



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

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM - Budget Process Resources and Online Transparency Tools

Chief Financial Officer Jennifer Larson and Budget Manager Laura Bendorf will make a presentation on City Budget Resources and Online Transparency Tools.

Enclosed with the materials is a memorandum from the City Attorney providing information on the City Council's procedural options for the upcoming budget meetings.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Irish American Heritage Month (March 2026)

On behalf of the Ancient Order of Hibernians Dubuque County Divisions #1 and #2.

2. AmeriCorps Week (March 8 - 14, 2026)

On behalf of the City of Dubuque AmeriCorps Program and Green Iowa AmeriCorps.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of February 16, 2026; Airport Commission of December 2, 2025; Arts and Cultural Affairs Advisory Commission of December 16, 2025; Cable TV Commission of December 17, 2025; Civil Service Commission of January 14 and February 11, 2026; Historic Preservation Commission of January 15, 2026; Human Rights Commission of January 13, 2026; Library Board of Trustees Minutes and Update of December 18, 2025 and Update of and January 22, 2026; Parks and Recreation Commission of January 21, 2026.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Alizabeth Chapman for vehicle damage; Nicholas Fuller for property damage; Hendrik Van Pelt vs. City of Dubuque for Petition Pursuant to Iowa Code Chapter 22 for Writ of Injunction or Writ of Mandamus.

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: Alizabeth Chapman for vehicle damage; Thomas Davis for property damage; Nicholas Fuller for property damage; Deon Lawrence 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. First Amendments to Development Agreements Regarding Builder's Risk Insurance

City Manager recommending City Council approval of amendments to two development agreements, Plastic Center, Inc at 408 W. 5th Street and Ned Oberbroeckling at 372 Main Street, to delete the builder's risk requirements in the two development agreements based on the policy recommendation to limit this

requirement to development agreements involving the sale of City property to the developer.

RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Plastic Center, Inc.

RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Ned Oberbroeckling

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

6. First Amendment to Contracted Services Agreement – Travel Dubuque/Dubuque Area Convention and Visitors Bureau

City Manager recommending City Council approve the First Amendment to Contracted Services Agreement with Travel Dubuque/Dubuque Area Convention and Visitors Bureau and authorizes the Mayor to execute the First Amendment on behalf of the City

RESOLUTION Approving The First Amendment To Agreement By And Between The City Of Dubuque, Iowa And Dubuque Area Convention And Visitors Bureau (A.K.A. Travel Dubuque)

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

7. Grass and weed cutting and garbage collection assessments

City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

8. Acceptance of Grant of Easement for Sanitary Sewer Utility across Luedtke and McElmeel Properties along Lake Eleanor Road

City Manager recommending City Council acceptance of the Grants of Easement for Sanitary Sewer Utility from Richard and Mary Luedtke and from Mary Jo McElmeel through the adoption of the enclosed resolution.

RESOLUTION Accepting A Grants Of Sanitary Easement For Sanitary Sewer Utility Through, Under And Across Parts Of Lot 1 Of "Meta Luedtke Place" In Section 12 And Section 13, Table Mound Township, Dubuque County, Iowa And Parts Of Lot 1 Of The Subdivision Of Lot 2 Of Lot 3 Of The Southeast Quarter Of Section 12, Township 88 North, Range 2 East Of The 5th P.M. In Dubuque County, Iowa

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

9. Agreements with Dubuque Museum of Art and Cottingham & Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

City Manager recommending City Council approval of agreements with Dubuque

Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.

RESOLUTION Approving Agreements Between The City Of Dubuque, Iowa And Dubuque Museum Of Art And The City Of Dubuque, Iowa And CBDC, LLC For Construction Of Certain Off-Site Public Improvements And Vacation And Sale Of Portions The West 7th Street And Bluff Street Right Of Way And A Portion Of The Alley Right Of Way In The Block Bounded By Locust Street, West 8th Street, Bluff Street, And West 7th Street, And Between City Lots 648 Thru 652 And City Lots 623 Thru 627, In The City Of Dubuque, Iowa

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

10. Plat of Survey for Right of Way Dedication - Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects

City Manager recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, and acceptance of the dedication of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution along Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects.

RESOLUTION Approving The Plat Of Survey For Right Of Way Dedication Of City Lots 623A, 623B, 648A, 648B, And Lot 1A Of Woodward Place, In The City Of Dubuque, Iowa

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

11. Usage Agreement with Loras College for Petrakis Field

City Manager recommending City Council approval of the Usage Agreement with Loras College for Petrakis Field for a term of three years.

Suggested Disposition: Receive and File; Approve

12. Letter of Support: REAP Conservation Education Grant

City Manager recommending City Council approval for the Parks and Recreation Department to provide a letter of support to Dubuque County Conservation in their grant proposal for REAP Conservation Education Grant.

Suggested Disposition: Receive and File; Approve

13. Signed Contract(s)

Biechler Electric Inc. for Grandview Streetlights – Phase 3 Dunning St. to Southern Ave; Central Petroleum Equipment Company to Provide Inspections, Parts, and Repairs; CivicPlus Statements of Work for DocAccess and Ultimate Department Header Implementation; Dubuque Glass & Aluminum for Glass Repairs to the Port Ramp; FEH Design for the Eagle Point WTP Third Floor Conference Room Project; Independent Contractor Agreement with Laura Merrick; Neztrop, LLC for the First Amendment to Lease Agreement; Opening Specialists Inc. for Federal Building –

Council Conference Door; Origin Design Co. Amendment No. 2 to City-Wide Water Distribution System, Storage & Pumping Improvements Project; Origin Design Co. for the Municipal Service Center Roof Replacement; Pigott, Inc for Install sit/stand desk on office 3rd Floor of City Hall; SELCO Traffic Control for FY2026 Traffic Control; Weber Capital Restoration, Inc for Water/Glycol extraction, carpet drying, disinfectant, and labor; Welu Painting for Painting and Repairs.

Suggested Disposition: Receive and File

- 14. Improvement Contracts with Performance, Payment, and Maintenance Bonds**
Temperley Excavating, Inc. for the Ambassador Ct. Storm Sewer Replacement Project.

Suggested Disposition: Receive and File; Approve

- 15. Community Support and Empowerment Grant Recommendation**

City Manager recommending City Council approve the recommendations of the Office of Human Rights regarding the funding of the Community Support and Empowerment Grant.

RESOLUTION Awarding Community Support And Empowerment Grant To Opening Doors

RESOLUTION Awarding Community Support And Empowerment Grant To Dubuque Arboretum & Botanical Gardens

RESOLUTION Awarding Community Support And Empowerment Grant To Centrally Rooted

RESOLUTION Awarding Community Support And Empowerment Grant To Oh Happy Play

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

- 16. Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition**

City Manager recommending City Council approval of the Arts & Cultural Affairs Advisory Commission's recommendation related to the 2026-27 Art on the River exhibit to be on display from August 9, 2026, through June 2027.

Suggested Disposition: Receive and File; Approve

- 17. FY26 Budget Amendment No. 2 Request, Reallocation of Sanitary Construction Funds to support Various Sanitary Sewer Fund Projects Identified as High Priority**

City Manager recommending approval to reallocate sanitary sewer funding from Schmitt Island Sanitary Improvements (Project CIP # 5581500049) to the following sanitary sewer fund projects that have been identified as high priority due to prioritization of sewer system needs or to meet anticipated development schedules: \$700,000 to Brunskill Rd Collector Sewer Recon (Project CIP #5581500045) and \$900,000 to Greeley St Sewer Recon (Project CIP # to be determined).

Suggested Disposition: Receive and File; Approve

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque, Iowa

City Manager recommending City Council approval of a resolution setting a public hearing for March 16, 2026 for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to Jeremy L. and Andrea E. Biedermann.

RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To An Agreement Between The City Of Dubuque And Jeremy L. And Andrea E. Biedermann

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

2. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 - Initiate Public Bidding Process and Setting Date for a Public Hearing

City Manager recommending City Council grant preliminary approval of the construction plans and specifications, estimated construction amount of \$298,000; and establish March 16, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 through adoption of the attached resolution.

RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3: 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 March 16, 2026

3. Setting a Public Hearing - Ham House Lease Third Amendment

City Manager recommending City Council set a public hearing for March 16, 2026, regarding a Third Amendment to the Lease Agreement between the City of Dubuque and Dubuque County Historical Society.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Third Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society And Providing For The Publication Of Notice Thereof

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

4. Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application

City Manager recommending City Council adopt the attached resolution setting a public hearing for April 6, 2026, for the Jule's Iowa Department of Transportation's

(IDOT) Consolidated Funding Application.

RESOLUTION Setting The Date For A Public Hearing On Iowa DOT Consolidated Funding Application

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for April 6, 2026

5. Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements

City Manager recommending the public hearing be set for March 23, 2026, at 6:30 p.m. on a property tax increase for Fiscal Year 2027 that would result in a 3% increase for the average homeowner.

RESOLUTION Setting A Public Hearing On The Proposed Fiscal Year 2027 Tax Rate And Dollars And Taxpayer Statements

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 23, 2026

BOARDS/COMMISSIONS

1. Boards and Commission Application Review

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Housing Commission

One, 3-Year term through August 17, 2028 (Vacant term of Dickens)

Applicant:

Wyatt Pierce, 696 University Ave.

Long Range Planning Advisory Commission

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

Applicant:

Parker Scott, 2455 Woodlawn St.

Zoning Board of Adjustment

One, 5-Year term through 3-25-31 (Expiring term of Loeffelholz)

Applicant:

Ben Loeffelholz, 3180 Keokuk Ct.

2. Boards and Commission Appointments

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

Human Rights Commission

Three, 3-Year terms through January 1, 2029 (Vacant terms of Kurczek, Luzelena, and Zanger)

Applicants:

Erin Beatty, 1631 Jackson St. - Additional Applicant

Courtney Engevold, 2756 Jackson St.
Juan Montgomery, 36 West 4th St.

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. 2026 Catherine Street Storm Sewer Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$250,000.00 for the 2026 Catherine Street Storm Sewer Project through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION 2026 Catherine Street Storm Sewer Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

2. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project — Bid Package 1 Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and construction estimate of \$372,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1, and City Manager recommending approval.

RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

3. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2 Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$89,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the

overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

These are items where discussion is held by the City Council - public comments are not allowed except where authorized by the Mayor.

1. Request to Rezone Rustic Point #2 - Second Reading

Second reading of a proposed ordinance in response to a request from Brian Riniker to rezone Rustic Point #2 from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located Along Wagon Wheel Lane And Rustic Point Lane Within The Rustic Point Estates Subdivision From R-1 Single-Family Residential To R-2 Two- Family Residential Zoning District

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

2. 2026 BUILD Capital Grant Application: East-West Corridor Capacity Improvements Project - Approve Grant Application Submission

City Manager recommending City Council adopt the attached resolution retroactively approving the filing of the application with the USDOT for a 2026 BUILD Capital Grant Application to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

RESOLUTION Retroactively Authorizing The Filing Of A Grant Application With The U.S. Department Of Transportation (USDOT) For A Build Capital Grant To Assist With Funding For The Proposed East-West Corridor Capacity Improvements Project

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

3. Levi & Sullivan Storm Sewer Extension Project - Award Public Improvement Contract

City Manager recommending City Council award the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project to Temperley Excavating Inc. of East Dubuque, Illinois in the amount of \$121,459.75.

RESOLUTION Awarding Public Improvement Contract For The Levi & Sullivan Storm Sewer Extension Project

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

4. 7800 Chavenelle Building Remodel Project - Award Public Improvement Contract

City Manager recommending City Council award the Public Improvement Construction Contract for the 7800 Chavenelle Building Remodel Project to Portzen Construction, Inc. in the amount of \$441,000.00, which is 21.4% below

revised estimate of probable cost, through adoption of the attached resolution.
RESOLUTION Awarding Public Improvement Contract For The 7800 Chavenelle Building Remodel Project

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

5. Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request to Distribute RFP

City Manager recommending City Council approval to distribute a Request for Proposal (RFP) to find a vendor to replace the City's outdated on-street meters in the downtown area and install equipment for the City's surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

Suggested Disposition: Receive and File; Approve

6. Smart Parking & Mobility Management Plan: Mobile License Plate Recognition System Request to Distribute RFP

City Manager recommending City Council approval to distribute a Request for Proposal (RFP) to secure a vendor for Mobile License Plate Recognition Enforcement (Mobile LPR) System for Parking Enforcement Officers (PEOs) as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

Suggested Disposition: Receive and File; Approve

7. Consideration of Changes to the City's Election Nomination Process

City Clerk providing information for City Council consideration of a change to the City's nomination process for elective office.

Suggested Disposition: Receive and File; Council

8. "Where Do Property Taxes Go?" Utility Bill Insert

City Manager providing a copy of the "Where Do Property Taxes Go?" flyer that will be distributed with City utility bills from March 12 through April 2.

Suggested Disposition: Receive and File

9. "Tax Increment Financing in Dubuque: 2010-2025" Utility Bill Insert

City Manager providing a copy of the "Tax Increment Financing in Dubuque: 2010-2025" flyer that will be distributed with City utility bills from March 12 through April 2.

Suggested Disposition: Receive and File

COUNCIL MEMBER REPORTS

CLOSED SESSION

Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate - Chapter 21.5(1)(a),(c),(j) Code of Iowa

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

5:15 PM - Budget Process Resources and Online
Transparency Tools

SUMMARY:

Chief Financial Officer Jennifer Larson and Budget Manager
Laura Bendorf will make a presentation on City Budget
Resources and Online Transparency Tools.
Enclosed with the materials is a memorandum from the City
Attorney providing information on the City Council's
procedural options for the upcoming budget meetings.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo Work Session – City Budget Resources and Online Transparency
Tools
2. Staff Memo Work Session Budget Resources and Online Transparency Tools
3. Budget Overview
4. City Attorney Memo - Budget Hearing Rules_2-24-26

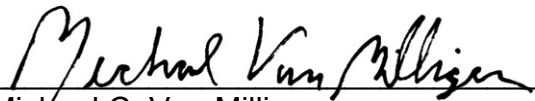
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session – City Budget Resources and Online Transparency Tools

DATE: February 25, 2026

Chief Financial Officer Jennifer Larson will make a presentation on City Budget Resources and Online Transparency Tools at the 5:15 p.m. work session on March 2, 2026.



Michael C. Van Milligen

MCVM:sv
Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Work Session – City Budget Resources and Online Transparency Tools

DATE: February 25, 2026

INTRODUCTION

The purpose of this memo is to submit a presentation on City Budget Resources and Online Transparency Tools for the City Council work session on Monday, March 2, 2026, at 5:15 p.m.

DISCUSSION

The Fiscal Year 2027 budget process will officially begin with City Council at the public hearing on March 9, 2026, to adopt a maximum property tax levy. The presentation on City Budget Resources and Online Transparency Tools is intended to provide an overview of how the City's budget works, how funds are structured, how we receive and spend money, and what tools are available to help everyone better understand City finances.

Budget Process Overview

Jennifer Larson, Chief Financial Officer

Laura Bendorf, Budget Manager

What you will learn tonight

How city funds are organized

Where the City's revenue comes from

How expenses are planned and managed

The annual budget cycle

Key budget documents

Online transparency and budget tools

How City Funds Work

Cities in Iowa operate through legally separate funds.

Money in one fund generally cannot be used for another purpose.

It is not one big checking account.

Two Main Categories

- Governmental Funds – General operations, restricted revenues, capital projects, debt service
- Proprietary Funds – Utilities and internal service operations

Understanding Fund Types

1. Governmental Funds

- General Fund – Daily operations
- Special Revenue – Legally restricted uses
- Capital Projects – Major construction
- Permanent Funds – Only earnings may be used
- Debt Service – Pays principal and interest

2. Proprietary Funds

- Enterprise Funds – Water, Sewer, Refuse, Parking, Stormwater, Transit
- Internal Services – Shared services between departments

Revenue Sources

Major Revenue Categories

- Taxes (property tax, LOST, hotel/motel, TIF)
- Licenses and Permits
- Use of Money and Property
- Intergovernmental revenues
- Charges for services
- Special assessments
- Miscellaneous revenue
- Transfers and bond proceeds

What the General Fund Supports

The General Fund finances:

- Police, Fire, E911, Ambulance, and Emergency Services
- Parks & Recreation
- Library
- Administration
- Planning and Zoning

Key General Fund Revenues

- Property tax, LOST, franchise fees, licenses, grants, charges for service, leases, transfers

General Fund Levy

Levy Rate Factors

- Maximum levy: \$8.10
- Reduction applied (2% or 3%) when growth exceeds state thresholds
- FY26 General Fund Levy: \$7.63281

Other Property Tax Levies

Transit Levy – Funds only
the transit system

Tort Liability Levy –
Liability Insurance

Trust and Agency Levy –
Employee Benefits

Hotel/Motel Tax

7% tax rate

50% promotes tourism via
Travel Dubuque

50% provides property tax
relief

Local Option Sales Tax

Established by Iowa
Code & voter
referendum

50% property tax
relief

30% special
assessment relief

20% maintenance,
riverfront, economic
development, transit
equipment

Gaming Revenue

Lease revenue provide
property tax relief

DRA reimburses Police
overtime for casino security

FY26 total property tax
relief support: \$8.7M

Franchise Fees

Utilities pay for the right to use City streets/right-of-way

Capped at 5%

Dedicated to property tax relief

FY26 Electric Franchise Fees:
\$5,150,794

FY26 Gas Franchise Fees: \$1,039,866

General Fund Leases

Sources include riverfront, buildings, land, wharfage, and airport leases.

Supports property tax relief.

\$6.2 million

General Fund Charges for Service

Examples:

Ambulance
fees

Parks and
recreation
fees

Airport fees

Building
Plan Fees



Fees cannot exceed the cost
of providing the service.

General Fund Permits and Licenses

Animal Licenses
\$225K

Health
Permits/Licenses
\$158K

Rental Licenses
\$710K

Building Permits
\$900K

Planning and
Zoning Fees
\$80K

Business
Licenses \$138K

General Fund Interest

Increased significantly
since 2021

FY21 \$222K increasing
to \$4.8M in FY25

Special Revenue Examples

Road Use Tax – Streets Only

TIF – Urban renewal costs

Housing Vouchers – Rent assistance & administration

Grants – Restricted project uses

Restricted funds cannot be shifted to the General Fund.

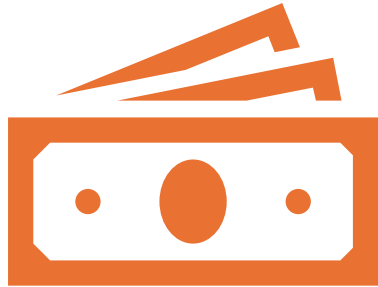
Capital Project Funds

- Street Construction - Street improvements funded by 30% of Local Option Sales Tax
- Sales Tax Increment – Flood Mitigation Grant for designated Stormwater Projects and related debt
- Sales Tax Construction – Facility maintenance, riverfront and economic development, Transit Equipment funded by 20% of Local Option Sales Tax
- TIF Construction – Projects in TIF Districts
- Golf Construction – Bunker Course improvements funded by golf activity surplus
- Airport Construction-Airport improvements funded by Federal Aviation Administration, state grants, and local match

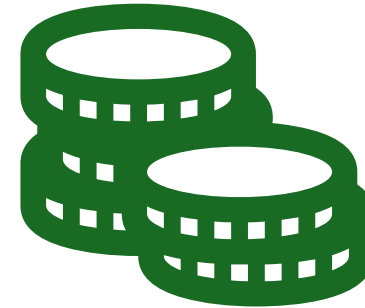
Permanent Funds

- Ella Lyons Peony Trail Trust Fund – Maintenance cost related to City Peony Trail (trust agreement)
- Library Gifts Trust Fund – Testamentary gifts to the Library
- Only earnings, not principal, may be used for the purposes set by the donors

Debt Service Fund

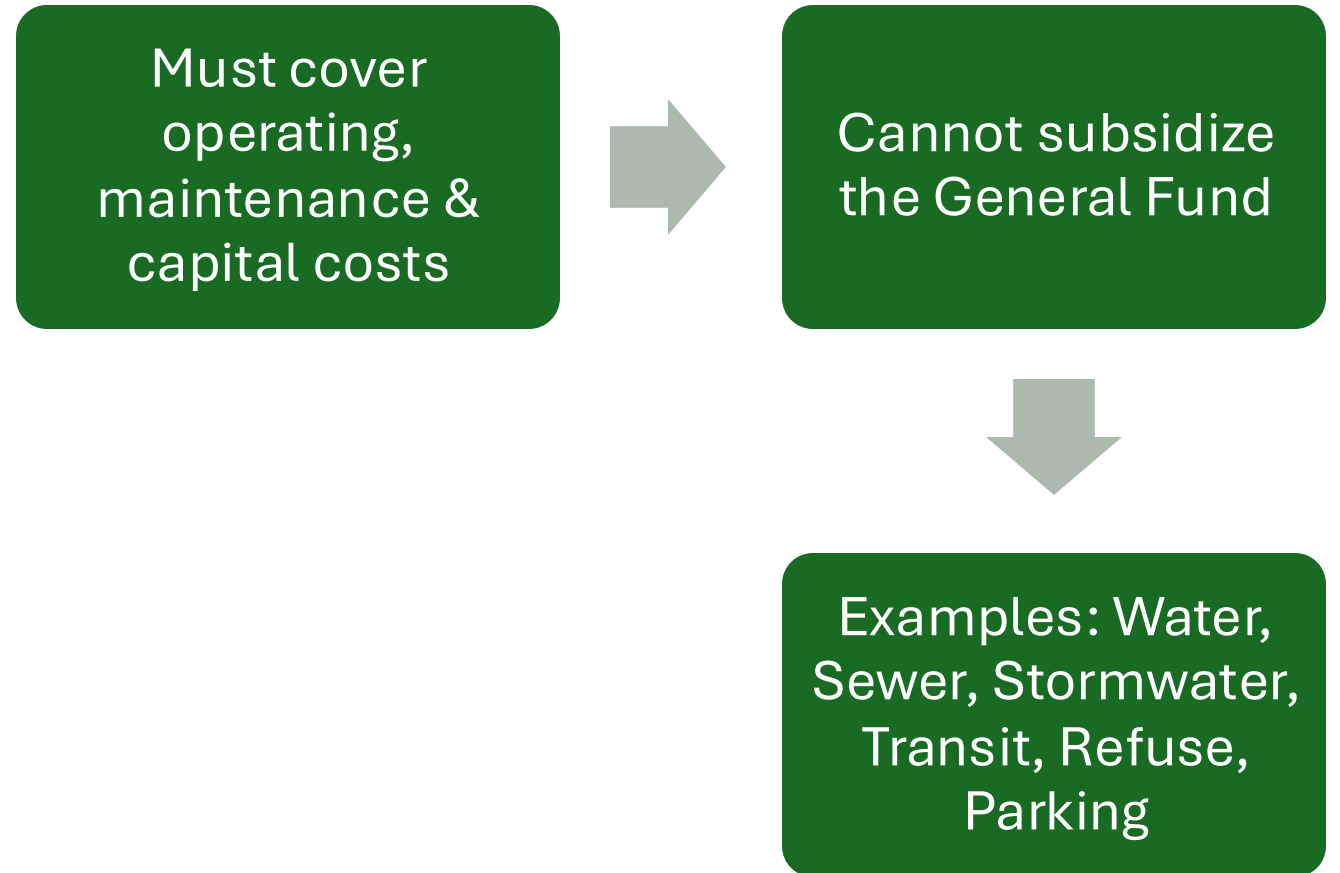


Pays general obligation bond
principal and interest



Funded through a small levy
and transfers from other funds

Enterprise Funds



Internal Service Funds

Provide internal-facing services:

- Garage Service (fleet)
- Stores (supplies)
- Health Insurance
- General Service support for capital projects

Government Activities by Program

Program	Activities Included
Public Safety	Police, Fire, Ambulance, Emergency Communications, Animal Control, Building Inspections, Flood Wall Operations
Public Works	Airport, Public Works, Engineering
Health and Social Services	Health, Human Rights, Purchase of Services
Culture and Recreation	Ice Center, Multicultural Family Center, Parks, AmeriCorps, Five Flags, Grand River Center, Recreation, Marina, Library, Arts and Cultural Affairs, Planning,
Community and Economic Development	Economic Development, Housing
General Government	Facilities Management, Human Resources, Communications, City Council, City Manager's Office, City Clerk, Finance, City Attorney, Information Technology
Debt Service	Principal and interest payments on bonds, notes and other debt obligations
Capital Projects	General Government or Tax Increment Financing Capital Projects
Business Type/Proprietary/Enterprise	Water, Sanitary Sewer, Stormwater, Solid Waste, Parking, Transit, Salt Operations, Garage Service

Three Budget Lenses



OPERATING – ANNUAL
SERVICES



CAPITAL – LONG-TERM
INFRASTRUCTURE



DEBT – PAYING FOR
CAPITAL PROJECTS

Operating Budget

Includes:

- Employee costs
- Supplies
- Capital outlay
- Daily service delivery

Capital Improvement Program (CIP)

Includes:

- Five-Year infrastructure plan
- Includes streets, facilities, utilities, major equipment
- Year One becomes part of the annual budget

Budget Timeline

**July /
August**

- City Manager recommends budget carryover amendment for City Council approval at a public hearing.
- City Manager and Department Managers review fiscal year accomplishments and identify future initiatives for goal setting.

**August /
September**

- City Council holds 2-day goal setting to develop Vision and Mission statements, identify 5-year goals, and establish Policy agenda.
- Budget staff host annual budget training for all departments.

**September/
October**

- City departments prepare Capital Improvement project information and budget requests for review by City Manager.

**October /
December**

- City departments prepare operating budget and other requests for review by City Manager.
- City Manager holds Public Input meetings to review issues and priorities for capital and operating budgets.

**January /
February**

- City Manager and Budget Staff analyze, review, and balance capital and operating budget requests and prepare final budget recommendation.

March

- City Manager presents draft Policy guidelines and Maximum Property Tax Resolution to City Council for approval at a public hearing.

April

- City Council holds public meetings to review recommended budget by department (live on City Channel Dubuque).
- City Council holds final public hearing and adopts budget; staff certifies by April 30 in compliance with State law.

May

- Budget Manager reviews revenues and expenses and recommends adjustments.
- City Council approves amended fiscal year budget; staff certifies by May 31 in compliance with State law.

Budget Documents



Resident's Budget Guide: Easy overview



Capital Improvement Program (CIP): 5-year project plan



Policy Budget: Department budgets, staffing, performance metrics



Resident's Budget Guide

Summaries

Visuals

Council priorities

Revenues

Expenditures

Personnel information

Budget Overviews

City Manager's Budget Message

Budget in Brief

Budget Fact Sheet

Revenue Category Explanations/Expenditure Highlights

Cost of Municipal Services

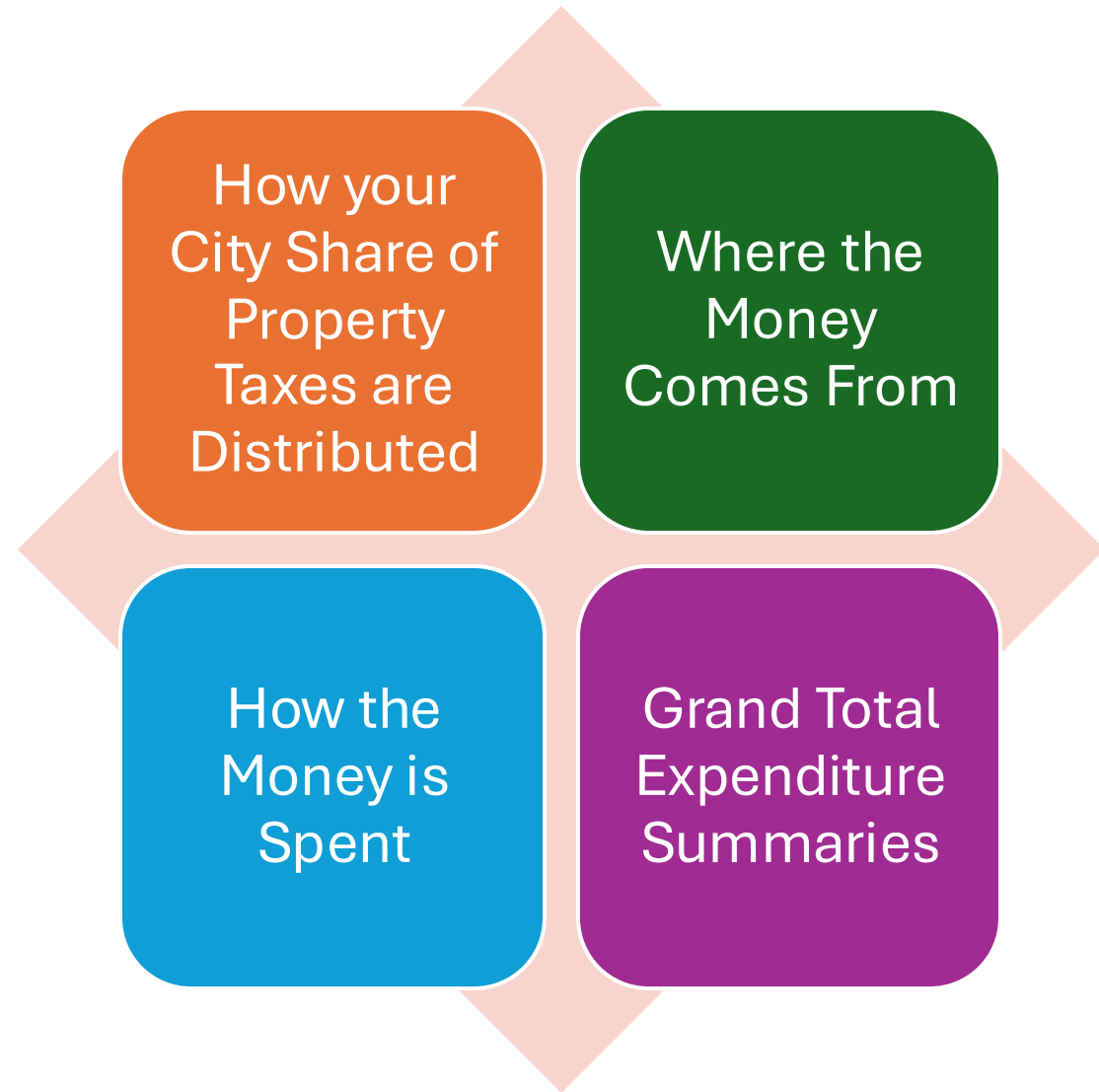
Rate Comparisons

Impact of Budget on Classes of Property

Summary of Improvement Packages

Personnel Changes

Financial Summaries



Capital Improvement Program (CIP)



Explains each project's purpose



Cost



Department



Justification



Alignment with City priorities

Policy Budget

City Department
budget detail

Improvement
Packages requested
to increase service
levels

Significant
budget line-item
explanations

Performance
Measures

Line-item
expenditure and
revenue budget

Personnel
summaries by
department and
activity

Budget Documents Online



www.cityofdubuque.org/Budget



Budget documents Fiscal Year 2020 – Current



[Online Budget Ideas Submittal](#)



Budget Meetings and Related Documents



[Fiscal Year 2026 Dollars and Cents](#)

Online Transparency Tools

- [Open Budget](#) - Explore operating and capital budgets. Launched in 2016.
- [Open Checkbook](#) – View vendor payments. Launched in 2017.
- [Balancing Act](#) - Try balancing the budget under the same constraints faced by City Council and leave comments. Launched in 2019.
- [Taxpayer Receipt](#) - Customized receipt demonstrates an estimate of how much in City taxes the user contributes to Police, Fire, Library, Parks, and other city services. Launched in 2019.



Questions?

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: MAYOR BRAD M. CAVANAGH AND MEMBERS OF THE CITY COUNCIL

DATE: FEBRUARY 26, 2026

RE: BUDGET HEARING REMINDERS

This is my annual budget process memo for the City Council. Sadly, there is no guidance or rules related to how individual budget hearings are handled in the state code as our process is unique and not specifically required by state law.

Previously, the City Attorneys for the largest cities in Iowa and City Clerks were polled on their processes. We asked if communities had a well-developed process for how items should be set aside during the departmental presentations/hearings for consideration/deletion/amendment at the final budget hearing. Attorneys' responding historically have included those for:

- Des Moines
- West Des Moines
- Iowa City
- Ames.

Unfortunately, none of the responding cities had a clearly outlined process for how amendments are handled.

It appears other cities handle proposed changes like any other amendment by the Council with a voice vote. If the amendment passes it becomes part of the roll call vote on the budget, as amended, at the Final Budget Hearing.

The City Council has the ability to agree upon how requests for further consideration (adding or deleting funding in the budget) will be handled. I have identified a few ways this could occur, but there may be other options with a creative bunch such as yourselves.

Options

- 1) Single Member Holdover: If one (1) member wants an item held for further discussion or consideration the item is held for discussion at the Final Budget Hearing.
- 2) Single Member Ask, Majority Agrees, Final Budget Hearing Consideration: If one (1) member wants an item held for further discussion or consideration, an informal poll of the Council occurs. If four (4) members agree the item should be held the item is held for discussion at the Final Budget Hearing.

If there are not four (4) members in agreement to set the item aside for further consideration the item isn't held over for further consideration.

- 3) Single Member Ask, Majority Agrees, Budget Hearing Consideration: If one (1) member wants an item held for further discussion or consideration, an informal poll of the Council occurs. If four (4) members agree the item should be held the item is held for discussion at the end of the departmental budget hearings for the evening*.

If there are not four (4) members in agreement to set the item aside for further consideration the item isn't held over for further consideration.

*This would require adding an agenda item to each evening of departmental budget hearings for consideration of items held for further discussion.

- 4) Item by Item Motion: Members could make motions at each of the hearings for specific items to be added or deleted from a departmental budget. The prevailing vote of the Council would govern.

Option #2 above is the process that has been used historically by the City Council.

Any items that are set aside for further consideration during the process need to be discussed and resolved at, or prior to, the Final Budget Hearing prior to a vote on the Final Budget. Any changes in departmental budgets to increase funding would require an offset decreasing funding somewhere else within the budget.

State Program Information

The State does not allow the City to exceed the amount published in the public hearing notice for planned expenditures in each of the nine program areas in the final adopted budget. The nine program areas defined by the State for reporting purposes include:

- Public Safety
- Public Works
- Health and Social Services
- Culture and Recreation

- Community and Economic Development
- General Government
- Debt Service
- Capital Projects
- Business Type

The City must assign its various cost centers to one of these programs based on reporting guidelines prepared by the Iowa Department of Management. In addition, the property tax levy adopted must equal or be less than the property tax levy published in the notice of public hearing. This is in accordance with the administrative rules which are intended to implement Iowa Code chapters 384 and 388.

Note: On the state programs areas, revising the budget recommendation if the expense exceeds the state program amount published requires the budget changes to be included in the first budget amendment of the new fiscal year.

Open Meetings Reminder

As a reminder entering budget season, the standard rules for City Council meetings apply to budget work sessions and hearings. All discussions on agenda items should be public i.e. no private exchanges in any electronic formats with each other, staff, or the public. This maintains compliance with the open meetings law.

This is for informational purposes and if you have any questions, please reach out.

cc: Michael C. Van Milligen, City Manager
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Irish American Heritage Month (March 2026)
SUMMARY: On behalf of the Ancient Order of Hibernians Dubuque
County Divisions #1 and #2.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, the Irish heritage of the Dubuque area is an important part of the Dubuque community's character and identity; and

WHEREAS, a celebration of St. Patrick's Day will be held by the Ancient Order of Hibernians (AOH) Dubuque County Division #2 (re-founded in 2013), and the Ancient Order of Hibernians (AOH), Dubuque County Division #1; and

WHEREAS, Irish Americans have made a lasting mark on the history of Dubuque, the United States, and the world; and

WHEREAS, Irish Americans are proud of their strong cultural, historical, and familial ties that have strengthened our relationship with Ireland for more than one hundred years.

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

"IRISH AMERICAN HERITAGE MONTH"

IN THE CITY OF DUBUQUE, IOWA, AND ASK THE PEOPLE OF THE DUBUQUE AREA TO SUPPORT THIS EVENT AND RECOGNIZE THE EFFORTS OF THE ANCIENT ORDER OF HIBERNIANS DUBUQUE COUNTY DIVISION #2 AND THE ANCIENT ORDER OF HIBERNIANS DUBUQUE COUNTY DIVISION #1.

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 March 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, CMC, City Clerk

2026: Accepted by : Jerry Feeney and Bob Felderamn. Submitted by event coordinator, AOH #2, Historian Bob Felderman, 241 Southgate Dr, Dubuque, Iowa, 52003, 563.213.0398 robertfelderman@gmail.com, Presented by Mayor Brad Cavanagh at City Council Meeting

2025: Submitted and accepted by event coordinator, AOH #2, Historian Bob Felderman, 241 Southgate Dr, Dubuque, Iowa, 52003, 563.213.0398 robertfelderman@gmail.com, Presented by Mayor Brad Cavanagh at City Council Meeting

2024: Submitted and accepted by event coordinator, AOH #2, Historian Bob Felderman, 241 Southgate Dr, Dubuque, Iowa, 52003, 563.213.0398 robertfelderman@gmail.com, Presented by Mayor Brad Cavanagh at City Council Meeting

2023: Submitted and accepted by event coordinator, AOH #2, Historian Bob Felderman, 241 Southgate Dr, Dubuque, Iowa, 52003, 563.213.0398 robertfelderman@gmail.com, Presented by Mayor Brad Cavanagh at City Council Meeting

2022: Submitted and accepted by the event coordinator, AOH #2, Historian Bob Felderman, 241 Southgate Dr, Dubuque, Iowa, 52003, 563.213.0398 robertfelderman@gmail.com, Presented by Mayor Brad Cavanagh at City Council Meeting

2020: Submitted and accepted by event coordinator, AOH #2 Historian Bob Felderman, 241 Southgate Drive, Dubuque, Iowa 52003, 563-213-0398, robertfelderman@gmail.com. Presented by Mayor Buol at City Council Meeting

2019: Submitted and accepted by event coordinator, AOH #2 Recording Secretary Bob Felderman, 241 Southgate Drive, Dubuque, Iowa 52003, 563-213-0398, robertfelderman@gmail.com. Presented by Mayor Buol at City Council Meeting

2018: Submitted and accepted by event coordinator, AOH #2 Recording Secretary Bob Felderman, 241 Southgate Drive, Dubuque, Iowa 52003, 563-213-0398, robertfelderman@gmail.com. Presented by Mayor Buol at City Council Meeting

2017: Submitted and accepted by event coordinator, AOH #2 Recording Secretary Bob Felderman, 241 Southgate Drive, Dubuque, Iowa 52003, 563-213-0398, robertfelderman@gmail.com. Presented by Mayor Buol at City Council Meeting

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: AmeriCorps Week (March 8 - 14, 2026)
SUMMARY: On behalf of the City of Dubuque AmeriCorps Program and
Green Iowa AmeriCorps.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

- WHEREAS, service to others is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history residents have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and
- WHEREAS, the City of Dubuque is a proud sponsor of members of diverse ages and backgrounds serving with the City of Dubuque AmeriCorps Program who provide educational support to our youth K-12 through social emotional learning, Green Iowa AmeriCorps members who engage and educate our community to become climate resilient, Justice Advocate AmeriCorps members who provide free legal education and support services to low-income and vulnerable residents; and
- WHEREAS, AmeriCorps enriches the lives of its members, building habits that create active participants in civic matters affecting their communities long after their service terms are completed; and
- WHEREAS, AmeriCorps members demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, which remains with them in their future endeavors; and
- WHEREAS, AmeriCorps programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and
- WHEREAS, through their service, AmeriCorps members strengthen the lives of their families, communities, and the City of Dubuque as a whole; and
- WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.3 million Americans who have chosen to serve their country through AmeriCorps and their community partners, and to encourage more Americans to follow their footsteps in service.

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 8TH THROUGH THE 14TH OF MARCH 2026 AS

“AMERICORPS WEEK”

IN THE CITY OF DUBUQUE, IOWA, AND URGE OUR COMMUNITY TO THANK AMERICORPS MEMBERS AND ALUMNI FOR THEIR SERVICE AND TO FIND THEIR OWN WAYS TO GIVE BACK TO OUR COMMUNITY.

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 March 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2026: Submitted by: Gina Bell and accepted by: Lizzie Sulla and Zoe Heiar.

2025: Submitted by: Gina Bell and accepted by: Jessica Anderschau and AmeriCorps members.

2024: Submitted and accepted by: the City of Dubuque AmeriCorps Program & Green Iowa AmeriCorps member located in the Office of Sustainability

2023: Submitted and accepted by: the City of Dubuque AmeriCorps Program

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of February 16, 2026; Airport Commission of December 2, 2025; Arts and Cultural Affairs Advisory Commission of December 16, 2025; Cable TV Commission of December 17, 2025; Civil Service Commission of January 14 and February 11, 2026; Historic Preservation Commission of January 15, 2026; Human Rights Commission of January 13, 2026; Library Board of Trustees Minutes and Update of December 18, 2025 and Update of and January 22, 2026; Parks and Recreation Commission of January 21, 2026.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 2 16 26 City Council Minutes
2. 26_01_14 Civil Service Minutes
3. 26_02_11 Civil Service Minutes
4. Library Board Council_Update_12-18
5. Library Board Council_Update_01-22
6. Historic Preservation Commission 01-15-26
7. January 13, 2026 Human Rights Commission Minutes
8. Parks and Recreation Minutes 1.21.26
9. Airport Commission Minutes of December 2 2025
10. Cable TV Commission Meeting Minutes
11. Arts Commission Minutes 12.16.25
12. Library Board of Trustees December Meeting Minutes

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

The Dubuque City Council met in special session at 6:00 p.m. on February 16, 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 (attended virtually), Staver, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Greater Dubuque Development Corporation.

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

President and CEO Jason White presented a quarterly update on Greater Dubuque Development Corporation (GDDC), addressed questions about the differences between GDDC and the Dubuque Area Chamber of Commerce, and confirmed that the questionnaire GDDC uses with area businesses can be shared with Council.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 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 February 16, 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 (attended virtually), 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

PRESENTATIONS

1. 2025 AACE Rising Star Award Recognition: Housing and Community Development Director Maddy Haverland and Deputy Code Official Ben Pothoff recognized Housing Inspector Lucas Gonyier for receiving the 2025 Rising Star Award from the American Association of Code Enforcement (AACE).

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Wethal. During the vote, Staver asked if items could be pulled for discussion. Brumwell clarified that once a motion and second have been made, the vote must proceed. She also outlined the process for pulling consent items, noting that the public is given the first opportunity to pull items, followed by the City Council, prior to a motion and vote occurring. Motion carried 6-1 with Staver voting nay.

1. Minutes and Reports Submitted: City Council Proceedings of February 2 and 9, 2026; Resilient Community Advisory Commission of October 30 and December 4, 2025; Zoning Advisory Commission of December 3, 2025; Proof of Publication for City Council Proceedings of January 20, 2026; Proof of Publication for Expenditure Reports submitted at the January 20, 2026 City Council meeting. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Thomas Davis for property damage; Joselma Fautsch for vehicle damage; Deon Lawrence for vehicle damage; Kim Schmelzer 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: Joselma Fautsch for vehicle damage; Selena Fischer for vehicle damage; Kim Schmelzer 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. 35-26 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. Final Plat of Genesis Subdivision: Upon motion the documents were received and filed, and Resolution No. 36-26 Approving The Final Plat Of Genesis Subdivision, Dubuque County, Iowa was adopted.
6. Plat of Survey of Adair Place: Upon motion the documents were received and filed, and Resolution No. 37-26 Approving The Plat Of Survey Of Adair Place, In The City Of Dubuque, Iowa was adopted.
7. Final Plat of Hirsch Place 2nd Addition: Upon motion the documents were received and filed, and Resolution No. 38-26 Approving The Final Plat Of Hirsch Place 2nd Addition, Dubuque County, Iowa was adopted.
8. Historic Preservation Commission (HPC) Certified Local Government (CLG) Annual Report for 2024 and HPC Annual Work Plan for 2025: Upon motion the documents were received, filed, and approved.
9. 2024 Catherine Street Storm Sewer Project - Canceling the Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 39-26 Rescinding Resolution No. 137-24 Which Awarded The Public Improvement Contract For The 2024 Catherine Street Storm Sewer Project To Temperley Excavating Co. Cancelling The Project And Contract was adopted.
10. Iowa Department of Transportation Five-Year (2026-2031) 28E Agreement Maintenance and Repair of Primary Roads in Municipalities: Upon motion the documents were received, filed, and approved.
11. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 40-26 Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque was adopted.
12. Accepting the Deed to Certain Real Estate in Dubuque County, Iowa from Merge, LLC: Upon motion the documents were received and filed, and Resolution No. 41-26 Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Merge, LLC was adopted.
13. Signed Contracts: Access Systems for printer installation, repair and/or parts; All Star Environmental LLC for Asbestos Services 6505 Pennsylvania Ave.; Automation Technical Services to Provide Materials, Inspection, and/or Repairs; Dubuque Fire Equipment for Annual Equipment Inspections; Dubuque Plumbing & Heating Co. for the City Hall Annex – Misc Plumbing Improvements; Heiar Fencing Inc. for Install Fence And Railing For Purposes of Safety; Hoyne Power & Landscaping Co. for Trucking and Construction Services; J&R Supply Co, Inc for providing access point ring and lids for maintenance projects and asphalt overlay project; Kafer Lawn Care LLC for Snow and Ice Control Silver Oaks Dr.; State of Iowa for the Fiscal Year 2022 State and Local Cybersecurity Grant Program; Top Grade Excavating, Inc for the Pennsylvania Culvert Undermine Repair; Tri-City Electric Company to Provide & Install Technology Equipment in Classroom at Fire Headquarters; Valentine Construction Co for Julien Dubuque Bridge Sidewalk Snow & Ice Control. Upon motion the documents were received and filed.
14. Wildhorse Productions LLC Pyrotechnics Permit: City Manager recommended City Council approval of a pyrotechnic permit to Wildhorse Productions LLC for an upcoming show at the Five Flags Center on Friday, February 20th and Saturday, February 21st, 2026. Upon motion the

documents were received, filed, and approved.

15. Civil Service Recertified List - Police Captain: Civil Service Commission submitted the recertified list for the position of Police Captain due to an inadvertent omission of a candidate's name from the previously certified list. Upon motion the documents were received, filed, and made a Matter of Record.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 42-26 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.

17. 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. 43-26 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. 2026 Catherine Street Storm Sewer Project: Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 44-26 2026 Catherine Street Storm Sewer 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 March 2, 2026 in the Historic Federal Building.

2. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 1 - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 45-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: 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 March 2, 2026 in the Historic Federal Building.

3. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 2 - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 46-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: 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 March 2, 2026 in the Historic Federal Building.

4. Setting a Public Hearing for the adoption of the Public Housing Authority Annual Plan for Federal

Fiscal Year 2026: Upon motion the documents were received and filed and Resolution No. 47-26 Setting A Public Hearing To Review And Approve The Public Housing Authority Federal Fiscal Year 2026 Annual Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 6, 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. Human Rights Commission: Two, 3-Year terms through January 1, 2029 (Vacant terms of Kurczek and Zanger). Applicants: Courtney Engevold, 2756 Jackson St.; Juan Montgomery, 36 West 4th St.

PUBLIC HEARINGS

1. Request to Rezone 1090 Radford Road: 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 Resnick. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 5-26 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1090 Radford Road From CS Commercial Service And Wholesale District To AG Agriculture District. Seconded by Resnick. Motion carried 7-0.

2. Request to Rezone Rustic Point #2: 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 Sprank. Planning Services Director Wally Wernimont made a presentation. Developer Brian Riniker, 2300 Stone Brook Lane, Eldridge, IA, shared that the city is currently experiencing a shortage of R-2 lots. City Council members discussed feedback from some neighbors who believed the lots would remain R-1 and expressed sympathy for their concerns, while others emphasized the demand for R-2 zoning. In response to questions, Riniker explained that he sells lots directly to builders, so it's possible a builder or realtor told neighbors the lots would be R-1. Wernimont addressed questions regarding the dissenting vote from the Zoning Advisory Commission (ZAC), stating the commissioner was concerned that neighbors were told the lots would remain R-1 and about the potential for increased density. Wernimont also noted the existing housing demand and shared that the Unified Development Code (UDC) update is reviewing zoning types. Motion failed 5-2 with Leyendecker and Staver voting nay.

Motion by Roussell to receive and file the communications and approve first reading of an ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located Along Wagon Wheel Lane And Rustic Point Lane Within The Rustic Point Estates Subdivision From R-1 Single-Family Residential To R-2 Two- Family Residential Zoning District. Seconded by Resnick. Motion carried 5-2 with Leyendecker and Staver voting nay.

3. Planned Unit Development Amendment - 555 John F. Kennedy Road: 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. Wernimont made a presentation. Justin Somerville, of Cafaro Company, 5577 Youngstown Warren Rd, Niles, OH, spoke about the recent momentum at the John

F. Kennedy (JFK) mall. Wernimont, Somerville, and Traffic Engineer Justine Hull addressed questions regarding access points and loading docks for the planned amenities, ADA accessibility, and the reviews by the Development Review Team (DRT) and the ZAC for this amendment and the additional amenities. Motion carried 6-1 with Staver voting nay.

Motion by Roussell for final consideration and passage of Ordinance No. 7-26 Amending Title 16, The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 19-24 Which Provides Regulations For A PUD Planned Unit Development District With A PC Planned Commercial Designation At 555 John F Kennedy Road And Adopting An Amended PUD Ordinance To Amend The Conceptual Development Plan And Signage Regulations. Seconded by Wethal. Motion carried 6-1 with Staver voting nay.

4. Resolution Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area Version 2026.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 48-26 Approving The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal Area, Version 2026.1. Seconded by Wethal. Motion carried 7-0.

5. Resolution Approving a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC to Bellevue State Bank: Motion by Sprank to receive and file the documents and adopt Resolution No. 49-26 Approving 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. Seconded by Wethal. Brumwell and Economic Development Director Jill Connors addressed questions about the purpose of the collateral assignment, explaining that it provides the developer with upfront cash. Motion carried 7-0.

6. Levi & Sullivan Storm Sewer Extension Project Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 50-26 Levi & Sullivan Storm Sewer Extension Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Resnick. City Engineer Gus Psihoyos responded to questions about sump pump discharges and the budget planning for this project. Motion carried 7-0.

PUBLIC INPUT

Colleen McKenna, 1360 Mt. Pleasant St.; and Jared McGovern, 12451 Oak Brook Pl., spoke in support of Action Item No. 1. John Schroeder, 889 Cottage Pl., also spoke on Action Item No. 1, offering input on specific areas that should receive greater emphasis in the plan.

Tim Moothart, 3650 Seville Dr.; Sister Richelle Friedman, 1006 Boyer St.; and Sister Kathleen Grace, 3390 Windsor Ave., spoke as members of Building Bridges Dubuque, providing a list of bills introduced by the state legislature related to immigration.

ACTION ITEMS

1. Request for Approval and Adoption of the Parks and Recreation Comprehensive Master Plan: Motion by Roussell to receive and file the documents and approve the Parks and Recreation Comprehensive Master Plan and to allocate \$50,000 towards a study of the existing aquatic facilities. Seconded by Wethal. Parks and Recreation Director Matt Kalcevich and Marissa Pellegrini of Kimley-Horn presented the plan. In response to questions about the previous aquatics facility study, Pellegrini and Kalcevich confirmed that the study was completed in 2016 and focused on existing conditions rather than future planning, though its information remains valuable for upcoming research. Recreation Manager Dan Kroeger added that the study was primarily a physical assessment of the

two pools, emphasizing structural conditions rather than community engagement. It was noted that a new aquatic facilities study could take up to six months. City Council members commended the plan as a strong starting point for guiding future decisions on parks and highlighted the community's desire for these amenities. Motion carried 7-0.

2. Presentation on Impact of Proposed Iowa Property Tax Bills: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Wethal. Chief Financial Officer Jennifer Larson made a presentation on the impact of the proposed Iowa property tax bills, which include Senate Study Bill 3001, the Governor's bill Senate Study Bill 3004, and House Study Bill 596. Motion carried 7-0.

3. Central Avenue and White Street Corridor Phase 1 - Parking Mitigation Strategy (14th - 22nd Street) - Approve Professional Consultant Services Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 51-26 Approving Professional Services Consultant Agreement With Bolton & Menk, Inc. To Complete The Phase 1 - Parking Mitigation Strategy For The Central Avenue And White Street Corridor. Seconded by Wethal. Hull addressed questions about the number of project phases, the budgeted amount, and the parking locations slated for removal as part of the corridor revitalization. Van Milligen reiterated the council's previous direction to staff to assess parking needs in the area. City Council members emphasized the importance of parking for local businesses and discussed perspectives on hiring additional staff to replace the work of consultants. Van Milligen outlined recent staffing additions, and Psihoyos confirmed recent hires in the Engineering Department. Motion carried 5-2 with Leyendecker and Staver voting nay.

4. Open Container Ordinances: 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. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 8-26 Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic Chapter 7 Operation Division 4 Criminal Offenses, Section 9- 7-321.284: Open Containers In Motor Vehicles; Drivers And Section 9-7-321.284A: Open Containers In Motor Vehicles; Passengers. Seconded by Wethal. Motion carried 7-0.

5. Off-Premises Sign Regulations Moratorium Extension: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont summarized the reason for the moratorium and shared that no concerns have been shared by the billboard industry regarding it. Motion carried 7-0.

Motion by Resnick for final consideration and passage of Ordinance No. 9-26 Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 2 Building Construction, Demolition And Moving, Section 14-2-4 Moratorium For Construction Or Other Work On Certain Streets, Areas, Or Facilities By Extending The Off-Premises Sign Moratorium Effective Date To July 1, 2026. Seconded by Wethal. Motion carried 7-0.

6. Tax Increment Ordinance for the Greater Downtown Urban Renewal District: 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. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 10-26 Amending Ordinance No. 53-24, As Amended, Providing That General Property Taxes Levied And Collected

Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, By Adding The Old Mercy Subarea To The Division Of Revenues. Seconded by Wethal. Motion carried 7-0.

7. Work Session Request: Dubuque Main Street: Motion by Resnick to receive and file the documents and schedule the work session for March 16, 2026, at 6:00 p.m. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Leyendecker reported on continuing his department orientations.

Wethal reported on attending an Early Childhood Iowa Division 7 gathering.

Resnick reported on meeting with the CEO of the Dubuque Regional Humane Society.

CLOSED SESSION

Motion by Wethal to convene in closed session at 10:44 p.m. to discuss Confidential Records, Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(c),(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 11:55 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:55 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES

Government Body: CIVIL SERVICE COMMISSION
Date: January 14, 2026
Time: 4:15 PM
Place of Meeting: City Hall - Conference Room A, 50 W 13th St.

Present: Commissioners Miquel Jackson, Scott Crabill, Otto Krueger, Julie Bockenstedt
Also present: Police Chief Jeremy Jensen and Bureau Chief Martin Fitzpatrick

Commissioner Crabill called the meeting to order at 4:17 p.m.

1. Approval of minutes from the October 8, 2025 meeting. Motion by Crabill to approve the minutes as submitted. Seconded by Krueger. Motion carried 4-0.
2. Fire and Police Department Reports. Fire Bureau Chief Fitzpatrick reported on employment numbers for the Fire Department and shared that entry level examinations will be conducted on January 21 and January 24, 2026. Police Chief Jensen reported on staffing numbers, ongoing testing and explained the testing and assessment center process.
3. Recertify the list for the position of Fire Lieutenant. Motion by Jackson to recertify the list for the position of Fire Lieutenant. Seconded by Bockenstedt. The list also includes candidates for Division/Bureau Chief, Assistant Fire Marshal, EMS Supervisor, and Fire Captain, all of which remain unchanged. The list also included candidates for Fire Equipment Operator; however, that list has been exhausted. Therefore, a new list of Fire Equipment Operators will be certified as Action #4. Motion carried 4-0.
4. Certify the list for the position of Fire Equipment Operator. Motion by Krueger to certify the list for the position of Fire Equipment Operator. Seconded by Jackson. Motion carried 4-0.
5. Certify the lists for the positions of Police Lieutenant, Police Corporal, Police Captain and Assistant Police Chief. Motion by Jackson to certify the lists for the positions of Police Lieutenant, Police Corporal, Police Captain and Assistant Police Chief. Seconded by Krueger. Motion carried 4-0.
6. Adjournment. Motion by Krueger to adjourn at 4:34 p.m. Seconded by Jackson. Motion carried 4-0.

Submitted by Pamela McCarron, Permit Clerk

MINUTES

Government Body: CIVIL SERVICE COMMISSION
Date: February 11, 2026
Time: 4:15 PM
Place of Meeting: City Hall - Conference Room A, 50 W 13th St.

Present: Commissioners Miquel Jackson, Scott Crabill, Otto Krueger, Carla Heathcote (virtual)
Also present: Police Chief Jeremy Jensen, Fire Chief Amy Scheller, Police Captain Scott Baxter, EMS Bureau Chief Sam Janecke

Commissioner Heathcote called the meeting to order at 4:15 p.m.

1. Approval of minutes from the January 14, 2026, meeting. Motion by Jackson to approve the minutes as submitted. Seconded by Crabill. Motion carried 4-0.
2. Fire and Police Department Reports. Fire Chief Scheller reported on employment numbers for the Fire Department and a new ladder truck that has recently been acquired. Police Chief Jensen reported on staffing numbers, ongoing testing for the position of Police Officer, and RAGBRAI event on July 25 in Dubuque.
3. Recertify the list for the position of Police Captain. Motion by Krueger to recertify the list for the position of Police Captain. Seconded by Jackson. Motion carried 4-0.
4. Request for advanced interview and essay question process for the position of Deputy Chief in the Fire Department. Motion by Krueger to approve the interview and essay question process for the position of Deputy Chief in the Fire Department. Seconded by Crabill. Motion carried 4-0.
5. Adjournment. Motion by Jackson to adjourn at 4:31 p.m. Seconded by Krueger. Motion carried 4-0.

Submitted by Pamela McCarron, Permit Clerk

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting December 18, 2025*

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

- The Board approved library expenditures for November.
- The Board approved library holiday closures for 2026.
- The Carnegie-Stout Public Library Foundation celebrated a donation from UMB bank of \$25,000. This money will help fund a refurbished seating area in the library's Youth Services area.
- The library had a great tree lighting program, with approximately 200 attendees. Special thanks to visits from the Northeast Iowa School of Music Woodwind Carolers and Santa Claus.
- The library collected over 400 pounds of food from the community to deliver to the Dubuque Food Bank before Thanksgiving.
- Library staff are working with FEH Design to finalize plans to be approved by the Board of Trustees to go out to bid for some internal renovations. Plans should be out for bid in early 2026.
- The Makerspace as acquired a "Direct to Film" printer, which makes the vinyl printing and adhesive backing process for sublimation prints to adhere to fabric much faster and cheaper for the public. This machine was purchased due to the demand of community members looking to make custom t-shirts at the library. The machine has been well received.

Statistical Highlights	November Count
Total Checkouts	35,729
Total Visitors	15,711
Total Program Attendance	2,097
Total Computer/Wi-Fi Use	11,221

Library Board of Trustees



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



Nick Rossman, Library Director

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting January 22, 2026*

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

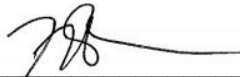
- The Board approved library expenditures for December.
- The Carnegie-Stout Public Library has been recognized as a Dementia Friendly Organization, presented by Dementia Friendly Iowa, an initiative of Northeast Iowa Area Agency on Aging.
- The library is partnering with multiple libraries and other organizations to offer Dubuque County Reads again this year. This year's title is "The Seed Keeper" by Diane Wilson. More information about the book and events can be found at <https://dbqreads.org>.
- The library is hosting a traveling exhibit, "Hoover on the Road", on loan from the Herbert Hoover Presidential Library and Museum from February 9 - 26. A reception and presentation will happen from 6 – 7:30 pm on Thursday, February 26 featuring author and historian, Lisa Ossian.
- Library staff and community advocates continue to meet monthly to continue efforts inspired by the Community Foundation of Greater Dubuque's Envision 2030 project. Meetings take place on the second Tuesday at 5:30 pm at the library and are open to the public.
- The library has been partnering with local business Dubuque Glass to offer virtual programming for ways community members can upcycle their used glass.
- The Carnegie-Stout Public Library Foundation hosted its first Puzzle for a Purpose event at the Grand River Center. 45 teams competed to complete a 500-piece puzzle in the fastest time. (Best time was 38 minutes).

Statistical Highlights	December Count
Total Checkouts	35,533
Total Visitors	15,412
Total Program Attendance	4,266
Total Computer/Wi-Fi Use	12,856

Library Board of Trustees



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



Nick Rossman, Library Director

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, January 15, 2026

City Council Chambers, Historic Federal Building

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

Commissioners Excused: Adam Schwendinger, Chirsty Monk

Commissioners Unexcused: None

Staff Members Present: Wally Wernimont, Chris Happ Olson, and Travis Schrobilgen.

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

MINUTES: Motion by Pettitt, seconded by Gau, to approve the minutes of December 18, 2025, meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Nay – none.

ACTION ITEMS: None.

ITEMS FROM PUBLIC: None.

Chairperson Esser, seeing no one from the public, moved an ITEM FROM STAFF to the front of the meeting.

2026 Historic Preservation Commission Workplan

Staff member Happ Olson presented the workplan, which was reviewed in the previous meeting. She noted that changes were made to include those items that are annually recurring, or on-going, as differentiated in red font and discussed in a manner that shows their annual change and renewal. She noted other items that the Commission does were added to the list in order to better track and report the actual activity. She asked if there were additional items not on the list.

The Commission reviewed the list noting that those shown were all discussed and that the work plan looks good. Update to two issues was proposed and agreed upon.

Motion by Pettitt, seconded by Doyle, to approve the workplan and to recommend that City Council review and adopt the workplan. Motion carried by the following vote: Aye –

Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Rick Stuter; Nay – none.

ITEMS FROM COMMISSION:

Awards Criteria Discussion:

Request from Commission at Dec. 2025 meeting to discuss criteria and process for Awards ceremony (see items from staff).

Staff member Happ Olson noted the following are the criteria for the Ken Kringle Historic Preservation Awards:

- The project meets the Secretary of the Interior's Standards for Rehabilitation and City of Dubuque Architectural Guidelines.
- The property owner has followed all proper procedures and obtained all the required permits.
- The project was largely completed the previous calendar year (but we've also allowed this to flow over into the spring of the current year).
- The structure has historical significance, or is making a positive impact in a historic district.
- The structure has had great visual impact from its "before" and "after" appearance.

Olson noted the following past awardees that "broke tradition":

- In 2025, A posthumous award was given to Duane Hagerty, and created in his name to recognize a special effort of excellence.
- In 2024, an award was given for a small rehabilitation in a conservation district for 105 Locust Street, as a commercial reuse serving as a gateway to downtown, across the street from restoration projects in historic districts.
- In 2023, the Commission gave an award for neighborhood impact with the conversion of Vogel Paints into Voices Studio, for a non-contributing building in a National Register Historic District.
- In 2022, the Commission gave a Lifetime Achievement award to Mike Gibson.
- In 2021, the Commission gave an award for a rehabilitation of a previously non-contributing structure (1638 Central Avenue) to be more in keeping with the National Register district in which resides.

Olson discussed the Commission's ability to modify or change the criteria and noted that the Commission has been flexible with the specific criteria.

Commissioner Doyle stated that he appreciated the flexibility they've used in selecting awardees which has allowed for some deserving properties and people to receive awards. Chairperson Esser agreed, stating that she views it that a project does not need to meet all the criteria but should meet most of them. Pettitt pointed to possibly rewording the criteria "The structure has had a great visual impact from its "before" and "after" appearance."

The commission generally approved of the criteria but by consensus, asked staff to modify and provide options for review for the criteria in question.

ITEMS FROM STAFF:

Awards for 2026

Olson discussed the list of nominations. The Commission reviewed the potential awardees and added the Ham House and 2901 Central buildings to the list, provided there were no issues with those projects. The list of awards includes 890 W 3rd Street, 799 Main Street, 346-348 W. Locust Street, 1706 Central Avenue, Ham House, and 2901 Central Avenue, in addition to Duane Hagerty Award for Preservation Excellence to Randy Lyon/Encyclopedia Dubuque. The Commission had a consensus to move forward with awards for all the items except 432 Bluff Street.

Motion by Doyle, seconded by Pettitt to select 7 nominees for Awards. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Rick Stuter; Nay – none.

Unified Development Code (UDC) update

Staff discussed the current status of the UDC code, which is being updated. They described that the demolition sections are not clear and staff is working on rewriting that section. They noted that it would be coming back for review at the next meeting.

Chairperson Esser left the meeting at 6:02 pm, and Vice-Chairperson Tim Gau proceeded to lead the meeting.

Programmatic Agreement with the State Historic Preservation Office

Staff member Happ Olson noted that the City has been the recipient of HUD program funding since 1997 and that it has been over a decade since the City and State Historic Preservation Office (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. She described Section 106, the requirements, and the programs that would fall under a programmatic agreement. She stated that the City began exploring a programmatic agreement in 2019 and drafting was in process by 2020, but stalled due to various staffing changes at the SHPO over the years. This fall, SHPO 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, and that 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. She noted that neither the ACHP nor HUD desire or are required to be a signatory, but both are in favor of the agreement.

She concluded by asking the Historic Preservation Commission (HPC) to review the document and recommended the Commission approve as submitted, with a recommendation to City Council for review and adoption.

Motion by Pettitt, seconded by Doyle, to approve the Programmatic Agreement Document and to recommend that City Council review and adopt it. Motion carried by the following vote: Aye – Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Rick Stuter; Nay – none.

Request for Qualifications for Eagle Point Park Fundraising Consultant

Happ Olson described the opportunity for funding noting that the Jeffris Family Foundation funding would advance the recommendations from last year's Historic Structures Report. She noted that fund raising would be required per the stipulations of the Jeffris Family Foundation and noted that city staff cannot fundraise. She said a consultant would do a three-year fundraising campaign which, if successful, would allow the Jeffris funding to be granted. She noted that a Request for Qualifications (RFQ) was need to bring in a fundraising consultant and that it should be released the next week.

ADJOURNMENT: Motion by Doyle, seconded by Stuter to adjourn the January 15, 2026, Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft and Stuter; Nay – none.

The meeting adjourned at 6:21 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

February 19, 2026

Adopted

HUMAN RIGHTS COMMISSION MEETING MINUTES
January 13, 2026

DATE: Tuesday, January 13, 2026

TIME: 4:30 PM

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

The meeting was called to order at 4:39 pm.

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

Commissioners Excused: Luzelena Bravo

Commissioners Absent:

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 December 9, 2025, meeting. Motioned by Heiar, seconded by Baumhover, all in favor.

Public Input

Anthony Allen from the NAACP expressed a desire to reestablish a partnership with the commission. Allen said that in the past, each Human Rights commissioner was attached to an organization in the community. He would like to renew this between the Human Rights Commission and the NAACP.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
 - December amount: 0
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - December amount: 15
- Incidents in mediation – complaints currently in mediation
 - December amount: 0
- Incidents in full hearing – complaints in full hearing process
 - December amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)

- December amount: 8
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - December amount: 0
- Total inquiries and complaints FY26 – signed complaints filed in FY26
 - December amount: 58

Director's Report

Lehman reported that updates to the marketing flyers was underway and would hopefully soon be complete. Jannette has been working on a resource list of organizations in the community that assist with resident needs such as food, financial, and health assistance.

Chairperson's Report

Nothing to report.

Old Business:

Update on the Community Support and Empowerment Grant: Jannette reported that the grant application period is currently open. One application has been received so far, however other parties have requested information. Freiburger, Phillipson, and Baumhover volunteered to be reviewers.

Update on hiring for Chief/Director: In-person interviews are taking place this week. They hope to have a suggestion for the new director made next week with the job offer happening the following week.

New Business:

Human Rights Commission handbook: Sections 1, 2, 3, 6, 7, 8, 9, and 10 were updated and new copies were handed out to commissioners. Heiar reported that for most sections simple clarifications were made, no policy changes were made. Chapter 6 included clarification and a new section on meeting conduct. Once a new director is hired, the commission will go through all sections together. Freiburger motioned to approve the changes in chapter 6, Phillipson seconded, all in favor.

Upcoming meetings for the Point Neighborhood Association: Baumhover provided a list of upcoming dates the association will be meeting. It was discussed that once the new marketing flyers were complete, the commission would discuss attending association meetings throughout Dubuque.

List of partnerships: Kurczek sent a list of organizations to Jannette who is incorporating them into the list of organizations she is working on.

Orange flags training: Per Lehman, there are no updates. He is hoping to put it on the agenda for a near-future Leadership meeting.

Calendar discussion: Kurczek recommended we create a calendar of upcoming events throughout the year so that they can be addressed by the commission ahead of time. It was requested that this item be put on the agenda for next month. Kurczek to send Jannette a list of possible calendar items.

Iowa Legislature: Kurczek reported that it is a short legislative session in Iowa. It is 100 days instead of 110 days.

Cracker Barrel: Sessions take place in Dubuque the first Saturday of the month.

Upcoming Outreach Events

None.

Upcoming Cultural Events

None.

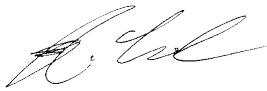
Reflections and Updates

Freiburger commented that the Rotary club is looking to facilitate discussions. They meet every Tuesday at the Country Club. She invited other commissioners to join her at their meetings.

Adjournment:

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

The next regularly scheduled meeting is scheduled for Tuesday, February 10, 2026, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted:  _____

Minutes approved as corrected: _____

PARK AND RECREATION COMMISSION MEETING
Wednesday, January 21, 2026
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Ron Axtell, Josh Jorgenson, Jess Ochoa, and Lori Ollendick (phone call)

ABSENT: Jason Henkel, Robin Kennicker

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

CALL TO ORDER: Jess called meeting to order at 4:37 p.m.

MINUTES APPROVED VOTE:

It was moved by Tigges, second by Axtell, to approve the minutes of the December 10, 2025, meeting. Unanimous.

PUBLIC INPUT:

None.

REVIEW OF FINAL DRAFT OF THE PARKS AND RECREATION COMPREHENSIVE MASTER PLAN

Parks and Recreation Director, Matt Kalcevich, provided details regarding the draft, which included several cosmetic changes and minor adjustments. However, the majority of the information remained consistent with what was presented at the beginning of December. This included the public response period from December 9, 2025 through January 5, 2026. The final presentation is scheduled to be shared with city council at the February 16, 2026 council meeting.

Tigges moved to have the Parks and Recreation Commission recommend approval of the Parks and Recreation Comprehensive Master Plan by City Council. Axtell seconded this motion. The vote passed 5-0.

DIVISION MANAGER REPORTS

Recreation Division Manager, Dan Kroger, advised his team is currently planning and working on summer hiring efforts and summer activities and programming. Park Division Manager, Steve Fehsal, provide an update on the Parks division crew has been working on the following, working to get Comiskey Phase 2 pre-construction meetings scheduled, working on winter duties like ice and snow removal as needed, FY 2027 budget request, Playground replacement concepts under review, picnic table repair, removal of hazardous trees as weather allows, sanitizing pots and preparing greenhouse for 2026

growing season, working to get Allison Henderson ice rink skateable as weather allows.

COMMISSION COMMUNICATION / QUESTIONS:

Commissioner Ollendick asked if the Master Plan has multiple plans in it. Kroger explained it has a needs assessment, deferred maintenance and natural resource plan.

Commissioner Tigges asked if a second sheet of ice were to be added, would that be up to the city or the managing company. Kalcevich explained that would be a combined discussions but ultimately the city.

Commissioner Axtell asked if there is a fundraiser for Eagle Point Park. Kalcevich explained there is no formal group as of yet. Fehsal also explained that there is a potential for a grant from the Jeffries Foundation. It is a grant match so the city would need to hire a third party to assist with fundraising because it cannot be done by the city.

ADJOURNMENT:

It was moved by Tigges, second by Axtell, to adjourn the meeting at 5:32 a.m. Unanimous.

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, December 2, 2025

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

STAFF: Todd Dalsing, Jenny Messerich, Eric Scott (on phone), Matt Skinner (on phone)

GUESTS: Keegan Turnbough/KCRG, Chris Gray/TH, University of Dubuque students

AIRPORT COMMISSION MINUTES

Commissioner RJ Blocker moved to approve the Airport Commission Minutes of October 28, 2025. Commissioner Bob Woodward seconded the motion. The motion passed unanimously.

RECOGNITION

None.

ITEMS SET FOR PUBLIC HEARING

None.

PUBLIC HEARING.

None.

PUBLIC INPUT

None.

ACTION ITEMS

1. Annual Election of Officers: Commissioner Ron Vaughn moved to approve Mariann Kurtz Weber as Chair and Bob Woodward as Vice Chair. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided the monthly statistics, budget summary, invoice summary, general aviation update, airport projects update, and correspondence since the previous Airport Commission Meeting. Commissioner Mariann Kurtz Weber moved to direct the Airport Director to continue any negotiations with Denver Air regarding service

and take any action as required by the City of Dubuque City Council. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.

COMMISSIONER MEMBER REPORTS

Commissioner Mariann Kurtz Weber thanked Matt Skinner for all of his service to date.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is January 27, 2026.

Commissioner RJ Blocker moved to adjourn the meeting at 4:28 p.m. Commissioner Bob Woodward seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

APPROVED MINUTES OF CABLE TV COMMISSION MEETING

Dec. 17, 2025

4:30 p.m. Virtual Meeting

MEMBERS PRESENT: Ron Tigges (chair), Georgina Guerrero Galvan, Pauline Maloney, Jennifer Tigges,

MEMBERS ABSENT: Tom Eckerman

OTHERS PRESENT: Felicia Carner, City of Dubuque Multimedia Specialist, and Randy Gehl, City of Dubuque Public Information Officer

Chair R. Tigges called the meeting to order at 4:36 p.m.

Acceptance of Agenda

- Upon a motion by J. Tigges, seconded by Guerrero Galvan, the agenda was accepted by a vote of 4 - 0.

Approval of Minutes of Nov. 19, 2025, Meeting

- Upon a motion by Maloney, seconded by Guerrero Galvan, the minutes from the Nov. 19, 2025, meeting were accepted by a vote of 4 - 0.

Community PEG Equipment Grant Reviewing Process

- Carner presented a drafted guide to assist commissioners in reviewing Community PEG Equipment Grant applications. This guide aims to help applicants understand reviewing consideration, as well as help commissioners prepare for the Cable TV Commission's formal group review and discussion. Commissioners collectively expressed their preference for

using the guide as an informal note-taking tool. The formal, complete review, consideration, and discussion for each applicant will be conducted publicly at a meeting where the top five applicants will be selected, and commissioners will collectively note their reasoning. The reasoning will be noted and made available to applicants upon request.

- Maloney made a motion to approve the informal review guide, excluding written-response questions. Motion was seconded by Guerrero Galvan and approved by a vote of 4-0.

Public Input

- No public input was offered.

Items from the Commission

- Maloney informed staff of an error in the Community PEG Access Equipment Grant details. Carner noted the error for correction.

Items from Staff

- Carner reminded the commission of the yearly PEG channel operator review and suggested the review be scheduled during the commission's next meeting to coincide with the commission's review of Community PEG Access Equipment Grant applications. The commission expressed their support and Carner indicated she would work with channel operators to schedule the review. Carner reported on the efforts under way and planned to promote the PEG equipment grant.

Adjournment

- Upon a motion by J. Tigges, seconded by Guerrero Galvan, and 4-0 vote, the meeting adjourned at 5:12 p.m.

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, December 16, 2025

Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

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

Commissioners Absent: Jessica OCHOA

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

Public Present: Matt KALCEVICH (Parks & Recreation Director)

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

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:32 PM.

2. **Roll Call**

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

3. **Review and Approve Minutes from November 18, 2025.**

DONALD motions to accept minutes, CHAVENELLE seconds. No further discussion. Vote unanimously passed.

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

SPURLING reported that the proposed Commission ordinance changes have been approved by the City Council at the December 1, 2025, meeting.

City Council approved the FY'27 grant programs at the December 1, 2025, meeting. Information has been posted to the City's website.

SPURLING shared that she has drafted a memo to restructure the Creative's Café to better align with the current need for these events, as well as the funds allocated by the City for these events.

Currently, Art on the River has 5 completed applications and 6 in process. The deadline to apply is January 16, 2026.

Addison Aronson was appointed to fill the empty Commissioner seat by the City Council at their December 15, 2025, meeting.

5. Updates from Master Plan Working Groups

Nothing new to report currently.

6. Old Business

Nothing new to report currently.

7. New Business

a. Parks & Rec Master Plan Presentation

City of Dubuque's Parks & Recreation Director, Matt KALCEVICH shared the process that the department went through in developing their new comprehensive plan.

b. Commission Goals

Further discussion will take place at the January meeting.

8. Events and Engagement Reporting from Commissioners

Nothing new to report currently.

9. Public Comment

Nothing new to report currently.

10. Adjourn

Adjournment motioned by BARBA seconded by DAVIS-ORWOLL at 5:08PM.

Next meeting(s): Regular Meeting – January 27, 2026.

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

These minutes were passed and approved on January 27, 2026

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

**Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of December 18, 2025**

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:00 p.m. on Thursday, December 18, 2025.

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

1. President Gregory called the meeting to order at 4:06 p.m.

"Moved to adopt the meeting agenda of December 18, 2025."

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

2. Board President's Report:

- A. Communication with Dubuque City Council, November, 2025

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

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

3. Approval of Board of Trustees Meeting Minutes of November 20, 2025."

"Moved to approve the Board Meeting Minutes of November 20, 2025."

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

4. Motion to Receive and File Informational Items:

- A. Library Director's Report Summary and Update:

- 1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that November marks approximately 41% of the fiscal year. The library has spent 42% of our budget to date.

Revenue collected at 25% of projected budget.

- 2) Library Use – Rossman reported a 4% decrease in circulation statistics compared to November 2024.

The library saw a 14% decrease in visitors compared to November 2024.

The library saw a 13% decrease in internet and wireless usage comparing November 2024.

Patrons used curbside pickup 73 times in November.

All these usage statistics are likely a little lower due to a Winter storm that closed the library an extra day and made travel hazardous for a few days at the end of November.

There was some discussion regarding usage stats for the public computers, Wi-Fi usage, and the new laptop kiosk. With some desktop usage numbers trending down, and the laptop checkouts trending up. Staff will plan to present a usage report for the January meeting to look at trends and potentially help with decision making as the adult computers will be moving as part of renovation.

Rossman reported there were 2,748 Hoopla downloads in November. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

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

UMB Market President Drew Townsend, and former Carnegie-Stout Public Library Foundation Board Member Nick Patrum presented the Carnegie-Stout Public Library Foundation with a \$25,000 donation in December. These funds will go toward renovating bench seating in the Youth Department. There was some discussion about selecting between pre-made furniture for the space in considering a price difference in going with something custom designed. An eye-catching design could be a great opportunity refurbish the youth space and spark some excitement. More details will be provided to the Board as available.

The December Tree Lighting program was reworked as a First Friday event this year. There was a really wonderful turnout, with approximately 200 people in attendance. The Northeast Iowa School of Music Woodwind Carolers performed, there was a storytime next to the tree, and a special appearance from Santa.

Library staff had an opportunity to receive Dementia training from Dementia Friendly Iowa. Public programming has also been provided by

the group. Staff are going to continue to work with the Northeast Iowa Area Agency on Aging to provide public programming

The Dubuque community delivered over 400 pounds of food to the library, which was collected and passed along to the Dubuque Food Pantry. Food was delivered on November 25.

Library Director Nick Rossman will have an opportunity to provide a library orientation to the two newly elected City Council members. Council Member Chris Staver visited on December 11, which went well. Council Member Tyson Leyendecker will come in January.

A reminder was offered to trustees that the Board of Trustees reception for library staff and volunteers will take place on Thursday, January 22 from 2 – 4 pm.

The Carnegie-Stout Public Library Foundation is hosting a puzzle competition on Saturday, January 31 at the Grand River Center. Fastest teams in two different time slots (10 am and 2 pm) will receive prizes.

The Mathias Ham House has reached out regarding the library-owned William Allison Secretary Desk that has been on long term loan. They have changed their policy regarding long-term loans and are looking to eliminate them from their operating procedures. With planned restorations happening at the Ham house site, they would like to return the desk to the library. They did indicate that if the Board of Trustees wanted to transfer ownership as a donation to the Ham House, they would consider accepting it, however, wanted to be transparent that there would likely be times where the item would not be on display.

The Board of Trustees reviewed closure dates for 2026 calendar closings for holidays and staff trainings. The approved dates will be made available on the library calendar, and public will be notified by press release as the dates approach throughout the year.

There was some discussion regarding the structure of the agenda for meetings. Trustee Guns requested to move the items for approval toward the top of the agenda, which would help in moving the more important items toward the beginning of the meeting, leaving the updates toward the end. Staff will plan to accommodate this change beginning in 2026.

- 4) Library Space Needs – Library Director Rossman reported that library staff has met with FEH Design a couple of times to continue refining the conceptual plans before they are sent to the Board of Trustees for approval to go out to bid. There is more work to do in January.

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

B. Comment Cards – None.

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

Motion: Mullin
Second: Connery
Vote: Aye – 6; Nay – 0

5. Action Items (Action):

- A. Library Expenditures FY-26: Operating Expenditures November, Period 5
– The Board reviewed the detailed expenditures reports.

“Moved to approve the library expenditures for FY-26 November, Period 5.”

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

B. Approve 2026 Library Closures Calendar

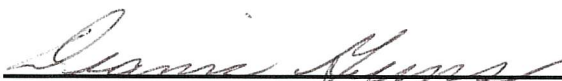
“Moved to approve the holiday and professional development library calendar closures for 2026.”

Motion: Mullin
Second: Connery
Vote: Aye – 6; Nay – 0

6. Library Board Adjournment – The Board adjourned at 4:52 pm.

“Motion to adjourn.”

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


Diann Guns, Board Secretary

01-22-2026
Date

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Alizabeth Chapman for vehicle damage; Nicholas Fuller for property damage; Hendrik Van Pelt vs. City of Dubuque for Petition Pursuant to Iowa Code Chapter 22 for Writ of Injunction or Writ of Mandamus.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Alizabeth Chapman
2. Claim by Nicholas Fuller
3. Memo and Van Pelt Petition

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
legal
article Swift
Gus Bihagos

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: Elizabeth Chapman
2. Address: 33 S Main St.
City: Zwingle State: IA Zip: 52079
3. Telephone Number: 608-482-2537
4. Date of Incident: 2/6/20
5. Time of Incident: 11:25 A.M.
6. Location of Incident (Be specific): Corner of 9th + Bluff. Side parking lot at Telegraph Herald.
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.)
City sign fell and landed on the hood on my vehicle that was parked in my work parking lot.
8. What were weather conditions like? Windy / Partly Cloudy
9. Give name and address of any witnesses: N/A
10. Did police investigate? (If so, give names of officers.)
Yes, Dylan Doerges
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Yes, dent + scratches on 2024 Jeep Grand Cherokee L

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

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? \$2,223.67

16. Why do you claim the City of Dubuque is responsible? The city owns/maintains sign that fell.

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 16 day of February, 2026.

Elizabeth Chapman (Signature)

Elizabeth Chapman (Print Name)

(Rev. 9/24)

RECEIVED
2026 FEB 16 PM 4:37
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Nicholas Fuller
2. Address: 1780 alta Pl
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563 542 9732
4. Date of Incident: 12/20/24
5. Time of Incident: 8:15 AM
6. Location of Incident (Be specific): 1780 alta Place

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 computer was taken from my home
(Clark Egdorf)

8. What were weather conditions like? cloudy
9. Give name and address of any witnesses: Clark Egdorf
10. Did police investigate? (If so, give names of officers.)
incident occurred during a search
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

N/A

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

yes, The power supply on my computer, the mother board, antennas, GPU, and Memory, case

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?

The price of the computer

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

The police took it from my possession

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

No

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

Dated at Dubuque, Iowa this 15 day of february, 2026.

Nicholas Fuller

(Signature)

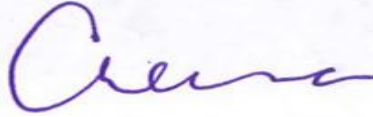
Nicholas Fuller

(Print Name)

(Rev. 9/24)

RECEIVED
2026 FEB -5 PM 1:19
City Clerk's Office
Dubuque, IA

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY



TO: MAYOR BRAD M. CAVANAGH AND MEMBERS OF THE CITY COUNCIL

DATE: FEBRUARY 23, 2026

RE: OPEN RECORDS LAWSUIT

Attached is a petition filed in the District Court in and for Dubuque County alleging an open records violation by the City of Dubuque. An answer is being filed denying any violation.

No action by Council is required at this time other than receive and file.

IN THE IOWA DISTRICT COURT FOR DUBUQUE COUNTY

HENDRIK VAN PELT,

Plaintiff,

v.

CITY OF DUBUQUE, IOWA,

Defendant.

Case No. CVCV118196

ORIGINAL NOTICE

TO THE ABOVE-NAMED DEFENDANT:

You are hereby notified that a petition has been filed in the office of the clerk of this court naming you as the defendant in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The attorney for the plaintiff is Molly M. Parker of Shuttleworth & Ingersoll, P.L.C., whose address is 235 6th Street SE, Cedar Rapids, IA 52401. That attorney's phone number is (319) 365-9461.

This case has been filed in a county that utilizes electronic filing. You should look at Iowa Court Rules Chapter 16 for general rules and information on electronic filing. Also please refer to rules Chapter 16, division VI regarding the protection of personal information in court filing.

You must serve a motion or answer within 20 days after service of this original notice upon you and within a reasonable time thereafter file your motion or answer with the Court for Dubuque County at the county courthouse in Dubuque, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at 563-589-1300. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942).

IMPORTANT NOTICE

YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS.

RECEIVED
2026 FEB 18 AM 11:31
City Clerk's Office
Dubuque, IA

Iowa Judicial Branch

Case No.

CVCV118196

County

Dubuque

Case Title **HENDRIK VAN PELT VS CITY OF DUBUQUE**

You must file your Appearance and Answer on the Iowa Judicial Branch eFile System, unless the attached Petition and Original Notice contains a hearing date for your appearance, or unless the court has excused you from filing electronically (see Iowa Court Rule 16.302).

Register for the eFile System at www.iowacourts.state.ia.us/Efile to file and view documents in your case and to receive notices from the court.

For general rules and information on electronic filing, refer to the Iowa Rules of Electronic Procedure in chapter 16 of the Iowa Court Rules at www.legis.iowa.gov/docs/ACO/CourtRulesChapter/16.pdf.

Court filings are public documents and may contain personal information that should always be kept confidential. For the rules on protecting personal information, refer to Division VI of chapter 16 of the Iowa Court Rules and to the Iowa Judicial Branch website at www.iowacourts.gov/for-the-public/representing-yourself/protect-personal-information/.

Scheduled Hearing:

If you need assistance to participate in court due to a disability, call the disability access coordinator at **(319) 833-3332**. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). For more information, see www.iowacourts.gov/for-the-public/ada/. **Disability access coordinators cannot provide legal advice.**

Date Issued **02/13/2026 03:41:33 PM**



District Clerk of Court or/by Clerk's Designee of Dubuque
County
/s/ Sommer Stevens

County

IN THE IOWA DISTRICT COURT FOR DUBUQUE COUNTY

HENDRIK VAN PELT	)	
	)	
Plaintiff,	)	
	)	NO. <u>CVCV118196</u>
vs.	)	
	)	PETITION PURSUANT TO IOWA
CITY OF DUBUQUE,	)	CODE CHAPTER 22 FOR WRIT OF
	)	INJUNCTION OR WRIT OF
Defendant.	)	MANDAMUS
	)	
	)	
	)	

Hendrik van Pelt requests that the Court shed necessary light on the City of Dubuque's (the "City") relationship with the businesses it uses to monitor and surveil its citizens, and why it seeks to shroud those relationships and surveillance data in secrecy. The City has denied Plaintiff's efforts to access this information under Iowa's Open Records Act.

PARTIES, VENUE, AND JURISDICTION

1. Hendrik van Pelt is and has at all relevant times been a resident of Clayton County, Iowa.
2. The City of Dubuque is a city in Dubuque County, Iowa.
3. The City is subject to the requirements of Iowa Code Chapter 22.
4. The City is the lawful custodian of the public records Plaintiff seeks.
5. Jurisdiction and venue arise under Iowa Code §§ 22.5 and 22.10.

BACKGROUND AND FACTS

6. On October 22, 2025, van Pelt, through counsel, submitted an Open Records Request to the City. ***See Attached, Ex. 1.***

7. The City confirmed receipt of van Pelt's request the same day. **See Attached, Ex. 2.**
8. The City provided a substantive response to van Pelt's Open Records Request on November 14, 2025. **See Attached, Ex. 3; see also Ex. 2 p. 3.**
9. In response to van Pelt's Open Records Request, the City provided some responsive documentation. However, the City withheld certain documentation under Iowa Code §§ 22.7(9), 22.7(18), and 22.7(55). *See Ex. 3.*

**COUNT I: VIOLATION OF CHAPTER 22 – INJUNCTIVE RELIEF
AND/OR MANDAMUS**

10. Plaintiff re-alleges and repleads paragraphs one through 9.
11. Count I is brought pursuant to Iowa Code § 22.10 against the City to enforce the statutory requirements of the Iowa Open Records law by any aggrieved person.
12. The City is a government body within the meaning of Iowa Code § 22.1.
13. Upon information and belief, the City has in its possession certain public government records as defined by Iowa Code § 22.1.
14. The City is the lawful custodian of the records sought.
15. Plaintiff has requested access to these public records. *See Ex. 1.*
16. The City has not made the records requested available to Plaintiff and instead has improperly relied on inapplicable disclosure exemptions set out under Iowa Code § 22.7.
17. Alternatively, to the extent the City claims is not in possession of the records sought, its failure to maintain those records is a violation of Iowa Code § 22.2(2) and/or § 23.3A(2)(b).
18. The City's refusal to provide copies of public records constitutes a violation of its duties under Iowa Code Chapter 22.

19. Pursuant to Iowa Code §§ 22.5 and 22.10, Plaintiff requests that the Court issue an injunction ordering the City to provide access to and/or produce all records encompassed by their pending requests.

20. In the alternative, Plaintiff requests that the Court issue a writ of mandamus commanding the Board to fully respond to the pending requests under Chapter 22.

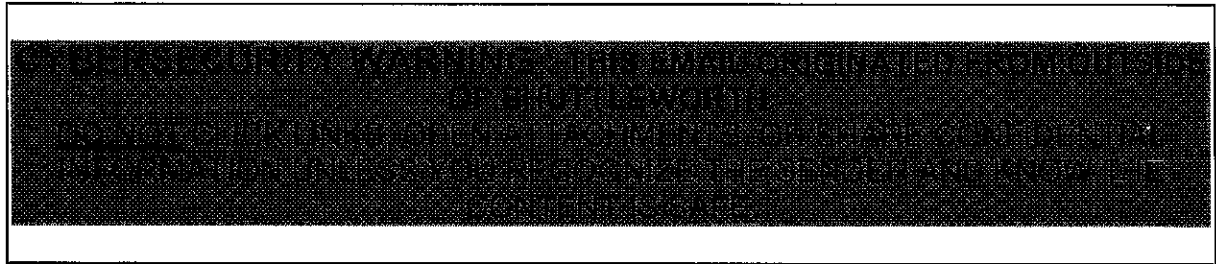
WHEREFORE, Plaintiff Hendrik ("Cris") van Pelt respectfully requests that the Court issue an Order finding Defendant the City of Dubuque violated Chapter 22 of the Iowa Code, and

- i) Issuing an injunction or writ of mandamus requiring Defendant to comply with all Chapter 22 requirements pursuant to Iowa Code § 22.10(3);
- ii) Assessing damages against Defendant as appropriate under Iowa Code § 22.10(3);
- iii) Ordering the payment of Plaintiff's costs and attorneys' fees pursuant to Iowa Code § 22.10(3); and
- iv) Ordering all further relief the Court deems just.

/s/ Molly Parker
Molly M. Parker AT0012335
Shuttleworth & Ingersoll, PLC
235 6th Street SE
Cedar Rapids, IA 52401
Phone: 319-365-9461
Fax: 319-365-8443
E-mail: mmp@shuttleworthlaw.com

ATTORNEYS FOR PLAINTIFF

From: [Adrienne Breittfelder](#)
To: [Molly Parker](#)
Subject: RE: Chapter 22 Request
Date: Monday, November 24, 2025 2:34:44 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)



Molly,

Just to clarify, the list of camera locations that I reference in my below email is our Milestone Systems cameras and does not include ALPR locations. The list of ALPR locations was previously provided to you.

Thank you,
Adrienne



Adrienne Breittfelder, CMC
City Clerk | City of Dubuque
City Hall | 50 W. 13th Street
Dubuque, Iowa 52001
563-589-4121


From: Adrienne Breittfelder
Sent: Monday, November 24, 2025 2:15 PM
To: 'Molly Parker' <MMP@ShuttleworthLaw.com>
Subject: RE: Chapter 22 Request

Molly,

Rejecting your definitions did not affect our response; all documents responsive to your request were provided. I have attached the remaining purchase orders and list of camera locations. Regarding training materials for other systems in scope of the request, I have included the applicable links to Milestone Systems below.

Main Link

<https://www.milestonesys.com/>

Documentation Link

https://doc.milestonesys.com/en-US/?utm_source=MSweb&utm_medium=Megamenu&utm_campaign=Permanent

Thank you,
Adrienne



Adrienne Breitfelder, CMC

City Clerk | City of Dubuque

City Hall | 50 W. 13th Street

Dubuque, Iowa 52001

563-589-4121



From: Molly Parker <MMP@ShuttleworthLaw.com>

Sent: Wednesday, November 19, 2025 9:52 AM

To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>

Subject: RE: Chapter 22 Request

Adrienne,

Thank you for your response. Can you please let me know when we can expect the documents that you've indicated are still being collected?

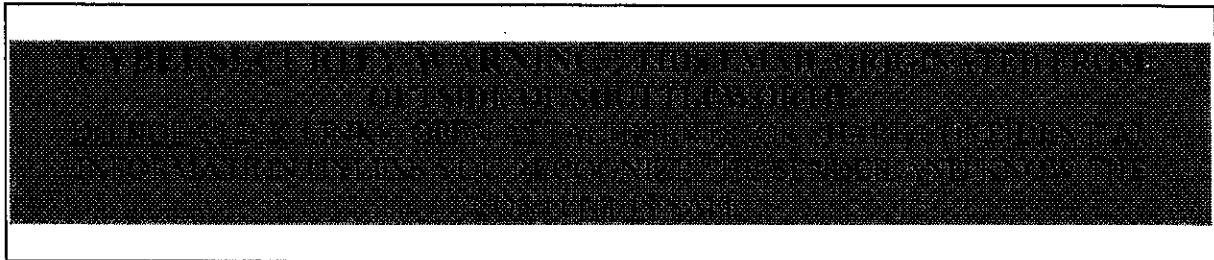
With respect to the definitions, I understand the City's desire to use commonly relied upon terms. My concern is that the refusal to apply the definitions I supplied fundamentally changed the City's understanding of our request. In short, can you please indicate whether there are documents that would have fallen within my supplied definitions that did not fall within the definition the city applied, and were therefore not provided on the basis of being outside the scope of the request?

The Freedom of Information laws give my client a right to make any request for public

records. I do not think the City can receive a request and unilaterally modify the terminology of the request if it results in a substantive change to the request or results in a different set of documents being requested/produced than was actually asked for. In the event that's what happened here, please supply a response to the actual request we submitted.

Looking forward to your reply,
Molly

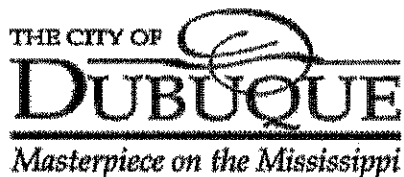
From: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Sent: Friday, November 14, 2025 1:53 PM
To: Molly Parker <MMP@ShuttleworthLaw.com>
Subject: RE: Chapter 22 Request



Molly,

Please see the attached letter and supporting documents containing our responses to your open records request.

Thank you,
Adrienne



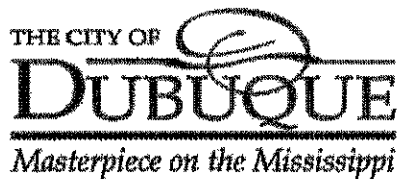
Adrienne Breitfelder, CMC
City Clerk | City of Dubuque
City Hall | 50 W. 13th Street
Dubuque, Iowa 52001
563-589-4121


From: Adrienne Breitfelder
Sent: Monday, November 10, 2025 2:13 PM
To: 'Molly Parker' <MMP@ShuttleworthLaw.com>
Subject: RE: Chapter 22 Request

Molly,

We are finalizing the response and will provide it to you by the end of this week.

Thank you,
Adrienne



Adrienne Breitfelder, CMC
City Clerk | City of Dubuque
City Hall | 50 W. 13th Street
Dubuque, Iowa 52001
563-589-4121
f t i n y n

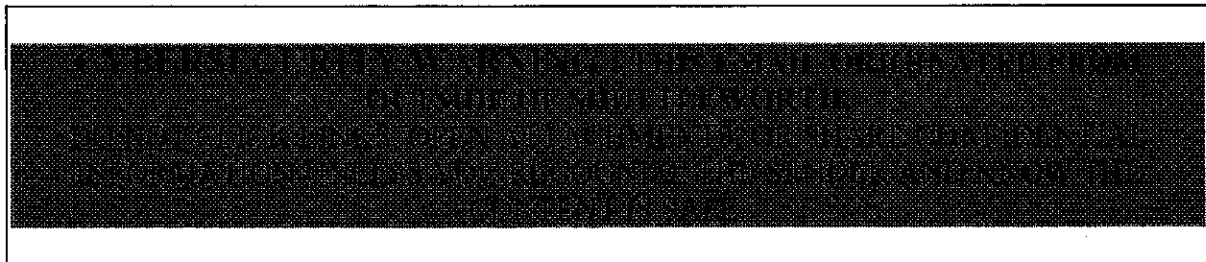
From: Molly Parker <MMP@ShuttleworthLaw.com>
Sent: Monday, November 10, 2025 1:11 PM
To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Subject: RE: Chapter 22 Request

Adrienne,

Please provide an update about when I can expect to receive the documents I requested.

Thank you,
Molly

From: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Sent: Wednesday, October 22, 2025 3:02 PM
To: Molly Parker <MMP@ShuttleworthLaw.com>
Subject: Re: Chapter 22 Request

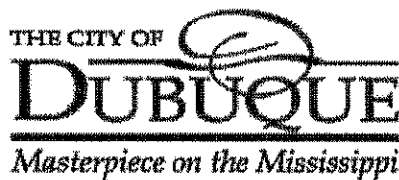


Ms. Parker,

I confirm receipt of your request. I will follow up after consulting with the relevant departments to determine what information can be provided, along with the associated time and cost estimates.

Thank you,

Adrienne



Adrienne Breitfelder, CMC
City Clerk | City of Dubuque
City Hall | 50 W. 13th Street

Dubuque, Iowa 52001
563-589-4121



From: Molly Parker <MMP@ShuttleworthLaw.com>
Sent: Wednesday, October 22, 2025 2:37 PM
To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>
Subject: Chapter 22 Request

Ms. Breitfelder,

Please see the attached Freedom of Information Act Request, submitted under Iowa Code Chapter 22.

Please do not hesitate to contact me if you have any questions.

Thanks,

Molly

WE MOVED! Please note that as of July 15, 2024 my physical office location is 235 6th St. SE, Cedar Rapids. My email address and phone number have not changed.

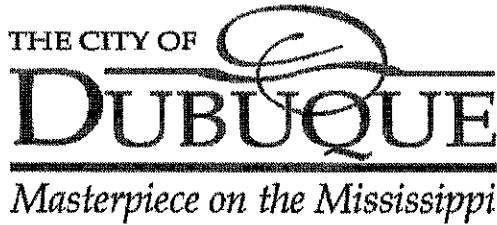
Shuttleworth & INGERSOLL

ATTORNEYS AT LAW • ESTABLISHED 1854

Molly M. Parker (*she/her/hers*)
Shuttleworth & Ingersoll, P.L.C.
235 6th Street SE
Cedar Rapids, IA 52401
Phone: (319) 365-9461
Fax: (319) 365-8443
E-mail mmp@shuttleworthlaw.com
Website www.shuttleworthlaw.com

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City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
cityclerk@cityofdubuque.org
www.cityofdubuque.org

November 14, 2025

Via email to MMP@ShuttleworthLaw.com

Molly Parker
Shuttleworth & Ingersoll

Ms. Parker,

The City of Dubuque has received your records request dated October 22, 2025, wherein you request certain records "created, edited, or received by the City during the time period beginning January 1, 2024, and ending as of the date of [your] letter," unless otherwise indicated. Your letter also contains definitions for "Surveillance System," "Surveillance Device," and "Surveillance Vendor" for purposes of your request. The City declines the invitation to adopt those definitions; instead, the City applies the usual and customary meanings of each such term.

The City maintains cameras for many purposes, including:

- Asset Protection,
- Personal Safety, for employees and the public,
- Quality Assurance, and
- Assisting City Departments in operations.

As an example, our STREETS project is used to improve mobility, reduce congestion, improve safety, and provide information for travelers. You can find more information on the project at: <https://www.cityofdubuque.org/2945/STREETS-Project>.

Cameras within City facilities, such as City Hall and the City's parking ramps, are primarily for the safety of the public and City staff, and the security of City property and infrastructure.

Each part of your request is addressed below, following the order in which you outlined them:

1. Records (including contracts, agreements, purchase orders, and any other writings evidencing any agreement) regarding or between the City and any

Surveillance Vendor related to any the City's purchase, trial of, lease of, or rental of any Surveillance System or Device.

Attached are records covering the requested timeframe for the Axon and Flock systems. Records pertaining to other systems within the scope of the request are currently being gathered and will be provided as they become available.

2. A list of locations of all Surveillance Devices. For Surveillance Devices not held in an identifiable physical location (i.e.: software), please provide the name of the person or entity that hold the license or other authorization for the City's use of the software.

Attached is a list of all ALPR locations within the City. Records pertaining to other systems within the scope of the request are currently being gathered and will be provided as they become available.

3. Records evidencing any technical integration between the City's ALPR system and the Iowa NCIC system, or any other law enforcement system similar to the IOWA NCIC system (including but not limited to NLETS and INTERPOL).

None. Any such integration would have been between the State of Iowa and FLOCK.

4. Records (including current manuals, policies, guidelines, and training materials) governing or related to the operation of and access to any Surveillance System used by the City.

The City's applicable administrative policies are attached. Records pertaining to other systems within the scope of the request are currently being gathered and will be provided as they become available.

5. Records related to the "Secure Dubuque Personal Surveillance System" (SDPSS) and devices, including owners and locations of participating devices.

All such records are confidential pursuant to Iowa Code § 22.7(18).

6. Flock Audit Logs (records of searches conducted within the agency and searches of the organization's Flock network by any agency in the Flock system, available for download from the Flock "Insights" tab).

The link to the City's transparency portal is provided below. Please note that data is only retained for 30 days. <https://transparency.flocksafety.com/dubuque-ia-pd>

The formatting issue in the "searchDate" column of the Public Search Audit CSV spreadsheet does not affect the underlying data. The date and time will display correctly after double clicking on the cell in question.

The Insights tab reflects raw daily counts, including the number of plates and searches conducted each day. These aggregate figures are already published on the transparency portal.

All other requested information is confidential pursuant to Iowa Code §§ 22.7(9) and 22.7(55).

7. Any and all Records, contracts, or documents related to provision of City funding for construction related in any manner to Dubuque Childcare Collaborative, LLC.

None.

8. ALPR Records, including all data captured by the ALPR system (including but not limited to photographs) at the following location between July 1, 2025 and October 1, 2025:

Shed	Location Name	Latitude	Longitude	Nearest Address
AA 12	PI4 Dodge St @ Bryant St Wd	42.4600636	-90.6770546	100 Bryant St, Dubuque, Iowa, 52003 United States

The requested information is confidential pursuant to Iowa Code § 22.7(55). Attached is the Iowa Public Information Board decision regarding this.

