonds and the Agreement shall be payable solely and only from the Net Revenues of the System and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Lender and to issue the Series 2026 Bonds in evidence thereof in the principal amount of $14,643,000;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. Definitions. Terms used herein and not defined herein shall have the meaning given to them in this Series Resolution and the Master Resolution unless the text expressly or by necessary implication requires otherwise:

"Agreement" means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2026 Bonds.

"Bonds" or "Series 2026 Bonds" means the $14,643,000 Sewer Revenue Bonds, Series 2026, in one or more series.

"Closing Date" shall mean the date of delivery of the Series 2026 Bonds, anticipated to be February 20, 2026, with any final changes to such date as set forth in the Agreement.

"Loan" shall mean the loan made pursuant to the Agreement and evidenced by the Series 2026 Bonds.

"Agreement" means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2026 Bonds.

"Senior Bond Issuance Documents" means a Supplemental Resolution, Obligation Issuance Documents, indenture or other document, as the case may be, authorizing and issuing a series of Senior Bonds, including Senior SRF Bonds.

"Series 2013 Note Resolutions" shall mean the resolutions authorizing the issuance of the Issuer's outstanding Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013, and Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013, which shall be recognized as Series Resolutions.

"Paying Agent" shall mean the City Treasurer, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Series 2026 Bonds. Unless otherwise specified, the Registrar shall also act as the Paying Agent for the Series 2026 Bonds.

"Series 2026 Sinking Fund" means the fund by that name created pursuant to Section 14 hereof.

"Series Resolution" or "Resolution" means this resolution.

Section 2. Loan Authorization; Authorization for Execution and Delivery of Documents. Following the adoption of this Series Resolution and pursuant to Chapter 384 of the Code of Iowa, the City Council is hereby authorized to execute and deliver the Agreement with the Lender in the form which has been placed on file with the Council providing for a Loan in the aggregate principal amount of $14,643,000 for the purpose or purposes set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Issuer in the form presented to the Council, with final terms as determined by the Council and the Lender.

The Mayor, City Clerk and City Treasurer are each authorized to execute and deliver the Series 2026 Bonds, any and all agreements, documents and instruments required related to the issuance of the Series 2026 Bonds and to carry out the purposes set forth in this Series Resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. Appointment of Registrar/Paying Agent. The City Treasurer is hereby designated as the Registrar and Paying Agent for the Series 2026 Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent" in such capacities.

Section 4. Source of Payment of the Series 2026 Bonds. The Series 2026 Bonds, when issued, will be Senior SRF Bonds under the Master Resolution and shall be payable solely from the Net Revenues of the System, and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution.

Section 5. Series 2026 Bonds Details; Form of Series 2026 Bonds. The Series 2026 Bonds are hereby authorized to be issued in evidence of the obligation of the Issuer under the Agreement, in the aggregate principal amount of $14,643,000, to be dated the Closing Date, and bearing interest from the date of each advancement made at the rate of 2.90% per annum (or at such lower rate as agreed upon by the Lender and set forth in the Series 2026 Bonds and the Agreement) until payment thereof, as set forth in Exhibit A attached to the Agreement. To the extent that the Lender determines a lower rate of interest is available for the Series 2026 Bonds after the adoption of this Series Resolution, the Mayor and City Clerk, with advice from bond counsel and/or a municipal financial advisor, are hereby authorized to: (i) make such changes to the Agreement, the Series 2026 Bonds and any related transactional documents as are necessary to give effect to the lower rate of interest without modification to the principal installment schedule contemplated herein; and (ii) to execute and deliver such modified documents on behalf of the Issuer.

The Series 2026 Bonds may be in the denominations of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $14,643,000 and numbered R-1.

The Series 2026 Bonds are subject to optional redemption by the Issuer at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Series 2026 Bonds by the Issuer may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Series 2026 Bonds). The Series 2026 Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Accrued interest on the Series 2026 Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2026. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2026 Bonds shall be made to the registered owners appearing on the registration books of the Issuer at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2026 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Series 2026 Bonds shall be executed on behalf of the Issuer with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Series 2026 Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Series 2026 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2026 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

If applicable pursuant to the Agreement, in addition to the payment of principal of and interest on the Series 2026 Bonds, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Series 2026 Bonds shall be in substantially the form attached as Exhibit A hereto.

Section 6. Registration of Series 2026 Bonds; Designation of Registrar; Transfer; Ownership; Delivery; and Cancellation. The provisions of Section 2.4 of the Master Resolution, which contains covenants relating to the registration, transfer, delivery, and cancellation of Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Bond. The provisions of Section 2.5 of the Master Resolution, contains covenants relating to the reissuance of mutilated, destroyed, stolen, or lost Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds. .

Section 8. Application of Loan Proceeds. The loan proceeds to be received under the Agreement (the "Loan Proceeds") shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The Issuer shall keep a detailed and segregated

accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Code (as defined in the Master Resolution).

Section 9. Ratification of Master Resolution. All provisions of the Master Resolution are hereby ratified and confirmed, and are incorporated herein and certain provisions thereof are modified as applicable to the Series 2026 Bonds as provided herein.

Section 10. Rates and Charges; Independent Consultant. There have heretofore been established as required by law, just and equitable fees, rates and charges for the use of the services rendered by the System. As provided in Section 7.1 of the Master Resolution, so long as the Series 2026 Bonds are outstanding and unpaid, the Net Revenues of the System shall be sufficient in each Fiscal Year to (i) provide for 100% of the Maintenance Expenses of the System, (ii) equal at least 110% of the Debt Service Requirement, (iii) enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund, the Subordinate Bond Fund (if any), and the Rebate Fund, (iv) enable the Issuer to accumulate an amount which, in the judgement of the Council, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as required by any governmental agency having jurisdiction over the System, and (v) remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution or any Series Resolution.

Section 11. Equality of Lien on Net Revenues. As provided in the Master Resolution, the timely payment of principal of and interest on the outstanding Series 2026 Bonds shall be secured equally and ratably with other Senior Bonds by the Net Revenues of the System without priority by reason of number or time of sale or delivery.

Section 12. Establishment of Funds; Series 2026 Bond Sinking Fund; Debt Service Reserve Fund. The provisions of Article 6 of the Master Resolution, which provide for the establishment of the Revenue Fund, the Operation and Maintenance Fund, the Bond Principal and Interest Fund (the "Sinking Fund"), the Debt Service Reserve Fund, the Subordinate Bond Fund, the Surplus Fund, and the Rebate Fund, are hereby ratified and confirmed.

Series 2026 Bond Sinking Fund. From and after the issuance of the Series 2026 Bonds and as long as the Series 2026 Bonds are outstanding, the Issuer shall establish and maintain a separate fund to be known as the Series 2026 Bond Sinking Fund. The Issuer shall transfer amounts on deposit in the Revenue Fund into the Series 2026 Bond Sinking Fund for the payment of interest and principal of the Series 2026 Bonds, on the 1st day of each month commencing on the 1st day of the month immediately succeeding the date of issuance and delivery of any of the Series 2026 Bonds in equal monthly amounts which, together with other monthly amounts made pursuant hereto, will be sufficient to pay principal of and interest on the Series 2026 Bonds due on the next succeeding date which principal of and/or interest on such Series 2026 Bonds are due and payable. If for any reason the amount on deposit in the Series 2026 Bond Sinking Fund exceeds the required amount, the excess shall be forthwith withdrawn therefrom by the Issuer and deposited into the Revenue Fund. If for any reason the amount on deposit in the Series 2026 Bond Sinking Fund is less than the required amount, the deficit shall forthwith be made up by the Issuer from available funds on deposit in the Revenue Fund as provided in Section 6.5 of the Master Resolution.

Money in the Series 2026 Bond Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Series 2026 Bonds as the same may become due and payable.

Debt Service Reserve Fund. The provisions of Section 6.6 of the Master Resolution with respect to the Debt Service Reserve Fund are hereby recognized. The Series 2026 Bonds shall be issued as Senior SRF Bonds, and the Issuer shall not be required to make any payments into the Debt Service Reserve Fund under the provisions of this Resolution. The Series 2026 Bonds shall not be secured by or payable from amounts held in the Debt Service Reserve Fund, and the holders of the Series 2026 Bonds shall have no rights against the Debt Service Reserve Fund so long as any Senior Bonds secured by the Debt Service Reserve Fund remain outstanding.

Section 13. Investment of Funds. Section 6.11 of the Master Resolution contains covenants relating to the investment of funds.

All income derived from such investments shall be credited to the fund from which such investments were made. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 14. Restrictions on the Incurrence of Senior Bonds. As set forth in Section 8.3 of the Master Resolution, as amended, and Section 21 of the Series 2013 Note Resolutions, as amended, bonds (including refunding bonds which do not meet the requirements of Section 8.2 of the Master Resolution) may also be issued on a parity with the Senior Bonds pursuant to a Series Resolution, and the bonds so issued shall constitute Senior Bonds. Any Senior Bonds shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the System, regardless of the time or times of the issuance of such Senior Bonds, it being the intention of the Issuer that there shall be no priority among the Senior Bonds, regardless of the fact that they may have been actually issued and delivered at different times. The Issuer hereby reserves the right and privilege of issuing Senior Bonds without restriction.

Section 15. Covenants Regarding Operation of the System. Section 7.2 of the Master Resolution contains covenants relating to operation of the System.

Section 16. Events of Default; Remedies The provisions of Article 10 of the Master Resolution, which contain covenants relating to events of default and remedies, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 17. Additional Covenants, Representations and Warranties of the Issuer; Disposition of Proceeds. The Issuer certifies and covenants that the Issuer through its officers, will (a) make such further specific covenants, representations and assurances as may be necessary or advisable; (b) file such forms, statements and supporting documents as may be required and in a timely manner; and (c) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance. Any and all of the officers of the Issuer and the System are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 18. Discharge and Satisfaction of Series 2026 Bonds. The provisions of Section 9.1 of the Master Resolution, which contains covenants relating to the discharge and satisfaction of Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 19. Resolution a Contract. The provisions of this Series Resolution shall constitute a contract among the Issuer and the owners of the Series 2026 Bonds, and after the issuance of the Series 2026 Bonds, no change, variation or alteration of any kind in the provisions of this Series Resolution shall be made in any manner, except as provided in Section 22 or Section 23 hereof, until such time as the Series 2026 Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Series Resolution.

Section 20. Modification of Resolution Not Requiring the Consent of Owners of Series 2026 Bonds. The provisions of Section 11.1 of the Master Resolution, which contains covenants relating to amendment of the Resolution without consent of the holders of the Series 2026 Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 21. Modification of Series Resolution Requiring Consent of Owners of Series 2026 Bonds. The provisions of Section 11.2 of the Master Resolution, which contains covenants relating to amendment of the Resolution with the consent of the holders of the Series 2026 Bonds, are hereby ratified and confirmed with respect to the Series 2026 Bonds.

Section 22. Tax Exemption. It is the intention of the Issuer that interest on the Series 2026 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the Issuer covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2026 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the Issuer are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 23. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 24. Effective Date. This Series Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 25. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Adopted and approved this February 2, 2026.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Agreement and the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 of the City evidencing the City's obligation under the Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Series 2026 Bonds.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the City did heretofore establish a Municipal Sanitary Sewer System (hereinafter referred to as the "System"), that the management and control of the System are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such System.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such System and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such System, except for the City's outstanding Sewer Revenue Capital Loan Notes, Series 2009A, dated January 14, 2009; Sewer Revenue Capital Loan Notes, Series 2010A, dated January 13, 2010; Sewer Revenue Capital Loan Notes, Series 2010E, dated August 18, 2010; Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013; Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013; Sewer Revenue Capital Loan Notes, Series 2019, dated March 18, 2019; Sewer Revenue Capital Loan Notes, Series 2023A, dated March 3, 2023; Sewer Revenue Bond, SRF Series 2024, dated September 20, 2024; Sewer Revenue Bond, SRF Series 2025, dated February 7, 2025; and the Series 2026 Bonds currently being issued by the City.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