Thank you,

Adrienne N. Breittfelder

Adrienne Breittfelder
City Clerk

Shuttleworth & INGERSOLL

ATTORNEYS AT LAW • ESTABLISHED 1854

October 22, 2025

VIA EMAIL

Adrienne N. Breitfelder
Dubuque City Clerk
abreitfe@cityofdubuque.org

Re: Iowa Code Chapter 22 Information Request

Ms. Breitfelder:

I am writing to request that you provide me with certain public records and information pursuant to Iowa Code Chapter 22, Iowa's Freedom of Information Act. It is my intention that this letter be directed to any governmental entity that is a lawful custodian of the documents requested herein, which I understand to include the Dubuque Police Department, the Dubuque Department of Engineering, and the City of Dubuque Information Services Department. Please let me know if you require letters separately addressed to each entity.

For purposes of this request, please apply the following definitions:

1. "Surveillance System" or "Surveillance Device" means any system or device, including software systems, for CCTV, Automated License Plate Readers (ALPR), facial recognition, gunshot detection, use of drones, or any other means by which to monitor and/or identify any person, vehicle, or property, whether such use is the primary purpose of the system or an ancillary feature of the system.
2. "Surveillance Vendor" means any person or entity that provides Surveillance System or Surveillance Device installation, monitoring, software, storage, or ongoing support, including but not limited to Centralsquare, Milestone, and Flock Safety, and Fusus by Axon.
3. "The City" means the City of Dubuque and its specific agencies, including but not limited to the Dubuque Police Department, Dubuque Information Services, and Dubuque Engineering.
4. "Records" means the definition set out in Iowa Code Chapter 22.1(3) and a request for "Records" includes a request for any and all specified Records.

Shuttleworth & Ingersoll, P.L.C.

October 22, 2025

Page 2

I request production of the following records created, edited, or received by the City during the time period beginning January 1, 2024, and ending as of the date of this letter, unless a different time period is noted in the specific request:

1. Records (including contracts, agreements, purchase orders, and any other writings evidencing any agreement) regarding or between the City and any Surveillance Vendor related to any the City's purchase, trial of, lease of, or rental of any Surveillance System or Device.
2. A list of locations of all Surveillance Devices. For Surveillance Devices not held in an identifiable physical location (i.e.: software), please provide the name of the person or entity that hold the license or other authorization for the City's use of the software.
3. Records evidencing any technical integration between the City's ALPR system and the Iowa NCIC system, or any other law enforcement system similar to the IOWA NCIC system (including but not limited to NLETS and INTERPOL).
4. Records (including current manuals, policies, guidelines, and training materials) governing or related to the operation of and access to any Surveillance System used by the City.
5. Records related to the "Secure Dubuque Personal Surveillance System" (SDPSS) and devices, including owners and locations of participating devices.
6. Flock Audit Logs (records of searches conducted within the agency and searches of the organization's Flock network by any agency in the Flock system, available for download from the Flock "Insights" tab).
7. Any and all Records, contracts, or documents related to provision of City funding for construction related in any manner to Dubuque Childcare Collaborative, LLC.
8. ALPR Records, including all data captured by the ALPR system (including but not limited to photographs) at the following location between July 1, 2025 and October 1, 2025:

Sheet	Location Name	Latitude	Longitude	Nearest Address
#A.12	#14 Dodge St @ Bryant St V&B	42.4900836	-90.67709495	100 Bryant St, Dubuque, Iowa, 52003 United States

As you are aware, the City must promptly respond to this request under Chapter 22. Please send the records within twenty (20) days of the date this letter was sent. Otherwise, please provide a date by which you anticipate you can provide these records.

Shuttleworth & Ingersoll, P.L.C.

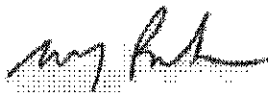
October 22, 2025

Page 3

If you decline to produce the requested records, please provide the rationale for that decision. If you allege that the records are exempt from disclosure, please identify the specific exemption under Iowa Code Chapter 22 you allege is applicable, and identify which specific category of requested documents you allege the exemption applies to. If you allege that the records are exempt from public disclosure on a basis other than the exemptions listed in Chapter 22, please provide a specific citation (statutory or otherwise) for authorizing the withholding of the records.

Please do not hesitate to contact me if you have any questions,

Very truly yours,

A handwritten signature in black ink, appearing to read "Molly Parker", with a stylized, cursive script.

Molly Parker

**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: Alizabeth Chapman for vehicle damage; Thomas Davis for property damage; Nicholas Fuller for property damage; Deon Lawrence for property damage.

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

ATTACHMENTS:

1. ICAP Referral

MEMORANDUM

CRENNA BRUMWELL
CITY ATTORNEY

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

DATE: 2/17/2026

RE: Claim Against the City of Dubuque by Alizabeth Chapman

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Alizabeth Chapman	2/16/2026	2/6/2026	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged by a city sign fall onto her vehicle

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Alizabeth Chapman

MEMORANDUM

CRENNA BRUMWELL
CITY ATTORNEY

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

DATE: 2/17/2026

RE: Claim Against the City of Dubuque by Thomas Davis

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Thomas Davis	2/11/2026	2/7/2026	Property Damage

This is a claim in which Claimant alleges Claimant's basement flooring was damaged by leaking water from a city of Dubuque water meter.

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

cc: Michael C. Van Milligen, City Manager
Christopher Lester, Water Department Manager
Thomas Davis

MEMORANDUM

CRENNA BRUMWELL
CITY ATTORNEY

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

DATE: 2/23/2026

RE: Claim Against the City of Dubuque by Nicholas Fuller

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Nicholas Fuller	2/15/2026	12/20/2024	Property Damage

This is a claim in which Claimant alleges his computer was damaged while in the custody of the Dubuque Police Department.

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
Nicholas Fuller

MEMORANDUM

CRENNA BRUMWELL
CITY ATTORNEY

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

DATE: 2/23/2026

RE: Claim Against the City of Dubuque by Deon Lawrence/Progressive
Insurance

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Deon Lawrence	2/10/2026	12/1/2025	Property Damage

This is a claim in which Claimant alleges his car was damaged by a City of Dubuque bus.

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Siedah Watson, Progressive Insurance, Claim 26-200004595

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2026_03_02
2. Approving Expenditures Resolution 2026_03_02
3. Expenditure Report - Exceptions
4. Expenditure Report - Approvals
5. 03.02.26_February Interim Revenues
6. 03.02.26_January Interim Expenditures by Fund
7. 03.02.26_January Interim Revenues
8. 03.02.26_December Interim Expenditures by Fund
9. 03.02.26_December Interim Revenues
10. 03.02.26_November Interim Expenditures by Fund
11. 03.02.26_November Interim Revenues
12. 03.02.26_October Interim Expenditures by Fund
13. 03.02.26_October Interim Revenues
14. 03.02.26_September Interim Revenues

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: February 24, 2026

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

In addition, Finance is submitting expenses paid since February 18, 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.

RESOLUTION NO.

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

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

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

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

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

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

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

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017888	2/25/2026	563 DESIGN PLLC	\$	1,329.81 MFC Design Professional Service Agreement
1017853	2/25/2026	A & G ELECTRIC COMPANY		115.00 AG Electric- Outlets City Hall
520553	2/25/2026	ACCESS TECHNOLOGIES INC		458.29 FY26 Copy and Print Costs for Malfunctions
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		997.50 Advantage Sheet Metal 3 Invoices Federal Building
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		615.90 Advantage Sheet Metal- No heat at Old Engine House
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		630.00 SERVICE CALL TO GREENHOUSE
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		210.00 Old Engine house - No heat
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		315.00 Service call Multicultural center 12/2
1017836	2/18/2026	ADVANTAGE SHEET METAL INC		105.00 Advantage sheet metal City Hall
1017900	2/25/2026	ADVANTAGE SHEET METAL INC		190.00 Advantage Sheet Metal Federal building
1017861	2/25/2026	AECOM TECHNICAL SERVICES INC		24,109.01 B2E2 (705) RAISE Planning Grant Design Services
1017861	2/25/2026	AECOM TECHNICAL SERVICES INC		19,497.16 22200328
1017854	2/25/2026	AHLERS & COONEY PC		710.00 Professional Services 1/26/26
1017887	2/25/2026	AIRGAS USA LLC		178.89 LF-Rent Cyl Large Acetylene, Argon, Oxygen 02/01/2
1017887	2/25/2026	AIRGAS USA LLC		16.74 LF-Rent Cyl Large Acetylene, Argon, Oxygen 01/31/2
520542	2/25/2026	ALL SEASONS HEATING & COOLING		120.00 Refund for Mechanical Permit M26-000100
520543	2/25/2026	ALLIANT ENERGY		386.18 ELECTRIC BILLS FOR FY26
520543	2/25/2026	ALLIANT ENERGY		96.29 2527 Washington St - Alliant Energy - (City Owned)
520543	2/25/2026	ALLIANT ENERGY		14.28 Blanket Purchase Order - Monthly Electric Service
520543	2/25/2026	ALLIANT ENERGY		165.36 Blanket Purchase Order - Monthly Electric Service
520543	2/25/2026	ALLIANT ENERGY		48,831.27 FY26 Electric Traffic & Street Lights
520543	2/25/2026	ALLIANT ENERGY		45,193.48 FY26 Electric Traffic & Street Lights
520543	2/25/2026	ALLIANT ENERGY		60.36 514 Angella St - Alliant Energy (City Owned)
520543	2/25/2026	ALLIANT ENERGY		151.91 2820 Brunswick St.-Alliant Energy (City Owned)
520543	2/25/2026	ALLIANT ENERGY		34.24 FY26 Electric Traffic & Street Lights
1017885	2/25/2026	AMERICAN SOCIETY OF COMPOSERS		920.39 MUSIC LICENSE RENEWAL FOR MFC
1017856	2/25/2026	AV FUEL		21,493.48 Blanket Purchase Order - Aviation Fuel
1017856	2/25/2026	AV FUEL		22,647.96 Blanket Purchase Order - Aviation Fuel
1017856	2/25/2026	AV FUEL		24,383.78 Blanket Purchase Order - Aviation Fuel
1017856	2/25/2026	AV FUEL		20,506.31 Blanket Purchase Order - Aviation Fuel
1017848	2/18/2026	B G BRECKE INC		2,769.89 Brecke- Annex- Boiler repair
1017848	2/18/2026	B G BRECKE INC		596.94 Brecke 003577 City Hall
1017846	2/18/2026	BARD MATERIALS CENTRAL		1,069.25 2026 Various Concrete Products
1017846	2/18/2026	BARD MATERIALS CENTRAL		734.15 2026 Various Concrete Products
1017846	2/18/2026	BARD MATERIALS CENTRAL		456.10 2026 Various Concrete Products
1017846	2/18/2026	BARD MATERIALS CENTRAL		297.85 2026 Various Concrete Products
1017846	2/18/2026	BARD MATERIALS CENTRAL		789.50 2026 Various Concrete Products
1017846	2/18/2026	BARD MATERIALS CENTRAL		478.10 2026 Various Concrete Products
1017901	2/25/2026	BIECHLER ELECTRIC INC		235.00 Service on 2/10/26
1017901	2/25/2026	BIECHLER ELECTRIC INC		347.71 Service on 2/10/26
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		97.33 FY26 Gas Service for 300 Main, Suite 330
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		2,781.87 FY26 350 W 6th St Federal Bldg Natural Gas
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		230.82 821 Garfield Ave. - Black Hills Energy (City Owned)
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		24.33 2527 Washington St (City Owned) Black Hills Energ
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		184.22 2820 Brunswick St.-Black Hills Energy (City Owned)
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		1,103.33 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		1,573.70 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		441.54 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		467.75 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		203.43 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		1,050.75 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		274.03 Blanket Purchase Order - Monthly Gas Service
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		300.63 FY2026 BLANKET PO - GAS COSTS
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		279.25 FY2026 BLANKET PO - GAS COSTS
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		43.09 FY2026 BLANKET PO - GAS COSTS
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		204.40 FY2026 BLANKET PO - GAS COSTS
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		2,547.45 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		43.09 NATURAL GAS FOR FY26
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		370.41 NATURAL GAS FOR FY26
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		278.92 NATURAL GAS FOR FY26
1017855	2/25/2026	BLACK HILLS/IOWA GAS UTILITY CO		263.72 514 Angella St - (City Owned) Black Hills Energy
1017857	2/25/2026	BLACKSTONE AUDIO BOOKS		34.44 CD Audio Books for Library Collection
1017857	2/25/2026	BLACKSTONE AUDIO BOOKS		38.94 CD Audio Books for Library Collection
520564	2/25/2026	BROADCAST MUSIC INC		916.00 MUSIC LICENSE RENEWAL FOR MFC
1017851	2/18/2026	CAPITAL SANITARY		215.01 Janitorial Supplies
1017851	2/18/2026	CAPITAL SANITARY		756.55 Capital Sanitary MFC/Data Center
1017851	2/18/2026	CAPITAL SANITARY		427.92 Capital Sanitary MFC/Data Center
1017851	2/18/2026	CAPITAL SANITARY		651.49 City Hall/Data center supplies CAPSAN
1017851	2/18/2026	CAPITAL SANITARY		15.52 Janitorial Supplies - JOTC
1017851	2/18/2026	CAPITAL SANITARY		20.09 Capital Sanitary Supply- Dust Bag + Filters
1017910	2/25/2026	CAPITAL SANITARY		109.10 City Hall/Data center supplies CAPSAN
1017847	2/18/2026	CENTRISYS CORPORATION		305.20 Replacement Seals for the Centrifuge
260800009	2/17/2026	CENTURY LINK		86.04 FY26 CL Phone Charges
260800010	2/19/2026	CENTURY LINK		204.10 FY26 CL Phone Charges
260800011	2/19/2026	CENTURY LINK		2.86 FY26 CL Phone Charges
1017858	2/25/2026	CINTAS CORP		35.00 Floor Mat Service
1017858	2/25/2026	CINTAS CORP		221.57 Floor Mat Service
520545	2/25/2026	CINTAS FIRST AID & SAFETY		134.70 FIRST AIDE CABINET RESTOCKED
520544	2/25/2026	CITY OF DUBUQUE - UB		1,122.14 COMMUNITY IMPACT SERVICE PROGRAM FR 1/15/26-1/31/2

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
520575	2/25/2026	CLEMENS, WALTERS, CONLON, RUNDE & HIATT, L.L.P.	1,509.20	980 THOMAS EVICTION INVOICE
1017850	2/18/2026	COMLEC INTERNET SERVICES	126.45	COMLEC INTERNET SERVICE FY26
1017859	2/25/2026	COMMUNICATIONS ENGINEERING CO	152.25	Firmware Upgrade on Firewall
1017884	2/25/2026	CONSTELLATION NEW ENERGY GAS DIV	2,732.72	City Of Dubuque - C&I 2401Central Ave 01/28/26
1017889	2/25/2026	COOK APPRAISAL LLC	3,200.00	Cook Appraisals
1017889	2/25/2026	COOK APPRAISAL LLC	9,600.00	Cook Appraisals
1017860	2/25/2026	DELTA DENTAL OF IOWA	3,466.68	FY26 Delta Dental - March 2026
1017860	2/25/2026	DELTA DENTAL OF IOWA	25,070.86	FY26 Delta Dental - March 2026
520546	2/25/2026	DESMAN, INC	10,183.70	Iowa St. Parking Ramp Major Maintenance Repairs
520550	2/25/2026	DISH NETWORK LLC	153.12	Blanket Purchase Order - Monthly TV Service
520576	2/25/2026	DOUGLAS JOHN HATTERY	4,500.00	Provide acquisition appraisals
520547	2/25/2026	DUBUQUE COMMUNITY SCHOOL DIST	990.96	Franchise Fee FY26
520548	2/25/2026	DUBUQUE COUNTY RECORDER	7.00	Dubuque County Recorder-CDBG (Blanket PO)
520401	2/13/2026	DUBUQUE COUNTY TREASURER	23,875.98	Property Taxes
1017902	2/25/2026	DUBUQUE FIRE EQUIPMENT INC	271.00	Service on 2/10/26
520549	2/25/2026	DUBUQUE VISITING NURSE ASSOCIATION	734.67	Dubuque Visiting Nurse-Project 8X0173-LHH24
1017896	2/25/2026	EverFlow LLC	2,364.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017896	2/25/2026	EverFlow LLC	1,317.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017896	2/25/2026	EverFlow LLC	1,065.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017881	2/25/2026	EXPRESS EMPLOYMENT PROFESSIONALS	1,086.75	LF Blanket- Temp Equipment Operator 2026
1017881	2/25/2026	EXPRESS EMPLOYMENT PROFESSIONALS	1,496.44	LF Blanket- Temp Equipment Operator 2026
1017881	2/25/2026	EXPRESS EMPLOYMENT PROFESSIONALS	1,190.25	LF Blanket- Temp Equipment Operator 2026
1017903	2/25/2026	FLOOR SHOW CORPORATION	3,870.44	Remove & Install Carpet in Basement at HDQ/baseboa
1017898	2/25/2026	GENUINE PARTS COMPANY INC	17.58	LF-Shop Supplies 02/02/26
1017898	2/25/2026	GENUINE PARTS COMPANY INC	36.97	LF-Shop Supplies 02/03/26
1017898	2/25/2026	GENUINE PARTS COMPANY INC	13.99	LF-Shop Supplies 02/11/26
1017898	2/25/2026	GENUINE PARTS COMPANY INC	14.99	LF-Shop Supplies 01/20/26
1017893	2/25/2026	GINA S BELL	255.80	12/3 GB_TR_Leadership Iowa_Cedar Valley
520565	2/25/2026	GOVCONNECTION INC	104.07	UPS Battery for Harbor View
520560	2/25/2026	GRP & ASSOCIATES INC	33.00	LF- Large Medical Waste Boxes 02/09/26
1017862	2/25/2026	HDR ENGINEERING INC	4,367.03	Sanitary Sewer Asset Mgmt Plan
1017862	2/25/2026	HDR ENGINEERING INC	2,085.00	Sanitary Sewer Asset Mgmt Plan
1017862	2/25/2026	HDR ENGINEERING INC	4,920.00	Lift Station Condition Assessment SSAMP HDR TO 8
1017862	2/25/2026	HDR ENGINEERING INC	112,122.61	HDR - OMLS Middle Fork Phase 3 Design Contract
1017862	2/25/2026	HDR ENGINEERING INC	21,677.50	Sanitary Sewer Asset Mgmt Plan
1017863	2/25/2026	HILLCREST FAMILY SERVICES INC	293.03	Franchise Fee FY26
520551	2/25/2026	HOLY FAMILY CATHOLIC SCHOOLS	174.52	Franchise Fee FY26
520563	2/25/2026	HOYNE LANDSCAPING & SNOW PLOWING	109.00	2025-2026 Snow/Ice Removal From Public Sidewalks
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	130.15	Children's books for collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	55.29	Teen/Young Adult Materials for Collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	11.40	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	19.09	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	23.99	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	36.92	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	59.91	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	237.13	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	275.15	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	363.29	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	368.69	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	381.17	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	416.78	Circulating materials for Adult library collection
1017883	2/25/2026	INGRAM LIBRARY SERVICES INC.	698.37	Circulating materials for Adult library collection
520573	2/25/2026	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
520577	2/25/2026	JIM GIESE COMMERCIAL ROOFING INC	344.00	REIMBURSEMENT FOR DOUBLE PD PERMIT Permit B25-1805
520568	2/25/2026	JS FOSTER CORP	885.00	Flashing Beacons at Schools
1017897	2/25/2026	Key Lime Air Corp	50,000.00	Early Termination Agreement
1017897	2/25/2026	Key Lime Air Corp	165,013.51	January 2026 MRG
520574	2/25/2026	KMDE LLC	831.90	MSC Solar Production- JAN 2026
1017837	2/18/2026	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1017837	2/18/2026	KONE INC	46,212.00	City Hall Elevator Repair
1017837	2/18/2026	KONE INC	200.00	Elevator Maintenance - FY26
520569	2/25/2026	LAUNDRY MAX	273.86	2085 Sunnyview Relocation Laundry Max LHH21
520552	2/25/2026	LORAS COLLEGE	346.99	Franchise Fee FY26
1017872	2/25/2026	LYLE SUMEK ASSOCIATES INC	2,750.00	FY26 Expenses_Final Consulation 2025 & May Service
1017891	2/25/2026	MACQUEEN EQUIPMENT GROUP	171.45	GARAGE - STOCK RUBBISH - 2/9/2026
1017838	2/18/2026	MAQUOKETA VALLEY ELECTRIC COOP	127.56	Electrical Svc - Airport Lift Station - FY26
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	2,746.73	Energy Costs
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	150.13	Energy Costs
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	422.68	Energy Costs
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	5,414.13	Blanket Purchase Order - Monthly Electric Service
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	42.41	Blanket Purchase Order - Monthly Electric Service
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	42.33	Blanket Purchase Order - Monthly Electric Service
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	97.98	Blanket Purchase Order - Monthly Electric Service
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	899.74	Blanket Purchase Order - Monthly Electric Service
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	246.23	FY2026 BLANKET PO - ELECTRICITY COSTS
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	607.69	FY2026 BLANKET PO - ELECTRICITY COSTS
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	760.08	FY2026 BLANKET PO - ELECTRICITY COSTS
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	78.47	FY26 Electric Traffic & Street Lights
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	76.63	FY26 Electric Traffic & Street Lights
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	76.56	FY26 Electric Traffic & Street Lights
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	48.45	FY26 Electric Traffic & Street Lights

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	48.85	FY26 Electric Traffic & Street Lights
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	58.90	FY26 Electric Traffic & Street Lights
1017904	2/25/2026	MAQUOKETA VALLEY ELECTRIC COOP	434.34	FY26 Electric Traffic & Street Lights
1017895	2/25/2026	Michael Kerth	769.22	2025 Nebraska Makerspace Conference Reimbursement
520567	2/25/2026	MICHAEL W WEIKERT JR	351.00	LF- Recycling Services
1017878	2/25/2026	MICS CONSTRUCTION	11,200.00	949 Clarke Dr. - LEAD 21' - Lead Abatement
1017878	2/25/2026	MICS CONSTRUCTION	46,275.00	2687 Jackson St-LHH24
1017865	2/25/2026	MID AMERICAN SIGNAL INC	11,634.00	54-24V Tesco Battery Packs
1017886	2/25/2026	MIDWEST CONCRETE INC	15,480.88	PCC/Sidewalk Trail: Chaplain Schmitt Trail Connect
1017866	2/25/2026	MORRISON BROTHERS CO	277.67	LF- Materials for Signs 2/10/26
1017905	2/25/2026	MUTUAL WHEEL COMPANY	(10.00)	STOCK kits, core, low boy drm
1017905	2/25/2026	MUTUAL WHEEL COMPANY	(10.00)	3557 Low Boy Drum 35066 Seal
1017905	2/25/2026	MUTUAL WHEEL COMPANY	41.84	UNIT #2703 - WO9438 - VALVE, HEXHEAD PLUG
1017867	2/25/2026	NEWSBANK INC	419.00	Addition to Newsbank sub to add TH images
1017839	2/18/2026	NORTHEAST IOWA COMMUNITY COLLEGE	609.00	CPR Class and Instructor Fee
1017906	2/25/2026	NORTHEAST IOWA COMMUNITY COLLEGE	306.28	Franchise Fee FY26
1017906	2/25/2026	NORTHEAST IOWA COMMUNITY COLLEGE	59.66	Franchise Fee FY26
1017868	2/25/2026	NORTHLAND PRODUCTS CO INC	199.95	Sewer Department - Service DM 30 Week 8 02/04/26
1017864	2/25/2026	ORIGIN DESIGN CO	5,648.00	Task order 35-1
1017864	2/25/2026	ORIGIN DESIGN CO	919.50	Kerper Lift Station Consulting Engineering
1017882	2/25/2026	OVERDRIVE INC	2,005.49	Downloadable Materials for Children's Collection
1017882	2/25/2026	OVERDRIVE INC	2,302.94	Downloadable Materials for Teen/YA Collection
1017869	2/25/2026	PER MAR SECURITY SERVICES	239.91	FY26 Fed Bldg Fire Alarm Monitoring
1017892	2/25/2026	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1017892	2/25/2026	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1017894	2/25/2026	Pitney Bowes Bank Inc Reserve Account	254.43	Postage Meter Rental January through March 2026
520554	2/25/2026	PITNEY BOWES GLOBAL FINANCIAL	824.94	Lease for Postage Meter 2025-12-06 to 2026-03-05
1017840	2/18/2026	POLYDYNE INC	19,550.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1017870	2/25/2026	PORTZEN CONSTRUCTION INC	295,133.21	Dubuque Gate and Pump Station Flood Mitigation 16t
1017870	2/25/2026	PORTZEN CONSTRUCTION INC	625.66	City Hall Snow melt service call
520556	2/25/2026	PRAIRIE FARMS	475.85	Franchise Fee FY26
520556	2/25/2026	PRAIRIE FARMS	500.31	Franchise Fee FY26
1017841	2/18/2026	PUBLIC SAFETY CENTER	2,546.00	Streamlight Lithium Batteries/Sabre Red Cone
1017880	2/25/2026	RAPIDS REPRODUCTION INC	328.87	Federal Building Drawings
520562	2/25/2026	RDG PLANNING & DESIGN	395.00	Q Casino Amphitheater Planning-New PO w/New Coding
520562	2/25/2026	RDG PLANNING & DESIGN	11,859.99	Q Casino Amphitheater Planning-New PO w/New Coding
1017890	2/25/2026	ROBERT G WRIGHT JR	2,653.62	390 Glen Oak-LHH24
260800003	2/18/2026	RXBENEFITS INC	113,935.72	FY26 Presc Admin & Claims - 1/17 to 1/30/26
520561	2/25/2026	SAFEGUARD BUSINESS SYSTEMS INC	387.00	43 Kids t-shirts 3 colors multiple sizes
520561	2/25/2026	SAFEGUARD BUSINESS SYSTEMS INC	2,817.00	313 Adult t-shirts 4 colors multiple sizes
520555	2/25/2026	SAINT MARK YOUTH ENRICHMENT	270.00	SD Grant-Heros Camp-St. Mark Youth Enrichment
1017871	2/25/2026	Schadl Incorporated	903.80	Remount Sink in Restroom
1017871	2/25/2026	Schadl Incorporated	574.69	Replace spud in toilet
1017842	2/18/2026	SCOTT PRINTING	608.00	Refuse- Printing- Yellow Violation Tags 12/03/25
1017852	2/18/2026	SIX SECONDS	1,000.00	Coach credits
520572	2/25/2026	State of Iowa Dept of Inspections and Aooeals	280.00	Boiler Inspections
1017843	2/18/2026	STREICHERS INC	125.39	Cleaning Kit
1017907	2/25/2026	SUPERIOR WELDING SUPPLY CO	112.78	GARAGE - SHOP SUPPLIES (ACETYLENE) 1/29/2026
1017907	2/25/2026	SUPERIOR WELDING SUPPLY CO	60.09	GARAGE - SHOP SUPPLIES (TORCH HOSE) 1/28/2026
1017844	2/18/2026	TELEGRAPH HERALD	3,700.00	2026 Dubuque Visitors Guide ad
1017844	2/18/2026	TELEGRAPH HERALD	31.82	Balance from previous invoice
1017844	2/18/2026	TELEGRAPH HERALD	1,841.35	Publication Expenses
520570	2/25/2026	Telos Corporation	225.00	Blanket Purchase Order - Fingerprinting
1017908	2/25/2026	TERMINAL SUPPLY	21.09	GARAGE - SHOP - BIN SUPPLIES 2/2/2026
1017873	2/25/2026	TERRACON CONSULTANTS INC	12,487.50	Catfish Creek Interceptor Middle Fork Phase 3
1017873	2/25/2026	TERRACON CONSULTANTS INC	55,407.50	Terracon BB Pump Consulting Services
520566	2/25/2026	THE METRIX COMPANY	179.41	Franchise Fee FY26
1017874	2/25/2026	THREE RIVERS FS INC	682.18	LF- #1 Dieselelex 02/03/26
1017874	2/25/2026	THREE RIVERS FS INC	1,052.75	LF- #2 Dyed Diesel 02/12/26
1017874	2/25/2026	THREE RIVERS FS INC	544.35	LF- #1 Dieselelex 02/12/26
1017874	2/25/2026	THREE RIVERS FS INC	2,443.28	LF- #2 Dyed Diesel & #1 Dyed Diesel 02/10/26
1017875	2/25/2026	TRICON CONSTRUCTION GROUP	2,344,370.59	Old Mill Lift Station and Force Main
1017875	2/25/2026	TRICON CONSTRUCTION GROUP	242,710.75	LF- Customer Convenience Center Project
1017849	2/18/2026	TRI-STATE PORTA POTTY INC	240.00	ADA Portable Bathroom Units ~ Landfill & Streets
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	116.47	UNIT #3223 - WO9214 - DEF LINE 1/28/2026
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	503.28	UNIT #2691 - WO9208 - ANTIGEL+CETANE BOOST 1/28/26
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	18.78	UNIT #3204 - WO9228 - BRACKET-AIR TANK 1/28/2026
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	588.79	GARAGE - No unit # (returning item) 1/27/26
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	57.84	GARAGE - STOCK Bracket-Mounting, Air Tank 1/29/2
1017845	2/18/2026	TRUCK COUNTRY OF IOWA INC	(255.00)	UNIT #3208 Sensor Nitrogen Oxi
1017909	2/25/2026	TRUCK COUNTRY OF IOWA INC	71.37	GARAGE - STOCK SOLENOIDS 2/5/2026
1017909	2/25/2026	TRUCK COUNTRY OF IOWA INC	819.13	UNIT #3407 - WO9402 - AIR DRYER
1017909	2/25/2026	TRUCK COUNTRY OF IOWA INC	338.93	UNIT #2703 - WO9438 - AIR TANK, U-BOLT
520557	2/25/2026	VERIZON WIRELESS SERVICES LLC	387.86	Blanket Purchase Order - Monthly Data Charges
1017879	2/25/2026	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
1017879	2/25/2026	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
520571	2/25/2026	WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
1017876	2/25/2026	WELU PRINTING COMPANY	39.54	Business Cards_Corinne Rothblum_Economic Mobility
1017876	2/25/2026	WELU PRINTING COMPANY	50.41	STAFF BUSINESS CARDS
520558	2/25/2026	WESTPHAL & COMPANY, INC	349.05	Building Electrical Services
1017877	2/25/2026	WHKS AND COMPANY	518.05	RUSTIC POINT PARK DESIGN AND DEVELOPMENT

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017899	2/25/2026	William Wilkerson	250.00	One hour music concert 4/5/26
520559	2/25/2026	ZEPHYR ALUMINUM PRODUCTS	4,107.00	ImOn Arena ADA Door Install
			<u>\$</u>	<u>4,022,010.35</u>

COUNCIL APPROVAL

PAYDATE 03-04-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
A & G ELECTRIC COMPANY	\$ 702.94	Federal building VFD repairs
A-1 CRANE RENTAL & MACHINERY MOVING	1,200.00	Crane Svc for the WRRRC - FY26
A-1 CRANE RENTAL & MACHINERY MOVING	660.00	Crane Svc for the WRRRC - FY26
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER FOR BRANCHING OUT DBQ
AARON DOUGLAS	5,000.00	TREE REMOVAL
ACTERRA GROUP LLC	971.00	High Limit Shutoff Switch
AHLERS & COONEY PC	1,543.00	BRD Three, LLC Contract Matter
AIRGAS USA LLC	2.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	8.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,692.00	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	30.54	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,134.11	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	3,089.29	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	9.57	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,704.75	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,656.78	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	1,450.57	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	62.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	1,473.05	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,687.51	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,632.79	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	1,341.11	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,332.90	Liquid Oxygen for the WRRRC - FY26
ALL SEASONS HEATING & COOLING	560.00	Boiler Tubes and Labor
ALLIANT ENERGY	26.33	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	31.43	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	185.50	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	83.87	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	63.78	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	191.61	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	29.45	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	27.00	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	52.19	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	277.35	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	34.96	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	2,221.42	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	354.51	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	171.94	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	994.30	FY26 1503 W 3rd Electric
ALLIANT ENERGY	618.06	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	448.63	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	155.05	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	32.58	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	205.02	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	72.45	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	131.21	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	27.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	91.45	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	214.06	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	84.02	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	312.33	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	277.26	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	454.58	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	118.45	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	40.27	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,477.79	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,617.63	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	194.21	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	21.93	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	81.84	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	336.35	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	54.07	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	45,353.29	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,091.93	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	111.44	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	244.43	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	2,492.64	ELECTRIC BILLS FOR FY26
ALTORFER INC	159.68	UNIT: #3225 - WO9454 - ELEMENTS
Ascendance Trucks LLC	155.02	GARAGE - STOCK FILTERS - 2/6/2026
Ascendance Trucks LLC	(276.25)	UNIT #1903 WO 9313 Sensor, Nitrogen Ox 1/30/26
Ascendance Trucks LLC	(130.00)	UNIT #3405 - WO9331 - EGR VALVE KIT
Ascendance Trucks LLC	249.41	UNIT #2691 - WO9461 - REPAIR KITS; GASKET 2/23/202
Ascendance Trucks LLC	63.95	UNIT #3411 - WO9592 - THERMOSTAT 2/23/2026
AT&T Mobility National Accounts, LLC	30.93	AT&T First Net Monthly Charges
AV FUEL	21,832.01	Blanket Purchase Order - Aviation Fuel
Axon Enterprise, Inc.	5,481.62	Annual Interview Software
Axon Enterprise, Inc.	19,222.43	Annual Interview Software
Axon Enterprise, Inc.	13,731.20	SRO Car Cameras
B & H FOTO & ELECTRONICS CORP	328.32	Storage drives for network and video
B & H FOTO & ELECTRONICS CORP	267.66	Storage drives for network and video
BALL HORTICULTURAL COMPANY	62.53	PLUGS FOR GREENHOUSE
BALL HORTICULTURAL COMPANY	396.16	PLUGS FOR GREENHOUSE
BALL HORTICULTURAL COMPANY	2,108.63	PLUGS FOR GREENHOUSE
BLACK HILLS/IOWA GAS UTILITY CO	44.06	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	517.33	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	729.90	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	1,076.91	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	1,154.16	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	1,198.89	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	689.61	NATURAL GAS FOR FY26
BLACK HILLS/IOWA GAS UTILITY CO	319.23	FY26 350 W 6th St Federal Bldg Natural Gas
Brandon Avenarius	4,972.50	TREE AND BRUSH CLEARING
Brandon Avenarius	3,081.00	TREE AND BRUSH CLEARING
Brandon Avenarius	4,056.00	TREE AND BRUSH CLEARING
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALLAWAY GOLF SALES COMPANY	2,658.03	PRO SHOP ITEMS
CENTER POINT INC	100.68	Large print books for circulating collection
CENTRAL PETROLEUM	2,752.50	POD MARINA TRI-ANNUAL FUEL INSPECTIONS
CENTRAL PETROLEUM	604.00	POD MARINA TRI-ANNUAL FUEL INSPECTIONS
CHEMSEARCH	332.35	Wypall's for the Maintenance Shop
CINTAS CORP	45.07	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	236.33	Various Maintenance - FY26
CINTAS CORP	157.90	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	74.98	Cintas Ramp Rugs FY26
CINTAS CORP	197.12	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	49.97	Various Maintenance - FY26
CINTAS CORP	17.98	Various Maintenance - FY26
CINTAS CORP	29.97	Various Maintenance - FY26
CINTAS CORP	157.90	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	390.22	Various Maintenance - FY26
CINTAS CORP	17.98	Various Maintenance - FY26
CINTAS CORP	191.99	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	49.97	Various Maintenance - FY26
CINTAS FIRST AID & SAFETY	7.53	RESTOCKING OF FIRST AID KIT
CINTAS FIRST AID & SAFETY	83.27	FY2026 First Aid Supplies
CITY OF DUBUQUE - UB	584.22	COMMUNITY IMPACT SERVICE PROGRAM FR 2/1/26-2/14/26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CITY TREASURER	600.00	SUMMER START UP MONEY
CITY TREASURER	3,950.00	SUMMER START UP MONEY
CL SMITHCO	235.11	LF- Tape Vibac 830 2"x55 yards 2/18/26
COMMUNITY FOUNDATION OF GREATER DBQ	60.00	Lunch for Rivers to Ridges Convening
CONFERENCE TECHNOLOGIES INC	129.09	Replacement battery for council chambers
Connor Mosele	180.00	BASKETBALL REFEREE
Cooper Grams	180.00	BASKETBALL REFEREE
Cornerstone Nursery	10,720.29	BUNKER HILL LANDSCAPING
CRAWFORD HEATING AND COOLING CO INC	40,214.68	PIPE BREAK REPAIRS AND CLEAN UP
CRAWFORD HEATING AND COOLING CO INC	3,362.06	PIPE BREAK REPAIRS AND CLEAN UP
CRAWFORD HEATING AND COOLING CO INC	3,483.63	PIPE BREAK REPAIRS AND CLEAN UP
CRAWFORD HEATING AND COOLING CO INC	710.18	PIPE BREAK REPAIRS AND CLEAN UP
CREDITRON CORPORATION	7,058.76	Creditron Maintenance and License
DAN ARENSDORF CONSTRUCTION	8,150.00	Arensdorf Snow Removal 12/29/26
DAN ARENSDORF CONSTRUCTION	1,770.00	Arensdorf Snow Removal 12/29/25
Derrick Johnson	180.00	BASKETBALL REFEREE
DESMAN, INC	12,312.95	Iowa St. Parking Ramp Major Maintenance Repairs
DESMAN, INC	28,700.00	Iowa St. Parking Ramp Major Maintenance Repairs
DESMAN, INC	4,458.76	Iowa St. Parking Ramp Major Maintenance Repairs
Dinges Partners Group	110.00	42" Padded Suspenders
Dinges Partners Group	4,125.00	3 Water Rescue Suits Size Large
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	11,867.05	LF- Dittmer Recycling Services
DITTMER RECYCLING INC	50.00	Confidential Shredding
DITTMER RECYCLING INC	1,686.45	Blanket Refuse-Comingled Recycling
DOUGLAS J SABEL	17,283.10	Plant Service Work (Mechanical Repairs)
DUANE F ROLING	105.00	BASKETBALL REFEREE
DUBUQUE COMMUNITY SCHOOL DIST	4,541.60	Franchise Fee FY26
DUBUQUE COUNTY E911 BOARD	93.51	Emergency Radio System Access Fees
DUBUQUE COUNTY E911 BOARD	1,122.12	Access Fees E911 Parking
DUBUQUE COUNTY RECORDER	34.00	2025-00013031
DUBUQUE COUNTY SHERIFF	29,770.22	Dubuque County Sheriff Jan26 Monthly Expenses
DUBUQUE COUNTY SHERIFF	7,640.95	DDTF Jan2026 Shared Expense
DUBUQUELAND MINI STORAGE INC	500.00	Temp Easement Asbury Chaney Signal Project
EAST CENTRAL INTERGOVERN ASSOC	1,000.00	Initial Lead Abatement Contractor Training-LHH24
EAST CENTRAL INTERGOVERN ASSOC	919.50	16th St Detention Basin Culvert & Pumping Station
ECOLANE USA INC	1,500.00	SOFTWARE SMS MESSAGES
Ed Gau	90.00	BASKETBALL REFEREE
Emergency Services Consulting International, Inc.	6,000.00	FEO Promotional Exams
ENGRAVED GIFT COLLECTION LLC	370.50	ADULT ATHLETICS TROPHIES
ENVIRONMENTAL MANAGMNT SERV OF IOWA	757.00	6505 Pennsylvania Asbestos Inspection
EUROFINS ENV TESTING NORTH CENTRAL	123.79	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EverFlow LLC	1,257.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	1,561.13	LF Blanket- Temp Equipment Operator 2026
EXPRESS EMPLOYMENT PROFESSIONALS	1,164.38	LF Blanket- Temp Equipment Operator 2026
FAST LANE MOTOR PARTS LLC	228.59	JOTC shop supplies
FEDEX	27.32	Fed X Shipping Fee-Water Bottle Sample - Lead
FEH Associates Inc	3,720.00	EAGLE POINT WTP THIRD FLOOR CONF. RM PRJ.-CONSTULT
FERGUSON WATER WORKS SUPPLY #2516	16,537.50	METER STOCK
FERGUSON WATER WORKS SUPPLY #2516	7,549.50	SUPPLIES FOR METER STOCK
FOTH INFRASTRUCTURE & ENVIRO LLC	663.68	Relocate Taxiway A Construction Phase 3
FOTH INFRASTRUCTURE & ENVIRO LLC	4,046.14	Relocate Taxiway A Construction Phase 3
FOUR MOUNDS FOUNDATION	14,950.00	Four Mounds Foundation Invoice for 1276 Jackson St
G & R TREE SERVICE INC	1,600.00	TREE REMOVAL
G & R TREE SERVICE INC	1,500.00	TREE REMOVAL

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GARRATT-CALLAHAN COMPANY	600.00	Monthly Water Treatment - Dec-June FY26
GARRATT-CALLAHAN COMPANY	600.00	Monthly Water Treatment - Dec-June FY26
Gavin Sarvis	180.00	BASKETBALL REFEREE
GE Software Inc	25.00	GARAGE - EKOS SERVICE FEE ON INV 223492, PO2260264
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE FY26
GENUINE PARTS COMPANY INC	186.73	GARAGE- STOCK FILTERS & OIL - 6/18/2025
GENUINE PARTS COMPANY INC	7.28	GARAGE- STOCK FILTER - 6/19/2025
GENUINE PARTS COMPANY INC	49.71	GARAGE- STOCK FILTER & BOXED CAPSULES - 7/14/2025
GENUINE PARTS COMPANY INC	72.10	UNIT #3456 - FILTERS 1/29/2026 (2)
GENUINE PARTS COMPANY INC	28.12	UNIT #3456 - AIR FILTERS - 1/29/2026
GENUINE PARTS COMPANY INC	58.34	UNIT #3455 - LIQUID TAPE, AIR FILTER 2/5/2026
GENUINE PARTS COMPANY INC	74.86	GARAGE- STOCK FILTERS - 2/09/2026
GENUINE PARTS COMPANY INC	265.13	GARAGE- STOCK FILTERS - 2/10/2026
GENUINE PARTS COMPANY INC	102.42	GARAGE- STOCK FILTERS - 2/11/2026
GENUINE PARTS COMPANY INC	27.55	UNIT #3458 - HOLD DOWN NUTS, SILICONE 2/11/2026
GENUINE PARTS COMPANY INC	63.80	GARAGE- STOCK FILTERS - 2/11/2026 (2)
GENUINE PARTS COMPANY INC	8.99	UNIT #3458 - GREEN ELECTRICAL TAPE 2/12/2026
GENUINE PARTS COMPANY INC	79.24	GARAGE- STOCK FILTERS - 02/12/2026
GENUINE PARTS COMPANY INC	15.92	GARAGE- STOCK FILTERS - 2/13/2026
GENUINE PARTS COMPANY INC	353.30	GARAGE- STOCK FILTERS - 2/16/2026
GENUINE PARTS COMPANY INC	195.84	GARAGE - STOCK FLUIDS - 2/18/2026
GENUINE PARTS COMPANY INC	272.87	GARAGE - STOCK FILTERS & OIL - 2/19/2026
GENUINE PARTS COMPANY INC	52.68	GARAGE - STOCK FILTERS - 2/19/2026
GENUINE PARTS COMPANY INC	76.97	GARAGE - STOCK FLUIDS - 2/20/2026
GENUINE PARTS COMPANY INC	56.00	GARAGE - STOCK FILTERS - 2/23/2026
GENUINE PARTS COMPANY INC	60.44	UNIT #4103 - WO9572 - SWITCH - 2/24/2026
GIESE SHEET METAL CO INC	32,418.75	ImOn Ice Arena Dehumidification System Upgrade Pro
GILLIG LLC	450.08	GARAGE - STOCK GILLIG MIRROR HEAD - 2/4/2026
GILLIG LLC	378.72	GARAGE - STOCK GILLIG FAN - 2/5/2026
GILLIG LLC	450.08	GARAGE - STOCK GILLIG MIRROR HEAD - 2/6/2026
GILLIG LLC	136.71	UNIT #2681 - RAIN GUTTER 2/11/2026
GILLIG LLC	175.84	UNIT #2691 - WO9461 - VALVE RLY 02/13/2026
GILLIG LLC	153.53	UNIT #2691 - WO9461 - RELAY VALVE 2/17/2026
GILLIG LLC	506.44	GARAGE - STOCK GILLIG - 2/17/2026
GOODYEAR TIRE & RUBBER	2,578.42	Goodyear Tires Jan 26
GRAINGER INC	30.24	Refuse- Knit Gloves 12/11/25
GRAINGER INC	240.00	Refuse- Coated Gloves 12/11/25
GRAINGER INC	68.46	GARAGE - SAMSARA USE - 2/5/2026
GRAINGER INC	30.28	GARAGE - SHOP USE - 2/11/2026
GRAYMONT WESTERN LIME INC	5,562.88	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,206.72	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,444.16	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HDR ENGINEERING INC	5,767.04	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	15,874.20	C9AAP2 Engineering
HDR ENGINEERING INC	11,307.17	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	11,781.58	LF- Customer Convenience Care Center Project
HENDERSON PRODUCTS INC	(137.51)	Unit 3207 122998 Lip, ASPH, LH MUNI, BOLT-ON
HENDERSON PRODUCTS INC	2,914.66	UNIT #3207 - WO9467 - TARP KIT, BRACKET, TARP
HENDERSON PRODUCTS INC	3,133.87	UNIT #3204 - WO9150 - MAST,ASSY,WNG,8"LIFT
HENDERSON PRODUCTS INC	3,126.72	UNIT: Plow - WO9396 - CUTTING EDGE - 2/16/2026
HERBST UPHOLSTERY	240.00	UNIT #110043 - SEAT UPHOLSTERY 2/9/2026
HODGE COMPANY	9,556.06	FY26 Data Center Rent and Expenses
HOGLUND BUS CO INC	212.10	UNIT #2616 - WO9427 - BELT
HOLY FAMILY CATHOLIC SCHOOLS	2,275.51	Franchise Fee FY26
IMWCA	10,380.86	TPA 411 payments - January 2026
INGRAM LIBRARY SERVICES INC.	(11.40)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	(23.99)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	597.02	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	267.50	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	18.73	Children's books for collection

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
INGRAM LIBRARY SERVICES INC.	183.88	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	342.67	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	48.90	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	161.92	Children's books for collection
INGRAM LIBRARY SERVICES INC.	11.49	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	465.54	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	296.23	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	404.48	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	397.38	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	577.88	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	536.66	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	227.58	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	351.27	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	280.10	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	267.00	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	722.51	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	765.99	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	532.42	Circulating materials for Adult library collection
INTELIUS SCREENING SOLUTIONS LLC	20.06	FY26 Background Checks - December 2025
INTELIUS SCREENING SOLUTIONS LLC	711.23	FY26 Background Checks - January 2026
IOWA COMMUNITIES ASSURANCE POOL	1,104.17	FY26 Damage Claims
IOWA DEPT OF INSPECTIONS & APPEALS	40.00	Boiler Inspection - 01/28/26
IOWA DEPT OF NATURAL RESOURCES	96,601.79	LF- Iowa DNR Solid Waste Tonnage Tax FY26 Q2
IOWA KENWORTH INC	38,320.04	UNIT #3407 - HEAD GASKET/BLOCK 9/5/2025
IOWA KENWORTH INC	99.88	UNIT #2503 - WO9518 - DIPSTICK 2/19/2026
IOWA KENWORTH INC	729.57	UNIT #2500 - WO9537 - GASKET, SENSORS 2/20/2026
J & R SUPPLY COMPANY	18,110.00	Sanitary Sewer Supplies for Callahan Apt Cedar Cro
J & R SUPPLY COMPANY	793.00	Sanitary Sewer Supplies for Callahan Apt Cedar Cro
J & R SUPPLY COMPANY	280.00	6" & 8" GASKETS FOR VALVE REPAIRS
J & R SUPPLY COMPANY	70.00	VALVE REPAIR PARTS
J & R SUPPLY COMPANY	3,575.00	VALVES AND VALVE REPAIR PARTS
J & R SUPPLY COMPANY	265.00	Supplies for house demo Loras & University
J & R SUPPLY COMPANY	300.00	Supplies for house demo Loras & University
J & R SUPPLY COMPANY	(718.00)	Sanitary Sewer Supplies for Callahan Apt Cedar Cro
J & R SUPPLY COMPANY	48.00	Street - 15 GA HPPE 2/11/26
JaMari Jackson	90.00	BASKETBALL REFEREE
JAMES J GRAVES	40.00	Iowa St Ramp Clearance Header
JASON WELU	13,797.05	REPAIRS AND PAINTING DUE TO WATER PIPE BREAK
KENNETH J MEYER	145.00	GARAGE - SHOP SUPPLIES (GLOVES) 2/19/2026
KENNETH J WELTER	90.00	BASKETBALL REFEREE
KILBURG EQUIPMENT LLC	1,257.37	UNIT #3411 - WO9414 - WEAR STRIPS,SLIDES,BOLTS
KLUESNER CONSTRUCTION INC	1,200.00	Wood Chips for DMASWA
LESLEIN TRUCKING	14,504.40	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
LORAS COLLEGE	3,820.49	Franchise Fee FY26
Lynch Dallas PC	2,075.10	3rd Party Attorney for Civil Service Appeal
MACQUEEN EQUIPMENT GROUP	504.00	GARAGE - STOCK RUBBISH - 2/19/2026
MANUFACTURERS' NEWS INC	419.90	Illinois Manufacturers Directory
MARTIN EQUIPMENT OF IL INC	3,907.62	UNIT#3476 - TOOTH
MARTIN EQUIPMENT OF IL INC	84.58	UNIT#3453 - PIN - 2/6/2026
MARTIN EQUIPMENT OF IL INC	148.37	UNIT#3453 - FILLER CAP - 2/11/2026
MARTIN EQUIPMENT OF IL INC	41.28	UNIT#3458 - CONSTR YELLOW, SPRAY - 2/12/2026
MARTIN EQUIPMENT OF IL INC	312.83	UNIT#3453 - CAP SCRW, WSHR, CARRIER RLLR 2/16/2026
MARTIN EQUIPMENT OF IL INC	1,892.35	UNIT#3453 - SERVICE REPLACE A/C LINES- 2/17/2026
MEDICAL ASSOCIATES CLINIC PC	1,800.00	Jan26 Wellness Checks
MEDICAL ASSOCIATES CLINIC PC	446.02	Physicals for Fire Employees
MEDICAL ASSOCIATES CLINIC PC	1,434.00	Immunization for New Officers
MICHAEL C VAN MILLIGEN	1,443.18	10/24 MVM_TR_ICMA Annual Conf_Tampa FL
Midpoint International Inc	14,282.00	LF- Containers 02/09/26
MIDWEST CONCRETE INC	3,014.00	Emergency Call Box Chaplain Schmitt Island Trail
MIDWEST TAPE LLC	363.61	Adult DVDs, BluRays, CDs for Collection

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIDWEST TAPE LLC	297.64	Adult DVDs, BluRays, CDs for Collection
MIKE FINNIN FORD LLC	290,208.00	FY26 Police Vehicles
MIRACLE EXPRESS INC	192.25	FY26 Police Vehicle Car Washes-Express
MOLO PLUMBING & HEATING	113.98	MAINTENANCE TO A/C AT BUNKER HILL
MUNICIPAL PIPE TOOL CO LLC	214.67	UNIT#2711 - SERVICE - 2/11/2026
MUNICIPAL PIPE TOOL CO LLC	3,025.18	UNIT#2704 - 8"PIPE - 2/11/2026
NEAL REPAIR LLC	250.00	UNIT #3480 - SERVICE - GATOR TIRE SEALER 2/4/2026
NEAL REPAIR LLC	250.00	UNIT #3452- SERVICE - RADAR CODE ERROR 2/5/2026
NEAL REPAIR LLC	200.00	UNIT #3453- SERVICE - FIRE SUP BRKT 2/6/2026
NEAL REPAIR LLC	500.00	UNIT #3453 & 3455- SERVICE - PRTS RPLCMNT 1/27/202
NEAL REPAIR LLC	275.00	UNIT #3480- SERVICE - TIRE REPAIR 1/12/2026
NEAL REPAIR LLC	150.00	UNIT #3452- SERVICE - BROOM SOLENOID 1/12/2026
NEAL REPAIR LLC	400.00	UNIT #3456 - SERVICE - REPAIR 1/21/2026
NEAL REPAIR LLC	400.00	UNIT #3455- SERVICE - NEW THERMOSTATS 12/22/2025
NEAL REPAIR LLC	600.00	UNIT #3453- SERVICE - COOLER PACKAGE 12/13/2025
NEAL REPAIR LLC	400.00	UNIT #3471- SERVICE - STARTER RELAY... 12/7/2025
NEAL REPAIR LLC	1,700.00	UNIT #3456- SERVICE - BLD CLNDRS, TRK FRAME 12/6/2
NEAL REPAIR LLC	1,500.00	UNIT #3455- SERVICE - RPLC UNDERCARRIAGE 11/19/202
NEAL REPAIR LLC	250.00	UNIT #3453- SERVICE - COOLANT LEAK 10/22/2025
NEAL REPAIR LLC	500.00	UNIT #3418- SERVICE - SPROCKETS, TIRE RPR 10/14/25
NEAL REPAIR LLC	300.00	UNIT #3471- SERVICE - AL JON LABOR 10/6/2026
NEAL REPAIR LLC	300.00	UNIT #3455 - SERVICE - REPLACE COMPRESSOR 9/26/202
NEAL REPAIR LLC	750.00	UNIT #3471- SERVICE - REPLACE FINAL DRIVE 9/24/25
NEAL REPAIR LLC	300.00	UNIT #3471- SERVICE - AL JON - REPLACE HOSE
NEAL REPAIR LLC	250.00	UNIT #3455 - SERVICE - BLADE CYLINDER 5/23/2025
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
OPEN TEXT INC	2,263.80	licensing for right fax
OPENING SPECIALISTS INC	240.55	PART FOR VETS DOOR
O'REILLY AUTOMOTIVE INC	7.99	GARAGE - SHOP PART - 2/24/2026
O'REILLY AUTOMOTIVE INC	(40.00)	UNIT #2614 - WO9217 - BR CALIPER 1/28/2026
O'REILLY AUTOMOTIVE INC	3.93	UNIT #1917 - WO9420 - WIPER RESVR
O'REILLY AUTOMOTIVE INC	24.09	UNIT #3418 - WO9433 - GASKET
O'REILLY AUTOMOTIVE INC	39.19	UNIT #1857 - WO9459 - WIPER BLADES 2/12/2026
O'REILLY AUTOMOTIVE INC	6.99	GARAGE - SHOP USE - 2/12/2026
O'REILLY AUTOMOTIVE INC	42.01	UNIT #3418 - WO9433 - IGN WIRE SET
O'REILLY AUTOMOTIVE INC	39.95	GARAGE - STOCK MARKER LIGHTS - 2/12/2026
O'REILLY AUTOMOTIVE INC	39.19	UNIT #110013 - WO9468 - WIPER BLADES 2/13/2026
O'REILLY AUTOMOTIVE INC	12.76	UNIT #1857 - WO9459 - WIPER BLADE
O'REILLY AUTOMOTIVE INC	69.98	UNIT #2618 - WO9501 - BELT TENSNER 2/17/2026
O'REILLY AUTOMOTIVE INC	38.48	UNIT #3418 - WO9506 - CABLE, GROMMET 2/17/2026
O'REILLY AUTOMOTIVE INC	50.13	UNIT #2602 - WO9525 - WPR BLDS, BELT 2/18/2026
O'REILLY AUTOMOTIVE INC	82.67	UNIT #2702 - WO9533 - 2/23/2026 (2)
O'REILLY AUTOMOTIVE INC	45.41	UNIT #2702 - WO9533 - 2/23/2026
ORIGIN DESIGN CO	8,289.75	Task order 35-1
ORIGIN DESIGN CO	29.00	Fueling Station Improvements
Ostrom Painting & Sandblasting Inc	6,035.68	2025 Pavement Marking Project
OVERDRIVE INC	650.94	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,375.27	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,266.84	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	139.94	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	500.96	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	750.79	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	957.15	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,312.14	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	672.77	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,082.70	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	898.56	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	607.13	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	1,911.00	Overhead Door Maintenance at Headquarters
PASSPORT LABS INC	1,809.25	Passport Parking Meter App FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
PASSPORT LABS INC	1,804.75	Passport Parking Meter App FY26
Patrick Quarnstrom	120.00	BASKETBALL REFEREE
PETDATA	3,427.40	December 2024 Fees
PRAIRIE FARMS	3,476.19	Franchise Fee FY26
PRAIRIE FARMS	3,316.55	Franchise Fee FY26
PRECISE MRM LLC	360.00	PreCise MRM 02/17 360.00
PRECISE MRM LLC	860.00	2026-01 Subscription
Quality Striping Inc	21,339.17	Pay Application No. 4
R & R PRODUCTS COMPANY	445.50	SEALS & BEARINGS FOR ROLLERS
R & R PRODUCTS COMPANY	99.50	SEALS & BEARINGS FOR ROLLERS
RAINBO OIL COMPANY	868.00	Floor Dry 25lb Bags
RAM SERVICES LLC	100.00	2024 L&HH Radon Testing (FY 27)
RAM SERVICES LLC	100.00	2024 L&HH Radon Testing (FY 27)
RILCO, Inc	906.25	GARAGE - BULK FLUIDS - 2/18/2026
RIVER CITY STONE	1,125.80	Stone for Sanitary Callahan Apts Cedar Cross
RIVER CITY STONE	431.37	Stone for Sanitary Callahan Apts Cedar Cross
RIVER CITY STONE	116.19	Stone for Sanitary Callahan Apts Cedar Cross
RIVER CITY STONE	205.39	Stone for Sanitary Callahan Apts Cedar Cross
RIVER CITY STONE	394.92	Stone for Sanitary Callahan Apts Cedar Cross
RIVER CITY STONE	296.55	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	105.66	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	138.42	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	120.38	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	125.00	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	379.62	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	546.57	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROCHESTER ARMORED CAR CO INC	410.51	DMASWA armored car service (Blanket)
ROGER CLEVELAND GOLF CO INC	1,269.00	PRO SHOP MERCHANDISE
SADLER POWER TRAIN INC	26.01	GARAGE - STOCK CIRCUIT BREAKER - 2/11/2026
SADLER POWER TRAIN INC	593.94	UNIT #2691 - WO9461 - SLACK,AB KIT 2/16/2026
SADLER POWER TRAIN INC	161.38	UNIT #3203 - WO9574 - SOLENOID - 2/23/2026
SAFEGUARD BUSINESS SYSTEMS INC	376.71	Promo Material for Career Fairs
SAFEGUARD BUSINESS SYSTEMS INC	190.87	Promo Material for Career Fairs
SAFEGUARD BUSINESS SYSTEMS INC	866.09	911 in Schools Coloring Books
Save On SP, LLC	1,896.53	Savings on specialty drugs - January 2026
Schadl Incorporated	897.12	Landfill General Plumbing- Pump Out Mudpits
Schadl Incorporated	1,344.36	LF- Preventative Maintenance
SELECTIVE INSURANCE COMPANY OF AMER	2,137.00	FLOOD INSURANCE RENEWAL
SENIOR HIGH SCHOOL	125.00	Seasonal Employee Ad for Senior High School
SPECIAL MARKETS INSURANCE CONSULTAN	600.89	AMERICORPS MEMBER HEALTH INSURANCE
Stantec Consulting Services, Inc.	88,823.61	Ice Harbor Gate Inspection
State of Iowa Dept of Inspections and Appeals	160.00	Library & Parks and Rec Boiler Inspections
STRAND ASSOCIATES INC	16,115.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	2,000.00	Phase I 2025 MCC & PLC Upgrades-25-11 1154.124
STRAND ASSOCIATES INC	1,800.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	273.65	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	19,957.69	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	4,610.22	SCADA Consulting Svces - Tsk 26-02, Pro 1154.053
STRAND ASSOCIATES INC	3,000.00	Phase I 2025 MCC & PLC Upgrades-25-11 1154.124
STRAND ASSOCIATES INC	1,711.34	WRRS On Call Services - Task 26-01, Proj 1154.085
STRAND ASSOCIATES INC	470.00	Structure 75 Boiler Room Modifications
TERRACON CONSULTANTS INC	2,500.00	EAGLE POINT WTP GENERATOR AIR PERMIT-CONSULTANTS
THE LOCKSMITH EXPRESS	31.00	Spare Keys for New Employees
THE LOCKSMITH EXPRESS	30.00	BUNKER HILL AERATOR BOX LOCKS
THE LOCKSMITH EXPRESS	9.00	LOCKS AND KEYS FOR PARKS
THEISENS INC	52.00	Transit Uniform shoes - Florez
Thermo King Sales & Service	20.80	UNIT #2504 - WO9405 - ADHESIVE/SEALANT
THOMPSON TIRE & RETREAD	562.00	UNIT #540005 - TIRE SERVICE 2/16/2026
THOMPSON TIRE & RETREAD	656.74	UNIT #3241 - TIRE SERVICE - 2/16/2026
THOMPSON TIRE & RETREAD	33.00	UNIT#2615 - SERVICE PLUG FLAT TIRE 2/12/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	682.56	UNIT #4910 - E GY WRL WORKHORSE 2/17/2026
THREE RIVERS FS INC	2,267.12	LF- #2 Dyed Diesel & #1 Dyed Diesel 02/17/26
THREE RIVERS FS INC	1,419.20	LF- #2 Dyed Diesel & #1 Dyed Diesel 02/19/26
THREE RIVERS FS INC	819.74	LF- Diesel exhaust fluid bulk 02/19/26
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylinder 02/11/26
TIMOTHY J WITTSTOCK	325.18	Gloves,Kleenex,Trash Bags
TM Inc	300.00	Mail Courier Service
TOP GRADE EXCAVATING INC	5,580.47	Storm Sewer Repairs Penn and JFK
TRAVIS F SMITH	8,118.50	FY26 Lawn Mowing Services
TREASURER STATE OF IOWA ILEA	15,375.00	ILEA Basic Level Training/Defensive Tactics
TREASURER STATE OF IOWA ILEA	625.00	ILEA Basic Level Training/Defensive Tactics
TURPIN DODGE OF DUBUQUE LLC	8.29	UNIT #1912 - WO9441 - LINK-LOCKHOLD
UNIVERSITY OF DUBUQUE	1,839.06	Franchise Fee FY26
Vaisala Inc	7,047.50	Runway Sensor Cabling Replacement/Commissioning
Valentine Construction Co LLC	3,368.00	Valentine Snow Removal 01/31/26
Valentine Construction Co LLC	3,368.00	Valentine Snow Removal 01/31/26
VAN-WALL EQUIPMENT CO	308.91	FLEXIBLE CABLE FOR BED KNIFE GRINDER
VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data Jan 26
VERIZON WIRELESS SERVICES LLC	295.00	Fixed Route Rangers Data Jan 26
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data Feb 26
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
WARTBURG THEOLOGICAL SEMINARY	593.90	Franchise Fee FY26
WARTBURG THEOLOGICAL SEMINARY	180.73	Franchise Fee FY26
WAYNE R SCHNIER	90.00	BASKETBALL REFEREE
WB McCloud & Co, Inc.	306.18	Monthly Pest Prevention
Weber Capital Restoration Inc	17,550.37	EMERGENCY WATER CLEAN UP
WELU PRINTING COMPANY	88.69	Business Cards for Derek Paulson
WELU PRINTING COMPANY	33.05	Business Cards-J Link/TIF
WENZEL TOWING SERVICE	187.50	Unit #3236- CITY TRUCK TOW TO CITY GARAGE 2/13/202
WESTPHAL & COMPANY, INC	168,603.15	WATER UTILITY SCADA UPGRADE FS-31-23-DWSRF-080
WHKS AND COMPANY	13,773.45	Brunskill Rd Sanitary Sewer Streambank Restoration
	<u>\$ 1,622,101.18</u>	

CITY OF DUBUQUE
PERIOD ENDING FEBRUARY 28, 2026
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	6,468,290.18
Grants/Contributions	2,911,151.39
Utility Franchise Fees	572,980.42
Gaming	36,998.95
Investment Earnings	109,328.11
Miscellaneous	221,201.16
Total	<u>\$ 10,319,950.21</u>

CITY OF DUBUQUE
PERIOD ENDING FEBRUARY 28, 2026
INTERIM REVENUES BY FUND

<u>Fund</u>	<u>Amount</u>
General Fund	4,029,541.50
Special Revenue	1,547,938.66
Capital Projects	22,762.56
Water	864,515.39
Sanitary	2,341,150.56
Stormwater	433,367.32
Parking	84,063.79
Refuse	334,515.51
Transit	256,648.98
Internal Service	5,639.59
DMASWA	399,806.35
Total	<u>\$ 10,319,950.21</u>

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

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

General	1,046,978.34
Special Revenue	148,249.49
Capital Projects	1,084,317.42
Water	318,385.83
Sanitary Sewer	140,879.20
Stormwater	552,661.27
Parking	62,201.43
Refuse	7,717.10
Transit	17,326.46
Internal Service	64,114.98
DMA SWA	128,732.35
GRAND TOTAL	<u><u>\$ 3,571,563.87</u></u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,155,039.65
Grants/Contributions	2,543,128.28
LOST	1,366,972.82
Hotel/Motel Tax	257,790.06
Utility Franchise Fees	572,756.82
Gaming	49,518.22
Investment Earnings	99,568.43
Gain on Disposal	16,132.17
Miscellaneous	5,767,718.68
Total	<u>\$ 17,828,625.13</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	4,143,005.85
Special Revenue	2,386,289.58
Capital Projects	694,855.74
Water	2,355,386.48
Sanitary	5,638,264.40
Stormwater	794,554.42
Parking	224,330.58
Refuse	517,248.24
Transit	70,557.99
Internal Service	292,399.57
DMASWA	711,732.28
Total	<u>\$ 17,828,625.13</u>

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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	1,934,533.11
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
DMA SWA	1,642,575.12
GRAND TOTAL	<u>\$ 10,906,643.01</u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,257,360.01
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	850,689.70
Miscellaneous	17,543.25
Total	<u><u>\$ 20,520,014.10</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	5,304,972.18
Special Revenue	1,868,776.18
Debt Service	155,397.37
Capital Projects	7,775,194.09
Water	1,137,330.77
Sanitary	1,859,142.51
Stormwater	496,043.23
Parking	267,312.85
Refuse	415,159.26
Transit	79,051.57
Internal Service	554,715.48
DMASWA	606,918.61
Total	<u><u>\$ 20,520,014.10</u></u>

***Please note that the financial information presented is preliminary.
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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	950,383.87
Special Revenue	261,704.87
Debt Service	50,000.00
Capital Projects	478,727.25
Water	260,900.06
Sanitary Sewer	265,056.63
Stormwater	51,859.69
Parking	80,372.02
Refuse	3,848.70
Transit	9,782.10
Internal Service	12,501.72
DMA SWA	147,694.32
GRAND TOTAL	<u>\$ 2,572,831.23</u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
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	441,834.43
Gain on Disposal	13,770.00
Miscellaneous	37,062.22
Total	<u><u>\$ 13,623,437.93</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	5,517,751.11
Special Revenue	2,705,967.61
Debt Service	19,741.82
Capital Projects	93,298.68
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	214,465.37
Internal Service	327,919.15
DMASWA	832,081.02
Total	<u><u>\$ 13,623,437.93</u></u>

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

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

General	1,519,917.84
Special Revenue	642,279.07
Capital Projects	2,013,792.82
Water	82,109.28
Sanitary Sewer	323,634.14
Stormwater	371,088.53
Parking	21,303.26
Refuse	7,058.37
Transit	8,846.28
Internal Service	21,230.49
DMA SWA	764,514.84
GRAND TOTAL	<u>\$ 5,775,774.92</u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	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	968,257.58
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	<u><u>\$ 33,371,430.51</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	14,130,367.81
Special Revenue	8,714,808.31
Debt Service	103,286.79
Capital Projects	961,713.27
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	79,117.20
Internal Service	354,033.38
DMASWA	1,000,468.85
Total	<u><u>\$ 33,371,430.51</u></u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
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	<u>\$ 18,670,823.93</u>

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

<u>Fund</u>	<u>Amount</u>
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	<u>\$ 18,670,823.93</u>

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

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	First Amendments to Development Agreements Regarding Builder's Risk Insurance
SUMMARY:	City Manager recommending City Council approval of amendments to two development agreements, Plastic Center, Inc at 408 W. 5th Street and Ned Oberbroeckling at 372 Main Street, to delete the builder's risk requirements in the two development agreements based on the policy recommendation to limit this requirement to development agreements involving the sale of City property to the developer. RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Plastic Center, Inc. RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Ned Oberbroeckling
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo Builder's Risk Insurance 2. Staff Memo 3. Development Agreement First Amendment 4. Resolution - Plastic Center 5. Ned Oberbroeckling First Amendment to City of Dubuque Development Agreement 2-2026 6. Resolution - Oberbroeckling

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Builder's Risk Insurance

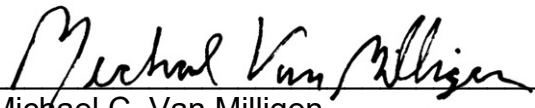
DATE: February 24, 2026

Based on concerns expressed by some developers that builder's risk is too expensive or difficult to obtain for some projects, Senior Counsel Barry Lindahl, along with Economic Development staff, is recommending that builder's risk should only be required for development agreements where City property is sold to the developer, and not required for development agreements where the developer owns the property being developed.

Attached are amendments to two development agreements, Plastic Center, Inc at 408 W. 5th Street and Ned Oberbroeckling at 372 Main Street, where the developers own the development property. The amendments would delete the builder's risk requirements in the two development agreements.

Senior Counsel Barry Lindahl is recommending City Council approval of two amendments based on the policy recommendation limiting the builder's risk requirement to development agreements where there is a sale of City property to the developer.

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
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: March 2, 2026

RE: Builder's Risk Insurance

City of Dubuque development agreements require builder's risk and property insurance: builder's risk during construction and property insurance when construction is completed.

Builder's risk insurance, also known as course of construction insurance, is a specialized type of property insurance that helps protect buildings under construction. A builder's risk insurance policy helps cover buildings and structures under construction. It also helps protect:

- Materials
- Supplies
- Equipment on site, in transit or at other locations

Those items are generally not covered by property insurance. Nor does property insurance cover the increased value of the building during construction.

In the worst case, if a \$1M building is being improved with \$1M in improvements and is destroyed during construction after the developer has put \$500,000 in materials and supplies into the building, without builder's risk, property damage coverage will only cover the \$1M original value of the building and not any of the materials and supplies. The developer will have suffered a \$500,000 loss.

With the City's required builder's risk, the developer will be required to have coverage for the value of the building "as completed": i.e. \$2M. The developer can then complete the project the City bargained for. And the City avoids the possibility of a damaged vacant building. Without builder's risk, the developer may choose not to complete the construction or demolition of the damaged building.

The same result occurs if a new building is being constructed on vacant land and is destroyed during construction.

Based on concerns expressed by some developers that builder's risk is too expensive or difficult to obtain for some projects, we are recommending, along with Economic Development staff, that builder's risk should only be required for development agreements where City property is sold to the developer, and not required for development agreements where the developer owns the property being developed.

The basis for that distinction is the City's risk in the event of a default. Where City property is sold to the developer and there is significant damage to a building on the property during construction, if the developer does not complete the project and is therefore in default, the development property would revert to the City and the City would want adequate insurance in place, builder's risk and property insurance, to repair or replace the building.

For development agreements on property already owned by the developer, it would be the developer's option to repair or restore the building. No incentives would be paid to the developer unless the project was completed as required by the development agreement.

Attached are amendments to two development agreements where the developers own the development property: Plastic Center, Inc. (408 West 5th Street) and Ned Oberbroeckling (372 Main Street). The amendments would delete the builder's risk requirements in the two development agreements.

We recommend submitting the two amendments to the City Council for consideration and approval based on the policy recommendation limiting the builder's risk requirement to development agreements where there is a sale of City property to the developer.

cc: Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
PLASTIC CENTER, INC.**

This First Amendment to Development Agreement, dated for reference purposes the _____ day of _____, 2026 is made and entered into by and between the City of Dubuque, Iowa (City), and Plastic Center, Inc. (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated June 16, 2025, for the development of the real estate locally known as 408 W 5th Street, Dubuque, Iowa and legally described as follows (the Property):

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa

; and

WHEREAS, City and Developer now desire to amend the Development Agreement as set forth herein, to-wit, deleting the requirement of builders risk insurance; and

WHEREAS, City and Developer also desire to delete Section 1.4(6) and Exhibit H; and

WHEREAS, the City Council finds that this First Amendment should be approved.

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

Section 1. Section 5.6(1) of the Development Agreement is deleted.

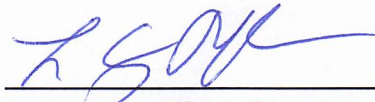
Section 2. Section 1.4(6) and Exhibit H of the Development Agreement are deleted.

Section 3. All other terms and conditions of the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

PLASTIC CENTER, INC.

By _____
Brad M. Cavanagh, Mayor

By  _____
L. Anthony Pfohl, Director

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 26

APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND PLASTIC CENTER, INC.

WHEREAS, City and Developer entered into a Development Agreement dated June 16, 2025, for the development of the real estate locally known as 408 W 5th Street, Dubuque, Iowa and legally described as follows (the Property):

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa

; and

WHEREAS, City and Developer now desire to amend the Development Agreement as set forth in the attached First Amendment, to-wit, deleting the requirement of builders risk insurance; and

WHEREAS, City and Developer also desire to delete Section 1.4(6) and Exhibit H related to the builders risk requirement; and

WHEREAS, the City Council finds that this First Amendment should be approved.

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

Section 1. The First Amendment to Development Agreement attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the First Amendment on behalf of the City of Dubuque.

Dated this _____ day of _____, 2026.

By _____
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NED OBERBROECKLING**

This First Amendment to Development Agreement, dated for reference purposes the _____ day of _____, 2026 is made and entered into by and between the City of Dubuque, Iowa (City), and Ned Oberbroeckling (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated October 20, 2025, for the development of the real estate legally described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

WHEREAS, City and Developer now desire to amend the Development Agreement as set forth herein, to-wit, deleting the requirement of builders risk insurance; and

WHEREAS, City and Developer also desire to delete Section 1.4(6) and Exhibit H related to the builders risk requirement; and

WHEREAS, the City Council finds that this First Amendment should be approved.

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

Section 1. Section 5.6(1) of the Development Agreement is deleted.

Section 2. Section 1.4(6) and Exhibit H of the Development Agreement are deleted.

Section 3. All other terms and conditions of the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

NED OBERBROECKLING

By _____
Brad M. Cavanagh, Mayor

By Ned Oberbroeckling
Ned Oberbroeckling

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO.

APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND NED OBERBROECKLING

Whereas, City and Developer entered into a Development Agreement dated October 20, 25, for the development of the real estate legally described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

Whereas, City and Developer now desire to amend the Development Agreement as set forth in the attached First Amendment, to-wit, deleting the requirement of builders risk insurance; and

Whereas, the City Council finds that this First Amendment should be approved.

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

Section 1. The First Amendment to Development Agreement attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the First Amendment on behalf of the City of Dubuque.

Dated this ____ day of ____, 2026.

By _____
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: First Amendment to Contracted Services Agreement – Travel Dubuque/Dubuque Area Convention and Visitors Bureau

SUMMARY: City Manager recommending City Council approve the First Amendment to Contracted Services Agreement with Travel Dubuque/Dubuque Area Convention and Visitors Bureau and authorizes the Mayor to execute the First Amendment on behalf of the City

RESOLUTION Approving The First Amendment To Agreement By And Between The City Of Dubuque, Iowa And Dubuque Area Convention And Visitors Bureau (A.K.A. Travel Dubuque)

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

ATTACHMENTS:

1. MVM Memo First Amendment to Contracted Services Agreement Travel Dubuque_Dubuque Area Convention and Visitors Bureau
2. Staff Memo
3. 1st Amendment
4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

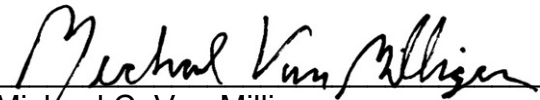
SUBJECT: First Amendment to Contracted Services Agreement – Travel
Dubuque/Dubuque Area Convention and Visitors Bureau

DATE: February 25, 2026

Economic Development Director Jill Connors is recommending City Council approve the First Amendment to Contracted Services Agreement with Travel Dubuque/Dubuque Area Convention and Visitors Bureau and authorizes the Mayor to execute the First Amendment on behalf of the City.

The state has transitioned to monthly payments instead of quarterly. In order to have 12 months of actual receipts from the state to pay Travel Dubuque, the agreement should specify payments made from January 2024 to December 2024, as those are the months when receipts are received.

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: First Amendment to Contracted Services Agreement – Travel
Dubuque/Dubuque Area Convention and Visitors Bureau

DATE: February 24, 2026

INTRODUCTION

Attached for City Council Approval is a First Amendment to the Contracted Services Agreement with Travel Dubuque/Dubuque Area Convention and Visitors Bureau for Fiscal Year 2026.

DISCUSSION

The Adopted Fiscal Year 2026 operating budget provides a payment of \$1,759,691 to Travel Dubuque. The original Agreement represented 50% of the hotel/motel tax received by the City for the period of October 1, 2022, through September 30, 2023. Payments are being made to the Dubuque Area Convention and Visitors Bureau in four equal quarterly installments of \$439,922.75.

The state has transitioned to monthly payments instead of quarterly. In order to have 12 months of actual receipts from the state to pay Travel Dubuque, the agreement should specify payments made from January 2024 to December 2024, as those are the months when receipts are received.

RECOMMENDATION/ ACTION STEP

It is my recommendation that the City Council approve the attached First Amendment to Contracted Services Agreement with Travel Dubuque/Dubuque Area Convention and Visitors Bureau and authorizes the Mayor to execute the First Amendment on behalf of the City.

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE AREA CONVENTION AND VISITORS BUREAU
(a.k.a. TRAVEL DUBUQUE)**

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2026, is made and entered by and between the City of Dubuque, Iowa (City) and Dubuque Area Convention and Visitors Bureau (Agency).

WHEREAS, City and Developer entered into that certain Agreement dated July 1, 2025 (the Agreement) with respect to the matters specified therein; and,

WHEREAS, the parties desire to modify the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Section 4.1 of the Agreement is hereby amended to read as follows:

4.1 City shall pay to Agency fifty percent (50%) of the hotel and motel tax received by City for the period of January 1, 2024, through December 31, 2024 (total of \$1,759,691). Such payment shall constitute full and complete compensation for all services to be rendered including personnel costs, travel, printing and publications, and all other expenses.

2. All other terms of the Development Agreement, as amended, shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

**DUBUQUE AREA CONVENTION AND
VISITORS BUREAU**

By: _____
Brad M. Cavanagh, Mayor

By:  _____
Keith Rahe, President, CEO
Chairperson of the Board

ATTEST

Adrienne N. Breitfelder, City Clerk

Prepared by Jill Connors, Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4213
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-26

APPROVING THE FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE AREA CONVENTION AND VISITORS BUREAU (a.k.a. TRAVEL DUBUQUE)

WHEREAS, the City of Dubuque (City) and Dubuque Area Convention and Visitors Bureau (Agency) entered into an Agreement dated July 1, 2025 to provide certain financial assistance to enable Agency to carry out tourist and convention development on behalf of City and to fund Sister City activities; and

WHEREAS, City and Agency desire to amend the Agreement as set forth in the attached First Amendment to Agreement.

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

Section 1. The First Amendment to Agreement by and between the City of Dubuque, Iowa and the Dubuque Area Convention and Visitors Bureau, a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Agreement as herein approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Grass and weed cutting and garbage collection assessments

SUMMARY: City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.
RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo Grass and weed cutting and garbage collection assessments
2. Council_Memo_February 2026
3. Grass, Weed and Garbage Resolution February 2026
4. Grass, Weed and Garbage notice - February 2026
5. Assessments Grass-Weeds-Garbage 2-26

TO: The Honorable Mayor and City Council Members

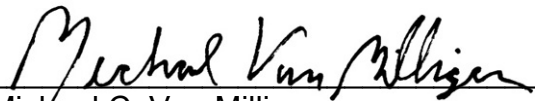
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grass and weed cutting and garbage collection assessments

DATE: February 23, 2026

Housing & Community Development Director Madeline Haverland is recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

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
Madeline Haverland, Housing & Community Development Director
Tami Ernster, Permit Clerk

TO: Michael C Van Milligen, City Manager

FROM: Madeline Haverland, Housing and Community Development Director

DATE: February 23, 2026

SUBJECT: Grass and weed cutting and garbage collection assessments

INTRODUCTION

The purpose of this memorandum is to request City Council to adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

INTRODUCTION

Title 6-4-3A of the Code of Ordinances provides that overgrown weeds and grass and garbage are considered a substandard condition requiring abatement. Title 6-8-2 provides that the City may have the conditions abated and provides that the City Clerk shall certify such cost for abatement to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general property taxes on said properties.

RECOMMENDATION

It is recommended that the grass and weed cutting and garbage collection charges identified in the attached resolution be certified to the Dubuque County Treasurer for collection with, and in the same manner, as general property taxes. The action step is for the City Council to adopt the attached resolution authorizing the City Clerk to certify the grass and weed cutting and garbage collection charges to the Dubuque County Treasurer.

Prepared by: Tami Ernster, Permit Clerk
cc: Crenna Brumwell, City Attorney

RESOLUTION NO. _____-26

RESOLUTION AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

WHEREAS, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety or welfare of the public or the occupants thereof; and

WHEREAS, whenever in the judgment of the Housing Officer, a nuisance that is “palpably and indisputably such” exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

WHEREAS, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes;

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

Section 1. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges:

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

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

Brad M Cavanagh
Mayor

Attest:

Adrienne N. Breitfelder
City Clerk

NOTICE OF FILING OF DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A; TITLE 6-4-5A & TITLE 6-4-5B OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA.

Title 6-4-3A of the Code of Ordinances provides that garbage is considered a public nuisance that requires that such conditions be ordered to be remedied.

Title 6-8-2 provides that the City shall have the authority to correct a nuisance that is “palpably and indisputably such,” without notice and provides that the City Clerk shall certify such cost for the abatement of situations where the nuisance is “palpably and indisputably such” to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general taxes on said properties.

As of December 31, 2025, the costs for a nuisance that are “palpably and indisputably such,” such as delinquent grass and weed cutting and garbage collection charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

The persons listed on the attached Grass/Weed/Garbage Assessment Schedule have unpaid grass and weed cutting or garbage collection charges in the amount set out and said charges are delinquent.

The assessments may be paid in full or in part without interest at the Housing and Community Development Department, 350 W 6th Street, Suite 312, Dubuque, Iowa, at any time within 30 days after the date of the first publication of the notice of the filing of the Schedule of Assessments with the County Treasurer. After 30 days, unpaid assessments are payable at the County Treasurer’s Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and charges shall be collected in the same manner as general property taxes against the respective parcels of the property set forth on the attached schedule.

You are hereby notified that the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

This notice given by direction of the City Council of the City of Dubuque, Iowa, as provided in Section 384.60 of the Code of Iowa.

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
3197 WINDSOR	LOT 1 SHERIDAN ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1013201018	\$176.50	garbage
2574 JACKSON	S 25' OF LOT 17 E LANGWORTHYS ADD	Mcdermott, Beverly J 2217 Queen St Apt 202 Dubuque IA 52001	1013335002	\$182.50	garbage
1745 AUBURN	LOT 185 WOODLAWN PARK ADD	Jaquis, Leta & Jaquis Robert John 1745 Auburn St Dubuque IA 52001	1023382008	\$38.00	garbage
801 LINCOLN	LOT 1-33 DREIBELBIS ADD	Queck Capital Management LLC 3161 SE 22nd St Des Moines IA 50320	1013479010	\$113.00	garbage
1697 JACKSON	N 1/5 OF CITY LOT 492	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024177026	\$188.00	garbage
1525 WASHINGTON	S 26'2" LOT 78 EAST DUBUQUE ADD	Rivera, Francisco & Hollenbach, Annette C 1525 Washington St Dubuque IA 52001	1024281015	\$51.00	garbage
611 UNIVERSITY	LOT 44 FARLEYS SUB	609-611 University Ave Dubuque LLC 1929 Clifford St Dubuque IA 52002	1025127001	\$175.00	garbage
1428 IOWA	S 26.38' OF SM 1/5 & N 8.21' OF S 1/5 CITY LOTS 455	River Walk Properties LLC 3500 Dodge St, Suite 205 Pmb 311 Dubuque IA 52003	1024407004	\$1,986.90	garbage
TOTAL				\$2,910.90	

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE: Acceptance of Grant of Easement for Sanitary Sewer Utility across Luedtke and McElmeel Properties along Lake Eleanor Road

SUMMARY: City Manager recommending City Council acceptance of the Grants of Easement for Sanitary Sewer Utility from Richard and Mary Luedtke and from Mary Jo McElmeel through the adoption of the enclosed resolution.

RESOLUTION Accepting A Grants Of Sanitary Easement For Sanitary Sewer Utility Through, Under And Across Parts Of Lot 1 Of "Meta Luedtke Place" In Section 12 And Section 13, Table Mound Township, Dubuque County, Iowa And Parts Of Lot 1 Of The Subdivision Of Lot 2 Of Lot 3 Of The Southeast Quarter Of Section 12, Township 88 North, Range 2 East Of The 5th P.M. In Dubuque County, Iowa

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

ATTACHMENTS:

1. MVM Memo Acceptance of Grants of Easement for Sanitary Sewer Utility
2. 1 memo accept grant san eases luedtke mcelmeel
3. 2 res accept san eases luedtke mcelmeel
4. 3 leudtke san easement signed
5. 4 mcelmeel san easement signed
6. 5 cc area map luedtke mcelmeel

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

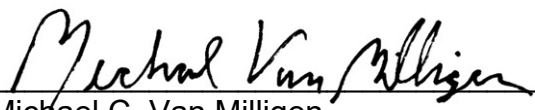
SUBJECT: Acceptance of Grants of Easement for Sanitary Sewer Utility across Luedtke and McElmeel Properties Along Lake Eleanor Road

DATE: February 23, 2026

City Engineer Gus Psihoyos is recommending City Council acceptance of the Grants of Easement for Sanitary Sewer Utility from Richard and Mary Luedtke and from Mary Jo McElmeel through the adoption of the enclosed resolution.

In 1998, the City of Dubuque designed and constructed the Granger Creek Sanitary Sewer project to serve the Technology Park area in Dubuque. Recently it has come to the Engineering Departments attention that two property owners, Luedtke and McEneel, had not signed their grant of easement documents and were therefore never recorded and formalized. The City met with the owners and they agreed to formalize the easements by signing current grants of easement documents.

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 - CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Grants of Easement for Sanitary Sewer Utility across Luedtke and McElmeel Properties Along Lake Eleanor Road

DATE: February 20, 2026

INTRODUCTION

The purpose of this memorandum is to seek acceptance of grants of easement for sanitary sewer utility from Richard and Mary Luedtke and from Mary Jo McElmeel for the existing Granger Creek Sanitary Sewer under their respective properties on Lake Eleanor Road.

DISCUSSION

In 1998, the City of Dubuque designed and constructed the Granger Creek Sanitary Sewer project to serve the Technology Park area in Dubuque. As part of the project, sanitary sewer easements agreements were made with each of the affected property owners along the project corridor. Recently it has come to the Engineering Departments attention that two property owners, Luedtke and McEneel, had not signed their grant of easement documents and were therefore never recorded and formalized. The City met with the owners and they agreed to formalize the easements by signing current grants of easement documents.

The attached grants of easement show the location of the sanitary sewer easement across the respective private properties. The property owners have executed the attached grants of easement.

RECOMMENDATION

I recommend accepting the Grants of Easement for Sanitary Sewer Utility through, under and parts of Lot 1 of "Meta Luedtke Place" in Section 12 and Section 13, Table Mound Township, Dubuque County, Iowa and parts of Lot 1 of the Subdivision of Lot 2 of Lot 3 of the Southeast Quarter of Section 12, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa, as shown on the attached exhibits included in the grants of easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the Grants of Easement for Sanitary Sewer Utility from Richard and Mary Luedtke and from Mary Jo McElmeel through the adoption of the enclosed resolution.

Prepared by Nate Kieffer - CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. -26

ACCEPTING A GRANTS OF SANITARY EASEMENT FOR SANITARY SEWER UTILITY THROUGH, UNDER AND ACROSS PARTS OF LOT 1 OF "META LUEDTKE PLACE" IN SECTION 12 AND SECTION 13, TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA AND PARTS OF LOT 1 OF THE SUBDIVISION OF LOT 2 OF LOT 3 OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M. IN DUBUQUE COUNTY, IOWA

Whereas, Richard C. Luedtke, Trustee of the Richard C. Luedtke Trust dated September 24, 2025, and Mary B. Luedtke, Trustee of the Mary B. Luedtke Trust dated September 24, 2025, have executed a Grant of Easement for Sanitary Sewer Utility through, under and across Part of Lot 1 of "Meta Luedtke Place" in Section 12 and Section 13, Table Mound Township, Dubuque County, Iowa; and

Whereas, Mary Jo McElmeel, Trustee of the Mary Jo McElmeel Trust dated April 24, 2024, has executed a Grant of Easement for Sanitary Sewer Utility through, under and across Part of Lot 1 of the Subdivision of Lot 2 of Lot 3 of the Southeast Quarter of Section 12, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grants of Easement for Sanitary Sewer Utility through, under and across Part of Lot 1 of "Meta Luedtke Place" in Section 12 and Section 13, Table Mound Township, Dubuque County, Iowa from Richard C. Luedtke, Trustee of the Richard C. Luedtke Trust dated September 24, 2025, and Mary B. Luedtke, Trustee of the Mary B. Luedtke Trust dated September 24, 2025, and through, under and across Part of Lot 1 of the Subdivision of Lot 2 of Lot 3 of the Southeast Quarter of Section 12, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa from Mary Jo McElmeel, Trustee of the Mary Jo McElmeel Trust dated April 24, 2024, respectively, copies of which are attached hereto.

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

Passed, approved and adopted this 2nd day of March, 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 EASEMENT FOR SANITARY SEWER UTILITY

For and in consideration of the Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Richard C. Luedtke, Trustee of the Richard C. Luedtke Trust dated September 24, 2025, and Mary B. Luedtke, Trustee of the Mary B. Luedtke Trust dated September 24, 2025, ("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 "Meta Luedtke Place" in Section 12 and Section 13, Table Mound Township, Dubuque County, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a sanitary sewer utility and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said sanitary sewer and appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said sanitary sewer utility thereon or therein.

Dated at Dubuque, Iowa this 3rd day of FEBRUARY, 2026.

**MARY B. LUEDTKE TRUST
DATED SEPTEMBER 24, 2025**

By: Mary B. Luedtke
Mary B. Luedtke, Trustee

**RICHARD C. LUEDTKE TRUST
DATED SEPTEMBER 24, 2025**

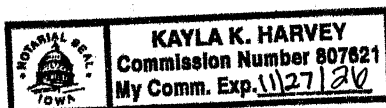
By: Richard C. Luedtke
Richard C. Luedtke, Trustee

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

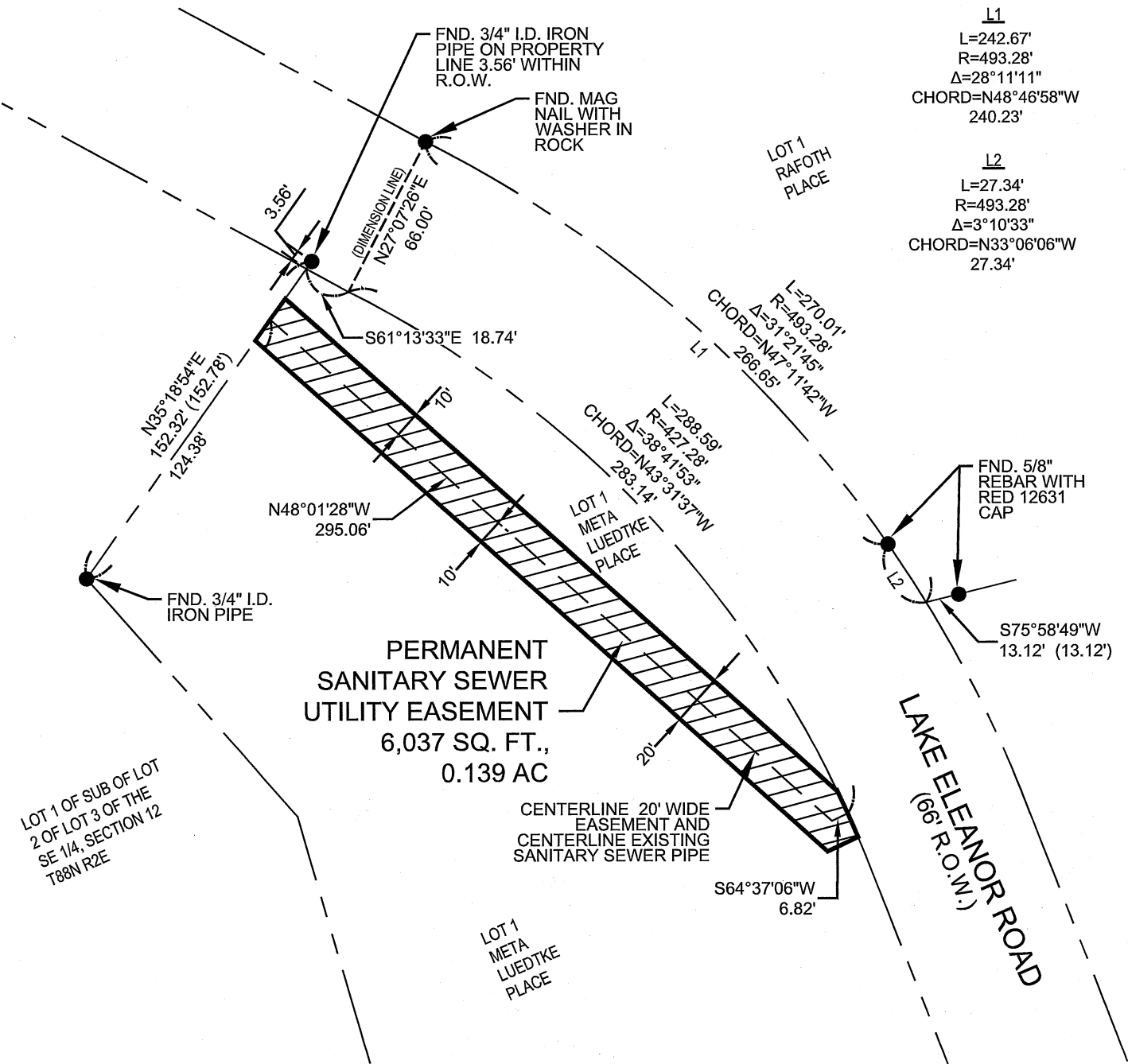
On this 3rd day of February, A.D., 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Mary B. Luedtke and Richard C. Luedtke, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



Kayla Harvey
Notary Public In and For Said State

CITY OF DUBUQUE
EXHIBIT A
PERMANENT SANITARY SEWER UTILITY EASEMENT

COUNTY DUBUQUE PARCEL NO. 1513200001 JOB NO. _____
PROJECT _____ SECTION 12 TWP 88N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 1 OF "META LUEDTKE PLACE" IN SECTION 12 AND SECTION 13,
TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA
OWNER RICHARD C. LUEDTKE, TRUSTEE OF THE RICHARD C. LUEDTKE TRUST DATED SEPTEMBER 24, 2025
AND MARY B. LUEDTKE, TRUSTEE OF THE MARY B. LUEDTKE TRUST DATED SEPTEMBER 24, 2025

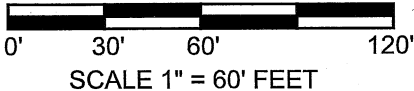


LEGEND

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

NOTES:

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
- PROPRIETOR OF ABOVE DESCRIBED LOT: RICHARD C. LUEDTKE, TRUSTEE OF THE RICHARD C. LUEDTKE TRUST DATED SEPTEMBER 24, 2025 AND MARY B. LUEDTKE, TRUSTEE OF THE MARY B. LUEDTKE TRUST DATED SEPTEMBER 24, 2025
- SURVEY REQUESTED BY: CITY OF DUBUQUE
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
- DATE OF SURVEY: 12-19-2025



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: JUB Approved By: RNK Date: 01-08-26

LOT 1 OF "META LUEDTKE PLACE" IN SECTION 12 AND SECTION 13, TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF EASEMENT FOR SANITARY SEWER UTILITY

For and in consideration of the Ten and 00/100's Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Mary Jo McElmeel, Trustee of the Mary Jo McElmeel Trust dated April 24, 2024, ("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 the Subdivision of Lot 2 of Lot 3 of the Southeast Quarter of Section 12, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Exhibit A for the purpose of constructing and maintaining a sanitary sewer utility and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction, maintenance or repair of said sanitary sewer and appurtenances.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said sanitary sewer utility thereon or therein.

Dated at Dubuque, Iowa this 5th day of FEBRUARY, 2026.

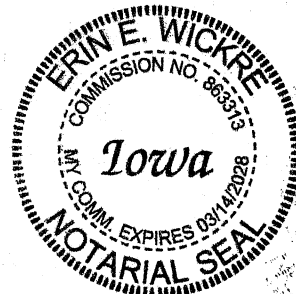
MARY JO MCELMEEL TRUST
DATED APRIL 24, 2024

Mary Jo McElmeel

By:

Mary Jo McElmeel, Trustee

NOTARY PUBLIC



STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

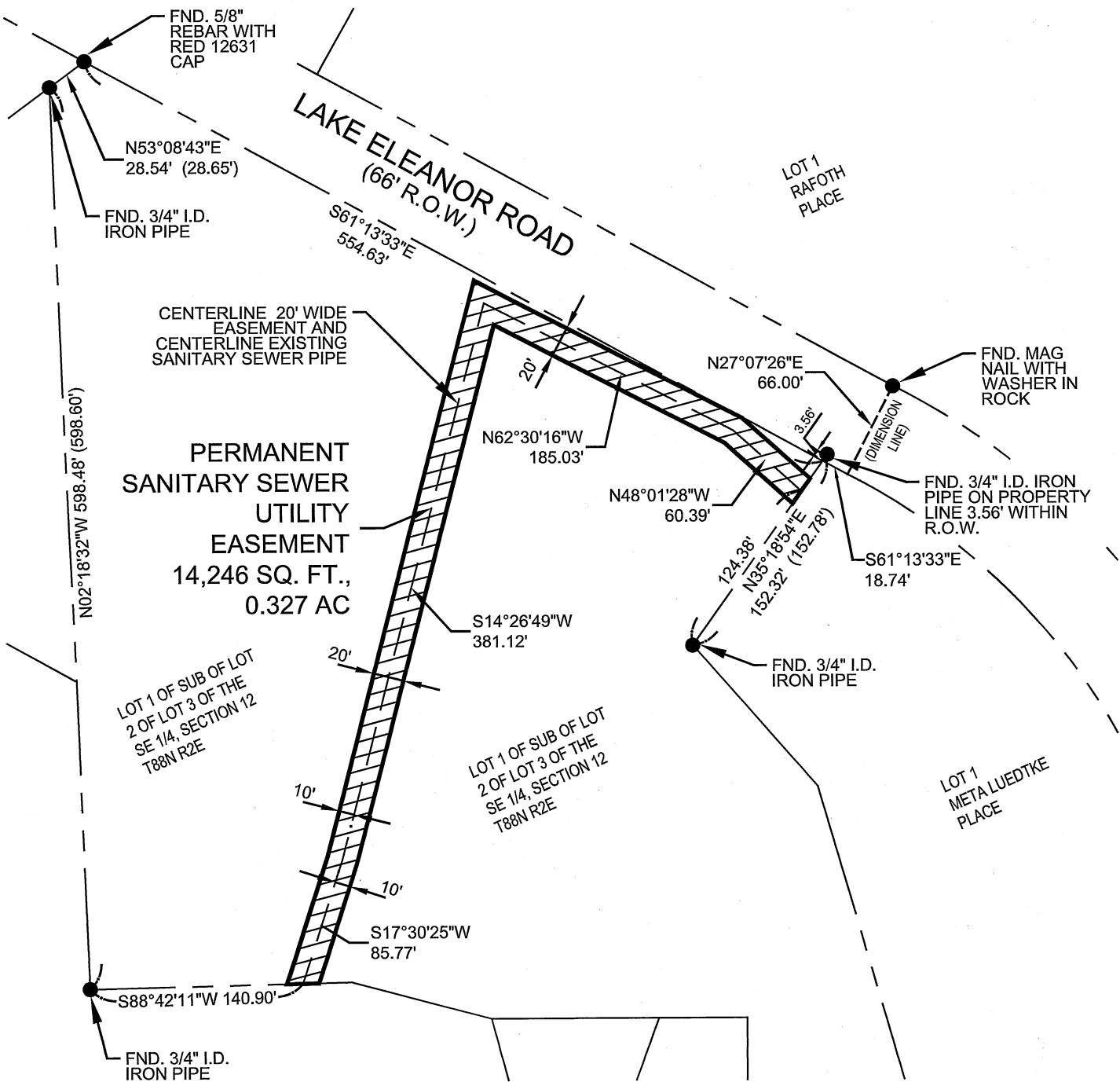
On this 5th day of February A.D., 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Mary Jo McElmeel, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Erin Wickre

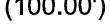
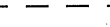
Notary Public In and For Said State

CITY OF DUBUQUE
EXHIBIT A
PERMANENT SANITARY SEWER UTILITY EASEMENT

COUNTY DUBUQUE PARCEL NO. 1512477001 JOB NO. _____
PROJECT _____ SECTION 12 TWP 88N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 1 OF SUB OF LOT 2 OF LOT 3 OF SE 1/4, SEC. 12 T88N R2E
OWNER MARY JO MCELMEEL, TRUSTEE OF THE MARY JO MCELMEEL TRUST DATED APRIL 24, 2024

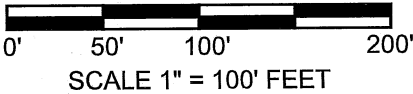


LEGEND

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

NOTES:

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
- PROPRIETOR OF ABOVE DESCRIBED LOT: MARY JO MCELMEEL, TRUSTEE OF THE MARY JO MCELMEEL TRUST DATED APRIL 24, 2024
- SURVEY REQUESTED BY: CITY OF DUBUQUE
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
- DATE OF SURVEY: 12-19-2025



CITY OF DUBUQUE

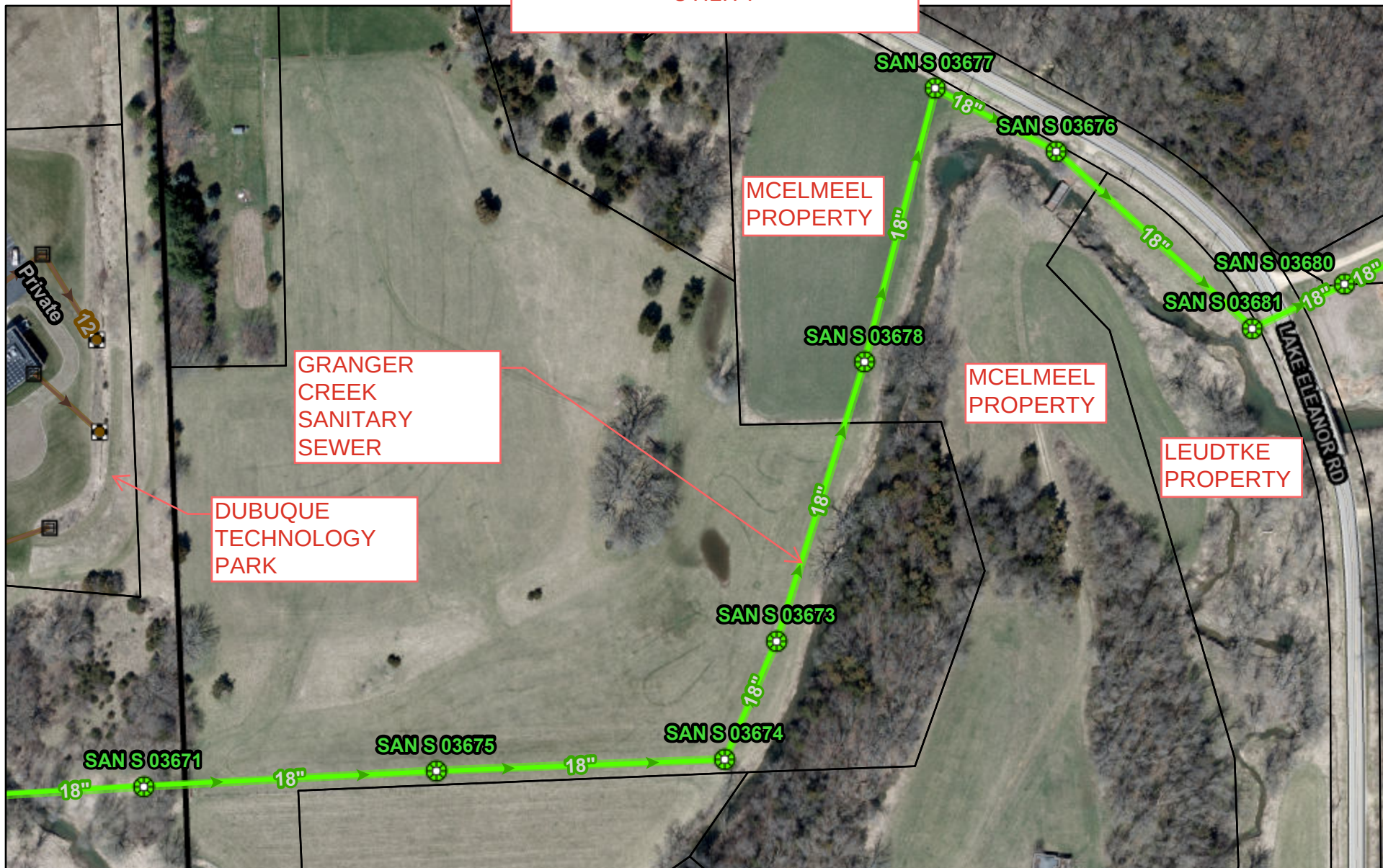
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13TH STREET
DUBUQUE, IA 52001-4864

PHONE (563) 589-4270 FAX (563) 589-4205

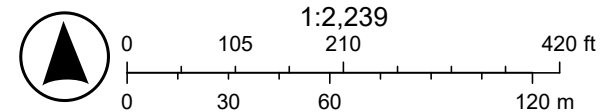
Drawn By: JJB Approved By: RNK Date: 01-08-26

LOT 1 OF SUB OF LOT 2 OF LOT 3
OF SE 1/4, SEC. 12 T88N R2E
IN THE CITY OF DUBUQUE, IOWA

AREA MAP - LUEDTKE & MCELMEEL
EASEMENT FOR SANITARY SEWER
UTILITY



2/20/2026, 2:25:34 PM



**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE: Agreements with Dubuque Museum of Art and Cottingham & Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

SUMMARY: City Manager recommending City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.
RESOLUTION Approving Agreements Between The City Of Dubuque, Iowa And Dubuque Museum Of Art And The City Of Dubuque, Iowa And CBDC, LLC For Construction Of Certain Off-Site Public Improvements And Vacation And Sale Of Portions The West 7th Street And Bluff Street Right Of Way And A Portion Of The Alley Right Of Way In The Block Bounded By Locust Street, West 8th Street, Bluff Street, And West 7th Street, And Between City Lots 648 Thru 652 And City Lots 623 Thru 627, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo Agreements Redevelopment of the City Block bounded by Locust Street, West 8th St
2. 1 memo approving дума c&b da agreements 02192026
3. 2 Resolution approving дума c&b da agreements 02192026
4. 3 DUMA DA signed by DUMA 02202026 binder
5. 4 CBDC City Alley Vacate Agreement CB executed 02202026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

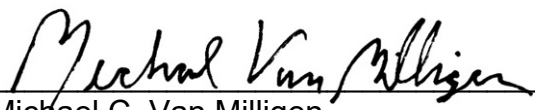
SUBJECT: Agreements with Dubuque Museum of Art and Cottingham and Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

DATE: February 23, 2026

City Engineer Gus Psihoyos is recommending City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.