EXHIBIT A

Form of Series 2026 Bond

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE BOND, SERIES 2026

No. R-1 $14,643,000

RATE	MATURITY DATE	BOND DATE
2.90%	June 1, 2046	February 20, 2026

The City of Dubuque (the "City"), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FOURTEEN MILLION SIX HUNDRED FORTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2027, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2046. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "System").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on December 15, 2008, and a certain series resolution, adopted on February 2, 2026, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the "Resolutions"), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Capital Loan Notes, Series 2009A, dated January 14, 2009; Sewer Revenue Capital Loan Notes, Series 2010A, dated January 13, 2010; Sewer Revenue Capital Loan Notes, Series 2010E, dated August 18, 2010; Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013; Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013; Sewer Revenue Capital Loan Notes, Series 2019, dated March 18, 2019; Sewer Revenue Capital Loan Notes, Series 2023A, dated March 3, 2023; Sewer Revenue Bond, SRF Series 2024, dated September 20, 2024; Sewer Revenue Bond, SRF Series 2025, dated February 7, 2025; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA
By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
DUBUQUE COUNTY SS: CITY TREASURER'S CERTIFICATE
CITY OF DUBUQUE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____ (Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for	_____ (Minor)
TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____

(Please print or type name and address of Assignee)

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____

_____

_____

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program.

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

Date June 1	Amount	Date June 1	Amount
2027	$536,000	2037	$732,000
2028	$554,000	2038	$755,000
2029	$571,000	2039	$779,000
2030	$589,000	2040	$803,000
2031	$608,000	2041	$828,000
2032	$627,000	2042	$855,000
2033	$646,000	2043	$882,000
2034	$667,000	2044	$909,000
2035	$688,000	2045	$938,000
2036	$709,000	2046	$967,000

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE BOND, SERIES 2026

No. R-1 $14,643,000

RATE	MATURITY DATE	BOND DATE
2.90%	June 1, 2046	February 20, 2026

The City of Dubuque (the "City"), in Dubuque County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FOURTEEN MILLION SIX HUNDRED FORTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2026, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2027, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2046. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "System").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a certain master resolution, adopted on December 15, 2008, and a certain series resolution, adopted on February 2, 2026, authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (together, the "Resolutions"), and reference is hereby made to the Resolutions and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Sewer Revenue Capital Loan Notes, Series 2009A, dated January 14, 2009; Sewer Revenue Capital Loan Notes, Series 2010A, dated January 13, 2010; Sewer Revenue Capital Loan Notes, Series 2010E, dated August 18, 2010; Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013; Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013; Sewer Revenue Capital Loan Notes, Series 2019, dated March 18, 2019; Sewer Revenue Capital Loan Notes, Series 2023A, dated March 3, 2023; Sewer Revenue Bond, SRF Series 2024, dated September 20, 2024; Sewer Revenue Bond, SRF Series 2025, dated February 7, 2025; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolutions, are payable solely and only out of the future Net Revenues (as defined in the Resolutions) of the System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
DUBUQUE COUNTY SS: CITY TREASURER'S CERTIFICATE
CITY OF DUBUQUE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

_____
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____ (Custodian)
TEN ENT	-	as tenants by the entireties		
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____ (Minor)
			under Uniform Transfers to Minors Act	
				_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____
(Please print or type name and address of Assignee)

_____
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____
_____
_____

_____
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

Date June 1	Amount	Date June 1	Amount
2027	$536,000	2037	$732,000
2028	$554,000	2038	$755,000
2029	$571,000	2039	$779,000
2030	$589,000	2040	$803,000
2031	$608,000	2041	$828,000
2032	$627,000	2042	$855,000
2033	$646,000	2043	$882,000
2034	$667,000	2044	$909,000
2035	$688,000	2045	$938,000
2036	$709,000	2046	$967,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Dubuque, Iowa (the "City"), do hereby certify as of February 20, 2026 (the "Dated Date"), that we are now and were at the time of the execution of the City's $14,643,000 Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a certain master resolution (the "Master Resolution") adopted by the City Council on December 15, 2008, and a certain series resolution (the "Series Resolution" and, together with the Master Resolution, the "Resolutions") adopted by the City Council on February 2, 2026, and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2026 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of $14,643,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolutions and the Agreement.

The Series 2026 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2026 Bond has been executed by the City Treasurer; and the Series 2026 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2026 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "System").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2026 Bond or in any way concerning the validity of the Series 2026 Bond or the power and duty of the City to appropriate and apply the Net Revenues from the operation of the System to the full and prompt payment of the principal of and interest on the Series 2026 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2026 Bond has been repealed or rescinded.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the System, except for the City's outstanding Sewer Revenue Capital Loan Notes, Series 2009A, dated January 14, 2009; Sewer Revenue Capital Loan Notes, Series 2010A, dated January 13, 2010; Sewer Revenue Capital Loan Notes, Series 2010E, dated August 18, 2010; Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013; Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013; Sewer Revenue Capital Loan Notes, Series 2019, dated March 18, 2019; Sewer Revenue Capital Loan Notes, Series 2023A, dated March 3, 2023; Sewer Revenue Bond, SRF Series 2024, dated September 20, 2024; and Sewer Revenue Bonds, SRF Series 2025, dated February 7, 2025.

We further certify that no board of trustees has been created for the management and control of the System and such management and control are vested in the Council of the City.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2026 Bond has been taken to the district court.

We further certify that all meetings held in connection with the Series 2026 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the "Total Project Costs"), including engineering fees, are currently estimated to be at least $14,643,000.

2. The net sales proceeds of the Series 2026 Bond are $14,643,000 (the "Net Sales Proceeds"), the same being the Issue Price thereof.

3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:

a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City's control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three-Year Temporary Period; and

c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.

6. It is anticipated that the Net Sales Proceeds will be used to finance the costs of the Project and pay costs of issuance. The estimated completion date of the Project is February 7, 2028.

7. The Series 2026 Bond is payable from Net Revenues of the System which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2026 Bond on each June 1 and December 1 and principal of the Series 2026 Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2026 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

8. The City Council adopted a resolution on June 2, 2025, declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2026 Bond; (ii) costs aggregating an amount not in excess of the lesser of $100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2026 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2026 Bond in the amount of $_____, as set forth in Exhibit A, such amounts having been expended to pay the costs of the Project, and use such amounts to reimburse the City for those expenditures.

9. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")) having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

10. The proceeds of the Series 2026 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2026 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2026 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2026 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the

City and the City's investment policy. Additionally, if the City does not spend the Series 2026 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by January 1, 2027. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the 18-Month Exception described below:

18-Month Exception: The 18-Month Exception set forth in Section 1.148-7(d) of the United States Treasury Regulations (the "Regulations") applies to the Net Sales Proceeds. Accordingly, if all Net Sales Proceeds of the Series 2026 Bond are expended at least as quickly as 15% within 6 months from the date of issuance of the Series 2026 Bond, 60% within 12 months and 100% within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Series 2026 Bond allocated to the Project or $250,000 remains unspent as of the end of the eighteenth month, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2026 Bond, including the requirement to invest the proceeds of the Series 2026 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2026 Bond (along with the investment earnings thereon) within the time periods set forth in the 18-Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

11. The City shall make a final allocation of the proceeds of the Series 2026 Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2026 Bond or not later than 60 days after retirement of the Series 2026 Bond.

12. The weighted average maturity of the Series 2026 Bond does not exceed the reasonably expected economic life of the Project.

13. The City intends that it will be the owner of the Project and agrees that it will not use, or suffer or permit to be used by any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity ("Person") by lease or other use agreement, the Project by any Person who is not a "governmental person" as defined in Section 1.141-1 of the Regulations ("governmental person" does not include the federal government), or if such Person is a not a "governmental person" such use meets the requirements set out in Section 1.141-3 of the Regulations, Internal

Revenue Service Revenue Procedure 17-13, as amended, and Internal Revenue Service Revenue Procedure 2001-39 (or any applicable successor procedures, rulings or regulations) or is allowable private activity pursuant to Section 1.141 of the Regulations and Section 141 of the Code (or any applicable successor procedures, rulings or regulations). The City agrees that it will not allow any other user to use or occupy the Project for any purposes which would cause interest on the Series 2026 Bond to be includable in gross income under Section 103 of the Code.

14. There are no other governmental obligations of the City: (i) sold at substantially the same time as the Series 2026 Bond, (ii) sold pursuant to the same plan of financing with the Series 2026 Bond, and (iii) reasonably expected to be paid from substantially the same source of funds as will be used to pay the Series 2026 Bond.

15. The City has not received notice that its certifications may not be relied upon with respect to its own issues, nor has it been advised that the Commissioner of Internal Revenue is contemplating listing the City as a governmental unit whose certifications may not be relied upon with respect to its issues of governmental obligations. The City will maintain detailed records of the expenditure of the proceeds of the Series 2026 Bond and comply with its Post Issuance Compliance Policy.

16. The City covenants and agrees to take such action to make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the rebate requirements contained in Section 148(f) of the Code with respect to the Series 2026 Bond, including any rebate payments. The City agrees to consult with the appropriate auditors or rebate specialists with regard to arbitrage and rebate issues and compliance, including but not limited to determination of rebate liability.

17. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2026 Bond to be an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

18. This certification is made in compliance with the Code and the Regulations and is delivered as part of the transcript of proceedings and accompanying certificates with respect to the Series 2026 Bond.

19. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

IN WITNESS WHEREOF, we have hereunto affixed our hands as of the Dated Date.

CITY OF DUBUQUE, IOWA

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

EXPENDITURES REIMBURSED

LOAN AND DISBURSEMENT AGREEMENT
$14,643,000 SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of February 20, 2026, by and between the City of Dubuque, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 90 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on February 2, 2026, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of $14,643,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

(a) a completed payment request on a form acceptable to and available from the Issuer;

(b) current construction payment estimates;

(c) engineering service statements;

(d) purchase orders or invoices for items not included within other contracts; and

(e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of

redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed $100,000.00) ($72,850), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 2.90% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 3.15%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System,

which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or

the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

[Participant Signature Page to LDA]

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A

ESTIMATED DISBURSEMENTS AND DEBT SERVICE REPAYMENT SCHEDULE

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

Estimated Amortization Schedule

City of Dubuque
Sewer Revenue Bond
CS1921034 (2)

SRF STATE REVOLVING FUND

Loan summary

Loan Closing Date		Feb 20, 2026
Final Disbursement Date		Jan 1, 2027
Final Maturity Date		Jun 1, 2046
Loan Period in Years		20
Total Loaned Amount	$	14,643,000.00
0.5% Initiation Fee		72,850.00
Net Proceeds to Borrower	$	14,570,150.00
Annual Interest Rate		2.90%
Total Interest	$	4,829,200.63
Servicing Fee Rate		0.25%
Total Servicing Fees	$	416,310.40
Total Loan Costs	$	5,318,361.03

Estimated Draw Schedule

Initiation Fee -	Feb 20, 2026	72,850.00
P & D Payoff -	Feb 20, 2026	-
Estimated Draw #1-	Feb 20, 2026	1,457,015.00
Estimated Draw #2-	Mar 27, 2026	1,457,015.00
Estimated Draw #3-	May 1, 2026	1,457,015.00
Estimated Draw #4-	Jun 5, 2026	1,457,015.00
Estimated Draw #5-	Jul 10, 2026	1,457,015.00
Estimated Draw #6-	Aug 14, 2026	1,457,015.00
Estimated Draw #7-	Sep 18, 2026	1,457,015.00
Estimated Draw #8-	Oct 23, 2026	1,457,015.00
Estimated Draw #9-	Nov 27, 2026	1,457,015.00
Estimated Draw #10-	Jan 1, 2027	1,457,015.00
Total Loaned Amount		14,643,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2026	2,986,880.00	0.00	19,958.87	1,720.59	21,679.46	21,679.46	2,986,880.00
Dec 1, 2026	11,728,970.00		130,750.90	11,271.63	142,022.53		11,728,970.00
Jun 1, 2027	14,643,000.00	536,000.00	209,271.86	18,040.68	763,312.54	905,335.07	14,107,000.00
Dec 1, 2027	14,107,000.00		204,551.50	17,633.75	222,185.25		14,107,000.00
Jun 1, 2028	14,107,000.00	554,000.00	204,551.50	17,633.75	776,185.25	998,370.50	13,553,000.00
Dec 1, 2028	13,553,000.00		196,518.50	16,941.25	213,459.75		13,553,000.00
Jun 1, 2029	13,553,000.00	571,000.00	196,518.50	16,941.25	784,459.75	997,919.50	12,982,000.00
Dec 1, 2029	12,982,000.00		188,239.00	16,227.50	204,466.50		12,982,000.00
Jun 1, 2030	12,982,000.00	589,000.00	188,239.00	16,227.50	793,466.50	997,933.00	12,393,000.00
Dec 1, 2030	12,393,000.00		179,698.50	15,491.25	195,189.75		12,393,000.00
Jun 1, 2031	12,393,000.00	608,000.00	179,698.50	15,491.25	803,189.75	998,379.50	11,785,000.00
Dec 1, 2031	11,785,000.00		170,882.50	14,731.25	185,613.75		11,785,000.00
Jun 1, 2032	11,785,000.00	627,000.00	170,882.50	14,731.25	812,613.75	998,227.50	11,158,000.00
Dec 1, 2032	11,158,000.00		161,791.00	13,947.50	175,738.50		11,158,000.00
Jun 1, 2033	11,158,000.00	646,000.00	161,791.00	13,947.50	821,738.50	997,477.00	10,512,000.00
Dec 1, 2033	10,512,000.00		152,424.00	13,140.00	165,564.00		10,512,000.00
Jun 1, 2034	10,512,000.00	667,000.00	152,424.00	13,140.00	832,564.00	998,128.00	9,845,000.00
Dec 1, 2034	9,845,000.00		142,752.50	12,306.25	155,058.75		9,845,000.00
Jun 1, 2035	9,845,000.00	688,000.00	142,752.50	12,306.25	843,058.75	998,117.50	9,157,000.00
Dec 1, 2035	9,157,000.00		132,776.50	11,446.25	144,222.75		9,157,000.00
Jun 1, 2036	9,157,000.00	709,000.00	132,776.50	11,446.25	853,222.75	997,445.50	8,448,000.00
Dec 1, 2036	8,448,000.00		122,496.00	10,560.00	133,056.00		8,448,000.00
Jun 1, 2037	8,448,000.00	732,000.00	122,496.00	10,560.00	865,056.00	998,112.00	7,716,000.00
Dec 1, 2037	7,716,000.00		111,882.00	9,645.00	121,527.00		7,716,000.00
Jun 1, 2038	7,716,000.00	755,000.00	111,882.00	9,645.00	876,527.00	998,054.00	6,961,000.00
Dec 1, 2038	6,961,000.00		100,934.50	8,701.25	109,635.75		6,961,000.00
Jun 1, 2039	6,961,000.00	779,000.00	100,934.50	8,701.25	888,635.75	998,271.50	6,182,000.00
Dec 1, 2039	6,182,000.00		89,639.00	7,727.50	97,366.50		6,182,000.00
Jun 1, 2040	6,182,000.00	803,000.00	89,639.00	7,727.50	900,366.50	997,733.00	5,379,000.00
Dec 1, 2040	5,379,000.00		77,995.50	6,723.75	84,719.25		5,379,000.00
Jun 1, 2041	5,379,000.00	828,000.00	77,995.50	6,723.75	912,719.25	997,438.50	4,551,000.00
Dec 1, 2041	4,551,000.00		65,989.50	5,688.75	71,678.25		4,551,000.00
Jun 1, 2042	4,551,000.00	855,000.00	65,989.50	5,688.75	926,678.25	998,356.50	3,696,000.00
Dec 1, 2042	3,696,000.00		53,592.00	4,620.00	58,212.00		3,696,000.00
Jun 1, 2043	3,696,000.00	882,000.00	53,592.00	4,620.00	940,212.00	998,424.00	2,814,000.00
Dec 1, 2043	2,814,000.00		40,803.00	3,517.50	44,320.50		2,814,000.00
Jun 1, 2044	2,814,000.00	909,000.00	40,803.00	3,517.50	953,320.50	997,641.00	1,905,000.00
Dec 1, 2044	1,905,000.00		27,622.50	2,381.25	30,003.75		1,905,000.00
Jun 1, 2045	1,905,000.00	938,000.00	27,622.50	2,381.25	968,003.75	998,007.50	967,000.00
Dec 1, 2045	967,000.00		14,021.50	1,208.75	15,230.25		967,000.00
Jun 1, 2046	967,000.00	967,000.00	14,021.50	1,208.75	982,230.25	997,460.50	0.00

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February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 7.

ITEM TITLE:	Ordinance Updates following State v. Pagliai
SUMMARY:	City Manager recommending City Council adopt the updates to Ordinance sections 1-4-1 and 1-4-2 to add provisions allowing for the assessment of court costs on dismissed cases. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 1 Administration, Chapter 1 General Penalty Section 1 General Penalty And Section 2 Civil Penalty
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo
2. 20260126 Pagliai Memo
3. Ordinance_General Penalty_Court Costs_01-20-2026

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: Ordinance Updates following State v. Pagliai

DATE: January 29, 2026

Assistant City Attorney Jason Lehman is recommending City Council adopt the updates to Ordinance sections 1-4-1 and 1-4-2 to add provisions allowing for the assessment of court costs on dismissed cases.

A recent decision by the Iowa Supreme Court impacts the City's prosecution of simple misdemeanor and traffic cases. This recommendation updates the city ordinance to comply with the Court's ruling while maintaining prosecutorial discretion and minimizing the burden on taxpayers.

On January 9, 2026, the Court ruled that district courts lack statutory authority to assess court costs against defendants in criminal or traffic cases when those cases are dismissed. The Supreme Court decision directly affects the City's prosecution of traffic offenses and simple misdemeanors. Plea agreements regarding those offenses have been common practice throughout the state, including in cases prosecuted by the City of Dubuque, as well as those prosecuted by Dubuque County. A common plea agreement would require the defendant to complete a defensive driving course through a certified provider in exchange for dismissal of the citation at the defendant's costs. In that situation, the traffic citation would be dismissed, and the defendant would be billed $55 from the Clerk of Court for court costs. As the law currently stands, the City would have to pay those court costs.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jason Lehman, Assistant City Attorney

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: Jason D. Lehman, Assistant City Attorney

DATE: January 26, 2026

RE: Ordinance Updates following *State v. Pagliai*

INTRODUCTION

This memorandum discusses a recent decision Iowa Supreme Court (the "Court") which impacts the City's prosecution of simple misdemeanor and traffic cases and proposes ordinance updates to comply with the Court's ruling while maintaining prosecutorial discretion and minimizing the burden on taxpayers.