DUMA and CBDC have coordinated the redevelopment of said city block property. The improvements include the recently constructed Cottingham and Butler day care facility located in the northeast quadrant of the block and the proposed Dubuque Museum of Art building and campus improvements in the remainder of the block area.

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, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreements with Dubuque Museum of Art and Cottingham and Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

DATE: February 19, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.

BACKGROUND

DUMA and CBDC have coordinated the redevelopment of said city block property. The improvements include the recently constructed Cottingham and Butler day care facility located in the northeast quadrant of the block and the proposed Dubuque Museum of Art building and campus improvements in the remainder of the block area.

DISCUSSION

The City of Dubuque Development Review Team has finished its review of the construction plans and will issue an approval letter after the agreements are fully executed. The DUMA campus plan includes a new museum building (programs pavilion, gallery pavilion, and collection pavilion area) and campus improvements such as landscaped areas (courtyards, gardens, and a memorial grove), as well as an elevated café patio area. The patio improvements and programs pavilion roof on the south side encroach into the existing Seventh Street right of way and the landscaping improvements on the west side encroach on the existing Bluff Street right of way. Both the DUMA and CBDC site plans include utilization of the existing City alley right of way area running north-south through the middle of the block to accommodate the museum building and a shared use refuse and transformer enclosure area.

The agreements include the dedication of fee title to the adjoining street and alley rights of way, from DUMA and CBDC to the City, followed by the subsequent vacation and disposal of portions of those rights of way from the City to DUMA and CBDC to accommodate the proposed development plans. Existing public and private utilities in the right of way areas to be vacated have already either been abandoned or relocated by DUMA and CBDC. The abandonment and/or relocation of these utilities has been

coordinated with the utility owners. The vacation and disposal of the portions of 7th Street and Bluff Street are minimal and allow for City standard street widths once reconstruction is complete. After reconstruction, traffic on Bluff Street will remain two lanes southbound only, while traffic on 7th Street will remain two ways east - west with no changes in parking restrictions. After reconstruction, parking on Bluff will remain the same with limited metered parking on the east side. Parking on 7th will remain the same with no parking on the south side of the street and two ADA parking stalls and drop/off pick-up areas on the north side.

The DUMA plans require reconstruction of much of the north side 7th Street and east side Bluff Street curb and gutter and sidewalk areas. DUMA plans to construct or reconstruct certain public improvements in these public right of way, including storm sewer utilities, storm sewer inlets, street lighting, pavements, and parking meters, which said improvements DUMA plans to dedicate to the City of Dubuque for ownership and maintenance. As such, the agreements included requirements for insurance, securities, and inspection fees covering the proposed public improvements construction.

A copy of the agreements executed by DUMA and CBDC are attached.

RECOMMENDATION

I recommend that the City approve the agreements with DUMA and CBDC for the redevelopment of the city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, per the terms of the attached agreements.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolutions approving said agreements and authorizing the City Manager to execute said agreements.

Attach.

Prepared by: Nate Kieffer, CE III, PE/PLS

APPROVING AGREEMENTS BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE MUSEUM OF ART AND THE CITY OF DUBUQUE, IOWA AND CBDC, LLC FOR CONSTRUCTION OF CERTAIN OFF-SITE PUBLIC IMPROVEMENTS AND VACATION AND SALE OF PORTIONS THE WEST 7TH STREET AND BLUFF STREET RIGHT OF WAY AND A PORTION OF THE ALLEY RIGHT OF WAY IN THE BLOCK BOUNDED BY LOCUST STREET, WEST 8TH STREET, BLUFF STREET, AND WEST 7TH STREET, AND BETWEEN CITY LOTS 648 THRU 652 AND CITY LOTS 623 THRU 627, IN THE CITY OF DUBUQUE, IOWA

WHEREAS, Dubuque Museum of Art, an Iowa nonprofit corporation, (DUMA) is requesting the vacation and sale of portions the West 7th Street and Bluff Street right of way and a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property in order to accommodate the construction of the proposed DUMA museum campus improvements; and

WHEREAS, CBDC, LLC, an Iowa limited liability company (CBDC) is requesting the vacation and sale of a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, in order to accommodate the recently constructed day care center site improvements; and

WHEREAS, DUMA and CBDC are fee title holders to their respective streets and alleys in the block adjacent to their respective properties (Streets and Alleys); and

WHEREAS, City currently has a right of way easement for street purposes over the Streets and Alleys; and

WHEREAS, City desires to own the fee title to said Streets and Alleys; and

WHEREAS, DUMA and CBDC are willing to deed their respective rights to said Streets and Alleys to City for fee title ownership by City; and

WHEREAS, City has agreed to vacate and sell certain street and alley right of way areas to DUMA who will divide the alley right of way area and deed a portion of the alley right of way area to CBDC; and

WHEREAS, DUMA and CBDC have agreed to divide the alley right of way areas between themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, to accommodate the construction of the DUMA improvements and to accommodate the CBDC improvements; and

WHEREAS, City, DUMA and CBDC would like to coordinate the deeding of the Streets and Alleys and the vacation, division and sale of the right of way areas as part of DUMA's and CBDC's redevelopment of the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street to complete the DUMA Improvements and CBDC

Improvements; and

WHEREAS, DUMA, CBDC, and City desire to enter into agreements with respect to the deeding of the Streets and Alleys and vacation of the ROW Areas as set forth herein; and

WHEREAS, DUMA's campus improvement plans include the construction or reconstruction of certain public improvements in the public right of way, including storm sewer utilities, storm sewer inlets, street lighting, pavements, and parking meters, which said improvements DUMA plans to dedicate to the City of Dubuque for ownership and maintenance; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the agreements with DUMA and CBDC attached hereto.

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

Section 1. The agreements attached hereto are hereby approved.

Section 2. The City Manager is authorized and directed to execute the agreements on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Agreement.

Passed, Approved, and Adopted this 2nd day of March, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**AGREEMENT
BY AND BETWEEN
DUBUQUE MUSEUM OF ART
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 19 day of February, 2026, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Dubuque Museum of Art, an Iowa nonprofit corporation (DUMA).

WHEREAS, DUMA is requesting the vacation and sale of portions the West 7th Street and Bluff Street right of way and a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on Page 2 of Exhibit A (the ROW Areas), the entirety of Exhibit A is attached hereto and hereby incorporated by reference, in order to accommodate the construction of the DUMA Improvements (defined below); and

WHEREAS, CBDC, LLC, an Iowa limited liability company (CBDC) is requesting the vacation and sale of a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on Page 2 of Exhibit A, in order to accommodate the construction of its proposed day care center site improvements (the CBDC Improvements); and

WHEREAS, DUMA and CBDC are fee title holders to their respective streets and alleys in the block adjacent to their respective properties as shown on Page 1 of Exhibit A (Streets and Alleys); and

WHEREAS, City currently has a right of way easement for street purposes over the Streets and Alleys; and

WHEREAS, City desires to own the fee title to said Streets and Alleys; and

WHEREAS, DUMA and CBDC are willing to deed their respective rights to said Streets and Alleys to City for fee title ownership by City, in alignment with the areas outlined on Page 1 of Exhibit A; and

WHEREAS, City has agreed to vacate and sell the ROW Areas to DUMA, in alignment with the area outlined on Page 2 of Exhibit A.

WHEREAS, DUMA and CBDC have agreed to divide the ROW Areas between themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as shown on Page 3 of Exhibit A, to accommodate the construction of the DUMA Improvements and to accommodate the CBDC Improvements; and

WHEREAS, City, DUMA and CBDC would like to coordinate the deeding of the Streets and Alleys and the vacation, division and sale of the ROW Areas as part of DUMA's and CBDC's redevelopment of the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street to complete the DUMA Improvements and CBDC Improvements; and

WHEREAS, DUMA and City desire to enter into an agreement with respect to the deeding of the Streets and Alleys and vacation of the ROW Areas as set forth herein.

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

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 After dedication of the Streets and Alleys by CBDC and DUMA, City shall vacate and sell the ROW Areas as shown on Page 2 of Exhibit A, to DUMA for ten and 00/100's dollars (\$10.00), to accommodate the DUMA Improvements and the CBDC Improvements located within the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street. DUMA and CBDC have agreed to divide the ROW Areas amongst themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as conceptually shown on Page 3 of Exhibit A.

1.2 Upon receipt of the Plat of Survey for the ROW Areas, required under Section 2.3 of this Agreement, City shall timely submit the required documents to the City Council for the next available public hearing and formal approval of the vacated ROW Areas.

1.3 Subject to City Council approval and reimbursement to City from DUMA for publication and filing fees, City will execute and shall, at DUMA's expense, file of record in the Office of the Dubuque County Recorder a Quit Claim Deed to DUMA for the vacated ROW Areas.

1.4 City shall pay the survey consultant fee of \$800.00 for the platting of the right of way dedication of the Streets and Alleys, as shown in Page 1 of Exhibit A.

1.5 City shall grant to DUMA certain private sanitary sewer service and private storm sewer easements over public right ways in the locations as conceptually shown on Exhibit B, attached hereto and hereby incorporated by reference, and shall register associated private utilities with the Iowa One Call System.

SECTION 2. DUMA RESPONSIBILITIES. DUMA agrees as follows:

2.1 DUMA will execute and shall, at City's expense, file of record in the Office of the Dubuque County Recorder, a Quit Claim Deed for the respective Streets and Alleys owned by DUMA, shown in Page 1 of Exhibit A, to City.

2.2 DUMA shall submit a request to City to vacate and provide a sketch or plat of the ROW Areas to be vacated, as shown on Page 2 of Exhibit A.

2.3 DUMA shall obtain a Plat of Survey by a licensed land surveyor for the proposed ROW Areas, as shown in Page 2 of Exhibit A, which will show the boundaries of the area and assign a legal description to the ROW Areas.

2.4 As a requirement of approval of the vacation of the ROW Areas, DUMA shall submit to City signed consent to Right of Way vacation forms from all affected utility owners in the ROW Areas. Consents shall be in a form mutually agreeable to City and DUMA.

2.5 As a requirement of approval of the vacation of the ROW Areas, to enter into an agreement with CBDC to allow for CBDC to access the trash/electric enclosure that is proposed to be located on DUMA property. DUMA shall submit to City the signed easement agreement.

2.6 DUMA shall reimburse City for the cost of all publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process of the ROW Areas promptly upon receipt of a statement from City.

2.7 Within sixty (60) days of closing, at DUMA's expense, to consolidate the vacated ROW Areas owned by DUMA with another adjacent property owned by DUMA to create one lot or lots that conforms to the City of Dubuque Unified Development Code Bulk Standards for the combined lots.

2.8 DUMA shall dedicate for street right of way to the City of Dubuque any DUMA property necessary so that all public sidewalks are located within City right of way areas and not on private property, as conceptually shown on Page 4 of Exhibit A.

2.9 To provide to City exhibits to accompany the City easement(s) documents described in Section 1.5 in a form acceptable to City. Exhibits associated with Section 1.5 shall be prepared by a licensed land surveyor and shall be of survey quality (tied to platted lot lines and corner monuments).

3.0 Public Improvements

PLANS AND PERMITS.

For the construction of DUMA's proposed art museum campus, DUMA must obtain and submit to City copies of all applicable permits necessary for the proposed public improvements shown on the final design plans, including, but not limited to, storm sewer utilities, storm sewer inlets, street lighting, and parking meters, prior to commencing work (the DUMA Improvements). All existing streetlights and parking meters shall be salvaged to City by DUMA.

DUMA must obtain all applicable permits and licenses required for working in City right-of-way, if applicable.

DUMA must submit to City final design plans, that meet current City standards, for the DUMA Improvements prior to commencing work. City will review and approve such plans before work on the DUMA Improvements commences. If such plans are not approved, City will provide feedback regarding the modifications necessary for approval.

BONDS.

DUMA must obtain a construction bond or other suitable security for one hundred ten percent (110%) of the estimated total construction cost of the DUMA Improvements.

DUMA must obtain a maintenance bond or other acceptable security for twenty-five percent (25%) of the estimated total construction cost of the DUMA Improvements. DUMA must maintain this maintenance bond for two (2) years after date that the City Council accepts the completed DUMA Improvements (Warranty Period).

INSPECTIONS AND ACCEPTANCE.

City will inspect the DUMA Improvements work throughout its implementation and at its completion to ensure compliance with the approved plans and specifications. DUMA must pay to City an inspection fee in the amount of three percent (3%) of the estimated total construction cost for the DUMA Improvements.

City will conduct a final inspection upon the completion of the DUMA Improvements. If the inspection establishes that the DUMA Improvements have been completed in accordance with the approved plans and City requirements and specifications, the DUMA Improvements will be accepted by City Council, starting the two (2) year Warranty Period.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to DUMA:	Dubuque Museum of Art Attention: Gary Stoppelman 701 Locust Street Dubuque, IA 52001
If to City:	City of Dubuque, Iowa Attention: Gus Psihoyos, City Engineer 50 West 13 th Street Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by DUMA, City reserves the right to seek specific performance in Iowa District Court for Dubuque County. In the event of default by City, DUMA shall have all rights and remedies available at law or in equity.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of City. Such 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 District Court of Iowa, 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.

5.8 As a requirement of approval of the vacation of the alley, CBDC and City shall also execute a similar right of way vacation agreement.

5.9 The closing on the property with DUMA shall be no later than April 1, 2026.

6.0. This Agreement is subject to the approval of the City Council and upon compliance with the requirements of Iowa Code § 403.8(2)(a) for the disposition of real property in an urban renewal area. City represents and warrants it has and shall continue to comply with all necessary requirements required under this Section and Iowa law.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

DUBUQUE MUSEUM OF ART

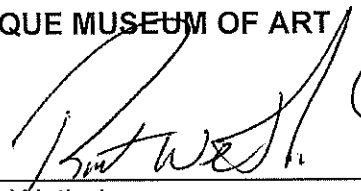
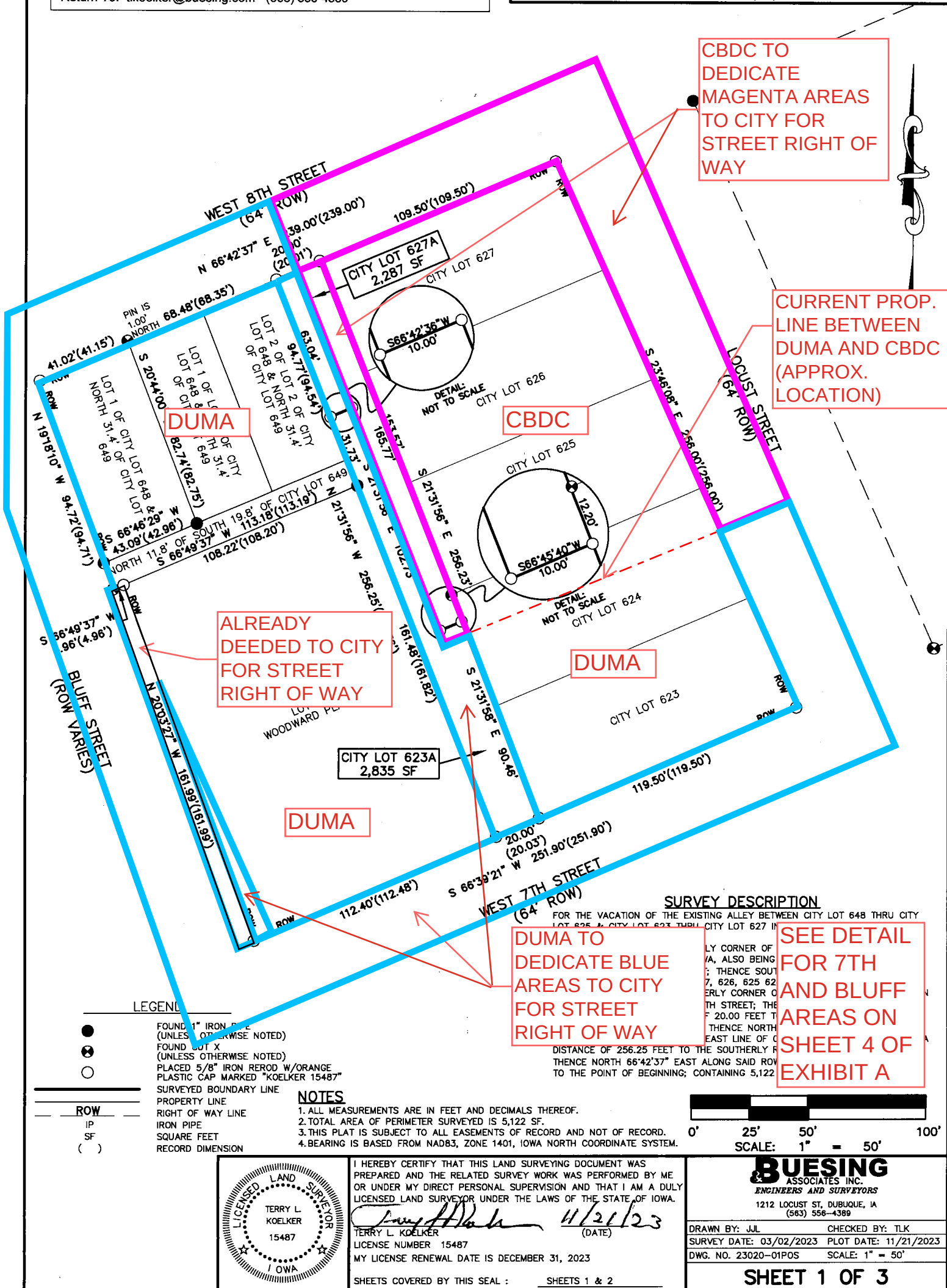
By:  _____
Robert Wethal
Vice President of Board of Trustees of
Dubuque Museum of Art

EXHIBIT A
PAGE 1

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET,
DUBUQUE, IOWA PHONE: (563) 556-4389



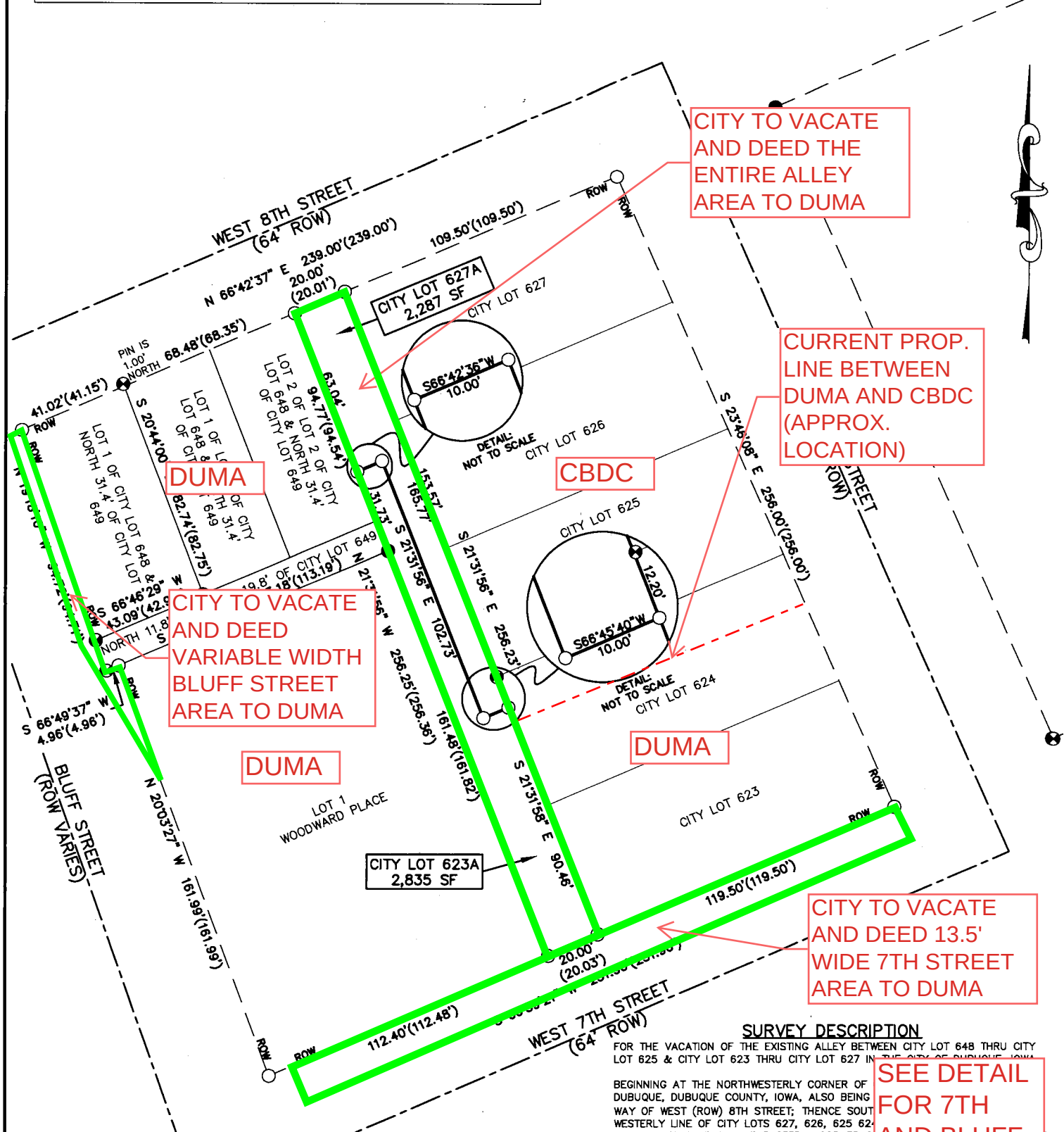
Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY
LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 2

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
NE1/4 of Section 25, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Andrew Bulter c/o Cottingham & Butler
Proprietors of Alley: City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tlkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET,
DUBUQUE, IOWA PHONE: (563) 556-4389



LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- ⊗ FOUND CUT X (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON ROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- IP IRON PIPE
- SF SQUARE FEET
- () RECORD DIMENSION

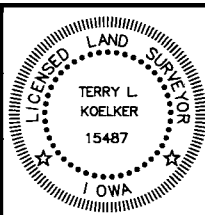
NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
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4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

SURVEY DESCRIPTION

FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOT 648 THRU CITY LOT 625 & CITY LOT 623 THRU CITY LOT 627 IN THE CITY OF DUBUQUE, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOUTHWESTERLY LINE OF CITY LOTS 627, 626, 625 624 256.23 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTHERLY ROW OF WEST 7TH STREET; THENCE ALONG SAID ROW, A DISTANCE OF 20.00 FEET TO OF LOT 1 OF WOODWARD PLACE; THENCE NORTH EAST LINE SAID LOT 1 AND THE EAST LINE OF CITY LOT 623 A DISTANCE OF 256.25 FEET TO THE SOUTHERLY R THENCE NORTH 66°42'37" EAST ALONG SAID ROW TO THE POINT OF BEGINNING; CONTAINING 5,122

SEE DETAIL FOR 7TH AND BLUFF AREAS ON SHEET 4 OF EXHIBIT A



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
Terry L. Koelker 11/21/23
TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

0' 25' 50' 100'
SCALE: 1" = 50'

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4389

DRAWN BY: JUL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

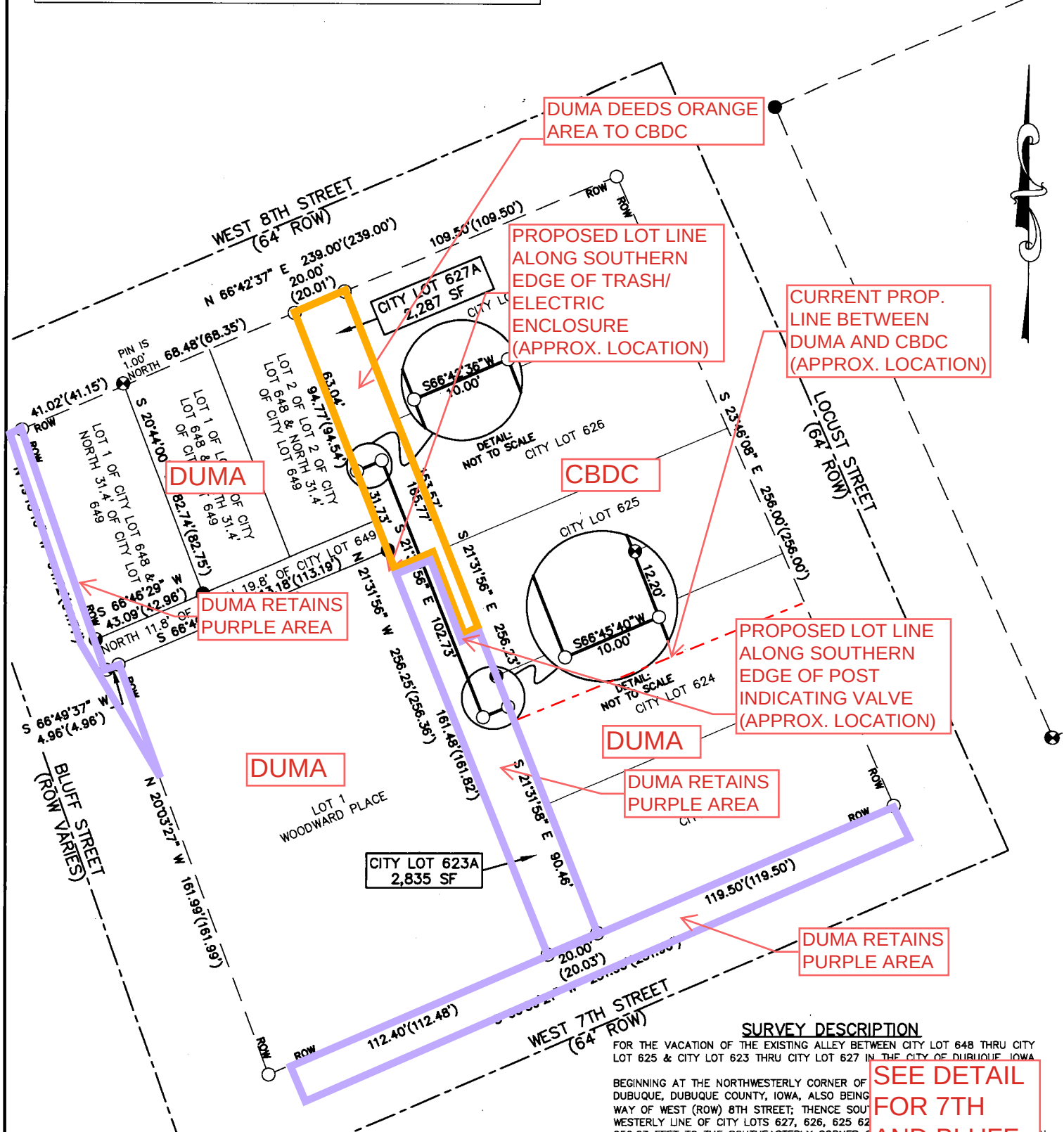
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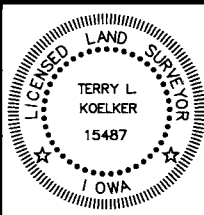
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SEE DETAIL
FOR 7TH
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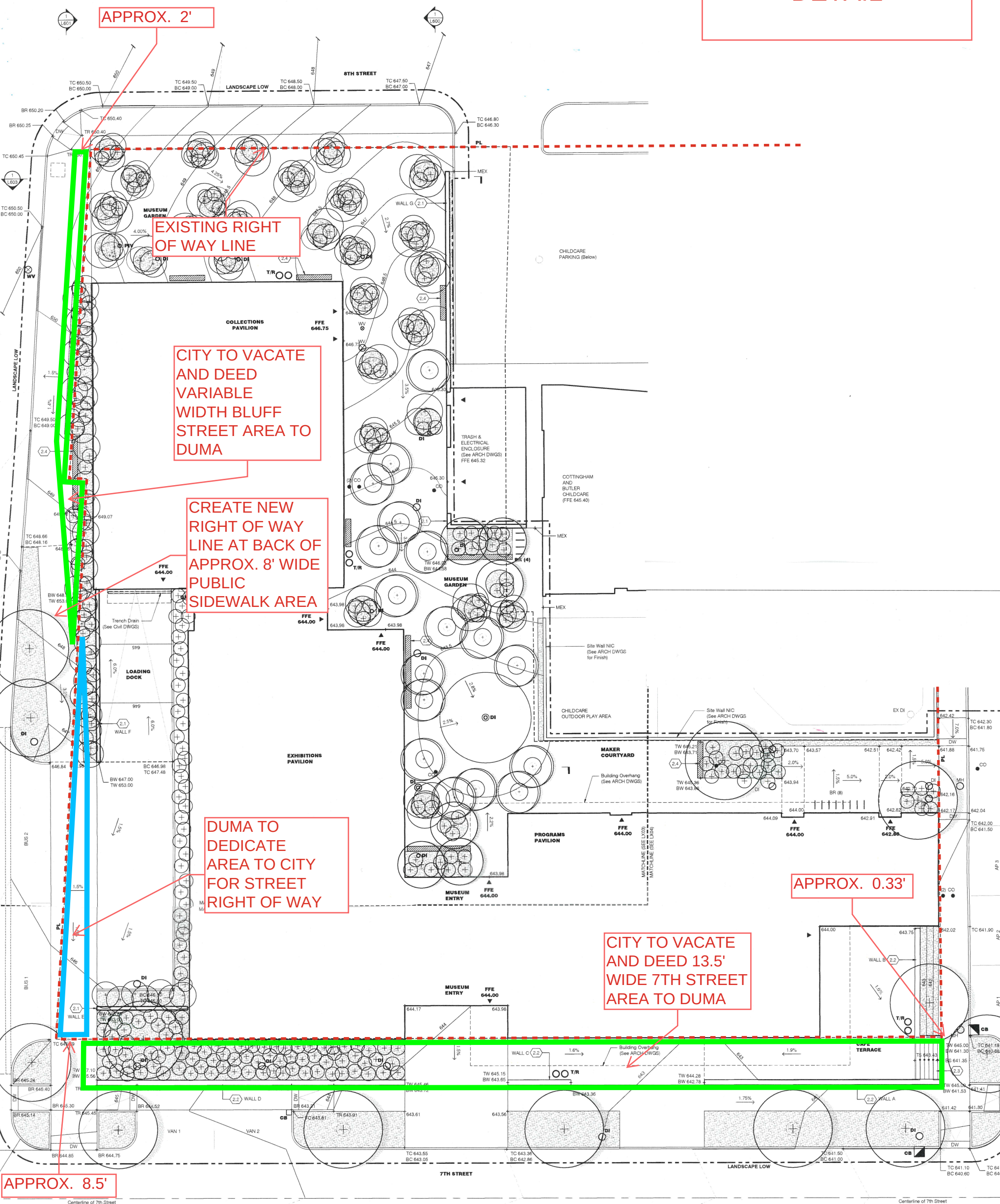
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SCALE: 1" = 50'

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4389

DRAWN BY: JUL CHECKED BY: TLK
SURVEY DATE: 03/02/2023 PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS SCALE: 1" = 50'

SHEET 1 OF 3

EXHIBIT A PAGE 4
BLUFF AND 7TH
STREET AREA
DETAIL





CALL BEFORE DIGGING

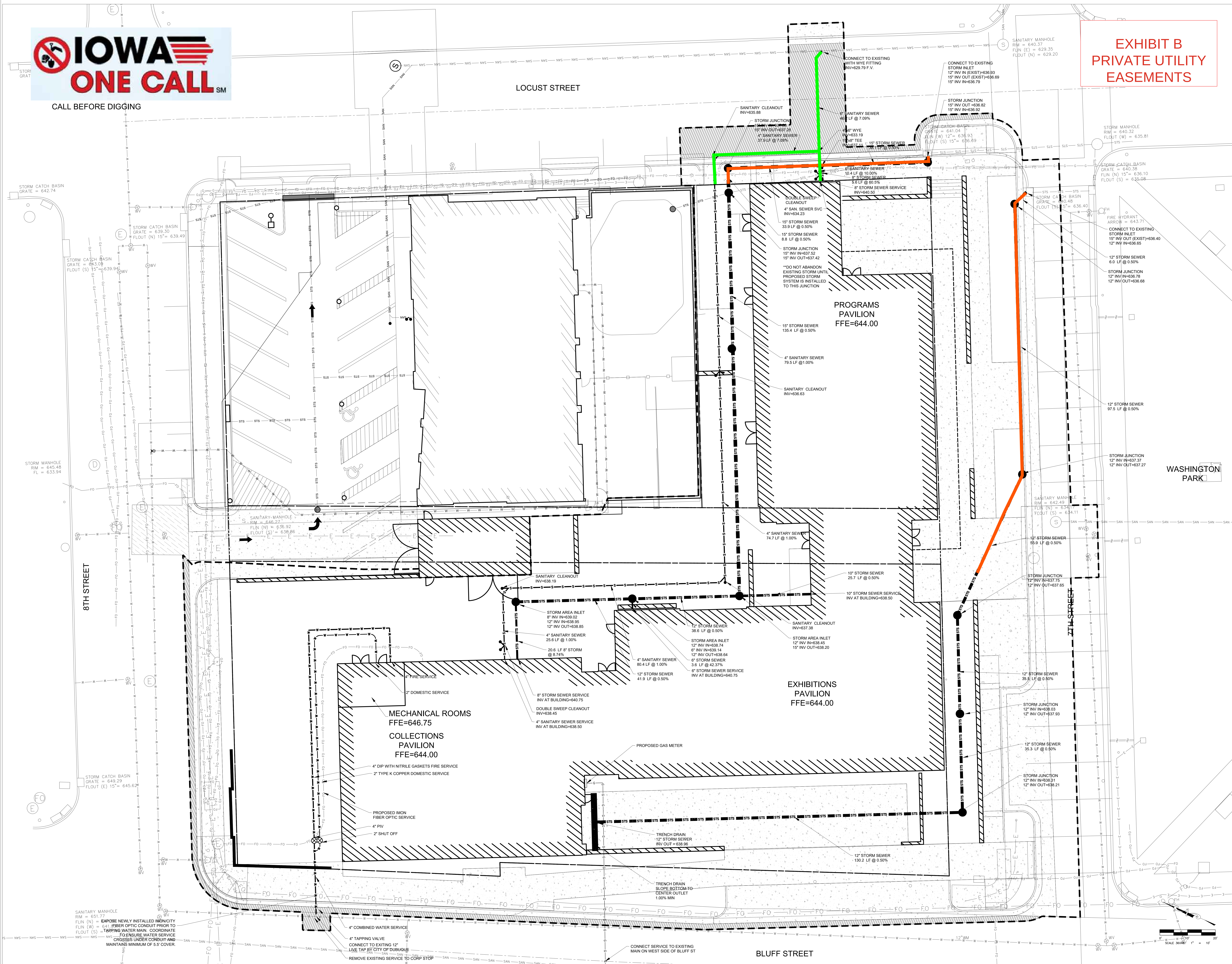


EXHIBIT B
PRIVATE UTILITY
EASEMENTS

Architect

SCHULHOFF RASHIDI
ARCHITECTS, LLP
E: info@schulhoffrashi.com
T: 646.371.8002

Associate Architect

bnim
BRIAN N. IMBRI
317 South Forest, Suite 100, Des Moines, IA 50309
P: 515.274.6462 F: 515.263.1501

Civil Engineer

BUENING & ASSOCIATES, Inc.
ENGINEERS & SURVEYORS

30% CONSTRUCTION
DOCUMENTS (INTERNAL)

JULY 11, 2025

REVISIONS

NOT FOR CONSTRUCTION

DUBUQUE MUSEUM OF ART
700 LOCUST ST.

OWN BY: PUN

SCALE: 1"=10' (E/SIZE)

SITE UTILITY
PLAN

C3.00

**AGREEMENT
BY AND BETWEEN
CBDC, LLC
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the _____ day of _____, 2026, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and CBDC, LLC (CBDC), an Iowa limited liability corporation.

WHEREAS, CBDC is requesting the vacation and sale of a portion of the approximately 5,122 square foot alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on Page 2 of Exhibit A attached hereto and hereby incorporated by reference, in order to accommodate the construction of its day care center site improvements (CBDC Improvements); and

WHEREAS, Dubuque Museum of Art, an Iowa nonprofit corporation, (DUMA) is requesting the vacation and sale of a portion of the approximately 5,122 square foot alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on attached Exhibit A, in order to accommodate the construction of its proposed art museum campus (DUMA Improvements); and

WHEREAS, CBDC and DUMA are fee title holders to their respective streets and alleys in the block adjacent to their respective properties as shown on Page 1 of Exhibit A (Streets and Alleys); and

WHEREAS, City currently has a right of way easement for street purposes over said Streets and Alleys; and

WHEREAS, the City desires to own the fee title to said Streets and Alleys; and

WHEREAS, CBDC and DUMA are willing to deed their respective rights to said Streets and Alleys to City for fee title ownership by City in accordance with the areas outlined on Page 1 of Exhibit A; and

WHEREAS, City has agreed to vacate and sell ROW Areas to DUMA, in accordance with the area outlined on Page 2 of Exhibit A; and

WHEREAS, DUMA and CBDC have agreed to divide the ROW Areas between themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as

shown on Page 3 of Exhibit A, to accommodate the construction of the DUMA Improvements and to accommodate CBDC Improvements; and

WHEREAS, City, CBDC and DUMA would like to coordinate the deeding of the Streets and Alleys and the vacation, division and sale of the ROW Areas as part of CBDC's and DUMA's redevelopment of the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street to complete the DUMA Improvements and the CBDC Improvements; and

WHEREAS, CBDC and City desire to enter into an agreement with respect to the deeding of the Streets and Alleys and vacation of the ROW Areas as set forth herein.

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

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 After dedication of the Streets and Alleys by CBDC and DUMA, City shall vacate and sell the ROW Areas as shown on Step 2 of Exhibit A to DUMA for ten and 00/100's dollars (\$10.00), to accommodate the CBDC Improvements and the DUMA Improvements located within the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street. DUMA and CBDC have agreed to divide the ROW Areas amongst themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as conceptually shown on Page 3 of Exhibit A.

1.2 Upon receipt of the Plat of Survey for the ROW Areas, required under Section 2.3 of this Agreement, City shall timely submit the required documents to the City Council for the next available public hearing and formal approval of the vacated ROW Areas.

1.3 Subject to City Council approval and reimbursement to City from CBDC for publication and filing fees, City will execute and deliver a Quit Claim Deed to DUMA for the vacated ROW Areas.

1.4 City will pay the survey consultant fee of \$800 for the platting of the right of way dedication of the Streets and Alleys, as shown in Page 1 of Exhibit A.

SECTION 2. CBDC RESPONSIBILITIES. CBDC agrees as follows:

2.1 CBDC will execute a Quit Claim Deed for the respective Streets and Alleys owned by CBDC, shown in Page 1 of Exhibit A, to City at no cost.

2.2 CBDC will submit a request to City to vacate and provide a sketch or plat of the ROW Areas to be vacated.

2.3 CBDC acknowledges that DUMA, at DUMA's expense, will have a Plat of Survey prepared by a Licensed Land Surveyor for the proposed alley vacation area, as shown in

Page 2 of Exhibit A, which will show the boundaries of the area and assign a legal description to the property.

2.4 As a requirement of approval of the vacation of the alley, CBDC will submit to City signed consent to Right of Way vacation forms from all affected utility owners in the ROW Areas. Consents shall be in a form mutually agreeable to City and CBDC.

2.5 CBDC will reimburse City for the cost of all surveying, publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process of the ROW Areas promptly upon receipt of a statement from City.

2.6 Within sixty (60) days of closing, at CBDC's expense, CBDC will consolidate the vacated ROW Areas owned by CBDC with another adjacent property owned by CBDC to create one lot or parcel that conforms to the City of Dubuque Unified Development Code Bulk Standards for the combined lots.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to CBDC: CBDC, LLC
Attention: Angie Long and Maureen Quann
800 Main Street
Dubuque, IA 52001

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by CBDC, City reserves the right to seek specific performance in Iowa District Court for Dubuque County. In the event of default by City, CBDC will have all rights and remedies available at law or in equity.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of the City. Such 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 District Court of Iowa, 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.

5.6 All terms and conditions of the Irrevocable License recorded as Instrument Number 2024-00003954 in the Dubuque County Recorder's Office, authorizing Cottingham and Butley to construct a building foundation and roof on public street right of way, remain in full force and effect.

5.7 All terms and conditions of the Revocable License recorded as Instrument Number 2024-00003955 in the Dubuque County Recorder's Office, authorizing Cottingham and Butler to construct a storm sewer and catch basin on the public alley right of way shall remain in full force and effect until such time that City vacates and disposes of the alley area to DUMA.

5.8 As a requirement of approval of the vacation of the alley, DUMA and City shall also execute a similar alley vacation agreement.

5.9 The closing on the property with DUMA shall be no later than April 1, 2026.

SECTION 6. URBAN RENEWAL. This Agreement is subject to the approval of the City Council and upon compliance with the requirements of Iowa Code § 403.8(2)(a) for the disposition of real property in an urban renewal area. City represents and warrants it has and shall continue to comply with all necessary requirements required under this Section and Iowa law.

CITY OF DUBUQUE, IOWA

CBDC, LLC

By: _____
Michael C. Van Milligen
City Manager

By:  _____
Andrew Butler, Executive Chairman

EXHIBIT A

PROPOSED STREET DEDICATION AND VACATED ALLEY RIGHT-OF-WAY

Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
 in the City of Dubuque, Iowa
 FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY
 LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 1

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
 NE 1/4 of Section 25, T89N, R2E of the 5th P.M.,
 Dubuque County, Iowa
 Requestor: Andrew Butler c/o Cottingham & Butler
 Proprietors of Alley: City of Dubuque 50 W 13th St. Dubuque, IA 52001
 Surveyor: Terry L. Koelker
 Company: Buesing & Associates, Inc.
 1212 Locust St., Dubuque, IA 52001
 Return To: tikoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET,
 DUBUQUE, IOWA PHONE: (563) 556-4389

CBDC TO
 DEDICATE
 MAGENTA AREAS
 TO CITY FOR
 STREET RIGHT OF
 WAY

CURRENT PROP.
 LINE BETWEEN
 DUMA AND CBDC
 (APPROX.
 LOCATION)

ALREADY
 DEEDED TO CITY
 FOR STREET
 RIGHT OF WAY

DUMA TO
 DEDICATE BLUE
 AREAS TO CITY
 FOR STREET
 RIGHT OF WAY

SEE DETAIL
 FOR 7TH
 AND BLUFF
 AREAS ON
 SHEET 4 OF
 EXHIBIT A

LEGEND



FOUND 1" IRON NAIL
 (UNLESS OTHERWISE NOTED)



FOUND 5/8" IRON ROD W/ORANGE
 PLASTIC CAP MARKED "KOELKER 15487"



SURVEYED BOUNDARY LINE



PROPERTY LINE



RIGHT OF WAY LINE



IRON PIPE



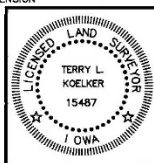
SQUARE FEET



RECORD DIMENSION

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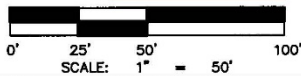
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 LOT 652 & CITY LOT 623 THRU CITY LOT 627

LY CORNER OF
 A, ALSO BEING
 : THENCE SOUT
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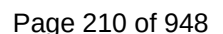
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SHEET 1 OF 3

EXHIBIT A
PAGE 2

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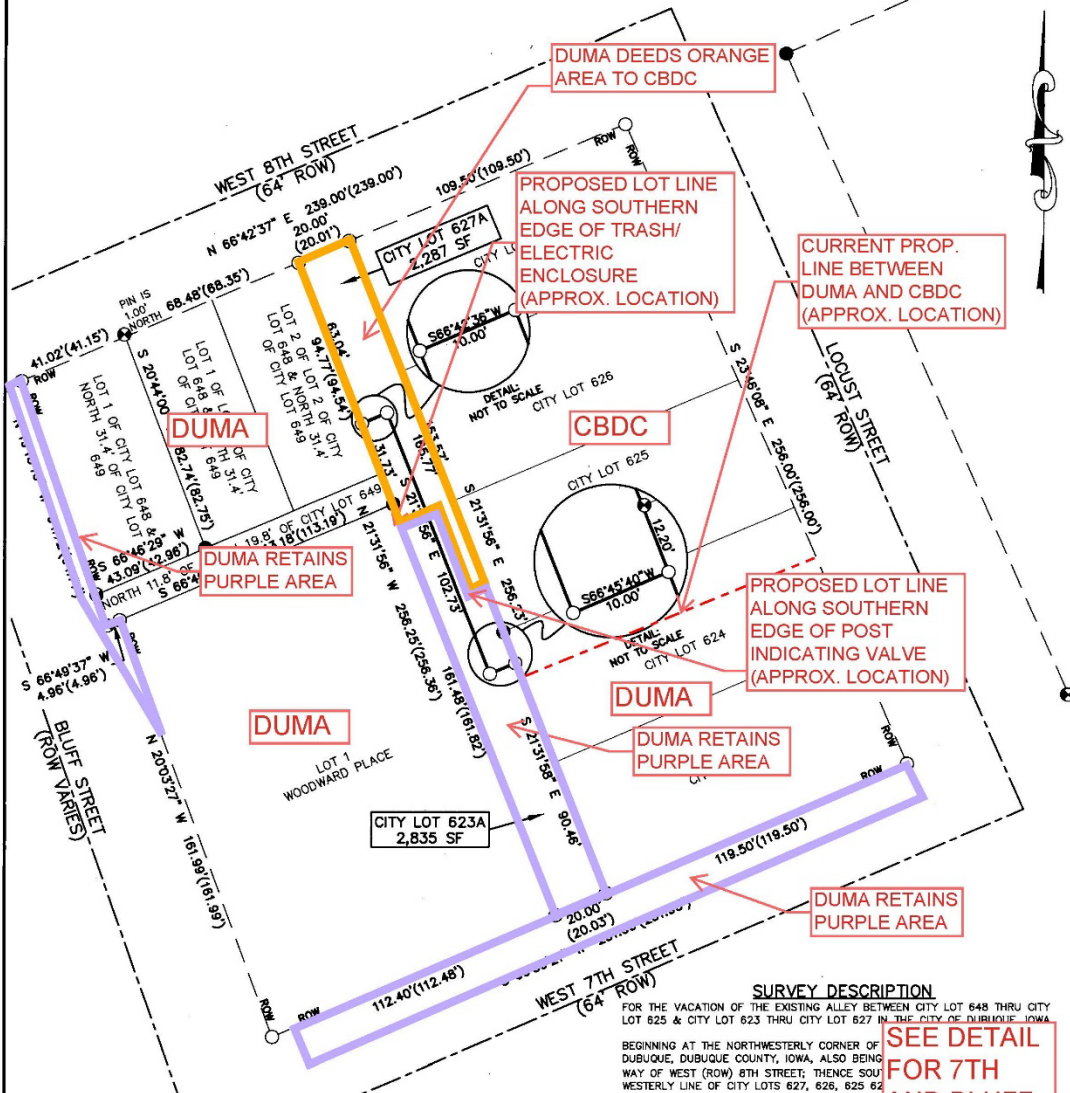
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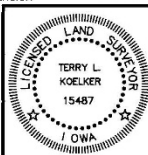
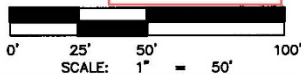
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 BEGINNING AT THE NORTHWESTERLY CORNER OF DUBUQUE, DUBUQUE COUNTY, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOUTHWESTERLY LINE OF CITY LOTS 627, 626, 625 624 256.23 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTHERLY ROW OF WEST 7TH STREET; THENCE ALONG SAID ROW, A DISTANCE OF 20.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1 OF WOODWARD PLACE; THENCE NORTHEASTERLY LINE SAID LOT 1 AND THE EAST LINE OF CITY LOT 623A 112.40' (112.48') TO THE POINT OF BEGINNING; CONTAINING 5,122

SEE DETAIL FOR 7TH AND BLUFF AREAS ON SHEET 4 OF EXHIBIT A



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BUESING & ASSOCIATES INC.
 ENGINEERS AND SURVEYORS
 1212 LOCUST ST., DUBUQUE, IA
 (563) 556-4389

DRAWN BY: JKL CHECKED BY: TLK
 SURVEY DATE: 03/02/2023 PLOT DATE: 11/21/2023
 DWG. NO. 23020-01POS SCALE: 1" = 50'

SHEET 1 OF 3

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Plat of Survey for Right of Way Dedication - Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects

SUMMARY: City Manager recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, and acceptance of the dedication of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution along Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects.

RESOLUTION Approving The Plat Of Survey For Right Of Way Dedication Of City Lots 623A, 623B, 648A, 648B, And Lot 1A Of Woodward Place, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo Plat of Survey for Right of Way Dedication
2. 1 cc memo row acq дума c&b 02202026
3. 2 resolution accepting row acq дума c&b 02202026
4. 3 DUMA C&B ROW DED PLAT SIGNED

TO: The Honorable Mayor and City Council Members

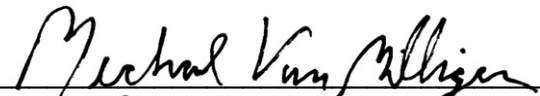
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Plat of Survey for Right of Way Dedication – Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects

DATE: February 23, 2026

City Engineer Gus Psihoyos is recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, and acceptance of the dedication of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution along Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects.

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, CE III, PE/PLS



TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Plat of Survey for Right of Way Dedication – Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects

DATE: February 20, 2026

INTRODUCTION

This memo provides information regarding the platting and acceptance of right of way (fee ownership) along Portions of West 8th Street, West 7th Street, Locust Street, and Bluff Street as Part of the Dubuque Museum of Art and Cottingham and Butler Daycare Projects.

BACKGROUND

DUMA and CBDC have coordinated the redevelopment of said city block property. The improvements include the recently constructed Cottingham and Butler day care facility located in the northeast quadrant of the block and the proposed Dubuque Museum of Art building and campus improvements in the remainder of the block area.

DISCUSSION

In this area of the original City of Dubuque the adjacent lot owners own to the centerline of the street and the City holds only a right of way easement. The City and Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) have agreed in writing that DUMA and CBDC will dedicate, in fee, their respective portion of West 8th Street, West 7th Street, Locust Street, and Bluff Street, along their property frontages to the City and then the City will vacate certain portions of said street right of ways back to DUMA and CBDC to accommodate their proposed site improvements. The City and DUMA and CBDC have agreed to exchange the proposed vacate areas for fee title to the street areas that it currently holds in easements.

Buesing and Associates, Inc. has prepared a plat of survey for right of way dedication (also known as an acquisition plat) to provide the right of way areas. The areas being platted will be dedicated to the public for street right of way and public utility purposes. This is the first step in the process for the fee title land conveyance and vacation. A public hearing for the street vacation will follow.

RECOMMENDATION

I recommend that the City Council approve the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, by the adoption of the attached resolution.

ACTION TO BE TAKEN

I respectfully request approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, and acceptance of the dedication of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution.

Prepared by: Nate Kieffer, CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO.

APPROVING THE PLAT OF SURVEY FOR RIGHT OF WAY DEDICATION OF CITY LOTS 623A, 623B, 648A, 648B, AND LOT 1A OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a Plat of Survey for Right of Way Dedication (Acquisition Plat) dated February 18, 2026 prepared by Buesing and Associates, Inc. describing City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears City Lot 623A and 623B, which CBDC, LLC, by said plat has dedicated to the City of Dubuque forever for street right of way and public utility purposes; and

Whereas, upon said plat appears City Lot 648A, 648B, and Lot 1A of Woodward Place, Dubuque Museum of Art, by said plat has dedicated to the City of Dubuque forever for street right of way and public utility purposes; and

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

Section 1. That the plat dated February 18, 2026, prepared by Buesing and Associates, Inc., relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of City Lots 623A, 623B, 648A, 648B, and Lot 1A of Woodward Place, in the City Of Dubuque, Iowa, for street right of way

and public utility purposes, as it appears on said Plat of Survey for Right of Way Dedication (Acquisition Plat), be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved and adopted this _____ day of _____, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Plat of Survey (Dedication) of:
CITY LOTS 623A, 623B, 648A, 648B &
LOT 1A OF WOODWARD PLACE
in the City of Dubuque, Iowa

INDEX LEGEND

Location: City Lots 623A, 623B, 648A, 648B & Lot 1A of Woodward Place, in the City of Dubuque, Iowa
NE1/4 of Section 25, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Nate Kieffer - City of Dubuque
Proprietors of Part of City Lots 625, 626, 627 & part of City Lot 624:
CBDC LLC 800 Main St. Dubuque, IA 52001
Proprietors of Part of City Lots 648, 649, 650, 651, 652, 623 & part of City Lot 624:
Dubuque Museum of Art 701 Locust St. Dubuque, IA 52001
Surveyor: Terry L. Koelker - tkkoelker@buesing.com
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556-4389
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

NOTE

THIS SURVEY IS COMPRISED OF:
PART OF LOT 1 OF WOODWARD PLACE AND CITY LOTS 623, 624, 625, 626, 627, 648, 649, 650, 651, 652
ALL LYING WITHIN BLUFF ST., LOCUST ST., WEST 7TH ST., WEST 8TH ST. & THE ALLEY,
IN THE CITY OF DUBUQUE, IOWA

CITY LOT 623A
0.236 ACRES
10,294 SF

CITY LOT 623B
0.039 ACRES
1,707 SF

CITY LOT 648B
0.078 ACRES
3,415 SF

LOT 1A OF
WOODWARD PLACE
0.013 ACRES
568 SF

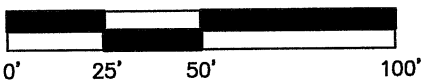
CITY LOT 648A
0.600 ACRES
26,155 SF

LEGEND

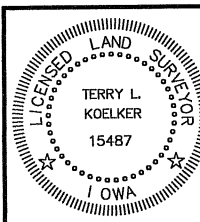
- FOUND 5/8" ROD (UNLESS OTHERWISE NOTED)
- FOUND 5/8" ROD W/ORANGE CAP #15487
- ∟ FOUND CUT V
- ⊗ FOUND CUT X
- ⊙ FOUND MAG NAIL
- ⊖ PLACED MAG NAIL
- ⊗ PLACED CUT X
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- ROW
- RIGHT OF WAY (ROW) LINE
- EASEMENT LINE
- CENTERLINE
- () RECORD DIMENSION
- SF SQUARE FEET
- PCL PART OF CITY LOT
- SW SIDEWALK
- TOC TOP OF CURB

NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF PERIMETER SURVEYED IS 0.967 ACRES (42,139 SQUARE FEET).
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
- BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



SCALE: 1" = 50'



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH CHECKED BY: TLK
SURVEY DATE: 3/02/2023 PLOT DATE: 02/10/2026
DWG. NO. 25197-01 DED SCALE: 1" = 50'

SHEET 1 OF 6

Surveyor's Certificate

Dubuque, Iowa

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Part of Lot 1 of Woodward Place and City Lots 623, 624, 625, 626, 627, 648, 649, 650, 651, & 652 lying within Bluff St., Locust St., West 7th St., West 8th St. & the Alley, in the City of Dubuque, Iowa

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **CITY LOTS 623A, 623B, 648A, 648B, & LOT 1A OF WOODWARD PLACE**, in the City of Dubuque, Iowa. Total area of **CITY LOTS 623A, 623B, 648A, 648B, & LOT 1A OF WOODWARD PLACE** is 0.967 acres (42,139 square feet). Total area of **CITY LOT 623A** is 0.236 acres (10,294 square feet). Total area of **CITY LOT 623B** is 0.039 acres (1,707 square feet). Total area of **CITY LOT 648A** is 0.600 acres (26,155 square feet). Total area of **CITY LOT 648B** is 0.078 acres (3,415 square feet). Total area of **LOT 1A OF WOODWARD PLACE** is 0.013 acres (568 square feet). Lot areas are, more or less, and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

BY:



Terry L. Koelker
Licensed Land Surveyor
License No. 15487

2/18/26
Date

License Renewal Date: 12/31/27

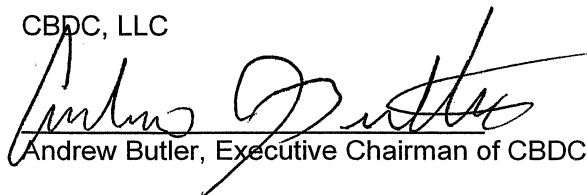
Owner's Consent

Dubuque, Iowa

February 19, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B, & LOT 1A OF WOODWARD PLACE**, in the City of Dubuque, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Part of City Lots 625, 626, 627 & part of City Lot 624, all lying within Locust St., West 8th St. & the Alley, in the City of Dubuque, Iowa. We hereby dedicate City Lot 623A and City Lot 623B to the City of Dubuque for Street Right of Way and Public Utility purposes.

CBDC, LLC


Andrew Butler, Executive Chairman of CBDC, LLC

State of Iowa)

County of Dubuque) ss:

On this 19th day of Feb, AD 2026, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Andrew Butler to me personally known, who, being duly sworn did say that said Andrew Butler is Executive Chairman of CBDC, LLC, and that said Andrew Butler, Executive Chairman acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

Traci A. Kelly
Iowa Notarial Seal
Commission # 165316
My Commission Expires: 6-8-28


Notary Public in and for the State of Iowa
My Commission Expires 6-8-28

Owner's Consent

Dubuque, Iowa

_____, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B, & LOT 1A OF WOODWARD PLACE**, in the City of Dubuque, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of Part of Lot 1 of Woodward Place and City Lots 648, 649, 650, 651, 652, 623 & part of City Lot 624, all lying within Bluff St., Locust St., West 7th St., West 8th St. & the Alley, in the City of Dubuque, Iowa. We hereby dedicate City Lot 648A, City Lot 648B and Lot 1A of Woodward Place to the City of Dubuque for Street Right of Way and Public Utility purposes.

DUBUQUE MUSEUM OF ART



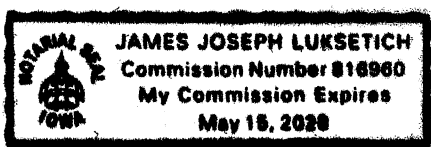
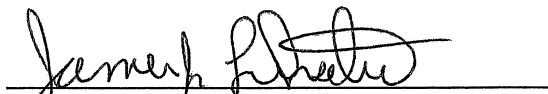
Robert Wethal, Vice President of
Board of Trustees of Dubuque Museum of Art

State of Iowa)

County of Dubuque) ss:

On this 19th day of February, AD 2026, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Robert Wethal to me personally known, who, being duly sworn did say that said Robert Wethal is Vice President of Board of Trustees of Dubuque Museum of Art, and that said Robert Wethal, Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Witness my hand and Notarial Seal on the date above written.



 Notary Public in and for the State of Iowa
 My Commission Expires May 15, 2028

City of Dubuque Planning Services

Dubuque, Iowa

_____, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B & LOT 1A OF WOODWARD PLACE**, in the City of Dubuque, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

Planning Services Department

City Planner of the City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa

_____, 2026

The undersigned, Brad Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B & LOT 1A OF WOODWARD PLACE**, in the City of Dubuque, Iowa, to the public for Street Right of Way (ROW), and public utilities, as appears heretofore has been filed on _____ day of _____, 2025 as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa approves said plat.

Mayor of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa

_____, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B & LOT 1A OF WOODWARD PLACE** in the City of Dubuque, Iowa was entered of record in the Office of the City Assessor of the County of Dubuque, Iowa, on the date first written above.

City Assessor of Dubuque County

County Auditor's Certificate

Dubuque, Iowa

_____, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B & LOT 1A OF
WOODWARD PLACE** in the City of Dubuque, Iowa was entered of record in the Office of the Dubuque
County Auditor this _____ day of _____, 2026.

We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa

_____, 2026

The foregoing Plat of Survey (Dedication) of: **CITY LOTS 623A, 623B, 648A, 648B & LOT 1A OF
WOODWARD PLACE**, in the City of Dubuque, Iowa has been reviewed by the Dubuque County
Recorder.

Dubuque County Recorder

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Usage Agreement with Loras College for Petrakis Field
SUMMARY:	City Manager recommending City Council approval of the Usage Agreement with Loras College for Petrakis Field for a term of three years.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Usage Agreement with Loras College for Petrakis Field
2. Staff Memo Approval Agreement with Loras - Petrakis Field Use 2-20-26
3. Loras Signed 2.5.26

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Usage Agreement with Loras College for Petrakis Field

DATE: February 23, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval of the Usage Agreement with Loras College for Petrakis Field for a term of three years.

Both the City and non-Loras users have benefitted from the improvements made to the field. Those improvements were made with Loras paying all the costs of those improvements. In the last several years, Loras has spent over \$100,000 on facility improvements including the scoreboard replacement, infield resurfacing, dugout, bullpen renovation and pitcher's mound reconstruction. Future improvements could include a backstop replacement, irrigation, and additional turf repair.

The current/original agreement includes:

- Three-year agreement, no fee
- Loras will pay all costs of supplies, utilities, fuel and any other cost associated with their use of the field.
- Any improvements they would like to the field will be made at their sole expense.
- Loras will prepare the field for their play and maintain the area around the field.
- Loras will not have exclusive use but will be given scheduling priority. Their use will not conflict with our scheduled use.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Dan Kroger, Recreation Division Manager

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks & Recreation Director
SUBJECT: Usage Agreement with Loras College for Petrakis Field
DATE: February 20, 2026

INTRODUCTION

The purpose of this memorandum is to request approval of the Usage Agreement with Loras College for Petrakis Field for a term of three years.

BACKGROUND

Loras College has had a formal usage agreement with the City for their baseball teams' use of Petrakis Field in the McAleece Sports Complex for well over 15 years. Loras has proved to be a valued partner with Parks and Recreation Department.

Both the City and non-Loras users have benefitted from the improvements made to the field. Those improvements were made with Loras paying all the costs of those improvements. In the last several years, Loras has spent over \$100,000 on facility improvements including the scoreboard replacement, infield resurfacing, dugout, bullpen renovation and pitcher's mound reconstruction. Future improvements could include a backstop replacement, irrigation, and additional turf repair.

Some history on the Parks and Recreation department's relationship with the local colleges may be helpful.

- **COLLEGES:** Loras College, Clarke University, and the University of Dubuque all use some of our facilities and we use some of their facilities for our programs. We do not charge each other any rental fees for this use. The following facilities are (or have been) used by the colleges:
 - **Loras College:** Petrakis Field (baseball field), Veterans' Memorial Park softball fields for intramurals, and the practice area at the golf course for their All Sports Camp.
 - **University of Dubuque:** Bunker Hill Golf Course for a practice course for the golf team, Flora Park volleyball and pickleball courts, and Veterans' Memorial Park softball fields for intramurals.

- **Clarke University**: Bunker Hill Golf Course for a practice course for the golf team, Veterans' Memorial Park softball field as their home field (per a use agreement).

The City in turn uses Loras and Clarke as back-up locations for our basketball and volleyball programs, the Loras pool for guard training in the winter, and the Loras Field House for our post-season basketball tournament.

DISCUSSION

Loras uses the field as a practice and game site. Their main season is in the spring, ending mid-May before the College dismisses. They practice in the fall from early September to late October. These dates do not conflict with other users. In 2025, there were 58 days of scheduled use on Petrakis by other programs including local high schools and adult semi-pro baseball teams.

Priority scheduling of the field usage is given to Loras until mid-May when their season is completely over. All other users are scheduled as the field is available. Program Supervisor, Brian Feldott works directly with Loras to meet their needs in scheduling. In addition to the 23 games that Loras plays on Petrakis, they practice on the field around 30 times per year.

The current/original agreement includes:

- Three-year agreement, no fee
- Loras will pay all costs of supplies, utilities, fuel and any other cost associated with their use of the field.
- Any improvements they would like to the field will be made at their sole expense.
- Loras will prepare the field for their play and maintain the area around the field.
- Loras will not have exclusive use but will be given scheduling priority. Their use will not conflict with our scheduled use.

Staff did provide the contract to the City Attorney's Office for review prior to forwarding on to Loras. City Attorney Brumwell did make a few minor changes to the language and approved the agreement with those changes.

RECOMMENDATION

I respectfully request City Council approval of the Usage Agreement with Loras College for Petrakis Field for a term of three years.

Prepared By: Recreation Division Manager, Dan Kroger

Cc: Crenna Brumwell, City Attorney

**USAGE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
LORAS COLLEGE**

THIS USAGE AGREEMENT (the "Agreement") dated for reference purposes the _____ day of _____, 2026, is made and entered into between the City of Dubuque, Iowa, a municipal corporation (the "City") and Loras College (the "College") (each a "Party" and collectively, the "Parties").

SECTION 1. PREMISES AND TERM.

1.1. In consideration of the terms, covenants, conditions and agreements set forth in this Agreement, City hereby permits College to use the baseball field located at 1800 Admiral Sheehy Drive, Dubuque, IA 52002 (the "Petrakis Field"), together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the "Premises"), for a term of three (3) years commencing on January 1, 2026, and terminating at 11:59 p.m. on December 31, 2028, subject to all of the terms, covenants, conditions and agreements contained herein.

1.2. Termination. Either Party may terminate this Agreement for any reason with or without cause upon thirty (30) days' written notice to the other Party. Upon termination, City shall have the right to enter the Premises and to assume exclusive use and control of the Premises. Upon termination of this Agreement, College agrees to surrender possession of the Premises in its condition as when first permitted use, or to restore the Premises to substantially the same condition, ordinary wear and tear excepted.

1.3. Condition of Premises. City shall deliver, and College shall accept, the Premises in its "as is" condition.

SECTION 2. FEE; UTILITIES AND OTHER COSTS. College shall not be required to pay City a fee for the use of the Premises but shall pay all costs of supplies, utilities, fuel, and any other costs and expenses associated with College's use of the Premises.

SECTION 3. IMPROVEMENTS.

3.1 University Improvements. College shall not construct any improvements on the Premises without the prior written approval of City. City at its option and upon written notice may require College to remove any improvements constructed by College from the Premises at College's sole expense and College shall have ninety (90) days after such notice or the termination of this Agreement to complete such removal. If College fails to remove the improvements within such ninety (90) day period, City may cause the improvements to be removed and College shall pay the costs of such removal within thirty (30) days of receipt of a statement therefore from City. Any improvement requested by College shall be at College's sole expense. College shall consider sharing the cost of

improvements made to the Premises to benefit all users.

3.2. **Signage.** College shall not place any signage on the Premises without the prior written approval of the City Manager which approval shall be in the City Manager's sole discretion. If approved, signage shall only be displayed during times when College is using the premises listed in Section 8.1.2 of this agreement.

College will work with City staff on the signage College intends to place. College and City will work to ensure that all signage is visibly pleasing and represents both Loras Athletics and City ownership.

SECTION 4. STORAGE. Storage will be addressed during the term of this Agreement as follows:

4.1. During the baseball season as outlined in Section 8.1, City will provide access to College to a secured garage on the Premises.

4.3. College agrees to insure the contents of the secured garage as outlined in Section 9 and acknowledges City will not carry insurance on the contents.

4.4. College shall have the right to enter onto and travel across the Property for purposes of storing material. Material and equipment shall be limited to items reasonably necessary and pertinent to operations and maintenance of a college baseball facility.

4.5. College agrees that it shall not store or process any hazardous material on the Property.

SECTION 5. UTILITIES. College shall pay all common utilities associated with its use of the Premises.

5.1 **WIFI.** College shall pay half of the annual cost for wifi service to the site (if applicable).

SECTION 6. REPAIRS / MAINTENANCE. College shall at all times during the term of this Agreement, at College's own cost and expense, keep the Premises free of litter, in good order, condition and repair, and shall repair any damage done as a result of College's use of the Premises. College shall not use any equipment nor materials owned by City without a prior written approval of City's Recreation Division Manager or Park Division Manager.

SECTION 7. COMPLIANCE WITH LAW. During the term of this Agreement, College shall comply with all applicable laws applicable to College's use of the Premises, the breach of which might result in any penalty on City or forfeiture of City's title to the Premises.

SECTION 8. USE OF LICENSED PREMISES.

8.1. College agrees that during the term of this Agreement, the use of the Premises shall be exclusively for College baseball games and practices. College shall observe the following conditions:

- 1) All games and practices shall be scheduled through City's Leisure Services Department.
- 2) Use will be from March 1st through May 31st in the spring, and August 1st through October 31st in the fall.
- 3) College's usage may not be exclusive. College shall have priority over other users.

SECTION 9. INSURANCE.

9.1. College shall at all times during the term of this Agreement maintain insurance as set forth in the City's standard Insurance Schedule for Lessees of City Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Agreement.

9.2. College shall deliver to City promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to City evidencing all the insurance which is then required to be maintained by College hereunder, and College shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance.

SECTION 10. INDEMNIFICATION.

10.1. Indemnification of City. Except as otherwise provided herein, College shall protect, indemnify, and save harmless City, its officers, and employees (the "Indemnified Parties"), from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of: (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of College or anyone claiming by, through, or under College during the term of the Agreement; and (b) any failure on the part of College to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the Indemnified Parties by reason of such occurrence, College will, at College's expense, resist and defend such action, suit, or proceeding.

10.2. Indemnification of College. Except as otherwise provided herein, City shall protect, indemnify, and save harmless College, its officers and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and

expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of: (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of City or anyone claiming by, through, or under City during the term of the Agreement; and (b) any failure on the part of City to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the College by reason of such occurrence, City will, at City's expense, resist and defend such action, suit, or proceeding.

SECTION 11. ASSIGNMENT AND SUBLETTING. College shall not assign or transfer this Agreement without the prior written consent of City.

SECTION 12. NOTICES.

12.1. All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO CITY: City Manager
City of Dubuque, Iowa
50 West 13th Street
Dubuque, Iowa 52001

TO UNIVERSITY: Loras College
1540 Alta Vista Street
Dubuque, IA 52001

12.2. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

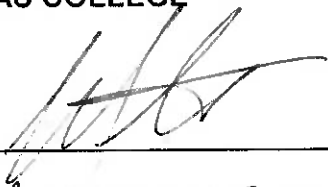
CITY OF DUBUQUE, IOWA

By: _____
Brad M Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

LORAS COLLEGE

By:  _____
ART SCHAEFER SENIOR VP
Printed Name and Title

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**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☐ No

Amount \$ _____

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

☐ Yes ☐ No

If Required Coverage \$ _____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Letter of Support: REAP Conservation Education Grant
SUMMARY:	City Manager recommending City Council approval for the Parks and Recreation Department to provide a letter of support to Dubuque County Conservation in their grant proposal for REAP Conservation Education Grant.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Letter of Support REAP Conservation Education Grant
2. Staff Memo MVM DCC REAP Conservation Education Grant Award Request 2-2026
3. REAP CEP Letter of Support
4. Master Exhibit Plan_ Land & Legacy 02_10_2025

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

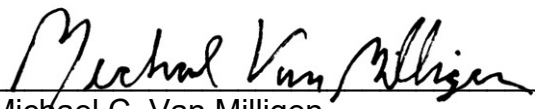
SUBJECT: Letter of Support: REAP Conservation Education Grant

DATE: February 24, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval for the Parks and Recreation Department to provide a letter of support to Dubuque County Conservation in their grant proposal for REAP Conservation Education Grant.

The letter does not require any financial commitment. This support would greatly strengthen the application and be a major step forward in making this project possible.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Letter of Support: REAP Conservation Education Grant
DATE: February 24, 2026

INTRODUCTION

Dubuque County Conservation is seeking a letter of support from the City of Dubuque as part of their upcoming grant proposal for REAP Conservation Education Grant.

DISCUSSION

Dubuque County Conservation is applying for a REAP Conservation Education Program(CEP) Large Grant to support a new permanent interpretive exhibit at the EB Lyons Nature Center. The EB Lyons Nature Center welcomes tens of thousands of visitors annually, including thousands of students, families, and community members.

This project, titled Land & Legacy: The Evolving Story of the Mines of Spain, will strengthen the educational and recreational value of this city-owned facility by providing inclusive, place-based interpretation that connects natural resources, cultural history, and conservation stewardship.

A letter of support from the City of Dubuque Parks and Recreation Department would help demonstrate:

- The City's continued commitment to stewardship of EB Lyons Nature Center.
- The value of intergovernmental collaboration in delivering high-quality public programming.
- The role of the Nature Center as a key community and regional asset.

The letter does not require any financial commitment. This support would greatly strengthen the application and be a major step forward in making this project possible.

ACTION REQUESTED

I respectfully request your approval for the Parks and Recreation Department to provide a letter of support to Dubuque County Conservation in their grant proposal for REAP Conservation Education Grant.

To Whom It May Concern,

On behalf of the City of Dubuque, I would like to offer our support for the proposed exhibit renovation project at the EB Lyons Nature Center, located within the Mines of Spain State Recreation Area.

As the owner of the EB Lyons Nature Center facility, the City of Dubuque is proud to steward a building that serves as a gateway to one of Iowa's most historically and ecologically significant landscapes. The Nature Center welcomes thousands of visitors annually and functions as a cornerstone for environmental education, heritage interpretation, and community engagement in our region.

The proposed "Land & Legacy" exhibit renovation represents a thoughtful and forward-looking investment in this public asset. The updated exhibit plan clearly demonstrates an intentional effort to create a cohesive, chronological narrative that connects the Woodland period, early settlement, mining and agricultural transformation, and modern conservation practices into a unified visitor experience. By strengthening the interpretive flow throughout the facility, this project will significantly enhance the educational impact and visitor engagement within the building.

The City of Dubuque values its partnership with Dubuque County Conservation, the Iowa Department of Natural Resources, and the Friends of the Mines of Spain. This collaborative model of ownership and operation has allowed the EB Lyons Nature Center to serve as a regional hub for conservation, recreation, stewardship, and tourism. The proposed exhibit renovation will further strengthen the facility's role as a community anchor and educational destination.

We strongly support this grant request and the continued evolution of the EB Lyons Nature Center as a vibrant, accessible, and historically grounded public space.

Sincerely,



Matthew K. Kalcevich
Parks and Recreation Director

Master Exhibit Plan: Land & Legacy

Why this Exhibit, and Why Now

Every community has a relationship with the land beneath it. In the Upper Mississippi River Valley, that relationship is layered—shaped by millennia of Indigenous stewardship, centuries of settlement, decades of mineral extraction and industrial agriculture, and a growing movement to restore what was lost.

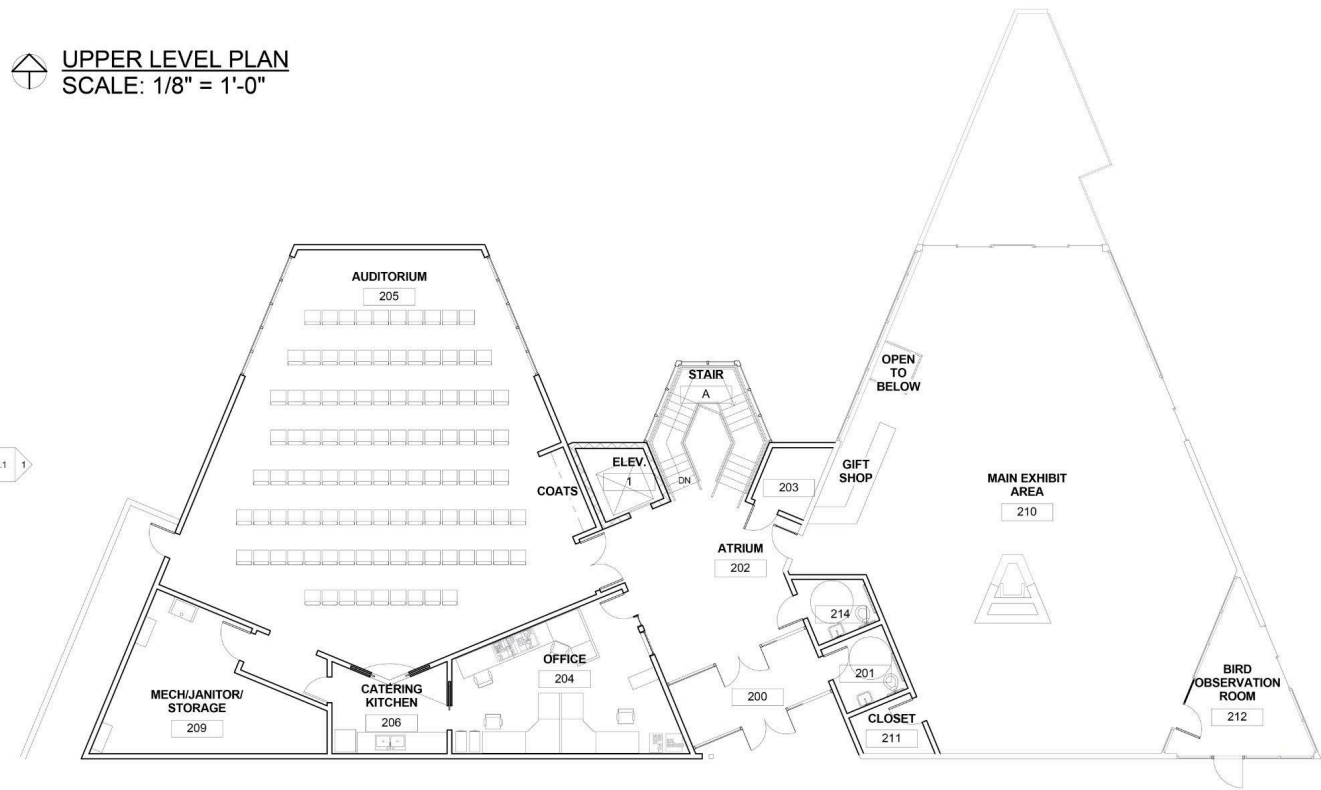
Most of that story goes untold. Visitors arrive at the EB Lyons Visitor Center, walk through a gallery, and leave without understanding the prairie they're hiking was nearly erased, or why the river otters they're watching exist at all. The history that connects this landscape to the people who shaped it—and the people who are repairing it—lives in filing cabinets, in the memories of naturalists, and in artifacts that sit unseen in storage.

Land & Legacy changes that. It takes the story out of storage and transforms it into an experience that everyone can enjoy. Visitors walk through time, touching the textures of each era, pulling open drawers, peering into mine shafts, and arriving at the present with a clear understanding: the land is not a backdrop. It belongs to all of us, it shapes who we are, and it is shaped by our choices in turn.

EB Lyons and Dubuque County Conservation already have the artifacts, the taxidermy, and the expertise. What it needs is a framework that transforms those assets into a coherent, compelling visitor experience. That is what this plan provides.

Scale and Planning Assumptions

- **Total Gallery Size:** Approximately 1,700 square feet
- **Activated Exhibit Area:** Approximately 700-800 square feet
- **Delivery Model:** Full custom design and fabrication, with strategic reuse of existing artifacts, taxidermy, and select exhibit elements provided by the EB Lyons
- **Phasing:** The exhibit will be built in phases but is designed to feel cohesive and intentional from day one
- **Previously Funded Component:** One exhibit component (Hunters for Conservation) has received prior grant funding and is included in the total project scope



Budget Framework

This is a planning-level budget. Final scope and pricing will be confirmed with sign-off from the naturalist team and project stakeholders. This framework will increase in detail and accuracy as the project moves through design development.

Planning-Level Budget

The total project value for the Land & Legacy exhibit is estimated at **\$110,000 to \$135,000**, depending on final interactive scope, material selections, and the extent to which existing infrastructure can be reintegrated into the updated exhibit.

With **\$20,000–\$25,000 in prior grant funding** already secured for the Hunters for Conservation component, the **additional funding needed is \$85,000 to \$110,000**.

This figure represents the full scope of exhibit design, fabrication, and installation across all four themes.

What the Budget Includes

This is a complete exhibit solution encompassing:

- Interpretive planning, content development in collaboration with EB Lyons and Dubuque County Conservation, research, writing, and narrative design
- Custom casework design and fabrication
- Environmental and landscape installations
- Graphic design, production, and installation
- Interactive element design and fabrication (mechanical, tactile, analog, and limited digital)
- Project management, coordination, and installation

What Affects the Range

The budget is presented as a range because key variables are still being defined:

- **Existing Taxidermy:** This budget accounts for the integration of the EB Lyons' existing taxidermy collection, which reduces fabrication scope and cost while increasing the exhibit's authenticity and local connection.
- **Existing Infrastructure:** The current budget has not yet accounted for the potential reuse of existing hard panels, walls, or casework that may be reintegrated into the updated exhibit. If viable elements are identified during design development, this could reduce the final project cost within or below the stated range.
- **Interactive Scope:** The number, complexity, and material quality of hands-on interactives will be finalized in collaboration with the naturalist team.
- **Content Finalization:** Final exhibit content, graphic panel count, and artifact selections will be confirmed with naturalist and EB Lyons sign-off.

Enhanced Digital Tier (Optional)

For exhibits seeking to incorporate simple digital interactives or basic AV elements—such as touchscreen kiosks, looping video content, or small projection mapping—an **additional \$20,000–\$30,000** would be required. This tier would include reusing existing hardware, content production & updates, installation, and basic technical support planning.

The current exhibit plan intentionally prioritizes analog and tactile interactives to maximize durability, minimize ongoing maintenance costs, and ensure accessibility. However, strategic digital elements can be integrated in future phases if desired and if funding allows.

Additional Cost Factors

- **Custom Design-Build Model:** A single studio handles design through fabrication, eliminating the markups and coordination overhead typical of multi-vendor exhibit projects.
- **Intentional Material Choices:** The creative direction emphasizes clean casework and analog interactives over expensive AV systems, keeping long-term maintenance costs low.
- **Previously Funded Component:** The Hunters for Conservation exhibit section has received prior grant funding and is included in the total project value. This display is not deducted from the budget; it is part of the cohesive whole. However, it does reduce additional funding needed by \$20,000–\$25,000 dollars.

Phased Funding

The exhibit is designed to support phased implementation and incremental funding. Each theme functions as a self-contained interpretive unit while contributing to the larger narrative arc. This structure is well-suited for:

- Sequential grant applications aligned to individual themes
- Phased construction that maintains visitor experience quality at each stage
- Partnership opportunities where specific themes align with funder priorities

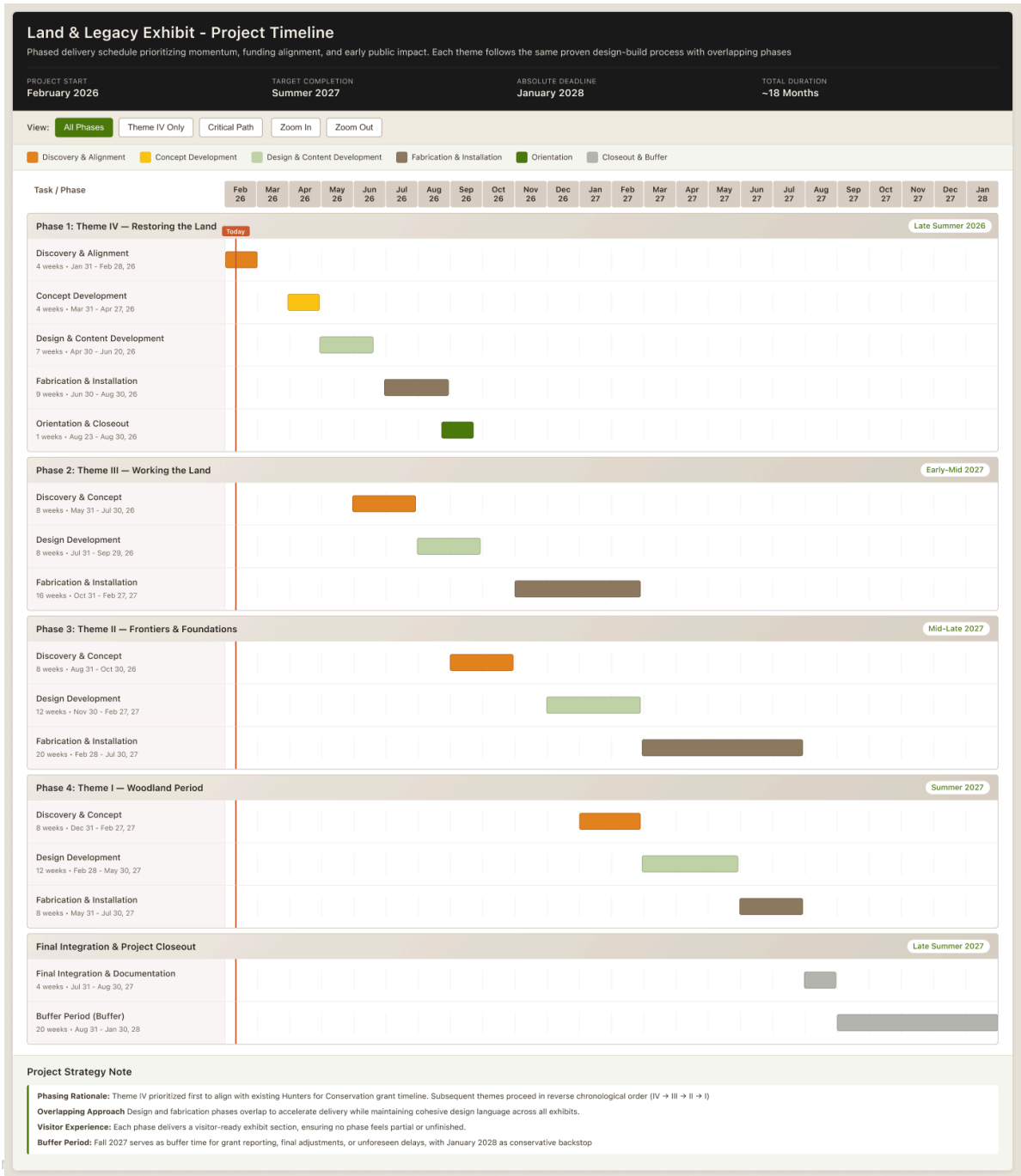
Billing & Payment Schedule

To support continuous progress, NBD Design requests to invoice EB Lyons Visitor Center and Dubuque County Conservation on a bi-weekly basis for work completed. Invoices will reflect actual progress during each billing period, helping maintain steady project funding and avoid delays during design, fabrication, and phased installation.

Project Timeline

Work proceeds in reverse chronological order, beginning with Theme IV: Restoring the Land, which already has grant funding in place. This strategy allows the first exhibit to be completed by late summer 2026, while maintaining momentum toward full exhibit completion by summer 2027, with January 2028 retained as a conservative contingency deadline.

Each phase results in a complete, visitor-ready exhibit section. Overlapping design and fabrication reduces downtime, preserves design continuity, and ensures efficient use of funding as it is received.



Thematic Breakdown

The exhibit is organized into four themes, presented chronologically. Each theme occupies a defined section of the gallery and is designed to stand on its own while building toward the exhibit's core message.

(1000 BCE–1750)

Theme I: Woodland Period – Living with the Land

Goal: To show that humans are part of the ecosystem, not separate from it.

Interpretive Message: Indigenous peoples were the first stewards of this land, interacting with ecosystems through knowledge, respect, and long-term relationships.

Narrative Arc

- **The Hook:** Original landscape and wildlife: hilltop prairies, oak savannas, and abundant biodiversity.
- **The Work:** Seasonal movement, hunting/gathering, and the use of fire to maintain the land.
- **The Local Link:** Land recognition of historically connected Tribal Nations (Meskwaki, Ho-Chunk, Dakota, Ioway, Otoe-Missouria).

Exhibit Elements

Category	Element Description
Visuals & Content	Illustrations of natural areas; Maps of historical walking routes.
Diorama	Wikiup miniature village. Oak tree, prairie plants, wall graphics, taxidermy items.
Artifacts	Casework display; Heavy focus on taxidermy in this section.
Mechanicals	Artifact drawers (archaeological fossils); Pop-quiz on daily life in the Woodland Period.
Core Interactive	Tactile Station: 3D printed tools and an interactive food web.

Visitor Takeaway

People didn't just live on this land—they were part of it. Stewardship is not a modern invention.

(1750–1900)

Theme II: Frontiers & Foundations – Changing the Land

Goal: Illustrate the shift from land as a relationship to land as a commodity for extraction and profit.

Interpretive Message: European colonization marked a fundamental shift in land value and use.

Narrative Arc

- **The Hook:** Arrival of settlers and the introduction of private land ownership.
- **The Work:** The Lead Mining Hotspot: Why the Upper Mississippi Valley was targeted and the physical changes (pits, tunnels) left behind.
- **The Local Link:** Julien Dubuque’s role, his relationship with the Meskwaki, and the forced relocation of indigenous peoples around 1845.

Exhibit Elements

Category	Element Description
Visuals & Content	"Then & Now" photos; Photo albums for visitors to flip through.
Diorama	Junkermann house items.
Artifacts	Pegboard/Casework: Manual mining, surveying, and extraction equipment.
Mechanicals	Drawer Reveals: Quartz, lead, limestone; Density comparison activity.
Core Interactive	The Peep-hole: View of men working a mine-shaft (Image or video).

Visitor Takeaway

The land didn't change on its own. Decisions were made—and those decisions had consequences that are still visible today.

(1900–1975)

Theme III: Working the Land – From Mines to Farms

Goal: Highlight how industrial and agricultural land use further reshaped ecosystems.

Interpretive Message: Land exploitation continued in new forms, prioritizing economic productivity over ecological health.

Narrative Arc

- **The Hook:** The shift from mining to farming and the widespread logging of forests.
- **The Work:** Landscape transformation: Converting oak savanna/prairies to row-crops, soil erosion, and altered waterways.
- **The Local Link:** Habitat loss and fragmentation leading to the decline of native species.

Exhibit Elements

Category	Element Description
Visuals & Content	Murals depicting the shift from forests to agricultural fields.
Artifacts	Industrial farming and logging tools.
Mechanicals	Reveals: Early 1900s crop seeds and food preservation implements.
Pop Quiz	"Where do our resources go?" (Farming specific).
Core Interactive	Layered Landscape Map: Visualizing physical changes over time.

Visitor Takeaway

Feeding a nation came at a cost. The land kept giving, but nobody kept track of what was being lost along the way.

(1975–Today)

Theme IV: Restoring the Land – Repairing Relationships

Goal: Connect past actions to present responsibility and future stewardship.

Interpretive Message: Conservation is an ongoing response to historic land-use decisions. Everyone has a role to play.

Sub-Exhibit A: Hunters for Conservation

- **Message:** The role of hunters in balancing wildlife population density; and funding via the Pittman-Robertson Act.
- **Interactive:** "Funding Flow" Graphic (License sales/Excise taxes → Wildlife Restoration).
- **Artifact:** Biologist field desk replica (binoculars, seed drawers, etc.).
- **Success Stories:** Recovery of Deer, Turkey, Trumpeter Swan, and River Otter habitats and populations.

Sub-Exhibit B: Modern Restoration & Stewardship

- **Current Management:** Showcasing work at the Mines of Spain (controlled burns, invasive species management).
- **Call to Action:** Volunteering, citizen science, and responsible recreation.

Exhibit Elements

Category	Element Description
Visuals & Content	QR codes for audio/video stories of restoration.

Artifacts	Large tree cross-section (Dendrochronology).
Mechanicals	Native vs. Invasive plant ID; Take-home materials on wilderness ethics.
Core Interactive	Adventure Map: Local activity map and event calendar.

Visitor Takeaway

The story isn't over. What happens next depends on what we choose to do—and there are real, specific things we can do right here on our local public lands.

Closing Notes

This is a Living Document

This project overview is a high-level budget and exhibit framework. It will continue to increase in detail, budget accuracy, and visual examples in the coming weeks as the design development process moves forward. Final scope and pricing require sign-off from the naturalist team.

Scalability

Land & Legacy is designed as a foundation, not a finished product. Each theme section can be enhanced, expanded, or updated over time as new artifacts become available, new stories emerge, or additional funding is secured. The modular structure supports long-term exhibit evolution without requiring a full redesign.

Phased Implementation

The four-theme structure naturally supports phased construction. Themes can be funded and installed individually or in pairs, with each phase delivering a complete, visitor-ready experience that does not impede on existing exhibits in the meantime. The exhibit pathway is designed so that partial installation does not feel incomplete—each phase adds to the whole without leaving visible gaps.

Project Fit

This exhibit plan is calibrated for a community-level interpretive center. The budget, scope, and delivery model reflect the reality that EB Lyons is working with: where resources are limited but the commitment to quality interpretation is not. The plan is designed to be fundable through standard grant channels, reviewable by boards and municipal partners, and buildable by a focused design-build studio.

Next Steps

- Finalize theme-level content and artifact inventory with naturalist team
- Assess existing infrastructure (panels, walls, casework) for potential reuse
- Develop schematic design drawings and spatial layout
- Refine budget based on final scope decisions
- Confirm phasing sequence and funding timeline
- Begin detailed design development for Phase 1

**City of Dubuque
City Council**

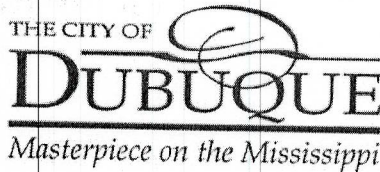
CONSENT ITEMS # 13.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Biechler Electric Inc. for Grandview Streetlights – Phase 3 Dunning St. to Southern Ave; Central Petroleum Equipment Company to Provide Inspections, Parts, and Repairs; CivicPlus Statements of Work for DocAccess and Ultimate Department Header Implementation; Dubuque Glass & Aluminum for Glass Repairs to the Port Ramp; FEH Design for the Eagle Point WTP Third Floor Conference Room Project; Independent Contractor Agreement with Laura Merrick; Neztrop, LLC for the First Amendment to Lease Agreement; Opening Specialists Inc. for Federal Building – Council Conference Door; Origin Design Co. Amendment No. 2 to City-Wide Water Distribution System, Storage & Pumping Improvements Project; Origin Design Co. for the Municipal Service Center Roof Replacement; Pigott, Inc for Install sit/stand desk on office 3rd Floor of City Hall; SELCO Traffic Control for FY2026 Traffic Control; Weber Capital Restoration, Inc for Water/Glycol extraction, carpet drying, disinfectant, and labor; Welu Painting for Painting and Repairs.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Dubuque Glass & Aluminum
2. Eagle Point WTP Conference Room
3. CivicPlus
4. Weber Capital Restoration, Inc
5. Central Petroleum Equipment Company
6. Arts Culture Grants Independent Contractor Agreement
7. City Wide Distribution Improvements Professional Service
8. Opening Specialist Contract Council Conference Room Door
9. Neztrop, LLC
10. SELCO Traffic Control Vendor Service Agreement
11. CivicPlus - DocAccess
12. Welu Painting

13. Biechler Electric Inc.
14. Municipal Service Center Roof Replacement
15. Pigott, Inc



City of Dubuque
46 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Dubuque Glass & Aluminum

(Vendor Name)

801 Cedar Cross Rd. Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE: Glass Repairs to the Port Ramp

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Furnish/Install one solar blue tempered insulated unit in 4th floor stair well.

All doors and thresholds need to be sealed. Replacement Dress Cap needed where missing.

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

351 Bell Street - Port Ramp

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 \$ 4,296.57

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

02/12/2026
Date

VENDOR:

Dubuque Glass & Aluminum
Company Name

By: Lee Ann Kuhle
Signature

2/16/26
Date

Lee Ann Kuhle
Printed Name

CFD
Title

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

By: Michael Van Milligen
Michael C. Van Milligen
City Manager



City of Dubuque
Water Department
1902 Hawthorne Street
(address)
Dubuque, IA 52001
Phone # 563-589-4291

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at FEH Design

(Vendor Name)

951 Main Street, Dubuque, Iowa 52001

(Vendor Address - City and State)

PROJECT TITLE:

Eagle Point WTP Third Floor Conference Room Project

(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:

This project design provides for the renovation of a portion of the third floor of the Eagle Point Water Treatment Plant to create a dedicated conference room

and potentially an office space. The design and bidding documents will be produced under this contract. No materials or equipment will be provided.

The specifics of the scope are as described in the proposal letter dated December 18, 2025.

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

Eagle Point Water Treatment Plant (1902 Hawthorne Street, Dubuque, Iowa 52001)

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

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

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☒ Insurance Schedule J – Professional Services

- Other:
-

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

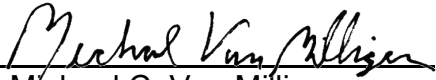
THE CITY AGREES:

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

CONTRACT AMOUNT \$ 9,925.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  02/16/2026
Michael C. Van Milligen
City Manager
Date

FEH Design
Company Name

By:  2025.12.29
Christina Monk
Signature Date

Christina Monk
Printed Name

Vice President, Architect
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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) **COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) **WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1. Architect shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # Eagle Point WTP Third or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

~~☒ Yes ☒ No~~

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-116251-1

2/3/2026 1:43 PM

2/28/2026

Client:

City of Dubuque, IA

Bill To:

DUBUQUE CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Henton		maggie.henton@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	USD 6,090.00
80.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 3,200.00
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	USD 6,090.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.dmaswa.org/	USD 89.00
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee: Dubuque Metropolitan Area Solid Waste Disposal Agency, IA	USD 1,313.00
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee: Dubuque Airport	USD 1,313.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://flydbq.com/	USD 89.00

Total Investment - Prorated Year 1	USD 17,698.10
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Annual Recurring Services (Subject to Uplift)	USD 2,804.00
Total Days of Quote:301	

Initial Term	Beginning at signing and ending 11/30/2026, Renewal Term 12/1 each calendar year
Initial Term Invoice Schedule	100% invoiced on 7/1/2026.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/docs/civicplus-legal-stuff> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-116251-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):



Printed Name:

Michael C. Van Milligen

Title:

City Manager

Date:

18/02/2026

CivicPlus

By (please sign):



Printed Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:

2/11/2026

Organization Legal Name:

City of Dubuque

Billing Contact:

Randy Gehl

Title:

Public Information Officer

Billing Phone Number:

5635894151

Billing Email:

rgehl@cityofdubuque.org

Billing Address:

50 W 13th Street

Dubuque, IA 52001

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Contract # 32600771

City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Weber Capital Restoration, Inc

(Vendor Name)

3160 Cedar Cross Ct Dubuque, Iowa 52003-6704

(Vendor Address - City and State)

PROJECT TITLE: Water/Glycol extraction, carpet drying, disinfectant, and labor

(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:

Water/Glycol clean up and drying at 5 Flags Civic Center

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

5 Flags Civic Center

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
6/30/26 (date)

7. Indemnification; Liability for City Damage

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

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 17,550.37

CITY OF DUBUQUE, IOWA

By: Michael Van Alstine 02/18/2026
Date

VENDOR:

SERVPRO of Dubuque
Company Name

By: Sam Benda 2/10/2026
Signature Date

Sam Benda
Printed Name

Production Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B
INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____
5 Flags _____ 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)



WEBER-9

OP ID: JCAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2026

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 Ludovissy & Assoc-Bellevue 103 N Riverview Bellevue, IA 52031 Jon Ludovissy		563-556-6661		CONTACT NAME: Jill Campbell		PHONE (A/C, No, Ext): 563-556-6661		FAX (A/C, No): 563-872-3256	
				E-MAIL ADDRESS: jcampbell@ludovissyandassociates.com					
INSURER(S) AFFORDING COVERAGE								NAIC #	
INSURER A: Acuity								14184	
INSURER B: Westfield Insurance Company									
INSURER C: Dakota Truck Underwriters									
INSURER D:									
INSURER E:									
INSURER F:									

INSURED Weber Capital Restoration, Inc SERVPRO of Dubuque, SERVPRO of Platteville, Monroe SERVPRO of La Crosse County #12433, SERVPRO of Adams, Crawford Vernon, South Monroe & South Juneau #12434 3160 Cedar Cross Ct Dubuque, IA 52003	
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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 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 \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	ZX7618	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X WC010-0082391-2025A	06/28/2025	06/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EPLI			CML-ASB7QBS-P0525	06/01/2025	06/01/2026	EPLI \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Dubuque, its elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are Additional Insured on the Auto and A Waiver of Subrogation on Auto and WC 30 Day Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

CITYD-1

City of Dubuque
Parks & Recreation Dept
2200 Bunker Hill Rd
Dubuque, IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2026

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines IA 50306-9686	CONTACT NAME: Marsh Program & Franchise		
	PHONE (A/C, No, Ext): 855-459-9164	FAX (A/C, No):	
	E-MAIL ADDRESS: servprofranchiseinsurance@marsh.com		
INSURED Weber Capital Restoration, Inc. 3160 Cedar Cross Court Dubuque IA 52003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Restoration Risk Retention Group		12209
	INSURER B: Allied Property & Casualty Ins Co		42579
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			
Customer Number: 3334817			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	RGL252537	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON OWNED AUTOS ONLY ☐ Owned PPV ☐ Owned other than PPV						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CPL (\$5,000 Deductible)			RPU252010	11/15/2025	11/15/2026	PER OC: \$3,000,000 AGG: \$5,000,000
A	Limited Service and Repair			RLS242168	06/28/2025	06/28/2026	PER OC: \$500,000 AGG: \$500,000
A	Cyber (\$1,000 deductible)			RCY709904	06/25/2025	06/25/2026	PER OC: \$250,000 AGG: \$250,000
B	Bailees Liability (\$1000 Deductible)			ACPCI013202096505	11/15/2025	11/15/2026	POLICY LIMIT: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Dubuque is listed as additional insured on the General Liability Policy when required by written contract or agreement. General Liability Policy is primary and non-contributory when required by written contract or agreement. The General Liability Policy additional insured status includes ongoing and completed operations. Waiver of Subrogation applies to General Liability Policy when required by written contract or agreement.