BACKGROUND

On January 9, 2026, the Court ruled that district courts lack statutory authority to assess court costs against defendants in criminal or traffic cases when those cases are dismissed. *State v. Pagliai*, No. 24-0353 (Iowa Supreme Court, Jan. 9, 2026).

Pagliai directly affects the City's prosecution of traffic offenses and simple misdemeanors. Plea agreements regarding those offenses have been common practice throughout the state, including in cases prosecuted by the City of Dubuque, as well as those prosecuted by Dubuque County. A common plea agreement would require the defendant to complete a defensive driving course through a certified provider in exchange for dismissal of the citation at the defendant's costs. In that situation, the traffic citation would be dismissed, and the defendant would be billed $55 from the Clerk of Court for court costs. As the law currently stands, the City would have to pay those court costs.

DISCUSSION

The Court's main problem with assessing court costs in *Pagliai* was the lack of explicit statutory authority for the assessment. "Where, as here, no statute authorizes a district court to assess costs in a dismissed criminal case, the dismissal order is *ultra vires* and invalid." *Pagliai* at 10. The current lack of authority was created by the Iowa Legislature, and the Court was clear that it can be remedied by the Iowa Legislature:

> The Code authorizes the district court to assess [court costs] against a defendant only when the defendant "is convicted in criminal case" or is "acquitted in a criminal case" but only "to the extent the person is

> reasonably able to pay." Iowa Code § 815.9(5)-(6) (2023). A dismissal is neither a conviction nor an acquittal, so neither of these provisions is applicable here.
>
> A prior version of section 815.9 authorized the district court to assess [court costs] against the defendant in a dismissed case . . . [b]ut the legislature revoked that authority in 2012.

Pagali at 4-5.

Like state law, our local ordinances do not currently contain provisions allowing for the assessment of court costs on dismissed cases. The attached ordinance updates would fix that by expressly providing for such assessments going forward.

RECOMMENDATION

I respectfully request your recommendation to Council to adopt the attached ordinance updates at Council's upcoming meeting on February 2, 2026.

Attachments: Draft Ordinance No. ____-26 (2 pages)
Effect of Amendment (1 page)

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 1 ADMINISTRATION, CHAPTER 1 GENERAL PENALTY SECTION 1 GENERAL PENALTY AND SECTION 2 CIVIL PENALTY

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

Section 1. City of Dubuque Code of Ordinances Section 1-4-1 and Section 1-4-2 are amended by adding thereto the following:

1-4-1: GENERAL PENALTY:

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 the omission or failure to perform any act or duty required by this code or any ordinance or code herein adopted by reference is, unless another penalty is specified, punishable in accordance with the fine set forth in Iowa Code section 903.1, subsection 1, paragraph a, and subsection 3, plus the assessment of court costs. In the event the case is dismissed, court costs may nonetheless be assessed by agreement of the parties and with the consent of the court.

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, plus the assessment of court costs. In the event the case is dismissed, court costs may nonetheless be assessed by agreement of the parties and with the consent of the court.

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

EFFECT OF AMENDMENT

1-4-1: GENERAL PENALTY:

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 the omission or failure to perform any act or duty required by this code or any ordinance or code herein adopted by reference is, unless another penalty is specified, punishable in accordance with the fine set forth in Iowa Code section 903.1, subsection 1, paragraph a, and subsection 3, plus the assessment of court costs. In the event the case is dismissed, court costs may nonetheless be assessed by agreement of the parties and with the consent of the court.~~.~~

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, plus the assessment of court costs. In the event the case is dismissed, court costs may nonetheless be assessed by agreement of the parties and with the consent of the court.~~.~~

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February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 8.

ITEM TITLE:	Mobile Food Vendor Ordinance and Related Transient Merchant Amendments
SUMMARY:	City Clerk recommending City Council adopt the ordinance adding mobile food vendors to the city code and adopt the ordinance amending exemptions for transient merchants. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations And Adopting A New Chapter 9 Mobile Food Vendors **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations Chapter 5 Solicitors And Transient Merchants Article B Transient Merchants Section 3 Exemptions
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Staff Memo
2. Ordinance - Mobile Food Vendor
3. Ordinance -Transient Merchants

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

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

FROM: Adrienne Breitfelder, City Clerk

DATE: January 22, 2026

RE: Mobile Food Vendor Ordinance and Related Transient Merchant Amendments

City staff established a Mobile Food Vendor Agreement and Permit Application process in 2019, requiring mobile food vendors operating on public property to obtain a Mobile Food Vendor license. Mobile food units, commonly known as food trucks, pushcarts, or temporary stands, fall under the definition of mobile food vendors. This process was implemented as a policy rather than codified in city code, which limited enforcement capabilities. Concerns raised by the Police Department about enforcement prompted renewed discussions on codifying it. While enforcement issues with current mobile food vendors have been minimal, staff recognize the need to be proactive by codifying clear procedures to ensure staff can effectively address any future violations.

Over several months, staff reviewed the existing permit application process and other Iowa city codes to determine which provisions to retain and what new elements to add. This review provided a strong foundation for drafting the ordinance, which introduces additional regulations to enhance public safety, accessibility, and operational standards, while granting vendors new privileges such as an appeal process and expanded operating hours. It is worth noting that codifying mobile food vendor requirements is standard practice among many Iowa cities.

Key updates in the Ordinance include:

- All mobile food vendors operating within city limits, whether on public or private property, must obtain a permit. The previous policy only required those operating on public property to obtain a permit.
- Adds exemptions including activities such as grilling by permanent food establishments on their premises, bake sales, concession stands, and fundraising events by youth groups, operations by nonprofits, churches, schools, permitted special events, and permitted farmers' markets.
- Expands grounds for license denial to include failure to maintain a valid city or state food service license and repeated violations not corrected within required timeframes.
- Establishes an appeal process that aligns with the City Clerk's Office procedures for most other licenses and permits.