CERTIFICATE HOLDER City of Dubuque Finance Department 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 <i>Jo Phillips</i>
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ACORD 25 (2016/03)
164231794

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AGENCY CUSTOMER ID: 3334817

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc		NAMED INSURED Weber Capital Restoration, Inc. 3160 Cedar Cross Court Dubuque IA 52003	
POLICY NUMBER RLS242168		EFFECTIVE DATE: 06/28/2025	
CARRIER Restoration Risk Retention Group	NAIC CODE 12209		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Miscellaneous Limited Professional Liability Coverage of \$ 1,000,000 per claim / \$ 2,000,000 General Aggregate applies to the policy RPU252010

Additional Named Insured:

12233 Weber Capital Restoration, Inc. dba Servpro of Dubuque
 12234 Weber Capital Restoration, Inc. dba Servpro of Platteville, Monroe
 12433 Weber Capital Restoration, Inc. dba Servpro of La Crosse County
 12434 Weber Capital Restoration, Inc. dba Servpro of Adams, Crawford, Vernon, South Monroe & South Juneau

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations(s):	Location And Description of Ongoing Operations:
Where required by written contract	Any site where work is performed by the named insured or on behalf of the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. **COMMERCIAL GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section IV.2)** is amended to add the following:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
- (3) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- (4) Agree to make available any other insurance, which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations(s):	Location And Description of Completed Operations:
Where required by written contract	Any site where work is performed by the named insured or on behalf of the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer
Of Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Project: 3249900007 (ARENA ROOF)

Budget Method: Yearly

EXPENSES FUNDING MILESTONES WARNINGS

Hide Tree

Project Segment/String	Year to Date	Life to Date
3249900007 ARENA ROOF	\$0.00	\$21,059.35
▶ 64900 OtherProf	\$0.00	\$0.00
▼ 67500 Buildings	\$0.00	\$0.00
3249900007-67500 Buildings	\$0.00	\$0.00
▼ 304 Sales Tax	\$0.00	\$21,059.35
▶ 67500 Buildings	\$0.00	\$17,680.00
▶ 64900 Other Prof	\$0.00	\$3,379.35

Category - 304: Sales Tax

TOTALS INVOICES CONTRACTS PURCHASES

Project Segment/String Totals

	Year to Date	Life to Date
Original Budget	\$0.00	\$0.00
Net Transfers	\$0.00	\$857,205.00
Revised Budget	\$0.00	\$857,205.00
Actuals Paid	\$0.00	\$21,059.35
Pending Invoices	\$0.00	\$0.00
Encumbrances	\$0.00	\$0.00
Requisitions	\$0.00	\$0.00
Available Budget	\$0.00	\$836,145.65

Account

Fund	304	ST20	Acct	304-32-0000-76-750-3270-00-02-67500-	
Org	30320001	304CvcCIP	Acct name	Civic Center CIP Buidlings	
Object	67500	Buidlings	Type	Expense	Status Active
Project		☐	Rollup	32702	☒ Capital Projects-304
			Sub-Rollup		☐
				☐ MultiYr Fund	

4 Year Comparison

Current Year History 4 Year Graph History Graph

Yr/Per 2026/01	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024
Original Budget	.00 ☐	.00 ☐	.00 ☐
Transfers In	702,797.00 ☐	726,391.00 ☐	766,298.00 ☐
Transfers Out	.00 ☐	.00 ☐	.00 ☐
Revised Budget	702,797.00	726,391.00	766,298.00
Actual (Memo)	.00 ☐	17,680.00 ☐	.00 ☐
Encumbrances	.00 ☐	.00 ☐	.00 ☐
Requisitions	.00 ☐		
Available	702,797.00	708,711.00	766,298.00
Percent used	.00	2.43	.00



SERVPRO of Dubuque & Delaware Counties (IA)
SERVPRO of Platteville & Monroe (WI) & Jo Daviess (IL)

3160 Cedar Cross Ct, Dubuque, IA 52003
563-584-2242 – www.servprodubuque.com

1/30/2026

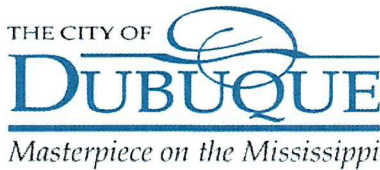
Five Flags
405 N Main St
Dubuque, IA 52001

This is the breakdown for mitigation services at Five Flags. Due to the leak being glycol, from the heating system, some additional labor hours were necessary to clean SERVPRO's equipment. The below breakdown includes extraction of carpets, drying equipment, moisture monitoring, carpet cleaning, and decontamination of equipment. SERVPRO appreciates the working relationship we developed with both The City of Dubuque and Five Flags over the years. Please note that SERVPRO is discounting the run time for the drying equipment from the second floor for areas that took extended time.

Water/Glycol Loss

Total Labor (set up, tear down, fogging)	\$2,134.15
Consumables (15% of labor)	\$ 320.12
Equipment (12% of labor)	\$ 256.10
Carpet Cleaning	\$2,200.00
Drying Equipment	\$7,740.00
Disinfectant Product	\$1,750.00
Initial water Extraction	\$2,975.00
<u>Emergency Service Fees</u>	<u>\$ 175.00</u>
Final Total	\$17,550.37

Mike Lukan Sales and Marketing Representative
SERVPRO of Dubuque
SERVPRO of Platteville, Monroe
SERVPRO of La Crosse County
SERVPRO of Adams, Crawford, Vernon, South Monroe & South Juneau
Office: 563-584-2242 | 608-348-2225 | ext. 111
Cell: 563-231-4416
3160 Cedar Cross Ct, Dubuque, IA 52003 | 2451 Riley Rd, Sparta, WI 54656



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 Central Petroleum Equipment Company

(Vendor Name)

P.O. Box 188 Blue Grass, IA 52726

(Vendor Address - City and State)

PROJECT TITLE: Provide inspections, parts, and repairs

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Supply parts, and/or service

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

Various city properties managed by the Parks & Recreation Department

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

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

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

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

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

Check Appropriate Box

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

☒ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 4000

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 02/18/2026
Michael C. Van Milligen
City Manager Date

VENDOR:

Central Petroleum Equipment Company
Company Name
By: [Signature] 2/4/2026
Signature Date
Roger Clark
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 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 2/4/2026.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☒ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☒ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☒ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Independent Contractor Agreement

This Independent Contractor Agreement (the “Agreement”) is entered into this 13th day of April, 2026, by and between the City of Dubuque (the “Organization”), and Laura Merrick, an independent contractor (the “Contractor”), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on the 13th day of April, 2026, and will continue in effect through May 15, 2026, unless earlier terminated as provided in this Agreement.

Services to be Rendered by Contractor

The services contemplated by this Agreement relate to a certain operating support grant (the “Operating Support Grant”) and capacity building grant (the “Capacity Building Grant”). Contractor agrees to competently and accurately perform such actions as may be reasonably necessary to successfully finalize all outstanding tasks affiliated with the eligibility review of the Operating Support Grant and Capacity Building Grant, including but not limited tasks related to the completion and submission of eligibility and financial review reports for the FY27 Operating Support Grant and Capacity Building Grant.

Method of Performing Services

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of one or more assistants at the Contractor's own expense. The Organization may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

Compensation

In consideration for the services to be performed by Contractor, Organization agrees to pay Contractor the sum of \$50/hour for an amount not to exceed 60 hours for a total amount of \$3,000.00 (three thousand dollars), subject to the terms and conditions contained herein.

All such payments shall be made to Contractor via check; and each check will be issued on the Organization’s first available vendor-payment date following the submission of the statements of services referenced below.

By no later than May 22, 2026, Contractor will submit to the Organization a detailed statement of services performed by or on behalf of Contractor for the time period between April 13, 2026, and May 15, 2026, together with the amount of time spent on each service for each day for which Contractor claims compensation.

Independent Contractor Status

The parties agree that Contractor shall be performing the services referenced in this Agreement as an independent contractor and not as an employee of the Organization. Contractor shall perform such services at such times and via such means as Contractor deems necessary and appropriate.

The Organization shall issue an IRS Form 1099 to Contractor regarding the payments to Contractor made pursuant to this Agreement. The Organization shall not withhold any taxes from any payment made to Contractor pursuant to this Agreement. Contractor acknowledges and agrees that the responsibility for any and all taxes stemming from or in any way related to any payment received by Contractor pursuant to this Agreement shall be the sole and exclusive responsibility of Contractor.

Tools and Instruments

Except as otherwise expressly provided herein, Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Workers' Compensation

Contractor agrees to provide workers compensation insurance for Contractor's employees, if any, and agrees to hold harmless and indemnify Organization from and against any and all claims, causes of action, or liabilities arising out of any injury, disability, or death of any of Contractor's employees, agents, volunteers, or other persons acting by, for, or through Contractor. Contractor acknowledges and agrees that neither Contractor nor any of Contractor's employees or subcontractors will be covered by the Organization's workers' compensation insurance for any act or omission resulting from or in any way related to the performance of any service contemplated herein.

Obligations of Organization

Organization agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment

Neither this Agreement nor any duty nor obligation under this Agreement may be assigned by Organization or Contractor without the prior written consent of Contractor and Organization.

Termination of Agreement

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving 10 days' written notice to the other party. Upon such termination, Contractor shall be entitled to such compensation as may be due, if any, for services which Contractor performed prior to termination of this Agreement.

Notices

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested, to the parties at the following addresses:

Organization: City of Dubuque
Office of Arts & Cultural Affairs
Attn: Bonnie Spurling
1300 Main Street
Dubuque, IA 52001-4732

Contractor: Laura Merrick
2030 Alta Vista Street
Dubuque, IA 52001

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed delivered as of the date of actual receipt; mailed notices shall be deemed delivered as of four (4) calendar days after the date of mailing.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for Organization. This Agreement contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges and agrees (a) no representation, inducement, promise, or agreement, whether orally or otherwise, has been made by or on behalf of any party which is not embodied herein; (b) no agreement, statement, or promise not contained in this Agreement shall be valid or binding; and any modification of this Agreement shall be effective only if it is in writing and signed by the party against whom enforcement is sought.

Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws principles.

Signatory Authority

Each person signing this Agreement hereby represents and warrants they have full and complete authority to act on behalf of and bind the person or entity on behalf of whom they are signing to the terms and conditions of this Agreement.

City of Dubuque

Contractor

by Michael Van Milligan
Michael Van Milligan
City Manager

LM
Laura Merrick

Date 02/18/2026

Date 02/17/26

#

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE
CITY OF DUBUQUE, IOWA
AND
ORIGIN DESIGN CO.
FOR
CITY-WIDE WATER DISTRIBUTION SYSTEM,
STORAGE & PUMPING IMPROVEMENTS PROJECT

(ORIGIN DESIGN PROJECT NO. 21197)**

THIS AMENDMENT NO. 2 to the Agreement for Engineering Services dated February 2, 2022, by and between the City of Dubuque, Iowa, hereinafter referred to as the "Owner", and Origin Design Co., a professional corporation in Dubuque, Iowa, hereinafter referred to as the "Engineer".

WHEREAS, the Owner desires to utilize Iowa State Revolving Loan Funds (SRF) for the design and construction of five key improvements to the City's Pressure Zone 3 to address deficiencies in its water distribution system. The five key improvement areas are identified as follows:

North Cascade Road and Southwest Arterial Water Main Extension: Improvements to provide a south loop to connect the south and west portions of the existing distribution system of Pressure Zone 3 are reflected in distribution system projects listed below. These provide for looping, secondary paths, for water to reach the south portion of Pressure Zone 3. Currently, a single arterial main provides the only source of water along a nearly 4.25 mile path serving developed areas in Key West and along the Iowa State Highway 61 corridor to the Dubuque Airport.

Southwest Arterial Water Tower (2-Million Gallon): Improvements to provide storage at the south portions of the existing distribution system of Pressure Zone 3 are reflected in the storage project listed below. This provides increased storage capacity in Pressure Zone 3 to alleviate deficiencies for existing and future demands not addressed by connecting Pressure Zones 2, 3, and 5 as defined by other projects in this project scope. Additionally, the location provides a source of storage water near developed demand areas.

Rockdale Road Water Main Extension: Improvements to hydraulically improve the existing distribution system of Pressure Zone 3 to the south side of the Service Area are reflected in the distribution system project listed below. This provides increased effective pumping capacity into the south end of Pressure Zone 3, which is currently bottlenecked, but serves as an important route to serve developed commercial and industrial areas as well as the source of Pressure Zones 6 and 7.

Central Avenue and Olympic Heights Water Main Extensions: Improvements to hydraulically connect Pressure Zones 2 and 3 are reflected in distribution system projects listed below. These provide increased storage and pumping capacity into Pressure Zone 3 to alleviate deficiencies for existing and future demands. Note that with the proposed changes, the City hydraulically connects the areas through the Olympic Heights neighborhood, placing it on Pressure Zone 3, rather than relying on the dead-end Pressure Zone 5. Pressure Zone 5 is effectively eliminated with these improvements.

Central Avenue Booster Station: The City's existing Pressure Zone 3 has a pumping deficiency into the pressure zone, primarily as it serves a growing internal demand and because it acts as a pass-through to upstream Pressure Zones. The proposed Central Avenue Booster Station will provide the additional pumping capacity required into Pressure Zone 3 to address existing demands and a reasonable amount of future growth. The location of the booster station also allows the City to selectively pull from the existing 12-inch main that runs up Central Avenue to prevent water aging issues at the end of that run.

WHEREAS, the Owner desires to engage the Engineer for engineering and surveying services required for project design including drawings, specifications and bidding and contract documents, and assist the City through award of the project.

WHEREAS, under Amendment No. 1 the Owner desires to engage the Engineer to provide professional services for engineering and surveying services required for the project design including drawings, specifications and bidding documents for the addition of water main along the Southwest Arterial from North Cascade Road to the west to North English Road and extending north along North English Road to the northern parcel line of the City owned property (approximately 1,600 lineal feet north of the North English Road and SW Arterial Interchange).

WHEREAS, under this Amendment No. 2 the Owner desires to engage the Engineer to provide professional services required for Phase I Archaeological Investigation.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

SCOPE OF SERVICES

The Scope of Services for North Cascade Road and Southwest Arterial Water Main Extension, Southwest Water Tower (2 Million Gallon), Rockdale Road Water Main Extension, Central Avenue and Olympic Heights Water Main Extensions, Central Avenue Booster Station under the original Agreement for Engineering Services dated February 2, 2022 and the North English Road Water Main Extension under Amendment No. 1 shall remain unchanged.

Amendment No. 2 includes the addition of an Archaeological Survey for Olympic Heights Water Extension.

Archaeological Survey for Olympic Heights Water Main Extension

A. Phase 1 Archaeological Investigation.

1. Perform a Phase 1 intensive archaeological survey for the proposed water main extension between Olympic Heights Road and West 32nd Street.

Exclusions from Professional Services

Exclusions from Professional Services set forth in the February 2, 2022 Agreement shall remain unchanged.

Compensation

Compensation as referenced in the original Agreement for Engineering Services and Amendment No.1 shall remain unchanged.

Origin Design proposes to complete the Scope of Professional Services included in this Amendment No. 2 as follows:

Archaeological Survey for Olympic Heights Water Main Extension. Compensation shall be a lump sum of Twenty-One Thousand One Hundred Dollars and Zero Cents (\$21,100.00). Periodic invoicing shall coincide with actual work completed.

General Terms and Conditions

The General Terms and Conditions set forth in the February 2, 2022 Agreement shall remain unchanged by this Amendment No. 2.

Thank you for the opportunity to submit this Amendment No. 2 to the Agreement for Engineering Services.

Let's work on tomorrow. **Together.**

Sincerely,
Origin Design Co.



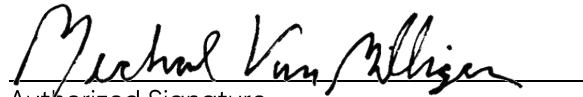
Marc Ruden, PE
Water Resources Team Leader
Date: 02/05/2026



Lauren Ray, PE, SE
Vice President/Secretary
Date: 02/05/2026

I hereby accept this Amendment No. 2 to the Agreement for Engineering Services and authorize this work.

FOR: **City of Dubuque, Iowa**

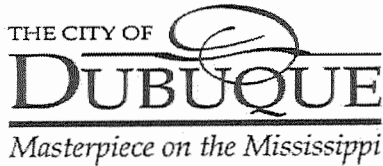


Authorized Signature

02/18/2026

Date

Michael C. Van Milligen
Typed or Printed Name



City of Dubuque
 Dept: Engineering
 50 W. 13th Street
 Dubuque, IA 52001
 Phone # 563.589.4270

**CITY OF DUBUQUE, IOWA
 SHORT FORM
 PUBLIC IMPROVEMENT CONTRACT
 PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Opening Specialists Inc. (Contractor) at

(Contractor Name)

Dubuque, IA

(Contractor's Address - City and State)

PROJECT TITLE: Federal Building - Council Conference Door

(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:

(1) Wood Door, 1-3/4" 3070, Flush, SRO, machined for three hinges and mortise lockset with special locations, prefinished to custom color

(1) Yale/ Accentra Mortise Lock W /Thumbturn, PBCN 8809 FL 618 LH

Remove existing mortise lock and turn over to owner, save mortise cylinder for new lock

Remove existing surface mounted overhead stop and reinstall on new door.

Remove existing door and turn over to owner, save hinges for new door

Hang new door with existing hinges

Install new mortise lock with existing cylinder, verify if cam is correct

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

Council Conference Room - Federal Building 350 W. 6th Street

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

4/27/2026

(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:

Upon the completion of the Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount stated below less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 2,416.96

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael C. Van Milligen 02/21/2026
Michael C. Van Milligen
City Manager
Date

Opening Specialists Inc.

Company Name

By: Thomas J. Pape 2-16-2026
Signature Date

Thomas J. Pape
Printed Name

PRESIDENT
Title

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ELITE ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

SCHEDULE

Optional Coverages	
Additional Insured When Required by Written Agreement – Other Parties	Included
Information required to complete this Schedule, if not shown above, will be shown on the Declarations.	

A. Additional Insured When Required By Written Agreement – Ongoing Operations

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations under the written agreement are completed.

2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- c. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

- 1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

A person or organization's status as an insured under this provision will end at the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this provision will end at the expiration of any applicable statute of repose.

- 2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
- 3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - b. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Additional Insured When Required by Written Agreement – Other Parties

- 1. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as included in the schedule of this endorsement, Paragraph A. and Paragraph B. of this endorsement are amended to add as additional insured any other person or organization you are required to add as an additional insured under the written agreement described in Paragraph A. and Paragraph B. of this endorsement.
- 2. Coverage for any additional insured described in Paragraph C.1. of this endorsement will not be broader than that which is provided by this policy and afforded to any Named Insured and any additional insured described in paragraphs A. and B. of this endorsement.
- 3. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as excluded in the schedule of this endorsement, this endorsement only applies to such person or organization described in Paragraph A. and Paragraph B. of this endorsement.

D. Primary And Noncontributory

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; b. Excess Insurance is amended to add:

This insurance is excess over any other insurance available to an additional insured whether primary, excess, contingent or on any other basis, unless you have agreed in a written agreement prior to the loss that specifically requires that this insurance be either primary or primary and noncontributory. Then this

insurance is primary to and will not seek contribution from any other insurance available to the additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in a written agreement prior to the loss that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Other insurance means a policy of insurance providing coverage for any portion of liability alleged against an additional insured for a claim that this policy also covers. Other insurance includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

E. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add:

We waive any right of recovery against any person or organization for all or part of any payment we have made under this Coverage Part, to whom the insured has waived its right of recovery in a written agreement. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

F. Amendments – Limits of Insurance

With respect only to the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:

1. Aggregate Limits Of Insurance – Per Project

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

2. Applicable Limits of Insurance

The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

G. Additional Conditions

With respect only to the coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add:

Additional Insured Duty To Notify

The additional insured described in A.1., B.1., or C.1. of this endorsement must give written notice of loss, including a demand for defense and indemnity, to any other insurer which covers the additional insured for the loss we cover under this endorsement. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage after the loss occurs.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by the endorsement.

SCHEDULE

Governmental Entity: City of Dubuque

Governmental Entity Address: 50 W 13th Street, Dubuque, IA 52001

Project:

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

The following Conditions are added with respects to the Governmental Entity and Project shown in the Schedule:

Non-waiver of Government Immunity

We expressly agree and state that the purchase of this policy and the including of the Governmental Entity shown in the Schedule as an Additional Insured do not waive any of the defenses of governmental immunity available to the Governmental Entity shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

We further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity

The Governmental Entity shown in the Schedule 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 by us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the Governmental Entity shown in the Schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Governmental Entity shown in the Schedule 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 Governmental Entity shown in the Schedule.

No Other Change in Policy

We and the Governmental Entity shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Opening Specialists

Endorsement Effective Date: 10/09/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SUPPLEMENTAL FORM DECLARATION FOR CA0444 1013**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)****SCHEDULE**

Named Insured: Opening Specialists Endorsement Effective Date: 10/09/2024
--

Name(s) Of Person(s) Or Organization(s):

CGB Enterprises Inc, 23510 Great River Rd, Clayton, IA 52049 Medline Industries, 7900 Chavenelle Rd, Dubuque, IA 52002 Medline Industries, 7900 Chavenelle Rd, Dubuque, IA 52002 QSI Facilities, PO Box 589, Colwich, KS 67030

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Entity Name	Contract Project Number	or Description of Work	Waiver Premium	Waiver Type
IA	Blanket Waiver of Subrogation 430 Main St Holy Cross, IA 52053		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	\$167	BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/09/2024 Policy No. 20-WC-003244459-14 Endorsement No. 000

Insured Opening Specialists
Insurance Company

Countersigned by

Premium \$

SECURA Insurance Company
WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY CONDITIONS
AMENDED FOR ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown on the Declarations.

A. Additional Insured

With respect only to coverage provided by this endorsement, the person or organization shown in the schedule of this endorsement is an additional insured, but only if they qualify as an additional insured under SECTION II – WHO IS AN INSURED; Paragraph 3.

B. Additional Insured When Required by Written Agreement – Other Parties

With respect only to coverage provided by this endorsement, any other person or organization you are required to add as an additional insured under a written agreement you execute prior to the loss with the person or organization shown in the Schedule above is an additional insured, but only if they qualify as an additional insured under SECTION II – WHO IS AN INSURED; Paragraph 3.

C. Primary And Noncontributory

With respect only to coverage provided by this endorsement, SECTION IV – CONDITIONS; 5. Other Insurance is amended to add:

Primary and Noncontributory Insurance

This insurance is excess over any other insurance available to the additional insured shown in the Schedule, and any other additional insured described in Paragraph B. of this endorsement, unless you have agreed in a written agreement prior to the loss that this insurance shall be either primary or primary and noncontributory.

If the written agreement requires that this insurance be primary and noncontributory, we will not seek contribution from any other insurance available to the additional insured provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. The "underlying insurance" applies on a primary and non-contributory basis for the additional insured; and
3. The "underlying insurance" is exhausted; and
4. All other insurance applicable to the loss and providing coverage to the additional insured on a primary and non-contributory basis, except insurance available to the additional insured where they are a Named Insured, is exhausted.

Other insurance means a policy of insurance providing coverage for any portion of liability alleged against the additional insured for a claim that this insurance also covers. Other insurance includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

D. Limit of Liability

With respect only to coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:

Applicable Limits of Insurance

The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less, but only to the extent the required limits of insurance are in excess of the "underlying insurance". These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

E. Additional Conditions

With respect only to the coverage provided by this endorsement, SECTION IV – CONDITIONS is amended to add:

Additional Insured Duty to Notify

The additional insured shown in the Schedule, and any other additional insured described in Paragraph B. of this endorsement, must give written notice of loss, including a demand for defense and indemnity, to any other insurer which covers the additional insured for the loss we cover under this endorsement. Such notice must demand the full coverage available and the additional insured shall not waive or limit such other available coverage after the loss occurs. This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a Named Insured.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

Same As Shown In Any "Underlying Insurance" CA0444 Schedule.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 9. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**The following is added to Paragraph 9. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**FIRST AMENDMENT
TO
LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NEZTROP, LLC**

This First Amendment, dated for reference purposes the 23rd day of February, 2026, is made and entered into by and between Neztrop, LLC ("Landlord") and the City of Dubuque, Iowa ("Tenant").

Whereas, Landlord and Tenant entered into a Lease Agreement dated September 1, 2025; and

Whereas, the parties now desire to amend the Lease Agreement as stated herein.

NOW, THEREFORE, IT IS AGREEMENT BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Section 1 of the Lease agreement is amended to read as follows:

SECTION 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Dubuque County, Iowa:

Lot 2 of Stone Brook Center Second Addition in the City of Dubuque, Dubuque County, Iowa

for a term beginning on the 1st day of September 2025 until midnight on the 30th day of April, 2026.

Section 2. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

NEZTROP, LLC

By: Michael Van Milligen
Michael C. Van Milligen, City Manager

By: Mike Porter



City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563.589.4270

**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 SELCO Traffic Control

(Vendor Name)

210 2nd St East Dubuque, IL 61025

(Vendor Address - City and State)

PROJECT TITLE:

FY2026 Traffic Control

(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:

traffic control for city projects

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

various locations in the city of Dubuque

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 \$ 20,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Allen 02/23/2026
Date

VENDOR:

SELCO, Inc.
Company Name

By: [Signature] 02/23/2026
Signature Date

Mark Wolff
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 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 February 23, 2026.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(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)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-115649-1

2/24/2026 4:45 PM

3/24/2026

Client:

City of Dubuque, IA

Bill To:

DUBUQUE COUNTY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Henton		maggie.henton@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	PDF Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,903.96

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 13,297.86

List Price - Initial Term Total	USD 7,671.06
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Total Investment - Prorated Year 1	USD 0.00
Annual Recurring Services (Subject to Uplift)	USD 13,297.86

Total Days of Quote:188

Initial Term	Beginning at signing and ending 8/29/2026, Renewal Term 8/30 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/docs/civicplus-legal-stuff> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-115649-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):



Printed Name:

Michael Van Milligen

Title:

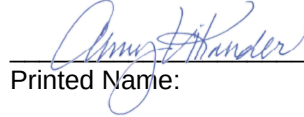
City Manager

Date:

25/02/2026

CivicPlus

By (please sign):



Printed Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

02-24-2026

Organization Legal Name:

City of Dubuque

Billing Contact:

Randy Gehl

Title:

Public Information Officer

Billing Phone Number:

5635894151

Billing Email:

rgehl@cityofdubuque.org

Billing Address:

50 W 13th Street, Dubuque, IA 52001

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Contract #
PO#

City of Dubuque
PARKS & RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at WELU PAINTING

(Vendor Name)

145 WISCONSIN AVE, EAST DUBUQUE, IL 61025

(Vendor Address - City and State)

PROJECT TITLE: PAINTING AND REPAIRS

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

PAINTING AND REPAIRS

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

5 FLAGS CIVIC CENTER

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
6/30/26 (date)

7. Indemnification; Liability for City Damage

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

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 13,797.05

CITY OF DUBUQUE, IOWA

By: Michael Van Alstine 02/24/2026
Date

VENDOR:

Welu Painting Co
Company Name
By: [Signature] 2-20-26
Signature Date
Jason Welu
Printed Name
owner
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
2/23/2026

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 BRADLEY BECK MCDONALD INS 198 LOCUST ST Dubuque, IA 52001		CONTACT NAME: Ron McDonald PHONE (A/C, No, Ext): 563-583-0638 FAX (A/C, No): 563-556-8817 E-MAIL ADDRESS:	
INSURED Welu, Richard DBA Welu Painting 461 Livingston East Dubuque, IL 61025 563-599-5040 Dick		INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

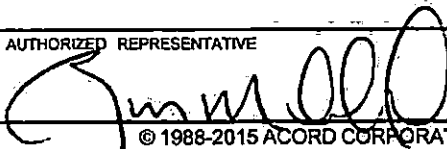
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	Y	006373348	11/01/25	11/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANYAUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	Y	005956567	05/21/25	05/21/26	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	Y	005882815	11/01/25	11/01/26	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	005580092	11/01/25	11/01/26	PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Dubuque Five Flags Project						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City Of Dubuque as certificate holder, all it's board members employees and officers, are listed as an Additional Insured on the General Liability to include both Ongoing (CG2010 07/04) and Completed Operations (CG2037 07/04). On a Primary & Non-Contributory basis. "Designated Projects" (CG 2503 07/04) is included. Additional Insured on the Automobile Liability, plus a Waiver Of Subrogation on the General Liability Commercial Auto and Workers Compensation is Included. Commercial Umbrella follows form on CG 2010 07/04 & CG 2037 07/04.

CERTIFICATE HOLDER City Of Dubuque 2400 Bunker Hill Rd. 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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TO: Mike Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: February 24, 2026
RE: Grandview Street Lights Phase 3 Dunning Street to Southern Avenue

Attached is the short form Public Improvement Contract between the City of Dubuque and Biechler Electric, Inc. of Dubuque, IA for the Grandview Street Lights Phase 3 Dunning Street to Southern Avenue.

The project received three competitive bids for the project and are as follows:

Biechler Electric Inc.	\$24,444.00
AG Electric	\$29,563.00
Murphy Construction	\$37,500.00

It would be appreciated if you would execute the attached document related to this project. Please return it to the Engineering office for further processing.

Attach.

cc: Kerry Bradley, Eng. Dept.



City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Biechler Electric Inc. (Contractor) at

(Contractor Name)

7762 Wildnest Lane, Dubuque IA 52003

(Contractor's Address - City and State)

PROJECT TITLE: GRANDVIEW STREETLIGHTS - PHASE 3 DUNNING ST TO SOUTHERN AVE

(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:

See attached documentation for this section.

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

Along Grandview between Dunning Street and Southern Avenue

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

May 30th 2026

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.
12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ____, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

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

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

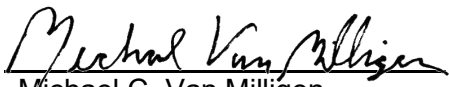
THE CITY AGREES:

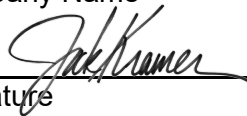
The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 24,444.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By:  02/24/2026
Michael C. Van Milligen Date
City Manager

Biechler Electric
Company Name
By:  2/24/2026
Signature Date
Jack Kramer
Printed Name
Project Manager
Title

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

- 4.1.1 Background - Provide all labor, materials, equipment, supervision, and other services and permits required to complete the Work in accordance with the specifications for “Grandview Street Lighting – Phase 3” as prepared by the City of Dubuque.
- 4.1.2 The contractor shall supply all the traffic control to install 32 new streetlights along Grandview South of Hwy 20 from Dunning Street to Southern Ave.
- 4.1.3 The City is providing the Street Light Poles and the contractor can pick them up at 95 Water Street. The light fixtures are also being supplied by the City and can be picked up at 925 Kerper Court. The poles and fixtures are on order and should be here in late March or early April.
- 4.1.4 The City will have a Millbank installed at the following locations Grandview & Bryant (By Fire House), Grandview and Plymouth Court and Grandview and Indian Ridge. All the handholes, conduit and underground are already in place.
- 4.1.5 The contractor will need to supply all the wire and materials to complete the installation following the SUDAS and City Specifications for the installation of the streetlights. This includes 2 inline fuse holders w/fuses at each light pole. Each light pole shall be grounded to the nearest handhole. The Handholes by each light have a ground rod already installed for the contractors use. All wire should be pulled in one conduit so that the 2nd conduit can be used for future use.
- 4.1.6 The following information defines the circuits and # of street lights in each circuit.

Cabinet at Fire House

Streetlights 1-10 1st circuit

Streetlights 11-15 2nd circuit

Cabinet at Grandview and Plymouth Court

Streetlights 16-19 1st circuit

Streetlights 20-23 2nd circuit

Cabinet at Grandview and Indian Ridge

Streetlights 24-29 1st circuit

Streetlights 30-31 2nd circuit

- 4.1.7 The contractor will need to work with Alliant Energy to turn on the Millbank at each location. The underground is already in place for the BBS at Grandview and Bryant. The contractor will need to work with Alliant who will bore in the conduit from the cabinet to their pole for the power feed from the other two locations. The contractor is responsible for pulling the permits and labeling the cabinet. The City can be billed for any work that Alliant has done for this project.
- 4.1.8 The City will remove the old poles that are in place along the islands once the project is completed or once a section is completed.

4.1.9 Work shall be completed by May 30th, 2026.

4.1.10 Protection of Persons and Property - The Contractor shall perform all work in a safe and orderly manner and shall protect all existing areas and City trees designated to remain from damage, repairing and or replacing any damage caused by the contractor at no cost to the City. Through the erection of warning signage, and/ or other approved and mandated means required, the Contractor shall protect from injury all persons and or vehicles passing and/ or moving by the site. If necessary, based on the all applicable law, statute, and regulation, shall provide security fence and enclosures as required by job conditions to insure protection of persons, materials, and Work on the site. The Contractor shall safely protect the property of the City and all adjacent property from loss or damage as a result of the Work and shall repair or replace any damage, injury, or loss resulting from this Contract at no additional cost to the City.

4.1.11 Traffic - The Contractor must carry on the work in such a manner to allow full, uninterrupted traffic flow on the streets of the Work site at all times.

----- End of Section 4.0 -----

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Masonry	Rough Carpentry
Doors, Window & Glazing	Vehicular Snow Removal	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Waterproofing
Landscaping		Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo
Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: Grandview Street Lights Phase III 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 Engineering Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

EXHIBIT D

LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);
- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

Task Order No. 26-02

Origin Design Co. (CONSULTANT)
Project No: 2500603
Pursuant to Master Services Agreement dated February 16, 2023

CLIENT: City of Dubuque

Task Information

Task Name: Municipal Service Center Roof Replacement

Task Description

It is our understanding that the scope of this project includes the following:

- **Roof Replacement:** Removal and replacement of existing ballasted single-ply roofing system down to the roof deck. The new roofing system will consist of mechanically fastened roof insulation with a fully adhered single ply roof membrane. Refer to attached Exhibit A additional details.
- **Roof Deck Evaluation:** Evaluate portions of the existing roof deck that appear to be deteriorated upon removal of existing roof insulation and provide repair options.
- **Mechanical Equipment Replacement:** Removal and replacement of roof top mechanical equipment as identified in Exhibit B.
- **Additional HVAC Design:** Provide additional design to provide conditioned air to vehicle maintenance bay via additional roof top unit.
- **Structural Evaluation:** Evaluation of the existing roof structure over vehicle maintenance bay to determine the feasibility of supporting additional loads associated with alternate conditioned air rooftop units.
- **Solar Coordination:** The City of Dubuque will contract separately with a solar design/ construction company or electrical company for the removal, reinstallation, or modification of the existing roof top solar panels located on a portion of the building. Refer to Exhibit C.
- **Sustainability:** The project will not pursue any sustainable design elements.

Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Architect and/or Engineer licensed to practice in the State of Iowa. The CONSULTANT would team with MODUS Engineering (SUBCONSULTANT) for the mechanical and electrical design related to mechanical systems design identified in the Project Description.

A. Design and Construction Documents

1. Attend an initial meeting to develop a clear understanding of the project and identify schedule milestones.
2. Inspect and document the facility roofs and roof top equipment and review original drawings to verify existing conditions.
3. Develop an existing building model utilizing Building Information Modeling (BIM) software.
4. Attend up to three (3) design coordination meetings.
5. Develop plans and details to include demolition plans, new construction plans and details.
Provide project technical specifications for associated work.

6. Revise plans, if necessary, for up to two (2) iterations per the City review comments and resubmit the final plans to the City for approval.
7. Prepare an Opinion of Probable Construction Cost at 95% Construction Documents.
8. Prepare final construction documents for bidding.

B. Bidding

1. Issue Construction Documents as required for public bidding.
2. Attend pre-bid meeting.
3. Respond to contractor questions.
4. Issue addenda as necessary.
5. Issue Notice to Proceed to successful bidder upon execution of Owner/Contractor agreement.

C. Construction Administration

1. Review construction submittals such as shop drawings and samples which the Contractor is required by the Contract Documents to submit. Review and subsequent approval are only for conformance to the design intent of the Contract Documents and does not extend to the means, methods, techniques, and procedures of construction.
2. Make up to six (6) site visits during construction.
3. Conduct a Substantial Completion inspection review, including a site visit and issue Substantial Completion Inspection Report to contractor.
4. Issue a Certificate of Substantial Completion to the CLIENT and the Contractor upon final completion of the project.

Optional Professional Services

The CONSULTANT can perform any of the following items under a separate agreement or amendment.

1. Additional architectural and engineering design and drawings requested but not mentioned in the scope of services above will be identified as such prior to performing the work and charged at standard hourly rates.
2. Services resulting from CLIENT directed changes in the scope, extent, or character of the portions of the project designed or specified by CONSULTANT or its design requirements.
3. Services required because of CLIENT providing incomplete or incorrect project information to the CONSULTANT.
4. Construction Inspection and Material Testing.
5. Commissioning services.
6. Printing of bidding documents.

Project Schedule

It is our understanding that the design for this project would be completed by end of April 2026, with bidding in May 2026 and construction completed by December of 2026.

Compensation

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

- A. Design and Construction Documents.** For a Lump Sum Fee of **\$67,000.00** (Sixty-seven thousand dollars and zero cents).

- B. Bidding.** For a Lump Sum Fee of **\$4,400.00** (Four thousand four hundred dollars and zero cents).
- C. Construction Administration.** For a Lump Sum Fee of **\$18,000.00** (Eighteen thousand dollars and zero cents).

CONSULTANT: **Origin Design Co.**



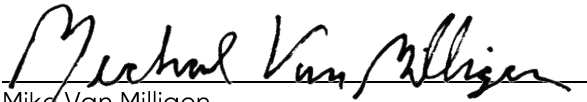
Mark Fassbinder, AIA, LEED AP
Architectural Team Leader
Date: 02/23/26

CONSULTANT: **Origin Design Co.**



Lauren Ray, PE, SE
Vice President/Secretary
Date: 02/23/26

CLIENT: **City of Dubuque**



Mike Van Milligen
City Manager
Date: 02/24/2026

EPDM BALLAST ROOFING REMOVAL

Remove and dispose of the existing ballast rock. Remove & dispose of the existing EPDM roofing system to the existing roof deck.

NEW EPDM ROOFING Approx. 125,158 s.f.

Install a self-adhered vapor barrier over the roof decking. Loose lay two layers of 2" ISO under a mechanically fastened ½" HD **R-25.3** coverboard. Furnish and install a 60mil. fully-adhered EPDM roofing system complete with all curb, wall & pipe flashings per warranty requirements. This system comes complete with a 20-year total system manufacturer's warranty.

SHEET METAL FLASHING AND TRIM

Fabricate and install new standard colored 24ga. prefinished steel metal edging, counterflashing and terminations associated with the membrane roofing. Only sheet metal associated with the membrane roofing warranty is included with this pricing.

September 29, 2025

City of Dubuque
925 Kerper Ct
Dubuque IA 52001

RE: New HVAC Equipment at the Municipal Building

Dear Brian,

We propose the following:

1. RTU #1 – Provide and install one (1) Carrier 40-Ton packaged rooftop unit with BAS interface,
2. RTU #2 – Provide and install one (1) Carrier 10-Ton packaged rooftop unit with stand-alone thermostat,
3. Server Room – Provide and install one (1) Carrier 2-Ton mini-split system
4. Provide and install sixteen (17) Loren Cook exhaust fans
5. Provide and install five (5) RuppAir make-up air units (MAU)
6. Provide and install all new controls; Carrier I-Vu Pro

All items include the following:

- Removal and disposal of existing equipment.
- Rigging and hoisting of all equipment.
- City permits.
- Complete start-up and testing of new equipment.





City of Dubuque
City Manager's Office Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563.589.4110

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Pigott, Inc

(Vendor Name)

3815 Ingersoll Avenue, Des Moines IA 50312

(Vendor Address - City and State)

PROJECT TITLE:

Install sit/stand desk on office 3rd Floor of City Hall

(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:

sit/stand desk in office on 3rd Floor of City Hall

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

50 W 13th Street, Dubuque, Iowa

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
02/01/2026 (date)

7. Indemnification; Liability for City Damage

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

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 1,500.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  02/26/2026
Date

Pigott
Company Name

By: Courtney Wyllie Digitally signed by Courtney Wyllie
Date: 2026.02.10 13:56:06 -06'00' 02-10-2026
Signature Date

Courtney Wyllie
Printed Name

Interiors Consultant
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE:	Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Temperley Excavating, Inc. for the Ambassador Ct. Storm Sewer Replacement Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Ambassador Court Storm Sewer Replacement Project

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

Ambassador Ct. Storm Sewer Replacement Project

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 14th day of January, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Temperley Excavating, Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the **Ambassador Ct. Storm Sewer Replacement Project**.
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No A.01 through No. R.01 (08 pages) or drawings consisting of sheets bearing the following general title:
Ambassador Ct. Storm Sewer Replacement Project.
 12. Addenda (numbers __ to __ , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).
 17. Erosion Control Certificate (Section 00900).

SECTION 00500

Page 2 of 6

18. Consent Decree (Section 01000).

19. Exhibits to this Contract (enumerated as follows):

- a. Contractor's Bid (pages to 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)

20. The following which may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (Section 00850).
- b. Project Certification Page (Section 00102).
- c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including

but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor shall also be liable to the City for any damage to the City or to City property arising out of or related to the Contractor's negligent performance of this Contract.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City 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:

Temperley Excavating Inc.

Contractor

By:

Signature

Printed Name

Title

Date

SECTION 00500

Page 6 of 6

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 113,629.65

CITY OF DUBUQUE, IOWA:

City Manager's Office

Department

By: *Michael Van Milligen*

Signature

Mike Van Milligen

Printed Name

City Manager

Title

02/23/2026

Date

CONTRACTOR:

Temperley Excavating Inc.

Contractor

By: *[Signature]*

Signature

Luke Temperley

Printed Name

Owner

Title

1-14-26

Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Temperley Excavating Inc., as Principal (hereinafter the "Contractor" or "Principal") and Hudson 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 one hundred thirteen thousand, six hundred twenty nine dollars and sixty five cents (\$ 113,629.65), 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 14th day of January, 2026, (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 Ambassador Ct. Storm Sewer Replacement Project detail the following described improvements:

This project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes.

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

SECTION 00600

Page 2 of 4

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

SECTION 00600

Page 4 of 4

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. 5586500036

Witness our hands, in triplicate, this 15th day of January, 2026.**SURETY COUNTERSIGNED BY:**

N/A

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:Temperley Excavating Inc.

Contractor

By:

Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:Hudson Insurance Company

Surety Company

By:

Signature Attorney-in-Fact Officer

Thomas O. Chambers, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Shorewest Surety Services, Inc.

Company Name

2626 49th Drive

Company Address

Franksville, WI 53126

City, State, Zip Code

(262) 835-9576

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 ====



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers, Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



(Corporate seal)

HUDSON INSURANCE COMPANY

Attest
Karen L. Colonna
Corporate Secretary

By
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 1st day of November, 2025 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Karen L. Colonna hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of January, 2026

(Corporate seal)



By
Karen L. Colonna, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 15th day of January, 2026,
before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripple

Notary Public, **Racine** County, Wisconsin
My Commission Expires **6/13/2028**



**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Community Support and Empowerment Grant Recommendation
SUMMARY:	City Manager recommending City Council approve the recommendations of the Office of Human Rights regarding the funding of the Community Support and Empowerment Grant. RESOLUTION Awarding Community Support And Empowerment Grant To Opening Doors RESOLUTION Awarding Community Support And Empowerment Grant To Dubuque Arboretum & Botanical Gardens RESOLUTION Awarding Community Support And Empowerment Grant To Centrally Rooted RESOLUTION Awarding Community Support And Empowerment Grant To Oh Happy Play
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo Community Support and Empowerment Grant Recommendation 2. Staff Memo 3. Resolution Opening Doors 2026 4. Resolution DABG 2026 5. Resolution Centrally Rooted 2026 6. Resolution Oh Happy Play 2026 7. Dubuque Community Support and Empowerment Grant Guidelines and Evaluation Rubric 2026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Community Support and Empowerment Grant Recommendation

DATE: February 24, 2026

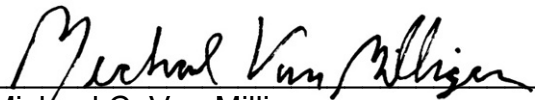
Interim Human Rights Director and Assistant City Attorney Jason Lehman is recommending City Council approve the recommendations of the Office of Human Rights regarding the funding of the Community Support and Empowerment Grant.

The following applicants are recommended for funding:

- Dubuque Arboretum & Botanical Gardens in the amount of \$5,000 to fund new directional maps and educational signage throughout the grounds in more than 55 languages to improve accessibility for community members.
- Oh Happy Play in the amount of \$1,500 to expand their “Learn & Play” events which provide free play-based educational enrichment for children in the community with a focus on children from under-resourced homes.
- Opening Doors in the amount of \$1,750 to assist in funding a stabilization program designed to support women transitioning into permanent housing after battling homelessness.
- Centrally Rooted in the amount of \$1,750 to support a community centered block party designed to foster neighborhood engagement and connection.

\$10,000 was allocated for grant disbursement in the FY26 budget.

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, Interim Human Rights Director and Assistant City Attorney

TO: Michael Van Milligen, City Manager
FROM: Jason Lehman, Interim Human Rights Director and Assistant City Attorney
SUBJECT: Community Support and Empowerment Grant Recommendation
DATE: February 23, 2026

INTRODUCTION

The purpose of this memo is to present the recommendations of the Office of Human Rights Community Support and Empowerment Grant Award applications.

BACKGROUND

In 2022, the City Council approved the Equitable Community Grant program to provide funding to assist non-profits, businesses, clubs, organizations, and groups of passionate residents in implementing their ideas to make Dubuque a more equitable place and to support community leadership in alignment with the City of Dubuque's Five-Year Goals. In 2025, the grant was renamed the Community Support and Empowerment Grant.

The first grant was awarded in 2023 to Tri Phoenix Group in support of the Black Business Event and Expo. The grant helped the organization provide a platform for Black-owned businesses to showcase their products and services, network with other entrepreneurs and potential customers, and gain visibility and exposure within the community. Other recipients since then have included the Red Basket Project to aid in their mission to end period poverty, the Hills and Dales Childcare Center to aid in their establishment of a medical childcare program, Afriwell Hub to host an event celebrating African culture, and the Visiting Nurse Association to provide education, materials, and supplies for Marshallese and Hispanic families.

\$10,000 was allocated for grant disbursement in FY26 for multiple applicants to receive up to \$5,000 each. Eighteen (18) applications were received. A panel comprised of three (3) Human Rights Commissioners, and one (1) staff member submitted their individual scores and comments.

DISCUSSION

The following applications were received:

- Centrally Rooted

- Children’s Cancer Connection
- Crescent Community Health Center
- Dubuque and Jackson County Habitat for Humanity
- Dubuque Arboretum Botanical Gardens
- Dubuque Forward
- Dubuque Rescue Mission
- Hills & Dales
- Multicultural Family Center
- Oh Happy Play
- Opening Doors
- Recovery Reach Inc.
- Red Basket Project
- Self-Empowered Community and Training
- SheUnites
- The Authentic Connection
- Turnt Kidz
- Waypoint

The following applicants are recommended for funding:

- Dubuque Arboretum & Botanical Gardens in the amount of \$5,000 to fund new directional maps and educational signage throughout the grounds in more than 55 languages to improve accessibility for community members.
- Oh Happy Play in the amount of \$1,500 to expand their “Learn & Play” events which provide free play-based educational enrichment for children in the community with a focus on children from under-resourced homes.
- Opening Doors in the amount of \$1,750 to assist in funding a stabilization program designed to support women transitioning into permanent housing after battling homelessness.
- Centrally Rooted in the amount of \$1,750 to support a community centered block party designed to foster neighborhood engagement and connection.

BUDGET IMPACT

\$10,000 was allocated for grant disbursement in the FY26 budget under account number 64130.

REQUESTED ACTION

I respectfully recommend the City Council approve the recommendations of the Office of Human Rights regarding the funding of the Community Support and Empowerment Grant.

Attachment

RESOLUTION NO.

AWARDING COMMUNITY SUPPORT AND EMPOWERMENT GRANT TO OPENING DOORS

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, the City Council adopted a City of Dubuque Goal 2030 of “Diverse Arts, Culture, Parks, and Recreation Experiences and Activities,” which includes community cultural experiences and programming; and

WHEREAS, the City Council stated in its vision statement that “Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;” and

WHEREAS, the 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;” and

WHEREAS, the Community Support and Empowerment Grant meets the needs of Dubuque’s vision for an equitable community; and

WHEREAS, efforts which offer community engagement activity or community education activity benefit the entirety of the community and the goals adopted by the City Council; and

WHEREAS, the grant recipient shall use grant funds to assist in funding a stabilization program designed to support women transitioning into permanent housing after battling homelessness; and

WHEREAS, the grant recipient shall focus on neighborhood integration, housing stability, and community belonging, ensuring women don’t just remain housed, but feel connected, supported, and empowered in the neighborhoods they now call home; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to strive for a welcoming and supportive community for all residents.

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

Section 1. The city Council hereby awards a Community Support and Empowerment Grant to Opening Doors.

Section 2. The City Manager or his designee shall enter into a grant agreement with Opening Doors and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

RESOLUTION NO.

**AWARDING COMMUNITY SUPPORT AND EMPOWERMENT GRANT TO DUBUQUE
ARBORETUM & BOTANICAL GARDENS**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, the City Council adopted a City of Dubuque Goal 2030 of “Diverse Arts, Culture, Parks, and Recreation Experiences and Activities,” which includes community cultural experiences and programming; and

WHEREAS, the City Council stated in its vision statement that “Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;” and

WHEREAS, the 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;” and

WHEREAS, the Community Support and Empowerment Grant meets the needs of Dubuque’s vision for an equitable community; and

WHEREAS, efforts which offer community engagement activity or community education activity benefit the entirety of the community and the goals adopted by the City Council; and

WHEREAS, the grant recipient shall use grant funds for new directional maps and educational signage throughout the grounds in more than 55 languages; and

WHEREAS, the grant recipient shall improve accessibility, navigation, and educational engagement for all visitors— particularly non-English speakers, international visitors, and individuals with visual or learning differences to create an inclusive, accessible wayfinding and educational experience across the Dubuque Arboretum & Botanical Gardens; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to strive for a welcoming and supportive community for all residents.

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

Section 1. The city Council hereby awards a Community Support and Empowerment Grant to Dubuque Arboretum & Botanical Gardens.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Arboretum & Botanical Gardens and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

RESOLUTION NO.

AWARDING COMMUNITY SUPPORT AND EMPOWERMENT GRANT TO CENTRALLY ROOTED

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, the City Council adopted a City of Dubuque Goal 2030 of “Diverse Arts, Culture, Parks, and Recreation Experiences and Activities,” which includes community cultural experiences and programming; and

WHEREAS, the City Council stated in its vision statement that “Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;” and

WHEREAS, the 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;” and

WHEREAS, the Community Support and Empowerment Grant meets the needs of Dubuque’s vision for an equitable community; and

WHEREAS, efforts which offer community engagement activity or community education activity benefit the entirety of the community and the goals adopted by the City Council; and

WHEREAS, the grant recipient shall use grant funds to support a community centered block party which will feature live music, food, youth and family activities, special Mindful Musicians classes, and opportunities to try instruments; and

WHEREAS, the grant recipient shall create a lasting impact in a neighborhood with limited access to arts, culture and wellness resources; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to strive for a welcoming and supportive community for all residents.

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

Section 1. The city Council hereby awards a Community Support and Empowerment Grant to Centrally Rooted.

Section 2. The City Manager or his designee shall enter into a grant agreement with Centrally Rooted and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

RESOLUTION NO.

AWARDING COMMUNITY SUPPORT AND EMPOWERMENT GRANT TO OH HAPPY PLAY

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, the City Council adopted a City of Dubuque Goal 2030 of “Diverse Arts, Culture, Parks, and Recreation Experiences and Activities,” which includes community cultural experiences and programming; and

WHEREAS, the City Council stated in its vision statement that “Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;” and

WHEREAS, the 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;” and

WHEREAS, the Community Support and Empowerment Grant meets the needs of Dubuque’s vision for an equitable community; and

WHEREAS, efforts which offer community engagement activity or community education activity benefit the entirety of the community and the goals adopted by the City Council; and

WHEREAS, the grant recipient shall use grant funds to host an International Day of Play event, which provide free play-based educational enrichment for children in the community with a focus on children from under-resourced homes; and

WHEREAS, the grant recipient shall offer high-impact learning opportunities that support early childhood development, raise awareness about the importance of play and its role in the development of children, and provide under-resourced families with an additional community resource; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to strive for a welcoming and supportive community for all residents.

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

Section 1. The city Council hereby awards a Community Support and Empowerment Grant to Oh Happy Play.

Section 2. The City Manager or his designee shall enter into a grant agreement with Oh Happy Play and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

Dubuque Community Support and Empowerment Grant

How would you use up to \$5K to create a greater sense of belonging by supporting and empowering Dubuque’s community members?

The City of Dubuque’s Office of Human Rights works to build a Dubuque community where everyone feels a sense of belonging, support, and empowerment by ensuring fair access to government and City services. Our work supports City staff, elected officials, community organizations, and members of the public in advancing policies and solutions to reduce, and ultimately eliminate, opportunity gaps experienced by underserved residents, allowing them to prosper.

About the Grant:

The goal of the Dubuque Community Support and Empowerment Grant is to provide funding to assist non-profits, businesses, clubs, organizations, and groups of passionate residents in implementing their ideas to make Dubuque a community where everyone feels they belong and to support community leadership in alignment with at least one of the City of [Dubuque’s Five-Year Goals](#):

- Robust Local Economy
- Livable Neighborhoods and Housing
- Financially Responsible, High-Performance City Organization
- Sustainable Environment
- Healthy and Safe Community
- Diverse Arts, Culture, Parks, and Recreation Experiences and Activities
- Connected Community

Amount of Award

A total of \$10,000 is available to be awarded through two or more grants of up to \$5,000 each. The grants will be awarded to an individual or group of individuals to implement a project that helps to achieve one or more of the goals listed above and includes a component of community education and/or engagement. We encourage new groups or individuals to apply for this funding!

Grant Availability & Application Timeline

Applications will be reviewed by the Office of Human Rights and the Human Rights Commission, which then will forward their recommendation to City Council for approval and funding.

Action	Date
Grant application open	January 1, 2026
Grant application deadline	January 31, 2026
Grant award notification deadline	February 20, 2026

Grant Guidelines

1. Grants must align with at least one [City Council Priority](#) and address at least one of the City of Dubuque’s Five-Year Goals.
2. Grants must include an education and/or engagement component.
3. Any marketing, advertising, or educational materials produced should acknowledge support from the City of Dubuque’s Office of Human Rights.
4. Grant applications are due January 31, 2026, time-stamped 12:00 AM or earlier. Applications received after

that will not be considered.

5. Project must be completed by June 1 , 2026.

Eligibility Applicants

Any person or group of individuals located within Dubuque city limits is eligible to apply. “Group” can refer to a 501(c)(3) non- profit or other Dubuque-based business, club, organization, neighborhood association, individual, or group of individuals with a specific mission, governing structure, and budget, operating under the incorporated status of a Dubuque-based fiscal agent.

Prior applications: Applicants who have received funding are not eligible for funding in consecutive years. For example, an organization that received funding in FY2025 is not eligible for funding in FY2026 but would be eligible to apply for funding in FY2027. Additionally, prior grantees’ ability to fulfill grant requirements (reporting/ reimbursements/ acknowledgement) will be considered during the scoring process. Applicants who were unsuccessful in previous applications may apply for funding using either the project originally proposed or a new project

Ineligible Applicants

- For-profit organizations or businesses.
- Any applicant based outside of Dubuque city limits.
- Any applicant with an outstanding final report associated with a prior grant award from the Office of Human Rights.

Target Audience

Proposals must target, at a minimum, residents or businesses located in the City of Dubuque. It is acceptable for the target audience to reach beyond the City of Dubuque (e . g . , Dubuque County or tristate area residents). Proposed projects that target underserved populations are encouraged.

Grant Budget

Grant applications should clearly indicate how the funds will be used. A partial match is required and can be cash or in-kind.

Reimbursement Method

The preference of the City is to reimburse grant recipients for approved expenses following the completion of the project. All receipts and a copy of the required performance report must be submitted in order to receive the final payment. If this financial arrangement is a challenge, contact the City’s Human Rights Director to discuss other options. Inability to pay for reimbursable grant expenses should not be a barrier to applying, and we are able to work with recipients to identify alternatives within reason.

Required Measurement of Impact/Success + Reporting

We want to share your successes and lessons learned with others! One requirement of this program is to measure the impact of your project. Recipients will be required to complete a final report and may be asked to present the information to the Office of Human Rights and its Commission.

In addition to the required reporting metrics, applicants are encouraged to define their own measures of success in the application. This can be telling your story through numbers, stories, photos, or video. This could mean asking attendees at an event to complete a pre- and post-survey to identify increased knowledge of a topic. We can help guide you to determine what information to collect, and final reimbursement will not be made until this information has been received. Let us know if you would like assistance in measuring your impact.

Additional Grant Information

For more information or questions, please contact the Office of Human Rights at humanrgt@cityofdubuque.org or 563-589-4190.

Apply at www.cityofdubuque.org/equitygrant

Dubuque Community Support and Empowerment Grant Proposal Evaluation Rubric

Project Title: _____

Scoring Criteria

5 = Very Good, 4 = Good, 3= Acceptable, 2= Poor, 1= Very Poor, 0 = Not Answered
 “X” replaces “0” for essential criteria. Selecting “X” disqualifies an application.

Grant Narrative

Project description and goals are clear and achievable	5	4	3	2	1	0
Project addresses and supports a need in the community	5	4	3	2	1	0
Applicant demonstrates experience and/or clearly explains capacity to complete the project	5	4	3	2	1	0

Budget

Timeline and workplan demonstrate planning to produce proposed deliverables	5	4	3	2	1	0
Budget is clear, reasonable, and detailed	5	4	3	2	1	0
Project match (in-kind or financial) is planned and explained	5	4	3	2	1	0

City Priorities

Proposed project aligns with a city plan	5	4	3	2	1	X
Proposal's impact on underrepresented persons Positive Impact=5, No impact=3; Negative impact = X	5		3			X

Community Education/Engagement

Proposed project incorporates community education and/or community engagement	5	4	3	2	1	X
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Impact

Plans to measure impact are planned and explained	5	4	3	2	1	X
Performance measures are meaningful and relevant	5	4	3	2	1	0

Notes:

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition
SUMMARY:	City Manager recommending City Council approval of the Arts & Cultural Affairs Advisory Commission's recommendation related to the 2026-27 Art on the River exhibit to be on display from August 9, 2026, through June 2027.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition
2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition

DATE: February 25, 2026

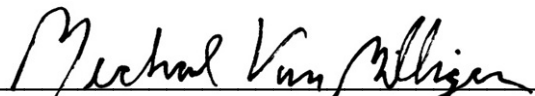
Arts & Cultural Affairs Manager Bonnie Spurling is recommending City Council approval of the Arts & Cultural Affairs Advisory Commission's recommendation related to the 2026-27 Art on the River exhibit to be on display from August 9, 2026, through June 2027. The 2026-27 Art on the River (AOTR) will be the City's 20th edition hosting this popular rotating exhibit of large-scale sculptural public art along the Mississippi Riverwalk in the Port of Dubuque.

The Commission unanimously voted on February 24, 2026, to approve the recommendation as follows:

1. Concurrence with the community review panel's 11 sculpture selections:
 - a. Mark and Hannah Ricke, "Solitude"
 - b. Chris Wubbena, "Action Reaction"
 - c. Lucas Delaney, "Topography of Stillness"
 - d. Kirk Seese, "Lumenfly"
 - e. Timothy Sprengelmeyer, "Unci Maka"
 - f. Thaeley Hozer and Danelle Jelinek, "The Key to Dubuque"
 - g. Jarod Charzewski, "Extruded Life"
 - h. Mark Hall, "Avenue Dream Catcher"
 - i. Kristin Garnant, "Cohesive Narrative"
 - j. Steve Buduo, "Air Garden II"
 - k. Nathan Pierce, "Spiritcycle"
2. Concurrence with the community panel's 4 alternate sculpture selections as needed by Staff to fill any exhibition voids that may arise if a recommended sculpture is unavailable:
 - a. Molly Spain, "Snag"
 - b. Nicole Beck, "King of Prairie Town"
 - c. David Zahn, "Of the Earth"
 - d. Chris Plaisted, "Tranquility"

There are no new budget impacts associated with this request. The request uses approved FY27 budget allocations dedicated to Art on the River; the FY27 Art on the River budget provides up to 11 stipends of \$1,800 per sculpture with travel reimbursements of up to \$200 per artist.

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
Bonnie Spurling, Arts & Cultural Affairs Manager
Jenny Larson, Chief Financial Officer



Economic Development Department
Office of Arts & Cultural Affairs
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Mike Van Milligen, City Manager

FROM: Bonnie Spurling, Arts & Cultural Affairs Manager

SUBJECT: Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition

DATE: February 24, 2025

INTRODUCTION

This memorandum presents the recommended 2026-27 Art on the River sculpture selections as curated by a community jury panel and supported by the Arts & Cultural Affairs Advisory Commission (the Commission) for approval by the City Manager and City Council.

BACKGROUND

The 2026-27 Art on the River (AOTR) will be the City's 20th edition hosting this popular rotating exhibit of large-scale sculptural public art along the Mississippi Riverwalk in the Port of Dubuque. Each year, the program cultivates a new open-air gallery and community events that engage residents and visitors in a multi-faceted experience of one of our most significant and unique attractions, the Mississippi River. Sculptures are sourced through an open call and available for private purchase for a period of one-year; the 2026-27 exhibit will be on display from August 9, 2026, through June 2027.

DISCUSSION

Art on the River is produced annually and promoted throughout by the Office of Arts & Cultural Affairs in tandem with community volunteers and City staff. The current AOTR Planning Committee includes Commissioners Shirley Davis-Orwell and Gail Chavelelle, community members, Ryan Decker and Gina Siegert. The Planning Committee, in concurrence with the Commission, used the following process to arrive at this year's recommendation.

Theme: The theme "Stillness in the Driftless" was drafted by the Planning Committee and approved by the Commission to recruit submissions that invite artists to explore the quiet strength and reflective beauty of the Driftless landscape. This theme celebrates moments of pause and presence, and how stillness reveals connection, renewal, and belonging within Dubuque's riverfront environment.

Selection Process: AOTR sculptures are identified through an international open call for art and community-driven selection process. Program guidelines are posted online and

advertised broadly. Any interested artist can submit up to 3 entries for consideration at no cost through our online application portal. There is generally a 6-week window between when the call is released and when submissions are due. This year, we received 53 unique applications from 32 artists representing 12 states in the US.

The Planning Committee engages 3 community members based on their expertise in public art, visual art exhibit curation, and / or in relation to the exhibit's theme to provide an objective recommendation of works to be exhibited from the submissions received. This year's 'community juror panel' included:

- Glenn Williams – Associate Professor of Art and Area Head of Sculpture, University of Wisconsin-Milwaukee, Milwaukee, WI
- Ellen Henkels – Dubuque Visual Arts Educator and Teaching Artist, Dubuque, IA
- Bryce Taylor – College Professor, Loras College, Dubuque, IA

Panelists independently review, score, and comment on submissions based on the criteria below:

- Theme Appropriateness: How well does the sculpture speak, both visually and through the artist's statements, to the 'Stillness in the Driftless' theme?
- Artistic Creativity: Does the making or presentation of the work demonstrate innovative, original approaches in bold, thoughtful, and / or well-crafted ways?
- Aesthetic Value: Will the work attract the public's attention? To what degree will the work add to the Riverwalk's natural or built landscape?
- Structural Integrity: Will the sculpture structurally stand up against the elements?

After all scores were entered and then reviewed by Staff, panelists met virtually with Staff to collectively curate the exhibit based on said scoring. Until these final curating discussions, information that identifies the applying artist is absent from the process to support unbiased review of applications.

Recommendation: The panelists' recommendation of 11 sculptures for exhibit plus 4 alternates were presented to the Commission for consideration on February 24, 2026. No additional installation concerns have been noted at this time. The Commission unanimously voted on February 24, 2026, to approve the recommendation as follows:

1. Concurrence with the community review panel's 11 sculpture selections:
 - a. Mark and Hannah Ricke, "Solitude"
 - b. Chris Wubbena, "Action Reaction"
 - c. Lucas Delaney, "Topography of Stillness"
 - d. Kirk Seese, "Lumenfly"
 - e. Timothy Sprengelmeyer, "Unci Maka"
 - f. Thaeley Hozer and Danelle Jelinek, "The Key to Dubuque"
 - g. Jarod Charzewski, "Extruded Life"
 - h. Mark Hall, "Avenue Dream Catcher"
 - i. Kristin Garnant, "Cohesive Narrative"
 - j. Steve Buduo, "Air Garden II"
 - k. Nathan Pierce, "Spiritcycle"

2. Concurrence with the community panel's 4 alternate sculpture selections as needed by Staff to fill any exhibition voids that may arise if a recommended sculpture is unavailable:
 - a. Molly Spain, "Snag"
 - b. Nicole Beck, "King of Prairie Town"
 - c. David Zahn, "Of the Earth"
 - d. Chris Plaisted, "Tranquility"

BUDGET IMPACTS

There are no new budget impacts associated with this request. The request uses approved FY27 budget allocations dedicated to Art on the River; the FY27 Art on the River budget provides up to 11 stipends of \$1,800 per sculpture with travel reimbursements of up to \$200 per artist.

RECOMMENDATIONS

Staff requests the City Manager and City Council approve the Arts & Cultural Affairs Advisory Commission's recommendation noted above related to the 2026-27 Art on the River exhibit.

Following City Manager and City Council approval of the above, agreements as reviewed by the City Attorney's Office, will be presented to Artists for signature and forwarded to the City Manager for execution.

Cc: Jill Connors, Economic Development Director
Jenny Larson, Chief Financial Officer

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	FY26 Budget Amendment No. 2 Request, Reallocation of Sanitary Construction Funds to support Various Sanitary Sewer Fund Projects Identified as High Priority
SUMMARY:	City Manager recommending approval to reallocate sanitary sewer funding from Schmitt Island Sanitary Improvements (Project CIP # 5581500049) to the following sanitary sewer fund projects that have been identified as high priority due to prioritization of sewer system needs or to meet anticipated development schedules: \$700,000 to Brunskill Rd Collector Sewer Recon (Project CIP #5581500045) and \$900,000 to Greeley St Sewer Recon (Project CIP # to be determined).
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY26 Budget Amendment No. 2 Request, Reallocation of Sanitary Construction Funds to support Various Sanitary Sewer Fund Projects Identified as High Priority

DATE: February 26, 2026

Assistant Public Works Director - Project Manager Maxwell O'Brien is recommending City Council approval to reallocate sanitary sewer funding from Schmitt Island Sanitary Improvements (Project CIP # 5581500049) to the following sanitary sewer fund projects listed below that have been identified as high priority due to prioritization of sewer system needs or to meet anticipated development schedules:

- **\$700,000** from Schmitt Island Sanitary Improvements (Project CIP #5581500049) to Brunskill Rd Collector Sewer Recon (Project CIP #5581500045)
-
- **\$900,000** from Schmitt Island Sanitary Improvements (Project CIP #5581500049) to Greeley St Sewer Recon (Project CIP # to be determined)

Reallocating the sanitary sewer construction funding from the Schmitt Island Sanitary Improvement Project to the above listed high priority sanitary fund projects (2 total) will facilitate the accelerated schedules required for each project to address known maintenance and I&I concerns throughout the City.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Arielle Swift, Public Works Director
Maxwell O'Brien, Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer

Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director
Gus Psihoyos, City Engineer
Todd Irwin, Water Resources Project Supervisor
Chris Lester, Water Department Director
Eldon Schneider, Water Project Supervisor

TO: Michael C. Van Milligen, City Manager

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

SUBJECT: FY26 Budget Amendment No. 2 Request, Reallocation of Sanitary Construction Funds to support Various Sanitary Sewer Fund Projects Identified as High Priority

DATE: February 26, 2026

INTRODUCTION

The purpose of this memo is to seek approval to reallocate sanitary sewer funding from Schmitt Island Sanitary Improvements (Project CIP # 5581500049) to the following sanitary sewer fund projects listed below that have been identified as high priority due to prioritization of sewer system needs or to meet anticipated development schedules:

- Brunskill Rd Collector Sewer Recon (Project CIP # 5581500035)
- Greeley Street Sewer Recon (Project CIP # to be determined)

BACKGROUND

The Schmitt Island Sanitary Improvements Project had an original CIP allocation of \$2,640,000 in sanitary sewer construction funding, as well as \$218,380 in ARPA funding, to design and to construct the sanitary sewer improvements for the north half of Schitt Island. On May 7, 2024, the City advertised a Request for Qualifications (RFQ) to retain a professional service consultant to aid the City in further evaluating the existing collection and pumping systems that transport sanitary sewage in the Dog Track Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure within the sewer service area, and to design and construct the recommended improvements. Due to the complexity of this project, it was determined that the project will be split into multiple task orders, with the initial task order encompassing data collection, alternatives analysis, and the stakeholder engagement process. Results of the initial task order will determine the additional design and construction related task orders required to complete the project. On December 18, 2024, the City entered into the second task order for the detailed design and bidding services phase of the project.

The detailed design progressed and was nearing advertisement for construction. In October 2025, the project was presented to the Schmitt Island Design Review Committee for final approval, however it was determined by the representatives from the Dubuque Racing Association (DRA) that the proposed lift station location was no longer acceptable. Staff met with members of the DRA and it was determined in November 2025 that the lift station would be relocated and the system improvements would be redesigned to accommodate the new lift station location. Staff has identified an alternate less expensive interim design that will only need some of the funds and will most certainly last for years. This includes installation of a series of grinder e-one pumps and small diameter force mains that would allow the City

to abandon the existing casino lift station that has history of significant maintenance and odor issues. Staff preliminarily estimates that this additional work to abandon the existing lift station can be completed for approximately \$300,000, possibly ahead of the amphitheater project grand opening in June 2026.

There are approximately \$2.2M of sanitary sewer construction funds available within the project that will not be able to be fully encumbered before the end of the fiscal year. Staff are recommending that approximately \$500,000 of those funds remain with the project to account for the above described ongoing efforts, but the remaining approximately \$1.7M of funds be reallocated to other high risk sewer projects identified by staff.

DISCUSSION

The first project identified is the Brunskill Rd Collector Sewer Recon (CIP 5581500045). This project provides for the reconstruction of the sanitary sewer collector located just north of Brunskill Road from the Brunskill Road Bridge 800 feet to the East. This will address the maintenance concerns regarding root intrusion and reduce the inflow and infiltration identified in this portion of the sanitary sewer system. This project will also stabilize and protect the sanitary sewer from creek flows. Currently, segments of the sewer are exposed within the creek embankments. The project was previously funded, however funds were utilized to in 2024 to repay expired SRF loans for other sanitary sewer project. Funds for this project have been requested in FY26 and FY27, however it has remained below the line in overall priorities. Completion of this project will address major maintenance concerns and help to reduce inflow and infiltration (I&I) within the North Fork Catfish Creek sewer basin, which is currently exceeding capacity and limiting the City's ability to accept flows from new developments within the basin. Reallocation of the existing FY26 funds from the Schmitt Island Sanitary project to this project would allow the removal of the FY27 CIP request.

The second project identified is the Greeley St Sewer Recon (CIP to be determined). This project provides for the reconstruction of approximately 650 feet (existing alignment) of 6-inch diameter vitrified clay sanitary sewer along Broadway Street and south of Broadway Street. The existing 6-inch sewer will be replaced with 8-inch diameter PVC sanitary sewer. The existing 6-inch diameter vitrified clay sanitary sewer has been identified as failed and causing undermines in the roadway. The extent of failure to the sanitary sewer prevents singular point repairs and requires full replacement, which will also require relocation of the water main to provide for compliant separation distances from the sanitary sewer. This roadway was identified in the mill and overlay program, however utility replacements will be necessary prior to resurfacing or reconstruction of the roadway. Since the initial FY27 CIP request submittal, the sewer has further deteriorated and additional undermines have opened in the roadway, causing safety concerns to the traveling public and adjacent residents. Reallocation of the existing FY26 funds from the Schmitt Island Sanitary project to this project would allow the removal of the FY27 CIP request.

This request was originally submitted January 26, 2026. A meeting to discuss was requested by the City Manager's Office, which was scheduled and held on February 3, 2026. After this meeting, this item was also discussed in sanitary sewer budget review meetings and related discussions on February 6, 2026 and February 17, 2026. During the discussion on February

17, 2026, this proposal was verbally accepted and direction was provided to move forward. The original January 26, 2026 memorandum has been updated to note the dates of the follow up discussions.

RECOMMENDATION

I recommend reallocating the following sanitary sewer construction funding amounts:

- **\$700,000** from Schmitt Island Sanitary Improvements (Project CIP #5581500049) to Brunskill Rd Collector Sewer Recon (Project CIP #5581500045)
- **\$900,000** from Schmitt Island Sanitary Improvements (Project CIP #5581500049) to Greeley St Sewer Recon (Project CIP # to be determined)

BUDGET IMPACT

If approved, the FY26 Budget Amendment No. 2 would reflect reallocating the funding amounts summarized by funding source in the table below:

CIP	Project	Fund Source	Balance as of January 21, 2026	Proposed Amendment	Amendment #2 Balance
5581500049	Schmitt Island Sanitary Improvements	Sanitary Sewer Construction Funds (611)	\$2,176,918.42	(\$1,600,000)	\$576,918.42
5581500045	Brunskill Rd Collector Sewer Recon	Sanitary Sewer Construction Funds (611)	\$0	\$700,000.00	\$700,000.00
TBD	Greeley St Sewer Recon	Sanitary Sewer Construction Funds (611)	\$0	\$900,000.00	\$900,000.00

Reallocating the sanitary sewer construction funding from the Schmitt Island Sanitary Improvement Project to the above listed high priority sanitary fund projects (2 total) will facilitate the accelerated schedules required for each project to address known maintenance and I&I concerns throughout the City.

ACTION TO BE TAKEN

I respectfully request approval to reallocate funding amounts as described above as part of the upcoming FY26 Budget Amendment #2 and to assign a new CIP # for the Greeley St Sewer Recon project.

Prepared by Maxwell O'Brien

cc: Jenny Larson, Chief Financial Officer
Laura Berndorf, Budget Manager
Arielle Swift, Public Works Director
Gus Psihoyos, City Engineer
Todd Irwin, Water Resources Project Supervisor
Chris Lester, Water Department Director
Eldon Schneider, Water Project Supervisor

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque, Iowa

SUMMARY: City Manager recommending City Council approval of a resolution setting a public hearing for March 16, 2026 for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to Jeremy L. and Andrea E. Biedermann.
RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To An Agreement Between The City Of Dubuque And Jeremy L. And Andrea E. Biedermann

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 16, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa
2. 1 Staff Memo set ph biedermann
3. 2 Resolution set ph biederamnn
4. 3 26_01_15 Purchase Agreement for the Sale of City Owned Property B
5. 4 Cedar Crest Ct Exhibit A 06132024
6. 5 crf place no 21 recorded
7. 6 Notice of Public Hearing biedermann

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

DATE: February 23, 2026

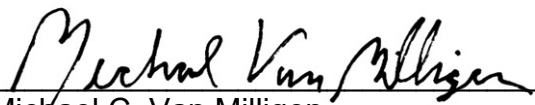
City Engineer Gus Psihoyos is recommending City Council approval of a resolution setting a public hearing for March 16, 2026 for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to Jeremy L. and Andrea E. Biedermann.

This property was deeded to the City along with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15.

The agreements include the following provisions:

- Purchase price of \$1 for each of the properties
- Each of the three property owners are responsible for one-third of the total surveying, public notice, and recordation costs
- Subject properties from City cannot be developed in the future unless combined with the current private properties
- The City has reserved a 100' sanitary sewer and recreational trail easement near the railroad and Catfish Creek over the properties to be sold to the private property owners for possible future improvements

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: February 20, 2026

RE: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

INTRODUCTION

This memorandum requests City Council approval of a resolution setting a public hearing for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa.

BACKGROUND

The City of Dubuque is the current owner of the real property described as Lots 1, 2, 3 and 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa. This property was deeded to the City along with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15.

Recently, the City was contacted by the adjacent property owners on Cedar Crest Court with inquiries about acquiring portions of the subject property for a proposed residence and possible expansions of commercial businesses in the future.

DISCUSSION

The City has drafted and executed agreements with three adjacent property owners which are JJR Investments LLC, BNZ Properties, LLC, and Jeremy and Andrea Biedermann. Red Squirrell Development, LLC and BM Properties LLC were contacted by the City and they have waived their right to purchase their respective portions. BNZ Properties, LLC and Jeremy and Andrea Biedermann have agreed to split the Red Squirrell Development, LLC and BM Properties LLC portion equally.

The agreements include the following provisions:

- Purchase price of \$1 for each of the properties
- Each of the three property owners are responsible for one-third of the total surveying, public notice, and recordation costs
- Subject properties from City cannot be developed in the future unless combined with the current private properties
- The City has reserved a 100' sanitary sewer and recreational trail easement near the railroad and Catfish Creek over the properties to be sold to the private property owners for possible future improvements

Per Resolution No. 159-25 the City Council approved the Final Plat of Cedar Ridge Farm Place No. 21 dividing the subject City property to facilitate the sale of the lots/areas per the agreements with the three private property owners.

The currently proposed disposition is described below and as shown in the attached property owner agreements:

- Lot 4 of Cedar Ridge Farm Place No. 21 to Jeremy L. and Andrea E. Biedermann

The conveyance of the subject property to Biedermann was previously delayed due to an ongoing floodplain permitting issue between the property owner, the City, and the Iowa DNR. The City Attorney's office has revised the Biedermann purchase agreement to include contingencies related to this issue and the property owner and City Manager have executed the revised agreement.

BUDGET IMPACT

None

RECOMMENDATION

I respectfully request that the properties be conveyed to Jeremy L. and Andrea E. Biedermann, as indicated above, and that a public hearing be set for the disposition of the City's interest in the subject areas on March 16, 2026, through adoption of the enclosed resolution.

RESOLUTION NO. _____-26

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE LOCATED NORTH OF CEDAR CREST COURT PURSUANT TO AN AGREEMENT BETWEEN THE CITY OF DUBUQUE AND JEREMY L. AND ANDREA E. BIEDERMANN

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property described as Lots 1, 2, 3 and 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa; and

Whereas, City and Jeremy L. and Andrea E. Biedermann have entered into an Agreement for the sale of City property described as Lot 4 of Cedar Ridge Farm Place No. 21 lying north of and adjacent to the Biedermann's property off of Duggan Drive to Jeremy L. and Andrea E. Biedermann; and

Whereas, per Resolution No. 159-25 the City Council approved the Final Plat of Cedar Ridge Farm Place No. 21 dividing City land to facilitate the sale of the properties per the Jeremy L. and Andrea E. Biedermann agreement; and

Whereas, the Code of Iowa requires that the City Clerk publish notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. That the City of Dubuque intends to dispose of its interest in Lot 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa by quit claim deed to Jeremy L. and Andrea E. Biedermann pursuant to the executed Agreement attached hereto.

Section 2. 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 dispose of the foregoing-described Property, to be held on the 16th day of March, 2026, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That a public hearing, and/or by virtual means, on the intent to dispose of Lot 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa, per Sections 1 above is hereby set for the 16th day of March, 2026, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**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 re-vest 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.

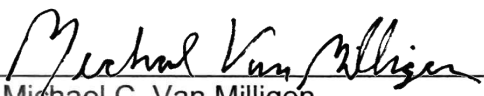
5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

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

JEREMY & ANDREA BIEDERMANN

By: 
Michael C. Van Milligen
City Manager

By: 
Jeremy L. Biedermann

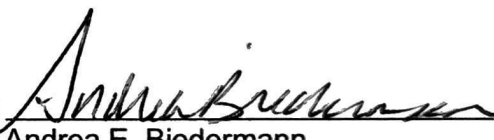
By: 
Andrea E. Biedermann

EXHIBIT A

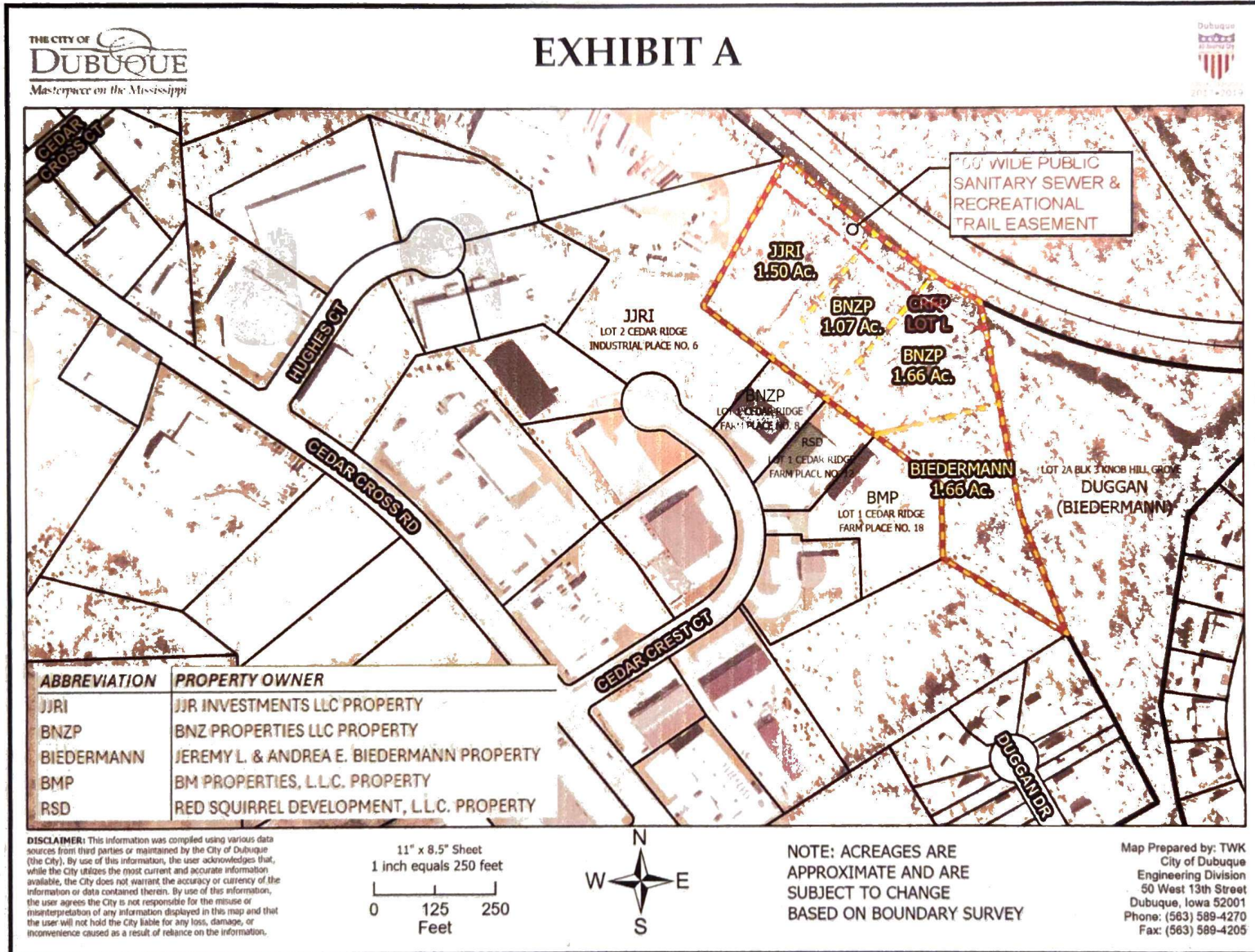
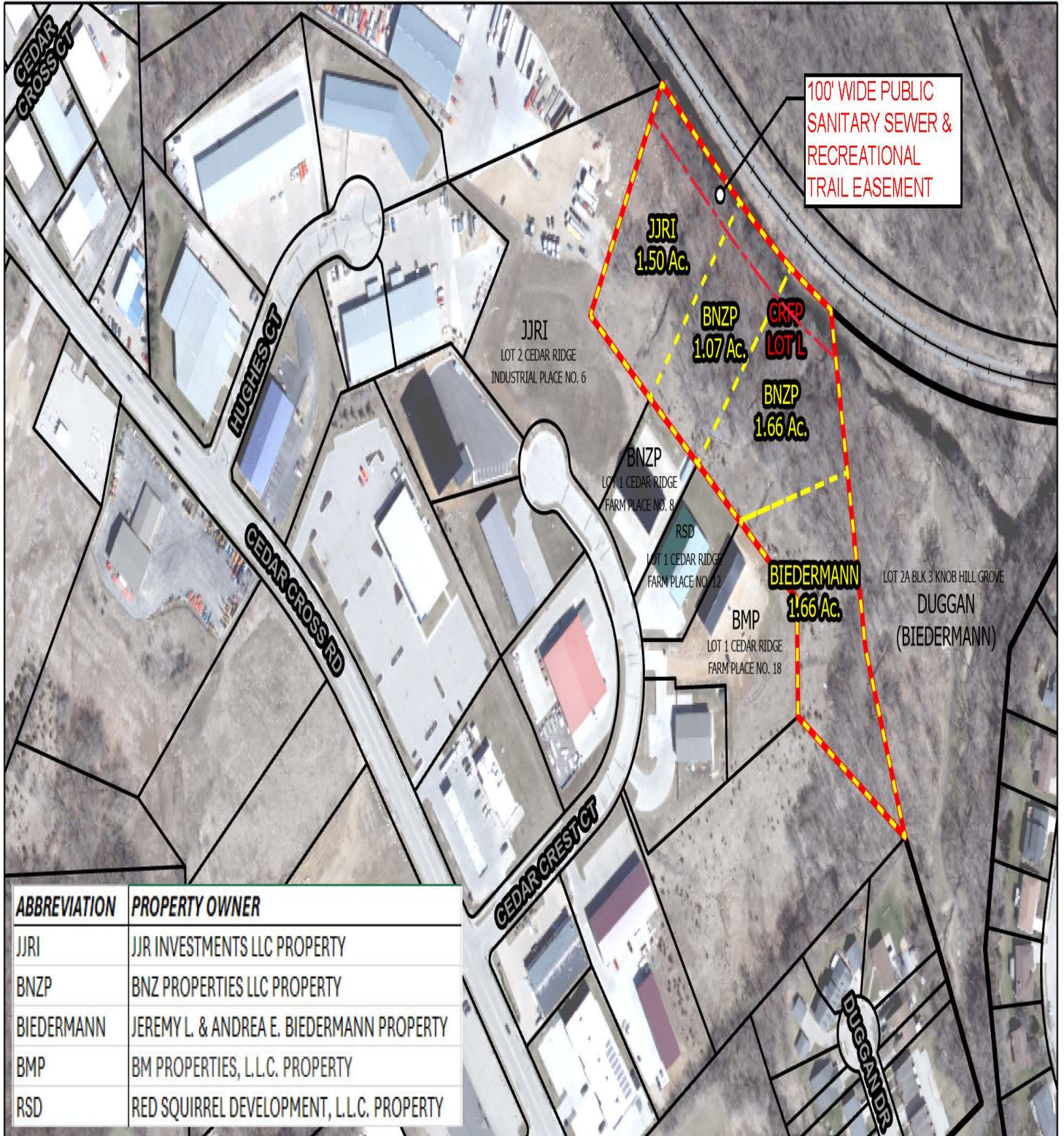


EXHIBIT A



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



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

Final Plat of:
CEDAR RIDGE FARM PLACE NO. 21,
in the City of Dubuque, Iowa

INDEX LEGEND

Location: Cedar Ridge Farm Place No. 21
NE1/4 of Section 34, T89N, R2E of the 5th P.M., Dubuque County, Iowa

Requestor: Nate Kieffer - City of Dubuque

Proprietor: Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa
City of Dubuque - 50 West 13th St., Dubuque, IA 52001

Surveyor: Terry L. Koelker

Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

NOTE

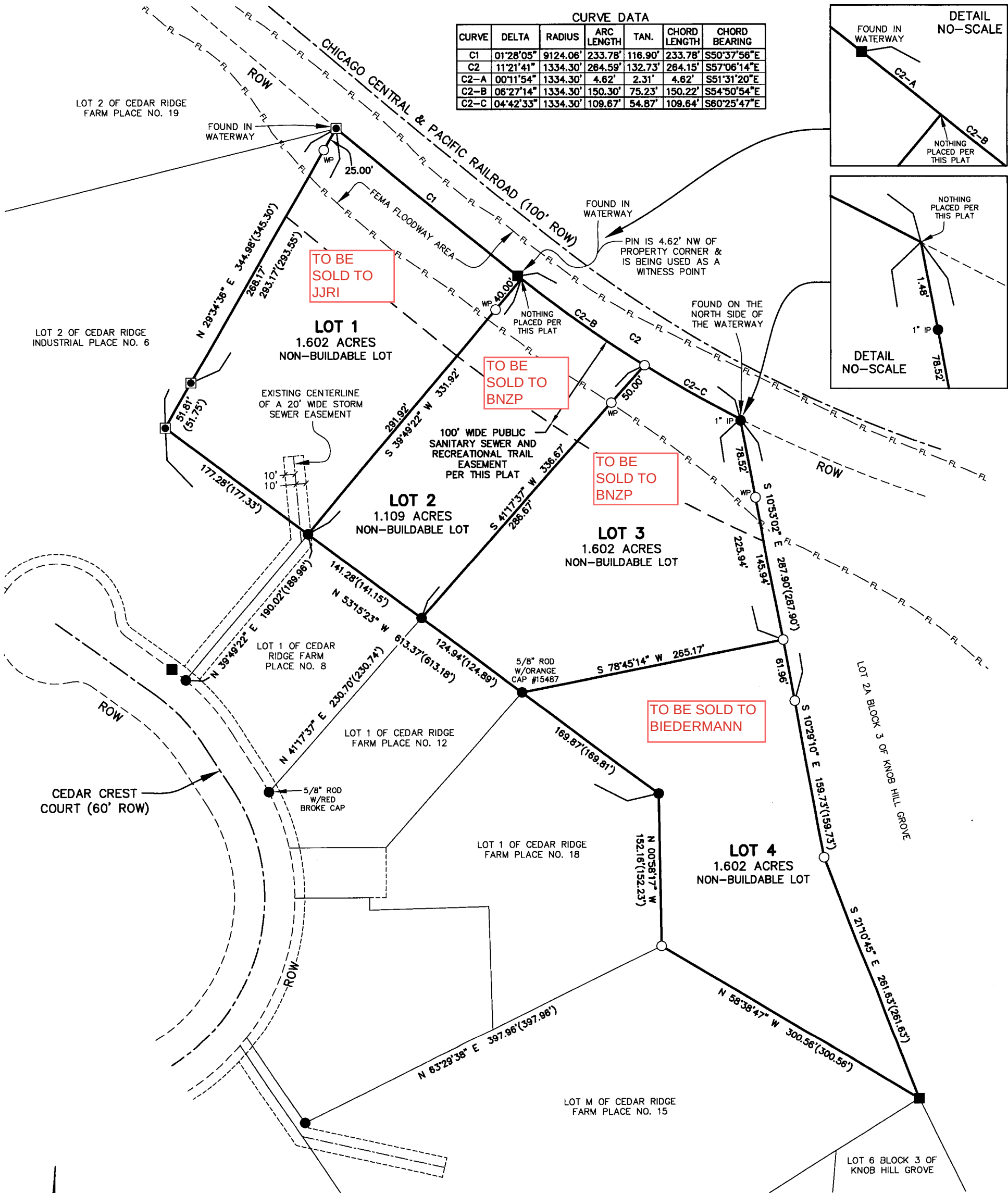
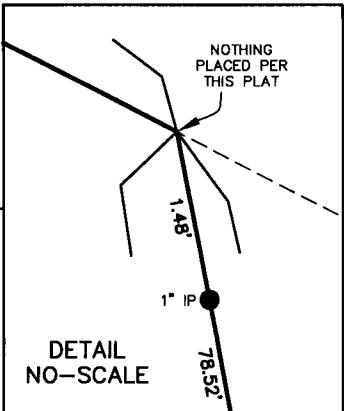
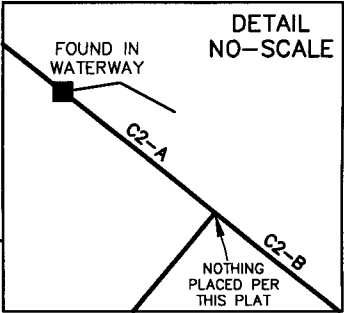
THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA



Doc ID: 011412530007 Type: GEN
Kind: SUBDIVISION PLAT
Recorded: 09/26/2025 at 01:18:26 PM
Fee Amt: \$37.00 Page 1 of 7
Dubuque County Iowa
Ann E. Sweeney Recorder
File **2025-00010350**

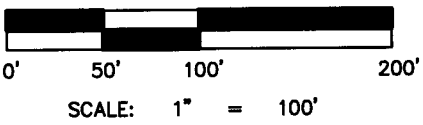
PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

CURVE DATA						
CURVE	DELTA	RADIUS	ARC LENGTH	TAN.	CHORD LENGTH	CHORD BEARING
C1	01°28'05"	9124.06'	233.78'	116.90'	233.78'	S50°37'56"E
C2	11°21'41"	1334.30'	264.59'	132.73'	264.15'	S57°06'14"E
C2-A	00°11'54"	1334.30'	4.62'	2.31'	4.62'	S51°31'20"E
C2-B	06°27'14"	1334.30'	150.30'	75.23'	150.22'	S54°50'54"E
C2-C	04°42'33"	1334.30'	109.67'	54.87'	109.64'	S60°25'47"E



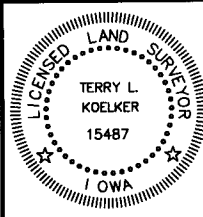
LEGEND

- FOUND 5/8" ROD W/RED CAP #21408 (UNLESS OTHERWISE NOTED)
- FOUND 5/8" ROD W/RED CAP #12631
- ◐ FOUND 1/2" ROD W/YELLOW CAP #14417
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- - - PROPERTY LINE
- - - RIGHT OF WAY LINE
- - - EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - CENTERLINE
- - - RECORD DIMENSION
- - - FEMA FLOODWAY AREA
- WP WITNESS POINT



NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5.915 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

3/12/25 (DATE)

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

BUESING & ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH
SURVEY DATE: 2/11 & 19/2025
DWG. NO. 24394-01

CHECKED BY: TLK
PLOT DATE: 3/12/2025
SCALE: 1" = 100'

SHEET 1 OF 4

3700 City Engineer

Surveyor's Certificate

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa. The Total area of **CEDAR RIDGE FARM PLACE NO. 21** is 5.915 acres. Total area of **Lot 1** is 1.602 acres. Total area of **Lot 2** is 1.109 acres. Total area of **Lot 3** is 1.602 acres. Total area of **Lot 4** is 1.602 acres. All Lot areas are more or less and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or shall be placed within one year from the date this plat is recorded.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

BY: 
Terry L. Koelker
Licensed Land Surveyor
License No. 15487

3/12/25
Date
License Renewal Date: 12/31/25

Owner's Consent

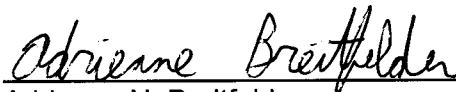
Dubuque, Iowa

May 20, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. The City of Dubuque hereby reserves the 100' wide public sanitary sewer and recreational trail easement as shown on the face of this plat.

City of Dubuque, Iowa

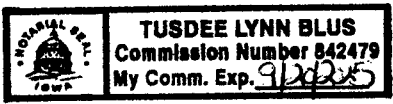

Brad Cavanagh, Mayor


Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this 20 day of May, AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being duly sworn did say that the said Brad Cavanagh is the Mayor and the said Adrienne N. Breitfelder is the City Clerk of the City of Dubuque, Iowa, and that the seal affixed to the above instrument was signed and sealed on behalf of said City of Dubuque, Iowa, by authority of the City Council of said city, and that said Brad Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

Witness my hand and Notarial Seal on the date above written.




Notary Public in and for the State of Iowa
My Commission Expires 9/20/2025

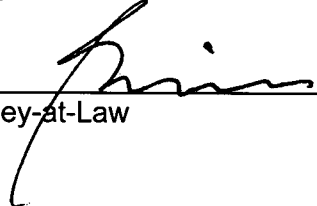
Attorney's Certificate

Dubuque, Iowa

Sept 25, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, Iowa, according to plats thereof covering the period from government entry to July 16, 2025 8 AM certified on that date by DUBUQUE COUNTY ABSTRACT & TITLE COMPANY, LLC and find that said abstract shows good and merchantable title to said real estate in the City of Dubuque, Iowa, free and clear of all liens and encumbrances and shows taxes paid including taxes for the year 2025, subject to edgements of record.



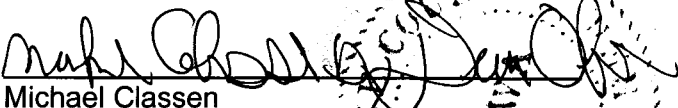
Attorney-at-Law

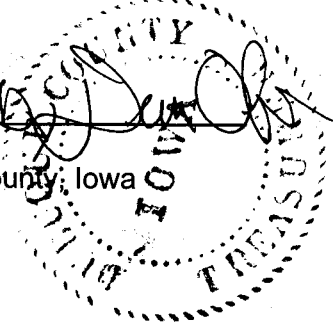
County Treasurer's Certificate

Dubuque, Iowa

09/26, 2025

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, IA, have been paid and said real estate is free from taxes as of this date.


Michael Classen
Treasurer of Dubuque County, Iowa



City of Dubuque Planning Services

Dubuque, Iowa

5-19, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

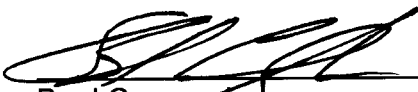

Wally Wernimont, City Planner
City of Dubuque, IA

City of Dubuque, Iowa

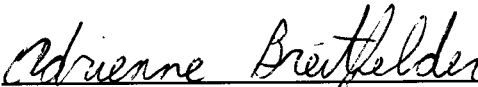
Dubuque, Iowa

May 20, 2025

The undersigned, Brad Cavanagh, Mayor, and Adrienne N. Breitfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa as stated and as shown, to the public, as appears heretofore has been filed on the 19th day of May, 2025 as resolution # 159-25 in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.



Brad Cavanagh
Mayor of the City of Dubuque, IA



Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

Dubuque, Iowa Zoning Advisory Commission May 7, 2025

The foregoing plat, **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Dubuque County, Iowa, is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Iowa is hereby recommended.

Mark Munka
Chairman
Dubuque Zoning Advisory Commission

Dubuque, Iowa City Assessor's Certificate 9-25, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

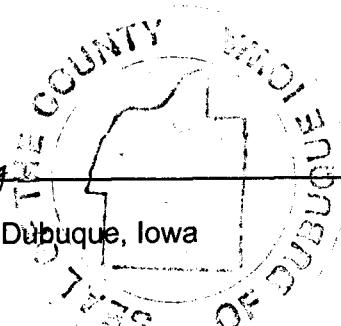
Troy W Patzner
Troy Patzner
City Assessor, City of Dubuque, IA

Dubuque, Iowa County Auditor September 26, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the office of the Dubuque County Auditor this 26 day of September, 2025.

We approve of the subdivision name or title to be recorded.

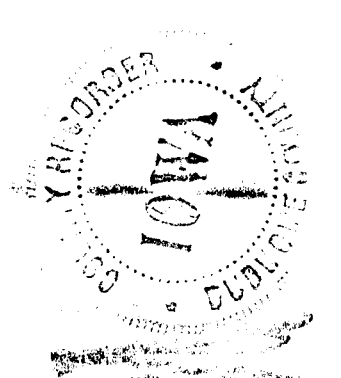
Keith Lucy
Keith Lucy
County Auditor of Dubuque, Iowa
to September



Dubuque, Iowa Recorder's Certificate September 26, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, has been reviewed by the Dubuque County Recorder.

Karol Kennedy Ann E. Sweeney
Karol Kennedy Ann E. Sweeney
Dubuque County Recorder



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. 159 - 25

**A RESOLUTION APPROVING THE FINAL PLAT CEDAR RIDGE FARM
NO. 21, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat Cedar Ridge Farm No. 21 in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage for Lot 1, Lot 2, Lot 3, and Lot 4 of Cedar Ridge Farm No. 21.

Section 2. That the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 19th day of May 2025.

By: _____


Brad M. Cavanagh, Mayor

ATTEST:

By: Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

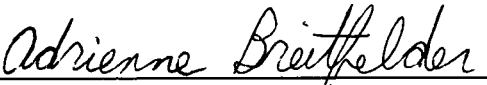
CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Adrienne N. Breitfelder, City Clerk, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 159-25** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 26th day of September 2025.



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 March, 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 dispose of an interest in City of Dubuque real estate located north of Cedar Crest Court, legally described as Lot 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa, pursuant to agreements between the City of Dubuque and Jeremy L. and Andrea E. Biedermann.

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 March 2026.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 - Initiate Public Bidding Process and Setting Date for a Public Hearing

SUMMARY: City Manager recommending City Council grant preliminary approval of the construction plans and specifications, estimated construction amount of \$298,000; and establish March 16, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 through adoption of the attached resolution.

RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3: 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 March 16, 2026

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 3 Set Public Hearing
2. 2026 PW Overlay Curb Ramp Bid Package 3 - Staff Council Initiate Set PH MEMO
3. 2026 PW Overlay Curb Ramp Bid Package 3 - Council Initiate RESOLUTION
4. 2026 PW Overlay Curb Ramp Bid Package 3 - Notice of Public Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 3
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5421000002

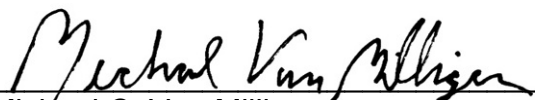
DATE: February 26, 2026

Assistant City Engineer Robert Schiesl is recommending City Council grant preliminary approval of the construction plans and specifications, estimated construction amount of \$298,000; and establish March 16, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 through adoption of the attached resolution.

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 will provide for the replacement of 45 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 1 storm sewer intake and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- 28th St. from Jackson St. to Washington St. - 6 Ramps
- 29th St. from Jackson St. to Washington St. - 8 Ramps
- 30th St. & Jackson St. - 3 Ramps
- Diagonal St. & Traut Terrace - 2 Ramps
- Broadway St. from 24th St. to 28th St. - 12 Ramps
- Fulton St. & Monroe St. - 3 Ramps
- Argyle St. from Goethe St. to Groveland Pl. - 5 Ramps
- Windsor Ave. from Goethe St. to Euclid St. - 6 Ramps

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
Arielle Swift, Public Works Director
Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Public Works

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 3
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5421000002
DATE: February 25, 2026

INTRODUCTION

This memorandum requests the City Council approval and authorizes the initiation of the public improvement construction bidding process and sets a public hearing date for March 16th, 2026, for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility challenges to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) standard. These are the most current standards to use for facilities in public right-of-way and addressed issues brought up since the original ADA standards were developed. Both the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) adopted PROWAG and require all cities that receive federal or state funding to follow these standards.

DISCUSSION

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 will provide for the replacement of 45 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 1 storm sewer intake and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- 28th St. from Jackson St. to Washington St. - 6 Ramps
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- Fulton St. & Monroe St. - 3 Ramps
- Argyle St. from Goethe St. to Groveland Pl. - 5 Ramps
- Windsor Ave. from Goethe St. to Euclid St. - 6 Ramps

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	March 2, 2026
Publish Notice to Bidders, Advertise for Bids	March 6, 2026
Notice of Public Hearing on Plans and Specs	March 6, 2026
Public Hearing on Plans and Specs	March 16, 2026
Receipt of Bid Proposals	March 26, 2026
Award Construction Contract	April 6, 2026
Completion Date	September 18, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3. 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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 298,000.00
Contingency	29,800.00
Engineering Design and Administration	25,000.00
Total Project Cost	\$ 352,800.00

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	\$ 352,800.00
Total Construction Project Funding		\$ 352,800.00

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish March 16th, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Jenny Larson, Chief Financial Officer Arielle Swift, Public Works Director

Nathan Steffen, Civil Engineer Brian Wulfekuhle, Public Works

F:\0row\0-Projects\2026\2026 PW RAMPS\Bid Package 3

RESOLUTION NO. ____ -26

**2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM
SIDEWALK CURB RAMP PROJECT - BID PACKAGE 3**

**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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 will include providing all labor, equipment, and materials to install 45 ADA accessible curb ramps along 28th Street, 29th Street, 30th Street, Diagonal Street, Broadway Street, Fulton Street, Argyle Street and Windsor Avenue. In relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

**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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 in the estimated construction amount \$298,000, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 16th day of March, 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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3, 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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3, 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 26th day of March, 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 6th day of April, 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

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

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 16th day of March, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hear the plans, specifications, form of contract and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3.

The scope of the Project is as follows: all labor, equipment, and materials to install 45 ADA accessible curb ramps along 28th Street, 29th Street, 30th Street, Diagonal Street, Broadway Street, Fulton Street, Argyle Street and Windsor Avenue. In relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

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 March 2026.

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE: Setting a Public Hearing - Ham House Lease Third Amendment

SUMMARY: City Manager recommending City Council set a public hearing for March 16, 2026, regarding a Third Amendment to the Lease Agreement between the City of Dubuque and Dubuque County Historical Society.
RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Third Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society And Providing For The Publication Of Notice Thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 16, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing - Ham House Third Amendment to Lease Agreement
2. Staff Memo Setting Public Hearing Ham House Lease 3rd Amendment 2-2026
3. Ham House 3rd Amendment Public Hearing Lease Resolution
4. Public Notice Ham House Lease 3rd Amendment 2-2026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

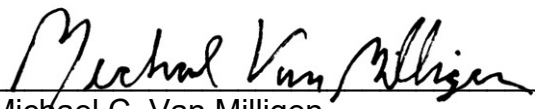
SUBJECT: Setting a Public Hearing - Ham House Third Amendment to Lease Agreement

DATE: February 23, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council set a public hearing for March 16, 2026, regarding a Third Amendment to the Lease Agreement between the City of Dubuque and Dubuque County Historical Society.

The Parks and Recreation Commission reviewed the Third Amendment and unanimously approved the recommendation at their February 10, 2026, meeting.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Steve Fehsal, Park Division Manager
Jared Charland, Project and Facilities Manager
Kurt Strand, President and CEO Dubuque County Historical Society

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Setting a Public Hearing - Ham House Third Amendment to Lease Agreement
DATE: February 20, 2026

INTRODUCTION

This memorandum requests the City Council to set a public hearing for March 16, 2026, regarding a Third Amendment to the Lease Agreement between the City of Dubuque and Dubuque County Historical Society.

BACKGROUND

The Second Amendment was brought to the City Council on December 2, 2024. In the memo stated the following:

Dubuque County Historical Society requested an extension to the Term and clarifications to the Lease Agreement. This Second Amendment allows grant funders to approve funding based upon the long-term commitment of the City and Dubuque County Historical Society to continue its current relationship as outlined in the original Lease Agreement approved in 2006. The relationship has been beneficial to both parties. The Historical Society specializes in historic structures and the interpretation of those assets. The City specializes in capital projects related to facilities owned by the City. Mathias Ham House and its buildings and grounds are owned by the City of Dubuque.

The current Lease Agreement has a Term ending on May 31, 2031. The Second Amendment would extend the Term to May 31, 2054. The Second Amendment also

The second amendment also clarified specifics related to the lease. The Amendment passed at this Council meeting.

DISCUSSION

The City provided a letter of authorization on behalf of the City of Dubuque in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit Program for preservation and restoration work on the Mathias Ham House. Recently, the state provided additional

information in relation to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program:

In the case of a long-term lease, without the lessor's election pursuant to Treasury Regulation § 1.48-4(a)(1), the lessee's expenditures may be qualified rehabilitation expenditures and the lessee can claim a rehabilitation credit provided certain requirements are met. However, if on the date the rehabilitation is completed, the remaining term of the lease (determined without regard to any renewal periods) is less than the recovery period determined under section 168(c), then the lessee's expenditures are not included as qualified rehabilitation expenditures.

- Under [I.R.C. § 168\(c\)](#) the recovery period for residential rental property is 27.5 years and the recovery period for nonresidential real property is 39 years.

The current Lease Agreement has a Term ending on May 31, 2054. This does not meet the 39-year requirement. The Third Amendment would extend the Term to May 31, 2066. This will meet the requirements of the State and provide an additional two years in case the process of approval in the second step of the application for tax credits takes more than a year.

The Third Amendment to the Lease Agreement was reviewed and approved by Senior Counsel Barry Lindahl. The Third Amendment was reviewed, approved, and signed by the Dubuque County Historical Society.

The Parks and Recreation Commission reviewed the Third Amendment and unanimously approved the recommendation at their February 10, 2026, meeting.

BUDGET IMPACT

There is no budgetary impact related to this Third Amendment to the Lease Agreement.

ACTION REQUESTED

I respectfully request the City Council set a public hearing for March 16, 2026, regarding a Third Amendment to the Lease Agreement between the City of Dubuque and Dubuque County Historical Society.

Prepared by: Steve Fehsal, Park Division Manager

CC: Jared Charland, Project and Facilities Manager
Kurt Strand, President and CEO

RESOLUTION NO. _____-26

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE THIRD AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE COUNTY HISTORICAL SOCIETY AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City is the owner of a public facility known as Mathias Ham House (the Ham House) which is leased to Dubuque County Historical Society with a legal description of Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque; and

WHEREAS, Dubuque County Historic Society desires to extend the current lease period and continue to operate the Ham House; and

WHEREAS, it is deemed to be in the best interest of both parties to the Lease Agreement and to the public in general that the Dubuque County Historical Society lease and operate the Ham House as a historic site.

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

Section 1. That the City Council of the City of Dubuque, Iowa, proposes to approve the Third Amendment of the Lease Agreement to Dubuque County Historical Society.

Section 2. That the City Council shall conduct a public hearing on the proposed Third Amendment to the Lease Agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 16th day of March 2026, beginning at 6:30 PM.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form attached hereto, according to law.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 16th day of March, 2026 at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, second floor, Dubuque, Iowa, at which meeting the City Council proposes to approve a Third Amendment to Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society for the Ham House property legal described as follows: Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque..

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 March, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for April 6, 2026, for the Jule's Iowa Department of Transportation's (IDOT) Consolidated Funding Application. RESOLUTION Setting The Date For A Public Hearing On Iowa DOT Consolidated Funding Application
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for April 6, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing for The Jule's IA DOT Consolidated Funding Application
2. Staff Memo Setting a Public Hearing
3. 2027_Resolution_Setting_a_Public_Hearing_for_Consolidated_Funding
4. 2027_Notice of Public Hearing

TO: The Honorable Mayor and City Council Members

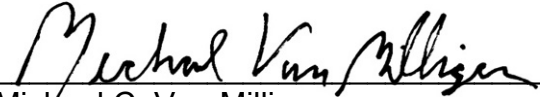
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application

DATE: February 24, 2026

Director of Transportation Services Ryan Knuckey is recommending City Council adopt the attached resolution setting a public hearing for April 6, 2026, for the Jule's Iowa Department of Transportation's (IDOT) Consolidated Funding Application.

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
Ryan Knuckey, Director of Transportation Services



TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application

DATE: February 23, 2026

PURPOSE

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for April 6, 2026, for the Jule's Iowa Department of Transportation's (IDOT) Consolidated Funding Application.

BACKGROUND:

Iowa's Consolidated Transit Funding Application is used by all transit agencies to apply for STA funds and federal 5310, 5311 and 5339 funds. Any system applying for statewide 5339 capital funds must include its request in the consolidated application. The Consolidated Transit Funding Application required by the IDOT requires transit agencies to hold a public hearing to explain the state and federal funding requests. Public hearings must take place in an accessible building. Comments from the public regarding the need for the project will be recorded. A notice of the public hearing must be published in a newspaper of general circulation in the vicinity of the proposed project(s) approximately 30 days in advance of the hearing. The notice must describe the project(s) in sufficient detail to allow the public to be aware of the projects and funding sources.

DISCUSSION:

The request of the resolution complies with the requirement of the Consolidated Transit Funding Application.

REQUESTED ACTION:

I respectfully request City Council adopt the attached resolution setting a public hearing for April 6, 2026 regarding the Jule's IDOT Consolidated Funding Application. IDOT is aware that the hearing may take the form of a virtual platform.

Cc: Crenna Brumwell, City Attorney
Adrienne Breittfelder, City Clerk

RESOLUTION NO. -26

SETTING THE DATE FOR A PUBLIC HEARING ON IOWA DOT CONSOLIDATED FUNDING APPLICATION

Whereas, the City of Dubuque provides fixed-route and paratransit services for the citizens of Dubuque; and

Whereas, the Iowa Department of Transportation (IDOT) is a pass-through funding entity for federal capital and operating funds; and

Whereas, the City of Dubuque has historically applied through the IDOT for these funds; and

Whereas, the City Council finds that the applying for the funds to be beneficial to the continued provision of transit service for the citizens of Dubuque.

Whereas, the IDOT application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program:
1.729% of formula funds
Total: \$369,170

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities:
\$100,499

From statewide federal 5339 capital assistance for transit:
\$2,114,290

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Dubuque/The Jule has sufficient non-federal funds or sufficient in-kind match to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this contract.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve system cash flow.

We authorize Ryan Knuckey, Director of Transportation Services, on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the IDOT.

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

A public hearing will be held as part of the City Council Meeting on April 6, 2026. The meeting will begin at 6:30 p.m. and will be held in the City Council Chambers of the Historic Federal Building, 350 W 6th Street, Dubuque, Iowa. The purpose of the hearing is to allow public comment on the Consolidated Funding Application.

Passed, adopted and approved this ____ day of March, 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 6th day of April 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 take action on the Jule's Iowa Department of Transportation's (IDOT) Consolidated Funding Application.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

Published by order of the City Council given on the 2nd day of March 2026.

Adrienne N. Breitfelder, City Clerk

1t 5/10

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE: Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements

SUMMARY: City Manager recommending the public hearing be set for March 23, 2026, at 6:30 p.m. on a property tax increase for Fiscal Year 2027 that would result in a 3% increase for the average homeowner.
RESOLUTION Setting A Public Hearing On The Proposed Fiscal Year 2027 Tax Rate And Dollars And Taxpayer Statements

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 23, 2026

ATTACHMENTS:

1. City Manager Memo
2. Updated City Staff Memo_Uploaded 3.2.26
3. City Staff Memo
4. FY27 Notice of Public Hearing Proposed Property Tax Levy_2026_02_27
5. FY 2027 Summary of all Improvement Packages
6. Resolution

TO: The Honorable Mayor and City Council Members

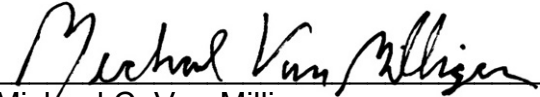
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements

DATE: February 27, 2026

Chief Financial Officer Jennifer Larson is recommending the public hearing be set for March 23, 2026, at 6:30 p.m. on a property tax increase for Fiscal Year 2027 that would result in a 3% increase for the average homeowner.

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
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager



TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements

DATE: February 27, 2026

I am recommending approval of the resolution setting the public hearing date for the Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements as required by Section 384.15A of the Code of Iowa and publish the recommended rate in the taxpayer statement mailed by Dubuque County.

At the March 23, 2026 public hearing, the only options available to City Council are to approve the amount of the proposed Fiscal Year 2027 tax rate and dollars as is or decrease it.

Iowa House File 718 passed during the 2023 legislative sessions, replaces previous changes made through Iowa Senate File 634 passed during the 2019 legislative sessions, makes changes to Iowa city and county budgets and taxes for Fiscal Year 2025 and later. Additional steps have been added to the budget approval process. The City of Dubuque is specifically impacted by the following steps of this new legislation:

1. Limits the General Fund levy by constraining growth by 2% or 3% each year, depending on the trigger hit:
 - Non-TIF taxable growth under 3%, no reduction
 - Non-TIF taxable growth over 3% but less than 6%, 2% reduction factor
 - Non-TIF taxable growth over 6%, 3% reduction factor

The City of Dubuque Non-TIF taxable growth for FY2027 is 5.89%, the General Fund levy is constrained by a growth reduction factor of 2%. The General Fund levy for FY2027 is \$7.78547 instead of the maximum levy of \$8.10.

Although the City is restricted to \$7.63281 in the General Fund levy, the City has the flexibility to levy up to \$16.7 million or a levy rate of \$5.32325 in the Special Revenue Levies for employee benefits. In Fiscal Year 2026, the Special Revenue levy was \$1.02401 and totaled \$3.0 million. Any reduction in the General Fund levy can be in the Special Revenue levies.

2. March 5: Cities must file a report with Iowa Department of Management containing information specified by new law to be contained in mailings. This date was moved up from March 15 by the State of Iowa during Fiscal Year 2024.
3. March 20: County Auditor must send each property owner or taxpayer with the county by regular mail an individual statement with the specified information broken out by political subdivision comprising the taxpayer's district.

Taxpayer Statements must include:

- Total Fiscal Year 2026 Tax Rate and Dollars
- Combined effective property tax rate for the city calculated using the sum of Fiscal Year 2026's actual property tax certified for levy of all of city's levies
- Proposed Fiscal Year 2027 Tax Rate and Dollars
- If the Proposed Fiscal Year 2027 Property Tax Dollars exceed the Fiscal Year 2026 actual property tax dollars, a detailed statement of the major reasons for the increase, including the specific purposes or programs for which the city is proposing an increase.
- An example comparing the amount of property taxes on a residential property with an actual value of \$100,000 in the current fiscal year and \$110,000 in the proposed year using the proposed property tax dollars for the budget year, including the percentage difference in such amounts.
- An example comparing the amount of property taxes on a commercial property with an actual value of \$300,000 in the current fiscal year and \$330,000 in the proposed year using the proposed property tax dollars for the budget year, including the percentage difference in such amounts.
- The city's percentage of total property taxes certified for levy in the owner's or taxpayer's taxing district in the current fiscal year amount all taxing authorities.
- The date, time, and location of the city's public hearing on the information contained in the statements.

- Information on how to access the city's internet site, the city's statements, and other budget documents for prior fiscal years.
4. Public hearing on proposed property tax amounts for the budget year and new taxpayer statements.
 - In addition to a public hearing to adopt the budget.
 - Replaces maximum property tax dollars public hearing held in prior years.
 - Must be separate from any other meeting of City Council, including any other meeting or hearing related to the budget.
 - City Council can decrease, but not increase, the proposed property tax amount to be included in the budget.
 5. Budget certification deadline to Iowa Department of Management is April 30th instead of March 31st.
 - If City is issuing new debt that uses the debt service levy, budget must be adopted before April 15th.

The proposed Fiscal Year 2027 tax rate and dollars is developed and adopted by City Council during the budgeting process to provide targets or parameters within which the budget recommendation will be formulated within the context of the City Council Goals and Priorities established in August 2025. The recommended budget presented by the City Manager may not meet all these targets due to changing conditions and updated information during budget preparation. To the extent the recommended budget varies from the guidelines, an explanation will be provided in the printed budget document. By State law, the budget that begins July 1, 2026 must be adopted by April 30, 2026 for cities not issuing new debt using the debt service levy or before April 15, 2026 for cities issuing new debt using the debt service levy. The City of Dubuque does not plan to issue new debt that uses the debt service levy in Fiscal Year 2027.

For FY2027 there are \$2,264,092 in general fund improvement package requests. We are still analyzing those requests and the funding available.

In order to provide context for the basis of the recommended maximum property tax dollars recommended in FY2027, the FY2027 Budget and Fiscal Policy Guidelines and the summary of all decision packages requested are attached.

In 2026, the City levied for \$29,872,253 in property tax revenue to support the general fund and in FY 2027 the budget guidelines would levy for \$31,941,065 in property tax revenue to support the general fund. The FY2027 budget guidelines

call for a 1.00% increase in the property tax rate, which increases the property tax rate from \$10.0637 in FY26 to \$10.1648 in FY 27, which would be a 3.00% or \$26.68 tax increase for the average Dubuque homeowner, increase in property tax for commercial (18.10%, \$770.07) and a increase for industrial (17.88%, \$910.29).

	% Change	\$ Change
Property Tax Rate	1.00%	\$0.10
Property Tax Asking	6.93%	\$2,068.812
Average Residential Payment	3.00%	\$26.68
Average Commercial Payment	18.10%	\$770.07
Average Industrial Property	17.88%	\$910.29

Since 1989, the average homeowner has averaged an annual increase in costs in the City portion of their property taxes of +1.52%, or about +\$9.92 a year. If the State had been fully funding the Homestead Tax Credit, the increase would have averaged about +\$7.32 a year.

The City Council is only considering the FY2027 property tax rate. The FY2028 - 2031 tax rates are only projections. The future budget projections will be updated each year so that City Council will have an opportunity in the next year to change FY2028.

The City property tax rate projected in these budget guidelines and impact on the average residential property owner (\$213,211 assessed value) is as follows:

Fiscal Year	City Tax Rate	% Change in Tax Rate
FY 2027	\$10.1648	3.00%
FY 2028	\$10.8863	7.10%
FY 2029	\$11.0691	1.68%
FY 2030	\$11.3003	2.09%
FY 2031	\$11.5630	2.32%

Fiscal Year	"City" Property Tax Askings	% Change in Tax Askings	% Impact on Avg. Residential Property	\$ Impact on Avg. Residential Property
FY 2026	\$29,872,253			
FY 2027	\$31,941,065	+6.93%	+3.00%	+\$33.38
FY 2028	\$34,867,977	+8.93%	+7.10%	+\$65.00
FY 2029	\$36,159,995	+3.70%	+1.68%	+\$16.47
FY 2030	\$37,652,372	+4.12%	+2.09%	+\$20.84
FY 2031	\$39,290,241	+4.35%	+2.32%	+\$23.59

The recommended guideline is a 3.00% or \$26.68 increase for the average residential property owner assuming the Homestead Property Tax Credit is fully funded. A one percent increase in the tax rate will generate approximately \$315,717.

The State's residential rollback factor will decrease from 47.4316% in 2026 to 44.5345% or a 6.1080% decrease in FY 2027. The decrease in the residential rollback factor decreases the value that each residence is taxed on. This increased taxable value for the average homeowner (\$91,067 taxable value in FY 2026 and \$94,952 taxable value in 2027) results in more taxes to be paid per \$1,000 of assessed value.

For the Dubuque proposed Fiscal Year 2027, Dubuque has the LOWEST property tax rate as compared to the Fiscal Year 2026 eleven largest cities in the state rate. The highest rate (Waterloo (FY26)) is 114.38% higher than Dubuque's rate, and the average is 53.12% higher than Dubuque. Dubuque's recommended FY 2027 property tax rate is \$10.16 (increase of 1.00% from FY 2026). At this point, we do not know how other cities will change their property tax rate for Fiscal year 2027.

Fiscal Year 2027 City Property Tax Rate Comparison for Eleven Largest Iowa Cities

Rank	City	Tax Rate
11	Waterloo (FY26)	\$21.79
10	Council Bluffs (FY26)	\$17.69
9	Des Moines (FY26)*	\$17.56
8	Davenport (FY26)	\$16.61
7	Sioux City (FY26)	\$17.12
6	Cedar Rapids (FY26)	\$16.66
5	Iowa City (FY26)	\$15.63
4	West Des Moines (FY26)*	\$11.75
3	Ankeny (FY26)*	\$10.53
2	Ames (FY26)	\$10.30
1	Dubuque (FY27)	\$10.16
	AVERAGE w/o Dubuque	\$15.56

*Includes Des Moines Area Transit Levy

Significant issues impacting the FY 2027 budget include the following:

1. Greater Downtown Tax Increment Financing

- a. In Fiscal Year 2027, \$5.3 million in internal loans will be repaid by the Greater Downtown Tax Increment Financing Fund to the General Fund. \$1 million of the repayment is recommended to be used for general property tax relief in Fiscal Year 2027. A portion of the remaining \$4.3 million is recommended to fund non-recurring improvement packages and some recurring improvement packages in the general fund. The balance will be reserved for the Fiscal Year 2028 budget process as the City needs to be prepared for property tax reform being considered in the State legislative session.
- b. Beginning in Fiscal Year 2028, the Greater Downtown Tax Increment Financing District will no longer collect 100% of revenues. Instead, the Greater Downtown TIF District will begin collecting 75% of revenues. The remaining 25% will be returned to the general funds of all taxing bodies (Dubuque Community School District, City of Dubuque, Dubuque County, Northeast Iowa Community College, and Independent). Based on Fiscal Year 2027 valuations and the Fiscal Year 2026 consolidated tax rate, collecting only 75% in the Greater Downtown TIF District will annually return approximately \$1.3 million to Dubuque Community School District, \$1.2 million annually to the City of Dubuque, \$661 thousand annually to Dubuque County, \$81 thousand annually to Northeast Iowa Community College, and \$81 thousand annually to Independent taxing bodies.

This also means that beginning in Fiscal Year 2028, the Greater Downtown TIF District will have \$3,250,000 less each year for programs and projects.

2. State Funded Backfill on Commercial and Industrial Property Tax

- a. Iowa Senate File 619 was signed into law by Governor Reynolds on June 16, 2021. The Bill provides that, beginning with the FY 2023 payment, the General Fund standing appropriation for commercial and industrial property tax replacement for cities and counties will be phased out in four or seven years, depending on how the tax base of the city or county grew relative to the rest of the state since FY 2014. Cities and counties where

the tax base grew at a faster rate than the statewide average from FY 2014 through FY 2021 will have the backfill phased out over a four-year period from FY 2023 to FY 2026, while those that grew at a rate less than the statewide average will have the backfill phased out over a eight-year period from FY 2023 to FY 2030. The City of Dubuque's tax base grew at a rate less than the statewide average and will have a backfill phase out over a eight year period from FY 2023 to FY 2030. **The FY 2027 State backfill for property tax loss is estimated to be \$484,830 for all funds (General Fund, Tort Liability Fund, Trust and Agency Fund, Debt Service Fund, and Tax Increment Financing Funds).**

- b. House File 2552, Division 11, passed in the 2022 legislative session and signed by the Governor on May 2, 2022, repeals the Business Property Tax Credit (BPTC). In lieu of the BPTC, beginning with assessment year 2022, all commercial, industrial, and railroad properties will receive a property assessment limitation on the first \$150,000 of value of the property unit equal to the assessment limitation for residential property. The value of the property unit that exceeds \$150,000 receives the same ninety percent assessment limitation it has in the past.

The \$125 million fund will continue to be appropriated each year for reimbursements to counties. County auditors will file a claim for the first tier of the assessment limitations in September. Assessors will continue to provide the unit configuration for auditors as these definitions remained the same. Taxpayers are not required to file an application to receive the first \$150,000 of assessed value at the residential assessment limitation rate.

If the total for all claims is more than the appropriated amounts, the claims will be prorated and the Iowa Department of Revenue will notify the county auditors of prorated percentage by September 30th. Lawmakers believe the new standing general fund will exceed the projected level of claims for fiscal years 2024 through 2029. Then in fiscal year 2030, the local government reimbursement claims will begin being prorated.

The projected backfill for Dubuque for the two-tier assessment limitation in Fiscal Year 2027 is estimated to be \$387,318.

3. Gaming Revenue.

- a. Gaming revenues generated from lease payments from the Dubuque Racing Association (DRA) are estimated to decrease \$134,176 from \$7,213,362 in FY 2026 to \$7,079,186 in FY 2027 based on revised projections from the DRA. This follows a \$192,217 decrease from budget in FY 2026 and a \$2,283,319 increase from budget in FY 2025.
- b. February 2027 DRA distributions (\$1,286,001) will be used for general fund property tax relief. This is a change from past use of DRA distributions because all funds will be used for Fiscal Year 2027 operations. All of DRA distributions were used in operations in Fiscal Years 2024 through 2026.

4. Interest Revenue

- a. Interest revenue decreases from \$2,300,097 in FY 2026 to \$1,620,974 in FY 2027. The FY 2027 budget is based on projected general fund cash balance, and projected declining interest rates.

5. Local Option Sales Tax Revenue

- a. Sales tax receipts are projected to decrease 2.53% under FY 2026 actual of \$12,465,961 based on FY 2026 revised revenue estimate which includes actuals through February 2026.

6. Hotel/Motel Tax Revenue

- a. Hotel/motel tax receipts are projected to increase 5.00% (\$167,843) over FY 2026 re-estimated receipts of \$3,356,856.

7. Riverfront Property Lease Revenue

- a. Riverfront property lease revenue is projected to increase by \$101,268 in FY 2027 to \$4,374,313 due to the estimated consumer price index increase.

8. Franchise Fee Revenue

- a. Natural Gas franchise fees are based on FY 2025 actual of \$1,743,494. Also, Electric franchise fees are based on FY 2026 budget of \$5,075,053 plus rate increases of 5.6%.

9. Ambulance Revenue

- a. Ambulance Ground Emergency Medical Transport Payments increased from \$2,413,018 in FY 2026 to \$2,714,947 in FY 2027. GEMT is a federally-funded supplement to state Medicaid payments to EMS providers transporting Medicaid patients which began in FY 2021. FY 2027 is based on calculated projections using historical averages. This revenue is projected using the first quarter of performance in FY 2025 and the previous 11 quarters of performance. Based on that formula, the 3-year quarterly average growth of Medicaid transports is 0.8%. The projected number of transports for FY 2025 is 1,084 and for FY 2026 is 1,092. The FY 2024 actual was 1,075. Based on the unaudited FY 2024 cost report, the FY 2026 revenue per transport is estimated to be \$2,209.18. This line item is offset by GEMT Pay to Other Agency expense for local match of \$904,973 resulting in net revenue of \$1,809,974.
- b. Ambulance Fees increased from \$1,756,870 in FY 2026 (\$357 per call) to \$2,778,351 in FY 2027 (\$353 per call) based on calculated projections using historical averages. The FY 2025 actual was \$2,026,670. In FY 2027, it is currently estimated that there will be 5,067 calls with \$353 per call average. The FY 2027 ambulance revenue projection is based on the average transport volume growth of the past 12 quarters (which is 0.2% growth). This includes the first quarter of performance in FY 2026 and the prior 11 quarters.

As the City Council approved in 2025, these funds are being used to add five firefighter positions in Fiscal Year 2026 and should the City receive a SAFER grant, nine more firefighter positions in Fiscal Year 2027.

- 10. The Municipal Fire and Police Retirement System of Iowa Board of Trustees City contribution for Police and Fire retirement decreased from 22.56% percent in FY 2026 to 21.86% percent in FY 2027 (general fund savings of \$80,598 for Police and \$(71,242) for Fire or a total of \$151,840).

11. The already approved collective bargaining agreements for Dubuque Professional Fire Fighters Association includes a 4% increase, International Union of Operating Engineers includes a 3.25% wage increase, the Dubuque Police Protective Association includes a 5% wage increase, and the Teamsters Local Union No. 120 Bus Operators and Teamsters Local Union No. 120 include a 3% increase. Non-represented employees include a 3.00% wage increase. Fiscal Year 2027 includes the cost of the multi-year implementation of the classification and compensation study. A classification and compensation study analyzes the job positions (not individuals) in an organization. The purpose of a classification and compensation study is to ensure jobs with comparable minimum qualifications, job responsibilities, supervisory expectations, working conditions and environments are grouped closely in a compensation plan. Salary ranges are competitive within the identified market, and to equip the human resources team to consistently administer classification and compensation programs on an ongoing basis. The City's strategy through this study has been to recommend a new compensation strategy in which the City is competitive at the 50% percentile of employers. Total cost of the wage increases for collective bargaining and non-represented employees, and continued classification and compensation study implementation is \$2,643,491 to the General Fund.

12. Health Insurance

The City portion of health insurance expense is projected to increase from \$1,119 per month per contract to \$1,175 per month per contract (based on 662 contracts) in FY 2027 (increase of \$421,055 to the general fund). The City of Dubuque is self-insured, and actual expenses are paid each year with the City only having stop-loss coverage for major claims. In FY 2017, The City went out for bid for third party administrator and the estimated savings has resulted from the new contract and actual claims paid with there being actual reductions in cost in FY 2018 (19.42%) and FY 2019 (0.35%). In addition, firefighters began paying an increased employee health care premium sharing from 10% to 15% and there was a 7% increase in the premium on July 1, 2018. During FY 2019, the City went out for bid for third party administrator for the prescription drug plan and Fiscal Year 2022 included additional prescription drug plan savings. There was a decrease of \$639,758 in prescription drug cost in FY 2022. Based on FY 2026 actual experience, Fiscal Year 2027 is projected to have a 5.35% increase in health insurance costs. Estimates for FY 2028 were increased 5.36%; FY 2029

were increased 5.37%; FY 2030 were increased 5.38%; and FY 2031 were increased 5.38%.

13. The increase in property tax support for Transit from FY 2026 to FY 2027 is \$315,838, which reflects a decrease in Federal Transportation Administration Operating revenue (\$154,667); an decrease in Federal Transportation Administration Capital (\$344,329), an increase in employee expense (\$120,888); and a decrease in supplies and services (\$213,908).

14. Communications Department Funding

In Fiscal Year 2026, Cable Utility Franchise Tax revenue paid to the City by Mediacom and ImOn, as required by the state franchise fee agreement, will no longer be enough to support Communications Department employee expense. A vacant part-time (0.75 FTE) Communications Assistant position was eliminated. All remaining Cable Utility Franchise Tax supported positions are now supported by the General Fund. This General Fund expense will be partially offset by administrative overhead recharges to the enterprise funds. The Cable Utility Franchise Tax revenue will support Communications Department supplies and services only going forward.

15. Moody's Investors Service Change in Methodology

- a. **In January 2025, Moody's Investor Services affirmed the Aa2 credit rating on general obligation bonds. Moody's credit analysis states, "the City of Dubuque's local economy benefits from its role as a regional economic center, with solid resident income and full value per capita. Financial operations are strong and will remain so despite declines in fund balance over the next few years, as it expends funds from the pandemic. Long-term liabilities and fixed cost ratios are moderate and will remain so despite future borrowing needs." According to Moody's, the Aa2 issuer rating for the City of Dubuque's bonds reflects the city's healthy economic base, which serves as a regional economic center. Other rationale stated for the rating include full value per capita and adjusted resident income are solid at around \$109,000 and 98% respectively, though weaker than Aa peers, in part because of a large student population, available fund balance was strong at around 60% of revenue at the close of fiscal 2023 (year-end June 30), and cash was stronger at 85% of revenue. The City's**

available fund balance will likely remain well over 45%, despite some planned draws in fiscal 2024 and fiscal 2025 to spend down federal funds from the pandemic. Despite the state adopting new property tax restrictions, revenue raising flexibility remains strong because the City maintains significant margin in its employee benefits fund and is not utilizing its emergency levy. The long-term liabilities ratio will likely remain well under 300% inclusive of the current issuances and future borrowing plans, and fixed-costs ratio will remain well below 20%.

- b. In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, as well as the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Notable credit factors include strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years.
- c. In November of 2022, Moody's Investors Service ("Moody's") released a new rating methodology for cities and counties. Two significant changes result from the new methodology; cities are now assigned an issuer rating meant to convey the creditworthiness of the issuer as a whole without regard to a specific borrowing, and business-type enterprise funds are now being considered together with general fund revenues and balances in the determination of financial performance.

Under the new methodology, there are two metrics that contribute to financial performance. Available Fund Balance Ratio ("AFBR") = (Available Fund Balance + Net Current Assets/Revenue) and Liquidity Ratio ("LR") = (Unrestricted Cash/Revenue). For Aa credits, AFBR ranges from 25-35, and LR ranges from 30-40%.

The City was evaluated by Moody's under the old methodology in May of 2022 in connection to its annual issuance of bonds. At that time, Moody's calculated the City's AFBR to be 45.2%, and its LR to be 59.8%. The balances used in these calculations were likely elevated due to unspent ARPA funds. The change in methodology will now consider revenues and net assets from business-type activities in these calculations. As such, the City's general obligation rating will now be directly impacted by the financial

performance of enterprise funds. Establishing rates and charges adequate to provide both debt service coverage and significant liquidity will be necessary to maintain the City's ratings.

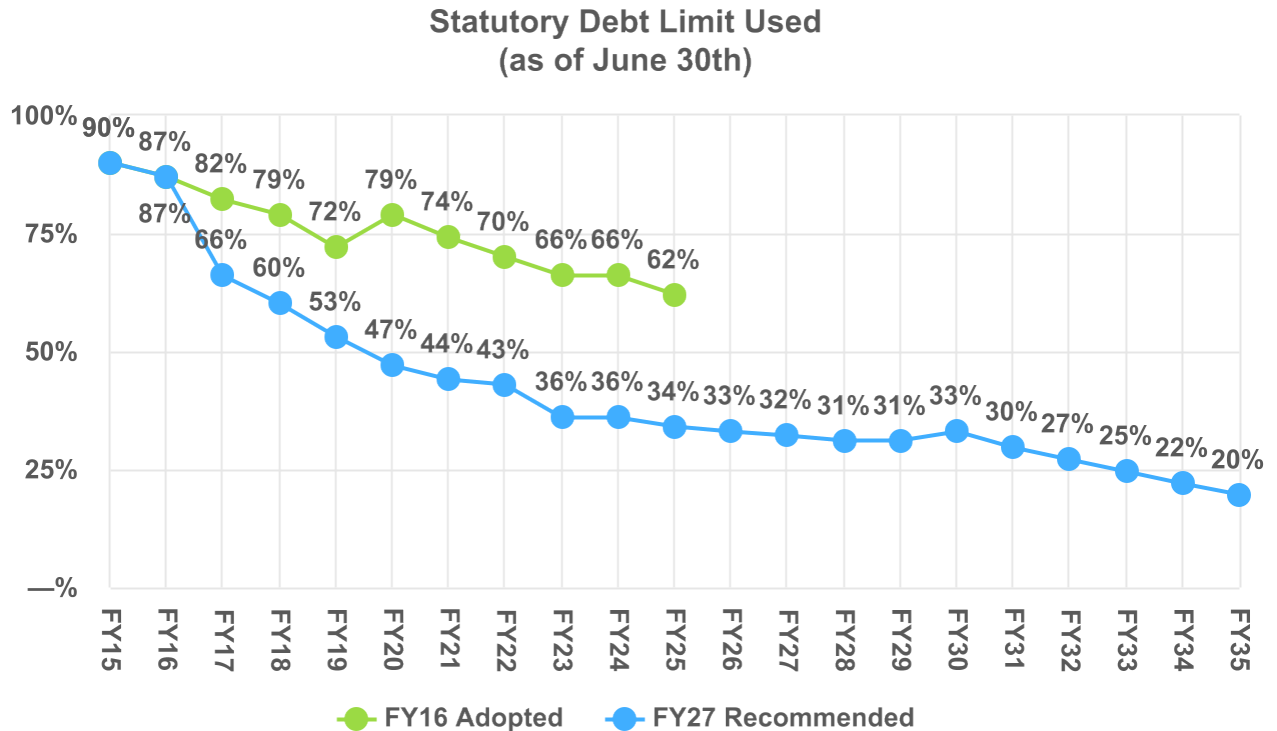
- d. In May 2021, Moody's Investor Service upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

16. Fiscal Year 2027 Debt

- a. FY 2027 Debt Limit: The FY 2025 assessable value of the community for calculating the statutory debt limit is \$7,167,485,151, which at 5%, indicates a total General Obligation debt capacity of \$358,374,258.

Based on Outstanding G.O. debt (including tax increment debt, remaining payments on economic development TIF rebates, and general fund lease agreement) on June 30, 2027 will be \$108,410,164 (33.50% of the statutory debt limit) leaving an available debt capacity of \$215,219,421 (66.50%).

It should be noted that most of the City of Dubuque's outstanding debt is not paid for with property taxes (except TIF), but is abated from other revenues. Exceptions include one issuance for the replacement of a Fire Pumper truck in the amount of \$1,410,000 with debt service of \$95,421 in FY 2027 and one issuance for the franchise fee litigation settlement in the amount of \$2,800,000 with debt service of \$195,825 in FY 2027. Included in the debt is \$4,661,120 of property tax rebates to businesses creating and retaining jobs and investing in their businesses.

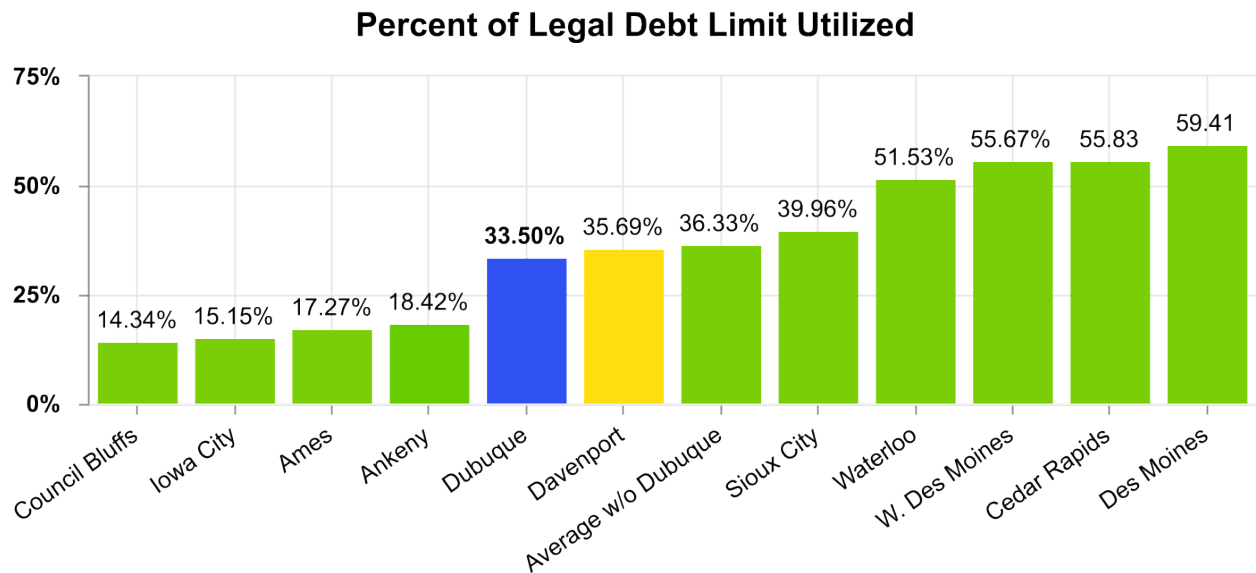


The City also has debt that is not subject to the statutory debt limit. This debt includes revenue bonds. Outstanding revenue bonds payable by water, sewer and stormwater fees on June 30, 2027 will have a balance of \$167,789,201. The total City indebtedness as of June 30, 2027, is projected to be \$289,568,909. The total City indebtedness as of June 30, 2026, was \$281,085,184. **In FY 2027, the City will have a projected \$8,483,725 or 3.02% more in debt.** The City is using debt to accomplish necessary projects.

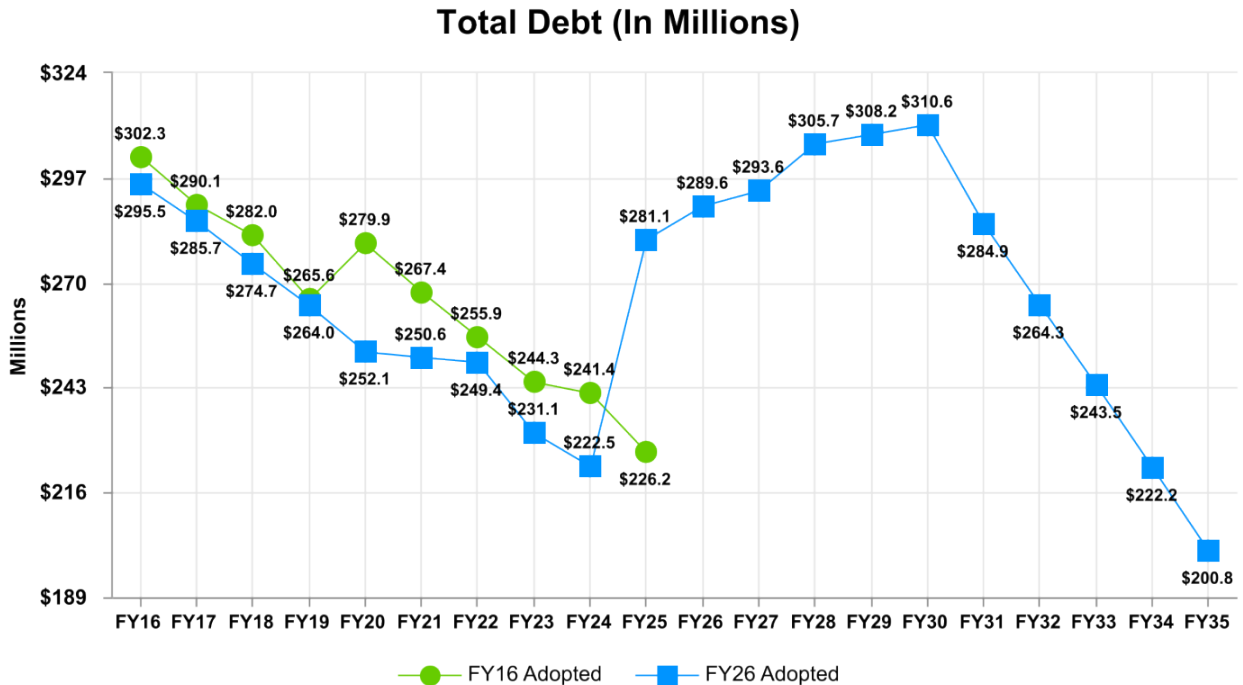
The following chart shows Dubuque's relative position pertaining to use of the statutory debt limit for Fiscal Year 2027 compared to the other cities in Iowa for Fiscal Year 2025 with a population over 50,000:

Fiscal Year 2025 Legal Debt Limit Comparison for Eleven Largest Iowa Cities

Rank	City	Legal Debt Limit (5%)	Statutory Debt Outstanding	Percentage of Legal Debt Limit Utilized
11	Des Moines (FY25)	\$ 964,798,967	\$ 573,230,000	59.41 %
10	Cedar Rapids (FY 25)	\$ 767,559,335	\$ 428,550,000	55.83 %
9	W. Des Moines (FY25)	\$ 551,635,692	\$ 307,090,000	55.67 %
8	Waterloo (FY25)	\$ 267,626,798	\$ 137,905,065	51.53 %
7	Sioux City (FY24)	\$ 367,743,172	\$ 146,935,000	39.96 %
6	Davenport (FY25)	\$ 493,660,291	\$ 176,195,000	35.69 %
5	Dubuque (FY26)	\$ 323,629,585	\$ 108,410,164	33.50 %
4	Ankeny (FY25)	\$ 529,988,951	\$ 97,645,000	18.42 %
3	Ames (FY25)	\$ 328,345,527	\$ 56,710,000	17.27 %
2	Iowa City (FY25)	\$ 435,367,793	\$ 65,945,000	15.15 %
1	Council Bluffs (FY25)	\$ 427,559,692	\$ 61,320,000	14.34 %
	Average w/o Dubuque		\$ 205,152,507	36.33 %



Dubuque ranks as the fifth lowest of the use of statutory debt limit of the 11 cities in Iowa with a population over 50,000 and Dubuque is below the average of the other Cities. **The average (36.33%) is 8.45% higher than Dubuque (33.50%).**



The City will issue \$192,101,423 in new debt in the Recommended 5-year CIP, mostly for fire equipment replacement (\$4,163,408), fire station improvements, fire station expansion, airport improvements, reimagine Comiskey, neighborhood park developments, Federal Building renovations (\$5,640,600), solid waste collection vehicles, sanitary sewer improvements (\$78,399,027), water system projects (\$15,956,673), stormwater improvements, parking improvements, renovation of Five Flags (\$22,890,869), and Central Avenue improvements (\$6,440,000). **By far the greatest use of debt over the next five years is for sanitary sewer maintenance and improvements (\$78,399,027).**

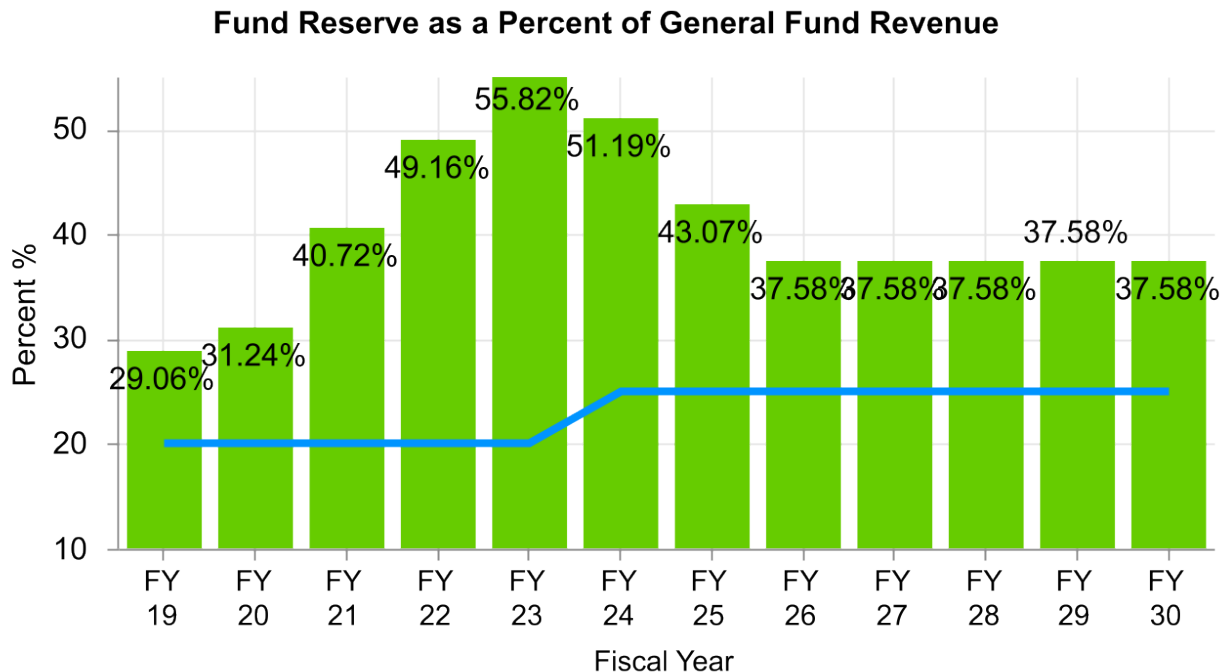
By the end of the Fiscal Year 2026 5-Year Capital Improvement Program (CIP) budget the total amount of debt for the City of Dubuque would be \$310.6 million (32.9% of the statutory debt limit), less than the current 33.50%, and the projection is to be at 200.8 million (20% of statutory debt limit) within 10 years.

17. General Fund Reserve

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. Moody's Investor Service recommends a 20% General Fund Operating Reserve for "AA" rated cities. May 2021, Moody's Investor Services upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

These credit ratings are affirmation of the sound fiscal management of the mayor and city council, put Dubuque in a strong position to capitalize on favorable financial markets, borrow at low interest rate when necessary, and make critical investments in the community.

Fiscal Year	Fund Reserve (As percent of General Fund revenue)	New Moody's Calculation	Reason for change from previous Fiscal Year
FY 2021	40.72%		Increase due to American Rescue Plan Act funds received (\$13.2 million), frozen positions and capital projects through
FY 2022	49.16%	45.09%	Increase due to American Rescue Plan Act funds received (\$13.2 million), capital projects not expended before the end of the FY and vacant positions
FY 2023	55.82%	62.99 %	Increase due to American Rescue Plan Act funds not spent (\$26.4 million), capital projects not expended before the end of the FY and vacant positions
FY 2024	51.19%	62.41 %	Decrease due to spend down of American Rescue Plan Act funds.
FY 2025	43.07%	58.14 %	Decrease due to spend down of American Rescue Plan Act funds.



The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. **During Fiscal Year 2024, the General Fund minimum balance was increased to 25 percent.**

After all planned expenditures in FY 2026, the City of Dubuque will have a general fund reserve of 37.58% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 58.14% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's Investors Service. The general fund reserve cash balance is projected to be \$26,946,677 on June 30, 2026 as compared to the general fund reserve balance on an accrual basis of \$39,652,572. The general fund reserve balance on an accrual basis exceeds 27% in FY 2026, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

General Fund Reserve Projections:

Fiscal Year	Contribution	City's Spendable General Fund Cash Reserve	% of Projected Revenue	Moody's New Methodology
FY2019	\$1,050,000	\$20,945,090	29.06 %	
FY2020	\$	\$21,744,160	31.24 %	
FY2021	\$500,000	\$31,089,468	40.72 %	
FY2022	\$	\$41,259,518	49.16 %	45.09 %
FY2023	\$2,717,339	\$48,403,917	55.82 %	62.99 %
FY2024	\$4,419,668	\$43,826,193	51.19 %	62.41 %
FY2025	\$	\$45,452,572	43.07 %	58.14 %
FY2026	\$	\$39,652,572	37.58 %	54.73 %
FY2027	\$	\$39,652,572	37.58 %	51.32 %
FY2028	\$	\$39,652,572	37.58 %	47.91 %
FY2029	\$	\$39,652,572	37.58 %	44.50 %
FY2030	\$	\$39,652,572	37.58 %	43.03 %

Timeline of Public Input Opportunities

The Budget Office conducted community outreach with Balancing Act using print and digital marketing and presentations.

- **July:** City staff presented on the budget process to all Neighborhood Associations at the Multicultural Family Center and attendees had the opportunity to prioritize real City projects.
- **November:** The City Manager hosted an evening public budget input meeting.

Open Budget

<https://dollarsandcents.cityofdubuque.org/>

During Fiscal Year 2016, the City launched a web based open data platform. The City of Dubuque's Open Budget application provides an opportunity for the public to explore and visually interact with Dubuque's operating and capital budgets. This application is in support of the five-year organizational goal of a financially responsible city government and high-performance organization and allows users with and without budget data experience, to better understand expenditures in these categories.

Open Expenses

URL: <http://expenses.cityofdubuque.org/>

During Fiscal Year 2017, an additional module was added to the open data platform which included an interactive checkbook which will allow residents to view the City's

payments to vendors. The final step will be adding performance measures to the open data platform to allow residents to view outcomes of the services provided by the City.

Balancing Act

During Fiscal Year 2019, the City of Dubuque launched a new interactive budget simulation tool called Balancing Act. The online simulation invites community members to learn about the City's budget process and submit their own version of a balanced budget under the same constraints faced by City Council, respond to high-priority budget input questions, and leave comments.

Taxpayer Receipt

During Fiscal Year 2019, the City launched an online application which allows users to generate an estimate of how their tax dollars are spent. The tool uses data inputted by the user such as income, age, taxable value of home, and percentage of goods purchased within City limits. The resulting customized receipt demonstrates an estimate of how much in City taxes the user contributes to Police, Fire, Library, Parks, and other city services. This tool is in support of the City Council goal of a financially responsible and high-performance organization and addresses a Council-identified outcome of providing opportunities for residents to engage in City governance and enhance transparency of City decision-making.

There will be seven City Council special meetings prior to the adoption of the FY 2027 budget before the state mandated deadline of April 30, 2026.

The recommended maximum property tax dollars in FY 2027 is \$31,941,065 (tax rate of \$10.1648) or a 6.93% increase over FY2026 property tax dollars.

At this public hearing, the only options available to City Council are to approve the amount of proposed property tax rate and dollars as is or decrease it.

The requested action step is for City Council to adopt the attached resolution setting the public hearing date for the Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements as required by Section 384.15A of the Code of Iowa and publish the recommended rate in the taxpayer statement mailed by Dubuque County.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Laura Bendorf, Budget Manager



TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements

DATE: February 27, 2026

I am recommending approval of the resolution setting the public hearing date for the Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements as required by Section 384.15A of the Code of Iowa and publish the recommended rate in the taxpayer statement mailed by Dubuque County.

At the March 23, 2026 public hearing, the only options available to City Council are to approve the amount of the proposed Fiscal Year 2027 tax rate and dollars as is or decrease it.

Iowa House File 718 passed during the 2023 legislative sessions, replaces previous changes made through Iowa Senate File 634 passed during the 2019 legislative sessions, makes changes to Iowa city and county budgets and taxes for Fiscal Year 2025 and later. Additional steps have been added to the budget approval process. The City of Dubuque is specifically impacted by the following steps of this new legislation:

1. Limits the General Fund levy by constraining growth by 2% or 3% each year, depending on the trigger hit:
 - Non-TIF taxable growth under 3%, no reduction
 - Non-TIF taxable growth over 3% but less than 6%, 2% reduction factor
 - Non-TIF taxable growth over 6%, 3% reduction factor

The City of Dubuque Non-TIF taxable growth for FY2027 is 5.89%, the General Fund levy is constrained by a growth reduction factor of 2%. The General Fund levy for FY2027 is \$7.78547 instead of the maximum levy of \$8.10.

Although the City is restricted to \$7.63281 in the General Fund levy, the City has the flexibility to levy up to \$16.7 million or a levy rate of \$5.32325 in the Special Revenue Levies for employee benefits. In Fiscal Year 2026, the Special Revenue levy was \$1.02401 and totaled \$3.0 million. Any reduction in the General Fund levy can be in the Special Revenue levies.

2. March 5: Cities must file a report with Iowa Department of Management containing information specified by new law to be contained in mailings. This date was moved up from March 15 by the State of Iowa during Fiscal Year 2024.
3. March 20: County Auditor must send each property owner or taxpayer with the county by regular mail an individual statement with the specified information broken out by political subdivision comprising the taxpayer's district.

Taxpayer Statements must include:

- Total Fiscal Year 2026 Tax Rate and Dollars
- Combined effective property tax rate for the city calculated using the sum of Fiscal Year 2026's actual property tax certified for levy of all of city's levies
- Proposed Fiscal Year 2027 Tax Rate and Dollars
- If the Proposed Fiscal Year 2027 Property Tax Dollars exceed the Fiscal Year 2026 actual property tax dollars, a detailed statement of the major reasons for the increase, including the specific purposes or programs for which the city is proposing an increase.
- An example comparing the amount of property taxes on a residential property with an actual value of \$100,000 in the current fiscal year and \$110,000 in the proposed year using the proposed property tax dollars for the budget year, including the percentage difference in such amounts.
- An example comparing the amount of property taxes on a commercial property with an actual value of \$300,000 in the current fiscal year and \$330,000 in the proposed year using the proposed property tax dollars for the budget year, including the percentage difference in such amounts.
- The city's percentage of total property taxes certified for levy in the owner's or taxpayer's taxing district in the current fiscal year amount all taxing authorities.
- The date, time, and location of the city's public hearing on the information contained in the statements.

- Information on how to access the city's internet site, the city's statements, and other budget documents for prior fiscal years.
4. Public hearing on proposed property tax amounts for the budget year and new taxpayer statements.
 - In addition to a public hearing to adopt the budget.
 - Replaces maximum property tax dollars public hearing held in prior years.
 - Must be separate from any other meeting of City Council, including any other meeting or hearing related to the budget.
 - City Council can decrease, but not increase, the proposed property tax amount to be included in the budget.
 5. Budget certification deadline to Iowa Department of Management is April 30th instead of March 31st.
 - If City is issuing new debt that uses the debt service levy, budget must be adopted before April 15th.

The proposed Fiscal Year 2027 tax rate and dollars is developed and adopted by City Council during the budgeting process to provide targets or parameters within which the budget recommendation will be formulated within the context of the City Council Goals and Priorities established in August 2025. The recommended budget presented by the City Manager may not meet all these targets due to changing conditions and updated information during budget preparation. To the extent the recommended budget varies from the guidelines, an explanation will be provided in the printed budget document. By State law, the budget that begins July 1, 2026 must be adopted by April 30, 2026 for cities not issuing new debt using the debt service levy or before April 15, 2026 for cities issuing new debt using the debt service levy. The City of Dubuque does not plan to issue new debt that uses the debt service levy in Fiscal Year 2027.

For FY2027 there are \$2,264,092 in general fund improvement package requests. We are still analyzing those requests and the funding available.

In order to provide context for the basis of the recommended maximum property tax dollars recommended in FY2027, the FY2027 Budget and Fiscal Policy Guidelines and the summary of all decision packages requested are attached.

In 2026, the City levied for \$29,872,253 in property tax revenue to support the general fund and in FY 2027 the budget guidelines would levy for \$31,941,065 in property tax revenue to support the general fund. The FY2027 budget guidelines

call for a 1.00% increase in the property tax rate, which increases the property tax rate from \$10.0637 in FY26 to \$10.1648 in FY 27, which would be a 3.00% or \$26.68 tax increase for the average Dubuque homeowner, increase in property tax for commercial (18.10%, \$770.07) and a increase for industrial (17.88%, \$910.29).

	% Change	\$ Change
Property Tax Rate	1.00%	\$0.10
Property Tax Asking	6.93%	\$2,068.812
Average Residential Payment	3.00%	\$26.68
Average Commercial Payment	18.10%	\$770.07
Average Industrial Property	17.88%	\$910.29

Since 1989, the average homeowner has averaged an annual increase in costs in the City portion of their property taxes of +1.52%, or about +\$9.92 a year. If the State had been fully funding the Homestead Tax Credit, the increase would have averaged about +\$7.32 a year.

The City Council is only considering the FY2027 property tax rate. The FY2028 - 2031 tax rates are only projections. The future budget projections will be updated each year so that City Council will have an opportunity in the next year to change FY2028.

The City property tax rate projected in these budget guidelines and impact on the average residential property owner (\$213,211 assessed value) is as follows:

Fiscal Year	City Tax Rate	% Change in Tax Rate
FY 2027	\$10.1648	3.00%
FY 2028	\$10.8863	7.10%
FY 2029	\$11.0691	1.68%
FY 2030	\$11.3003	2.09%
FY 2031	\$11.5630	2.32%

Fiscal Year	"City" Property Tax Askings	% Change in Tax Askings	% Impact on Avg. Residential Property	\$ Impact on Avg. Residential Property
FY 2026	\$29,872,253			
FY 2027	\$31,941,065	+6.93%	+3.00%	+\$33.38
FY 2028	\$34,867,977	+8.93%	+7.10%	+\$65.00
FY 2029	\$36,159,995	+3.70%	+1.68%	+\$16.47
FY 2030	\$37,652,372	+4.12%	+2.09%	+\$20.84
FY 2031	\$39,290,241	+4.35%	+2.32%	+\$23.59

The recommended guideline is a 3.00% or \$26.68 increase for the average residential property owner assuming the Homestead Property Tax Credit is fully funded. A one percent increase in the tax rate will generate approximately \$315,717.

The State's residential rollback factor will decrease from 47.4316% in 2026 to 44.5345% or a 6.1080% decrease in FY 2027. The decrease in the residential rollback factor decreases the value that each residence is taxed on. This increased taxable value for the average homeowner (\$91,067 taxable value in FY 2026 and \$94,952 taxable value in 2027) results in more taxes to be paid per \$1,000 of assessed value.

For the Dubuque proposed Fiscal Year 2027, Dubuque has the LOWEST property tax rate as compared to the Fiscal Year 2026 eleven largest cities in the state rate. The highest rate (Waterloo (FY26)) is 114.38% higher than Dubuque's rate, and the average is 53.12% higher than Dubuque. Dubuque's recommended FY 2027 property tax rate is \$10.16 (increase of 1.00% from FY 2026). At this point, we do not know how other cities will change their property tax rate for Fiscal year 2027.

Fiscal Year 2027 City Property Tax Rate Comparison for Eleven Largest Iowa Cities

Rank	City	Tax Rate
11	Waterloo (FY26)	\$21.79
10	Council Bluffs (FY26)	\$17.69
9	Des Moines (FY26)*	\$17.56
8	Davenport (FY26)	\$16.61
7	Sioux City (FY26)	\$17.12
6	Cedar Rapids (FY26)	\$16.66
5	Iowa City (FY26)	\$15.63
4	West Des Moines (FY26)*	\$11.75
3	Ankeny (FY26)*	\$10.53
2	Ames (FY26)	\$10.30
1	Dubuque (FY27)	\$10.16
	AVERAGE w/o Dubuque	\$15.56

*Includes Des Moines Area Transit Levy

Significant issues impacting the FY 2027 budget include the following:

1. Greater Downtown Tax Increment Financing

- a. In Fiscal Year 2027, \$5.3 million in internal loans will be repaid by the Greater Downtown Tax Increment Financing Fund to the General Fund. \$1 million of the repayment is recommended to be used for general property tax relief in Fiscal Year 2027. A portion of the remaining \$4.3 million is recommended to fund non-recurring improvement packages and some recurring improvement packages in the general fund. The balance will be reserved for the Fiscal Year 2028 budget process as the City needs to be prepared for property tax reform being considered in the State legislative session.
- b. Beginning in Fiscal Year 2028, the Greater Downtown Tax Increment Financing District will no longer collect 100% of revenues. Instead, the Greater Downtown TIF District will begin collecting 75% of revenues. The remaining 25% will be returned to the general funds of all taxing bodies (Dubuque Community School District, City of Dubuque, Dubuque County, Northeast Iowa Community College, and Independent). Based on Fiscal Year 2027 valuations and the Fiscal Year 2026 consolidated tax rate, collecting only 75% in the Greater Downtown TIF District will annually return approximately \$1.3 million to Dubuque Community School District, \$1.2 million annually to the City of Dubuque, \$661 thousand annually to Dubuque County, \$81 thousand annually to Northeast Iowa Community College, and \$81 thousand annually to Independent taxing bodies.

This also means that beginning in Fiscal Year 2028, the Greater Downtown TIF District will have \$3,250,000 less each year for programs and projects.

2. State Funded Backfill on Commercial and Industrial Property Tax

- a. Iowa Senate File 619 was signed into law by Governor Reynolds on June 16, 2021. The Bill provides that, beginning with the FY 2023 payment, the General Fund standing appropriation for commercial and industrial property tax replacement for cities and counties will be phased out in four or seven years, depending on how the tax base of the city or county grew relative to the rest of the state since FY 2014. Cities and counties where

the tax base grew at a faster rate than the statewide average from FY 2014 through FY 2021 will have the backfill phased out over a four-year period from FY 2023 to FY 2026, while those that grew at a rate less than the statewide average will have the backfill phased out over a eight-year period from FY 2023 to FY 2030. The City of Dubuque's tax base grew at a rate less than the statewide average and will have a backfill phase out over a eight year period from FY 2023 to FY 2030. **The FY 2027 State backfill for property tax loss is estimated to be \$484,830 for all funds (General Fund, Tort Liability Fund, Trust and Agency Fund, Debt Service Fund, and Tax Increment Financing Funds).**

- b. House File 2552, Division 11, passed in the 2022 legislative session and signed by the Governor on May 2, 2022, repeals the Business Property Tax Credit (BPTC). In lieu of the BPTC, beginning with assessment year 2022, all commercial, industrial, and railroad properties will receive a property assessment limitation on the first \$150,000 of value of the property unit equal to the assessment limitation for residential property. The value of the property unit that exceeds \$150,000 receives the same ninety percent assessment limitation it has in the past.

The \$125 million fund will continue to be appropriated each year for reimbursements to counties. County auditors will file a claim for the first tier of the assessment limitations in September. Assessors will continue to provide the unit configuration for auditors as these definitions remained the same. Taxpayers are not required to file an application to receive the first \$150,000 of assessed value at the residential assessment limitation rate.

If the total for all claims is more than the appropriated amounts, the claims will be prorated and the Iowa Department of Revenue will notify the county auditors of prorated percentage by September 30th. Lawmakers believe the new standing general fund will exceed the projected level of claims for fiscal years 2024 through 2029. Then in fiscal year 2030, the local government reimbursement claims will begin being prorated.

The projected backfill for Dubuque for the two-tier assessment limitation in Fiscal Year 2027 is estimated to be \$387,318.

3. Gaming Revenue.

- a. Gaming revenues generated from lease payments from the Dubuque Racing Association (DRA) are estimated to decrease \$134,176 from \$7,213,362 in FY 2026 to \$7,079,186 in FY 2027 based on revised projections from the DRA. This follows a \$192,217 decrease from budget in FY 2026 and a \$2,283,319 increase from budget in FY 2025.
- b. February 2027 DRA distributions (\$1,286,001) will be used for general fund property tax relief. This is a change from past use of DRA distributions because all funds will be used for Fiscal Year 2027 operations. All of DRA distributions were used in operations in Fiscal Years 2024 through 2026.

4. Interest Revenue

- a. Interest revenue decreases from \$2,300,097 in FY 2026 to \$1,620,974 in FY 2027. The FY 2027 budget is based on projected general fund cash balance, and projected declining interest rates.

5. Local Option Sales Tax Revenue

- a. Sales tax receipts are projected to decrease 2.53% under FY 2026 actual of \$12,465,961 based on FY 2026 revised revenue estimate which includes actuals through February 2026.

6. Hotel/Motel Tax Revenue

- a. Hotel/motel tax receipts are projected to increase 5.00% (\$167,843) over FY 2026 re-estimated receipts of \$3,356,856.

7. Riverfront Property Lease Revenue

- a. Riverfront property lease revenue is projected to increase by \$101,268 in FY 2027 to \$4,374,313 due to the estimated consumer price index increase.

8. Franchise Fee Revenue

- a. Natural Gas franchise fees are based on FY 2025 actual of \$1,743,494. Also, Electric franchise fees are based on FY 2026 budget of \$5,075,053 plus rate increases of 5.6%.

9. Ambulance Revenue

- a. Ambulance Ground Emergency Medical Transport Payments increased from \$2,413,018 in FY 2026 to \$2,714,947 in FY 2027. GEMT is a federally-funded supplement to state Medicaid payments to EMS providers transporting Medicaid patients which began in FY 2021. FY 2027 is based on calculated projections using historical averages. This revenue is projected using the first quarter of performance in FY 2025 and the previous 11 quarters of performance. Based on that formula, the 3-year quarterly average growth of Medicaid transports is 0.8%. The projected number of transports for FY 2025 is 1,084 and for FY 2026 is 1,092. The FY 2024 actual was 1,075. Based on the unaudited FY 2024 cost report, the FY 2026 revenue per transport is estimated to be \$2,209.18. This line item is offset by GEMT Pay to Other Agency expense for local match of \$904,973 resulting in net revenue of \$1,809,974.
- b. Ambulance Fees increased from \$1,756,870 in FY 2026 (\$357 per call) to \$2,778,351 in FY 2027 (\$353 per call) based on calculated projections using historical averages. The FY 2025 actual was \$2,026,670. In FY 2027, it is currently estimated that there will be 5,067 calls with \$353 per call average. The FY 2027 ambulance revenue projection is based on the average transport volume growth of the past 12 quarters (which is 0.2% growth). This includes the first quarter of performance in FY 2026 and the prior 11 quarters.

As the City Council approved in 2025, these funds are being used to add five firefighter positions in Fiscal Year 2026 and should the City receive a SAFER grant, nine more firefighter positions in Fiscal Year 2027.

- 10. The Municipal Fire and Police Retirement System of Iowa Board of Trustees City contribution for Police and Fire retirement decreased from 22.56% percent in FY 2026 to 21.86% percent in FY 2027 (general fund savings of \$80,598 for Police and \$(71,242) for Fire or a total of \$151,840).

11. The already approved collective bargaining agreements for Dubuque Professional Fire Fighters Association includes a 4% increase, International Union of Operating Engineers includes a 3.25% wage increase, the Dubuque Police Protective Association includes a 5% wage increase, and the Teamsters Local Union No. 120 Bus Operators and Teamsters Local Union No. 120 include a 3% increase. Non-represented employees include a 3.00% wage increase. Fiscal Year 2027 includes the cost of the multi-year implementation of the classification and compensation study. A classification and compensation study analyzes the job positions (not individuals) in an organization. The purpose of a classification and compensation study is to ensure jobs with comparable minimum qualifications, job responsibilities, supervisory expectations, working conditions and environments are grouped closely in a compensation plan. Salary ranges are competitive within the identified market, and to equip the human resources team to consistently administer classification and compensation programs on an ongoing basis. The City's strategy through this study has been to recommend a new compensation strategy in which the City is competitive at the 50% percentile of employers. Total cost of the wage increases for collective bargaining and non-represented employees, and continued classification and compensation study implementation is \$2,643,491 to the General Fund.

12. Health Insurance

The City portion of health insurance expense is projected to increase from \$1,119 per month per contract to \$1,175 per month per contract (based on 662 contracts) in FY 2027 (increase of \$421,055 to the general fund). The City of Dubuque is self-insured, and actual expenses are paid each year with the City only having stop-loss coverage for major claims. In FY 2017, The City went out for bid for third party administrator and the estimated savings has resulted from the new contract and actual claims paid with there being actual reductions in cost in FY 2018 (19.42%) and FY 2019 (0.35%). In addition, firefighters began paying an increased employee health care premium sharing from 10% to 15% and there was a 7% increase in the premium on July 1, 2018. During FY 2019, the City went out for bid for third party administrator for the prescription drug plan and Fiscal Year 2022 included additional prescription drug plan savings. There was a decrease of \$639,758 in prescription drug cost in FY 2022. Based on FY 2026 actual experience, Fiscal Year 2027 is projected to have a 5.35% increase in health insurance costs. Estimates for FY 2028 were increased 5.36%; FY 2029

were increased 5.37%; FY 2030 were increased 5.38%; and FY 2031 were increased 5.38%.

13. The increase in property tax support for Transit from FY 2026 to FY 2027 is \$315,838, which reflects a decrease in Federal Transportation Administration Operating revenue (\$154,667); an decrease in Federal Transportation Administration Capital (\$344,329), an increase in employee expense (\$120,888); and a decrease in supplies and services (\$213,908).

14. Communications Department Funding

In Fiscal Year 2026, Cable Utility Franchise Tax revenue paid to the City by Mediacom and ImOn, as required by the state franchise fee agreement, will no longer be enough to support Communications Department employee expense. A vacant part-time (0.75 FTE) Communications Assistant position was eliminated. All remaining Cable Utility Franchise Tax supported positions are now supported by the General Fund. This General Fund expense will be partially offset by administrative overhead recharges to the enterprise funds. The Cable Utility Franchise Tax revenue will support Communications Department supplies and services only going forward.

15. Moody's Investors Service Change in Methodology

- a. **In January 2025, Moody's Investor Services affirmed the Aa2 credit rating on general obligation bonds. Moody's credit analysis states, "the City of Dubuque's local economy benefits from its role as a regional economic center, with solid resident income and full value per capita. Financial operations are strong and will remain so despite declines in fund balance over the next few years, as it expends funds from the pandemic. Long-term liabilities and fixed cost ratios are moderate and will remain so despite future borrowing needs." According to Moody's, the Aa2 issuer rating for the City of Dubuque's bonds reflects the city's healthy economic base, which serves as a regional economic center. Other rationale stated for the rating include full value per capita and adjusted resident income are solid at around \$109,000 and 98% respectively, though weaker than Aa peers, in part because of a large student population, available fund balance was strong at around 60% of revenue at the close of fiscal 2023 (year-end June 30), and cash was stronger at 85% of revenue. The City's**

available fund balance will likely remain well over 45%, despite some planned draws in fiscal 2024 and fiscal 2025 to spend down federal funds from the pandemic. Despite the state adopting new property tax restrictions, revenue raising flexibility remains strong because the City maintains significant margin in its employee benefits fund and is not utilizing its emergency levy. The long-term liabilities ratio will likely remain well under 300% inclusive of the current issuances and future borrowing plans, and fixed-costs ratio will remain well below 20%.

- b. In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, as well as the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Notable credit factors include strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years.
- c. In November of 2022, Moody's Investors Service ("Moody's") released a new rating methodology for cities and counties. Two significant changes result from the new methodology; cities are now assigned an issuer rating meant to convey the creditworthiness of the issuer as a whole without regard to a specific borrowing, and business-type enterprise funds are now being considered together with general fund revenues and balances in the determination of financial performance.

Under the new methodology, there are two metrics that contribute to financial performance. Available Fund Balance Ratio ("AFBR") = (Available Fund Balance + Net Current Assets/Revenue) and Liquidity Ratio ("LR") = (Unrestricted Cash/Revenue). For Aa credits, AFBR ranges from 25-35, and LR ranges from 30-40%.

The City was evaluated by Moody's under the old methodology in May of 2022 in connection to its annual issuance of bonds. At that time, Moody's calculated the City's AFBR to be 45.2%, and its LR to be 59.8%. The balances used in these calculations were likely elevated due to unspent ARPA funds. The change in methodology will now consider revenues and net assets from business-type activities in these calculations. As such, the City's general obligation rating will now be directly impacted by the financial

performance of enterprise funds. Establishing rates and charges adequate to provide both debt service coverage and significant liquidity will be necessary to maintain the City's ratings.

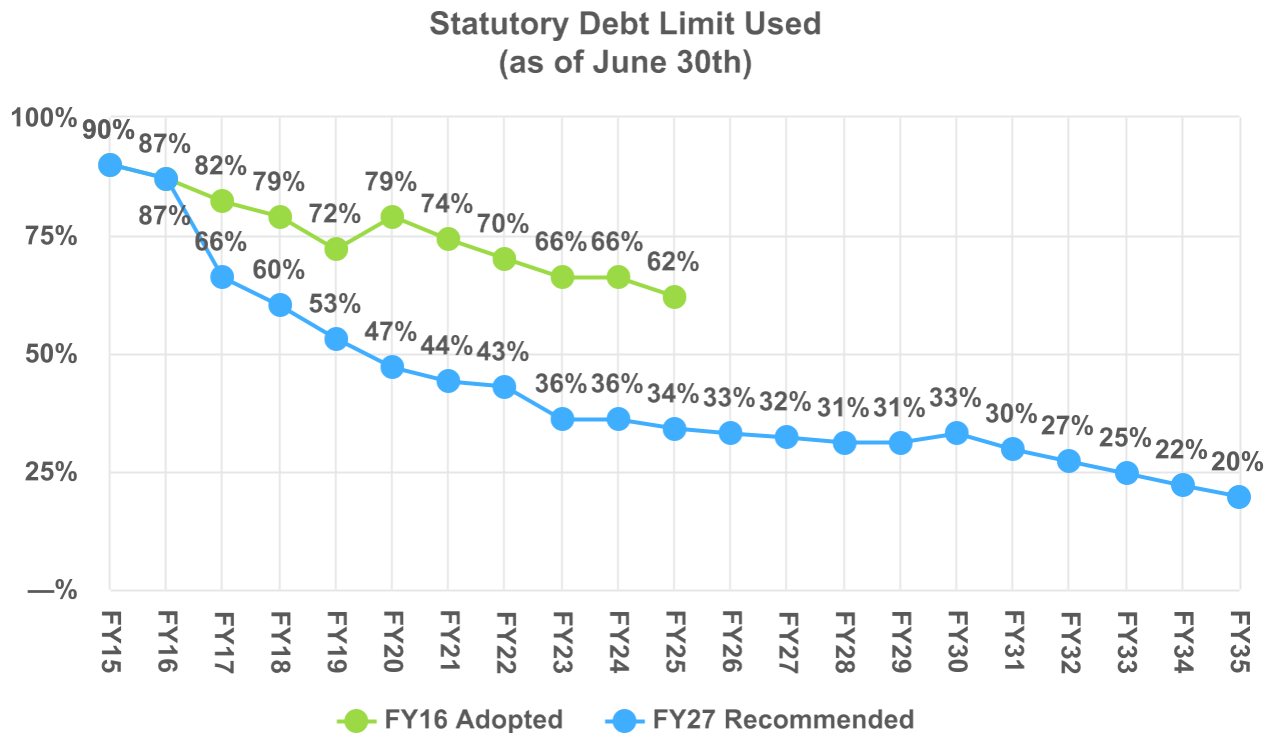
- d. In May 2021, Moody's Investor Service upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

16. Fiscal Year 2027 Debt

- a. FY 2027 Debt Limit: The FY 2025 assessable value of the community for calculating the statutory debt limit is \$7,167,485,151, which at 5%, indicates a total General Obligation debt capacity of \$358,374,258.

Based on Outstanding G.O. debt (including tax increment debt, remaining payments on economic development TIF rebates, and general fund lease agreement) on June 30, 2027 will be \$108,410,164 (33.50% of the statutory debt limit) leaving an available debt capacity of \$215,219,421 (66.50%).

It should be noted that most of the City of Dubuque's outstanding debt is not paid for with property taxes (except TIF), but is abated from other revenues. Exceptions include one issuance for the replacement of a Fire Pumper truck in the amount of \$1,410,000 with debt service of \$95,421 in FY 2027 and one issuance for the franchise fee litigation settlement in the amount of \$2,800,000 with debt service of \$195,825 in FY 2027. Included in the debt is \$4,661,120 of property tax rebates to businesses creating and retaining jobs and investing in their businesses.

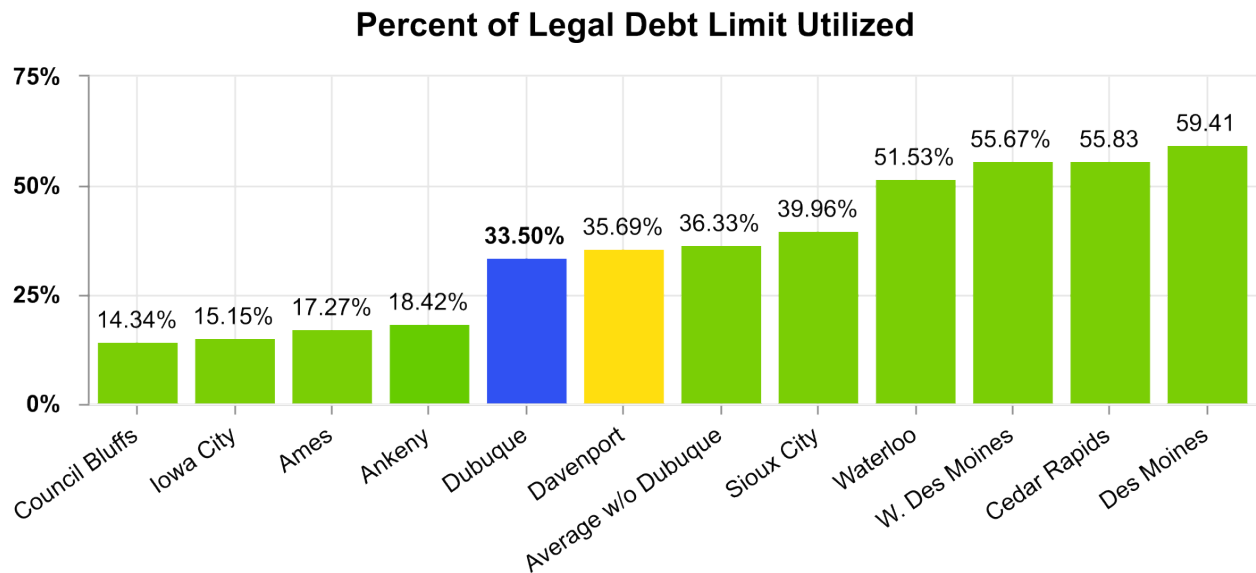


The City also has debt that is not subject to the statutory debt limit. This debt includes revenue bonds. Outstanding revenue bonds payable by water, sewer and stormwater fees on June 30, 2027 will have a balance of \$167,789,201. The total City indebtedness as of June 30, 2027, is projected to be \$289,568,909. The total City indebtedness as of June 30, 2026, was \$281,085,184. **In FY 2027, the City will have a projected \$8,483,725 or 3.02% more in debt.** The City is using debt to accomplish necessary projects.

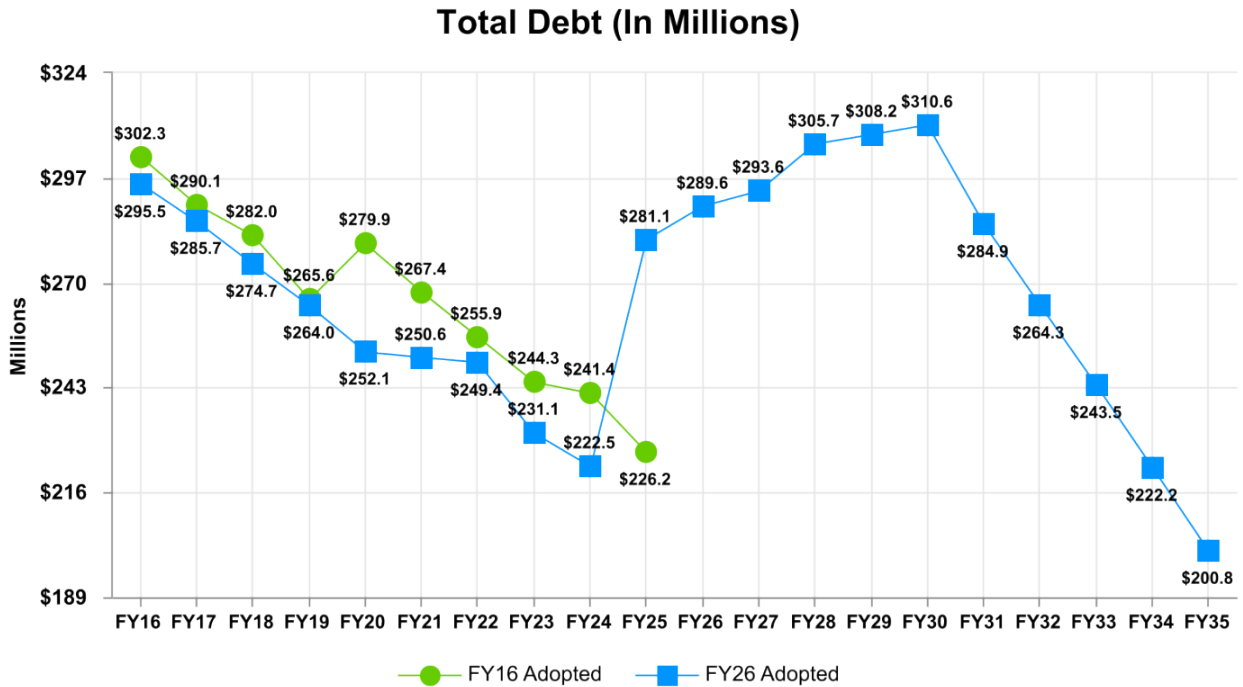
The following chart shows Dubuque's relative position pertaining to use of the statutory debt limit for Fiscal Year 2027 compared to the other cities in Iowa for Fiscal Year 2025 with a population over 50,000:

Fiscal Year 2025 Legal Debt Limit Comparison for Eleven Largest Iowa Cities

Rank	City	Legal Debt Limit (5%)	Statutory Debt Outstanding	Percentage of Legal Debt Limit Utilized
11	Des Moines (FY25)	\$ 964,798,967	\$ 573,230,000	59.41 %
10	Cedar Rapids (FY 25)	\$ 767,559,335	\$ 428,550,000	55.83 %
9	W. Des Moines (FY25)	\$ 551,635,692	\$ 307,090,000	55.67 %
8	Waterloo (FY25)	\$ 267,626,798	\$ 137,905,065	51.53 %
7	Sioux City (FY24)	\$ 367,743,172	\$ 146,935,000	39.96 %
6	Davenport (FY25)	\$ 493,660,291	\$ 176,195,000	35.69 %
5	Dubuque (FY26)	\$ 323,629,585	\$ 108,410,164	33.50 %
4	Ankeny (FY25)	\$ 529,988,951	\$ 97,645,000	18.42 %
3	Ames (FY25)	\$ 328,345,527	\$ 56,710,000	17.27 %
2	Iowa City (FY25)	\$ 435,367,793	\$ 65,945,000	15.15 %
1	Council Bluffs (FY25)	\$ 427,559,692	\$ 61,320,000	14.34 %
	Average w/o Dubuque		\$ 205,152,507	36.33 %



Dubuque ranks as the fifth lowest of the use of statutory debt limit of the 11 cities in Iowa with a population over 50,000 and Dubuque is below the average of the other Cities. **The average (36.33%) is 8.45% higher than Dubuque (33.50%).**



The City will issue \$192,101,423 in new debt in the Recommended 5-year CIP, mostly for fire equipment replacement (\$4,163,408), fire station improvements, fire station expansion, airport improvements, reimagine Comiskey, neighborhood park developments, Federal Building renovations (\$5,640,600), solid waste collection vehicles, sanitary sewer improvements (\$78,399,027), water system projects (\$15,956,673), stormwater improvements, parking improvements, renovation of Five Flags (\$22,890,869), and Central Avenue improvements (\$6,440,000). **By far the greatest use of debt over the next five years is for sanitary sewer maintenance and improvements (\$78,399,027).**

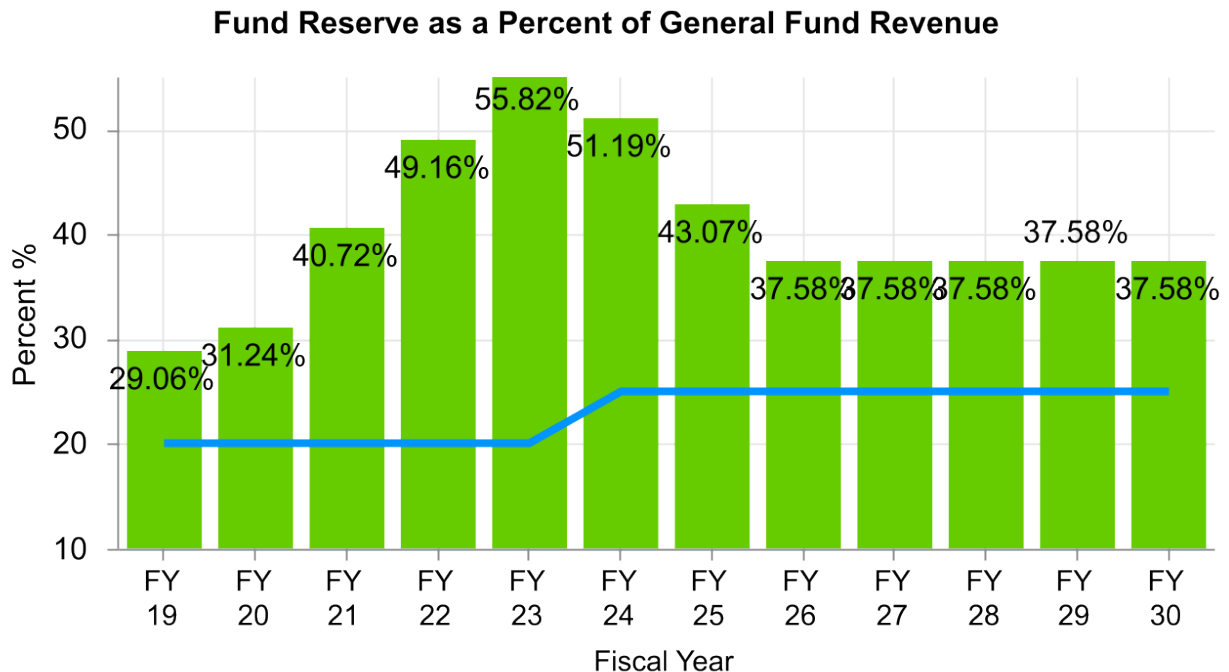
By the end of the Fiscal Year 2026 5-Year Capital Improvement Program (CIP) budget the total amount of debt for the City of Dubuque would be \$310.6 million (32.9% of the statutory debt limit), less than the current 33.50%, and the projection is to be at 200.8 million (20% of statutory debt limit) within 10 years.

17. General Fund Reserve

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. Moody's Investor Service recommends a 20% General Fund Operating Reserve for "AA" rated cities. May 2021, Moody's Investor Services upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

These credit ratings are affirmation of the sound fiscal management of the mayor and city council, put Dubuque in a strong position to capitalize on favorable financial markets, borrow at low interest rate when necessary, and make critical investments in the community.

Fiscal Year	Fund Reserve (As percent of General Fund revenue)	New Moody's Calculation	Reason for change from previous Fiscal Year
FY 2021	40.72%		Increase due to American Rescue Plan Act funds received (\$13.2 million), frozen positions and capital projects through
FY 2022	49.16%	45.09%	Increase due to American Rescue Plan Act funds received (\$13.2 million), capital projects not expended before the end of the FY and vacant positions
FY 2023	55.82%	62.99 %	Increase due to American Rescue Plan Act funds not spent (\$26.4 million), capital projects not expended before the end of the FY and vacant positions
FY 2024	51.19%	62.41 %	Decrease due to spend down of American Rescue Plan Act funds.
FY 2025	43.07%	58.14 %	Decrease due to spend down of American Rescue Plan Act funds.



The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. **During Fiscal Year 2024, the General Fund minimum balance was increased to 25 percent.**

After all planned expenditures in FY 2026, the City of Dubuque will have a general fund reserve of 37.58% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 58.14% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's Investors Service. The general fund reserve cash balance is projected to be \$26,946,677 on June 30, 2026 as compared to the general fund reserve balance on an accrual basis of \$39,652,572. The general fund reserve balance on an accrual basis exceeds 27% in FY 2026, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

General Fund Reserve Projections:

Fiscal Year	Contribution	City's Spendable General Fund Cash Reserve	% of Projected Revenue	Moody's New Methodology
FY2019	\$1,050,000	\$20,945,090	29.06 %	
FY2020	\$	\$21,744,160	31.24 %	
FY2021	\$500,000	\$31,089,468	40.72 %	
FY2022	\$	\$41,259,518	49.16 %	45.09 %
FY2023	\$2,717,339	\$48,403,917	55.82 %	62.99 %
FY2024	\$4,419,668	\$43,826,193	51.19 %	62.41 %
FY2025	\$	\$45,452,572	43.07 %	58.14 %
FY2026	\$	\$39,652,572	37.58 %	54.73 %
FY2027	\$	\$39,652,572	37.58 %	51.32 %
FY2028	\$	\$39,652,572	37.58 %	47.91 %
FY2029	\$	\$39,652,572	37.58 %	44.50 %
FY2030	\$	\$39,652,572	37.58 %	43.03 %

Timeline of Public Input Opportunities

The Budget Office conducted community outreach with Balancing Act using print and digital marketing and presentations.

- **July:** City staff presented on the budget process to all Neighborhood Associations at the Multicultural Family Center and attendees had the opportunity to prioritize real City projects.
- **November:** The City Manager hosted an evening public budget input meeting.

Open Budget

<https://dollarsandcents.cityofdubuque.org/>

During Fiscal Year 2016, the City launched a web based open data platform. The City of Dubuque's Open Budget application provides an opportunity for the public to explore and visually interact with Dubuque's operating and capital budgets. This application is in support of the five-year organizational goal of a financially responsible city government and high-performance organization and allows users with and without budget data experience, to better understand expenditures in these categories.

Open Expenses

URL: <http://expenses.cityofdubuque.org/>

During Fiscal Year 2017, an additional module was added to the open data platform which included an interactive checkbook which will allow residents to view the City's

payments to vendors. The final step will be adding performance measures to the open data platform to allow residents to view outcomes of the services provided by the City.

Balancing Act

During Fiscal Year 2019, the City of Dubuque launched a new interactive budget simulation tool called Balancing Act. The online simulation invites community members to learn about the City's budget process and submit their own version of a balanced budget under the same constraints faced by City Council, respond to high-priority budget input questions, and leave comments.

Taxpayer Receipt

During Fiscal Year 2019, the City launched an online application which allows users to generate an estimate of how their tax dollars are spent. The tool uses data inputted by the user such as income, age, taxable value of home, and percentage of goods purchased within City limits. The resulting customized receipt demonstrates an estimate of how much in City taxes the user contributes to Police, Fire, Library, Parks, and other city services. This tool is in support of the City Council goal of a financially responsible and high-performance organization and addresses a Council-identified outcome of providing opportunities for residents to engage in City governance and enhance transparency of City decision-making.

There will be seven City Council special meetings prior to the adoption of the FY 2027 budget before the state mandated deadline of April 30, 2026.

The recommended maximum property tax dollars in FY 2027 is \$31,941,065 (tax rate of \$10.0637) or a 6.93% increase over FY2026 property tax dollars.

At this public hearing, the only options available to City Council are to approve the amount of proposed property tax rate and dollars as is or decrease it.

The requested action step is for City Council to adopt the attached resolution setting the public hearing date for the Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements as required by Section 384.15A of the Code of Iowa and publish the recommended rate in the taxpayer statement mailed by Dubuque County.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Laura Bendorf, Budget Manager

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:
Meeting Date: 3/23/2026 Meeting Time: 06:30 PM Meeting Location: City Council Chambers, 350 W 6th St.

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofdubuque.org

City Telephone Number
(563) 589-4398

Iowa Department of Management	Current Year Certified Property Tax 2025 - 2026	Budget Year Effective Property Tax 2026 - 2027	Budget Year Proposed Property Tax 2026 - 2027
Taxable Valuations for Non-Debt Service	2,893,074,400	3,072,271,414	3,072,271,414
Consolidated General Fund	22,523,944	22,523,944	23,450,064
Operation & Maintenance of Public Transit	1,882,118	1,882,118	2,196,766
Aviation Authority	0	0	0
Liability, Property & Self Insurance	1,513,541	1,513,541	1,384,919
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	2,962,537	2,962,537	3,966,917
Other Employee Benefits	0	0	0
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	3,480,914,961	3,766,888,485	3,766,888,485
Debt Service	280,283	280,283	282,630
CITY REGULAR TOTAL PROPERTY TAX	29,162,423	29,162,423	31,281,296
CITY REGULAR TAX RATE	10.06372	9.47532	10.16485
Taxable Value for City Ag Land	3,458,250	3,460,836	3,460,836
Ag Land	10,371	10,371	10,396
CITY AG LAND TAX RATE	2.99892	2.99667	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Residential	477	498	4.40
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Commercial	2,075	2,326	12.10

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

Essential wage adjustments for current agreements, upcoming negotiations, and non-represented staff. Also continued implementation of a classification and compensation study to ensure fair pay and strengthen our workforce, ultimately enhancing the quality of services we provide to the community.