- Modifies vendor operations from 6:30 a.m. to 10:00 p.m., Sunday–Thursday, and until midnight on Fridays and Saturdays. Previously, vendors could only operate until 10:00 p.m. daily, but we extended weekend hours to align with the city's noise ordinance.
- Prohibits mobile food vendors from selling alcoholic beverages. The previous policy indicated that vendors could sell alcoholic beverages as part of a permitted special event, but permitted special events are exempt from mobile food vendor requirements under this ordinance.
- Removes vague site-specific restrictions and clarifies that vendors must not obstruct public rights-of-way or city property. City staff may require immediate relocation if these conditions are violated.
- Indicates that allowing a mobile food unit on private property makes the property owner responsible for compliance with performance standards, pedestrian safety, and emergency access. Noncompliance may result in enforcement actions and penalties.

After finalizing the ordinance, staff shared it with all known mobile food vendors operating within city limits, including those not currently licensed. No feedback was received.

As part of the process of adopting the mobile food vendor ordinance, staff also updated Title 4 – Chapter 5, Article B on Transient Merchants to clarify that licensed mobile food vendors are exempt from transient merchant requirements. In addition, exemptions were added that align with those in the mobile food vendor ordinance, ensuring consistency.

I respectfully request that the Mayor and City Council adopt the ordinance adding mobile food vendors to the city code and adopt the ordinance amending exemptions for transient merchants.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Pamela McCarron, Permit Clerk
Jeremy Jensen, Police Chief
Mary Rose Corrigan, Public Health Director
Tim Link, Environmental Sanitarian
Sydney Althoff, Environmental Sanitarian
Mark Murphy, Environmental Sanitarian/Emergency Preparedness Planner
Wally Wernimont, Planning Services Director
Shena Moon, Associate Planner
Travis Schrobilgen, Assistant Planner
Amy Scheller, Fire Chief
Derek Paulson, Assistant Fire Marshal
Justine Hull, Traffic Engineer
Rob McDonald, Right of Way Technician

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 4 BUSINESS AND LICENSE REGULATIONS AND ADOPTING A NEW CHAPTER 9 MOBILE FOOD VENDORS

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

Section 1. City of Dubuque Code of Ordinances Title 4 is amended by adding thereto the following new Chapter 9:

CHAPTER 9

MOBILE FOOD VENDORS

4-9-1: DEFINITIONS:

For purposes of this chapter, 'mobile food unit' has the meaning in Iowa Administrative Code 481, Chapter 30. 'Mobile food unit' means a food establishment that is self-contained, with the exception of grills and smokers, and readily movable, which either operates up to three (3) consecutive days at one location or returns to a home base of operation at the end of each day

Mobile Food Vendor: The person, corporation, entity or group obtaining the license to prepare, market, and sell food from a mobile food unit.

Private Catering Arrangement: The provision of food by a mobile food unit for a specific event on private property for a defined group of individuals and not open to the public.

Repeat or multiple violations: two (2) or more violations occurring within a consecutive twelve (12)-month period.

Youth: An individual under eighteen (18) years of age.

4-9-2: LICENSE REQUIRED:

It is unlawful for any person to engage in the sale of food or beverages to the public from a mobile food unit within the corporate limits of the city without first obtaining a mobile food vendor license from the city clerk, in addition to any other required local, state, or federal permits, certifications, and licenses.

4-9-3: EXEMPTIONS:

The following are exempt from this requirement:

(1) Catering businesses operating solely as a caterer and in compliance with applicable state and local food establishment licensing requirements.

(2) Grilling and food preparation activities of permanent food establishments on the establishment's premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues, whether included as part of an approved site plan or operating directly on the sports or recreational venue .

(4) Bake sales, concession stands, or fundraising events conducted by youth individuals.

(5) Central Market and other permitted farmers' market businesses licensed in accordance with this City Code.

(6) Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa.

(7) Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa.

(8) Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa.

(9) Operations exclusively engaged in the sale or distribution of livestock feed, fresh meats, fish, fruit, or vegetables.

(10) Operations conducted as part of a permitted special event.

4-9-4: APPLICATION FOR LICENSE:

An application for a mobile food vendor’s license must be filed with the city clerk on a form provided by the city clerk.

Insurance Requirements: The applicant must procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the state of Iowa, which provides the coverage required by the city insurance schedule for vendors. Proof of insurance must be submitted to the city clerk prior to issuance of the permit and maintenance of such insurance is a condition of the permit.

Fees: No mobile food vendor license will be issued or renewed unless the holder thereof has paid a mobile food vendor license fee established by the city manager.

4-9-5: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

The city clerk may deny issuance, suspend, or revoke a mobile food vendor license for good cause, including, but not limited to, any of the following:

(1) Violation of any of the provisions of this article;
(2) Misrepresentation on the application for a mobile food vendor license;
(3) Conducting the business licensed under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public;
(4) Failure to maintain a valid city or state issued food service license; or
(5) Repeat or multiple violations identified by the city health services department that are not corrected within the required timeframe(s).

Prior to denial of issuance, suspension, or revocation, the applicant or mobile food vendor must be given not less than ten (10) days' written notice by the city clerk sent to the mobile food vendor by email.

In the event of a denial, suspension, or revocation of a mobile food vendor license, no other mobile food vendor license may be issued to such person for a period of 180 days thereafter.

4-9-6: APPEAL:

Appeal: Within ten (10) days after the date of the emailed written notice of the denial of issuance, revocation, or suspension of a mobile food vendor license, an applicant or license holder may file with the city clerk a written notice of appeal to the city manager from such revocation, suspension, or denial. The city manager must provide the applicant or mobile food vendor with notice and an opportunity to be heard on the issue of whether the applicant or mobile food vendor license was properly revoked, suspended, or denied.

4-9-7: TRANSFERABILITY:

The mobile food vendor license granted under this chapter may not be sold, assigned, or otherwise transferred.

4-9-8: DISPLAY OF LICENSE:

The license required by this article must be made available in the mobile food unit in a manner that is readily accessible and viewable upon request by any person seeking to conduct business with the mobile food vendor or by city staff.

4-9-10: HOURS OF OPERATION:

Mobile food vendors may only operate from 6:30 a.m. to 10:00 p.m., Sunday through Thursday, and 6:30 a.m. to 12:00 a.m., Friday and Saturday.

4-9-11: MOBILE FOOD UNIT PERFORMANCE STANDARDS:

A person conducting business from a mobile food unit must do so in compliance with the following standards:

A. Mobile food units are not permitted on residential properties, except for a private catering arrangement and only for so long as the mobile food vendor complies with all other city code requirements related to residential property.

B. Operation of a mobile food unit may be allowed on a nonresidential parking lot upon issuance of a city temporary use permit.

C. Mobile food units may serve patrons which are on foot only; no drive-up service to the mobile food unit itself may be provided or allowed.

D. The mobile food unit must be located on a paved surface unless approved as part of a special event permit or temporary use permit.

E. With the exception of pushcarts as allowed herein, no mobile food unit may be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk. However, if locating on a public sidewalk, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart must be in such a manner so as to minimize encroachment into the forty-eight-inch (48”) walkway by patrons waiting in line for service from the pushcart.

F. No mobile food unit may be located on any property or lot with a vacant building. Exceptions to this rule may be granted by city staff after a review of the particular property and the mobile food vendor has been able to make arrangements to ensure safe and sanitary conditions, including, but not limited to, employee access to restrooms, adequate access for fire and police personnel/vehicles, the site is free from hazards or dangerous conditions, and compliance with other city code requirements.

G. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless the mobile food vendor has received the express written consent of the restaurant or business owner. A city approved special event is exempt from this provision.

H. The window or area where a patron orders and receives the food or beverage purchased shall be located so as to not require a patron to stand or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for an order must be available on the property where the mobile food unit is located.

I. All mobile food units, and any signage, garbage receptacles, or other equipment associated therewith, must be located in such a manner as not to create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, or creating a visual impediment for the motoring public at drive entrances, intersections, or pedestrian crossings.

J. No mobile food unit may be parked in or otherwise impact access to or from ADA (Americans with Disability Act) parking stalls.

K. Mobile food vendors must comply with all applicable provisions of City Code § 6-5 regarding noise.

L. Placement of signage for a mobile food unit within the public right-of-way is limited to one portable, free-standing, self-supporting sign, with a maximum area of eight (8) square feet and a maximum height of five feet (5').

M. A mobile food vendor with a mobile food vending unit legally parked in a metered space must pay the required meter fee while operating in an area with metered parking.

N. No alcoholic beverages may be sold by a mobile food vendor.

O. The mobile food vendor is responsible for keeping the area around and within ten feet (10') of the mobile food vendor unit free from trash, debris, garbage, and other hazardous conditions at all times, including material spilled on the public right-of-way as a direct result of the mobile food unit operation. Trash from mobile food vendor units must be disposed of by private means and not in any publicly provided trash receptacles.

P. A valid driver's license is required for any person operating a mobile food unit if the mobile food unit is operated as a motor vehicle while vending or traveling to vending locations.

Q. If a mobile food unit is operating in a manner that obstructs or otherwise adversely impacts the public right-of-way or any city-owned property, city staff may require immediate relocation of the mobile food unit.

4-9-12: PROPERTY OWNER RESPONSIBILITY:

By allowing the mobile food unit on private property, the property owner is also responsible for ensuring that the performance standards listed in this article and the safety of pedestrians and access of emergency vehicles to and around the mobile food unit site are maintained. Failure to do so may result in the property owner being subject to an enforcement action and penalties allowed by law.

Section 2. Effective Date.

This ordinance shall take effect upon publication.

Passed, approved, and adopted this ___ day of _____, 2026.

_____
Brad Cavanagh, Mayor

Attest:

_____

Adrienne Breitfelder, City Clerk

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 4 BUSINESS AND LICENSE REGULATIONS CHAPTER 5 SOLICITORS AND TRANSIENT MERCHANTS ARTICLE B TRANSIENT MERCHANTS SECTION 3 EXEMPTIONS

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

Section 1. Section 4-5B-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

4-5B-3: EXEMPTIONS:

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling at wholesale to merchants, persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Central Market and other permitted farmers' market businesses licensed in accordance with Title 4 Chapter 4 of this City Code; or

G. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title;

H. Mobile food units licensed in accordance with Title 4 Chapter 9 of this City Code;

I. Catering businesses operating solely as a caterer and in compliance with applicable state and local food establishment licensing requirements;

J. Grilling and food preparation activities of permanent food establishments on the establishment's premises for immediate consumption by patrons or employees;

K. Concession stands associated with sports or recreational venues, whether included as part of an approved site plan or operating directly on the sports or recreational venue;

L. Bake sales, concession stands, or fundraising events conducted by youth individuals;

M. Operations exclusively engaged in the sale or distribution of livestock feed, fresh meats, fish, fruit, or vegetables;

N. Operations conducted as part of a permitted special event.

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

EFFECT OF AMENDMENT

4-5B-3: EXEMPTIONS:

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling at wholesale to merchants, persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Central Market and other permitted farmers' market businesses licensed in accordance with Title 4 Chapter 4 of this City Code; or

G. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title.

H. ~~Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart.~~Mobile food units licensed in accordance with Title 4 Chapter 9 of this City Code;

I. Catering businesses operating solely as a caterer and in compliance with applicable state and local food establishment licensing requirements;

J. Grilling and food preparation activities of permanent food establishments on the establishment's premises for immediate consumption by patrons or employees;

K. Concession stands associated with sports or recreational venues, whether included as part of an approved site plan or operating directly on the sports or recreational venue;

L. Bake sales, concession stands, or fundraising events conducted by youth individuals;

M. Operations exclusively engaged in the sale or distribution of livestock feed, fresh meats, fish, fruit, or vegetables;

N. Operations conducted as part of a permitted special event.

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February 2, 2026

City of Dubuque
City Council

ACTION ITEMS # 9.

ITEM TITLE:	Dubuque Housing Creation Projects Update Video
SUMMARY:	Staff from the Communications Office will show a video featuring progress made over the fourth quarter of 2025 on several housing creation projects in the city. The video can also be seen on the City's YouTube channel at https://youtu.be/sjrYA2ttNEc
SUGGUESTED DISPOSITION:	Receive and File; Video

ATTACHMENTS:
None

Copyrighted
February 2, 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