SUMMARY OF ALL REQUESTED IMPROVEMENT PACKAGES
FISCAL YEAR 2027

Department	Description	Recurring/Non-Recurring	ADDL Expense	ADDL Revenue	Net Impact
Recurring Requested Improvement Packages - General Fund					
City Attorney	Police Department Records license	R	\$ 600	\$ 465	\$ 135
City Clerk	Business License and Permits Fee Increase	R	\$ -	\$ 2,145	\$ (2,145)
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$ (91,145)	\$ 62,489	\$ (28,656)
Community Impact	Increase city's financial support for Community Impact Administrative Support position by 0.58 FTE.	R	\$ 43,157		\$ 43,157
Economic Development	Bringing in a Arts Grants Consultant for grant eligibility and financial review process and eliminate a 0.25 FTE intern position.	R	\$ 3,000	\$ 10,417	\$ (7,417)
Economic Development	SlideRoom Grant Application Software	R	\$ 3,000		\$ 3,000
Emergency Communications	911 surcharge shortfall	R	\$ 78,000	\$ -	\$ 78,000
Emergency Communications	911 Public Safety Applicants testing software upgrade	R	\$ 2,368	\$ 1,184	\$ 1,184
Emergency Communications	Software to track training requirements for 911 Dispatch staff	R	\$ 3,000	\$ 1,500	\$ 1,500
Emergency Communications	Emergency Communications Vehicle	R	\$ 40,000	\$ 20,000	\$ 20,000
Engineering	Full size cargo van equipped with storage racking, tools and supplies for Facilities Maintenance	R	\$ 62,000		\$ 62,000
Engineering	1.0 FTE Maintenance worker for all City Buildings	R	\$ 86,439		\$ 86,439
Engineering	1.0 FTE Custodian I for the Data Center (Chavenelle Rd) location.	R	\$ 77,793	\$ 40,581	\$ 37,212
Engineering	New truck for the Engineering Technician position. The addition of this truck will ensure the new Engineering Technician position can perform duties efficiently and safely without relying on shared or personal vehicles.	R	\$ 49,500		\$ 49,500
Fire	New Position for Fire Code Official / Fire Prevention & Plan Review Manager	R	\$ 195,202		\$ 195,202
Fire	Addition of a new Computer Workstation at Fire station 4 to improve efficiency and reduce delays	R	\$ 2,075		\$ 2,075
Fire	Firefighter 2	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 3	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 4	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 5	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 6	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 7	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 8	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Firefighter 9	R	\$ 108,242	\$ 80,678	\$ 27,564
Fire	Incorporating Scenario-based assessments promotional testing process	R	\$ 9,000		\$ 9,000
Fire	Annual Generator Maintenance	R	\$ 3,120		\$ 3,120
Fire	Firefighter 1	R	\$ 108,242	\$ 80,678	\$ 27,564
Health Services	CitizenServe Permitting and Inspection (7) software licenses	R	\$ 10,500		\$ 10,500
Health Services	Part-Time Animal Control Officer	R	\$ 50,822		\$ 50,822
Housing & Community Development	Electronic Code Access to ICC's code library	R	\$ 1,300		\$ 1,300
Housing & Community Development	H&CD Administrative Support Professional (Requests in General Fund and Lead Fund)	R	\$ 69,548		\$ 69,548
Information Technology	User Technology Support Specialist	R	\$ 91,867		\$ 91,867
Information Technology	Lead Applications Network Analyst	R	\$ 105,435		\$ 105,435

Information Technology	IT Service Management Software - combines several pieces of software that IT currently uses under one umbrella	R	\$	75,000		\$	75,000
Information Technology	Addition of a 2nd IT vehicle	R	\$	40,000		\$	40,000
Library	Library Aide (1.0 FTE, NB09) to Librarian I (1.0 FTE, NB12) in Adult Services	R	\$	80,632	\$	68,544	\$ 12,088
Library	Library Aide (1.0 FTE, NB09) to Librarian I (1.0 FTE, NB12) for the Library Aide-Youth Services position.	R	\$	80,632	\$	68,544	\$ 12,088
Library	Library Aide (1.0 FTE, NB09) to Librarian I (1.0 FTE, NB12) for the Library Aide-Teen Services position.	R	\$	80,632	\$	68,544	\$ 12,088
Parks	Parks Patrol Additional 1,510 Hours	R	\$	39,865		\$	39,865
Parks	1.0 FTE Forestry Technician	R	\$	73,586		\$	73,586
Police	New Crime Analyst Intern Position	R	\$	9,011		\$	9,011
Public Works	Fleet A/C Machine (R-1234yf)	R	\$	9,750		\$	9,750
Recreation	Golf cart passes increased \$50.	R	\$	-	\$	2,600	\$ (2,600)
Recreation	Reallocation and reduction of temporary employee expenses	R			\$	26,295	\$ (26,295)
Recreation	Mobile Event Trailer - 0.1 FTE and income increase	R	\$	2,641	\$	2,700	\$ (59)
Recreation	Full-time Communications Specialist (1.0 FTE, NB-11). Recommended from Parks & Rec master plan. This position is needed due to citizens not being aware of Parks and Recreation offerings.	R	\$	102,658		\$	102,658
Transportation Services	Part-time Bus Attendant Position (0.50 FTE, NB-05). This position is needed due to safety concerns with student on the afternoon buses	R	\$	26,251		\$	26,251
TOTAL GENERAL FUND RECURRING PACKAGES				\$ 2,491,417	\$ 1,102,110		\$ 1,514,285

Nonrecurring Requested Improvement Packages - General Fund

City Clerk	Desktop to Laptop Upgrade	N	\$	300	\$	232	\$ 68
City Manager's Office	Org Culture/EQ Transition Consultant	N	\$	96,000	\$	74,390	\$ 21,610
City Manager's Office	Climate Action Coordinator - 1 year extension	N	\$	103,737	\$	-	\$ 103,737
City Manager's Office	Energy Savers Program - outdated and inefficient heat source and/or water heater replacements	N	\$	85,000		\$	85,000
Community Impact	Increasing funding for neighborhood association grant	N	\$	15,000		\$	15,000
Economic Development	Art on the River Artist Stipend Increase to bring in number of artist participation.	N	\$	2,200		\$	2,200
Emergency Communications	Communications Training Officer program - 4 staff members	N	\$	2,200	\$	1,100	\$ 1,100
Emergency Communications	Quality Assurance Certification	N	\$	4,882		\$	4,882
Finance	Safety and Risk Software	N	\$	20,000		\$	20,000
Finance	Safety Equipment	N	\$	10,000		\$	10,000
Finance	Safety Consulting Services	N	\$	25,000		\$	25,000
Fire	Fire Department Mental Health Wellness Checks	N	\$	22,000		\$	22,000
Fire	Purchase of Incident Command Boards	N	\$	1,500		\$	1,500
Fire	Purchase items for Employee Recognition	N	\$	5,000		\$	5,000
Fire	Contract External ICS Training essential for effective command and coordination during complex incidents	N	\$	3,000		\$	3,000
Fire	Replacement of Garage door at Fire Station 5	N	\$	5,000		\$	5,000
Fire	Creation of Dubuque Fire Explorer Post Program for youth ages 14-18	N	\$	10,000		\$	10,000
Fire	Epoxy floor at fire station 5	N	\$	9,000		\$	9,000
Health Services	Community Health Assessment and Health Improvement Plan Outreach & Engagement	N	\$	5,200		\$	5,200

Health Services	Community Pet Education Event	N	\$	2,500		\$	2,500	
Health Services	Rabies Vaccination Voucher	N	\$	5,000		\$	5,000	
Health Services	National Environmental Health Assoc Conference - 2 staff members	N	\$	5,090		\$	5,090	
Health Services	Animal Control Truck Safety Accessories - seat covers, floor mats and a cargo divider.	N				\$	1,208	
			\$	1,208				
Health Services	Animal Control Truck Vehicle Wrap	N	\$	2,500		\$	2,500	
Health Services	Animal Control Postcard Mailing - promotion of new pet licensing software (2 year recurring request)	N		9,130		\$	9,130	
			\$	9,130				
Health Services	National Assoc of County & City Health Officials Preparedness Summit for Emergency Preparedness Planner	N				\$	3,500	
			\$	3,500				
Health Services	Int'l Assoc of Emerg Managers Conference	N	\$	3,700		\$	3,700	
Health Services	Dale Carnegie Training - Animal Control Officer & Environmental Sanitarian	N	\$	4,700		\$	4,700	
Housing & Community Development	Adding Funding for Building Demolitions	N	\$	72,500		\$	72,500	
Human Resources	Digitizing City documents with a third party provider	N	\$	80,000	\$	61,992	\$	18,008
Human Resources	Temp Office Asst for Scanning	N	\$	29,160	\$	22,596	\$	6,564
Human Resources	City of Dubuque shirts for HR staff	N	\$	875	\$	678	\$	197
Human Resources	SHRM-CP certification for HR staff	N	\$	1,150	\$	891	\$	259
Human Resources	HR Employment Specialist to attend the annual NeoGov conference.	N	\$	2,463	\$	1,898	\$	565
Human Resoures	Recruitment Services for City Manager	N	\$	50,000	\$	38,530	\$	11,470
Human Rights	Community Dialogue Event focused on the themes of belonging and connection.	N	\$	2,020		\$	2,020	
Human Rights	Civil Rights Education Community Event	N	\$	2,020		\$	2,020	
Human Rights	Bus Wrap & Social Media Campaign to advertise Human Rights dept and how/why to file a discrimination complaint	N	\$	6,460		\$	6,460	
Information Technology	Plotter for the Information Technology department	N	\$	5,000		\$	5,000	
Information Technology	IT Staff City of Dubuque Polos	N	\$	1,500		\$	1,500	
Information Technology	Training and education for IT staff - classes, conferences, certifications and other education needs	N	\$	28,000		\$	28,000	
Information Technology	Hybrid work from home setup for all salaried employees. Includes docks, power strips, and headset/speakers.	N	\$	6,000		\$	6,000	
Information Technology	Copilot Licensing - 200 additional licenses	N	\$	72,000		\$	72,000	
Information Technology	5 employees to attend virtual Esri GIS training per year.	N	\$	16,000		\$	16,000	
Information Technology	Additional conference per year for GIS Coordinator	N	\$	3,000		\$	3,000	
Information Technology	AED for the Information Technology office	N	\$	2,700		\$	2,700	
Information Technology	City Hall 3rd Floor Network Switch Enclosure - lockable doors	N	\$	2,500		\$	2,500	
Information Technology	Fluke Optical Time Domain Reflectometer for testing fiber optic cable performance	N	\$	29,000		\$	29,000	
Information Technology	Additional Assest Management Equipment - 3 spare laptops, 3 spare desktops, asset tag scanners, asset management cart, 3 spare docks, and 3 spare monitors.	N	\$	13,000		\$	13,000	
Information Technology	Dual 34" curved monitors with privacy glass for all IT staff.	N	\$	17,000		\$	17,000	
Information Technology	Outdoor hardtop gazebo at the IT office	N	\$	5,000		\$	5,000	
Parks	ISU Shade Tree Short Course for forestry staff.	N	\$	1,731		\$	1,731	
Planning	lowACE Education Conference - Zoning Enforcement Officer	N	\$	800	\$	553	\$	247
Planning	Additional Planner to attend the National American Planning Association Conference (APA)	N	\$	3,000	\$	2,075	\$	926

Planning	City of Dubuque shirts for Planning staff	N	\$	420	\$	290	\$	130
Planning	Dale Carnegie training for the Planning Technician	N	\$	2,500	\$	1,729	\$	771
Planning	Desktop to Laptop Upgrade for Planning Professional Admin Assistant	N	\$	1,010	\$	698	\$	312
Planning	Upgrade Computer to Engineering Computer for two Assistant Planners	N	\$	1,200	\$	830	\$	370
Planning	Leadership Dubuque training for Assistant Planner	N	\$	1,570	\$	1,086	\$	484
Planning	Safe Routes to School Bike Gear	N	\$	563			\$	563
Police	Mental health wellness checks	N	\$	11,400			\$	11,400
Police	Non-Profit Special Event Volunteers	N	\$	5,000			\$	5,000
Police	Professional Development funds to allow upto 25 officers per year for professional development training.	N	\$	40,000			\$	40,000
Police	Repurpose two squad cars to conduct annual state-mandated vehicle operation training.	N	\$	19,690	\$	(20,000)	\$	39,690
Public Works	Public Works Employee Training (this request includes funding in Solid Waste Sanitary Sewer, Road Use Tax, Garage and General Fund)	N	\$	2,400			\$	2,400
Public Works	Employee Recognition	N	\$	1,500			\$	1,500
Public Works	Public Works Employee Training (this request includes funding in Solid Waste Sanitary Sewer, Road Use Tax, Garage and General Fund)	N	\$	2,400			\$	2,400
Recreation	Wi-Fi access at the McAleece ballfield complex.	N	\$	2,500			\$	2,500
Recreation	Increase in two supervisors' and business development manager's education reimbursement so they can attend high quality continuing education opportunities.	N	\$	3,600			\$	3,600
Recreation	4 Desktop to laptop upgrades	N	\$	1,800			\$	1,800
Recreation	McAleece ballfield safety net replacement	N	\$	3,000			\$	3,000
Recreation	Wi-Fi access throughout the Bunker Hill Admin building to be used by Golf patrons and event/rental/meeting users.	N	\$	2,500			\$	2,500
Recreation	Bunker Hill Outdoor sound system for events and emergency communications	N	\$	9,647			\$	9,647
Recreation	Bunker Hill Clubhouse additional fryer	N	\$	1,600			\$	1,600
TOTAL GENERAL FUND NON-RECURRING PACKAGES				\$ 1,029,526	\$ 189,569		\$ 839,957	

ENTERPRISE FUNDS

Parking Fund

Parking	Parking Permit rate increases for Central Ramp, 5th St Ramp and Port of Dubuque Lot	R			\$	102,102	\$	(102,102)
Subtotal Parking Fund				\$ -	\$ 102,102		\$ (102,102)	

Stormwater Fund

City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(345)			\$	(345)
Engineering	1.0 FTE Civil Engineer II for the Water Resources Division (cost split 50% with Sanitary Fund)	R	\$	63,412			\$	63,412
Engineering	1.0 FTE Civil Engineer III for the Water Resources Division. (Cost split 70% Stormwater Fund, 30% Sanitary)	R	\$	110,027			\$	110,027
Engineering	Increase the funding in the 28E Agreement with Dubuque County and the Soil & Water Conservation District to support an additional 0.5 FTE.	R	\$	26,441			\$	26,441
Engineering	1.0 FTE Administrative Support Professional for the Engineering Water Resources team. (Cost shared 50% with Sanitary Funds)	R	\$	38,927			\$	38,927

Subtotal Stormwater Fund				\$ 238,462	\$ -	\$ 238,462
Water Fund						
Water	GPS technology improvement to support reliable and accurate mapping of underground infrastructure	R	\$	9,626	\$	9,626
Water	EPA Service Line Material Annual Notifications	R	\$	4,000	\$	4,000
Water	Cold-weather and high-visibility safety gear for administration staff who must perform outdoor tasks or respond to incidents in inclement weather or high-traffic area	R	\$	850	\$	850
Subtotal Water Fund				\$ 14,476	\$ -	\$ 14,476
Sanitary Sewer Fund						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(2,175)	\$	(2,175)
Engineering	1.0 FTE Civil Engineer II for the Water Resources Division (cost split 50% with Stormwater Fund)	R	\$	63,412	\$	63,412
Engineering	1.0 FTE Civil Engineer III for the Water Resources Division. (Cost split 70% Stormwater Fund, 30% Sanitary)	R	\$	47,154	\$	47,154
Engineering	1.0 FTE Administrative Support Professional for the Engineering Water Resources team. (Cost shared 50% with Stormwater Funds)	R	\$	38,928	\$	38,928
Public Works	Public Works Employee Training (this request includes funding in Solid Waste Sanitary Sewer, Road Use Tax, Garage and General Fund	N	\$	1,200	\$	1,200
WRRRC	PT Administrative Support Professional (0.4 FTE)	R	\$	24,107	\$	24,107
WRRRC	Activated Sludge Tank Cleaning	R	\$	42,500	\$	42,500
WRRRC	Stormwater Maintenance Activities - reimbursement for staff time spent on Stormwater activities	R		\$ 6,950	\$	(6,950)
WRRRC	.25 FTE Part-Time Custodial Services	R	\$	19,694	\$ 12,700	\$ 6,994
Subtotal Sanitary Sewer Fund				\$ 234,820	\$ 19,650	\$ 215,170
Solid Waste Fund						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(585)	\$	(585)
Public Works	Resource Management Supervisor Rubicon Summit Attendance	R	\$	3,750	\$	3,750
Public Works	Resource Management Supervisor SWANA RCON Conference Attendance	R	\$	3,750	\$	3,750
Public Works	Public Works Employee Training (this request includes funding in Solid Waste Sanitary Sewer, Road Use Tax, Garage and General Fund	N	\$	4,000	\$	4,000
Public Works	Solid Waste Small Tools and Equipment	R	\$	1,200	\$	1,200
Subtotal Solid Waste Fund				\$ 12,115	\$ -	\$ 12,115
Landfill						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(900)	\$	(900)
DMASWA	Brush Mower	R	\$	11,000	\$	11,000
DMASWA	WiFi Equipment	R	\$	10,500	\$	10,500
DMASWA	GIS Asset Mapping	R	\$	73,000	\$	73,000
DMASWA	Environmental Impact Fund	R	\$	192,500	\$	192,500
DMASWA	Semi Tractor & Trailer	R	\$	300,000	\$	300,000
Public Works	Landfill Small Tools & Equipment	N	\$	2,000	\$	2,000
Public Works	Smartphones for Equipment Operators	R	\$	5,520	\$	5,520

Public Works	AED Replacement and Additional AED w/Cab	N	\$	6,084	\$	6,084
Public Works	Staff Uniform Service	R	\$	19,478	\$	19,478
Public Works	Landfill Supervisor USCC Conference	R	\$	3,750	\$	3,750
Public Works	Environmental Tech NAHMMA Conference	R	\$	3,650	\$	3,650
Public Works	Educator Badger SWANA Conference	R	\$	1,110	\$	1,110
Public Works	Educator NAHMMA Conference	R	\$	3,650	\$	3,650
Public Works	Educator SWANA Conference Attendance	R	\$	3,750	\$	3,750
Subtotal Landfill Fund			\$	635,092	\$ -	\$ 635,092
Road Use Tax (RUT) Fund						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(540)	\$	(540)
Public Works	Public Works Employee Training (this request includes funding in Solid Waste Sanitary Sewer, Road Use Tax, Garage and General Fund	N	\$	4,800	\$	4,800
Public Works	Two Utility Worker Positions	R	\$	113,630	\$	113,630
Public Works	Street Maintenance overtime for Barricades/Bollards during Special Events	R	\$	10,000	\$	10,000
Subtotal Road Use Tax Fund			\$	127,890	\$ -	\$ 127,890
Garage Fund						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(195)	\$	(195)
Subtotal Garage Fund			\$	(195)	\$ -	\$ (195)
Lead Paint						
Housing	H&CD Administrative Support Professional (Requests in General Fund and Lead Paint Fund)	R	\$	4,858	\$	4,858
Subtotal Lead Paint Fund			\$	4,858	\$ -	\$ 4,858
Cable TV						
City Manager's Office	Growing Sustainable Communities Conference elimination	R	\$	(1,220)	\$	(1,220)
Subtotal Cable TV Fund			\$	(1,220)	\$ -	\$ (1,220)
TOTAL OF ALL REQUESTED IMPROVEMENT PACKAGES IN ALL FUNDS			\$	4,787,241	\$ 1,413,431	\$ 3,498,788

RESOLUTION NO. -26

SETTING A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2027 TAX RATE AND DOLLARS AND TAXPAYER STATEMENTS

Whereas, pursuant to State of Iowa Section 24.2A (4)(a) as adopted by Iowa HF718, the City of Dubuque is required to hold a public hearing to consider the proposed Fiscal Year 2027 city tax rate and dollars and taxpayer statements; and

Whereas, the notice of hearing must be published not less than 4 days and not more than 20 days prior to the date of the hearing; and

Whereas, at said hearing, the City Council is required to review the proposed tax notice for the Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements.

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

Section 1. The Dubuque City Council will conduct a public hearing on March 23, 2026, at 6:30 p.m. at City Council Chambers, 350 W 6th St. and virtually.

Section 2. The Chief Financial Officer is hereby directed to prepare a Notice of Public Hearing on the proposed Fiscal Year City Property Tax Levy with the required information pursuant to Section 24.2A (4)(a) as adopted by Iowa HF718.

Section 3. The City Clerk is hereby directed to publish the notice of public hearing pursuant to Section 24.2A (4)(a) as adopted by Iowa HF718.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Application Review

SUMMARY: Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Housing Commission

One, 3-Year term through August 17, 2028 (Vacant term of Dickens)

Applicant:

Wyatt Pierce, 696 University Ave.

Long Range Planning Advisory Commission

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

Applicant:

Parker Scott, 2455 Woodlawn St.

Zoning Board of Adjustment

One, 5-Year term through 3-25-31 (Expiring term of Loeffelholz)

Applicant:

Ben Loeffelholz, 3180 Keokuk Ct.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Housing Commission Applicant
3. Long Range Planning Advisory Commission Applicant
4. Zoning Board of Adjustment Application
5. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, March 2, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Housing Commission

One, 3-Year term through August 17, 2028 (Vacant term of Dickens)

Applicant:

Wyatt Pierce, 696 University Ave.

Long Range Planning Advisory Commission

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

Applicant:

Parker Scott, 2455 Woodlawn St.

Zoning Board of Adjustment

One, 5-Year term through 3-25-31 (Expiring term of Loeffelholz)

Applicant:

Ben Loeffelholz, 3180 Keokuk Ct.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Human Rights Commission

Three, 3-Year terms through January 1, 2029 (Vacant terms of Kurczek, Luzelena, and Zanger)

Applicants:

Erin Beatty, 1631 Jackson St. Additional Applicant

Courtney Engevold, 2756 Jackson St.

Juan Montgomery, 36 West 4th St.

ARTICLE B. HOUSING COMMISSION

SECTION:

2-5B-1: Commission Created

2-5B-2: Purpose

2-5B-3: Internal Organization And Rules

2-5B-4: Procedures For Operation

2-5B-5: Membership

2-5B-6: Oath

2-5B-7: Terms

2-5B-8: Vacancies

2-5B-9: Officers/Organization

2-5B-10: Meetings

2-5B-11: Compensation

2-5B-12: Removal

2-5B-13: Powers

2-5B-14: Project Approval

2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-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. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Special Qualifications:

1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023; Ord. 33-24, 6-17-2024)

2-5B-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. 67-15, 10-19-2015; Ord. 33-24, 6-17-2024)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-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. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) 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. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021; Ord. 33-24, 6-17-2024)

2-5B-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. 67-15, 10-19-2015)

2-5B-12: REMOVAL:

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;

J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and

K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:

Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:

The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Gina Hodgson](#);
Subject: Online Form Submittal: Board/Commission Application Form
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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, Housing Commission
Commission, or
Committee
applying for:

Please identify At-Large
which opening on
the Housing
Commission your

qualifications
represent

Name: Wyatt Pierce

Pronunciation: *Field not completed.*

Street Address: 696 University Ave

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 2243391723

Email Address(es): Wyattlyndon760@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

No

Committee
before?

If yes, which? *Field not completed.*

Why are you
interested in
applying for this
Board or
Commission?

I think I can make a difference

Describe your
experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

student at loras college. volunteer work at the National Mississippi
River Museum.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Valarie Bell, David Cochran

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):

Wyatt Pierce

Date: 2/10/2026

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CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

15-2-1: Commission Created

15-2-2: Purpose

15-2-3: Internal Organization And Rules

15-2-4: Procedures For Operation

15-2-5: Membership

15-2-6: Oath

15-2-7: Terms

15-2-8: Vacancies

15-2-9: Officers/Organization

15-2-10: Meetings

15-2-11: Compensation

15-2-12: Removal

15-2-13: Powers

15-2-1: COMMISSION CREATED:

There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:

The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 62-15, 9-21-2015)

15-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:

A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 62-15, 9-21-2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross- representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

15-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 62-15, 9-21-2015)

15-2-10: MEETINGS:

A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. Attendance:

1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

E. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget. (Ord. 62-15, 9-21-2015)

15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;

B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;

C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;

D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;

E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;

F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a public hearing;

G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;

H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and

I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jason Duba](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Long Range Planning Advisory Commission
Commission, or
Committee
applying for:

Name: Parker Scott

Pronunciation: *Field not completed.*

Street Address: 2455 Woodlawn Street

You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

Zip Code: 52001

Preferred Phone Number: (507) 822-7063

Email Address(es): parkerscott772@outlook.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? Yes

If so, when? 2023

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 I'm interested in participating in the Long Range Planning Advisory Commission because I'm passionate about helping shape the future

Board or Commission?	of Dubuque and ensuring it is a "city of choice" for current and future residents.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	In the private sector, my career involves assisting employers in managing their employee benefits program and advising them on how they spend millions of budgeted dollars annually. This requires collaboration to understand their fiscal and cultural goals, high-level strategical thinking and problem solving, and effective communication whether I'm speaking to C-suite, HR, or their workforce. In my personal life, I enjoy restoring homes for a new homeowner which requires balancing the needs of the property, market expectations, and project management from start to finish. My experiences, both professional and personal, make me an excellent problem solver, strategic thinker, and position me well to advise on our community's physical, social, and economic development.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Mike Johns, 563-587-5085, Employer Chris Matlock, 563-845-8913, Vendor
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):	Parker Scott
Date:	2/21/2026

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16-8-1: ZONING BOARD OF ADJUSTMENT:

A. Board Created: There is hereby created the zoning board of adjustment.

B. Purpose: The purpose of the board is to review applications regarding criteria for granting of special exceptions, conditional use permits, or variances; to decide citizens' appeals of orders, requirements, decisions, or determinations made by planning services staff; and to hear cases given by applicants and decide whether the request should be granted based on the criteria set forth in the zoning ordinance.

C. Internal Organization And Rules: The board 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.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.

E. Membership:

1. The board comprises five (5) residents of the city, appointed by the city council.

2. Two (2) members from the board must be selected by the city council as cross representatives to the airport zoning board of adjustment.

3. A majority of the members of the board must be persons representing the public at large and must not be involved in the business of purchasing or selling real estate.

F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the city clerk's office any time prior to the first meeting of the board.

G. Terms: The term of office for members of the board is five (5) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning board of adjustment must serve a term on the airport zoning board of adjustment which coincides with their terms on the zoning board of adjustment.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The board 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 board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

J. Meetings:

1. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the members.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

3. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board, or by the next regularly scheduled city council meeting, whichever is later.

5. Quorum: The concurring vote of three (3) members of the board is necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: The city council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Iowa Code chapter 414, as such may be amended from time to time, or any ordinance adopted pursuant thereto.

2. To hear and decide special exceptions to the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

3. To hear and decide conditional use permits under the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

4. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance must be observed and substantial justice done.

In exercising the above mentioned powers such board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. (Ord. 53-15, 8-17-2015; amd. Ord. 47-16, 9-19-2016; Ord. 41-24, 6-17-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shena Moon](#); [Jason Duba](#); [Wally Wernimont](#); [Travis Schrobilgen](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
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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, Zoning Board of Adjustment
Commission, or
Committee
applying for:

Name: Ben Loeffelholz

Pronunciation: Low Fell Holz

Street Address: 3180 Keokuk Ct
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-451-7415

Email Address(es): benjaminjloeffelholz@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?

Yes

If yes, which? Yes none of which are with the city

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? Keith Ahlvin told me to apply

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have a master degree in Nonprofit management and bachelors in Public Admin

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Keith Ahlvin 563-845-8846 former co worker
Casey Curoe 319-981-6661

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):

Ben Loeffelholz

Date:

9/8/25

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CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 26

Indicates openings within 2026

Open

Indicates Current Opening

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tue., 4 p.m., Airport Conf. Room

Public Member 1	Ron	Vaughn	9/14/29
Public Member 2	Mariann	Kurtz Weber	9/14/29
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tue., 3:30 p.m., MFC or Varied locations

Public Member 1	Addison	Aronson	6/30/27
Public Member 2	Nick	Halder	6/30/28
Public Member 3	Gail	Chavenelle	6/30/27
Arts Rep. 1	Shirley	Davis-Orwoll	6/30/28
Arts Rep. 2	Doug	Donald	6/30/26
Arts Rep. 3	David	Barba	6/30/26
Arts Rep. 4	Open	Open	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	2/15/29
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	NA	NA	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	Open	Open	1/1/29
Public Member 3	Open	Open	1/1/29
Public Member 4	Open	Open	1/1/29
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	Rebecca	Bruce	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 BOARD3 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

**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.

Human Rights Commission

Three, 3-Year terms through January 1, 2029 (Vacant terms of Kurczek, Luzelena, and Zanger)

Applicants:

Erin Beatty, 1631 Jackson St. - Additional Applicant

Courtney Engevold, 2756 Jackson St.

Juan Montgomery, 36 West 4th St.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Human Rights Commission Applicants
3. Details and Openings
4. Written Input - Human Rights Commission

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, March 2, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Housing Commission

One, 3-Year term through August 17, 2028 (Vacant term of Dickens)

Applicant:

Wyatt Pierce, 696 University Ave.

Long Range Planning Advisory Commission

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

Applicant:

Parker Scott, 2455 Woodlawn St.

Zoning Board of Adjustment

One, 5-Year term through 3-25-31 (Expiring term of Loeffelholz)

Applicant:

Ben Loeffelholz, 3180 Keokuk Ct.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Human Rights Commission

Three, 3-Year terms through January 1, 2029 (Vacant terms of Kurczek, Luzelena, and Zanger)

Applicants:

Erin Beatty, 1631 Jackson St. Additional Applicant

Courtney Engevold, 2756 Jackson St.

Juan Montgomery, 36 West 4th St.

CHAPTER 2

HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers, Duties, And Responsibilities

8-2-14: Records To Be Public; Exceptions

8-2-15: Confidentiality Of Complaints And Investigatory Materials

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 30-25, 7-14-2025)

8-2-2: PURPOSE:

The purpose of the commission is to establish a human rights commission in conformance with the Iowa Civil Rights Act, to declare the public policy of nondiscrimination in the city; to provide for educational programs to prevent and eliminate discrimination in the city; and to cooperate with the Iowa Civil Rights Commission in the fulfillment of contractual obligations and the enforcement process. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 61-24, 11-18-2024)

8-2-3: 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. The Commission has adopted Administrative Rules which shall govern the work of the body and the enforcement process. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-6: 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. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-15, 7-20-2015)

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

A. Chair and Vice Chair. The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year.

B. Vacancies in Chair and Vice Chair. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

C. Secretary. A city staff member shall serve as secretary. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-10: MEETINGS:

A. Regular Meetings: The commission will be scheduled to meet monthly and must meet at least once per quarter.

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 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.

3. Remote attendance is allowed; arrangements should be made with city staff in advance of the meeting.

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. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024; Ord. 61-24, 11-18-2024)

8-2-11: 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. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS, DUTIES, AND RESPONSIBILITIES:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To study the existence, character, causes, and extent of discrimination in public accommodations, credit transactions, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such discrimination through education, conciliation, and recommended changes to policy and practice.

B. To form subcommittees to address specifically identified goals or needs in the community related to the elimination of discrimination.

C. To attend events and training opportunities both within the community and beyond.

D. To actively promote human rights to various groups in the community including governmental bodies, clubs, schools, and media.

E. To assist the City Manager, upon request, in the recruitment and selection of staff.

F. To work with the staff appointed by the City Manager to:

1. Review and provide feedback to city staff on the annual report prepared for transmission to the Mayor and City Council describing the work performed by the staff and the commission;

2. Discuss, develop, and submit budget requests in furtherance of the objectives and goals of the Commission and Department;

3. Review at the regular meetings intake and complaint data.

4. As needed, prepare for public hearings by attending training on the procedures outlined in the Administrative Rules for conducting a hearing.

G. To make recommendations to the City Council concerning the promotion and advancement of respect and belonging in the community and addressing discrimination in order to improve quality of life and livability for all residents, including the adjustment or adoption of regulations consistent with and necessary for the civil rights enforcement provisions of this Title.

H. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs

designed to advance respect and belonging and eliminate discrimination and tensions.

I. To receive, administer, dispense, and account for any restricted funds that may be donated to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

J. On occasion, and pursuant to this Title, the adopted Administrative Rules, the City contract with the Iowa Civil Rights Commission, and the Iowa Code, hold hearings upon a complaint made against a covered person or entity alleging a violation of the protections afforded by this Title for which conciliation efforts have failed to resolve the complaint. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 61-24, 11-18-2024; Ord. 30-25, 7-14-2025)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATORY MATERIALS:

No member of the commission will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-16: SUBPOENAS:

The staff assigned to the commission may issue subpoenas and order discovery in aid of investigations under this title pursuant to the Administrative Rules. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 2/21/2026 9:23:12 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:

Name: Erin Beatty

Pronunciation: Eh-Rin BAY-Tee

Street Address: 1631 Jackson Street

You must live

within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5635879318

Email Address(es): elouisebeatty@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

I am interested in serving on the Dubuque Human Rights Commission to help build a community where every resident feels respected, included, and treated with fairness. My experience working with low-income students and families at Thomas Jefferson

Board or Commission?	Middle School—where approximately 60% of the student body is economically disadvantaged—has given me a firsthand look at the systemic barriers that many in our community face. Whether through supporting LEAP after-school programming or collaborating with families to access critical resources, I have seen how advocacy and education can empower underrepresented voices. I look forward to bringing this perspective to the Commission to help eliminate discrimination and promote a high quality of life for all Dubuquers.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	My current role as the LRC Paraprofessional at Thomas Jefferson Middle School, combined with my background in information science, has uniquely prepared me to serve on the Human Rights Commission by blending community advocacy with objective analysis. Equitable Access to Information: Managing the library and special education collections at Jefferson requires a daily commitment to equity. I actively select diverse materials and coordinate resources to ensure all students, regardless of socioeconomic status, have the tools they need to succeed. This aligns with the Commission's goal of eliminating barriers to education. Archival Integrity and Documentation: My work establishing the school's history archive and my Master of Library and Information Science degree have trained me in meticulous record-keeping and database management. These skills are essential for the Commission's responsibility to investigate and document discrimination complaints with impartiality and precision. Community Education & Outreach: I have a proven track record of local engagement, from supervising programs at the Carnegie-Stout Public Library to presenting at the Dubuque Free School. I am eager to use these communication skills to help the Commission publicize and promote human rights ordinances to the wider Dubuque community. Analytical Perspective on Inequality: My academic research into wealth inequality, which I have presented at national conferences like the American Schools of Overseas Research, provides me with a critical framework for understanding systemic disparities. I can apply this analytical lens to help the Commission identify and address modern-day inequities in housing and employment. Through the Thomas Jefferson LRC, I serve as a bridge between information and the public. I look forward to bringing that same dedication to transparency and justice to the residents of Dubuque.
List two professional references:	Greg Lehman - (563) 552-4700, TJMS Principal (employer) Katie Hannan - (563) 581-3541, Former supervisor

(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

Erin Beatty

Date: 2/21/2026

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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Board/Commission Application Form

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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, Human Rights Commission
Commission, or
Committee
applying for:

Name: Courtney Engevoid

Pronunciation: *Field not completed.*

Street Address: 2756 Jackson Street
You must live

within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-564-1491

Email Address(es): courtney.engevold7140@gmail.com

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Social Media

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? 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 I'm interested in serving on the Human Rights Commission because this community is home to me and my family. I'm a mother of three mixed-race children and a grandmother that cares deeply about the environment they're growing up in. Through raising my children and

Board or Commission? my own experiences, I've seen systemic disadvantages that aren't always visible to those who haven't been directly affected, and I want to be part of the work that helps make our city more equitable for everyone. I'd love to be a part of initiatives that highlight the need for this and help push them to fruition.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? I have experience in HR, project management, DEI, and volunteer on my employers Culture Committee, Have worked to implement volunteer days company wide as well as other drives to support several local non-profit organizations.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) Jolene Kohlenberg - Co-Worker/Mentor - Board of Directors
Dubuque Food Pantry - 608-732-5740
Jeff Lenhart - I've worked with Jeff to coordinate food donations to The Mission for several years - 563-880-1042

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): Courtney Engevold

Date: 02/02/26

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/14/2026 12:50:12 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, Human Rights Commission
Commission, or
Committee
applying for:

Name: Juan Montgomery

Pronunciation: waun mont - gum - er-ee

Street Address: 36 W. 4th st. , Dubuque, IA
You must live

within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5632582834

Email Address(es): montgomeryjuan280@gmail.com

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: city employee

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

change and refresh change, involvement

Board or
Commission?

Describe your
experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

I'm directly affected by it. I'm a business owner also I volunteered for
a program called Inner City Youth where I did volunteer work.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Maurice Perkins - 773-715-4280- program director for the Inner City
Youth Foundation
Sharle Washington - 312-719-3733 Contractor I work with

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):

Juan Montgomery

Date:

01/14/2026

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	Open	Open	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	2/15/29
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	NA	NA	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	Open	Open	1/1/29
Public Member 3	Open	Open	1/1/29
Public Member 4	Open	Open	1/1/29
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	Rebecca	Bruce	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 BOARD3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.
Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg.

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg.

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Ben	Loeffelholz	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, February 23, 2026 12:57 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229764] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID 229764

Date/Time 2/23/2026 12:57 PM

Type Contact City Council

Address 1631 JACKSON ST, Dubuque

Origin Website

Comments Dear City Council Members,

As a lifelong Dubuque resident and a homeowner in the Washington Neighborhood since 2016, I care deeply about the equity and wellbeing of our community. I am writing to introduce myself as an applicant for the Human Rights Commission.

For the past five years as the LRC paraprofessional at Jefferson Middle School, I have worked directly with students who face barriers tied to housing, health, literacy, and access to information. These experiences have shown me how educational inequity extends far beyond the classroom, shaping a person's future opportunities and stability. On the Commission, I hope to advocate for policies that acknowledge and address these interconnected challenges.

My academic background also informs my approach. My Master's in Archaeology, focused

on ancient wealth inequality, provides me with a critical framework for understanding how disparities are built and sustained over centuries. This “long-view” helps me identify modern systemic issues not as isolated incidents but as patterns that require intentional, policy-driven solutions. My recent Master of Library and Information Science degree has further strengthened my commitment to intellectual freedom and equitable resource distribution.

I am a firm believer in active service. Whether archiving Jefferson’s history for the Dubuque Area History Expo or serving as Secretary on the boards of the Dubuque Chorale and the Dubuque Democratic Socialists, I work to preserve, uplift, and expand access to community voices.

I would be honored to bring this blend of historical perspective, educational experience, and equity-focused advocacy to the Human Rights Commission. Thank you for your time.

Sincerely,
Erin Beatty

Submitter Beatty, Erin L
1631 Jackson St.
Dubuque, IA 52001
563-587-9318
elouisebeatty@gmail.com

[View in QAlert](#)

Dubuque, IA

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: 2026 Catherine Street Storm Sewer Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$250,000.00 for the 2026 Catherine Street Storm Sewer Project through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION 2026 Catherine Street Storm Sewer Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo 2026 Catherine Street Storm Sewer Project Public Hearing
2. Staff Memo 2026 Catherine St Storm Sewer Project - Council Public Hearing
3. 2026 Catherine St Storm Sewer Project - PH Approve Plans Specs Contract Cost RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

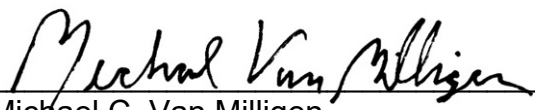
SUBJECT: 2026 Catherine Street Storm Sewer Project
Public Hearing
Project No. 5586500002, 5521000012, 5521000018

DATE: February 24, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$250,000.00 for the 2026 Catherine Street Storm Sewer Project through adoption of the attached resolution.

Properties along Catherine Street have experienced flooding during heavy rainfall events. This is partially a result of the underground storm sewer system on Catherine Street being undersized, minimal storm sewer intake catch basins in the street to capture and convey the storm water, along with shallow curb and gutter along the street which overtops with storm water during heavy rainfall events.

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
Luke Steger, Engineering Technician

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
SUBJECT: 2026 Catherine Street Storm Sewer Project
Public Hearing
Project No. 5586500002, 5521000012, 5521000018
DATE: February 24, 2026

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2026 Catherine Street Storm Sewer Project.

BACKGROUND

Properties along Catherine Street have experienced flooding during heavy rainfall events. This is partially a result of the underground storm sewer system on Catherine Street being undersized, minimal storm sewer intake catch basins in the street to capture and convey the storm water, along with shallow curb and gutter along the street which overtops with storm water during heavy rainfall events.

DISCUSSION

The 2026 Catherine Street Storm Sewer Project will include providing all labor, equipment, and materials to install five (5) new storm sewer intakes, install approximately 375 L.F. of concrete pipe storm sewer, one (1) new manhole, asphalt pavement removal and replacement, concrete curb and gutter removal and replacement, concrete sidewalk removal and replacement.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	February 16, 2026
Publish Notice to Bidders, Advertise for Bids	February 20, 2026
Notice of Public Hearing on Plans and Specs	February 20, 2026
Public Hearing on Plans and Specs	March 2, 2026
Receipt of Bid Proposals	March 12, 2026
Award Construction Contract	March 16, 2026
Completion Date	August 28, 2026

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2026 Catherine Street Storm Sewer Project.

BUDGET IMPACT

The estimate of probable cost for the 2026 Catherine Street Storm Sewer Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 250,000.00
Contingency	25,000.00
Engineering Design and Administration	13,750.00
Total Project Cost	\$ 288,750.00

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
	Catherine Street Storm Sewer	\$ 43,000.00
5586500002	Catch Basin Reconstruction	50,000.00
5521000012	General Street Construction Repairs	25,000.00
5521000018	Pavement Rehabilitation	170,750.00
Total Construction Project Funding		\$ 288,750.00

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 2026 Catherine Street Storm Sewer Project through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Jenny Larson, Chief Financial Officer
Luke Steger, Engineering Technician

F:\PROJECTS\Storm\Catherine Street\Council & Staff Documents\Public Hearing

RESOLUTION NO. _____ -26

2026 CATHERINE STREET STORM SEWER PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the 2026 Catherine Street Storm Sewer Project will provide for all labor, equipment, and materials to install five (5) new storm sewer intakes, install approximately 375 L.F. of concrete pipe storm sewer, one (1) new manhole, asphalt pavement removal and replacement, concrete curb and gutter removal and replacement, concrete sidewalk removal and replacement; and

WHEREAS, the City Council, by Resolution No. 44-26, dated the 16th day of February, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the 2026 Catherine Street Storm Sewer Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 2nd day of March, 2026 on the plans, specifications, form of contract, and estimated cost for the 2026 Catherine Street Storm Sewer 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 2026 Catherine Street Storm Sewer Project in the estimated construction amount of \$250,000, are hereby approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project — Bid Package 1 Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and construction estimate of \$372,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1, and City Manager recommending approval.
RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 1
2. Staff Memo 2026 PW Overlay Curb Ramp Bid Package 1 - Council Public Hearing
3. 2026 PW Overlay Curb Ramp Bid Package 1 - PH Approve Plans Specs Contract Cost RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 1
Public Hearing
Project No. 5421000002

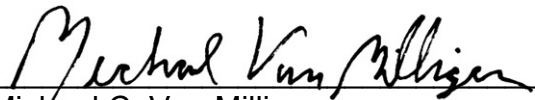
DATE: February 24, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and construction estimate of \$372,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1.

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 will provide for the replacement of 34 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 8 storm sewer intakes and landscape restoration work. in coordination with the Public Works Asphalt Overlay program at the following locations:

- Marywood Dr. from Rosewood Dr. to Crissy Dr. - 12 Ramps
- Glenview Cir. From Crissy Dr. to Crissy Dr. - 4 Ramps
- Kaufmann Ave. from John F. Kennedy Rd. to Martin Dr. - 10 Ramps
- Theda Dr. from Gordon Dr. to Martin Dr. - 8 Ramps

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

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 1
Public Hearing
Project No. 5421000002
DATE: February 24, 2026

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility challenges to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) standard. These are the most current standards to use for facilities in public right-of-way and addressed issues brought up since the original ADA standards were developed. Both the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) adopted PROWAG and require all cities that receive federal or state funding to follow these standards.

DISCUSSION

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 will provide for the replacement of 34 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 8 storm sewer intakes and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- Marywood Dr. from Rosewood Dr. to Crissy Dr. - 12 Ramps
- Glenview Cir. From Crissy Dr. to Crissy Dr. - 4 Ramps
- Kaufmann Ave. from John F. Kennedy Rd. to Martin Dr. - 10 Ramps
- Theda Dr. from Gordon Dr. to Martin Dr. - 8 Ramps

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	February 16, 2026
Publish Notice to Bidders, Advertise for Bids	February 20, 2026
Notice of Public Hearing on Plans and Specs	February 20, 2026
Public Hearing on Plans and Specs	March 2, 2026
Receipt of Bid Proposals	March 12, 2026
Award Construction Contract	March 16, 2026
Completion Date	May 22, 2026

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1.

BUDGET IMPACT

The estimate of probable cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 372,000.00
Contingency	37,200.00
Engineering Design and Administration	30,000.00
Total Project Cost	\$ 439,200.00

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	\$ 439,200.00
Total Construction Project Funding		\$ 439,200.00

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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Public Works

F:\0row\0-Projects\2026\2026 PW RAMPS\Bid Package 1

RESOLUTION NO. _____ -26

**2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM
SIDEWALK CURB RAMP PROJECT - BID PACKAGE 1**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

WHEREAS, the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 will provide for the replacement of 34 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 8 storm sewer intakes and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program; and

WHEREAS, the City Council, by Resolution No. 45-26, dated the 16th day of February, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 2nd day of March, 2026 on the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1.

**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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 in the estimated construction amount of \$372,000, are hereby approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2 Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$89,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 through adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 2
2. Staff Memo 2026 PW Overlay Curb Ramp Bid Package 2 - Council Public Hearing
3. 2026 PW Overlay Curb Ramp Bid Package 2 - PH Approve Plans Specs Contract Cost RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 2
Public Hearing
Project No. 5421000002

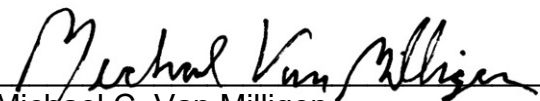
DATE: February 24, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$89,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 through adoption of the attached resolution.

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 will provide for the replacement of 10 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, and landscape restoration work in coordination with the Public Works Asphalt Overlay program at the following locations:

- University Ave. from Pennsylvania Ave. to Loras Blvd. – 10 Ramps

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
Arielle Swift, Public Works Director
Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Field Operations Supervisor

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 2
Public Hearing
Project No. 5421000002
DATE: February 24, 2026

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility challenges to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) standard. These are the most current standards to use for facilities in public right-of-way and addressed issues brought up since the original ADA standards were developed. Both the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) adopted PROWAG and require all cities that receive federal or state funding to follow these standards.

DISCUSSION

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 will provide for the replacement of 10 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- University Ave. from Pennsylvania Ave. to Loras Blvd. – 10 Ramps

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	February 16, 2026
Publish Notice to Bidders, Advertise for Bids	February 20, 2026
Notice of Public Hearing on Plans and Specs	February 20, 2026
Public Hearing on Plans and Specs	March 2, 2026
Receipt of Bid Proposals	March 12, 2026
Award Construction Contract	March 16, 2026
Completion Date	June 19, 2026

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2.

BUDGET IMPACT

The estimate of probable cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 89,000.00
Contingency	8,900.00
Engineering Design and Administration	10,000.00
Total Project Cost	\$ 107,900.00

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	\$ 107,900.00
Total Construction Project Funding		\$ 107,900.00

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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Public Works

RESOLUTION NO. _____ -26

**2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM
SIDEWALK CURB RAMP PROJECT - BID PACKAGE 2**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

WHEREAS, the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 will provide for the replacement of provide for the replacement of 10 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program; and

WHEREAS, the City Council, by Resolution No. 46-26, dated the 16th day of February, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 2nd day of March, 2026 on the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2.

**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 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 in the estimated construction amount of \$89,000, are hereby approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Request to Rezone Rustic Point #2 - Second Reading
SUMMARY:	Second reading of a proposed ordinance in response to a request from Brian Riniker to rezone Rustic Point #2 from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district, and Zoning Advisory Commission recommending approval. ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located Along Wagon Wheel Lane And Rustic Point Lane Within The Rustic Point Estates Subdivision From R-1 Single-Family Residential To R-2 Two- Family Residential Zoning District
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Letter to CC
2. Application
3. Vicinity Map
4. Notification Map
5. Staff Report
6. R1 Zoning
7. R2 Zoning
8. Ordinance
9. Pubic Opposition - Lewis at 4402 Sickie Ln
10. Public Opposition - Pawlowski at 4416 Sickie Ln
11. Public Opposition - Winkelman at 4424 Rustic Point Ln
12. Public Support - Greg Adams
13. Public Input Map
14. CC PPT Presentation

February 6, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Brian Riniker
Location: Rustic Point #2
Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on February 4, 2026. The application, staff report, and related materials are attached for your review.

Discussion

Brian Riniker, 2300 Stone Brook Lane, Eldridge, Iowa spoke for his request. He said they are seeking to rezone seven lots to allow for the option to construct townhomes. He said that in this Rustic Point Estates subdivision 57 lots are zoned R-1 lots and 19 lots are zoned R-2, but there are currently no R-2 zoned lots available for sale or construction. He said the rezoning would create seven lots that could have townhomes, but they may not use all seven utilized for townhomes. He noted that infrastructure limitations and expenses may prevent townhome development, so they are trying to determine feasibility. He said the proposed townhomes would be similar in density and character to existing townhome development in the subdivision.

The Commission sought clarification regarding what areas of the subdivision are currently zoned R-1 and R-2, and which lots were under consideration. Mr. Riniker referenced a map of the subdivision and pointed out the existing zoning districts within the subdivision as well as the lots that are requested to be rezoned.

Gary Jaeger, 3642 Wagon Wheel Lane, said that he's lived in the neighborhood for three years. He expressed concern about the rezoning because it's a change from what the property owners expected. He said he thinks that single family homes are more attractive to families, and he hopes more young families move into the neighborhood.

Mark Link, 3647 Wagon Wheel Lane, expressed concern about additional cars parking on the street, which he said is narrow, making it difficult to travel through, especially when it snows.

Mr. Riniker thanked the neighbors for sharing their thoughts. He stated he did reach out to the property owners that he believed would be affected by the requested rezoning but did not reach out to the property owners that spoke as they are separated from the subject lots by other properties. He apologized for not connecting with those individuals. He acknowledged that it's more common for townhomes to be owned by older people or single parents, but that in his experience it has been older people, not families, that are seeking out townhomes. He said that the two lots that back up to Kennedy Road may be most appropriate for townhomes since the yards are not great for children. He said he respects that people have made investments in the community. He said he doesn't believe that all seven lots will be developed as townhomes.

The Commission asked about the expense of adding additional water and sewer laterals when developing townhomes and questioned whether they would construct the utilities when the homes are built or would they construct them for all lots at one time. Mr. Riniker said that utility laterals have already been installed for single-family development on the subject lots. He noted it would be a large expense to add additional lines for the townhomes, and that any additional laterals would all be done at one time as that would be the most cost-effective approach.

Staff detailed the staff report and displayed a zoning map of the subdivision showing the existing zoning districts and the lots proposed to be rezoned R-2. Staff shared the notification map showing property owners within 200' that received public notice. Staff described the characteristics of the neighborhood, stating that R-2 zoning district was established in the neighborhood when it was originally annexed into the city. Staff explained that with this rezoning request, there would be the potential for a total of fourteen townhome units on the seven subject lots, which is seven more units than with R-1 zoning. Staff discussed the code changes made at the state level in 2025 which now allow for lots with a single-family residence to construct an accessory dwelling unit by-right, provided the development standards are met and the required building permits are obtained. Staff explained how this code change now allows for additional density in the R-1 zoning district that would have previously required a conditional use permit to construct. Staff noted the zoning does not regulate the type of ownership for residential units, however subdivision covenants may regulate that. Staff highlighted the three letters of opposition that were submitted by neighbors, and one letter of support was received from realtor Greg Adams.

The Commission discussed the state law and how it allows R-1 properties to have two units on a lot. Staff further clarified that while accessory dwelling units would allow for additional density in the R-1 zoning district, they are different from townhome structures in that they do not require separate utility laterals. Townhome units would each require a separate water and sewer connection.

The Commission sought to clarify whether accessory dwelling units would still need to adhere to building code requirements. Staff stated that yes, the state code established development standards for accessory dwelling units and that they must comply with building codes.

The Commission noted there are already numerous R-2 lots located within the subdivision, and the homes in the Vintage Estates to the west are single-family residences on smaller lots, that are consistent with the R-2 density.

One Commissioner stated support for rezoning the two lots along Wagon Wheel Lane to R-2 but felt that the five lots along Rustic Point Lane should remain R-1. The Commissioner noted opposition from neighbors and saw this as a compromise.

The Commission discussed the request noting the existing mix of R-1 and R-2 lots in the neighborhood, the large size of the existing lots, and a number of Commissioners noted that they had lived in duplexes with their families.

Recommendation

By a vote of 4 to 1, the Zoning Advisory Commission recommends that the City Council approve the request as submitted.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,



Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: Rustic Point Estates - Wagon Wheel Lane & Rustic Point Lane
Legal Description/Parcel ID#/Subdivision: Lots 59, 60, 61, 62, 63, 75 & 76 of Rustic Point Estates #2
Existing Zoning: R-1 Proposed Zoning: R-2 Site Area (square feet/acres): varies
Historic District: _____ andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

To rezoning seven lots from R-1 Single-Family to R-2 Two-Family

C. Applicant/Agent Information

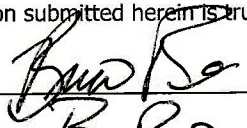
Name: Brian Riniker Phone: 563-513-5393
Address: 2300 Stone Brook Ln City: Eldridge
State: IA Zip: 52748 Email: rinikers@gmail.com

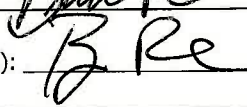
D. Property Owner(s) Information

Name(s): Derby Grange LLC Phone: 563-513-5393
Address: 12568 JFK Rd City: Dubuque
State: IA Zip: 52002 Email: rinikers@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

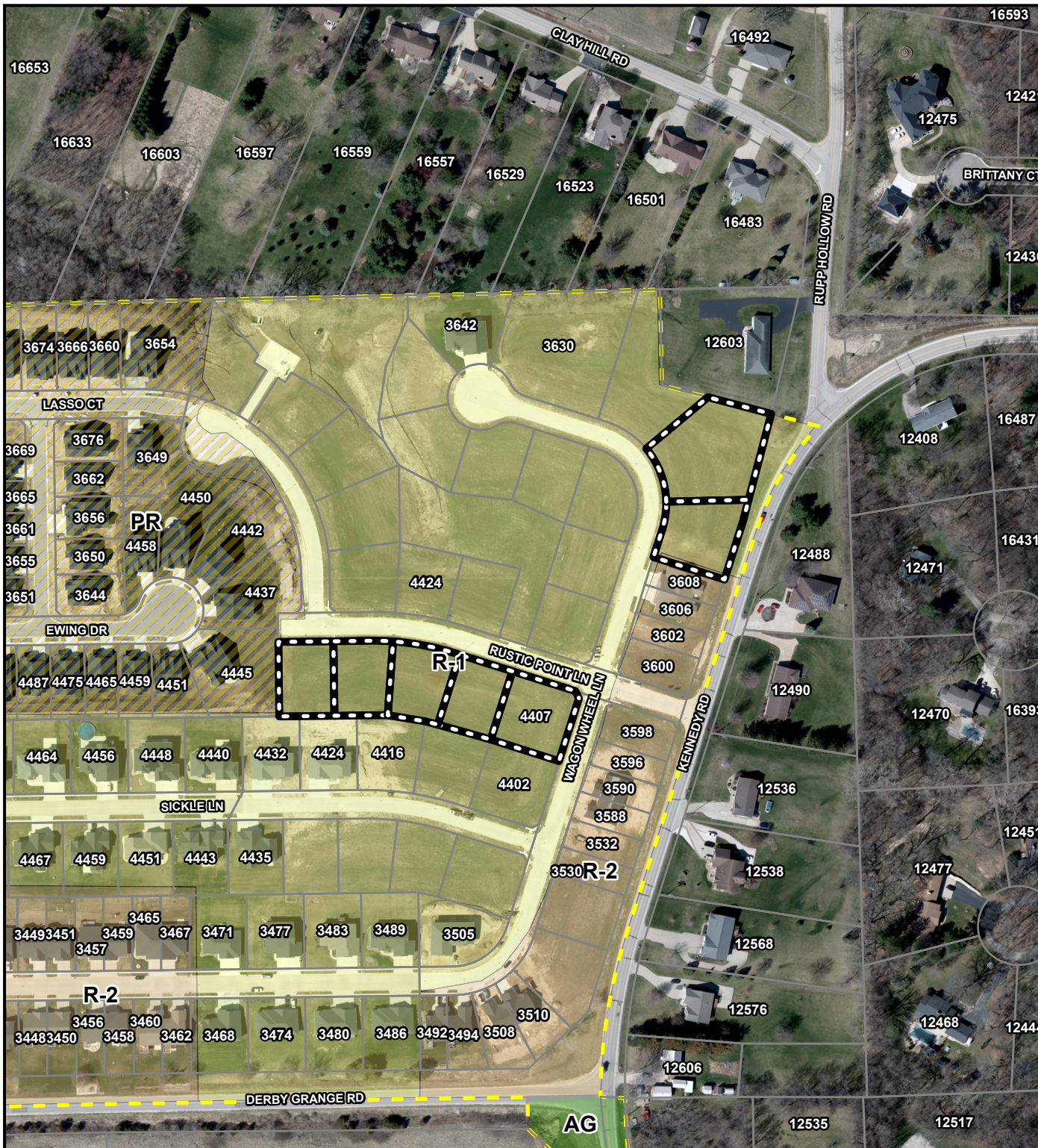
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent:  Date: 12/18/25

Property Owner(s):  Date: 12/18/25

FOR OFFICE USE ONLY

Fee \$ 711 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map

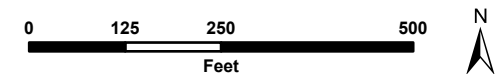
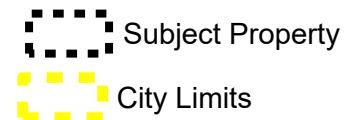


Applicant: Brian Riniker

Location: Wagon Wheel and Rustic Point Lanes, PINs 1009331010, 1009331009, 1009331006, 1009331007, 1009331008, 1009326008, and 1009326009

Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district.



Rustic Point

Legend:

- Subject Property (Red outline)
- Properties Notified (Blue shaded area)
- 200-Foot Notification Boundary (Yellow circle)

Map Labels:

- Streets: LASSO CT, VINTAGE LN, EWING DR, SICKLE LN, WAGON WHEEL LN, BARNWOOD LN, RUSTIC POINT LN, KENNEDY RD, RUPP HOLLOW RD, BRITTANY CT
- Property Numbers: 3686, 3682, 3678, 3674, 3666, 3660, 3654, 3690, 3694, 3697, 3689, 3669, 3676, 3649, 3662, 3656, 3650, 3655, 3651, 3644, 4520, 4450, 4442, 4437, 4424, 4458, 4451, 4445, 4440, 4432, 4424, 4416, 4407, 4402, 4496, 4484, 4476, 4464, 4456, 4448, 4435, 4495, 4487, 4475, 4467, 4459, 4451, 4443, 3425, 3427, 3435, 3443, 3451, 3459, 3467, 3471, 3477, 3483, 3489, 3505, 3460, 3462, 3468, 3474, 3480, 3486, 3492, 3494, 3508, 3510, 3642, 3630, 12603, 3608, 3606, 3602, 3600, 3598, 3596, 3590, 3588, 3532, 3530, 12490, 12536, 12538, 12568, 12576, 12468, 12477, 12451, 12470, 12471, 12408, 12488, 12606, 12475, 12421, 12436, 16603, 16597, 16559, 16557, 16529, 16523, 16501, 16487, 16431, 16393, 16430, 16431, 16432, 16433, 16434, 16435, 16436, 16437, 16438, 16439, 16440, 16441, 16442, 16443, 16444, 16445, 16446, 16447, 16448, 16449, 16450, 16451, 16452, 16453, 16454, 16455, 16456, 16457, 16458, 16459, 16460, 16461, 16462, 16463, 16464, 16465, 16466, 16467, 16468, 16469, 16470, 16471, 16472, 16473, 16474, 16475, 16476, 16477, 16478, 16479, 16480, 16481, 16482, 16483, 16484, 16485, 16486, 16487, 16488, 16489, 16490, 16491, 16492, 16493, 16494, 16495, 16496, 16497, 16498, 16499, 16500, 16501, 16502, 16503, 16504, 16505, 16506, 16507, 16508, 16509, 16510, 16511, 16512, 16513, 16514, 16515, 16516, 16517, 16518, 16519, 16520, 16521, 16522, 16523, 16524, 16525, 16526, 16527, 16528, 16529, 16530, 16531, 16532, 16533, 16534, 16535, 16536, 16537, 16538, 16539, 16540, 16541, 16542, 16543, 16544, 16545, 16546, 16547, 16548, 16549, 16550, 16551, 16552, 16553, 16554, 16555, 16556, 16557, 16558, 16559, 16560, 16561, 16562, 16563, 16564, 16565, 16566, 16567, 16568, 16569, 16570, 16571, 16572, 16573, 16574, 16575, 16576, 16577, 16578, 16579, 16580, 16581, 16582, 16583, 16584, 16585, 16586, 16587, 16588, 16589, 16590, 16591, 16592, 16593, 16594, 16595, 16596, 16597, 16598, 16599, 16600, 16601, 16602, 16603, 16604, 16605, 16606, 16607, 16608, 16609, 16610, 16611, 16612, 16613, 16614, 16615, 16616, 16617, 16618, 16619, 16620, 16621, 16622, 16623, 16624, 16625, 16626, 16627, 16628, 16629, 16630, 16631, 16632, 16633, 16634, 16635, 16636, 16637, 16638, 16639, 16640, 16641, 16642, 16643, 16644, 16645, 16646, 16647, 16648, 16649, 16650, 16651, 16652, 16653, 16654, 16655, 16656, 16657, 16658, 16659, 16660, 16661, 16662, 16663, 16664, 16665, 16666, 16667, 16668, 16669, 16670, 16671, 16672, 16673, 16674, 16675, 16676, 16677, 16678, 16679, 16680, 16681, 16682, 16683, 16684, 16685, 16686, 16687, 16688, 16689, 16690, 16691, 16692, 16693, 16694, 16695, 16696, 16697, 16698, 16699, 16700, 16701, 16702, 16703, 16704, 16705, 16706, 16707, 16708, 16709, 16710, 16711, 16712, 16713, 16714, 16715, 16716, 16717, 16718, 16719, 16720, 16721, 16722, 16723, 16724, 16725, 16726, 16727, 16728, 16729, 16730, 16731, 16732, 16733, 16734, 16735, 16736, 16737, 16738, 16739, 16740, 16741, 16742, 16743, 16744, 16745, 16746, 16747, 16748, 16749, 16750, 16751, 16752, 16753, 16754, 16755, 16756, 16757, 16758, 16759, 16760, 16761, 16762, 16763, 16764, 16765, 16766, 16767, 16768, 16769, 16770, 16771, 16772, 16773, 16774, 16775, 16776, 16777, 16778, 16779, 16780, 16781, 16782, 16783, 16784, 16785, 16786, 16787, 16788, 16789, 16790, 16791, 16792, 16793, 16794, 16795, 16796, 16797, 16798, 16799, 16800, 16801, 16802, 16803, 16804, 16805, 16806, 16807, 16808, 16809, 16810, 16811, 16812, 16813, 16814, 16815, 16816, 16817, 16818, 16819, 16820, 16821, 16822, 16823, 16824, 16825, 16826, 16827, 16828, 16829, 16830, 16831, 16832, 16833, 16834, 16835, 16836, 16837, 16838, 16839, 16840, 16841, 16842, 16843, 16844, 16845, 16846, 16847, 16848, 16849, 16850, 16851, 16852, 16853, 16854, 16855, 16856, 16857, 16858, 16859, 16860, 16861, 16862, 16863, 16864, 16865, 16866, 16867, 16868, 16869, 16870, 16871, 16872, 16873, 16874, 16875, 16876, 16877, 16878, 16879, 16880, 16881, 16882, 16883, 16884, 16885, 16886, 16887, 16888, 16889, 16890, 16891, 16892, 16893

0 125 250 500 Feet

Property Address: Wagon Wheel and Rustic Point Lanes, PINs 1009331010, 1009331009, 1009331006, 1009331007, 1009331008, 1009326008, and 1009326009

Property Owner: Derby Grange LLC

Applicant: Brian Riniker

Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district.

Proposed Land Use: Residential	Proposed Zoning: R-2
Existing Land Use: Vacant property	Existing Zoning: R-1
Adjacent Land Use:	Adjacent Zoning:
North – Residential	North – R-1/County R-2
East – Residential	East – County AG
South – Residential	South – R-1/R-2
West – Residential	West – R-1/PUD-PR

Former Zoning:

2017 – Rezoned to from AG to R-1
 1985 – County A-1
 1975 – County A-1

Total Area:

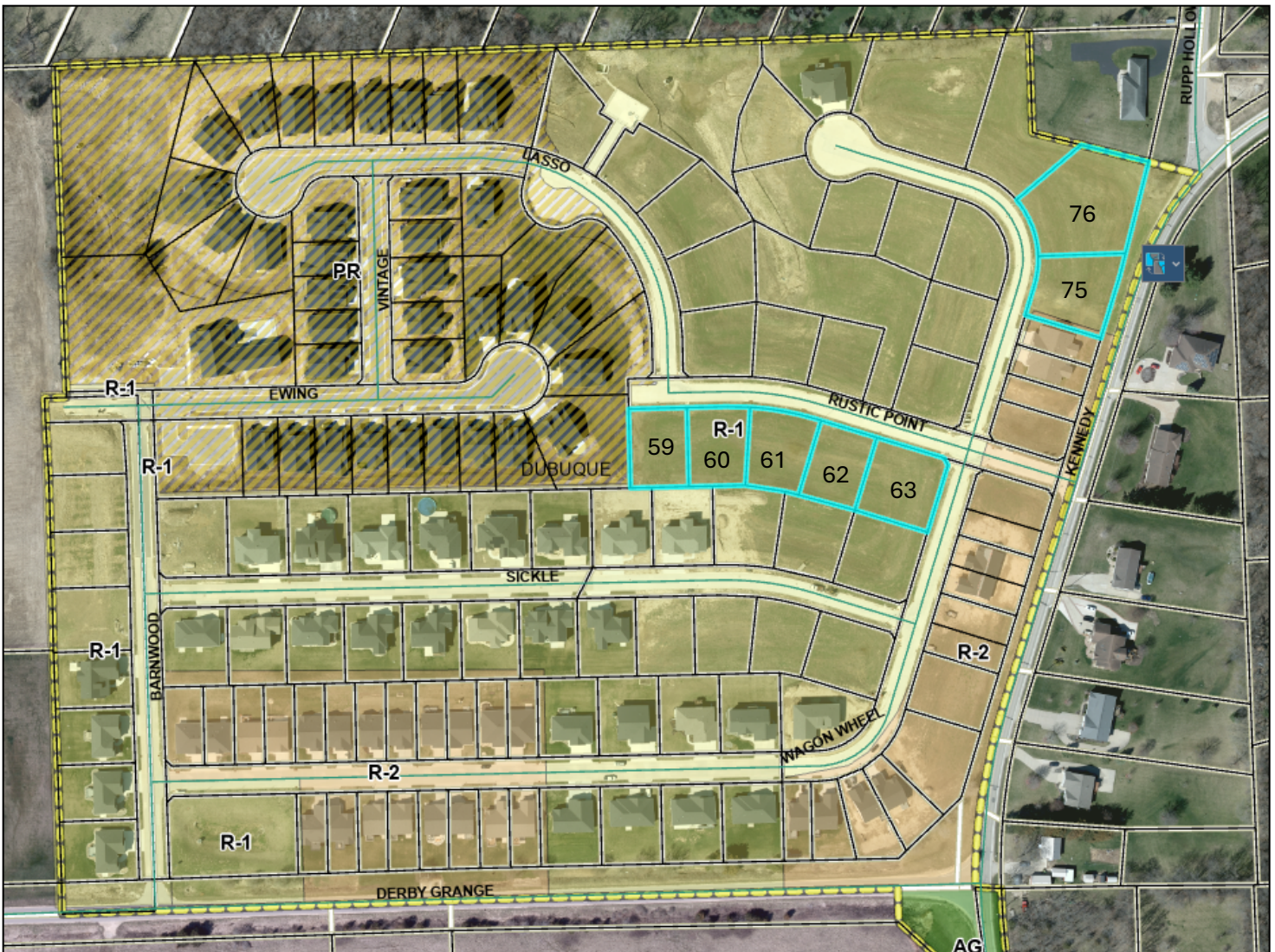
Lot 59 – .28 acres
 Lot 60 – .29 acres
 Lot 61 – .31 acres
 Lot 62 – .28 acres
 Lot 63 – .36 acres
 Lot 75 – .37 acres
 Lot 76 – .64 acres

Property History: The proposed rezoning involves seven (7) individual lots that were historically part of a single property that was zoned and used for agricultural purposes. In 2017, the property was annexed into the City of Dubuque and subsequently subdivided to create a residential subdivision, resulting in the lots as they exist today.

The subject lots are part of the Rustic Point Estates subdivision which, when originally annexed into the city, was rezoned to allow for single-family and two-unit townhome residential development. When originally rezoned, the subdivision contained fifty-seven (57) lots zoned R-1 and nineteen (19) lots zoned for two-unit townhomes. Development in the neighborhood has been fairly consistent since that time and the R-2 lots are now fully developed. The applicant is seeking to rezone the seven (7) subject lots in order to allow for more two-unit townhome development within the subdivision.

Physical Characteristics: The Rustic Point Estates subdivision is located at the northwest corner of John F. Kennedy Road and Derby Grange Road. The subdivision has rolling topography with a portion of the property draining toward the City of Dubuque and the Catfish Creek and the north balance of the property draining toward the Little Maquoketa Watershed. The subdivision contains improved streets including Lasso Court, Rustic Point Lane, Wagon Wheel Lane, Sickie Lane, and Barnwood Lane.

The image below identifies the location of the seven (7) existing lots (outlined in blue) that the applicant desires to rezone from R-1 to R-2.



Concurrence with Comprehensive Plan: The City's Future Land Use Plan identifies the subject lots as Single-Family Residential. The proposed project would help to meet the following recommendations of the Comprehensive Plan:

-
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
-

Impact of Request on:

Utilities: The subdivision is adequately served by both city water and sanitary sewer. Mains for water and sanitary sewer are located within Rustic Point Lane and Wagon Wheel Lane.

Traffic Patterns/Counts: The 2021 Iowa Department of Transportation (IDOT) traffic counts indicate an average annual daily traffic count of 3,680 vehicles along this section of John F. Kennedy Road which is classified as a minor arterial. Derby Grange Road is classified as a local street and has an average annual daily traffic count of 1,550 vehicles according to IDOT 2021 traffic counts. The proposed rezoning of seven (7) lots from R-1 to R-1 would allow for the creation of up to seven (7) additional principal residences beyond what would currently be permitted today. This increase in homes is not anticipated to have a substantial increase in the number of vehicles trips to the subdivision.

Public Services: Public services are adequate to serve the seven (7) lots whether they are developed as single family or townhomes.

Environment: The requested rezoning would affect seven (7) existing lots within the Rustic Point Estates subdivision. The lots are currently zoned for single-family residential development; however, rezoning them to R-2 would allow for the construction of two-unit townhomes while still preserving the option to develop single-family residences on each lot. If all seven (7) lots were developed with two-unit townhomes, the total number of residential units would increase by seven, which represents a minimal increase in density. If approved, the development of two-unit townhomes on these lots would not require site plan review; however, development would be required to comply with building codes for residential development.

Adjacent Properties: The subject lots are surrounded by residential properties to the north, west, and south, as well as to the east across John F. Kennedy Road. The requested rezoning would be consistent with other development in the Rustic Point Estates which is already comprised of single-family and two-unit townhomes.

CIP Investments: None.

Staff Analysis: To rezone seven (7) lots from R-1 Single-Family Residential to R-2 Two-Family Residential zoning district.

The subject lots are part of the Rustic Point Estates subdivision which, when originally annexed into the city, was rezoned to allow for single-family and two-unit townhome residential development. When originally rezoned, the subdivision contained fifty-seven (57) lots zoned R-1 and nineteen (19) lots zoned for two-unit townhomes. Development in the neighborhood has been fairly consistent since that time and the R-2 lots are now fully developed. The applicant is seeking to rezone the seven (7) subject lots in order to allow for more two-unit townhome development with the subdivision.

The Rustic Point Estates subdivision is located at the northwest corner of John F. Kennedy Road and Derby Grange Road. The subdivision has rolling topography with a portion of the property draining toward the City of Dubuque and the Catfish Creek and the north balance of the property draining toward the Little Maquoketa Watershed. The subdivision contains improved streets including Lasso Court, Rustic Point Lane, Wagon Wheel Lane, Sickie Lane, and Barnwood Lane. The subject lots are surrounded by residential properties to the north, west, and south, as well as to the east across John F. Kennedy Road.

The requested R-2 zoning district would allow for additional residential density beyond the existing R-1 zoning district but would also continue to allow for single-family residential development. Below is a chart showing the permitted uses in both the R-1 and R-2 zoning districts. The highlighted items are permitted in both zoning districts. A copy of the R-1 and R-2 codes sections are attached.

Principal Permitted Uses	
R-1 Zoning District	R-2 Zoning District
Single-family detached dwelling	Single-family detached dwelling
Cemetery, mausoleum, columbarium	Cemetery, mausoleum, columbarium
Community gardens	Community gardens
Golf course	Golf course
Maternity group home	Maternity group home
Parks, public or private, natural recreation area	Parks, public or private, natural recreation area
Place of religious exercise or assembly	Place of religious exercise or assembly
Public, private or parochial school	Public, private or parochial school
Railroad/public or quasi-public utility/substation	Railroad/public or quasi-public utility/substation
	Townhouse (maximum 2 dwelling units)
	Two-family dwelling (duplex)

The subdivision is adequately served by both city water and sanitary sewer. Mains for water and sanitary sewer are located within Rustic Point Lane and Wagon Wheel Lane. Public services are adequate to serve the seven (7) lots if rezoned.

The proposed rezoning of seven (7) lots from R-1 to R-1 would allow for the creation of up to seven (7) additional principal residences beyond what would currently be permitted today. This increase in homes is not anticipated to have a substantial

increase in the number of vehicles trips to the subdivision and as such no additional traffic analysis or study is required.

The requested rezoning would be consistent with other development in the Rustic Point Estates which is already comprised of single-family and two-unit townhomes. Formal site plan review and approval is not required for single-family or two-unit townhome development; however, development would be required to comply with all local, state, and federal codes for residential development and require permitting through Inspection and Construction Services.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: _____



Date: 01/28/2026

16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:

The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-2-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-1 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-2-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Keeping of horses or ponies.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

16-5-2-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-2-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-6: SIGNS:

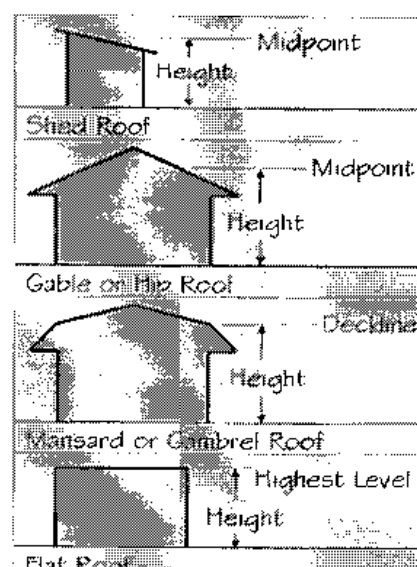
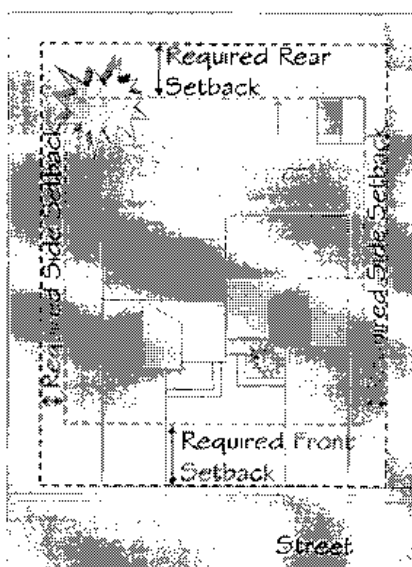
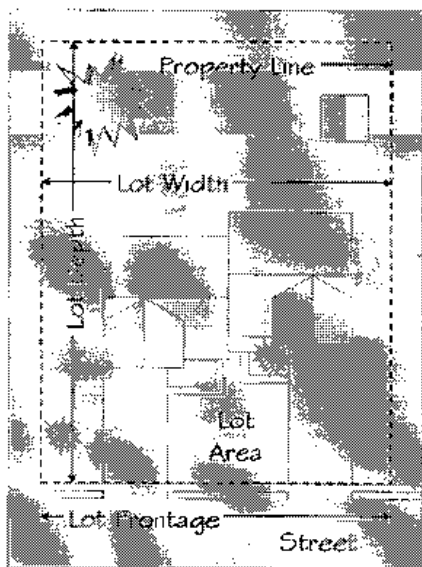
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-7: BULK REGULATIONS:

R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.

Notes:

1. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.
2. See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

16-5-3: R-2 TWO-FAMILY RESIDENTIAL:

The R-2 district is intended to provide residential areas characterized by single-family and two-family dwellings. Increased densities and the introduction of two-family housing types are intended to provide greater housing options while maintaining the basic qualities of a low density residential neighborhood. The principal use of land in this district is for low density single- and two-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-3-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2 district:

- Cemetery, mausoleum, or columbarium.
- Community gardens.
- Golf course.
- Maternity group home.
- Parks, public or private, and similar natural recreation areas.
- Place of religious exercise or assembly.
- Public, private, or parochial school, approved by the state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Single-family detached dwelling.
- Townhouse (maximum 2 dwelling units).
- Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-3-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2 district, subject to the provisions of section 16-8-5 of this title:

- Accessory dwelling unit.
- Bed and breakfast home.
- Hospice.
- Licensed adult day services.
- Licensed childcare center.
- Mortuary, funeral home, or crematorium.
- Off street parking.
- Tour home.
- Tourist home.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014; Ord. 20-22, 5-20-2022)

16-5-3-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

- Detached garage.
- Fence.
- Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.
- Home based business.
- Keeping of hens for egg production.
- Noncommercial garden, greenhouse or nursery.
- Off street parking and storage of vehicles.
- Satellite receiving dish.
- Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).
- Sport, recreation, or outdoor cooking equipment.
- Storage building.
- Tennis court, swimming pool or similar permanent facility.
- Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-3-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-3-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-3-6: SIGNS:

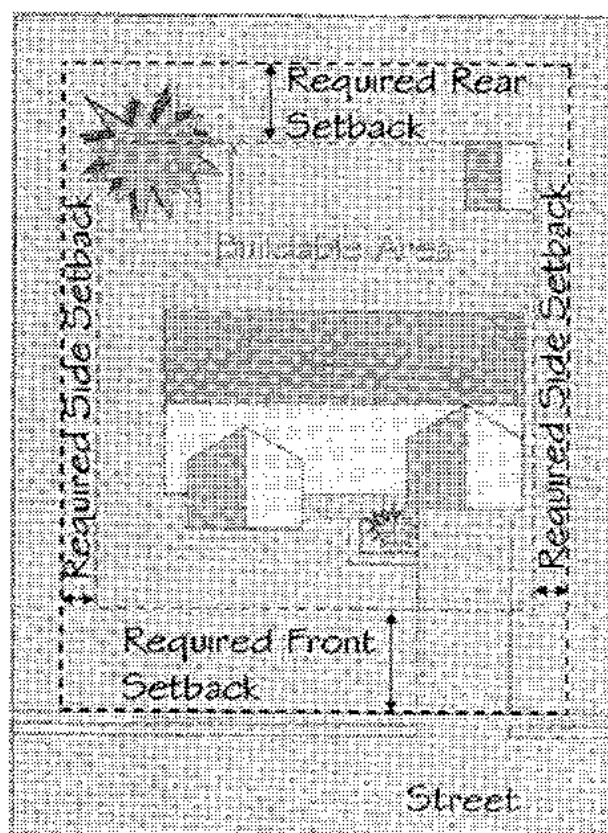
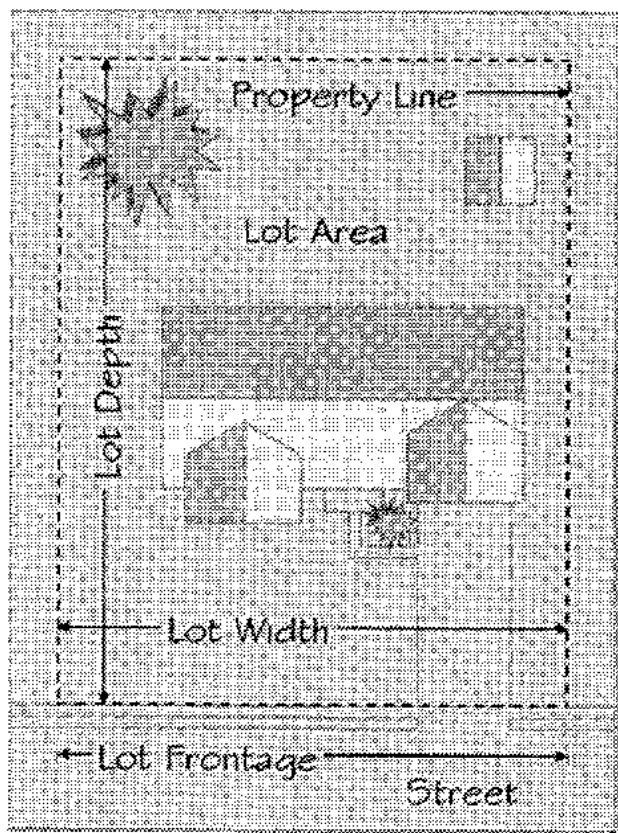
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-3-7: BULK REGULATIONS:

R-2 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
R-2 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ²	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft. ¹
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Townhouse (2 du maximum)	3,000 sq. ft./du	25 ft./du	40%	20 ft.	50 ft.	6/0 ft.	20/0 ft.	30 ft.
Two-family dwelling	6,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Hospice	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.

Notes:

- May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.
- See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 26

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED ALONG WAGON WHEEL LANE AND RUSTIC POINT LANE WITHIN THE RUSTIC POINT ESTATES SUBDIVISION FROM R-1 SINGLE-FAMILY RESIDENTIAL TO R-2 TWO-FAMILY RESIDENTIAL ZONING DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from R-1 Single-Family Residential to R-2 Two-Family Residential zoning district, to wit:

Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 75, and Lot 76 of Rustic Point Estates #2, II in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Matt O'Brien

From: Lewis, Lori <Lori.Lewis@mheducation.com>
Sent: Monday, February 2, 2026 1:36 PM
To: Planning
Subject: Opposition to the proposal to rezone the properties located at Wagon Wheel and Rustic Point Lanes

You don't often get email from lori.lewis@mheducation.com. [Learn why this is important](#)

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Dubuque Zoning Advisory Commission,

I am writing to formally express our strong opposition to the proposal to rezone the properties located at Wagon Wheel and Rustic Point Lanes (PINs: 1009331010, 1009331009, 1009331006, 1009331007, 1009331008, 1009326008, and 1009326009) from **R-1 Single-Family Residential** to **R-2 Two-Family Residential**.

As a homeowner who has recently built a new home in this immediate neighborhood, I oppose this change for the following reasons:

- **Reliance on Existing Zoning:** We chose to invest in and build a home in this specific area with the understanding and explicit assurance that the lots behind our home were zoned for single-family residences. A shift to additional multi-family units fundamentally changes the character of the neighborhood that we were promised when we purchased our lot. We feel we already have enough R-2 units in the subdivision.
- **Property Value:** A sudden shift to multi-family zoning can negatively impact the long-term market value and "quiet enjoyment" of the single-family homes currently established here.

I request that the Commission deny this rezoning request and maintain the R-1 designation to protect the integrity of the neighborhood and the investments of the current homeowners.

Thank you for your time and consideration.

Sincerely,
Brian and Lori Lewis
4402 Sickie Lane Dubuque, IA 52002

Krzysztof Pawlowski & Beata Bil

4416 Sickle Ln
Dubuque, IA 52002
e-mail: pawlowski72@gmail.com
Phone number: 580 220 8860

Date: January 30, 2026

Planning Services Department

City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Subject: **Formal Objection to Rezoning Request from R-1 to R-2 (Location: Wagon Wheel and Rustic Point Lanes – PINs: 1009331010, 1009331009, 1009331006, 1009331007, 1009331008, 1009326008 and 100932009)**

Dear Members of the Planning Services Department and Zoning Advisory Commission,

We are writing to express our opposition to the proposal to rezone the properties located at **Wagon Wheel** and **Rustic Point Lanes** from **R-1 Single-Family Residential** to **R-2 Two-Family Residential**.

We do believe, this change would negatively impact the surrounding neighborhood in several important for us ways.

First, the proposed rezoning is inconsistent with the existing character of the area. Our neighborhood is composed primarily of single-family homes with stable, low-density residential patterns. Allowing two-family structures would introduce a density level that does not align with the established land-use plan and could alter the long-term identity of the community.

Additionally, increased density would place added strain on local infrastructure—including parking availability, traffic flow, and utilities—which is not designed to support multi-unit dwellings. These impacts would be felt immediately by nearby residents and could diminish overall safety, accessibility, and quality of life.

There are also concerns regarding noise, privacy, and congestion that typically arise from higher-density housing. The current R-1 zoning helps preserve a predictable, cohesive environment; changing to R-2 would introduce uncertainties and potentially reduce property values for homeowners who invested in single-family surroundings.

For these reasons, I respectfully request that the rezoning proposal be denied, and that the property remain designated as R-1 to protect the integrity, stability, and livability of our neighborhood as it was intended.

Thank you for your understanding,

Krzysztof Pawlowski and Beata Bil

Matt O'Brien

From: Jennifer Winkelmann <denverjen@hotmail.com>
Sent: Tuesday, February 3, 2026 11:09 AM
To: Planning
Subject: Zoning Advisory - Wagon Wheel and Rustic Point Lanes

You don't often get email from denverjen@hotmail.com. [Learn why this is important](#)

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Hello.

My name is Jennifer Winkelmann, and I am a new resident at Rustic Point Estates. I just purchased 4424 Rustic Point Lane.

I understand that the Developers would like to rezone some parcels in the community from R1 to R2.

I am amenable to R2 for the lots on Wagon Wheel, given that there are already several duplexes on that street backing up to JFK. I am strongly against R2 zoning for Rustic Point Lane. I just moved from townhouse living, and specifically purchased the lot 89 and built a house because I wanted to be in a neighborhood of single family homes.

Please confirm receipt of this message.

Thank you!

Jen

Wally Wernimont

From: Greg Adams <greg32755@aol.com>
Sent: Wednesday, February 4, 2026 1:58 PM
To: Wally Wernimont; Brian Riniker
Subject: Rustic Points

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Dubuque Zoning Advisory Commission:

I am the Realtor for Rustic Points and I would respectfully request that that you approve the zoning change to R-2.

Currently, the demand for townhouses is extremely high
There are approximately 294 residential lots for sale through our MLS. There are 0 townhouse lots for sale.

There is approximately 38 town homes in the subdivision and the great majority of them are occupied by senior citizens
who chose to reside in the great city of Dubuque. There is a lot of "pride of ownership" and they all have been great neighbors.

I think the city of Dbq needs to take steps to allow future townhome buyers to continue residing in Dbq.

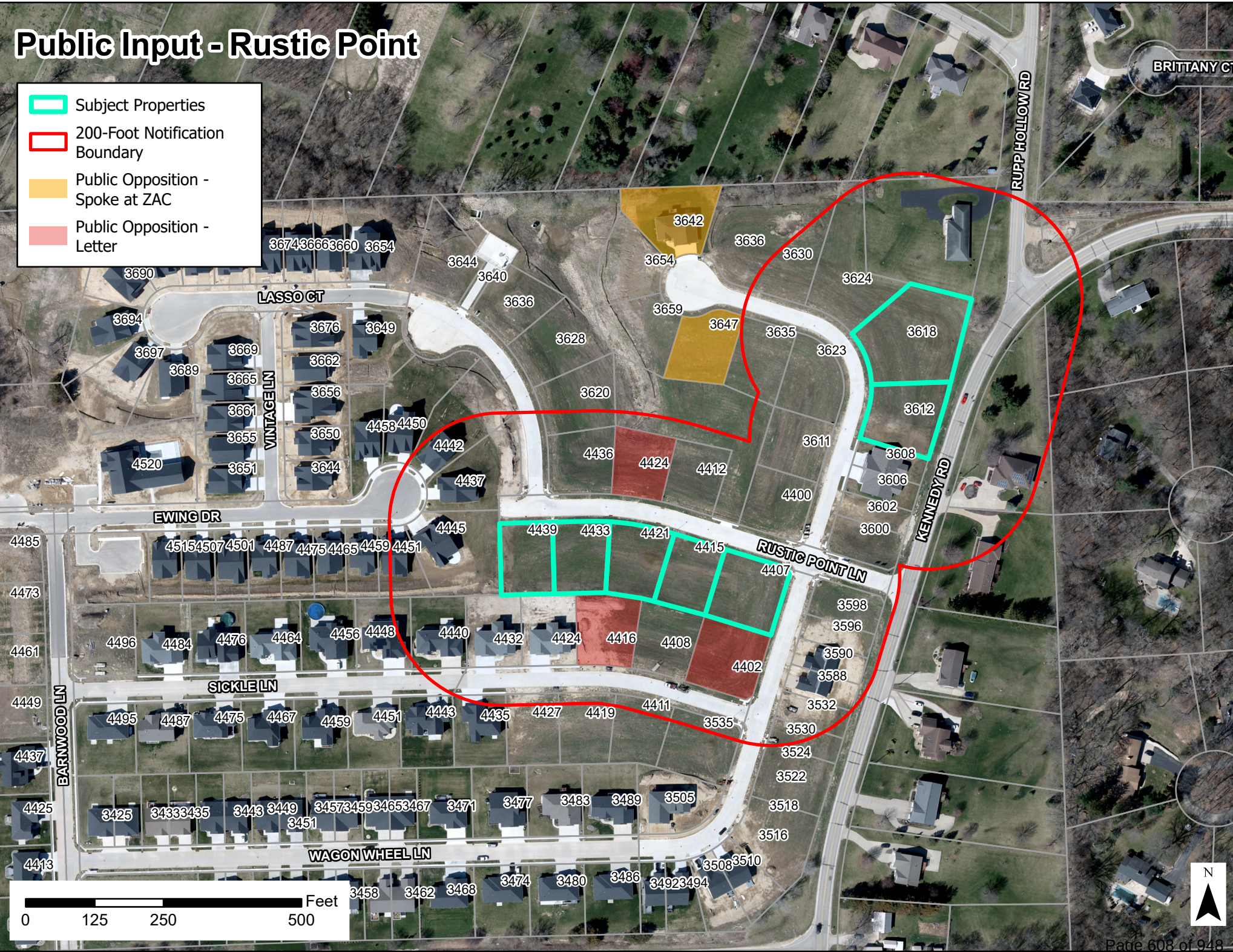
Thanks for your time!

Respectfully,

Greg Adams
The Adams Team
RE/MAX Advantage Realty
4029 Pennsylvania Ave.
Dubuque, IA 52002
Licensed Broker in IA, IL
563.590.2016

Public Input - Rustic Point

-  Subject Properties
-  200-Foot Notification Boundary
-  Public Opposition - Spoke at ZAC
-  Public Opposition - Letter



Rustic Point Estates – Rezoning

To rezone seven lots from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district.

Presentation to City Council
February 16, 2026



Vicinity Map

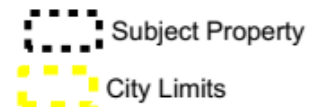


Applicant: Brian Riniker

Location: Wagon Wheel and Rustic Point Lanes,
PINs 1009331010, 1009331009, 1009331006,
1009331007, 1009331008, 1009326008, and
1009326009

Type: Rezoning

Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential to zoning district.



16A



Subject Lots

- **Property & Zoning History:**
 - 2017 – Phase I - Rezoned from AG to R1 & R2
 - 2021 – Phase II - Rezoned from AG to R1 & R2
- **Project Site:**
 - 7 lots total
 - 5 lots along Rustic Point Lane
 - 2 lots along Wagon Wheel Lane
- **Adjacent Land Use:**
 - North, south, and west: City and County residential zones
 - East – County agriculture zone
- **Adjacent Properties:**
 - Residential uses to the north, south, east, and west
- **Traffic Patterns/Counts:**
 - John F. Kennedy Rd – Minor Arterial; 3,680 average annual daily trips
 - Derby Grange – Local Street; 1,550 average annual daily trips

R-1 vs R-2 Permitted Uses

Principal Permitted Uses	
R-1 Zoning District	R-2 Zoning District
Single-family detached dwelling	Single-family detached dwelling
Cemetery, mausoleum, columbarium	Cemetery, mausoleum, columbarium
Community gardens	Community gardens
Golf course	Golf course
Maternity group home	Maternity group home
Parks, public or private, natural recreation area	Parks, public or private, natural recreation area
Place of religious exercise or assembly	Place of religious exercise or assembly
Public, private or parochial school	Public, private or parochial school
Railroad/public or quasi-public utility/substation	Railroad/public or quasi-public utility/substation
	Townhouse (maximum 2 dwelling units)
	Two-family dwelling (duplex)

Existing Zoning



Permitted Development in R-1

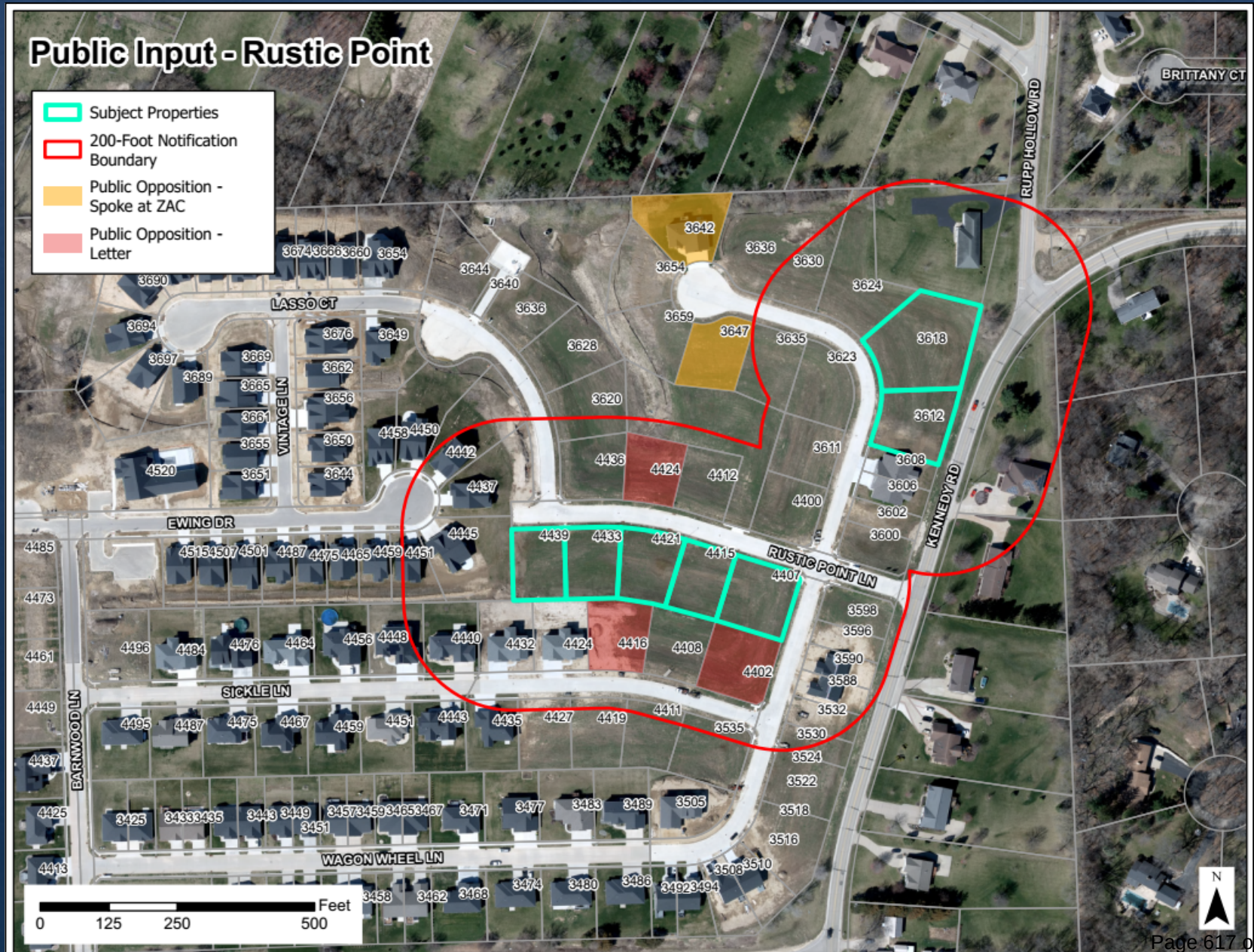


Public Input

➤ Public input provided for request:

- Letter of Opposition – Brian & Lori Lewis (4402 Sickie Lane)
- Letter of Opposition – Krzysztof Pawlowski & Beata Bil (4416 Sickie Lane)
- Letter of Opposition – Jennifer Winkelmann (4424 Rustic Point Lane)
- Spoke in Opposition at ZAC Meeting – Gary Jaeger (3642 Wagon Wheel Lane)
- Spoke in Opposition at ZAC Meeting – Mark Link (3647 Wagon Wheel Lane)
- Letter of Support – Greg Adams

Public Input Map



QUESTIONS?

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	2026 BUILD Capital Grant Application: East-West Corridor Capacity Improvements Project - Approve Grant Application Submission
SUMMARY:	City Manager recommending City Council adopt the attached resolution retroactively approving the filing of the application with the USDOT for a 2026 BUILD Capital Grant Application to assist with funding for the proposed East-West Corridor Capacity Improvements Project. RESOLUTION Retroactively Authorizing The Filing Of A Grant Application With The U.S. Department Of Transportation (USDOT) For A Build Capital Grant To Assist With Funding For The Proposed East-West Corridor Capacity Improvements Project
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2026 BUILD Capital Grant Application E W Corridor Capacity Improvement Project Grant Application Submission
2. BUILD Grant Application - EW Corridor Council Submit Approval - STAFF MEMO
3. BUILD Grant Application - EW Corridor Council Submit Approval - RETROACTIVE APPROVE RESOLUTION
4. 2026 BUILD Grant Application - EW Corridor - FINAL 2-24-26

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

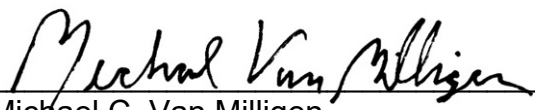
SUBJECT: 2026 BUILD Capital Grant Application
East-West Corridor Capacity Improvements Project
Approve Grant Application Submission

DATE: February 26, 2026

City Engineer Gus Psihoyos and Assistant City Engineer Robert Schiesl are recommending City Council adopt the attached resolution retroactively approving the filing of the application with the USDOT for a 2026 BUILD Capital Grant Application to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

With the planning level cost estimate established, staff will work with Finance and Budget Department staff to develop a proposed Capital Improvement Program (CIP) budget for Fiscal Year 2027 through Fiscal Year 2030 to identify and program funding to cover the \$4.1 million in local match funding.

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
Anderson Sainci, Director of Strategic Partnerships
Chandra Ravada, ECIA
Teri Goodmann, Hawks Goodmann and Associates
Andrew Seth, Sustainable Strategies DC

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer

SUBJECT: 2026 BUILD Capital Grant Application
East-West Corridor Capacity Improvements Project
Approve Grant Application Submission

DATE: February 26, 2026

INTRODUCTION

The purpose of this memorandum is to provide the Mayor and City Council with information and documentation in support of the attached retroactive authorization resolution which provides the approval for the City of Dubuque to submit an application to the U.S. Department of Transportation (USDOT) through the Better Utilizing Investments to Leverage Development (BUILD) Grant Program to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

BACKGROUND

The US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City. Capacity along alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core.

To advance this objective, the City completed the East-West Corridor Connectivity Study. The purpose of the study was to analyze the east-west traffic flow in the City, identify corridor improvements or modifications to support growing traffic demands, and to consider transit needs, pedestrian needs, and sustainability. The four east-west corridors identified in the study area were: Asbury Road; Pennsylvania Avenue; University Avenue; and Loras Boulevard.

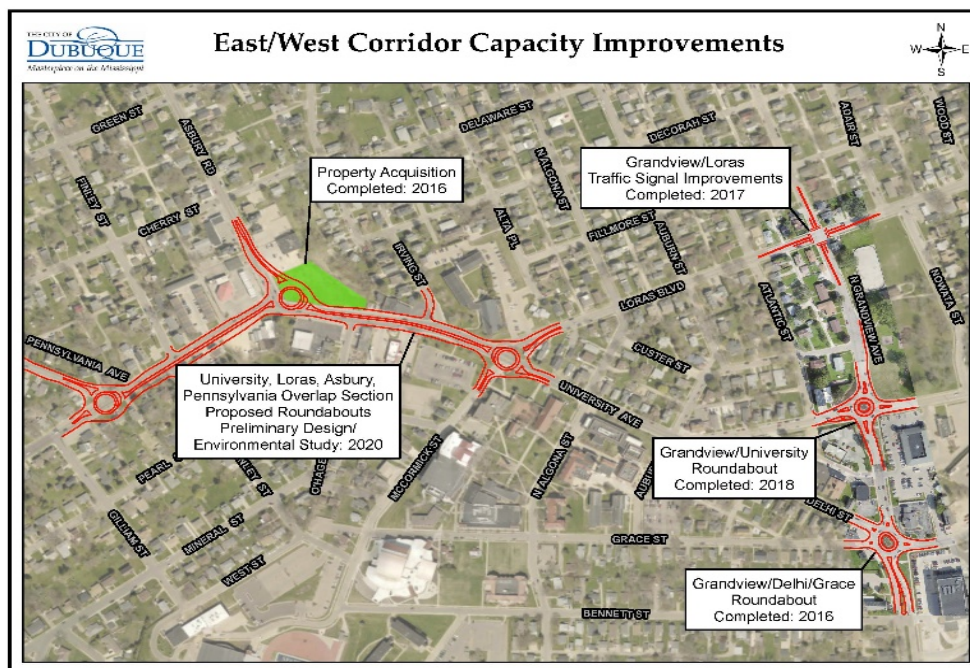
The adopted East - West Corridor Connectivity Study report has acted as the City's Master Plan for both short-term and long-term capacity improvements or corridor modifications to support growing east-west traffic flow in the City. The study included recommended improvements supporting complete streets concepts, multi-modal transportation, vehicle, pedestrian, bicycle, and recreational improvements.

The report included 32 proposed capacity improvement projects along the four corridors. Capacity improvements identified include a series of intersection realignments, intersection improvements, turn lane additions, add traffic signal interconnect and Intelligent Transportation System (ITS) improvements along each corridor.

In September 2025, the City Council listed the East - West Corridor Capacity Improvement Implementation as a “High Priority” in its 2025 - 2027 Goals and Priorities and directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Report.

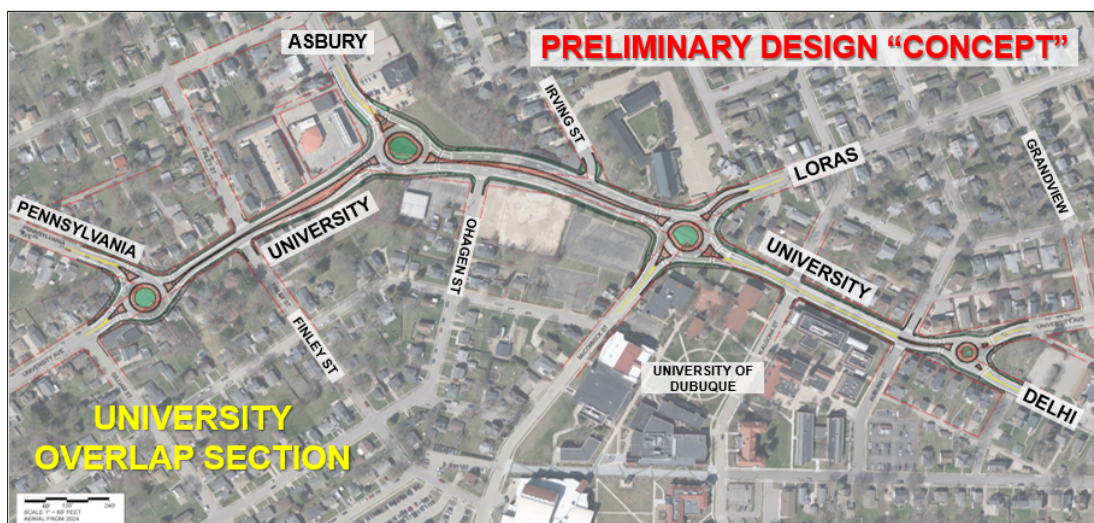
In an effort to advance this top priority, the City has already completed the following improvements:

Project	Year	Cost
Property Acquisition Asbury-University	2016	\$ 853,300
Grandview - Delhi Roundabout	2016	\$ 827,000
Loras - Grandview Traffic Signals	2017	\$ 370,300
University - Grandview Roundabout	2018	\$1,200,000
Total Improvements To-Date		\$3,250,300



UNIVERSITY - OVERLAP SECTION IMPROVEMENTS

The section of University Avenue, from Pennsylvania Avenue to Delhi, referred to as the “Overlap Section” was recommended for converting the four intersections along University Avenue to roundabouts.



BUILD CAPITAL GRANT

The 2026 BUILD Capital Grant application for the East-West Corridor Capacity Improvements Project was submitted on February 24, 2026, which was the application deadline.

The BUILD grant requested funding will support improvements to a 0.6-mile corridor along University Avenue, from Pennsylvania Avenue to Delhi, and will include final design, property acquisition, construction, and grant administration. The University “Overlap Section” will be transformed into a Complete Street corridor with new roundabouts at Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi; enhanced crosswalks near the roundabouts; pedestrian and bike accommodations along the segment; an additional left-turn lane on Asbury Road (southbound); a westbound right-turn lane at the intersection with Asbury Road; and realignment of Loras Boulevard and McCormick Street to create a four-legged intersection. The proposed project will improve east-west arterial connectivity, relieve traffic congestion on U.S. 20, reduce crashes, and spur economic development.

BUILD CAPITAL GRANT - SCHEDULE

The project development schedule prepared and included in the BUILD grant application is outlined in the following table.

PROJECT DEVELOPMENT SCHEDULE	CY 2026				CY 2027				CY 2028				CY 2029				CY 2030				CY 2031				CY 2032			
	FY26		FY27		FY28		FY29		FY30		FY31		FY32		FY33													
	Quarter																											
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Preliminary Design																												
• PE Completed																												
Environmental / Historic Review																												
• Receive NEPA & Section 106 Approval																												
Grant Award Admin																												
• Funding Agreement																												
Final Design & Engineering																												
• Complete Set of Final Plans																												
Acquisition																												
• Property Acquisition																												
• Easements																												
Permitting																												
• Permits from Iowa DNR, Railroad																												
Procurement - Bidding																												
• Iowa DOT Bids Project																												
• Contracts Finalized																												
Construction																												
• Complete Streets - Roundabouts (4)																												
Project Closeout																												

RECOMMENDATION

I recommend that the City authorize the submission of an application to the USDOT for the 2026 BUILD Capital Grant, retroactive to February 24, 2026, to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

BUDGET IMPACT

The planning level cost estimate for the corridor capacity improvements incorporated into the BUILD grant application is summarized as follows:

Description	Amount
2026 BUILD Capital Grant Application Request	\$ 18,500,000
Total Planning Cost Estimate	\$ 18,500,000

The cost estimate breakdown is summarized as follows:

PROJECT COSTS	ESTIMATE
Final Design and Construction Engineering	\$ 1,800,000
Property Acquisition	5,800,000
Construction	8,700,000
Grant Construction Administration	600,000
Contingency	1,600,000
Total Project Cost	\$ 18,500,000

The anticipated funding proposed in the BUILD grant application is summarized as follows:

Funding Source	Percentage	Amount
BUILD Grant Program	77.8%	\$ 14,400,000
Local Funds - City	22.8%	4,100,000
Project Funding		\$ 18,500,000

With the planning level cost estimate established, staff will work with Finance and Budget Department staff to develop a proposed Capital Improvement Program (CIP) budget for Fiscal Year 2027 through Fiscal Year 2030 to identify and program funding to cover the \$4.1 million in local match funding.

ACTION TO BE TAKEN

I respectfully request Mayor and City Council adopt the attached resolution retroactively approving the filing of the application with the USDOT for a 2026 BUILD Capital Grant Application to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

Should the Mayor and City Council elect to decline submitting the BUILD Capital Grant Application, the City can withdraw the application.

cc: Jenny Larson, Chief Financial Officer
Anderson Sainci, Director of Strategic Partnerships
Chandra Ravada, ECIA
Teri Goodman, Hawks Goodman and Associates
Andrew Seth, Sustainable Strategies DC

F:\PROJECTS\EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS\BUILD Grant Application 2026\Council

RESOLUTION NO. _____ -26

RETROACTIVELY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FOR A BUILD CAPITAL GRANT TO ASSIST WITH FUNDING FOR THE PROPOSED EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS PROJECT

WHEREAS, the USDOT issued the Notice of Funding Opportunity (NOFO) for the 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program; and

WHEREAS, the City Council listed the East-West Corridor Capacity Improvements as a “High-Priority” in its 2025-2027 Goals and Priorities; and

WHEREAS, the City Council has directed City staff to begin implementation plans for the recommendations contained in the East-West Corridor Connectivity Study; and

WHEREAS, the US Highway 20 corridor is the primary east-west route in the City of Dubuque and future traffic volume projections indicate US Highway 20 alone will not provide sufficient capacity for east-west travel in the City and alternate east-west corridors will need to be improved to provide connectivity between the western growth areas and the downtown urban core; and

WHEREAS, to advance this objective, the City completed the East-West Corridor Connectivity Study which analyzed east-west traffic flow in the City, identify corridor improvements or modifications to support growing traffic demands, and to consider transit needs, pedestrian needs, and sustainability; and

WHEREAS, the four east-west corridors identified in the study area were: Asbury Road; Pennsylvania Avenue; University Avenue; and Loras Boulevard, with the section of University Avenue, from Pennsylvania Avenue to Delhi, referred to as the “Overlap Section” as the priority segment to implement corridor improvements; and

WHEREAS, the BUILD grant application requested funding to support improvements to a 0.6-mile corridor along University Avenue, from Pennsylvania Avenue to Delhi, and will include final design, property acquisition, construction, and grant administration; and

WHEREAS, the BUILD grant application requested funding to assist in the transformation of the University “Overlap Section” into a Complete Street corridor with new roundabouts at Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi; enhanced crosswalks near the roundabouts; pedestrian and bike accommodations along the segment; an additional left-turn lane on Asbury Road (southbound); a westbound right-turn lane at the intersection with Asbury Road; and realignment of Loras Boulevard and McCormick Street to create a four-legged intersection; and

WHEREAS, the proposed project will improve east-west corridor connectivity, relieve traffic congestion on U.S. 20, reduce crashes, and spur economic development; and

WHEREAS, the City of Dubuque is seeking the necessary BUILD grant funding for project implementation, and upon completion, in cooperation with the USDOT, be responsible for adequately maintaining and operating the East-West Corridor Capacity Improvements for public use and benefit during the project's useful life.

WHEREAS, the application submittal date established in the issued NOFO for the BUILD Grant Program are set by the USDOT outside the control of the City; and

WHEREAS, the grant deadlines set by the USDOT do not always coincide with the meetings of the City Council; and

WHEREAS, the City applied for the 2026 BUILD Capital Grant from USDOT with an application deadline of February 24, 2026; and

WHEREAS, the City Manager signed the application and seeks retroactive approval of the grant application from the City Council.

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

SECTION 1. The City is hereby authorized to file the grant application with the U.S. Department of Transportation for a 2026 BUILD Capital Grant to assist with funding for the proposed East-West Corridor Capacity Improvements Project.

SECTION 2. The application to the U.S. Department of Transportation is approved retroactive to February 24, 2026.

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

Brad M. Cavanagh, Mayor

Attest:

Adreinne N. Breitfelder, City Clerk

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

02/24/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Dubuque

* b. Employer/Taxpayer Identification Number (EIN/TIN):

426004596

* c. UEI:

TLJMHPVMMUD3

d. Address:

* Street1: 50 West 13th Street

Street2:

* City: Dubuque

County/Parish:

* State: IA: Iowa

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 52001-4805

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

* First Name:

Bob

Middle Name:

* Last Name: Schiesl

Suffix:

Title: Assistant City Engineer

Organizational Affiliation:

* Telephone Number: 563-589-4270

Fax Number:

* Email: bschiesl@cityofdubuque.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government



Type of Applicant 2: Select Applicant Type:



Type of Applicant 3: Select Applicant Type:



* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Transportation

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

DTOS59-26-RA-BUILD

* Title:

FY 2026 National Infrastructure Investments

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

East-West Connectivity Project in Dubuque, IA

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	14,400,000.00
* b. Applicant	4,100,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	18,500,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

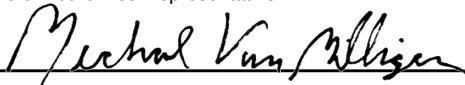
Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed: 

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report
--	--	--

4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee Tier if known:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: U.S. Department of Transportation	7. * Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known: 	9. Award Amount, if known: \$

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 * Signature:
 *Name: Prefix * First Name Middle Name
 * Last Name Suffix
 Title: Telephone No.: Date:

PROJECT DESCRIPTION

Description of the Project to be Constructed – The City of Dubuque, Iowa, seeks \$14.1 million in BUILD funding to support the East-West Connectivity Project, including the construction of a Complete Street boulevard along University Avenue with roundabout conversions, improved pedestrian and bicycle accommodations, turn lane additions, roadway realignments, and cross-section modifications.

The high-traffic University Avenue primarily serves commercial development with some residential properties located west of Asbury Road and east of Loras Boulevard. Users include commuters, college students, and visitors. The University of Dubuque is located in the southeast corner of the intersection of University Avenue with Loras Boulevard. Students attending Clarke University and Loras College also travel the corridor. DOT assistance will help the City implement infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. Within the project limits, University Avenue serves as an overlap east-west connection, with multiple arterial/collector roadways (University Avenue, Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi Street) combining in this area. The proposed improvements will help improve east-west connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

Specifically, BUILD funding will support final design, construction, and construction inspection of a variable-lane urban boulevard along University Avenue from Pennsylvania Avenue to Delhi Street in Dubuque. The majority of the corridor will have two through lanes, but there is a small overlap section, as noted above, that will have four total lanes, two in each direction. This 0.6-mile east-west arterial corridor will be transformed into a Complete Street with new roundabouts at Pennsylvania Avenue, Asbury Road, and Loras Boulevard; enhanced crosswalks near the roundabouts; pedestrian and bike accommodations along the segment; an additional left-turn lane on Asbury Road (southbound); a westbound right-turn lane at the intersection with Asbury Road; and realignment of Loras Boulevard and McCormick Street to create a four-legged intersection.

The proposed project will improve east-west arterial connectivity in Dubuque, relieve traffic congestion on U.S. 20, reduce crashes, and spur economic development. The benefit/cost ratio for the project is 1.1.

Scope of Work – With consultant support from HDR and MSA, the City is currently completing the preliminary engineering design and environmental clearance phase of the project. BUILD capital resources will fund:

1. Project Launch

- Execute BUILD Agreement: A funding agreement will be established among the City, Iowa DOT, and FHWA.
- TIP/STIP: Dubuque will work with the East Central Intergovernmental Association and Iowa DOT to add the East-West Connectivity Project to the TIP and STIP, respectively.

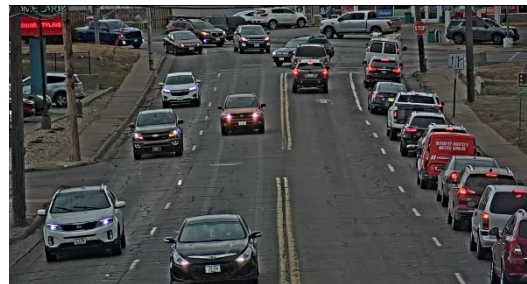


Figure 1. Complete Street improvements on University Avenue will enhance safety for commuters, college students, and visitors.

2. Community Engagement

- Outreach: Dubuque will continue to engage with the community through public meetings, social media, the City web site, newsletters, and other outreach tools.

3. Environmental/Historic Review

- Clearance: Receive NEPA and Section 106 approval.

4. Planning

- Final Design: After preliminary engineering design, the team will:
 - Complete set of plans, specifications, and estimate for construction.
 - Finalize permit package.
 - Finalize Project Management Plan with Iowa DOT approval.

5. Acquisition

- Property Acquisition: Property acquisition along University Avenue.
- Easements: Secure temporary and permanent easements, if needed.

6. Permitting

- Permits: Secure necessary permits from Iowa DOT and IDNR.

7. Procurement

- Bid: Prepare solicitation and competitively bid the project through Iowa DOT.
- Contract: Select the contractor and confirm the overall construction team.

8. Construction and Construction Inspection

- Construction:
 - Convert University Avenue intersections with Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi Street into roundabouts.
 - Enhance crosswalks near the Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi Street roundabouts on University Avenue.
 - Install continuous sidewalks and dedicated bike lanes along University Avenue.
 - Construct an additional left-turn lane on Asbury Road (southbound).
 - Construct a westbound right-turn lane at the University Avenue/Asbury Road intersection.
 - Construct an exclusive northbound left-turn lane on McCormick Street where it intersects with University Avenue.
 - Realign Loras Boulevard and McCormick Street to create a four-legged intersection.
 - Install curb and gutter, lighting, pedestrian signals, green infrastructure, and other streetscape features.
 - Integrate innovative technologies, including LiDAR-based pedestrian and bike detection, dynamic driver notification, V2N/V2X-ready integration, and near-miss analytics and performance monitoring.
- Construction Inspection:
 - Conduct construction inspection to ensure conformance with plans and specifications.

9. Closeout

- End: Submit final report, final reimbursement request, record drawings, and financial summary report.

Current Design Level – Dubuque contracted with HDR to conduct preliminary engineering design for the project. This work is anticipated to be completed by the end of 2026. The City has conducted extensive public engagement to determine the preferred alternative. NEPA review will soon be initiated with Iowa DOT. An Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI) for the project is expected by early 2027.

Description of the Project Location – Located on the banks of the Mississippi River, Dubuque is Iowa’s oldest city. Manufacturing reigned in the community until the mid-1900s. Over the last 100 years, Dubuque has seen its economy shift from chiefly manufacturing to the tourism, retail, health care, education, and financial service sectors. Dubuque now serves as the employment center for the tri-state region of Iowa, Illinois, and Wisconsin.

The East-West Connectivity Project includes improvements on University Avenue, from Pennsylvania Avenue (western terminus 42.498703, -90.698721) to Delhi Street (eastern terminus 42.497431, -90.689258). University Avenue runs parallel to U.S. 20, a major federal highway that carries through-traffic across Dubuque. Future traffic projections indicate that U.S. 20 alone will not provide sufficient capacity for east-west travel in the community. Capacity along alternate east-west corridors like University Avenue need to be improved to provide connectivity between the western growth areas and the downtown.

Dubuque is located within an Urbanized Area (UA Code 24823) with a population under 200,000. All construction activities will occur in Census Tract 9. Roadway improvements will provide access to employment opportunities in Census Tracts 1, 3, and 5, identified as Areas of Persistent Poverty and Historically Disadvantaged Communities. The project will also enable low-income residents in Census Tracts 7.01 and 7.02 (also Areas of Persistent Poverty and Historically Disadvantaged Communities) to travel west to educational (University of Dubuque), shopping (Hobby Lobby, Target, Lowe’s, Kennedy Mall), recreational (Flora Park), and health care (Statera Integrated Health and Wellness Solutions) destinations.

Map

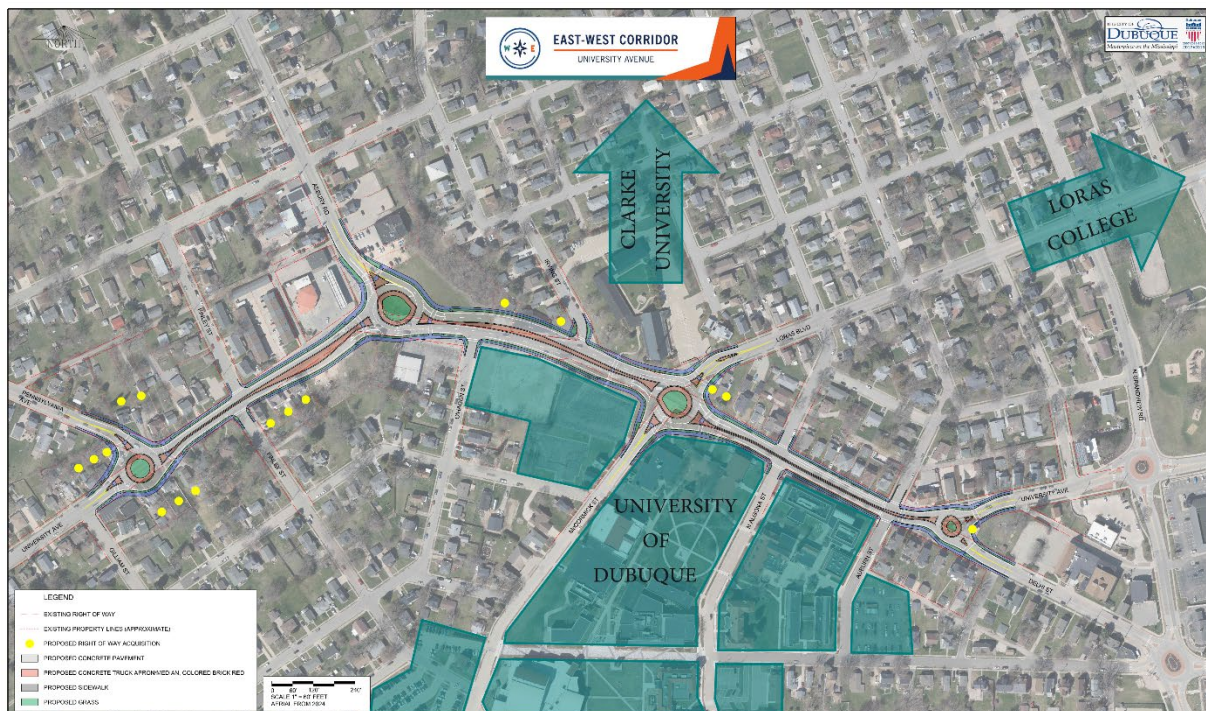


Figure 2. Project area map.

Project Typical Sections



Figure 3. Before and after typical sections of proposed University Avenue improvements.

Transportation Challenges Project Will Solve – University Avenue is an east-west arterial corridor in Dubuque with heavy vehicular traffic. HDR completed the [*East-West Corridor Connectivity Study*](#) in 2010 to determine the impact of growth on travel across the community. Congestion, bottlenecks, and the lack of bike infrastructure make University Avenue a significant barrier between Dubuque neighborhoods to the west and the downtown to the east. Key transportation challenges for residents, college students, and visitors include:

- **High Traffic Volume** – Year 2022 AADT at the most congested location along the University Avenue corridor (between Asbury Road and Loras Boulevard) was 20,900 (10,450 vehicles traveling in each direction). By year 2050, AADT is expected to increase to 22,000 vehicles (11,000 traveling in each direction).¹ Key issues associated with higher traffic volumes include congestion, infrastructure wear and tear, increased air pollution, and safety hazards.
- **Congestion** – University Avenue is experiencing growing congestion as traffic volumes rise along this key corridor. During peak periods, heavier through-traffic mixes with frequent turning movements, creating recurring bottlenecks at signalized and unsignalized intersections. A major contributor is the lack of dedicated turn lanes: left-turning vehicles often must wait in the same lane as through-traffic, causing queues to spill back and disrupt progression. Right turns can create similar friction where vehicles decelerate to turn without a separate lane, increasing delay. These conditions not only lengthen travel times and make access less predictable for drivers, but also heighten the potential for rear-end conflicts.
- **Poor Connectivity** – Dubuque’s main east-west route for regional traffic is U.S. 20. As the community has grown, more drivers are diverting to secondary roads like University Avenue. The current design struggles with high traffic volumes, leading to delays and inconsistent flow due to its multiple signalized intersections and confusing geometry. The *East-West Corridor Connectivity Study* identified the proposed University Avenue improvements as essential to transforming it into an effective connector. Without these upgrades – including roundabouts, improved intersections, and additional turn lanes – the roadway will not function efficiently as an alternative east-west route.
- **Hazardous Intersections** – Several intersections along University Avenue present safety concerns due to their geometry and alignment. In particular, the intersection with McCormick Street and Loras Boulevard is poorly aligned, creating an offset condition that can confuse drivers and complicate turning movements. This misalignment reduces sight clarity and increases the likelihood of unexpected vehicle paths, especially for motorists attempting left turns or crossing traffic. These hazardous conditions are amplified during periods of higher

¹ Local traffic data

traffic volume, when drivers have less time to react and gaps in traffic are harder to judge. Improving alignment and intersection design in this segment would help reduce confusion, enhance safety, and support more efficient traffic operations.

- **Crashes** – University Avenue is prioritized in the [*East Central Iowa Transportation Safety Plan*](#) for reducing crashes. According to 2018-2022 Potential for Crash Reduction (PCR) screening data, the corridor’s intersections with McCormick Street and Delhi Street have a high PCR rating. This indicates that these intersections are performing less safe than expected, relative to similar intersections in Iowa, and have a high potential for improved safety by making improvements. The McCormick Street and Delhi Street intersections are rated in the top 1% statewide for PCR in their intersection crash categories. From 2021 through 2025 (five-year period), there were 26 crashes at the undivided, low-speed, partial-stop control McCormick Street intersection, including 8 injury crashes. During this same period, there were 11 crashes at the undivided, low-speed, partial-stop control Delhi Street intersection, including 3 injury crashes (1 serious crash).
- **Unsafe Pedestrian Environment** – Pedestrian conditions along University Avenue are particularly challenging due to the combination of high traffic volumes and frequent student activity. As a major corridor near University of Dubuque, Clarke University, and Loras College, the roadway experiences regular pedestrian crossings throughout the day as students travel between campus buildings, housing, and nearby services. However, the heavy flow of vehicles and limited opportunities for safe crossing can create uncomfortable and sometimes risky situations, especially during peak travel periods. Drivers may be focused on navigating congestion and turning movements, while pedestrians must judge gaps in fast-moving traffic, increasing the potential for conflicts. These challenges highlight the need for improved pedestrian infrastructure and safer crossing treatments.
- **No Bike Opportunities** – There are no bike lanes along University Avenue in the project area. Travel by bicycle is not safe without separated, protected infrastructure.

Project’s History – Dubuque’s East-West Connectivity Project grew out of the City’s recognition that U.S. 20 would not provide sufficient future capacity and alternate east-west corridors were necessary to better connect western growth areas with downtown. The *East-West Corridor Connectivity Study* was completed in 2010, which reviewed travel-time and corridor performance data, including traffic counts, intersection turning movements, and reviews of existing signal timings, while also considering what happens when drivers divert off U.S. 20 onto parallel routes. Based on that work, the City advanced a set of preliminary concepts focused on the University Avenue corridor. HDR was contracted in 2021 to help develop preliminary designs for four roundabouts and other capacity improvements. Dubuque has hosted numerous public information opportunities to gather feedback on these plans. The preliminary engineering design and environmental clearance stage will be completed by early 2027.

How Project Fits in Applicant’s Broader Transportation Infrastructure Investments – Complete Street reconstruction on University Avenue supports Dubuque’s efforts to enhance multimodal connections. Implementation of the *East-West Corridor Connectivity Study* began in 2016 with property acquisition at the University Avenue/Asbury Road intersection. In the same year, the City constructed a roundabout at the Grandview Avenue/Delhi Street intersection to enhance east-west travel. This was followed by another roundabout at the University Avenue/Grandview Avenue intersection in 2018. Furthermore, Dubuque is currently constructing a railroad overpass at 14th Street, funded by a 2024 RAISE grant. That overpass will help to connect neighborhoods, employment areas, and the street network, including the University Avenue corridor.

PROJECT BUDGET

Dubuque seeks \$14,400,000 in BUILD grant funding to support the University Avenue Complete Street project. The total project cost is \$18,500,000.

Table 1. Funding Sources

Funding Source	Total Funding
BUILD Funds	\$14,400,000 (77.8%)
Other Federal Funds	\$0 (0%)
Non-Federal Funds	\$4,100,000 (22.2%)
Total Project Cost	\$18,500,000 (100%)

Table 2. Cost Classifications

Cost Classification	BUILD Funds	Other Federal Funds	Non-Federal Funds	Total Project Cost
Final Design	\$1,280,000	\$0	\$320,000	\$1,600,000 (8.6%)
Property Acquisition	\$4,160,000	\$0	\$1,040,000	\$5,200,000 (28.1%)
Construction	\$6,160,000	\$0	\$1,540,000	\$7,700,000 (41.6%)
Grant & Construction Administration	\$0	\$0	\$500,000	\$500,000 (2.7%)
Contingency	\$1,200,000	\$0	\$300,000	\$1,500,000 (8.1%)
Inflation to Midpoint of Construction (2030) at 3%/Year	\$1,600,000	\$0	\$400,000	\$2,000,000 (10.8%)
Total Funding	\$14,400,000	\$0	\$4,100,000	\$18,500,000 (100%)

All project activities will be conducted in Census Tract 9.

Table 3. Census Tract Budget Breakdown

2020 Census Tracts	Project Costs per Census Tract
9	\$18,500,000 (100%)
Total Project Cost: \$18,500,000	

Dubuque is located within an Urbanized Area (UA Code 24823) with a population under 200,000. All BUILD-supported activities are defined as rural.

Table 4. Urban/Rural Budget Breakdown

Urban and Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	\$0
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	\$18,500,000
Total Project Cost: \$18,500,000	

Sources, Uses & Availability – BUILD grant funding will support:

Table 5. Detailed Budget

Budget Description	Cost	BUILD Request	Other Federal Support	Non-Federal Match	Matching Source
Final Design	\$1,600,000 (8.6%)	\$1,280,000 (8.9%)	\$0 (0%)	\$320,000 (7.8%)	City of Dubuque
Property Acquisition	\$5,200,000 (28.1%)	\$4,160,000 (28.9%)	\$0 (0%)	\$1,040,000 (25.4%)	City of Dubuque
Construction	\$7,700,000 (41.6%)	\$6,160,000 (42.8%)	\$0 (0%)	\$1,540,000 (37.6%)	City of Dubuque
Grant & Construction Administration	\$500,000 (2.7%)	\$0 (0%)	\$0 (0%)	\$500,000 (12.2%)	City of Dubuque
Contingency/ Risk	\$1,500,000 (8.1%)	\$1,200,000 (8.3%)	\$0 (0%)	\$300,000 (7.3%)	City of Dubuque
Inflation to Midpoint of Construction (2030) at 3%/Year	\$2,000,000 (10.8%)	\$1,600,000 (11.1%)	\$0 (0%)	\$400,000 (9.8%)	City of Dubuque
TOTAL	\$18,500,000 (100%)	\$14,400,000 (100%)	\$0 (0%)	\$4,100,000 (100%)	

Match is evidenced by the attached letter of commitment. There are no restrictions on the use of any of the City's matching funds. No additional funding is required to complete this project.

Contingency Amount & Plan – The budget includes a contingency of \$1,500,000. There should be sufficient funds to cover all project costs. If there are unanticipated cost overruns, the City is prepared to cover additional expenses.

Level of Design – Dubuque began preliminary design in 2022 to develop a Complete Street concept for University Avenue. The City has conducted extensive public engagement to identify a preferred alternative. Preliminary engineering is underway and will be completed by September 2026. The cost estimate is based on a 50% degree of design completion.

Cost Estimate – The cost estimate was prepared by HDR in February 2026. This work was completed with BUILD planning funds and is based on industry standards and experience with similar projects.

Cost Share – As a rural community, no BUILD match is required. However, Dubuque will provide a match commitment of \$4.1 million (22.2%) to the project.

February 23, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Match Commitment

Dear Secretary Duffy:

This letter confirms the match commitment for the U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) grant. The City of Dubuque will provide \$4.1 million in non-federal funds to match a \$14.4 million BUILD award.

Sincerely,


Michael C. Van Milligen
City Manager

MERIT CRITERIA

Between Pennsylvania Avenue and Delhi Street, University Avenue is 0.6-mile east-west arterial that provides connectivity between Dubuque's western growth areas and the downtown. The corridor limits east-west connectivity due to heavy traffic, crashes, and limited multimodal facilities. BUILD funding will support the construction of a Complete Street boulevard along the corridor. Improvements will include converting intersections into roundabouts, enhancing accommodations for pedestrians and cyclists, and realigning roadways.

I. SAFETY

Prevents Fatalities & Serious Injuries – Improving safety for all users is a key goal of Dubuque's proposed BUILD project. There are currently several points of conflict between users in the public realm on University Avenue:

- **High Traffic**: Year 2022 AADT at the most congested location along the University Avenue corridor (between Asbury Road and Loras Boulevard) was 20,900 (10,450 vehicles traveling in each direction). By year 2050, AADT is expected to increase to 22,000 vehicles (11,000 traveling in each direction).¹
- **Risky Intersections**: The corridor includes four major intersections (Pennsylvania Avenue, Asbury Road, Loras Boulevard/McCormick Street, and Delhi Street) that combine high traffic volumes, complex geometry, and heavy pedestrian activity without designs that safely manage those conflicts.
- **Few Turning Lanes**: As traffic volumes have grown, so have turning conflicts. The corridor lacks dedicated turning lanes, so left- and right-turning vehicles often block through traffic, causing backups and sudden stops – prime conditions for rear-end and angle crashes.
- **Poor Geometry**: Loras Boulevard/McCormick Street is a misaligned intersection on University Avenue, causing confusion for drivers and complicating left turns and crossings due to irregular approaches that reduce visibility. The University Avenue alignment with Asbury Road also shifts on the west leg of the intersection, with long pedestrian crossings.
- **Crashes**: From 2021 through 2025, there were 26 crashes at the undivided, low-speed, partial-stop control McCormick Street intersection, including 8 injury crashes. During this same period, there were 11 crashes at the undivided, low-speed, partial-stop control Delhi Street intersection, including 3 injury crashes (1 serious crash).² The McCormick Street and Delhi Street intersections are also rated in the top 1% statewide for PCR in their intersection crash categories.³
- **Unsafe Pedestrian Environment**: The targeted section of University Avenue directly serves the University of Dubuque, leading to frequent pedestrian crossings. Students often navigate heavy traffic with few crossing options, resulting in uncomfortable conditions.
- **No Bike Lanes**: There are no bike facilities along University Avenue in the project area. While cyclists still travel the corridor, it is unsafe without separated infrastructure.

Complete Street solutions that will help to prevent fatalities and serious injuries include:

- **Roundabouts**: Dubuque will convert the Pennsylvania Avenue, Asbury Road, Loras



Figure 1. Heavy traffic on University Avenue threatens the safety of commuters, students, and visitors.

¹ Local traffic data

² Ibid.

³ Iowa DOT PCR

Boulevard/McCormick Street, and Delhi Street intersections on University Avenue to roundabouts. The geometric features of a roundabout force drivers to slow down, eliminating right-angle, left-turn, and head-on collisions. FHWA indicates that converting conventional intersections to roundabouts reduces fatal crashes by ~90%. These safety countermeasures reduce injury crashes by ~75% at intersections where stop signs or signals previously controlled traffic, according to the Insurance Institute for Highway Safety. Additionally, roundabouts enhance pedestrian safety by allowing crossings in one direction at a time, with shorter distances and lower traffic speeds.

- **Realignment:** The intersection with Loras Boulevard and McCormick Street will be realigned into a roundabout to improve safety. This realignment will enhance sightlines, reduce driver confusion, and create clearer paths for vehicles, pedestrians, and cyclists. These changes aim to decrease conflict points, lowering the likelihood of severe crashes while ensuring that any accidents occur at lower speeds, resulting in less severe outcomes.
- **Continuous Sidewalks:** Sidewalks along University Avenue will offer pedestrians a safe, dedicated space away from vehicle traffic, decreasing the risk of conflicts. Continuous sidewalks will enhance visibility and driver awareness, guiding pedestrians to safer crossing points. This design will lower exposure to high-speed traffic, significantly reducing the chances of fatal or serious injuries in pedestrian crashes.
- **Bike Lanes:** Separated bike lanes along University Avenue will protect cyclists from vehicular traffic. Bike lanes make cyclists more visible and expected to drivers, lowering the risk of high-severity crashes such as sideswipes and turning conflicts at intersections and driveways. This safety countermeasure will significantly reduce the likelihood of a crash.
- **Enhanced Crosswalks:** High-visibility markings, shorter crossing distances, better lighting, and refuge areas will help slow vehicles and improve pedestrian safety at crosswalks. By reducing speeds and clarifying pedestrian priority, these enhancements will lower the risk of crashes and lessen injury severity if they occur. In addition, the crossings at multilane roundabouts will incorporate rectangular rapid flashing beacons (RRFB), which are user-activated and provide enhanced pedestrian safety.

According to the BCA, the project will result in \$6.4 million of discounted avoided accident costs and \$1.0 million of discounted avoided active transportation accident costs over a 20-year period.

Protects Motorized & Non-motorized Travelers from Safety Risks – A Complete Street on University Avenue will protect motorists by organizing traffic movements, reducing conflict points, and lowering vehicle speeds, particularly where serious crashes may occur. Four roundabouts will replace high-speed, stop-and-go intersections at Pennsylvania Avenue, Asbury Road, Loras Boulevard/McCormick Street, and Delhi Street, promoting continuous, low-speed circulation and eliminating severe right-angle and head-on crashes. Roadway realignment and a roundabout intersection at Loras Boulevard/McCormick Street will improve sightlines and clarity for drivers. Enhanced crosswalks and clearer intersection layouts will further reduce unexpected interactions between vehicles, pedestrians, and cyclists, particularly with students new to the University of Dubuque, Clarke University, and Loras College campuses. Together, these improvements will create a more predictable driving environment, reducing the likelihood that crashes occur and that they result in fatal or serious injuries.

For non-motorized travelers, the Complete Street will provide connected facilities that greatly reduce exposure to fast-moving traffic. Enhanced crosswalks will shorten crossing distances, improve visibility, and slow vehicles at key pedestrian conflict points. Dedicated bike lanes will provide clear separation between cyclists and vehicles, reducing dangerous overtaking and turning

conflicts and making bike movements more predictable to drivers. Combined with lower speeds created by roundabouts, these features will create a safer, more accessible corridor for pedestrians and cyclists, dramatically reducing the risk of fatal and serious injuries.

Reduces Fatalities & Serious Injuries in Project Area Below Statewide Average – Between 2018-2022, the University Avenue corridor’s intersections with McCormick Street and Delhi Street have high PCR ratings, indicating lower safety compared to similar Iowa intersections and a strong potential for safety improvements. The McCormick Street and Delhi Street intersections are rated in the top 1% statewide for PCR in their intersection crash categories. From 2021 through 2025, there were 26 crashes at the undivided, low-speed, partial-stop control McCormick Street intersection, including 8 injury crashes. During this same period, there were 11 crashes at the undivided, low-speed, partial-stop control Delhi Street intersection, including 3 injury crashes (1 serious crash).

To address these elevated risks, the project will introduce roundabouts to lower vehicle speeds and eliminate high-severity conflict points such as right-angle and head-on collisions, resulting in fewer and less severe crashes overall. Roundabouts will feature multiple lanes to separate turning vehicles from through traffic, minimizing sudden braking, reducing rear-end and angle collisions, and making traffic movements more predictable. Multimodal accommodations will protect non-motorized travelers from vehicle traffic, improving visibility and predictability, and reducing conflict points at crossings and intersections. Furthermore, enhanced crosswalks will reduce safety risks by increasing pedestrian visibility, slowing approaching vehicles, and providing clearer, more controlled crossing points. Together, these upgrades will mitigate the primary causes of crashes along University Boulevard and support Dubuque’s goal of bringing intersection collision rates below the statewide average.



Figure 2. Roundabouts will reduce speeds and crashes on University Avenue.

Incorporates Specific Safety Improvements of Documented Safety Risk Strategy – The [*East Central Iowa Transportation Safety Plan*](#), funded by a DOT Safe Street and Roads for All grant, identifies segments of University Avenue (including the project area) as high-crash, high-injury. The plan recommends the following safety countermeasures to reduce transportation conflicts:

- Roundabouts
- Crosswalks
- Geometry Improvements
- Bike/Pedestrian Facilities

The proposed University Avenue improvements align closely with the *East Central Iowa Transportation Safety Plan* by advancing a Safe System Approach to reduce fatalities and serious injuries through evidence-based roadway design. The project targets a priority corridor identified in regional crash analyses and applies proven countermeasures that directly address the plan’s key emphasis areas of intersections, local roads, speed management, and vulnerable road users.

II. ENVIRONMENTAL SUSTAINABILITY

Makes Basic Stormwater Improvements – The University Avenue plan incorporates stormwater management improvements as an integral component of the Complete Street reconstruction. As the corridor is rebuilt with new pavement, realigned intersections, and expanded pedestrian and bicycle facilities, the project will upgrade stormwater drainage infrastructure to accommodate the revised roadway cross-section and improve system performance. These improvements will enhance the corridor’s resilience by reducing ponding and localized flooding, protecting the roadway and adjacent properties, and ensuring long-term functionality of the transportation

investment under increasing precipitation and extreme weather conditions.

A key drainage improvement is installing curbing along the reconstructed roadway to direct stormwater runoff into designated inlets, preventing uncontrolled flow and erosion. By defining drainage paths, this will enhance collection efficiency and manage peak runoff during heavy rains. Traditional drainage infrastructure will be paired with green features. Landscaped medians and planting strips will function as bioretention areas to improve stormwater control.



Figure 3. Green infrastructure along University Avenue will improve the corridor's drainage.

Improves Resilience of At-risk Infrastructure – Since 2000, Dubuque has experienced eight FEMA Major Disaster Declarations, primarily due to flash flooding from heavy rainstorms. The City will improve the resilience of at-risk infrastructure by fully reconstructing the corridor with modern roadway and drainage curb systems designed to withstand more frequent and intense storms. Upgraded stormwater infrastructure will manage runoff more effectively, reducing flood-related damage that can compromise pavement, utilities, and adjacent properties. By correcting roadway geometry and improving drainage flow paths, the project will reduce vulnerability to weather-related deterioration and extend the service life of a critical transportation asset.

In addition, the project will enhance system-wide resilience by ensuring University Avenue remains a reliable east-west route during and after emergencies. Improved roadway design, safer intersections, and continuous pedestrian and bicycle facilities will help maintain access for first response units, transit, and daily travel when conditions are disrupted elsewhere in the network. Together, these improvements will strengthen Dubuque's transportation system by reducing failure risks, improving recovery time after severe events, and supporting long-term adaptability.

Aligns with Resilience Improvement Plan – The proposed improvements on University Avenue align directly with Dubuque's 2024 [Stormwater Climate Action Plan](#) by addressing the impacts of increased rainfall intensity, localized flooding, and infrastructure vulnerability through integrated roadway and stormwater design. The plan identifies the need to redesign infrastructure to withstand more intense, shorter-duration storm events and to improve stormwater conveyance along major corridors to prevent roadway flooding and service disruptions. By reconstructing University Avenue as a Complete Street with upgraded drainage systems and improved runoff control, the project will advance local adaptation strategies to reduce flood risk, protect critical transportation assets, and extend infrastructure service life under changing climate conditions.

The University Avenue project will consider risk across transportation modes, regional connectivity, and interdependent systems, consistent with the *Climate Action Plan*'s emphasis on coordinated infrastructure planning. University Avenue serves as a key east-west corridor and an alternative to U.S. 20, supporting emergency response, freight access, transit, and daily travel for motorists, pedestrians, and cyclists. By improving safety, stormwater management, and access during extreme weather events, the project will strengthen network redundancy and minimize failures between transportation, emergency services, and economic activity. This multimodal approach reflects the plan's goal of building a resilient transportation system that supports community mobility, public safety, and economic stability during climate-related disruptions.

Incorporates Green Infrastructure – The project incorporates green infrastructure in its design. Landscaped medians and planting strips will be installed along the corridor not only to calm traffic

but also to manage stormwater naturally through sustainable stormwater capture, reducing runoff and filtering pollutants before they reach the Mississippi River. By integrating green infrastructure features into the roadway design, the project will help prevent contaminants such as oil, grease, and heavy metals from entering local waterways while also supporting more climate-resilient infrastructure.

Reduces Transportation-Related Air Pollution & Greenhouse Gas Emissions – The transportation sector is a major contributor of air pollution in Dubuque. Making University Avenue safer and more accessible for walking and biking will decrease vehicle miles traveled (VMT).

III. QUALITY OF LIFE

Reduces Transportation & Housing Cost Burdens – According to the Center for Neighborhood Technology, Dubuque residents spend 39% of their income on housing and transportation expenses.⁴ This financial burden is particularly acute in Census Tract 9, with low per capita income (\$33,006, compared to \$44,673 across the country).⁵

University Avenue provides a diverse range of housing options, including:

- Multi-family housing, including apartment buildings and converted multi-unit structures that serve students, renters, and lower- to moderate-income households.
- Student housing, including university-owned residence halls.
- Single-family and duplex homes west of Asbury Road and on side streets.
- Affordable and supportive housing, relying on walking, biking, and transit for daily travel.

Complete Street infrastructure will help reduce transportation and housing burdens by providing a cost-effective alternative to owning and maintaining a vehicle. Project enhancements will include pedestrian and bike accommodations, improved roadway crossings, and reliable public transit access. By making these improvements, residents (including college students) will find it easier to access jobs, education, and essential services without relying on an automobile.

Coordinates/Integrates Land Use, Affordable Housing & Transportation Planning – A Complete Street on University Avenue will coordinate and integrate land use, affordable housing, and transportation planning by aligning roadway design with the corridor’s existing mix of higher-density housing, student residences, and neighborhood-serving development. By improving walkability, bike access, transit reliability, and safe crossings, the project will support mixed-use land patterns and make existing housing – particularly multi-family and affordable units in the area – more accessible to jobs, education, health care, and daily services without reliance on a personal vehicle. This integration will reinforce University Avenue’s role as a livable urban corridor.

In addition, the Complete Street approach will strengthen housing stability and affordability by reducing transportation costs for residents who rely on walking, biking, and transit, including students, lower-income households, and seniors. This is particularly significant for those who face the greatest cost burdens, as the project will provide them with more affordable and efficient means to access what they need for day-to-day living. Safer, more reliable multimodal access will increase the viability of existing affordable housing and support future housing reinvestment without requiring additional parking or roadway expansion. By coordinating transportation improvements with surrounding land uses and residential patterns, the project will advance Dubuque’s broader planning goals of neighborhood connectivity and sustainable growth.

Implements Transit-Oriented Development – The proposed Complete Street improvements will

⁴ <https://htaindex.cnt.org>

⁵ U.S. Census Bureau, 2020-2024 American Community Survey

support transit-oriented development by creating a safer, more accessible corridor that aligns higher-density housing, campus uses, and neighborhood services with frequent, reliable transit service. University Avenue is served by multiple Jule bus routes – including the Grey Line, Orange Line, AM/PM Commuter Shuttle, and the Express Line – providing east-west connections to the Midtown Transfer, downtown, employment centers, medical facilities, and western Dubuque. By improving sidewalks, bike lanes, crosswalks, and intersection safety while maintaining efficient traffic flow, the project will make it easier for residents to walk, bike, and safely access bus stops, reducing reliance on personal vehicles. These improvements will enhance the attractiveness and viability of transit-supportive land uses along the corridor, encourage reinvestment in existing housing and mixed-use development, and reinforce University Avenue’s role as a connected, multimodal spine that supports compact, transit-oriented growth.

Beautifies Transportation Infrastructure – The University Avenue project will beautify transportation infrastructure by transforming the corridor from an auto-oriented roadway into an attractive Complete Street that enhances the public realm. Streetscape elements such as modern intersection designs, improved sidewalks, clearly marked crossings, landscaped medians, and planting strips will create a more visually appealing corridor. Roundabouts and roadway realignments will also provide opportunities for gateway features and public-facing design treatments that reflect the character of surrounding neighborhoods. Together, these enhancements will improve corridor aesthetics, strengthen community identity, and create a more welcoming environment for residents, students, and visitors while still supporting efficient transportation.

Improves Travel Experience for Families – Multimodal improvements such as new pedestrian/bike facilities and enhanced crosswalks will significantly improve the travel experience for families by creating a safer, welcoming, and more comfortable environment for everyday trips. The inclusion of ADA-compliant pedestrian facilities along University Avenue will allow parents with strollers, children walking to school, and families treading along the corridor to travel on sidewalks protected from fast-moving traffic. Improved crossings and reduced crossing distances will also make it easier and less stressful for families to move across the roadway. Together, these Complete Streets elements will transform the roadway into a family-friendly corridor that supports recreation, neighborhood connectivity, and healthier transportation choices.

Improves Wayfinding & User Experience – University Avenue’s design incorporates context-sensitive signage, enhanced intersection treatments, and corridor branding features that support wayfinding for motorists, pedestrians, cyclists, and transit riders. Roundabouts will provide natural locations for gateway signage and directional cues, while improved sidewalks, bike facilities, and crossings will support pedestrian- and bike-scale wayfinding between universities, neighborhoods, transit stops, and nearby destinations. Together, these features will help users navigate the corridor more intuitively, reinforce University Avenue’s identity as a key east-west connector, and improve orientation for students, visitors, and regional travelers.

Makes Transportation More Affordable – Car ownership is expensive and often unaffordable to lower-income populations. According to AAA, the annual average cost to own and operate a vehicle in 2025 was \$11,577.⁶ The median-income family in Census Tract 9 spends 26.3% of their income on transportation.⁷ Many college students in the project area lack access to a personal vehicle. Low-income households in Census Tracts 7.01 and 7.02 (also Areas of Persistent Poverty and Historically Disadvantaged Communities) also travel west along the corridor to educational

⁶ <https://www.ace.aaa.com/automotive/advocacy/cost-of-driving.html>

⁷ <https://hudgis-hud.opendata.arcgis.com/datasets/location-affordability-index-v-3>

A Complete Street on University Avenue will make transportation more affordable by reducing the need for car ownership and lowering the cost of daily travel for residents, students, and workers along the corridor. By improving pedestrian, bike, and transit mobility, the project will allow people to choose lower-cost travel options instead of relying solely on private vehicles and parking. Safer intersections and more efficient traffic flow will also reduce crash-related costs, delays, and vehicle wear. Together, these improvements will help households spend less on transportation, making mobility more affordable and accessible for people of all incomes.

Decreases Roadway Traffic Congestion & Does Not Limit Roadway Capacity – The project is designed to reduce roadway traffic congestion by improving overall corridor operations while creating safer, more efficient multimodal connections. The project will address existing high traffic volumes and crash patterns along University Avenue by introducing roundabouts, intersection improvements, and new pedestrian crossings that better organize traffic flow and reduce conflict points. By enhancing access and connectivity, the project will distribute travel demand more effectively and provide alternatives to short vehicle trips, thereby reducing localized congestion. These improvements will support smoother traffic flow through key intersections, where crashes and queuing have historically contributed to delays.

Sidewalk	5 ft	Terrace	5.5 ft	Bike	5.5 ft	Lane	10 ft	Lane	12 ft	Median	14 ft	Lane	12 ft	Lane	12 ft	Shoulder	6.5 ft	Terrace	5.5 ft	Sidewalk	3 ft
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Incorporates ADA Improvements – BUILD funding will enhance accessibility for all users, particularly pedestrians and individuals with mobility challenges (9.2% in Census Tract 9).⁸ The project will construct sidewalks along University Avenue designed to meet current ADA standards. These upgrades will provide continuous, barrier-free connections along the corridor between housing, campuses, and services. In addition, new and improved crossings will be installed near the Pennsylvania Avenue, Asbury Road, Loras Boulevard/McCormick Street, and Delhi Street roundabouts along University Avenue, with reduced crossing distances and upgraded pedestrian signal equipment where needed. All infrastructure – including sidewalks, curb ramps, and crosswalks – will be constructed to ensure safe, compliant, and accessible travel on the roadway.

⁸ U.S. Census Bureau, 2020-2024 American Community Survey

traveling in each direction) by 2050.⁹ The corridor will maintain through-lane continuity and convert busy intersections to roundabouts without reducing roadway capacity.

The project will also improve vehicular efficiency by addressing key operational factors that influence roadway performance. Safety improvements and traffic calming measures such as separated enhanced crosswalks, bike facilities, and curbing are designed to reduce crash-related disruptions. In addition, the project will enhance roadway functionality by incorporating design elements that support safe and predictable vehicle movement. No new vehicular access points will be created, avoiding unnecessary turning conflicts, while roundabouts and roadway reconfiguration will address operational friction.

Enhances the Accessibility of Transportation System for Families & Americans with Disabilities Using Universal Design – Following Universal Design principles, Dubuque has designed pedestrian- and bike-friendly transportation infrastructure that is accessible for all travelers, including families, seniors 65 years and older (14.4% in Census Tract 9), and persons with disabilities (9.2% in Census Tract 9).¹⁰ The project will feature continuous, ADA-compliant sidewalks along University Avenue. By creating accessible walking and rolling spaces, the project will ensure that people of all ages and abilities – including those using wheelchairs, walkers, strollers, or other mobility devices – can travel safely and comfortably.

Roundabouts, new crossings, and intersection upgrades will reduce crossing distances, improve visibility, and provide accessible signal equipment where needed. In addition, the project will enhance pedestrian infrastructure to meet ADA standards. These upgrades will make it easier for families and individuals with disabilities to navigate University Avenue, which currently functions as a barrier due to high traffic speeds and limited safe crossing opportunities.

Removes Physical Barriers for Individuals by Reconnecting Communities to Direct, Affordable Transportation Options – The BUILD project will transform University Avenue from a high-stress, vehicle-dominated roadway into a connected, accessible transportation spine that safely serves people of all ages and abilities. Continuous sidewalks, safe crossings, and dedicated bike facilities will reconnect neighborhoods, student housing, and university campuses that are currently divided by wide lanes, fast traffic, and limited crossing opportunities. These improvements will make it easier for residents and students to reach transit stops, schools, jobs, health care, and daily services without needing a personal vehicle.

Improving access to affordable transportation options like walking, bicycling, and Jule transit service along University Avenue will reduce dependence on costly car ownership. Safer intersections and improved access to bus stops will allow more people, particularly college students, lower-income households, and individuals with disabilities, to choose reliable, low-cost travel modes. In doing so, the Complete Street design will reconnect people to opportunity while removing physical and financial barriers that have limited mobility along the corridor.

Includes Transportation Features that Increase Accessibility for Non-motorized Travelers – Complete Street development will help residents, commuters, and students avoid the cost of owning a car. A median-income family in Census Tract 9 spends 26.3% of their household income on transportation.¹¹ Each vehicle that the project helps an individual avoid owning or using means funds are available for other expenses. Providing more transportation choices will help people to forgo owning a personal vehicle, generating significant local purchasing power in Dubuque.

⁹ Local traffic data

¹⁰ U.S. Census Bureau, 2020-2024 American Community Survey

¹¹ <https://hudgis-hud.opendata.arcgis.com/datasets/location-affordability-index-v-3>

According to the U.S. Census Bureau, 1.3% of Dubuque’s population depends on bus service to make their daily commute.¹² The Jule’s Grey Line, Orange Line, AM/PM Commuter Shuttle, and Express Line bus routes serve the project area. A Complete Street along University Avenue will expand transportation options for mobility-challenged households and improve connectivity to transit options.

Provides Additional Options for Intermodal & Multimodal Freight Shippers – The BUILD project will improve truck traffic and business deliveries by creating a more organized roadway that accommodates freight movements while reducing conflicts with general traffic. Although trucks account for only about 2% of total traffic, the project’s roundabouts and improved intersection geometry will allow for smoother maneuvering, reducing delays and improving travel time reliability for businesses. These upgrades will make curbside delivery safer and more efficient. By improving access to regional arterials and freight facilities, the corridor will also support intermodal and multimodal shippers by strengthening last-mile connections between local businesses and the broader freight network.

Considers Last-Mile Freight Plans in Multimodal Approach – The proposed project considers last-mile freight needs with a multimodal approach that balances efficient local deliveries with safety and accessibility for all users. While freight traffic is a small portion of total corridor volumes, improved intersections and predictable traffic operations will reduce delays and enhance access to businesses. By maintaining strong connections to regional arterials and nearby intermodal facilities while accommodating pedestrians, cyclists, and transit users, the Complete Street improvements will strengthen last-mile freight reliability without compromising safety or livability. This integrated design will ensure that local businesses, service providers, and freight shippers can efficiently move goods.

V. ECONOMIC COMPETITIVENESS & OPPORTUNITY

Reduces Travel Time & Improves Travel Time Reliability – The University Avenue project will reduce travel time by improving traffic flow and eliminating many of the operational inefficiencies that currently slow movement along the corridor. Converting key intersections to roundabouts will allow traffic to move continuously at lower, consistent speeds rather than stopping at intersections or waiting for gaps in traffic. These design changes will help vehicles, buses, and delivery trucks move more efficiently through the corridor, particularly during peak travel periods.

The project will also improve travel time reliability by creating a more predictable transportation system. Fewer stop-and-go conditions mean less variability in day-to-day travel times, while simplified intersections and clearer lane continuity will reduce crashes and incident-related delays that can disrupt traffic flow. For transit riders, emergency responders, and businesses that depend on dependable travel times, the Complete Street design will ensure that University Avenue functions as a consistent and reliable east-west route.

Improves Safety, Security & Efficiency of Goods Movement – Federal investment will help Dubuque to enhance the safety of local goods movement by creating a roadway that better accommodates delivery vehicles while reducing conflicts with other users. Although truck traffic accounts for approximately 2% of corridor volume, delivery vehicles play an outsized role in supporting nearby businesses. Roundabouts and better

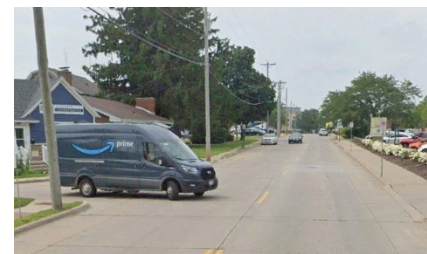


Figure 5. Local freight movement will improve on University Avenue with BUILD investment.

¹² U.S. Census Bureau, 2020-2024 American Community Survey

intersection geometry will allow trucks to slow, queue, and turn without blocking through traffic or making abrupt maneuvers. These features will reduce the risk of crashes involving delivery vehicles and improve safety for drivers, pedestrians, and cyclists. The project will also improve the efficiency and reliability of local deliveries by reducing congestion and minimizing unpredictable delays. Continuous traffic flow at roundabouts, improved lane continuity, and fewer stop-and-go conditions will help delivery vehicles move steadily through the corridor, even during peak periods.

Creates Jobs Related to Project's Delivery & Ongoing Operations – The proposed project will generate measurable job growth. Using widely-accepted DOT and FHWA economic multipliers – approximately 13 direct, indirect, and induced job-years per \$1 million in transportation construction spending – the project is expected to support approximately 220 job-years during the design and construction phase, or roughly 70-75 full-time jobs over a 3-year timeline. These jobs include construction laborers, equipment operators, electricians, paving crews, stormwater and utility specialists, traffic control personnel, engineers, inspectors, and project managers, as well as jobs at local suppliers, material producers, trucking firms, and equipment vendors.

In addition to short-term construction employment, the project will support ongoing job growth and retention through ongoing operations and economic activity. Permanent jobs will arise from roadway and stormwater maintenance, landscaping, and traffic system management. Improved safety, reliability, and access along University Avenue will also strengthen nearby businesses, universities, and service providers by improving workforce mobility and delivery reliability, helping to retain existing jobs and support future employment growth along the corridor.

Promotes Economic Growth & Other Broader Economic/Fiscal Benefits – The University Avenue project will promote economic growth by strengthening access to Dubuque's higher-education institutions and supporting their long-term growth and student attraction goals. Research shows that students choose campuses located in walkable, bike-friendly, transit-supported environments, and surveys by the American Planning Association and DOT indicate that younger populations are more likely to value multimodal access over auto-oriented infrastructure. By improving safety, walkability, and transit access along University Avenue – the primary corridor serving the University of Dubuque and nearby colleges – the project will enhance campus connectivity, directly supporting enrollment competitiveness and institutional expansion.

The project will also generate tourism and visitor-related economic benefits. According to FHWA and U.S. Travel Association research, transportation investments that improve access and streetscape quality increase visitor spending by improving first impressions and ease of navigation to destinations. University Avenue functions as a key approach route for visitors attending university events, athletic competitions, cultural activities, and regional tourism destinations. Improved travel time reliability and safer multimodal access will benefit shuttle services, tour buses, and visitors unfamiliar with the area, strengthening Dubuque's visitor economy.

In addition, Complete Street investments are closely tied to private reinvestment and local tax growth. The University Avenue project will improve access, safety, and multimodal mobility, boosting development potential and encouraging investment in housing and neighborhood-serving businesses. FHWA case studies also show that corridors rebuilt with Complete Street principles often experience property value increases of 10-30%.

Includes Union Participation & Project Labor Agreements – The City will include opportunities for union participation and Project Labor Agreements (PLAs) that promote cost-effectiveness and workforce stability. Union labor participation will help reduce schedule risk, improve safety

performance, and maintain high construction quality – key factors in controlling costs and avoiding delays on an \$18.4 million infrastructure investment. By utilizing a PLA or similar labor framework, the project can ensure access to a skilled, experienced workforce trained in complex roadway, utility, and stormwater construction. The procurement process will also support open and fair competition by allowing all qualified contractors – union and non-union alike – to bid under consistent work rules and standards. This balanced approach aligns with DOT best practices by promoting efficient project delivery, protecting taxpayer investment, supporting local workforce development, and maintaining competitive contracting and fiscal responsibility.

Improves Intermodal & Multimodal Freight Mobility – As previously discussed, the project will improve intermodal and multimodal freight mobility by strengthening last-mile connections between local businesses and the broader freight network. While freight traffic is a small portion of total volume, features like roundabouts and improved intersection geometry will enable delivery vehicles to operate more efficiently without disrupting through traffic. By ensuring reliable access to regional arterials and nearby highway- and rail-served freight facilities, the Complete Street design will support seamless transfers between modes and improve the efficiency of goods movement from intermodal hubs to final destinations. These improvements will enhance freight reliability, reduce delay and operating costs, and ensure University Avenue functions as a resilient, multimodal connector within Dubuque’s transportation system.

Facilitates Tourism Opportunities – A Complete Street on University Avenue will enhance access, safety, and first impressions for visitors traveling to Dubuque’s college campuses and downtown attractions. Families visiting students at the University of Dubuque and nearby institutions frequently navigate University Avenue to reach campus facilities, housing, hotels, restaurants, and event venues. Safer intersections, clearer wayfinding, improved sidewalks, and more predictable traffic flow will make these visits less stressful, particularly for visitors unfamiliar with local streets. A walkable corridor will also enhance the campus experience itself, supporting athletic events, commencements, and conferences that bring visitors and spending into the community.

The project will strengthen Dubuque’s broader tourism market by improving a key east-west gateway that connects visitors to major attractions across the city. University Avenue provides an important link between western lodging and shopping areas and downtown destinations such as the National Mississippi River Museum & Aquarium and the Mississippi Riverwalk. Improved travel time reliability, enhanced streetscape aesthetics, and safer multimodal access will support tour buses, shuttles, cyclists, and pedestrians exploring these destinations. By creating a safer, more welcoming, and more navigable corridor, the Complete Street project will help Dubuque attract visitors, encourage longer stays, and increase tourism-related spending across the economy, benefiting local businesses and contributing to growth in local sales and hospitality tax revenues.

VI. STATE OF GOOD REPAIR

Deferred Maintenance – The project will help Dubuque to defer future maintenance on the corridor by replacing aging infrastructure with a fully reconstructed, modern roadway designed for long-term performance. Rather than continuing a cycle of short-term fixes (e.g., repeated patching), the project will rebuild the corridor with new pavement, curbing, drainage systems, and intersection treatments that have longer service lives and lower routine maintenance needs. This “fix-it-right” approach will reduce the frequency of reactive repairs and associated costs over time.

In addition, the project’s design will directly reduce maintenance demands by improving traffic operations and drainage. Roundabouts will replace traffic signals, cutting ongoing costs, while better stormwater management will minimize pavement deterioration from standing water and freeze-thaw cycles. By creating a more durable, resilient corridor that better manages traffic loads

and weather impacts, the University Avenue project will allow Dubuque to defer costly interventions and stretch limited infrastructure dollars further into the future.

Party Responsible for Maintenance & How New/Improved Assets Will Be Maintained – University Avenue is owned and maintained by the City, with responsibility shared among its Engineering, Public Works, and Transportation divisions. Once constructed, the corridor will be incorporated into the City’s established asset management and maintenance programs, which include routine inspections, preventative maintenance, and long-term capital planning. By replacing aging infrastructure with a modern design, the project will reduce reactive maintenance needs and ensure that University Avenue can be efficiently maintained in a safe, reliable condition over its service life.

Restores/Modernizes Existing Core Infrastructure Assets that Have Met their Useful Life – The University Avenue project will reconstruct both the roadway and underlying stormwater systems rather than continuing short-term repairs. Much of the existing pavement, curbing, and intersection infrastructure along the corridor has experienced years of wear from traffic volumes, utility cuts, and weather-related deterioration, resulting in recurring maintenance needs and reduced performance. The project will replace these aging roadway elements with new pavement structures, curbs, and intersection designs built to current standards, restoring structural integrity, improving safety, and extending the service life of this critical east-west corridor.



Figure 6. Reconstruction of the corridor will invest in existing infrastructure.

Prioritizes Improvement of Condition & Safety of Existing Transportation Infrastructure – The proposed project prioritizes improving the condition and safety of University Avenue, a critical east-west corridor in Dubuque that has reached the end of its useful life and carries a high cost of failure. University Avenue functions as a key alternative to U.S. 20 and serves major destinations including universities, neighborhoods, transit routes, and local businesses; failure of this corridor would create significant safety risks, mobility disruptions, and economic impacts. The project will address these challenges through full roadway reconstruction, modern intersection designs, and upgraded stormwater infrastructure that collectively reduce crash risk, prevent flooding-related damage, and improve operational resilience. Roundabouts, improved alignment, and multimodal facilities will correct documented safety issues. By proactively rehabilitating and modernizing University Avenue, the project will reduce the likelihood of costly failures, extend infrastructure life, and ensure the continuity of this essential transportation asset.

Reduces Construction & Maintenance Burdens through Efficient & Well-Integrated Design – Design features like roundabouts, improved drainage, and durable pavement will lower ongoing maintenance needs by lowering equipment and signal upkeep and minimizing weather-related damage. With less VMT on the corridor, there will be reduced wear and tear on road surfaces, lowering both the frequency and cost of repairs. Encouraging a shift in travel modes – from vehicles to walking, biking, and public transit – will also delay the need for corridor expansion. Furthermore, reduced traffic and congestion will lead to fewer road closures due to accidents and maintenance work.

Addresses Current/Projected Transportation System Vulnerabilities – The project will address transportation system vulnerabilities by proactively modernizing a corridor that experiences safety challenges, congestion, aging infrastructure, and increasing multimodal demand. Existing

intersection geometry, limited turning capacity, and inconsistent pedestrian and bike facilities contribute to crash risk and operational inefficiencies. By redesigning intersections, improving lane continuity, and adding dedicated facilities for pedestrians and cyclists, the project will reduce exposure to high-severity crashes and address vulnerabilities related to safety, access, and user conflict as travel demand continues to grow.

The project will also mitigate future vulnerabilities to climate impacts, system reliability, and network resilience. Upgraded stormwater infrastructure and improved drainage will reduce the risk of flooding, pavement failure, and corridor closures during increasingly intense storm events. By improving travel time reliability and maintaining University Avenue as a dependable east-west alternative to U.S. 20, the project will strengthen network redundancy and reduce the risk of cascading failures during incidents, extreme weather, or emergency response situations. Together, these improvements will ensure that the corridor is better prepared to withstand future stresses while continuing to safely and reliably serve Dubuque's transportation system.

VII. PARTNERSHIP & COLLABORATION

Collaborates with Public & Private Entities – The University Avenue project has been developed through extensive collaboration with both public and private entities to ensure the Complete Street improvements reflect community needs. The City has engaged closely with nearby colleges to coordinate roadway design with campus access, student safety, and long-term growth plans. Neighborhood residents have been involved through public meetings, open houses, and ongoing outreach efforts that provided opportunities to review concepts, share concerns, and influence design decisions related to safety, access, and connectivity. Dubuque has also worked with local businesses and property owners to understand delivery needs, access requirements, and construction considerations. This coordination has helped shape design elements such as roundabouts and multimodal facilities that support business operations. Finally, Dubuque will coordinate with Iowa DOT and IDNR for necessary permits and approvals.

Support from Local, Regional & National Levels – Complete Street improvements on the corridor are supported at the local level through strong City leadership and broad stakeholder engagement. The University Avenue overlap section has been identified as a long-standing priority in Dubuque's transportation planning, capital improvement programming, and safety initiatives. Local support includes backing from neighborhood residents, businesses, and nearby colleges.

Regionally, the project is supported through planning efforts led by the East Central Intergovernmental Association, the metropolitan planning organization. University Avenue is identified as a critical east-west corridor in regional transportation and safety planning documents, and the proposed improvements are prioritized in the *East Central Iowa Transportation Safety Plan*. Nationally, Dubuque's congressional delegation is a major project champion.

Engages Residents & Community-Based Organizations – During the design phase, the City engaged residents and community-based organizations through a comprehensive, ongoing public involvement process designed to ensure those who live and work along the corridor are meaningfully involved throughout the project lifecycle. The City has conducted multiple public meetings and open houses at key project milestones, providing opportunities for residents, students, businesses, and institutions to review concepts, ask questions, and provide input on safety, access, and design alternatives. Engagement tools have included a project web site, in-person meetings, and direct outreach to neighborhood groups.

The City will form a project advisory committee made up of residents, college partners, and business stakeholders. This group will meet regularly to guide the project through the construction

phase. By maintaining transparent, two-way communication from planning through construction, Dubuque will ensure that community voices meaningfully shape project outcomes.

Coordinates with Other Types of Projects – The project team is closely coordinated with economic development, campus expansion, and residential reinvestment occurring along the corridor. University Avenue serves as a primary access route to the University of Dubuque, with proximity to Clarke University and Loras College, and the project has been developed with awareness of ongoing and planned campus facility investments, student housing needs, and enrollment growth. By improving safety, multimodal access, and streetscape quality, the project will support higher-density residential development, student housing, and neighborhood reinvestment while strengthening connections between campuses, nearby neighborhoods, and commercial areas.

The project will be coordinated with utility and infrastructure partners during construction. BUILD investment will enhance underground utilities and existing infrastructure managed by Alliant Energy (electric and gas) and telecommunications providers. The corridor benefits from Dubuque’s existing municipal and private fiber network, which supports broadband access. Coordinating utility work within the roadway project will minimize future disruptions, avoid repeated excavation, and ensure long-term reliability of power, water, and broadband systems.

Partners with High-Quality Workforce Development Programs – The City will partner with local and regional workforce development programs to help train, place, and retain workers in good-paying construction and infrastructure careers. Dubuque will coordinate with Iowa Workforce Development, Northeast Iowa Community College (NICC), and local trade organizations to connect residents to jobs created by the project. NICC’s construction, electrical, civil construction, and heavy equipment programs align directly with the skills needed for roadway, stormwater, and utility work, providing a strong local pipeline of trained workers.

In addition, the project will support participation in registered apprenticeship programs through partnerships with local and regional labor unions and contractors. These programs combine paid, on-the-job training with classroom instruction, helping workers earn family-sustaining wages while developing transferable skills. By coordinating hiring needs with workforce and apprenticeship programs, the project will help ensure that local residents – especially young adults, displaced workers, and underrepresented populations – have access to long-term career pathways.

VIII. INNOVATION

Deploys Technologies, Project Delivery & Financing Methods New/Innovative to Community – The University Avenue project will deploy new and innovative technologies that build on Dubuque’s growing smart transportation ecosystem, including LiDAR-based pedestrian and bike detection, dynamic driver notification, V2N/V2X-ready integration, and near-miss analytics and performance monitoring.

A key element is integration with East Central Intergovernmental Association’s Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) program, which optimizes traffic signal operations on connected routes. Although University Avenue will feature roundabouts that limit signal reliance, the project will strengthen links to nearby signalized corridors, improving travel time reliability and reducing congestion.

The City has already invested in multipath fiber communications, conduit, advanced traffic systems, and camera deployments along this corridor and on adjacent ITS corridors. However, the existing intersections create delay, stop-and-go conditions, and increased carbon emissions that interrupt optimized system flow. This project closes that operational gap by combining roundabout reconstruction with smart safety technologies integrated into the City’s existing fiber backbone.

Additionally, Dubuque will utilize technologies supported by a DOT SMART grant for in-dash information delivery to connected vehicles, offering real-time routing and safety updates.

Finally, funding strategies that combine local funding with federal transportation programs will allow the community to deliver a complex, multimodal project more efficiently.

Innovative Technologies

Deploys Innovative & Emerging Transportation Technologies – Innovative technologies will be adopted with BUILD resources, including:

- **LiDAR-based Pedestrian & Bicycle Detection**: Detection at each roundabout for continuous 3D crosswalk monitoring and near-miss analytics.
- **Dynamic Driver Notification (BlueBand or Equivalent)**: Activated only when pedestrians are present.
- **V2N/V2X-Ready Integration**: To broadcast pedestrian alerts and support future connected vehicle integration.
- **Near-Miss Analytics & Performance Monitoring**: To measure yield compliance, speed reduction, pedestrian exposure, and operational efficiency, providing measurable before-and-after safety and emissions outcomes.

Enhances the Environment for Connected or Automated Vehicles – While the project does not install connected and automated vehicle (CAV) equipment, the proposed improvements will create conditions that support automated vehicle detection systems. Roundabouts, standardized intersection geometry, and crosswalk enhancements will improve automated vehicle ability to anticipate stops, detect pedestrians, and mitigate rear-end collision risks. Curbing and landscaped medians will create a more defined roadway edge and clearer lane structure, improving the ability of automated vehicle sensors to interpret roadway boundaries. This modernized infrastructure will provide clearer lane guidance, more consistent operating speeds, and fewer unexpected conflicts – key factors for CAV performance in urban environments.

Innovative Project Delivery

Uses Practices that Facilitate Accelerated Project Delivery – The University Avenue project will employ proven practices to accelerate project delivery. Dubuque will leverage advanced digital construction management tools, including 3D modeling, electronic plan sets, and digital scheduling and inspection platforms, to improve coordination, reduce errors, and accelerate decision-making during construction. Digital as-builts can further support efficient close-out and long-term asset management.

The City will benefit from streamlined environmental review and permitting processes coordinated with the Iowa DOT. This coordination will reduce approval timelines while ensuring that regulatory requirements are met, minimizing delays and accelerating delivery of safety, mobility, and resilience benefits to the community.

Innovative Financing

TIFIA Financing – Dubuque will engage with DOT's Build America Bureau to explore opportunities to expand the project with additional transportation financing.

PROJECT READINESS

I. PLANNING & CONSTRUCTABILITY

TIP/STIP – Upon BUILD grant award, the East Central Intergovernmental Association’s *TIP* and Iowa DOT’s *STIP* will be amended to include the University Avenue improvements. Dubuque has already begun this coordination, demonstrating that the project will be fully integrated into the metropolitan and statewide planning framework.

Consistency with Other Plans – The [*East Central Iowa Transportation Safety Plan*](#), funded by a DOT Safe Street and Roads for All grant, identifies segments of University Avenue (including the project area) as high-crash, high-injury. The plan recommends roundabouts, enhanced crosswalks, geometric improvements, and pedestrian/bike facilities as safety countermeasures to reduce transportation conflicts.

The proposed improvements align closely with the *East Central Iowa Transportation Safety Plan* by advancing a Safe System Approach to reduce fatalities and serious injuries through evidence-based roadway design. The project targets a priority corridor identified in regional crash analyses and applies proven countermeasures that directly address the plan’s key emphasis areas of intersections, local roads, speed management, and vulnerable road users.

The Complete Street project directly advances the goals of Dubuque’s 2017 [*Imagine Dubuque 2037 Comprehensive Plan*](#), which emphasizes creating a livable community through improved transportation and mobility. The plan specifically calls for applying Complete Streets principles throughout the community. By incorporating roundabouts, enhanced pedestrian crossings, bike facilities, and improved intersection geometry, the University Avenue project will fulfill these directives. Transportation improvements strengthen multimodal connectivity along a major commercial corridor, support walkable and mixed-use development patterns, and enhance sidewalk connectivity and safety consistent with adopted land use and community vibrancy goals.

The project is also consistent with the region’s [*Long Range Transportation Plan 2045*](#), which emphasizes improving east-west connectivity. University Avenue functions as a critical alternative to U.S. 20, and the planned operational and geometric improvements respond to long-identified capacity and safety needs. By combining traffic efficiency improvements with Complete Streets design, the project will balance mobility, safety, and community character while expanding access to jobs, education, retail, and services. As such, the project represents a direct implementation of the City’s long-range transportation and comprehensive planning framework.

Property Acquisition/ROW – The project will require the City to acquire some property along University Avenue before construction. The project will also involve securing temporary and permanent easements. Dubuque has already begun consulting with the impacted landowners. Acquisition activities are scheduled for 2027-2029, following NEPA clearance.

Construction Techniques & Phasing – The project will not involve any unique construction techniques or non-standard project delivery methods.

II. PROPOSED SCHEDULE

Dubuque has been conducting preliminary design on the University Avenue Complete Street concept since January 2022. The City has conducted extensive public engagement to identify a preferred alternative. All preliminary design activities are planned to be completed on or before December 31, 2026, prior to the execution of a BUILD contract.

Key project dates include:

- [Anticipated Finalization of BUILD Grant Agreement](#): June 2027
- [Project listed in TIP and STIP](#): July 2027

- Start & End of Preliminary Design: January 2022 to September 2026
- Start & End of the NEPA Process: January 2026 to December 2026
- Start & End of Final Design: July 2027 to December 2028
- Start & End of Obtaining Permits/Approvals: January 2028 to December 2028
- Start & End of ROW Acquisition: February 2027 to March 2029
- Start & End of Construction: July 2029 to June 2031

See project development schedule below:

PROJECT DEVELOPMENT SCHEDULE	CY 2026				CY 2027				CY 2028				CY 2029				CY 2030				CY 2031				CY 2032			
	FY26		FY27		FY28		FY29		FY30		FY31		FY32		FY33													
	Quarter																											
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Preliminary Design																												
• PE Completed																												
Environmental / Historic Review																												
• Receive NEPA & Section 106 Approval																												
Grant Award Admin																												
• Funding Agreement																												
Final Design & Engineering																												
• Complete Set of Final Plans																												
Acquisition																												
• Property Acquisition																												
• Easements																												
Permitting																												
• Permits from Iowa DNR, Railroad																												
Procurement - Bidding																												
• Iowa DOT Bids Project																												
• Contracts Finalized																												
Construction																												
• Complete Streets - Roundabouts (4)																												
Project Closeout																												

Project Development Phases to be Funded with BUILD – BUILD funding will be used to support final design, ROW acquisition, and construction. NEPA clearance will be secured before an agreement is signed with DOT.

III. NEPA & PERMITTING

NEPA Class of Action – As the project footprint requires the relocation of several residents, an Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI) is expected for the proposed scope of work.

NEPA Status & Milestones – No significant environmental impacts are anticipated. Dubuque has initiated pre-NEPA activities with Iowa DOT. There are no expected challenges to completing the NEPA process. An EA with a FONSI is expected by March 2027.

NEPA Documentation – The City is currently conducting pre-NEPA activities with Iowa DOT. Formal NEPA documentation will be prepared in 2026-2027.

Re-Evaluation & Post-Approval Changes – The City will coordinate with Iowa DOT and relevant permitting agencies to adjust the proposed scope of work in response to any reevaluations or post-approval changes resulting from NEPA review. This will ensure timely and coordinated implementation of the project.

Permits & Approvals – Dubuque will secure the following permits for the proposed improvements:

- FHWA authorization
- NPDES General Permit No. 2
- Project Development Certification

No additional state or local approvals are required to reconstruct University Avenue.

Coordination with Iowa DOT – Dubuque is working closely with Iowa DOT on pre-NEPA

activities and will soon initiate the formal NEPA process with the agency for the University Avenue project. Recent coordination with the agency resulted in an expectation of an EA with a FONSI.

IV. PROJECT SUPPORT

Public & Agency Involvement Process – The University Avenue project has been developed through extensive collaboration with both public and private entities to ensure the Complete Street improvements reflect community needs. During the design phase, the City engaged residents and community-based organizations through a comprehensive, ongoing public involvement process designed to ensure those who live and work along the corridor are meaningfully involved throughout the project lifecycle. The City has conducted one public meeting, one impacted property owners open house, and 10 stakeholder meetings/workshops, with at least two more open houses planned in 2026, providing opportunities for residents, students, businesses, and institutions to review concepts, ask questions, and provide input on safety, access, and design alternatives. Engagement tools have included in-person and online meetings, virtual presentations, a project web site, surveys, and direct outreach to stakeholders.

Key public engagement audiences have included:

- **Residents**: Neighborhood residents have been involved through public meetings and ongoing outreach efforts that provided opportunities to review concepts, share concerns, and influence design decisions related to safety, access, and connectivity. Property owners with direct impacts from this project have had additional outreach and meetings with the project team.
- **Businesses**: Dubuque has worked with local businesses to understand delivery needs, access requirements, and construction considerations. This coordination has helped shape design elements such as roundabouts and multimodal facilities that support business operations.
- **Area Colleges**: The City has engaged closely with nearby colleges to coordinate roadway design with campus access, student safety, and long-term growth plans.
- **Places of Worship**: Dubuque has collaborated with churches to coordinate roadway design, ensure community safety, and address long-term plans. Modifications were made based on feedback from a church with a daycare to keep it safely open.

Complete Street improvements on the corridor are supported at the local level through strong City leadership and broad stakeholder engagement. The University Avenue overlap section has been identified as a long-standing priority in Dubuque's transportation planning, capital improvement programming, and safety initiatives. Local support includes backing from neighborhood residents, businesses, and nearby colleges.

Regionally, the project is supported by the East Central Intergovernmental Association, the metropolitan planning organization. University Avenue is identified as a critical east-west corridor in regional transportation and safety planning documents, and the proposed improvements are prioritized in the *East Central Iowa Transportation Safety Plan*.

Public & Agency Involvement Results – Public and agency engagement has demonstrated broad support for the proposed University Avenue improvements. Residents, students, businesses, transit users, and community organizations champion redesigning the corridor to improve safety, enhance pedestrian and bicycle access, and strengthen connections to the nearby campuses. Elected officials at the local and regional levels have endorsed the project as a priority investment aligned with adopted plans, and partner agencies – including the East Central Intergovernmental Association and Iowa DOT – have provided ongoing coordination and technical input. Feedback received during outreach was incorporated into the project's safety treatments and multimodal design features. No organized opposition to the proposed improvements has been identified, and

stakeholder input has strengthened the project's design and implementation approach.

Letters of Support – The project has garnered strong backing from local elected officials, prominent employers, and businesses located in Dubuque. See attached letters of support.

V. RISKS & MITIGATION

Complete Street construction on University Avenue poses no risk to cultural or environmental resources. No additional environmental studies are necessary to complete the project. The project is consistent with local/regional plans to maintain transportation facilities in a state of good repair. No additional state and local approvals are necessary, and a local match is already committed.

Potential mitigation strategies might include:

- NEPA & Historic Delays – Public engagement related to the project has already been conducted. Dubuque is already working cooperatively with Iowa DOT to secure an EA with a FONSI for the project, expected in early 2027. The State Historic Preservation Office will soon be contacted to initiate Section 106 compliance. These pre-award activities will position the project to move into construction quickly.
- Cost Overruns – Contingency costs have been built into the budget to account for potential increased costs.

VI. Applicant Capacity Review

Roles & Responsibilities – Dubuque has demonstrated its ability to hire professional firms and contractors, acquire property, and advance infrastructure projects in compliance with federal and state laws. The City employs five professional engineers experienced with managing large-scale federal-aid transportation projects. Key City staff who will be involved in administering the project are: City Engineer Gus Psihoyos, Assistant City Engineer Bob Schiesl, Land Surveyor Nate Kieffer, Civil Engineer Nate Steffen, and Traffic Engineer Dave Ness.

Iowa DOT will administer the BUILD grant on behalf of Dubuque. The City has worked cooperatively with the state transportation agency on numerous federal transportation grants over the years. Dubuque has previously been awarded TIGER, BUILD, and RAISE funding. The proposed East-West corridor capacity improvements are currently in the final phases of preliminary design and NEPA review. Over the past 10 years the City has successfully managed over \$100 million of federal-aid transportation projects, including all aspects of scoping, preliminary design, final design, right-of-way acquisition, construction administration, and inspection. All work has been implemented on-time and on-budget.

Federal Funding – The sponsor of this project is the City of Dubuque. The City has demonstrated its ability to hire professional firms and contractors, acquire property, and otherwise advance projects in compliance with federal and state laws through various projects included on current and past TIPs and STIPs. Dubuque's current engineering staff has successfully managed tens of millions of dollars' worth of federal-aid transportation projects, including right-of-way acquisition, railroad negotiation, and all aspects of planning and delivery (scoping, preliminary design, detailed design, construction, inspection). The City has an exemplary record of managing federal grants, having received numerous DOT, EPA, HUD, and other federal grants over the years. Key to this effort is the development of a detailed work plan with clear milestones and responsibilities. Performance measures will be established to track progress.

Federal Regulations – Dubuque has previously implemented BUILD and other federal-aid projects on time and on budget, in accordance with federal requirements including, but not limited to, compliance with Title VI, Civil Rights requirements, Buy America provisions, the Americans with Disabilities Act, the Davis Bacon Act, and the Uniform Relocation Assistance and Real

Property Acquisition Act.

Project Planning – The City demonstrated its ability to add the federally-funded projects to the TIP and STIP, including:

- 2020 BUILD Grant – Northwest Arterial/John Deere Road Corridor for Freight Mobility; STBG-SWAP-2100 (702)--SG-31, HDP-C031 (110)--3C-31
- 2022 RAISE Planning Grant – Building Bridges to Elevate Employment; EDP-2100 (705)--7Y-31
- 2024 RAISE Capital Grant – Building Bridges to Elevate Employment; EDP-2100 (000)--7Y-31

Complete Street improvements funded with BUILD resources will be added to the TIP and STIP following grant award.

Project Delivery – Dubuque’s Engineering Department is responsible for planning, designing, and constructing the City’s roadway and bridge improvement projects, including all federal-aid transportation projects. This team has successfully designed and constructed tens of millions of dollars’ worth of transportation projects, delivering transformative results. The Engineering Department has carried this project forward through preliminary design and coordination with Iowa DOT. On behalf of Dubuque, they are prepared to advance this project through construction upon award of a BUILD implementation grant.

Dubuque’s experience with similar complex, large-scale transportation projects includes:

- Northwest Arterial – The City was awarded a \$9.2 million State of Good Repair grant to conduct a multi-year, multi-phased project that included major pavement reconstruction and rehabilitation of the arterial roadway from Highway 20 (Dodge Street) to John F. Kennedy Road. In 2022, work was completed to reconstruct the arterial’s Pennsylvania Avenue and Asbury Road intersections, as well as milling, repaving, and adding a 4-foot shoulder to the southbound arterial lanes. In 2023, the remaining segments of the northbound lanes from the Catfish Creek Bridge (north of Highway 20) to John F. Kennedy Road were reconstructed. The project was substantially completed in August 2023 before the start of the new school year.
- Southwest Arterial – The City, in partnership with the Iowa DOT, recently completed the \$165 million Southwest Arterial (U.S. 52), which is a 6.1-mile, four-lane, divided freeway with priority-one access control and provides an alternative route for traffic through southwestern Dubuque. The City was the lead agency responsible for project development, including preliminary engineering, NEPA clearance, final engineering, permitting, property acquisition, utility relocations, and preparing construction plans for 26 separate bid packages. The City secured \$35.5 million in federal funding, which was used to leverage a \$115 million investment by the Iowa DOT to assist with funding the project completion. After years of planning and construction, the Southwest Arterial opened to traffic in August 2020.

VII. FINANCIAL COMPETITIVENESS REVIEW

The proposed budget is based on a professional engineer’s estimate developed in February 2026, prepared according to industry standards. The budget is based on planning at the 50% level.

A \$4.1 million match (not required for a rural community) will be provided to support BUILD funding. A letter of commitment is attached pledging local match dollars for the project.

As demonstrated in the attached Project Budget section, all funding sources are identified. The budget includes a contingency category to account for potential increased costs. A 3% inflation rate has been applied to the midpoint of construction, which is set for 2030. Any cost overruns beyond the proposed budget will be absorbed by the City and supported by bond financing.



**Benefit-Cost Analysis Technical
Memorandum**
BUILD Discretionary Grant Program

University Avenue Corridor Complete Street: East-West Connectivity Project

City of Dubuque

February 24th, 2026

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1 Executive Summary

Located in the City of Dubuque, University Avenue primarily serves commercial development with some residential properties located west of Asbury Road and east of Loras Boulevard. Users include commuters, college students, and visitors, with the University of Dubuque located in the southeast corner of the intersection of University Avenue and Loras Boulevard. This corridor serves as an overlap East-West connection with multiple arterial/collector roadways combining in this area. During peak hours, heavy vehicular traffic along with frequent turning movements at signalized and unsignalized intersections has created significant delays and safety concerns, particularly due to the lack of dedicated turning lanes and poor alignment. These delays also result in excessive vehicle operating costs and increased criteria air contaminant (CAC) pollution from idling, as well as heightened potential for rear-end conflicts. In addition to the impacts on vehicular travel, the corridor experiences heavy pedestrian and cyclist use. A lack of clearly marked crosswalks and no dedicated bike lanes makes the corridor dangerous for pedestrians crossing at intersections as well as cyclists traveling with vehicle traffic.

In order to alleviate these issues for vehicular and active transportation users, the City of Dubuque is planning to reconstruct the University Avenue corridor by adding roundabout conversions at intersections, dedicated turn lanes, roadway realignments, and cross-section modifications. These changes will reduce travel times, relieve congestion, and reduce the risk of crashes. Beyond roadway improvements, the Project will also implement several improvements in support of enhanced mobility and multi-modal access for users, including wider sidewalks, rectangular rapid flashing beacons at crossings, and dedicated bike lanes. The proposed concept is illustrated in **Figure 1**.

Figure 1: East-West Connectivity Project

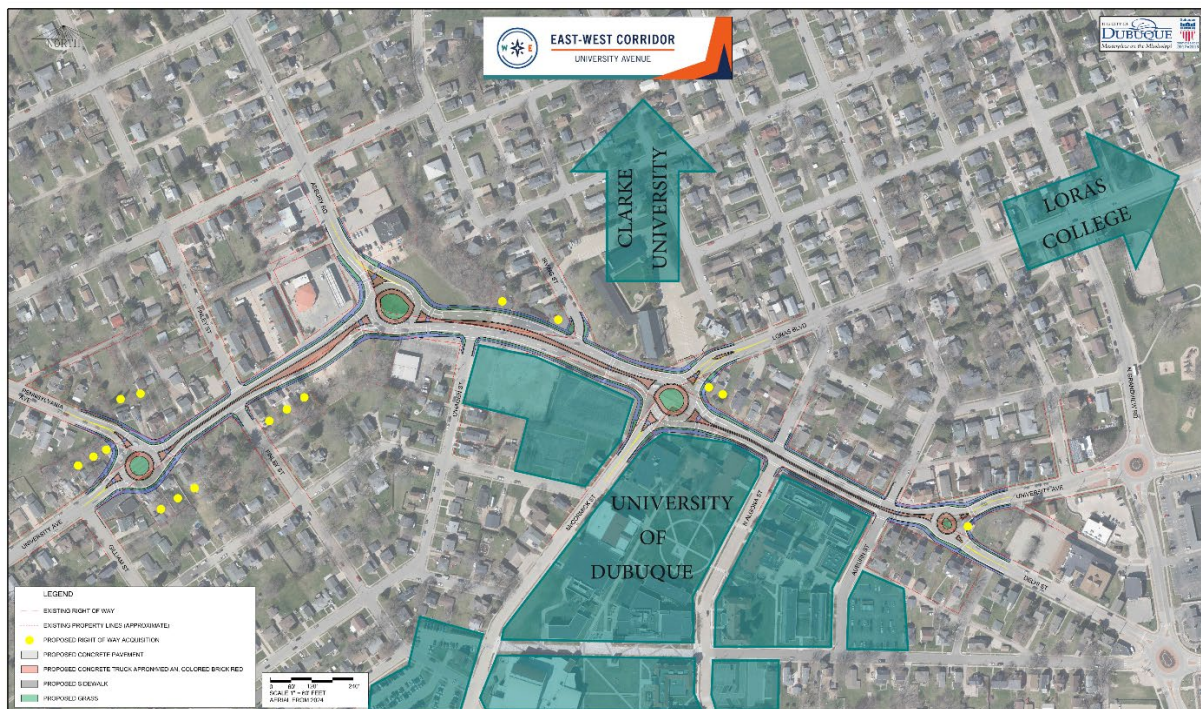


Table ES-1 summarizes the impacts and associated monetary benefits expected from the project. **Section 8** summarizes the results for the entire project as well as for its individual components.

Table ES-1: Summary of Infrastructure Improvements and Associated Benefits

Current Status (Base Scenario) & Problems to be Addressed	Changes to Baseline (Alternative Scenario)	Types of Impact	Population Affected by Impacts	Benefits	Summary of Results (2024\$, Discounted)
Growing traffic on University Avenue in the City of Dubuque has caused excess congestion, resulting in prolonged travel times for all roadway users. This has resulted in excess travel time and vehicle operating costs for motorists, increased vehicular emissions, and safety concerns resulting from poor traffic management at intersections. Additionally, active transportation users do not have safe methods of travel along the corridor.	The Project will convert existing intersections to roundabouts along the corridor which will improve traffic flow, reducing delays, widen sidewalks, install dedicated cycling lanes, and add signalized pedestrian crosswalks at busy intersections.	Reduced delays from roundabouts for better traffic management	Motorists, local businesses, residents	Reduced Travel Time Costs	\$4.15 M
		Reduced fuel and motor oil consumption from shorter delays at intersections along University Avenue during peak hours	Motorists, local businesses, residents	Vehicle Operating Cost Savings	\$0.20 M
		Reduced fuel and motor oil consumption from shorter delays at intersections along University Avenue during off-peak hours			Qualitative
		Reduced emissions from shorter delays at University Avenue intersections during peak hours	Local residents and residents across the country	Avoided Emissions	\$0.01 M
		Reduced emissions from shorter delays at University Avenue intersections during off-peak hours			Qualitative
		Reduced accident costs at intersections, improving safety on University Avenue	Motorists	Avoided Accident Costs	\$6.44 M
		Reduced active transportation involved crashes with bike lanes and signalized crosswalks	Cyclists, Pedestrians	Avoided Active Transportation Accident Costs	\$0.97 M
		Active transportation benefits from expanded sidewalk width, signalized crosswalks, and bike lanes	Cyclists, Pedestrians	Active Transportation Benefits	\$0.17 M
		Residual value of infrastructure with a remaining useful life at the end of the study period	Project sponsors	Residual Value of Assets	\$0.68 M

The period of analysis used in the estimation of benefits and costs is 28 years, including 8 years of construction and planning and 20 years of operation beginning in late 2031. The total project costs amount to \$15.9 million dollars (2024\$) in capital costs as shown in **Table ES-2** and **Table ES-3**.

Table ES-2: Annual Capital Expenditure, 2024 Undiscounted Dollars

Year	Capital Expenditure
2024	\$0.4 M
2025	\$0.1 M
2026	\$0.3 M
2027	\$0.3 M
2028	\$2.4 M
2029	\$3.2 M
2030	\$7.8 M
2031	\$2.0 M
Total	\$16.6 M

Table ES-3: Capital Expenditure by Project Component, Undiscounted

Project Component	2026\$	2024\$
Previously Incurred Costs + NEPA	\$1.2 M	\$1.2 M
Construction	\$9.2 M	\$8.7 M
ROW	\$5.2 M	\$4.9 M
Engineering & Design	\$2.0 M	\$1.9 M
Total	\$17.6 M	\$16.6 M

Based on the analysis presented in the rest of this document, the project is expected to generate **\$12.6 million** in discounted benefits and **\$11.7 million** in discounted costs, using a 7 percent real discount rate. Therefore, the project is expected to generate a net present value (NPV) of **\$0.9 million** and a benefit-cost ratio (BCR) of **1.1**.

Table ES-4: Overall Results of the Benefit Cost Analysis, 2024 Dollars

Evaluation Metrics	Undiscounted	Discounted
Total Benefits	\$40.0 M	\$12.6 M
Total Costs	\$16.6 M	\$11.7 M
Net Present Value (NPV)	\$0.9 M	
Benefit-Cost Ratio (BCR)	2.4	1.1
Payback Period (years)	9.4 years	18.6 years
Internal Rate of Return (IRR)	7.1%	

Constructing the modernized East-West Corridor would reduce travel times by creating roundabouts to improve traffic flow, as well as signalized crosswalks, expanded sidewalk width, and dedicated bike lanes to improve active transportation safety and trip quality along the corridor. The table below provides a summary of the project benefits.

Table ES-5: Summary of Benefits

Impact Categories	NPV Over 20 Years of Operations	
	Undiscounted	Discounted
Benefits		
Travel Time Savings	\$12.7 M	\$4.2 M
Vehicle Operating Cost Savings	\$0.6 M	\$0.2 M
Avoided CAC Emissions	\$0.0 M	\$0.0 M
Avoided Accident Costs	\$19.1 M	\$6.4 M
Avoided Active Transportation Accident Costs	\$2.8 M	\$1.0 M
Active Transportation Benefits	\$0.5 M	\$0.2 M
Residual Value of Assets	\$4.2 M	\$0.7 M
PV Benefits	\$40.0 M	\$12.6 M
Costs		
Capital Cost	\$16.6 M	\$11.7 M
NPV	\$23.4 M	\$0.9 M
BCR	2.4	1.1

The benefits listed above are derived from the analysis of an average weekday peak-AM and PM hour of traffic. As such, the results are conservative because there are no impacts quantified for 22 hours of the day, or on weekends. Substantial delays also occur during off-peak hours, meaning that the Project would generate additional travel time savings, reduced emissions and multi-modal crashes that are not captured quantitatively in the benefit-cost analysis.

In addition to the quantified benefits highlighted in **Table ES-5**, the project would result in many benefits that are difficult to quantify and are thus described qualitatively.

- ***Improved Travel Time Reliability***

The replacement of signalized and unsignalized intersections with roundabouts would greatly improve traffic fluidity and alleviate uncertainty regarding traffic delays and wait times, thereby improving travel time reliability for all roadway users.

- ***Improved Connectivity***

Reduction in delays and wait times will improve access to nearby businesses, schools, residences and other public facilities.

- ***Off-Peak Travel Time Savings***

The reconstruction of the East-West Corridor will reduce delays during off-peak hours. Traffic microsimulations were only available for peak hours. Only a minority of traffic is captured in the peak hours.

- ***Off-Peak Vehicle Operating Cost Savings***

Reduced delays during off-peak hours will reduce the amount of fuel consumed while vehicles are idling. Given the uncertainty around the avoided off-peak delays, the fuel savings were not possible to monetize.

- **Off-Peak Emissions Cost Savings**

Reduced delays during off-peak hours will reduce the number of emissions released while vehicles are idling. Given the uncertainty around the avoided off-peak delays, the emissions savings were not possible to monetize.

- **Improved Mobility and Supply Chain Resiliency**

Improved connectivity to the East-West corridor through reduced travel delays will promote economic growth and development in the area.

- **Reduced Level of Traffic Stress for Users**

Improved traffic fluidity and safety in this corridor will reduce the level of traffic stress experienced by motorists and active transportation users. Improved multimodal facilities mitigate potential future collision risks and allow all users to navigate the corridor more safely and efficiently.

2 Introduction

This document provides detailed technical information on the economic analyses conducted in support of the BUILD Grant Application for the University Avenue Corridor Complete Street: East-West Connectivity Project.

Section 2 – Introduction: Outlines the BCA document layout and structure to assist U.S. DOT reviewers.

Section 3 - Methodological Framework: Introduces the conceptual framework used in the benefit-cost analysis (BCA).

Section 4 - Project Overview: Provides an overview of the project, including a brief description of existing conditions and proposed alternatives; a summary of cost estimates and schedule; and a description of the types of effects that the East-West Connectivity Project is expected to generate.

Section 5 - General Assumptions: Discusses the general assumptions used in the estimation of project costs and benefits.

Section 6 – Demand Projections: Outlines estimates of travel demand and traffic volumes;.

Section 7 – Benefits Measurement, Data and Assumptions: Details the specific data elements and assumptions used to address the goals of the project and to comply with program requirements.

Section 8 – Summary of Findings and Benefit-Cost Outcomes: Estimates the project's net present value (NPV), its benefit-cost ratio (BCR), and other project evaluation metrics.

Section 9 – Benefit Cost Sensitivity Analysis: Provides the outcomes of the sensitivity analysis that evaluates the impact that variations in key variables have on the overall project.

3 Methodological Framework

The BCA conducted for this Project includes monetized benefits and costs measured using U.S. Department of Transportation (U.S. DOT) guidance, *Benefit-Cost Analysis Guidance for Discretionary Grant Programs*, as well as the quantitative and qualitative merits of the Project. A BCA provides estimates of the benefits that are expected to accrue over a specified period and compares them to the anticipated costs. Costs include both the resources required to develop the Project and the costs of maintaining the

new or improved asset over time. Estimated benefits are based on the projected impacts of the Project on both users and non-users of the facility, valued in monetary terms.¹

While a BCA is just one of many tools that can be used in making decisions about infrastructure investments, U.S. DOT believes that it provides a useful benchmark from which to evaluate and compare potential transportation investments.

The specific methodology employed for this application was developed using the BCA guidance developed by U.S. DOT and is consistent with the BUILD program guidelines. In particular, the methodology involves:

- Establishing existing and future conditions under the Base Case (No Build) and Alternative Case (Build) scenarios;
- Assessing benefits with respect to each of the merit criteria identified in the Notice of Funding Opportunity (NOFO);
- Measuring benefits in dollar terms, whenever possible, and expressing benefits and costs in a common unit of measurement;
- Using U.S. DOT guidance for the valuation of safety benefits and reductions in air emissions, while relying on industry best practice for the valuation of other effects;
- Discounting future benefits and costs with the real discount rate recommended by the U.S. DOT (7 percent); and
- Conducting a sensitivity analysis to assess the impacts of changes in key assumptions.

4 Project Overview

Dubuque is Iowa's oldest city, located on the banks of the Mississippi River. The Dubuque economy has shifted from manufacturing to tourism, retail, healthcare, education, and financial service sectors over the past 100 years, and now serves as the employment center for the tri-state region of Iowa, Illinois, and Wisconsin. The University Avenue corridor in Dubuque primarily serves commercial development with some residential properties located west of Asbury Road and east of Loras Boulevard, and is located in close proximity to the University of Dubuque, Clarke University, and Loras College. University Avenue runs parallel to U.S. 20, a major federal highway that carries through-traffic across Dubuque. As the community has grown, more drivers are diverting to secondary roads like University Avenue. Future traffic projections indicate that U.S. 20 alone will not provide sufficient capacity for east-west travel in the community. Capacity along alternate east-west corridors like University Avenue needs to be improved to provide connectivity between western growth areas and downtown.

University Avenue itself experiences heavy vehicular traffic already, with high traffic volume contributing to congestion, infrastructure wear and tear, increased air pollution, and safety hazards. A major contributor to these issues is heavy through-traffic mixing with frequent turning movements, creating bottlenecks at signalized and unsignalized intersections. Left turning vehicles must often wait in the same lane as through-traffic, causing queues to spill back and disrupt progression. Right turning vehicles can create similar friction where vehicles decelerate to turn without a separate lane, causing delays. These conditions not only lengthen travel times and make access less predictable for drivers but also heighten the potential for rear end conflicts. Several intersections along University Avenue present safety concerns due to their geometry and alignment. In particular, the intersection with McCormick Street and Loras Boulevard is poorly aligned, creating an offset condition that confuses drivers and complicates turning movements through reduced

¹ U.S. DOT, *Benefit-Cost Analysis Guidance for Discretionary Grant Programs*, December 2025.

sight clarity and unexpected vehicle paths. These hazardous conditions are only amplified during periods of high traffic volume when gaps in traffic are harder to judge.

University Avenue is prioritized in the East Central Iowa Transportation Safety Plan² for reducing crashes, with intersections on Asbury Road and McCormick Street being rated as high crash, high injury intersections according to the 2025 Potential for Crash Reduction screening data. Crashes at these intersections are above the statewide crash rate for similar facilities, and are rated in the top 3.5% and 1.8% highest statewide, respectively.

In addition to safety concerns for drivers, pedestrians and cyclists also suffer from an unsafe environment. The roadway experiences regular pedestrian crossings throughout the day as students travel between campus buildings, housing, and nearby services. The heavy flow of vehicles and limited opportunities for safe crossings can create uncomfortable and risky situations, especially during peak travel periods. Additionally, there are no bike lanes along University Avenue in the project area, which creates unsafe conditions for cyclists.

The East-West Connectivity Project will improve the current conditions in the area by:

- **Converting** University Avenue intersections with Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi Street into roundabouts and realigning Loras Boulevard and McCormick Street to create a four-legged intersection to improve traffic flow, reduce congestion, and enhance travel time reliability.
- **Improving** safety through installing roundabouts and improving intersection alignments.
- **Enhancing** crosswalks with rapid rectangular flashing beacons near Pennsylvania Avenue, Asbury Road, Loras Boulevard, and Delhi Street roundabouts to improve pedestrian safety.
- **Installing** wider continuous sidewalks and dedicated bike lanes along University Avenue to improve active transportation trip quality and safety.
- **Reducing** motorists' carbon footprint and vehicle operating costs from idling.

4.1 Base Case and Alternative Case

4.1.1 Base Case

The Base Case for the East-West Connectivity Project is defined as the No Build scenario. In the Base Case, the University Avenue corridor is not reconstructed. The rapidly increasing traffic in the area results in excessive vehicle queueing during peak and off-peak hours, causing significant delays for all roadway users. Pedestrians and cyclists will continue to experience unsafe conditions, and crashes will continue to increase.

4.1.2 Alternative Case

The Alternative Case is defined as the Build Scenario. In the Build case, the existing intersections on the corridor are replaced with roundabouts. Additionally, enhanced crosswalks are added at each of the

² East Central Iowa Transportation Safety Plan, prepared by East Central Intergovernmental Association & Iowa State University Institute for Transportation, 2025; [East Central Iowa Transportation Safety Plan Adopted.pdf](#)

roundabouts, continuous wider sidewalks are installed along the corridor, and a dedicated bike lane is created. As a result, traffic lights would be eliminated, increasing traffic fluidity and greatly reducing delay for all roadway users. Pedestrian and cyclist crashes would be reduced, and both pedestrian and cyclist trip quality would be improved. Overall, the Project is expected to yield significant societal benefits to all users.

4.2 Project Costs & Components

Table 6 summarizes the total project cost including previously incurred costs.

Table 6: Total Project Cost Components, Undiscounted

Cost	2026\$	2024\$
Preliminary Engineering + NEPA³	\$1,190,175	\$1,153,873
Construction	\$9,203,125	\$7,809,564
ROW	\$5,201,000	\$4,599,448
Engineering & Design	\$2,030,000	\$1,743,954
Total Project Cost⁴	\$17,624,300	\$15,306,840

4.3 Merit Criteria

The main benefit categories associated with the project are mapped into the merit criteria set forth by U.S. DOT in the table below.

Table 7: Expected Effects on Merit Criteria Outcomes and Benefit Categories

Merit Criteria	Benefit Category	Description	Monetized	Qualitative
Safety	Improved Safety from Interchange Improvements	Improved safety from intersection improvements during Peak Hours.	Yes	-
		Improved safety from intersection improvements during Off-Peak Hours.	-	Yes
	Improved Active Transportation Safety	Improved safety from crosswalk and bike lane improvements.	Yes	-
Environmental Sustainability	Reduced Air Emissions - CAC	Avoided criteria air contaminants (CAC) emissions costs from reduced vehicle idling at the interchange during Peak Hours.	Yes	-
		Avoided criteria air contaminants (CAC) emissions costs from reduced vehicle idling at the interchange during Off-Peak Hours.	-	Yes
Quality of Life	Improved Connectivity	Improved access to nearby businesses, schools, residences and other public facilities.	-	Yes
	Reduced Traffic Stress	Improved traffic fluidity and safety will reduce the level of traffic stress experienced by motorists and active transportation users.	-	Yes

³ Spent prior to grant award.

⁴ Costs shown exclude escalation.

Merit Criteria	Benefit Category	Description	Monetized	Qualitative
Mobility and Community Connectivity	Improved Travel Time Reliability	Reduced delays at traffic lights and excess vehicle queuing at intersections will improve travel time reliability as there will be a significantly lower chance for drivers to be delayed thus reducing the unpredictability of trips in the area. This also allows both short and long-haul trucks to experience improved delivery timeliness.	-	Yes
		Reduced delays from conversion to roundabouts at intersections along University Avenue during peak hours.	Yes	-
Economic Competitiveness and Opportunity	Travel Time Savings	Reduced delays from conversion to roundabouts at intersections along University Avenue during off-peak hours.	-	Yes
		Reduced vehicle operating costs (fuel, motor oil) as a result of a reduction in vehicle idling at the intersections during Peak Hours.	Yes	-
	Reduced Vehicle Operating Costs	Reduced vehicle operating costs (fuel, motor oil) as a result of a reduction in vehicle idling at intersections during Off-Peak Hours.	-	Yes
		Improved connectivity to the corridor through reduced travel delays will promote economic growth and development in the area.	-	Yes
	Improved Mobility & Supply Chain Resiliency	Improved connectivity to the corridor through reduced travel delays will promote economic growth and development in the area.	-	Yes
State of Good Repair	Residual Value of Capital Assets	Residual value of capital assets.	Yes	-

5 General Assumptions

The BCA measures benefits against costs throughout a period of analysis, beginning at the start of construction and including 20 full years of operations. The monetized benefits and costs are estimated in 2024 dollars, with future dollars discounted in compliance with U.S. DOT BUILD requirements.

The methodology makes several important assumptions and seeks to avoid overestimation of benefits and underestimation of costs. Specifically:

- Input prices are expressed in 2024 dollars;
- The period of analysis begins in 2024 and ends in 2051; it includes project development and construction years (2024–2031) and 20 full years of operations (2031–2051); and
- A constant 7 percent real discount rate is assumed throughout the period of analysis.

6 Demand Projections

Accurate demand projections are important to effectively estimate the benefits in a BCA. Demand projections for this project were estimated based on traffic demand models in combination with recent annual average daily traffic (AADT) provided by the City, and population growth forecasts for the State of Iowa, published by Woods & Poole Economics for the State Data Center of Iowa.⁵

6.1 Methodology

Traffic and delays were estimated using the Synchro Traffic Demand model. Base year values were obtained for 2022, with forecast values for 2030 and 2050 in the Build and No-Build cases for each intersection along the corridor. HDR interpolated the growth rate for the years in between to generate benefits at an annual level. AADT and delay data was available for one peak AM and peak PM hour per day. These values were annualized, assuming 260 weekdays per year. As such, the benefits related to traffic and delays are conservative.

6.2 Demand Projections

The resulting projections for annual average daily traffic (AADT) volumes along the University Avenue corridor as well as expected hours of vehicle delay (Base Case) are presented in the table below.

Table 8: Demand Projections

Case		First Year of Benefits (2031)	2040	2050
No Build	Peak Hour AADT	8,342,065	8,675,743	9,041,500
	Total Hours of Daily Peak Delay	103.4	123.9	152.8
Build	Peak Hour AADT	8,569,567	8,896,802	9,275,500
	Total Hours of Daily Peak Delay	38.8	43.3	49.2

**Peak Hour AADT and delay metrics each include one peak AM and one peak PM hour.*

⁵ [State Data Center of Iowa:Census Demographics-Population,Housing,Economy,Government Statistics-Projections](#)



7 Benefits Measurement, Data and Assumptions

This section describes the measurement approach used for each benefit or impact category identified in **Table ES-5** and provides an overview of the associated methodology, assumptions, and estimates. The assumptions in **Table 9** were used in the estimation of all benefits.

Table 9: General Assumptions used in the Benefit-Cost Analysis

Variable Name	Unit	Value	Source
Discount Rate	%	7%	U.S. DOT Benefit-Cost Analysis Guidance for Discretionary Grant Programs. November 2024.
Annualization Factor	days	260	Weekdays per year
Construction Start Year	year	2024	Project Schedule
Construction End Year	year	2031	Project Schedule
First Full Year of Benefits	year	2032	Project Schedule
Truck Share of Traffic	%	2%	Weighted average of current truck volumes on University Avenue
Automobile Share of Traffic	%	98%	Calculated from percentage of trucks

7.1 Safety Outcomes

Crash costs and impacts on life, limb, and property are a significant component of road user costs. Road safety is a key economic factor in the planning of roads, as well as an important indicator of transportation efficiency, while outside the economic context, highway safety is often the subject of public concern.

The Project would help improve safety outcomes by removing friction from turning vehicles by creating more dedicated turning lanes. Furthermore, the one-way travel pattern associated with the roundabout reduces the likelihood of T-bone and head-on collisions. The Project will also implement several improvements in support of improved safety for multi-modal users, including wider sidewalk and bike lane facilities, rectangular rapid flashing beacons at crossings, and improved lighting.

7.1.1 Methodology

The average number of vehicular crashes by injury type were estimated for all years from 2022 to 2050 for Fatal & Injury and Property Damage Only in the Build and No Build cases. Fatal & Injury crashes were distributed into KABCU crash types by assuming a constant percentage of crash types based on the previous 5 years of crash data obtained from the Iowa Crash Analysis Tool⁶ for years 2021-2026.

No Build active transportation crashes were estimated using 5 years of historical data for only pedestrian and cyclist involved crashes from the Iowa Crash Analysis tool for years 2021-2026. These crashes by type were then distributed by severity based on the percentage of crash types over the 5 previous years. The crash rates were inflated annually by the average annual Dubuque County population growth rate from 2000-2025 from the Iowa Data Center⁷.

The Build case for active transportation crashes was estimated based on the project improvements being installed for each transportation type. For pedestrians, new signalized crosswalks are being installed, and as such a Crash Modification Factor of 31% for Rectangular Rapid Flashing Beacons was used. For cyclists,

⁶ [Iowa Crash Analysis Tool \(ICAT\)](#)

⁷ <https://www.iowadatacenter.org/browse/projections.html>

a new dedicated bike lane is being built, so a CMF of 73.4% for Bicycle Lane Additions while Reducing Lane and Shoulder Widths was used.

As can be seen in **Table 10 and Table 11**, research finds similar crash reduction values for the implementation of Rectangular Rapid Flashing Beacons and Bicycle Lane Additions, respectively.

Table 10: Comparison of Pedestrian Crash Modification Factors

Variable Name	Value	CMF ID	Crash Types
Install rectangular rapid flashing beacon*	0.31	CMF Clearinghouse. ID 11158	All
Install rectangular rapid flashing beacon	0.3	CMF Clearinghouse. ID 11168	Fatal & Injury
Install rectangular rapid flashing beacon	0.27	CMF Clearinghouse. ID 11169	Injury

*Factor used in this analysis.

Table 11: Comparison of Cyclist Crash Modification Factors

Variable Name	Value	CMF ID	Crash Types
Install bicycle lanes*	0.734	CMF Clearinghouse. ID 10741	All
Install bicycle lanes	0.694	CMF Clearinghouse. ID 10742	All
Install bicycle lanes	0.649	CMF Clearinghouse. ID 10743	All

*Factor used in this analysis.

The predicted crashes were monetized by crash type using the values recommended by the United States Department of Transportation's December 2025 Benefit-Cost Analysis Guidance for Discretionary Grant Programs release.

7.1.2 Assumptions

The program is expected to generate substantial benefits for the Safety merit criteria, with the specific benefits described below. The safety benefits are monetized using the assumptions presented in **Table 12**.

Table 12: Assumptions used to Monetize Safety Benefits

Variable Name	Unit	Value	Source
Cost of Fatalities	2024\$/fatality	\$13,700,000	U.S. DOT Benefit-Cost Analysis Guidance for Discretionary Grant Programs
Cost of Serious Injuries	2024\$/injury	\$1,302,300	
Cost of Minor Injuries	2024\$/injury	\$256,300	
Cost of Possible Injuries	2024\$/injury	\$122,400	
Cost of Unknown Injuries	2024\$/injury	\$238,500	
Cost of Property Damage	2024\$/crash	\$5,500	

7.1.3 Benefit Estimates

The table below highlights the benefits generated by the Project, which are the sum of avoided vehicle, pedestrian, and cycling accidents. The estimated present value of discounted benefits over a 20-year period is \$6.4 million.

Table 13: Estimates of Safety Benefits

Values in 2024\$	Over the Study Period	
	Undiscounted	Discounted
Avoided Accident Costs	\$19,137,517	\$6,439,210
Total	\$19,137,517	\$6,439,210

7.2 Environmental Sustainability Outcomes

Environmental costs are increasingly considered an important component in the evaluation of transportation projects. The primary environmental impact of vehicle use is exhaust emissions, which impose wide-ranging social costs on people, material, and vegetation. The negative effects of pollution depend not only on the quantity of pollution produced, but also on the types of pollutants emitted as well as the local environmental conditions into which the pollution is released. The Project is expected to reduce emissions on the corridor by decreasing idling due to decreased vehicle delay times.

7.2.1 Reduced Air Emissions

The change in vehicle delay time at the University Avenue corridor is used to estimate the total fuel consumption while idling by vehicle type. The total estimated vehicle delay times are multiplied by the appropriate emission factors for tons of for NO_x, PM2.5, and SO_x per hour of vehicle idling.⁸ Each pollutant is then multiplied by its monetary value to get the total emission cost impact due to vehicle delay time. The BCA quantifies environmental sustainability outcomes by estimating and monetizing the net reduction in emissions due to reduced vehicle delay time on the University Avenue corridor, where the assumptions used to monetize the reduction in emissions are summarized in **Table 14** through **Table 16**.

Table 14: Assumptions used in the Estimation of Environmental Benefits – Emission Values

Year	Emissions Value (\$/metric ton)			Source
	NO _x	PM2.5	SO _x	
2025	\$21,600	\$1,054,000	\$59,000	Office of the Secretary. Benefit-Cost Analysis Guidance for Discretionary Grant Programs, Table A-6. U.S. Department of Transportation. December 2025. Obtained from: https://www.transportation.gov/mission/office-secretary/office-policy/transportation-policy/benefit-cost-analysis-guidance
2026	\$22,000	\$1,070,700	\$60,100	
2027	\$22,500	\$1,087,800	\$61,100	
2028	\$22,900	\$1,105,100	\$62,200	
2029	\$23,300	\$1,122,600	\$63,400	
2030	\$23,800	\$1,140,500	\$64,500	
2031	\$23,800	\$1,140,500	\$64,500	
2032	\$23,800	\$1,140,500	\$64,500	
2033	\$23,800	\$1,140,500	\$64,500	
2034	\$23,800	\$1,140,500	\$64,500	
2035	\$23,800	\$1,140,500	\$64,500	
2036	\$23,800	\$1,140,500	\$64,500	
2037	\$23,800	\$1,140,500	\$64,500	
2038	\$23,800	\$1,140,500	\$64,500	
2039	\$23,800	\$1,140,500	\$64,500	
2040	\$23,800	\$1,140,500	\$64,500	
2041	\$23,800	\$1,140,500	\$64,500	
2042	\$23,800	\$1,140,500	\$64,500	
2043	\$23,800	\$1,140,500	\$64,500	
2044	\$23,800	\$1,140,500	\$64,500	
2045	\$23,800	\$1,140,500	\$64,500	
2046	\$23,800	\$1,140,500	\$64,500	
2047	\$23,800	\$1,140,500	\$64,500	
2048	\$23,800	\$1,140,500	\$64,500	
2049	\$23,800	\$1,140,500	\$64,500	

⁸ A vehicle speed of 5 mph was used to estimate idling emissions rates using the EPA's MOVES tool.

Year	Emissions Value (\$/metric ton)			Source
	NO _x	PM2.5	SO _x	
2050	\$23,800	\$1,140,500	\$64,500	
2051	\$23,800	\$1,140,500	\$64,500	

Table 15: Assumptions used in the Estimation Environmental Sustainability Benefits – Autos

Emissions per Gallon of Fuel Burned - Passenger Vehicles (grams/veh-hour)				
Year	NO _x	PM2.5	SO _x	Source/Comment
2025	0.7044	0.0255	0.0319	Based on MOVES average annual emission factors for passenger vehicles in Dubuque County in Iowa. Assuming idling vehicles have emissions similar to vehicles traveling 5 mph. Moves model run in February 2026.
2026	0.6332	0.0247	0.0311	
2027	0.5692	0.0239	0.0304	
2028	0.5116	0.0231	0.0297	
2029	0.4599	0.0224	0.0290	
2030	0.4134	0.0216	0.0283	
2031	0.3578	0.0203	0.0272	
2032	0.3097	0.0191	0.0262	
2033	0.2680	0.0180	0.0252	
2034	0.2320	0.0169	0.0242	
2035	0.2007	0.0159	0.0233	
2036	0.1737	0.0149	0.0224	
2037	0.1504	0.0140	0.0216	
2038	0.1301	0.0132	0.0208	
2039	0.1126	0.0124	0.0200	
2040	0.0975	0.0117	0.0192	
2041	0.0852	0.0102	0.0187	
2042	0.0744	0.0088	0.0182	
2043	0.0650	0.0077	0.0177	
2044	0.0568	0.0067	0.0172	
2045	0.0496	0.0058	0.0167	
2046	0.0433	0.0051	0.0162	
2047	0.0378	0.0044	0.0158	
2048	0.0331	0.0039	0.0153	
2049	0.0289	0.0034	0.0149	
2050	0.0252	0.0029	0.0145	
2051	0.0248	0.0027	0.0144	

Table 16: Assumptions used in the Estimation Environmental Sustainability Benefits – Trucks

Emissions per Gallon of Fuel Burned - Trucks (grams/veh-hour)				
Year	NO _x	PM2.5	SO _x	Source/Comment
2025	63.82	0.82	0.048	Based on MOVES average annual emission factors for passenger vehicles in Dubuque County in Iowa. Assuming idling vehicles have emissions similar to vehicles traveling 5 mph.
2026	59.63	0.69	0.047	
2027	55.71	0.59	0.046	
2028	52.06	0.50	0.046	
2029	48.64	0.42	0.045	
2030	45.45	0.36	0.044	

Emissions per Gallon of Fuel Burned - Trucks (grams/veh-hour)				
Year	NO _x	PM _{2.5}	SO _x	Source/Comment
2031	43.17	0.32	0.043	Moves model run in February 2026.
2032	41.00	0.28	0.043	
2033	38.95	0.25	0.043	
2034	36.99	0.22	0.042	
2035	35.14	0.19	0.042	
2036	33.38	0.17	0.042	
2037	31.70	0.15	0.041	
2038	30.11	0.13	0.041	
2039	28.60	0.12	0.041	
2040	27.17	0.10	0.041	
2041	26.58	0.09	0.040	
2042	26.00	0.09	0.040	
2043	25.44	0.08	0.040	
2044	24.88	0.07	0.040	
2045	24.34	0.07	0.040	
2046	23.82	0.06	0.040	
2047	23.30	0.06	0.040	
2048	22.79	0.05	0.040	
2049	22.30	0.05	0.040	
2050	21.81	0.04	0.039	
2051	21.66	0.04	0.039	

7.2.2 Benefit Estimates

The table below shows the benefit estimates of reducing vehicle delay times and associated emissions. The estimated present value of discounted benefits over a 20-year period is just over \$5 thousand.

Table 17: Estimates of Environmental Sustainability Benefits

Values in \$2024	Over the Study Period	
	Undiscounted	Discounted
Reduced Air Emissions - CAC	\$13,272	\$5,048
Total	\$13,272	\$5,048

7.3 Economic Competitiveness and Opportunity

This project is expected to improve the economic competitiveness of the region through reducing vehicle idling time at the existing interchange and thereby reducing vehicle operating costs and improving travel time reliability.

7.3.1 Travel Time Savings

Travel time savings will be generated for motorists (automobiles and trucks) on the University Avenue corridor. Reduced wait times and vehicle queues from the conversion of intersections to roundabouts will

lead to decreased vehicle travel time costs which are monetized using DOT guidance for value of time of automobile drivers and passengers, as well as heavy vehicle truck drivers. Out-of-pocket vehicle operating cost savings will accrue from decreased vehicle wait times and idle fuel consumption.

Traffic delay times at the interchange for both the Build and No Build scenarios were also extracted from the University Avenue Corridor Traffic study, which were calculated using the latest version of the Highway Capacity Manual (HCM) and Synchro 10 analysis software.

Value of time by vehicle type, as well as occupancy assumptions for both automobiles and trucks are available in the Benefit-Cost Analysis Guidance for Discretionary Grant Applications published by U.S. DOT. The estimate for travel time savings is the product of hours of delay, vehicle occupancy, and respective value of time.

The assumptions used in the estimation of travel time savings benefits are summarized in the table below.

Table 18: Assumptions used in the Estimation of Travel Time Savings

Variable Name	Unit	Value	Source
Auto Occupancy	persons/vehicle	1.34	U.S. DOT, BCA Guidance December 2025; 2022 National Household Travel Survey.
Truck Occupancy	persons/vehicle	1	Assumption for commercial trucks.
Value of Time for Automobile Driver and Passenger	2024\$/hour	\$21.80	U.S. DOT, BCA Guidance December 2025; Revised Departmental Guidance on Valuation of Travel Time in Economic Analysis (2016).
Value of Time for Truck Driver	2024\$/hour	\$37.20	

7.3.2 Reduced Vehicle Operating Costs

In addition to travel time impacts, out-of-pocket cost savings were monetized based on the change in delay time and associated fuel and motor oil consumed while idling.

The reduction in vehicle idling time on the University Avenue corridor will translate into lower vehicle operating costs from reduced fuel and motor oil consumption in the Build scenario. The change in vehicle delay time (by vehicle type and by year) is multiplied by the associated vehicle fuel consumption rate to obtain annual estimates of fuel consumption from idling. This multiplied by the cost per gallon of fuel provides an estimate of the change in fuel costs. The same methodology is applied to estimate the change in motor oil consumption and costs. The sum of the fuel and motor oil costs produces an estimate for the overall vehicle operating cost impacts due to vehicle delay time on the corridor.

The assumptions used in the estimation of reduced vehicle operating costs are summarized in the tables below.

Table 19: Assumptions used in the Estimation of Vehicle Operating Cost Savings

Variable Name	Unit	Value	Source
Gasoline Burned at Idle - Autos	gallons/hour	0.36	U.S. DOE: Alternative Fuels Data Center and Argonne National Laboratory, "Idle Reduction Savings Worksheet" (2018) - Average of gasoline passenger vehicles.
Diesel Fuel Burned at Idle - Trucks	gallons/hour	0.49	U.S. DOE: Alternative Fuels Data Center and Argonne National Laboratory, "Idle Reduction Savings Worksheet" (2018) - Combination Trucks.
Motor Oil Consumption at Idle - Autos	quarts/hour	0.0345	Based on U.S. DOT: HERS-ST Highway Economic Requirements System (2002) oil consumption of 1.38qt/1000 miles and assuming that "One hour of idle time is equal to approximately 25 miles of driving" (Ford Motor Company, 2011)
Motor Oil Consumption at Idle - Trucks	quarts/hour	0.0345	

Variable Name	Unit	Value	Source
Cost of Motor Oil - Autos	2024\$/quart	\$12.56	Average Oil Price Sourced from HERS Model (BLS CUUR0000SS47021). Inflated to 2024\$ using GDP deflator.
Cost of Motor Oil - Trucks	2024\$/quart	\$5.02	

Table 20: Assumptions used in the Estimation of Vehicle Operating Cost Savings – Fuel Costs

	Unit	Year	Gasoline	Diesel	Source
Fuel Costs	\$/gallon	2024	\$3.45	\$3.75	Based on forecast of transportation fuel costs less Federal and States taxes. Data obtained from US EPA's Annual Energy Outlook 2025 Release.
		2025	\$3.26	\$3.52	
		2026	\$3.06	\$3.43	
		2027	\$3.00	\$3.43	
		2028	\$2.97	\$3.46	
		2029	\$2.93	\$3.50	
		2030	\$2.93	\$3.54	
		2031	\$2.93	\$3.55	
		2032	\$2.91	\$3.53	
		2033	\$2.90	\$3.58	
		2034	\$2.90	\$3.60	
		2035	\$2.88	\$3.64	
		2036	\$2.88	\$3.66	
		2037	\$2.86	\$3.68	
		2038	\$2.82	\$3.70	
		2039	\$2.81	\$3.72	
		2040	\$2.80	\$3.75	
		2041	\$2.74	\$3.77	
		2042	\$2.71	\$3.79	
		2043	\$2.71	\$3.84	
		2044	\$2.59	\$3.87	
		2045	\$2.60	\$3.88	
		2046	\$2.55	\$3.91	
		2047	\$2.58	\$4.00	
		2048	\$2.59	\$4.01	
		2049	\$2.60	\$4.00	
		2050	\$2.62	\$4.01	
		2051	\$2.62	\$4.01	

7.3.3 Benefit Estimates

The table below highlights the economic competitiveness benefits as a result of replacing the signalized intersections with roundabouts, reducing wait times and costs associated with vehicle idling. The estimated present value of discounted benefits over a 20-year period is \$4.4 million.

Table 21: Estimates of Economic Competitiveness Benefits

Values in \$2024	Over the Study Period	
	Undiscounted	Discounted
Travel Time Savings	\$12,712,203	\$4,153,077
Reduced Vehicle Operating Costs	\$614,904	\$203,186
Total	\$13,327,107	\$4,356,263



7.4 State of Good Repair Outcomes

7.4.1 Change in O&M Costs

It is assumed that any incremental O&M costs of new Project components will be offset by the improved condition of existing roadways that will no longer require maintenance after being replaced. Therefore, no net O&M costs are factored into the BCA.

7.4.2 Residual Value of Capital Assets

The residual value is included to quantify the benefits associated with new infrastructure with a useful life beyond the study period.

The proposed project would contribute to the state of good repair by converting existing intersections to roundabouts, improving existing crosswalks, and adding a dedicated bike lane. Due to the 20-year time period considered for this analysis, no project assets are expected to hold residual value at the end of the analysis period except for Right of Way Costs, which are assumed to hold 100% of their value in perpetuity.

The assumptions used in the estimation of the residual value of capital assets are summarized in Table 22.

Table 22: Assumptions used in the Estimation of the Residual Value of Capital Assets

Variable Name	Unit	Value	Source
Useful Life of Roadway Improvements	years	20	Per Transportation for America which indicates roadway improvements have an expected lifespan of 20 years, even if individual components of the project may have a 30-year lifespan.
Depreciable Project Costs	2024\$	\$11,719,449	Cost data provided by the MSA Professional Services.
Right of Way Acquisition	2024\$	\$4,209,379	Cost data provided by the MSA Professional Services.

7.4.3 Benefit Estimates

The table below shows the estimated State of Good Repair benefits generated by the Project. The estimated present value of discounted benefits over a 20-year period is \$0.7 million.

Table 23: Estimates of State of Good Repair Benefits

Values in 2024\$	Over the Study Period	
	Undiscounted	Discounted
Residual Value	\$4,209,379	\$677,417
Total	\$4,209,379	\$677,417

8 Summary of Findings and Benefit-Cost Outcomes

The tables below summarize the BCA findings. Annual costs and benefits are computed over the lifecycle of the project (28 years). As stated earlier, construction is expected to be completed by early 2031 with 2032 being the first full year of benefits. Benefits will accrue for approximately two thirds of 2031, with full benefits accruing in 2032-2050, and one third of the year of benefits accruing in 2051 for a full 20-year benefits period.

Table 24: Overall Results of the Benefit Cost Analysis, 2024 Dollars

Evaluation Metrics	Undiscounted	Discounted
Total Benefits	\$40.0 M	\$12.6 M
Total Costs	\$16.6 M	\$11.7 M
Net Present Value (NPV)	\$0.9 M	
Benefit-Cost Ratio (BCR)	2.4	1.1
Payback Period (years)	9.4 years	18.6 years
Internal Rate of Return (IRR)	7.1%	

Considering all monetized benefits and costs, the estimated internal rate of return of the project is 7.1 percent. With a 7 percent real discount rate on all other impacts, the \$11.7 million investment would result in \$12.6 million in total benefits for a Net Present Value of \$0.9 million and a Benefit/Cost ratio of 1.1.

The project yields substantial societal benefits. It is important to recognize that the full benefits of the Project are far greater than those quantified, given that the traffic simulation model only captures one hour of peak AM and one hour of peak PM weekday traffic, which only account for a small share of total daily traffic. As such, these results are deemed to be highly conservative.

Table 25: Summary of Project Benefits

Impact Categories	NPV Over 20 Years of Operations	
	Undiscounted	Discounted
Benefits		
Travel Time Savings	\$12.7 M	\$4.2 M
Vehicle Operating Cost Savings	\$0.6 M	\$0.2 M
Avoided CAC Emissions	\$0.0 M	\$0.0 M
Avoided Accident Costs	\$19.1 M	\$6.4 M
Avoided Active Transportation Accident Costs	\$2.8 M	\$1.0 M
Active Transportation Benefits	\$0.5 M	\$0.2 M
Residual Value of Assets	\$4.2 M	\$0.7 M
PV Benefits	\$40.0 M	\$12.6 M
Costs		
Capital Cost	\$16.6 M	\$11.7 M
NPV	\$23.4 M	\$0.9 M
BCR	2.4	1.1

9 Benefit Cost Sensitivity Analysis

9.1 Variation in Key Inputs and Assumptions

The BCA outcomes presented in the previous sections rely on a large number of assumptions and long-term projections; both of which are subject to considerable uncertainty.

The primary purpose of the sensitivity analysis is to help identify the variables and model parameters whose variations have the greatest impact on the BCA outcomes: the “critical variables.”

The sensitivity analysis can also be used to:

- Evaluate the impact of changes in individual critical variables – how much the final results would vary with reasonable departures from the “preferred” or most likely value for the variable; and
- Assess the robustness of the BCA and evaluate whether the conclusions reached under the “preferred” set of input values are significantly altered by reasonable departures from those values.

The outcomes of the sensitivity analysis for the East-West Connectivity Project are summarized in the table below. The table provides the percentage changes in project NPV associated with variations in variables or parameters, as indicated in the column headers.

Table 26: Quantitative Assessment of Sensitivity, Summary (Discounted)

Original NPV (Discounted at 7%)	Original BCR	Parameters	Change in Parameters	New NPV (Discounted at 7%)	Change in NPV	New BCR
\$0.9 M	1.1	Change in Capital Costs	Increase capital costs by 15%	-\$0.8	-186.0%	0.9
			Decrease capital costs by 15%	\$2.7	+186.0%	1.3
		Change in Annualization Factor	365 Days	\$2.8	+193.7%	1.2
		Reduced Vehicle Delay	Decrease Vehicle Delay by 25%	-\$0.1	-115.8%	1.0
		Increased Vehicle Delay	Increase No-Build Vehicle Delay by 25%	\$2.0	+115.8%	1.2
		CO2 Emissions Included	Yes	\$1.1	+14.3%	1.1
		Higher Share of Truck Traffic	Increase truck traffic to 10%	\$1.0	+11.3%	1.1

The sensitivity analysis was found to be most sensitive to changes to the annualization factor, with an increase of the annualization factor to 365 days resulting in a 193.7% gain to the NPV. This is closely followed by the capital costs, which result in an 186% change in NPV from a 15% increase or decrease in costs. The benefit-cost analysis results are extremely conservative, given that the project only considers the impacts of two peak hours of weekday traffic. The Project will result in beneficial impacts to stakeholders and society, beyond what is able to be quantified in the BCA.

LETTERS OF SUPPORT

1. Representative Ashley Hinson (sent separately)
2. Senator Chuck Grassley (sent separately)
3. Senator Joni Ernst (sent separately)
4. Chandra Ravada, Director of Transportation, Planning, and Transit Services,
Dubuque Metropolitan Area Transportation Study
5. Amy Hawkins, Superintendent, Dubuque Community Schools
6. Michael Doyle, JD, President, Loras College
7. Nancy Van Milligen, President & CEO, Community Foundation of Greater
Dubuque
8. Chad Wolbers, CEO, Crescent Community Health Center
9. Molly Grover, President & CEO, Dubuque Area Chamber of Commerce
10. Debi Butler, Board President, Dubuque Forward
11. Jason White, President & CEO, Greater Dubuque Development Corporation



February 11, 2026

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for City of Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy,

I am writing on behalf of the Dubuque Metropolitan Area Transportation Study (DMATS), the Metropolitan Planning Organization (MPO) for the Dubuque metro area. We want to express our strong support for the "Better Utilizing Investments to Leverage Development" (BUILD) grant application submitted by the City of Dubuque to the U.S. Department of Transportation (DOT).

The City of Dubuque is seeking DOT BUILD capital funds to enhance mobility and safety along University Avenue. This corridor serves residents, college students, visitors, and local businesses, and it presents opportunities for improved multimodal connectivity.

The proposed BUILD funds will play a crucial role in Dubuque's plan to convert three intersections into roundabouts, improve accommodation for pedestrians and cyclists, and implement a series of roadway realignments, turn-lane additions, and cross-section modifications along University Avenue.

DMATS strongly supports the initiative to construct the East-West Corridor Connectivity project, which aims to enhance East-West connectivity within the community, alleviate congestion, reduce the risk of fatal and serious injury crashes, and ensure that the corridor operates safely and efficiently as traffic volumes increase.

Additionally, DMATS has identified this project as one of the top needs in the metropolitan area and listed it as a major improvement in its Long-Range Transportation Plan (LRTP), acknowledging the significant regional impact it is expected to have in the DMATS region.

We sincerely request your support for the City of Dubuque's BUILD funding application. Your thoughtful consideration of this grant application is greatly appreciated.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Chandra Ravada".

Chandra Ravada,
Director of Transportation, Planning and Transit Services
Dubuque Metropolitan Area Transportation Study



Dubuque

COMMUNITY SCHOOLS

February 12, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy,

On behalf of the Dubuque Community School District, I'd like to share our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT).

Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

The Dubuque Community School District supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue.

As a school district, student safety is paramount to our work. Improving pedestrian and vehicular safety - especially in close proximity to schools - will ensure that arrival and dismissal times are safer for students and lower the risk of dangerous accidents.

Thank you for your full, thoughtful consideration of Dubuque's application for DOT BUILD funding. We are confident that it will make our community a stronger and safer.

Sincerely,

Amy Hawkins
Superintendent of Schools



February 23, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

I write on behalf of Loras College to convey our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

Loras supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades are critical in the community because they provide necessary infrastructure to ensure our students and community can safely access the many community resources in this area. Loras takes pride in the number of our students who work, engage in clinicals, and student teach in the community. This initiative provides needed access to these important areas.

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

Michael H. Doyle J.D. ('91)
President
Loras College



UNITED FOR OUR REGION:

**OUR AFFILIATES
AND PARTNERS**

Allamakee County Community
Foundation

Clayton County Foundation for
the Future

Community Foundation of
Jackson County

Dyersville Area Community
Foundation

Foundation for Dubuque Public
Schools

Foundation for the Future of
Delaware County

Jones County Community
Foundation

LincolnWay Community
Foundation

River Bluff Community
Foundation

CONNECT WITH US

700 Locust St., Suite 195
Dubuque, IA 52001

563.588.2700
dbqfoundation.org

OUR MISSION

Empower communities and
ignite generosity

The Honorable Sean P. Duffy

Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

I write on behalf of the Community Foundation of Greater Dubuque to convey our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

The Community Foundation of Greater Dubuque supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades are critical in the community because as an organization deeply invested in the long-term vitality of the greater Dubuque region, the Community Foundation recognizes that safe, efficient, and accessible transportation infrastructure is foundational to a thriving community. The University Avenue improvements will not only reduce serious injury crashes but also strengthen connections between our neighborhoods, colleges, and local businesses — supporting the kind of vibrant, connected community that attracts and retains residents for generations to come

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

Nancy Van Milligen
President & CEO
Community Foundation of Greater Dubuque



Crescent Community
HEALTH CENTER

2/20/2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

I write on behalf of Crescent Community Health Center to convey our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

Crescent supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades are critical in the community because many of our patients rely upon either the bus line and/or travel by foot or bicycle. Anything that we can do to ensure their safety and that of our team members is of great interest and importance to Crescent Community Health Center.

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

Chad Wolbers
Chief Executive Officer
Crescent Community Health Center



February 18, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

Greetings! I am writing to you on behalf of the Dubuque Area Chamber of Commerce to express our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

The Dubuque Area Chamber supports our city's efforts to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades will enhance safety, improve traffic flow and support reliable multi-modal travel along the University Avenue corridor-benefits that are vital for Dubuque's growing community and economy.

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Molly Grover".

Molly Grover, President & CEO
Dubuque Area Chamber of Commerce



February 12, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

I write on behalf of Dubuque Forward to convey our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

Dubuque Forward supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades are critical in the community because they will improve safe and easy access to all of Dubuque. The University Avenue corridor is heavily traveled

900 Jackson St, Ste 112
Dubuque, IA 52001
dubuqueforward.com





and is a main artery for people accessing other areas of Dubuque. Improving traffic flow, bicycle flow and pedestrian movement will benefit the entire community. It will also create better access to the downtown core, an area that is experiencing renewed growth of educational, commercial and residential interest. The first medical school to be build in Iowa in over 120 years is on the downtown core. The improvements along University Avenue will simplify access for the students, faculty and administration to the rest of our community and all that it has to offer.

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

Debi Butler
Board President
Dubuque Forward



Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

February 9, 2026

The Honorable Sean P. Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Strong Support for Dubuque's East-West Corridor Connectivity Project

Dear Secretary Duffy:

I am writing on behalf of Greater Dubuque Development Corporation to convey our strong support for the City of Dubuque's "Better Utilizing Investments to Leverage Development" (BUILD) application to the U.S. Department of Transportation (DOT). Dubuque seeks BUILD capital funds to advance mobility and safety improvements along University Avenue. This corridor supports residents, college students, visitors, and local businesses, and presents opportunities for enhanced multimodal connectivity. DOT assistance will help Dubuque plan infrastructure upgrades that accommodate motorists, pedestrians, bicyclists, and users of all ages and abilities. The proposed improvements will help improve East-West connectivity in the community, relieve congestion, reduce the risk of fatal and serious injury crashes, and ensure the corridor operates safely and efficiently as traffic volumes increase.

Greater Dubuque Development supports Dubuque's effort to convert three intersections to roundabouts, improve pedestrian and bicycle accommodations, and construct a series of roadway realignments, turn lane additions, and cross-section modifications along University Avenue. These upgrades are critical in the community as they will improve safety and ensure efficient access to jobs, services, and educational opportunities that support economic growth and quality of life.

Please give the highest consideration to Dubuque's application for DOT BUILD funding. Thank you very much.

Sincerely,

A handwritten signature in black ink that reads "Jason E. White". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jason E. White
President & CEO

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE: Levi & Sullivan Storm Sewer Extension Project - Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project to Temperley Excavating Inc. of East Dubuque, Illinois in the amount of \$121,459.75.
RESOLUTION Awarding Public Improvement Contract For The Levi & Sullivan Storm Sewer Extension Project

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

ATTACHMENTS:

1. MVM Memo Levi & Sullivan Storm Sewer Extension Project Award Public Improvement Contract
2. 2026-02-20_Levi&SullivanStm-AwardMemo
3. Levi&SullivanStm - Council Award Resolution
4. Levi&Sullivan_Storm-Bid_Tabulation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

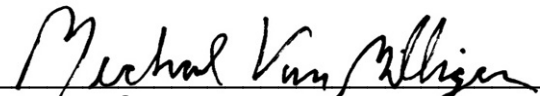
SUBJECT: Levi & Sullivan Storm Sewer Extension Project
Award Public Improvement Contract
Project No. 5586500043

DATE: February 25, 2026

City Engineer Gus Psihoyos is recommending City Council award the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project to Temperley Excavating Inc. of East Dubuque, Illinois in the amount of \$121,459.75. The bid amount is 0.87% below the engineer's estimate of \$122,523.00.

In addition, the City Council is requested to approve the necessary transfer of funds to complete this project as outlined in the upcoming Budget Amendment #2.

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, Assistant Public Works Director – Project Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: February 20, 2026

SUBJECT: Levi & Sullivan Storm Sewer Extension Project
Award Public Improvement Contract
Project No. 5586500043

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project.

BACKGROUND

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.

The project was initiated for bid by City Council on February 2, 2026. The project was publicly advertised for bid February 4, 2026. There was a Public Hearing held during the February 16, 2026 City Council hearing.

BID RESULTS

The City received sealed bids on February 19, 2026 for the Levi & Sullivan Storm Sewer Extension Project. The City received 12 bids for the project with Temperley Excavating Inc., of East Dubuque, Illinois submitting the low bid in the amount of \$121,459.75. A summary of the 12 bid proposals received is as follows:

Contractor Name	Total Bid Amount
Temperley Excavating Inc.	\$121,459.75
Gansen Excavating, Inc.	\$126,990.60

Offset Construction LLC	\$128,182.25
Eastern Iowa Excavating & Concrete, LLC	\$131,625.15
Top Grade Excavating Inc.	\$133,056.90
Connolly Construction Inc.	\$144,988.40
Valentine Construction Company LLC	\$146,508.00
MDE LLC dba McDermott Excavating	\$150,609.00
Smith Dirt Works, Inc.	\$155,972.81
Midwest Concrete, Inc.	\$159,144.50
Tschiggfrie Excavating Co.	\$169,702.00
Portzen Construction Inc.	\$189,216.00

RECOMMENDATION

I recommend awarding the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project to Temperley Excavating Inc. of East Dubuque, Illinois in the amount of \$121,459.75. The bid amount is 0.87% below the engineer's estimate of \$122,523.00.

BUDGET IMPACT

The estimate of probable cost for the Levi & Sullivan Storm Sewer Extension Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	\$ 122,523.00	\$ 121,459.75
Contingency (10%)	\$ 12,252.30	\$ 12,145.98
Engineering (10%)	\$ 12,252.30	\$ 12,145.98
Total Project Cost	<u>\$ 147,027.60</u>	<u>\$ 145,751.71</u>

The Levi & Sullivan project initiation and public hearing memos included a proposal to transfer additional funds from the Storm Sewer Replacements CIP, as the Levi & Sullivan project estimate exceeded the original budget allocation.

Staff recommend that the proposed \$45,751.71 amendment to this task order be funded through Fiscal Year Budget Amendment #2, which reallocates funds from CIP #5586500001 to CIP #5586500043 as outlined below.

Project No.	Fund Description	Current Fund Amount*	Proposed Amendment	Amendment #2 Budget Total
5586500043	Levi & Sullivan Intersection SS Ext	\$ 98,612.42	\$45,751.71	\$144,364.13
5586500001	Storm Sewer Replacements	\$128,110.02	\$(45,751.71)	\$82,358.31

*The current fund balance is based on the project report dated January 31, 2026, provided by the Finance Department. The Levi & Sullivan CIP budget reflects a reduction of \$1,387.58 due to staff engineering related time charged to the project, resulting in the budgeted amount falling below the initial \$100,000.00.

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the Levi & Sullivan Storm Sewer Extension Project to Temperley Excavating Inc. of East Dubuque, Illinois in the amount of \$121,459.75, through the adoption of the attached resolution.

In addition, the City Council is requested to approve the necessary transfer of funds to complete this project as outlined in the upcoming Budget Amendment #2.

Prepared by Alex Stein, Civil Engineer

cc: Jenny Larson, Chief Financial Officer

Laura Bendorf, Budget Manager

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

RESOLUTION NO. -26

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE LEVI & SULLIVAN
STORM SEWER EXTENSION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Levi & Sullivan Storm Sewer Extension Project, (the Project) pursuant to Resolution No. 28-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 4th day of February 2026; and

Whereas, said sealed proposals were opened and read on the 19th day of February 2026 and it has been determined that Temperley Excavating of East Dubuque, Iowa, in the bid amount of \$121,459.75, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Temperley Excavating Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

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

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:			Levi & Sullivan Storm Sewer Extension		Bid Date 19-Feb-26		Engineer's Estimate		Temperley Excavating Inc.		Gansen Excavating, Inc.		Offset Construction LLC		Eastern Iowa Excavating & Concrete, LLC		Top Grade Excavating Inc.		Connolly Construction Inc.														
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE													
Division 3010 - Trench Excavation and Backfill																																	
1	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	337	TON	\$ 22.00	\$ 7,414.00	\$ 20.00	\$ 6,740.00	\$ 25.18	\$ 8,485.66	\$ 22.25	\$ 7,498.25	\$ 23.85	\$ 8,037.45	\$ 25.00	\$ 8,425.00	\$ 22.65	\$ 7,633.05															
2	3010-108-B-0	Rock Excavation	16	CY	\$ 115.00	\$ 1,840.00	\$ 50.00	\$ 800.00	\$ 100.00	\$ 1,600.00	\$ 60.00	\$ 960.00	\$ 127.00	\$ 2,032.00	\$ 69.50	\$ 1,112.00	\$ 105.25	\$ 1,684.00															
3	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	391	TON	\$ 25.00	\$ 9,775.00	\$ 18.00	\$ 7,038.00	\$ 21.50	\$ 8,406.50	\$ 27.00	\$ 10,557.00	\$ 20.00	\$ 7,820.00	\$ 36.50	\$ 14,271.50	\$ 19.10	\$ 7,468.10															
4	3010-108-L-0	Rigid Insulation Board	80	SF	\$ 5.50	\$ 440.00	\$ 5.00	\$ 400.00	\$ 7.50	\$ 600.00	\$ 3.00	\$ 240.00	\$ 4.00	\$ 320.00	\$ 3.00	\$ 240.00	\$ 3.85	\$ 308.00															
Sub Total						\$ 19,469.00	Sub Total	\$ 14,978.00	Sub Total	\$ 19,092.16	Sub Total	\$ 19,255.25	Sub Total	\$ 18,209.45	Sub Total	\$ 24,048.50	Sub Total	\$ 17,093.15															
Division 4040 - Subdrains and Footing Drain Collectors																																	
5	4040-108-A-0	Subdrain, 6" Perforated	537	LF	\$ 8.00	\$ 4,296.00	\$ 5.00	\$ 2,685.00	\$ 4.80	\$ 2,577.60	\$ 6.00	\$ 3,222.00	\$ 4.00	\$ 2,148.00	\$ 5.30	\$ 2,846.10	\$ 9.75	\$ 5,235.75															
6	4040-108-B-0	Footing Drain Collector, 6" Non-Perforated	537	LF	\$ 8.00	\$ 4,296.00	\$ 6.00	\$ 3,222.00	\$ 5.90	\$ 3,168.30	\$ 7.50	\$ 4,027.50	\$ 4.00	\$ 2,148.00	\$ 6.70	\$ 3,597.90	\$ 10.00	\$ 5,370.00															
Sub Total						\$ 8,592.00	Sub Total	\$ 5,907.00	Sub Total	\$ 5,745.90	Sub Total	\$ 7,249.50	Sub Total	\$ 4,296.00	Sub Total	\$ 6,444.00	Sub Total	\$ 10,605.75															
Division 5010 - Pipe and Fittings																																	
7	5010-108-E-1	Water Service Stubs, Pipe, Copper, 3/4"	50	LF	\$ 70.00	\$ 3,500.00	\$ 20.00	\$ 1,000.00	\$ 28.90	\$ 1,445.00	\$ 90.00	\$ 4,500.00	\$ 67.35	\$ 3,367.50	\$ 1.00	\$ 50.00	\$ 33.50	\$ 1,675.00															
8	5010-108-I-0	Water Service Curb Stop Valve Replacement, 3/4"	5	EA	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00	\$ 247.00	\$ 1,235.00	\$ 275.00	\$ 1,375.00	\$ 155.00	\$ 775.00	\$ 1.00	\$ 5.00	\$ 340.00	\$ 1,700.00															
9	5010-108-K-0	Water Service Curb Stop Box, Extension	5	EA	\$ 225.00	\$ 1,125.00	\$ 150.00	\$ 750.00	\$ 199.75	\$ 998.75	\$ 85.00	\$ 425.00	\$ 105.00	\$ 525.00	\$ 1.00	\$ 5.00	\$ 180.00	\$ 900.00															
Sub Total						\$ 6,125.00	Sub Total	\$ 3,750.00	Sub Total	\$ 3,678.75	Sub Total	\$ 6,300.00	Sub Total	\$ 4,667.50	Sub Total	\$ 60.00	Sub Total	\$ 4,275.00															
Division 6010 - Structures for Sanitary and Storm Sewers																																	
10	6010-108-B-0	Intake Type, SW-501	9	VF	\$ 800.00	\$ 7,200.00	\$ 445.00	\$ 4,005.00	\$ 638.55	\$ 5,746.95	\$ 990.00	\$ 8,910.00	\$ 875.00	\$ 7,875.00	\$ 1,005.00	\$ 9,045.00	\$ 815.00	\$ 7,335.00															
11	6010-108-H-2	Remove Intake	1	EA	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 1,060.00	\$ 1,060.00	\$ 1,100.00	\$ 1,100.00															
Sub Total						\$ 7,700.00	Sub Total	\$ 4,105.00	Sub Total	\$ 6,246.95	Sub Total	\$ 9,410.00	Sub Total	\$ 8,325.00	Sub Total	\$ 10,105.00	Sub Total	\$ 8,435.00															
Division 7010 - Portland Cement Concrete Pavement																																	
12	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	602	LF	\$ 27.00	\$ 16,254.00	\$ 36.00	\$ 21,672.00	\$ 37.80	\$ 22,755.60	\$ 35.35	\$ 21,280.70	\$ 26.00	\$ 15,652.00	\$ 36.00	\$ 21,672.00	\$ 47.45	\$ 28,564.90															
Sub Total						\$ 16,254.00	Sub Total	\$ 21,672.00	Sub Total	\$ 22,755.60	Sub Total	\$ 21,280.70	Sub Total	\$ 15,652.00	Sub Total	\$ 21,672.00	Sub Total	\$ 28,564.90															
Division 7020 - Hot Mix Asphalt Pavement																																	
13	7020-108-A-0	HMA Pavement by Ton	86	TON	\$ 120.00	\$ 10,320.00	\$ 146.00	\$ 12,556.00	\$ 153.30	\$ 13,183.80	\$ 148.00	\$ 12,728.00	\$ 158.00	\$ 13,588.00	\$ 148.00	\$ 12,728.00	\$ 173.50	\$ 14,921.00															
Sub Total						\$ 10,320.00	Sub Total	\$ 12,556.00	Sub Total	\$ 13,183.80	Sub Total	\$ 12,728.00	Sub Total	\$ 13,588.00	Sub Total	\$ 12,728.00	Sub Total	\$ 14,921.00															
Division 7030 - Sidewalks, Shared Use Paths, and Driveways																																	
14	7030-108-A-1	Removal of Sidewalk	33	SY	\$ 9.00	\$ 297.00	\$ 5.00	\$ 165.00	\$ 10.00	\$ 330.00	\$ 8.00	\$ 264.00	\$ 22.00	\$ 726.00	\$ 12.50	\$ 412.50	\$ 18.30	\$ 603.90															
15	7030-108-A-3	Removal of Driveway	11	SY	\$ 7.00	\$ 77.00	\$ 5.00	\$ 55.00	\$ 10.00	\$ 110.00	\$ 8.00	\$ 88.00	\$ 93.00	\$ 1,023.00	\$ 20.50	\$ 225.50	\$ 67.05	\$ 737.55															
16	7030-108-B-0	Removal of Curb	602	LF	\$ 18.00	\$ 10,836.00	\$ 5.00	\$ 3,010.00	\$ 2.00	\$ 1,204.00	\$ 4.00	\$ 2,408.00	\$ 6.50	\$ 3,913.00	\$ 2.90	\$ 1,745.80	\$ 6.45	\$ 3,882.90															
17	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	31	SY	\$ 50.00	\$ 1,550.00	\$ 60.75	\$ 1,883.25	\$ 63.80	\$ 1,977.80	\$ 100.00	\$ 3,100.00	\$ 55.00	\$ 1,705.00	\$ 76.50	\$ 2,371.50	\$ 79.75	\$ 2,472.25															
18	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	3	SY	\$ 60.00	\$ 180.00	\$ 72.00	\$ 216.00	\$ 75.60	\$ 226.80	\$ 109.10	\$ 327.30	\$ 155.00	\$ 465.00	\$ 102.00	\$ 306.00	\$ 137.75	\$ 413.25															
19	7030-108-G-0	Detectable Warning	8	SF	\$ 50.00	\$ 400.00	\$ 45.00	\$ 360.00	\$ 47.25	\$ 378.00	\$ 45.50	\$ 364.00	\$ 48.50	\$ 388.00	\$ 50.50	\$ 404.00	\$ 51.00	\$ 408.00															
20	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	11	SY	\$ 60.00	\$ 660.00	\$ 70.00	\$ 770.00	\$ 73.50	\$ 808.50	\$ 101.00	\$ 1,111.00	\$ 80.00	\$ 880.00	\$ 79.50	\$ 874.50	\$ 110.00	\$ 1,210.00															
Sub Total						\$ 14,000.00	Sub Total	\$ 6,459.25	Sub Total	\$ 5,035.10	Sub Total	\$ 7,662.30	Sub Total	\$ 9,100.00	Sub Total	\$ 6,339.80	Sub Total	\$ 9,727.85															
Division 7040 - Pavement Rehabilitation																																	
21	7040-108-H-0	Pavement - Removal	273	SY	\$ 10.00	\$ 2,730.00	\$ 5.00	\$ 1,365.00	\$ 19.75	\$ 5,391.75	\$ 12.00	\$ 3,276.00	\$ 15.50	\$ 4,231.50	\$ 11.00	\$ 3,003.00	\$ 11.65	\$ 3,180.45															
Sub Total						\$ 2,730.00	Sub Total	\$ 1,365.00	Sub Total	\$ 5,391.75	Sub Total	\$ 3,276.00	Sub Total	\$ 4,231.50	Sub Total	\$ 3,003.00	Sub Total	\$ 3,180.45															
IDOT Division 2528 - Traffic Control																																	
22	IDOT 2528.04-A	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,567.50	\$ 4,567.50	\$ 3,990.00	\$ 3,990.00	\$ 4,300.00	\$ 4,300.00	\$ 4,005.00	\$ 4,005.00	\$ 5,350.00	\$ 5,350.00															
Sub Total						\$ 2,000.00	Sub Total	\$ 4,500.00	Sub Total	\$ 4,567.50	Sub Total	\$ 3,990.00	Sub Total	\$ 4,300.00	Sub Total	\$ 4,005.00	Sub Total	\$ 5,350.00															
IDOT Division 2524 - Traffic Signing																																	
23	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	2	EA	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 225.00	\$ 450.00	\$ 203.00	\$ 406.00	\$ 230.00	\$ 460.00															
Sub Total						\$ 300.00	Sub Total	\$ 200.00	Sub Total	\$ 200.00	Sub Total	\$ 400.00	Sub Total	\$ 450.00	Sub Total	\$ 406.00	Sub Total	\$ 460.00															
Division 9010 - Seeding																																	
24	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	156	SY	\$ 0.50	\$ 78.00	\$ 6.00	\$ 936.00	\$ 4.00	\$ 624.00	\$ 5.25	\$ 819.00	\$ 17.00	\$ 2,652.00	\$ 5.10	\$ 795.60	\$ 11.50	\$ 1,794.00															
Sub Total						\$ 78.00	Sub Total	\$ 936.00	Sub Total	\$ 624.00	Sub Total	\$ 819.00	Sub Total	\$ 2,652.00	Sub Total	\$ 795.60	Sub Total	\$ 1,794.00															
Division 9040 - Erosion and Sediment Control																																	
25	9040-108-D-1	Filter Socks, 12"	50	LF	\$ 4.00	\$ 200.00	\$ 5.00	\$ 250.00	\$ 10.80	\$ 540.00	\$ 5.25	\$ 262.50	\$ 9.00	\$ 450.00	\$ 5.10	\$ 255.00	\$ 5.40	\$ 270.00															
26	9040-108-D-2	Filter Socks, Removal	50	LF	\$ 0.50	\$ 25.00	\$ 5.00	\$ 250.00	\$ 0.50	\$ 25.00	\$ 1.10	\$ 55.00	\$ 1.25	\$ 62.50	\$ 1.00	\$ 50.00	\$ 2.00	\$ 100.00															
Sub Total						\$ 225.00	Sub Total	\$ 500.00	Sub Total	\$ 565.00	Sub Total	\$ 317.50	Sub Total	\$ 512.50	Sub Total	\$ 305.00	Sub Total	\$ 370.00															
Division 11,020 - Mobilization																																	
27	11020-108-A-0	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,800.00	\$ 5,800.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,485.00	\$ 7,485.00	\$ 7,650.00	\$ 7,650.00															
Sub Total						\$ 4,000.00	Sub Total	\$ 3,000.00	Sub Total	\$ 5,800.00	Sub Total	\$ 8,000.00	Sub Total	\$ 5,000.00	Sub Total	\$ 7,485.00	Sub Total	\$ 7,650.00															
Division 11,030 - Temporary Services During Construction																																	
28	11030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 450.00	\$ 450.00	\$ 175.00	\$ 175.00	\$ 303.00	\$ 303.00	\$ 785.00	\$ 785.00															
Sub Total						\$ 150.00	Sub Total	\$ 100.00	Sub Total	\$ 250.00	Sub Total	\$ 450.00	Sub Total	\$ 175.00	Sub Total	\$ 303.00	Sub Total	\$ 785.00															
Special Provisions - Non-Standard Project Items																																	
29	SP	Storm Sewer Gravity Main, Trenched, 15" PP Pipe (Polypropylene)	442	LF	\$ 55.00	\$ 24,310.00	\$ 84.00	\$ 37,128.00	\$ 65.30	\$ 28,862.60	\$ 47.00	\$ 20,774.00	\$ 78.85	\$ 34,851.70	\$ 68.00	\$ 30,056.00	\$ 57.90	\$ 25,591.80															
30	SP	Intake Type, SW-501 Special	5.7	VF	\$ 1,100.00	\$ 6,270.00	\$ 755.00	\$ 4,303.50	\$ 875.70	\$ 4,991.49	\$ 1,100.00	\$ 6,270.00	\$ 985.00	\$ 5,614.50	\$ 930.00	\$ 5,301.00	\$ 1,085.00	\$ 6,184.50															
Sub Total						\$ 30,580.00	Sub Total	\$ 41,431.50	Sub Total	\$ 33,854.09	Sub Total	\$ 27,044.00	Sub Total	\$ 40,466.20	Sub Total	\$ 35,357.00	Sub Total	\$ 31,776.30															
Total Base Bid Amount						\$ 122,523.00							\$ 128,182.25							\$ 131,625.15													
Total Bid Amount:						\$ 122,523.00							\$ 126,990.60							\$ 131,625.15													
							Total Bid	\$ 121,459.75								Total Bid	\$ 126,990.60								Total Bid	\$ 133,056.90							
							% Over / Under (-)	-0.87%								% Over / Under (-)	7.43%								% Over / Under (-)	8.60%							



City of Dubuque, Iowa

Bid Tabulation

Project Title:		Bid Date		Valentine Construction Company LLC		MDE LLC dba McDermott Excavating		Smith Dirt Works, Inc.		Midwest Concrete, Inc.		Tschiggfrie Excavating Co.		Portzen Construction Inc.	
Levi & Sullivan Storm Sewer Extension		19-Feb-26													
REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
Division 3010 - Trench Excavation and Backfill															
3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	337	TON	\$ 23.00	\$ 7,751.00	\$ 30.00	\$ 10,110.00	\$ 22.50	\$ 7,582.50	\$ 18.50	\$ 6,234.50	\$ 27.00	\$ 9,099.00	\$ 29.00	\$ 9,773.00
3010-108-B-0	Rock Excavation	16	CY	\$ 150.00	\$ 2,400.00	\$ 100.00	\$ 1,600.00	\$ 140.00	\$ 2,240.00	\$ 125.00	\$ 2,000.00	\$ 64.00	\$ 1,024.00	\$ 125.00	\$ 2,000.00
3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	391	TON	\$ 35.00	\$ 13,685.00	\$ 26.00	\$ 10,166.00	\$ 35.50	\$ 13,880.50	\$ 27.50	\$ 10,752.50	\$ 23.00	\$ 8,993.00	\$ 38.00	\$ 14,858.00
3010-108-L-0	Rigid Insulation Board	80	SF	\$ 2.00	\$ 160.00	\$ 5.00	\$ 400.00	\$ 2.07	\$ 165.60	\$ 7.50	\$ 600.00	\$ 3.20	\$ 256.00	\$ 25.00	\$ 2,000.00
Sub Total				\$ 23,996.00		\$ 22,276.00		\$ 23,868.60		\$ 19,587.00		\$ 19,372.00		\$ 28,631.00	
Division 4040 - Subdrains and Footing Drain Collectors															
4040-108-A-0	Subdrain, 6" Perforated	537	LF	\$ 8.00	\$ 4,296.00	\$ 6.50	\$ 3,490.50	\$ 8.30	\$ 4,457.10	\$ 17.00	\$ 9,129.00	\$ 18.00	\$ 9,666.00	\$ 22.00	\$ 11,814.00
4040-108-B-0	Footing Drain Collector, 6" Non-Perforated	537	LF	\$ 8.00	\$ 4,296.00	\$ 6.50	\$ 3,490.50	\$ 8.30	\$ 4,457.10	\$ 20.00	\$ 10,740.00	\$ 23.00	\$ 12,351.00	\$ 26.00	\$ 13,962.00
Sub Total				\$ 8,592.00		\$ 6,981.00		\$ 8,914.20		\$ 19,869.00		\$ 22,017.00		\$ 25,776.00	
Division 5010 - Pipe and Fittings															
5010-108-E-1	Water Service Stubs, Pipe, Copper, 3/4"	50	LF	\$ 100.00	\$ 5,000.00	\$ 80.00	\$ 4,000.00	\$ 100.00	\$ 5,000.00	\$ 93.00	\$ 4,650.00	\$ 77.00	\$ 3,850.00	\$ 70.00	\$ 3,500.00
5010-108-I-0	Water Service Curb Stop Valve Replacement, 3/4"	5	EA	\$ 350.00	\$ 1,750.00	\$ 725.00	\$ 3,625.00	\$ 300.00	\$ 1,500.00	\$ 923.00	\$ 4,615.00	\$ 990.00	\$ 4,950.00	\$ 1,400.00	\$ 7,000.00
5010-108-K-0	Water Service Curb Stop Box, Extension	5	EA	\$ 350.00	\$ 1,750.00	\$ 125.00	\$ 625.00	\$ 300.00	\$ 1,500.00	\$ 407.00	\$ 2,035.00	\$ 370.00	\$ 1,850.00	\$ 350.00	\$ 1,750.00
Sub Total				\$ 8,500.00		\$ 8,250.00		\$ 8,000.00		\$ 11,300.00		\$ 10,650.00		\$ 12,250.00	
Division 6010 - Structures for Sanitary and Storm Sewers															
6010-108-B-0	Intake Type, SW-501	9	VF	\$ 785.00	\$ 7,065.00	\$ 950.00	\$ 8,550.00	\$ 955.00	\$ 8,595.00	\$ 814.00	\$ 7,326.00	\$ 1,400.00	\$ 12,600.00	\$ 785.00	\$ 7,065.00
6010-108-H-2	Remove Intake	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 660.00	\$ 660.00	\$ 650.00	\$ 650.00
Sub Total				\$ 7,565.00		\$ 10,050.00		\$ 9,245.00		\$ 7,826.00		\$ 13,260.00		\$ 7,715.00	
Division 7010 - Portland Cement Concrete Pavement															
7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	602	LF	\$ 35.00	\$ 21,070.00	\$ 38.00	\$ 22,876.00	\$ 36.50	\$ 21,973.00	\$ 35.00	\$ 21,070.00	\$ 33.00	\$ 19,866.00	\$ 42.00	\$ 25,284.00
Sub Total				\$ 21,070.00		\$ 22,876.00		\$ 21,973.00		\$ 21,070.00		\$ 19,866.00		\$ 25,284.00	
Division 7020 - Hot Mix Asphalt Pavement															
7020-108-A-0	HMA Pavement by Ton	86	TON	\$ 150.00	\$ 12,900.00	\$ 155.00	\$ 13,330.00	\$ 150.00	\$ 12,900.00	\$ 150.00	\$ 12,900.00	\$ 150.00	\$ 12,900.00	\$ 170.00	\$ 14,620.00
Sub Total				\$ 12,900.00		\$ 13,330.00		\$ 12,900.00		\$ 12,900.00		\$ 12,900.00		\$ 14,620.00	
Division 7030 - Sidewalks, Shared Use Paths, and Driveways															
7030-108-A-1	Removal of Sidewalk	33	SY	\$ 30.00	\$ 990.00	\$ 15.00	\$ 495.00	\$ 28.00	\$ 924.00	\$ 22.00	\$ 726.00	\$ 28.00	\$ 924.00	\$ 20.00	\$ 660.00
7030-108-A-3	Removal of Driveway	11	SY	\$ 30.00	\$ 330.00	\$ 15.00	\$ 165.00	\$ 28.00	\$ 308.00	\$ 32.00	\$ 352.00	\$ 74.00	\$ 814.00	\$ 30.00	\$ 330.00
7030-108-B-0	Removal of Curb	602	LF	\$ 10.00	\$ 6,020.00	\$ 5.00	\$ 3,010.00	\$ 8.00	\$ 4,816.00	\$ 6.00	\$ 3,612.00	\$ 13.00	\$ 7,826.00	\$ 10.00	\$ 6,020.00
7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	31	SY	\$ 75.00	\$ 2,325.00	\$ 72.00	\$ 2,232.00	\$ 80.00	\$ 2,480.00	\$ 99.00	\$ 3,069.00	\$ 71.00	\$ 2,201.00	\$ 90.00	\$ 2,790.00
7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	3	SY	\$ 80.00	\$ 240.00	\$ 85.00	\$ 255.00	\$ 85.00	\$ 255.00	\$ 108.00	\$ 324.00	\$ 140.00	\$ 420.00	\$ 165.00	\$ 495.00
7030-108-G-0	Detectable Warning	8	SF	\$ 50.00	\$ 400.00	\$ 75.00	\$ 600.00	\$ 55.00	\$ 440.00	\$ 45.00	\$ 360.00	\$ 56.00	\$ 448.00	\$ 65.00	\$ 520.00
7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	11	SY	\$ 80.00	\$ 880.00	\$ 80.00	\$ 880.00	\$ 85.00	\$ 935.00	\$ 100.00	\$ 1,100.00	\$ 79.00	\$ 869.00	\$ 125.00	\$ 1,375.00
Sub Total				\$ 11,185.00		\$ 7,637.00		\$ 10,158.00		\$ 9,543.00		\$ 13,502.00		\$ 12,190.00	
Division 7040 - Pavement Rehabilitation															
7040-108-H-0	Pavement - Removal	273	SY	\$ 12.00	\$ 3,276.00	\$ 15.00	\$ 4,095.00	\$ 11.87	\$ 3,240.51	\$ 12.00	\$ 3,276.00	\$ 16.00	\$ 4,368.00	\$ 12.00	\$ 3,276.00
Sub Total				\$ 3,276.00		\$ 4,095.00		\$ 3,240.51		\$ 3,276.00		\$ 4,368.00		\$ 3,276.00	
IDOT Division 2528 - Traffic Control															
IDOT 2528.04-A	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,070.00	\$ 4,070.00	\$ 4,300.00	\$ 4,300.00	\$ 4,400.00	\$ 4,400.00
Sub Total				\$ 2,500.00		\$ 4,500.00		\$ 4,500.00		\$ 4,070.00		\$ 4,300.00		\$ 4,400.00	
IDOT Division 2524 - Traffic Signing															
IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	2	EA	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 800.00	\$ 210.00	\$ 420.00	\$ 220.00	\$ 440.00	\$ 220.00	\$ 440.00
Sub Total				\$ 600.00		\$ 500.00		\$ 800.00		\$ 420.00		\$ 440.00		\$ 440.00	
Division 9010 - Seeding															
9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	156	SY	\$ 10.00	\$ 1,560.00	\$ 29.00	\$ 4,524.00	\$ 11.50	\$ 1,794.00	\$ 5.50	\$ 858.00	\$ 6.50	\$ 1,014.00	\$ 8.00	\$ 1,248.00
Sub Total				\$ 1,560.00		\$ 4,524.00		\$ 1,794.00		\$ 858.00		\$ 1,014.00		\$ 1,248.00	
Division 9040 - Erosion and Sediment Control															
9040-108-D-1	Filter Socks, 12"	50	LF	\$ 3.00	\$ 150.00	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 5.50	\$ 275.00	\$ 4.60	\$ 230.00	\$ 15.00	\$ 750.00
9040-108-D-2	Filter Socks, Removal	50	LF	\$ 3.00	\$ 150.00	\$ 1.00	\$ 50.00	\$ 3.00	\$ 150.00	\$ 1.00	\$ 50.00	\$ 1.10	\$ 55.00	\$ 2.00	\$ 100.00
Sub Total				\$ 300.00		\$ 300.00		\$ 650.00		\$ 325.00		\$ 285.00		\$ 850.00	
Division 11,020 - Mobilization															
11020-108-A-0	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,700.00	\$ 5,700.00	\$ 13,000.00	\$ 13,000.00
Sub Total				\$ 12,000.00		\$ 12,000.00		\$ 11,000.00		\$ 12,000.00		\$ 5,700.00		\$ 13,000.00	
Division 11,030 - Temporary Services During Construction															
11030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 420.00	\$ 420.00	\$ 1,500.00	\$ 1,500.00
Sub Total				\$ 500.00		\$ 500.00		\$ 750.00		\$ 1,000.00		\$ 420.00		\$ 1,500.00	
Special Provisions - Non-Standard Project Items															
SP	Storm Sewer Gravity Main, Trenched, 15" PP Pipe (Polypropylene)	442	LF	\$ 62.00	\$ 27,404.00	\$ 60.00	\$ 26,520.00	\$ 72.00	\$ 31,824.00	\$ 68.00	\$ 30,056.00	\$ 49.00	\$ 21,658.00	\$ 68.00	\$ 30,056.00
SP	Intake Type, SW-501 Special	5.7	VF	\$ 800.00	\$ 4,560.00	\$ 1,100.00	\$ 6,270.00	\$ 1,115.00	\$ 6,355.50	\$ 885.00	\$ 5,044.50	\$ 3,500.00	\$ 19,950.00	\$ 1,400.00	\$ 7,980.00
Sub Total				\$ 31,964.00		\$ 32,790.00		\$ 38,179.50		\$ 35,100.50		\$ 41,608.00		\$ 38,036.00	
Total Base Bid Amount					\$ 146,508.00		\$ 150,609.00		\$ 155,972.81		\$ 159,144.50		\$ 169,702.00		\$ 189,216.00
Total Bid Amount:					\$ 146,508.00		\$ 150,609.00		\$ 155,972.81		\$ 159,144.50		\$ 169,702.00		\$ 189,216.00
					Total Bid	\$ 146,508.00	Total Bid	\$ 150,609.00	Total Bid	\$ 155,972.81	Total Bid	\$ 169,702.00	Total Bid	\$ 189,216.00	
% Over / Under (-)						19.58%		22.92%		27.30%		29.89%		38.51%	54.43%

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: 7800 Chavenelle Building Remodel Project - Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the Public Improvement Construction Contract for the 7800 Chavenelle Building Remodel Project to Portzen Construction, Inc. in the amount of \$441,000.00, which is 21.4% below revised estimate of probable cost, through adoption of the attached resolution.
RESOLUTION Awarding Public Improvement Contract For The 7800 Chavenelle Building Remodel Project

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

ATTACHMENTS:

1. MVM Memo 7800 Chavenelle Building Remodel Project Award Public Improvement Contract
2. 7800 Chavenelle Building Remodel - Staff Award MEMO
3. 7800 Chavenelle Building Remodel - Council Award RESOLUTION

TO: The Honorable Mayor and City Council Members

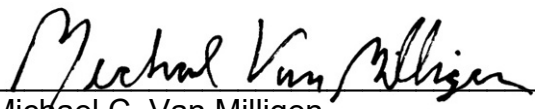
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 7800 Chavenelle Building Remodel Project
Award Public Improvement Contract
Project No. 7462000003

DATE: February 24, 2026

Assistant City Engineer Robert Schiesl and Chief Financial Officer Jenny Larson are recommending City Council award the Public Improvement Construction Contract for the 7800 Chavenelle Building Remodel Project to Portzen Construction, Inc. in the amount of \$441,000.00, which is 21.4% below revised estimate of probable cost, 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

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer

SUBJECT: 7800 Chavenelle Building Remodel Project
Award Public Improvement Contract
Project No. 7462000003

DATE: February 24, 2026

INTRODUCTION

The purpose of this memorandum is to provide the City Council with information related to the recommendation for awarding the Public Improvement Construction Contract 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.

BID RESULTS

The City received sealed bids on February 19, 2026, for the 7800 Chavenelle Building Remodel Project. Portzen Construction, Inc. submitted the low base bid in the amount of \$441,000.00 which is 21.4% below the revised estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Base Bid	Alternate	Base + Alternate
Portzen Construction, Inc.	\$425,000	\$16,000	\$441,000
Sheets Design Build, LLC	\$434,400	\$14,600	\$449,000
Conlon Construction Co.	\$469,500	\$11,000	\$480,500

ALTERNATE BID NO. 1

As part of the project, the bid documents included Alternate Bid No. 1 to provide an HVAC mini-split system for the IT Department meeting room with alternate ductwork.

RECOMMENDATION

I recommend that the public improvement contract for the 7800 Chavenelle Building Remodel Project be awarded to Portzen Construction, Inc. of Dubuque, IA for both the Base Bid and the Alternate Bid No. 1 (add HVAC mini-split) in the amount of \$441,000.00.

BUDGET IMPACT

The estimate of probable cost for the 7800 Chavenelle Building Remodel Project is summarized in the following table:

PROJECT COSTS	REVISED ESTIMATE	AWARD
Construction Contract + Alternate Bid No. 1	\$ 540,497	\$ 441,000
Contingency	27,000	31,900
Consultant Services Design - 563 Design	35,000	35,000
Engineering Dept Staff Services - Project Management	5,000	5,000
Total Project Cost	\$ 607,497	\$ 512,900

The proposed funding for the project is summarized in the following table:

PROJECT NO.	FUND DESCRIPTION	FUND AMOUNT
7462000003	7800 Chavenelle - Finance Relocate	\$ 512,900
Total Project Funding		\$ 512,900

Funding currently available for this project was budgeted through the reallocation of sales tax funds through the FY25 budget carry-over process.

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the 7800 Chavenelle Building Remodel Project to Portzen Construction, Inc. in the amount of \$441,000.00 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

RESOLUTION NO. _____ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 7800 CHAVENELLE BUILDING REMODEL PROJECT

WHEREAS, sealed proposals have been submitted by contractors for the 7800 Chavenelle Building Remodel Project, (the Project) pursuant to Resolution No. 18-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 23rd day of January 2026; and

WHEREAS, said sealed bid proposals were opened and read on the 19th day of February 2026 and it has been determined that Portzen Construction, Inc. of Dubuque, Iowa, in the bid amount of \$441,000.00, is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

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

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request to Distribute RFP
SUMMARY:	City Manager recommending City Council approval to distribute a Request for Proposal (RFP) to find a vendor to replace the City's outdated on-street meters in the downtown area and install equipment for the City's surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Smart Parking & Mobility Management Plan Pay by Plate Multi-Space Meter System Request to Distribute RFP
2. Staff Memo PbP MSM RFP
3. City of Dubuque PbP MSM RFP_2026-02-23

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request to Distribute RFP

DATE: February 26, 2026

Director of Transportation Services Ryan Knuckey is recommending City Council approval to distribute a Request for Proposal (RFP) to find a vendor to replace our outdated on-street meters in the downtown area and install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

The guiding principles developed for the Smart Parking & Mobility Management Plan Development include:

- Parking is a key ingredient for keeping the downtown economically viable.
- Parking needs to be a partnership between the public and private sectors.
- Fair and accessible mobility solutions are one of the core components of a community's livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreation opportunities.
- Parking access and any updated policies need to meet the needs of a diverse group of users.
- Parking must be fully integrated with Transit and other forms of transportation system mobility in order to maximize efficiencies and customer experience.
- Parking and transportation mobility is not free, and an updated revenue fee structure needs to be established.
- Parking and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, parking, and subsequent modes of travel to final points of destination must feel safe for customers.
- A business strategy that works in a post-pandemic environment needs to be developed.

The Parking Department estimates the PbP MSM System will cost \$1,900,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005-305-67990).

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
Ryan Knuckey, Director of Transportation Services
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Joe Pregler, Chief Information Officer
Jill Connors, Economic Development Director
Russ Stecklein, Operation Supervisor – Parking Division
Antonio Mouzon, Office of Community Impact Director
Justine Hull, Traffic Engineer
Jim Bousley, Project Manager

TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey – Director of Transportation Services

SUBJECT: Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request to Distribute RFP

DATE: February 23, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval to distribute a Request for Proposal (RFP) to find a vendor to replace our outdated on-street meters in the downtown area and install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

BACKGROUND

The Dubuque Main Street, Central Avenue Corridor areas and Historic Millwork District make up a majority of the core downtown business district in Dubuque. Having convenient, available parking in downtown Dubuque is a concern for many local employers, property developers, and residents. A lack of available parking spaces can lead to employees, customers, tenants, and homeowners walking undesirable distances between open parking spaces and their final destinations.

The City is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets and resources, leverage best in class parking and smart transportation technology, and identify future opportunities for efficiencies.

Currently there are designated meter districts that have no meters. With the implementation of a new system those areas will be evaluated for continued inclusion in the district.

The guiding principles developed for the Smart Parking & Mobility Management Plan Development include:

- Parking is a key ingredient for keeping the downtown economically viable.
- Parking needs to be a partnership between the public and private sectors.

- Fair and accessible mobility solutions are one of the core components of a community's livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreation opportunities.
- Parking access and any updated policies need to meet the needs of a diverse group of users.
- Parking must be fully integrated with Transit and other forms of transportation system mobility in order to maximize efficiencies and customer experience.
- Parking and transportation mobility is not free, and an updated revenue fee structure needs to be established.
- Parking and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, parking, and subsequent modes of travel to final points of destination must feel safe for customers.
- A business strategy that works in a post-pandemic environment needs to be developed.

The scope of the RFPs requires smart parking & mobility systems that serve the downtown Dubuque area which will be economically sustainable for the City balanced with improving downtown business vitality.

DISCUSSION

City staff recommends moving forward with the RFP for the Pay by Plate Multi-Space Meter (PbP MSM). The RFP outlines requirements the Parking Department is looking for and allows the vendors to propose alternative approaches as long as they meet minimum requirements of the RFP. The end solution must also be able to integrate with the Mobile License Plate Recognition Enforcement (Mobile LPR) System RFP for Parking Enforcement Officers (PEOs) and be able to fully integrate with AIMS, our parking management software.

Specifically, the PbP MSM System RFP contains project drawings that identify the location of the MSMs:

- Two hundred and forty eight MSMs installed along streets in the downtown metered district for on-street parking.
- Thirteen MSMs will be installed in the following surface lots:
 - Fourth & Central Lot (1 MSM)
 - Ninth & Elm Lot (1 MSM)
 - Eleventh & Elm Lot (1 MSM)
 - Twelfth & Elm Lot (2 MSMs)
 - Third & Locust Lot (1 MSM)
 - Third & Main Lot (1 MSM)
 - Twelfth & Central Lot (1 MSM)
 - Eleventh & Bluff Lot (1 MSM)
 - Fifth & Bluff Lot (2 MSMs)
 - Port of Dubuque Lot (2 MSMs)

Schedule for the PbP MSM System RFP Distribution and Vendor Selection:

- | | |
|----------------------------------|--------------------------------|
| - RFP Issue Date | March 4, 2026 |
| - Questions Deadline | April 1, 2026, before 10:00 AM |
| - RFP Submittal Deadline | April 8, 2026, before 2:00 PM |
| - Consultant Interviews | April 20, 2026 |
| - Recommendation to City Manager | May 13, 2026 |
| - Project Start Date | June 29, 2026 |
| - Completion of Work | December 4, 2026 |

The recommended review committee for the submitted proposal is as follows:

- Ryan Knuckey, Director of Transportation Services
- Joe Pregler, Chief Information Officer
- Jill Connors, Economic Development Director
- Russ Stecklein, Operation Supervisor – Parking Division
- Corinne Rothblum, Economic Mobility Special Assistant
- Antonio Mouzon, Office of Community Impact Director
- Justine Hull, Traffic Engineer
- Jim Bousley, Project Manager
- Representative from Walker Consultants

RECOMMENDATION

It is recommended that the City distribute the Smart Parking & Mobility Management Plan Development and Implementation Project PbP MSM RFP and solicit proposals from qualified vendors to provide the requested professional services.

BUDGET IMPACT

The Parking Department estimates the PbP MSM System will cost \$1,900,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005-305-67990).

ACTION TO BE TAKEN

I respectfully request City Council authorization to release the RFP for the PbP MSM System.

cc: Jenny Larson – Chief Financial Officer
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors - Economic Development Director
Russ Stecklein - Operation Supervisor – Parking Division
Antonio Mouzon - Office of Community Impact Director
Justine Hull - Traffic Engineer
Jim Bousley - Project Manager



Pay-by-Plate Multi-Space Parking Meter (PbP MSM) System Procurement

Request for Proposal Documents Manual

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) 2023 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<https://www.iowasudas.org/manuals/specifications-manual/>

CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS 2023 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<https://www.cityofdubuque.org/DocumentCenter/View/55134/2023-SUDAS-City-of-Dubuque-Supplemental-Specifications>



CITY OF DUBUQUE
PARKING DEPARTMENT
DUBUQUE, IA



Adopted Date: April 17, 2018

Date Issued: March 4, 2026

PROJECT DIRECTORY PAGE SECTION 00101

Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement Project Dubuque, Iowa

101.1 Authorized Parties:

The following contacts are the authorizing representatives for each of the parties, if a change is to be made to the Contract the following representatives must be contacted and approve of the change.

PROJECT MANAGER City of Dubuque Intermodal Facility 950 Elm Street Dubuque, Iowa 52001 <u>Project Contact:</u> Name: Joey Lueck Title: Project Manager Department: Transportation Email: jlueck@cityofdubuque.org Phone: 563-589-4228	ENGINEER'S REPRESENTATIVE Walker Consultants 7760 France Ave. S., Suite 820 Minneapolis, MN 55435 <u>Project Contact:</u> Name: Brian McGann Title: Consultant BMcGann@WalkerConsultants.com Phone: 612-207-4585 cell
--	--

CONTRACTOR'S REPRESENTATIVE Contractor Name Contractor Address City, State, Zip Code <u>Project Contact:</u> Name: Name Title: Title Email: Email Phone: Phone

101.2 OTHER CONTACT INFORMATION:

City of Dubuque-Parking Division

949 Kerper Blvd
Dubuque, IA 52001

Project Representative:

Name: Russ Stecklein
Title: Transportation Supervisor
Email: rsteckle@cityofdubuque.org
Phone: 563-589-4197

**City of Dubuque-Inspection &
Construction Services**

350 W. 6th Street
Dubuque, IA 52001

Project Representative:

Name: Mike Belmont
Title: Asst. Director/Building Code Official
Email: mbelmont@cityofdubuque.org
Phone: 563-589-4150

**City of Dubuque-Information
Services**

1300 Main Street
Dubuque, IA 52001

Project Representative:

Name: Joe Pregler
Title: Chief Information Officer
Email: jpregler@cityofdubuque.org
Phone: 563-589-4280

==== END OF SECTION 00101 ====

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==== END OF SECTION 00110 ====

PROPOSAL SUMMARY SECTION 00120

120.1 Time and Place for Filing Proposals

Proposals for the work comprising this procurement must be filed as stated below:

- Submittal Deadline: April 8, 2026 before 2:00 p.m. CST
- Submittal Location: Via email to: jlueck@cityofdubuque.org
- Submittal Copies:
 - 1) Proposals: one electronic PDF file shall be provided.
 - 2) Vendor Fees: one electronic PDF file shall be provided.
 - 3) Name all electronic files using the following format:
“Dubuque PbP MSM Project Proposal – (Proposer Name)”
“Dubuque PbP MSM Project Fee – (Proposer Name)”

120.2 Time for Commencement and Completion of Work

Work on the Project must be commenced within ten (10) calendar days after a contract has been executed and the Notice to Proceed has been issued and shall be fully completed by December 4, 2026.

120.3 Proposal Documents

Copies of the Request for Proposal (RFP) documents may be obtained at the Parking Department, Intermodal Facility, 950 Elm St, Dubuque, Iowa 52001. The Request for Proposal documents will also be available on the City’s website at www.cityofdubuque.org/bids.aspx. No deposit is required to obtain copies of the Request for Proposal.

120.4 Sales Tax

The Proposer should not include State of Iowa sales tax in its Proposal. A sales tax exemption certificate will be available for all material purchased in Iowa for incorporation into the Pay-by-Plate Multi Space Meter System Project.

120.5 RFP Project Scope Summary

Pay-by-Plate Multi Space Meter System (PbP MSM) Procurement
Project Code: 4683000005

The City of Dubuque is soliciting competitive sealed proposals from qualified vendors to update on street parking meter systems and equipment at all of its downtown on street parking spaces. The City is requesting proposals from qualified vendor(s) for an integrated pay-by-plate multi-space meter system consistent across all city on-street metered spaces.

The system includes:

- a. 263 multi-space meters (MSMs):
 - I) 248 MSMs will be placed along city streets for paid curbside on-street parking areas, at locations as identified in the project drawings.

II) 13 MSMs will be placed in surface parking lots, as specified below:

- a) 4th & Central Lot, (1 MSM)
- b) 9th & Elm Lot, (1 MSM)
- c) 11th & Elm Lot, (1 MSM)
- d) 12th & Elm Lot, (2 MSM)
- e) 3rd & Locust St Lot, (1 MSM)
- f) 3rd & Main Lot, (1 MSM)
- g) 12th & Central Lot, (1 MSM)
- h) 11th & Bluff Lot, (1 MSM)
- i) 5th & Bluff Lot, (2 MSM)
- j) Port of Dubuque Lot (5th & Bell), (2 MSMs)

III) Two (2) MSMs to be provided to City offices as spares / test units.

b. CMS

c. Mobile LPR System integration, see separate RFP listed on City of Dubuque website, Mobile License Plate Recognition Enforcement (Mobile LPR) System Procurement, for further information.

d. PbC System integration

l) Consideration will be made to add a cellphone payment app from chosen MSM vendor or partner.

e. Citation Management System integration (AIMS, existing)

f. All necessary components and materials for a complete and functioning turnkey MSM system as identified in this specification.

The City desires to complete metered space upgrades in all downtown on street parking spaced in 2026 and has capital funding allocated to do so. The City wishes to select a single vendor or vendor team to upgrade our metered space system in all on-street metered spaces, so that is consistent across all facilities. The City requests proposals provide itemized costs, categorized by equipment type and by facility.

Beyond what is detailed in this RFP, the City welcomes alternative proposals that can accomplish the strategic objectives as defined throughout this RFP. Additionally, the City welcomes alternative approaches to equipment financing beyond outright capital purchase.

The content herein represents the minimum components for this project. The proposing entity or entities should describe the means or strategy by which they will satisfy the requested scope of services, or at the proposing entity's or entities' preference, provide an alternative or second additional hybrid strategy that would improve the results of this project. If a hybrid strategy is being recommended by the proposing entity or entities, the proposing entity or entities should detail what processes and methods will be used to make the project better.

120.6 Title VI – Non-Discrimination Clause

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 Proposers 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 Proposals 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.

120.7 Request for Proposal Distribution

On the following date, March 4, 2026, this Notice was posted at the following locations:

1. The City of Dubuque Website.

==== END OF SECTION 00120 ====

INSTRUCTIONS TO PROPOSERS

SECTION 00200

200.1 REQUEST FOR PROPOSAL DOCUMENTS

Copies of the RFP Documents may be obtained at the Parking Department, 950 Elm Street, Dubuque, Iowa 52001. The Proposal Documents Manual will also be available on the City's website at www.cityofdubuque.org/bids.aspx. No deposit is required.

200.2 EXAMINATION

Proposers must use complete sets of RFP Documents in preparing Quotes. Proposers must examine the RFP Documents and the project locations to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions that can be determined by examining the RFP Documents and the sites.

200.3 QUESTIONS AND INTERPRETATIONS

Proposers must submit questions about the RFP Documents to the Project Manager in writing or by email only. Replies will be issued to RFP Document holders of record as Addenda to the RFP Drawings and Specifications and will become part of the RFP Documents. Neither City nor a Proposer may rely on oral clarification.

Failure to request clarification will not waive the responsibility of comprehension of the RFP Documents Manual and performance of the work in accordance with the intent of the documents. Signing of the RFP Proposal constitutes an acknowledgement of understanding of the RFP Documents.

For questions concerning this Request for Proposals, please submit your requests to the City's designated Project Manager. The City has made considerable efforts to ensure an accurate representation of information in this RFP. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this RFP must be received on or before 10:00 a.m. CST on April 1, 2026. Any inquiries received after this date will not be answered. When submitting a question please include the appropriate Vendor contact information.

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's Project Manager identified in this section. Violation of this requirement shall be considered a violation of the RFP rules and be grounds for disqualification of the Vendor's proposal.

Project Manager contact information is as follows:

Joey Lueck
City of Dubuque E-mail: jlueck@cityofdubuque.org
Transportation Department
950 Elm Street
Dubuque, IA 52001

200.4 PRODUCT OPTIONS

To obtain approval to use an unspecified product, a Proposer must deliver written requests to the Project Manager at least seven (7) working days before the Proposals are due. Late requests will not be considered. Be sure to clearly describe and indicate the product for which approval is requested and include any data as necessary to demonstrate acceptability of the substitute product. The written request must indicate the section number, page number and line number of the Specification for the product. If the product is acceptable, the Project Manager will approve it in an Addendum.

200.5 INSPECTION OF THE PROJECT SITE

Each Proposer is encouraged to visit the project site(s) of the proposed work to fully acquaint itself with the existing conditions relating to the project and must inform itself as to the facilities involved, the difficulties and the restrictions related to the performance of the Proposal Contract. Each Proposer must thoroughly examine and familiarize itself with the specifications and all other RFP Documents. The Vendor by the execution of the Proposal Contract shall in no way be relieved of any obligation under the contract due to Vendor's failure to receive or examine any contract document or to visit the site and acquaint itself with the conditions there existing. City will be justified in rejecting any claim based on facts regarding which the Vendor should have been aware of as a result of its inspection.

200.6 RELEASE OF SITE: SEQUENCE OF WORK

Proposers are referred to the RFP Documents Manual for information regarding the manner in which the project site(s) will be released and made available for equipment installation purposes, and the sequence in which the installation work shall be performed.

200.7 PREPARATION OF PROPOSALS

1. All Proposals must be submitted using the RFP Proposal Fee Form (SECTION 00401) supplied by the City and bound in this RFP Documents Manual. All Proposals are subject to all requirements of the RFP Documents Manual including these INSTRUCTIONS TO PROPOSERS. All Proposals must be regular in every respect and no modifications, exclusions, or special conditions shall be made or included on the RFP Proposal Fee Form by the Proposer.

2. The RFP Proposal and RFP Proposal Fee Form (SECTION 00401) must be enclosed in separate and clearly labeled electronic files.

Proposals for the work comprising this procurement must be filed as stated below:

- Submittal Location: Via email to: jblueck@cityofdubuque.org
- Submittal Copies:
 - 1) Proposals: one electronic PDF file shall be provided.
 - 2) Proposal Fees: one electronic PDF file shall be provided.

a.THE ELECTRONIC FILE CONTAINING THE RFP PROPOSAL MUST BE LABELED AS FOLLOWS:

Dubuque PbP MSM Project Proposal – (Proposer Name)

b.THE ELECTRONIC FILE CONTAINING THE RFP PROPOSAL FEE FORM MUST BE LABELED AS FOLLOWS:

Dubuque PbP MSM Project Fee – (Proposer Name)

3. Proposals submitted after the date and time for filing proposals as listed in the Proposer Summary (SECTION 00120) shall not be considered and will be returned to the Proposer unopened.

4. The City may reject any irregular or non-responsive Proposal.

5. If the Project is awarded, it will be awarded by the City to the Proposer ranked highest based on the proposal ranking criteria. The Contract for the work will require the completion of project according to the Proposal Documents Manual.

6. Each Proposer must include with their Proposal, in the appropriate spaces provided on the RFP Proposal Fee Form, the proposed Fees of performing said work in compliance with the Proposal Documents Manual including all items of labor, equipment, materials and overhead costs.

200.8 CORRECTIONS

Erasures or other changes in the Proposal or RFP Proposal Fee Form must be explained or noted and initialed by the Proposer.

200.9 TIME FOR RECEIVING PROPOSALS

Proposals received prior to the time of opening will be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived and will distribute them to the RFP review committee, and no Proposal received thereafter will be considered.

200.10 RANKING OF PROPOSALS

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select a Vendor and make a recommendation of Award to the Dubuque City Council in accordance with the rules listed in Appendix A.

200.11 WITHDRAWAL OF PROPOSALS

Proposals (received prior to the time fixed for opening) may be withdrawn on written request by the Vendor.

200.12 PROPOSAL SUBMITTAL INFORMATION

No faxed or printed proposals will be accepted. The proposal must be a document of not more than eighteen (18) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, RFP Proposal Fee Form, dividers and the front and back covers. Any proposals exceeding 18 numbered pages will not be considered. Any and all links will not be reviewed by the Selection Committee.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Vendor's responsibility to ensure that all addendums to this RFP have been received before submitting the proposal.

200.13 VENDOR BACKGROUND INFORMATION FORM

The Vendor Background Information Form (Section 00471) must be submitted within 72 hours of a formal request being made by the RFP Selection Committee. The Form may be submitted to the City by either delivering a hard copy or by email to the Project Manager.

200.14 AWARD OF CONTRACTS AND REJECTION OF PROPOSALS

The Vendor Equipment Contract (SECTION 00500) shall be awarded by the Dubuque City Council. The Vendor to whom the award is made shall be notified at the earliest possible date by a Notice of Award. Failure of a Vendor to provide the Vendor Background Information Form within the period specified in Section 200.13 or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall be grounds for determining a Vendor's Proposal as not responsible, and the City may either award the Contract to another Vendor or re-advertise for Proposals.

200.15 EXECUTION OF VENDOR CONTRACT

1. Within fifteen (15) calendar days after the date of the City's Notice of Award, the successful Vendor shall execute and deliver to the City a Contract (SECTION 00500) in the form included in the Proposal Documents Manual in such number of copies as the City may require.
2. Insurance documents shall be submitted in accordance with SECTION 00700 and must be properly completed prior to execution of the Contract by the City.
3. Iowa Sales Tax Exemption Certificate documents shall be submitted in accordance with SECTION 00750 and must be properly completed prior to execution of the Contract by the City.
4. The successful Vendor shall, within the period specified in Section 00200.14 Paragraph 1 above, also furnish a Contractor's Performance and Maintenance Bond in

the form included in the Proposal Documents Manual and shall bear the same date as, or a date subsequent to, the date of the Contract. The power of attorney for the person who signs for any surety company shall be attached to such Bond.

5. The failure of the successful Vendor to execute such Contract and to supply the required Bond(s), Insurance, and Iowa Sales Tax Exemption Certificate information within fifteen (15) calendar days after the date of City's Notice of Award, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to another Vendor or re-advertise for Proposals.

6. After the Contract, Bonds, Insurance Documents, Sales Tax Exemption Certificate Form and Vendor Background Information Form have been properly provided, the City will execute the contract and issue the Notice to Proceed.

==== END OF SECTION 00200 ====

PROPOSAL FORMAT SECTION 00285

285.1 INFORMATION TO BE INCLUDED IN THE PROPOSAL

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included as they represent the minimum criteria against which the proposal will be evaluated.

A. Letter of Transmittal

Provide a letter of transmittal briefly outlining the Vendor's understanding of the work and list the Project Manager's name, address, office telephone number, mobile telephone number and email address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

B. Table of Contents

The proposal shall contain a table of contents that delineates each section and the corresponding page number.

C. Profile of Firm

Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the Firm in working on similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location(s) of the office from where the work on this project will be performed.

D. Project Capacity/Workload

Discuss the Vendor's ability to integrate this project into their present workload. Include a statement to specify if the Vendor currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with sub-contractors.

E. Scope of Services

Describe the means or strategy by which the Vendor would satisfy the scope of services for the Project as detailed in the project drawings and technical specifications. The Vendor may also choose to submit a second alternative or hybrid strategy with a modified scope of services that would improve the results of the project.

Include a basic work plan that delineates the Vendor's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in this RFP. The Vendor should indicate in the work plan those aspects that are expected to be completed by city staff.

Highlight any parts of the work plan that will reflect the Vendor's unique philosophy or insight regarding the approach to this project and how this approach positively impacts

the successful completion of the project.

F. Quality Assurance/Quality Control

As a part of the proposal, specifically describe the quality control process that will be used throughout the project. List the number of hours for each phase that will be dedicated to QA/QC and briefly describe how those hours will be spent. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the project team.

G. Project Team Qualifications

Provide the names for key members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a short summary of their qualifications and experience.

Include a flow chart that shows the communication path between the City and the Vendor. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all sub-contractor staff on the project team flow chart. Describe the major tasks each team each team member will be working on.

Provide the name and location of other sub-consulting firms that would be used by the Vendor during the project and the approximate percentage and type of work that would be performed by each firm. Summarize the qualifications and experience of all sub-contractor staff working on the project.

In submitting the proposal, the prospective Vendor is representing that each person listed or referenced in the proposal shall be available to perform the services as described.

Provide at least 3 client references (include individual contact names and telephone numbers) for similar projects that have been completed by the Vendor in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the client reference projects.

H. Proposed Project Schedule

Provide a project schedule for each proposed strategy. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

I. Certificate of Insurance

The Vendor should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (SECTION 00700) Submittal of insurance documents as part of this RFP is not required.

J. Understanding of Final Contract Terms

The Proposer should sign the statement in Appendix D that indicates they have read and understand Appendix C – Contract Terms and Conditions and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Vendor must be clearly stated in the submitted proposal.

==== END OF SECTION 00285 ====

PROPOSAL SUBMITTAL CHECKLIST

SECTION 00300

300.1 RFP Submittal Check List

Checking your Proposal submittal, before filing, against the following checklist will help prevent minor errors or omissions, which could result in rejection of the Proposal because it is non-responsive.

(1) RFP Proposal Fee Form:

- The proposal must be submitted on the form listed below and provided by the City:
 - RFP PROPOSAL FEE FORM - SECTION 00401
- Acknowledge receipt of all addenda on the RFP Proposal Fee Form (SECTION 00401).
- RFP Proposal Fee Form (SECTION 00401) must be signed by an authorized agent.
- The RFP Proposal Fee Form must not be qualified in any way or contain any disclaimers or special conditions, or the Proposal may be found non-responsive.
- The Proposal should include all points of information listed in Section 00285.
- Submit Section 001100 PbP MSM Price Proposal Forms in PDF file format as pages included with the RFP Proposal Fee Form (Section 00401).

(2) Submittal of Proposal:

- The Proposal and RFP Proposal Fee Form (SECTION 00401) must be submitted in a separate electronic file labeled as follows:

RFP PROPOSAL MUST BE LABELED AS FOLLOWS:

Dubuque PbP MSM Project Proposal – (Proposer Name)

THE RFP PROPOSAL FEE FORM MUST BE LABELED AS FOLLOWS:

Dubuque PbP MSM Project Fee – (Proposer Name)

- And addressed to Location for Filing the Proposal:
 - Via email to: jblueck@cityofdubuque.org

- Sufficient time should be allowed for Proposals to be delivered. Late Proposals will not be considered and will be returned unopened.

==== END OF SECTION 00300 ====

RFP PROPOSAL FEE FORM SECTION 00401

PROJECT: Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement

PROPOSAL TO: Office of Parking Department by email to: jblueck@cityofdubuque.org

PROPOSAL FROM:

_____ (Company)

_____ (Street Address)

_____ (City, State, Zip)
_____ (Telephone)

401.1 General

The undersigned Vendor agrees, if the Proposal is accepted, to enter into a Contract with the City, in the form included in the Proposal Documents Manual, to perform and furnish the Work as specified or indicated in the Proposal Documents Manual for the Listed Fee Price and within the timeframe and schedule indicated in the Contract Documents and in accordance with other terms and conditions of the Contract Documents.

401.2 Recitals

In submitting this Proposal Fee Form, Vendor represents, as more fully set forth in the Vendor Equipment Contract, that:

- a. This Proposal Fee will remain subject to acceptance for forty-five (45) calendar days after the day of Proposals being due;
- b. The City has the right to reject this Proposal and to waive any informalities in the Proposal or Proposal Fee;
- c. Proposer will sign and submit the Vendor Equipment Contract with the Bond and other documents required by the Contract Documents within fifteen (15) calendar days after the date of City's Notice of Award;

The Vendor hereby certifies that they are the only person or persons interested in this proposal as principals; that an examination has been made of the drawings, specifications, contract form, including the special provisions contained herein, and the

work site, and the Vendor understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands that all quantities of work, whether increased or decreased, are to be performed at the lump sum price as stipulated herein; the Vendor proposes to furnish all necessary machinery, equipment, tools, labor and other means of installation, and to furnish all materials specified in the manner and time prescribed and to do the work at the prices herein set out.

401.3 Vendor's Acknowledgment

In submitting this Proposal this Vendor acknowledges and represents that:

- 1) Vendor has examined copies of all the Contract Documents;
- 2) Vendor has researched the Place of Work and become familiar with the general, local, and site conditions;
- 3) Vendor is familiar with Federal, State, and local laws, ordinances and regulations that govern the work specified by the Contract Documents;
- 4) Vendor has correlated the information known to the Vendor, observations obtained from the examination of the site, reports and drawings identified in the Contract Documents and additional investigations, explorations, tests, studies and data within the Contract Documents;
- 5) This Vendor is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation; Vendor has not directly or indirectly induced or solicited another Vendor to submit a false or sham Proposal; Vendor has not solicited or induced a person, firm or corporation to refrain from submitting a Proposal; and Vendor has not sought by collusion to obtain for itself an advantage over another Proposer or over City;
- 6) Local and State sales and use taxes are not included in the Proposal Amount.

401.4 Project Total Amount

Vendor will complete the work in accordance with the Contract Documents for the following:

Project Total Amount \$ _____ (figures)

_____ (use words)

Any written exclusions on the RFP Proposal Fee Form may render the Proposal as nonresponsive and may result in rejection by the City.

401.5 Timeliness

Vendor agrees that the work shall be Substantially Complete and made ready for final payment in accordance with Contract Documents no later than the date(s) indicated in Section 00800 – Progress Schedule and Agreed Cost of Delay.

401.6 Documents To Be Submitted To Respond to this RFP

The following documents are included and made a condition of this Proposal:

1) The Proposal:

The proposal should address all points outlined in this RFP excluding any cost information. The proposal should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's capabilities that satisfy the requirements of this RFP.

2) The RFP Proposal Fee Form:

Accompanying the Proposal, this RFP Proposal Fee Form shall be submitted in a separate electronic file which identifies the component costs of the total fee amount.

401.7 Document Submittal Requirements by Vendor

The Vendor must submit the Vendor Background Information Form (Section 00471) to the Project Manager within 72 hours after formal request by the RFP Review Committee. Failure to submit the Vendor Background Information Form by the required deadline may be considered justification for the City to determine the Vendor as not responsible.

401.8 Contract Execution

The Vendor further agrees to execute a formal Contract and Bond, within fifteen (15) calendar days after the date of the City's Notice of Award. The Vendor also agrees it will commence work on or before ten (10) calendar days after the date of City's Notice to Proceed, and it will complete the work within the specified contract period or pay the Agreed Cost of Delay stipulated in the Contract Documents.

401.9 Questions and Interpretations

Failure by the Proposer to request clarification of the Contract Documents during the RFP Proposal process does not waive the responsibility for comprehension of the documents and performance of the work in accordance with the Contract Documents. Signing of the RFP Proposal Fee Form constitutes the Vendor's certification as implicitly denoting thorough comprehension of intent of the Contract Documents.

401.10 Addenda

The Vendor acknowledges receipt of the following addenda:

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

401.11 Signatures

Vendor:

_____	Dated: _____
Vendor Name	

Street (Business Location)

City

_____	_____
State	Zip

_____	Dated: _____
Signature	

Title

==== END OF SECTION 00401 ====

VENDOR BACKGROUND INFORMATION – SMALL CONTRACTS SECTION 00471

VENDOR BACKGROUND INFORMATION FOR SMALL CONTRACTS (Between \$25,000 and \$3,000,000)

Upon request of the RFP Review Committee, the Vendor must submit the Vendor Background Information Form to the Project Manager within 72 hours after the request is made. Failure to submit the Vendor Background Information Form by the required deadline may be considered justification for the City to determine the Vendor as not responsible.

All questions must be answered clearly and comprehensively. If necessary, questions may be answered on separate attached sheets. The Vendor may submit any additional information that it deems necessary.

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. VENDOR'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

3. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

President: _____

Vice President(s): _____

Treasurer: _____

Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner(s): _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

☐ OTHER

State of Organization: _____

Name of Organization: _____

Form of Organization: _____

Date of Organization: _____

Principal:

Name: _____

Title: _____

Address: _____

A. How many years has your organization been in business as a parking vendor?

_____ years.

B. How many years have you been engaged in the parking business under your present firm or trade name?

_____ years.

C. Under what other or former names does or has your organization operated?

4. CERTIFICATIONS:

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other: _____

5. BONDING INFORMATION:

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

6. EQUIPMENT INSTALLATION EXPERIENCE:

A. Current Experience:

List on **Schedule A** all uncompleted projects currently under contract.

B. Previous Experience:

List on **Schedule B** at least three (3) projects completed within the last three (3) years that had a similar scope of work.

Do you have direct related project experience? If NO, direct related project experience, add an Attachment that explain how you intend to complete the contract.

☐ NO ☐ YES

In the past eight (8) years has the firm listed in Section 1 ever failed to complete an equipment installation contract awarded to it? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Have you ever been found not to be a responsible Vendor by a municipality? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

In the past eight (8) years has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a parking equipment installation contract awarded to them in their name or when acting as a principal of another entity? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Are there any judgments, claims, disputes or litigation pending or outstanding with an individual value greater than \$200,000 involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Have you ever been declared in default under a performance Bond in the last five (5) years? If YES, add an Attachment that provides details of the circumstances and include the name and contact person of the owner(s) of the project and the contact person at the surety/Bonding company.

☐ NO ☐ YES

Are you currently being investigated for or have previously violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, the Employee Retirement Insurance Security Act, Title VI of the Civil Rights Act of 1964, The Fair Labor Standards Act? If YES, add an Attachment that provides details of the circumstances and explain.

☐ NO ☐ YES

7. SAFETY PROGRAM:

Name of Equipment Installation Vendor's Lead Safety Officer: _____

Name of Equipment Installation Vendor's Safety

Officer assigned to this project: _____

Include the following as attachments:

A. Provide as an Attachment Vendor's **OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses** for the past 2 years. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

B. Provide as an Attachment Vendor's list **of all OSHA Citations & Notifications of Penalty** (monetary or other) received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

C. Provide as an Attachment Vendor's **list of all safety citations or violations under any state** all received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

D. Provide the following for the firm listed in Section 3 (attach additional sheets as necessary) the following (Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount:

Workers' compensation Experience Modification Rate (EMR) for the last 2 years:

YEAR _____ EMR _____

YEAR _____ EMR _____

Total Recordable Frequency Rate (TRFR) for the last 2 years:

YEAR _____ TRFR _____

YEAR _____ TRFR _____

Total Number of Hours Worked (TNHW) for the last 2 Years:

YEAR _____ TNHW _____

YEAR _____ TNHW _____

**I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith,
INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE
AND BELIEF AND THAT THE CITY OF DUBUQUE MAY RELY ON THE
INFORMATION PROVIDED.**

NAME OF ORGANIZATION: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS:

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Evidence of authority for individuals listed in Section 3 to bind organization to a Contract.
4. Resumes of officers and key individuals (including Safety Officer) of Company named in Section 1.
5. Required safety program submittals listed in Section 7.
6. Additional items as needed to complete background information request.

SCHEDULE A

PROJECTS CURRENTLY UNDER CONTRACT

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

SCHEDULE A

PROJECTS CURRENTLY UNDER CONTRACT

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

SCHEDULE B

PREVIOUS EXPERIENCE (List projects that fulfill the requirements of Section 6B)

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

==== END OF SECTION 00471 ====

VENDOR EQUIPMENT CONTRACT SECTION 00500

Project: Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement Project

THIS EQUIPMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the _____ day of _____, 20____ between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and by _____
(Vendor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

To furnish all material and equipment and to perform all labor necessary for the

1. Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement Project (Project).

2. CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. Project Title Page.
2. Project Directory Page (Section 00101).
3. This Vendor Equipment Contract (Section 00500).
4. Performance and Maintenance Bond (Section 00600).
5. The Iowa Statewide Urban Design And Specifications (SUDAS) 2026 Edition.
6. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
7. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
8. Technical Specifications and Special Provisions included in the Document Manual.
9. Drawings –Sheet No. Q-201 through No. Q-303 (Appendix E).
10. Addenda (numbers __ to __, inclusive).
11. Insurance Provisions and Requirements (Section 00700).
12. Sales Tax Exemption Certificate (Section 00750).
13. Project Schedule and Agreed Cost of Delay (Section 00800).
14. Other Project Information and Permits (Section 01100, 111224, and Appendixes).
15. Exhibits to this Contract (enumerated as follows):

- a. Vendors RFP Proposal Fee Form (pages ____ to ____ inclusive).
- b. The following documentation that must be submitted by Vendor prior to Notice of Award.
 - i. Vendor Background Information Form (Section 00471)
 - ii. _____

16. The following which may be delivered or issued on or after the Effective Date of the Contract:

- a. Notice to Proceed (Section 00850).
- b. 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 Vendor 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 Vendor 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 Vendor.

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 Vendor 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 Vendor 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 Vendor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Vendor must fully complete the Project under this Contract on or before the date indicated in the Project Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Vendor 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 Proposal, or with any public officer, whereby it has paid or is to pay any other Vendor 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 Vendor 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 Vendor 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). Vendor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

14. 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 Vendor 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 Vendor's RFP Proposal Fee Form and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ _____

CITY OF DUBUQUE, IOWA:

By: _____
Department
Signature
Printed Name
Title
Date

VENDOR:

By: _____
Vendor
Signature
Printed Name
Title
Date

==== END OF SECTION 00500 ====

PERFORMANCE AND MAINTENANCE BOND SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, _____,
as Principal (hereinafter the "Vendor" or "Principal")
and _____,
as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee
(hereinafter referred to as "Owner"), and to all persons who may be injured by any
breach of any of the conditions of this Bond in the penal sum of _____ dollars
(\$ _____), lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and
assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Vendor entered into
a contract with the Owner, bearing date the _____ day of _____,
2026, (hereinafter the "Contract") wherein said Vendor 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 Pay-by-Plate Multi-Space Meter System (PbP
MSM) Procurement Project detail the following described improvements:

Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement

The City of Dubuque is soliciting competitive sealed proposals from qualified
vendors to update on street parking meter systems and equipment at all of its
downtown on-street parking spaces. The City is requesting proposals from
qualified vendor(s) for an integrated pay-by-plate multi-space meter system
consistent across all city on-street metered spaces.

The system includes:

- a. 263 multi-space meters (MSMs):
 - I) 248 MSMs will be placed along city streets for paid curbside on-street parking areas, at locations as identified in the project drawings.
 - II) 13 MSMs will be placed in surface parking lots, as specified below:
 - a) 4th & Central Lot, (1 MSM)

- b) 9th & Elm Lot, (1 MSM)
 - c) 11th & Elm Lot, (1 MSM)
 - d) 12th & Elm Lot, (2 MSM)
 - e) 3rd & Locust St Lot, (1 MSM)
 - f) 3rd & Main Lot, (1 MSM)
 - g) 12th & Central Lot, (1 MSM)
 - h) 11th & Bluff Lot, (1 MSM)
 - i) 5th & Bluff Lot, (2 MSM)
 - j) Port of Dubuque Lot (5th & Bell), (2 MSMs)
- III) Two (2) MSMs to be provided to City offices as spares / test units.

- b. CMS
- c. Mobile LPR System integration
- d. PbC System integration
 - l) Consideration will be made to add a cellphone payment app from chosen MSM vendor or partner.
- e. Citation Management System integration (AIMS, existing)
- f. All necessary components and materials for a complete and functioning turnkey MSM system as identified in this specification.

It is expressly understood and agreed by the Vendor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Vendor and Surety, to-wit:

1. PERFORMANCE: The Vendor 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 Vendor's default of failure to perform as required. The Vendor 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. MAINTENANCE: The Vendor 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 Vendor's and Surety's failure to remedy any defect as required by this section.

Vendor'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 Vendor 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 Vendor.

The Vendor 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 Vendor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Vendor'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 Vendor or Surety should have provided the defense, or in the enforcement of the promises given by the Vendor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Vendor and Surety in this Bond, the Vendor 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 Vendor 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 Vendor or whether Vendor 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 _____, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Vendor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

2. This Bond must be sealed with the Surety's raised, embossing seal.

3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

INSURANCE PROVISIONS AND REQUIREMENTS

SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Vendors, Subcontractors or Sub Subcontractors

Insurance Schedule F

Class A:

Asbestos Removal	Fiber Optics	Roofing
Asphalt Paving	Fire Protection	Sanitary Sewers
Concrete	Fireproofing	Sheet Metal
Construction Managers	General Contractors	Site Utilities
Cranes	HVAC	Shoring
Culverts	Mechanical	Special Construction
Decking	Paving & Surfacing	Steel
Demolition	Parking Gate Equipment	Storm Sewers
Deconstruction	Piles & Caissons	Structural Steel
Earthwork	Plumbing	Trails
Electrical	Retaining Walls	Tunneling
Elevators	Reinforcement	Water Main

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

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 and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 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. 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 Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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.

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.

F) 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.

G) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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.

F) 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 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.**

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)

OR

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

Schedule F, General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors January 2023

===== END OF SECTION 00700 =====

SALES AND USE TAX EXEMPTION CERTIFICATE SECTION 00750

The City of Dubuque, as a designated exempt entity awarding equipment contracts, will issue special exemption certificates to Vendors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials and equipment to consume materials in the performance of a project without owing tax on the fabricated cost of those materials or equipment.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Vendor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the equipment, materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Vendor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Vendor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES
FOR VENDORS & SUBCONTRACTORS**

Submitting Department: Transportation

Department Contact: Joey Lueck

Project CIP Number(s): 4683000005

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved Vendor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Vendor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement
Project Description:	Replace current Meter System with 263 on street parking and surface lots meters/kiosk.
Start Date:	June 29, 2026
Final Completion Date:	December 4, 2026
1. General Prime Vendor:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

4. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

5. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

6. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

7. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

8. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

9. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

10. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

11. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

12. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

13. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

==== END OF SECTION 00750 ====

PROJECT SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Substantially Complete by October 29, 2026 and Finally Complete by December 4, 2026.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Vendor, which in the City's opinion, would justify such.

Should the Vendor, or in case of default the Surety, fail to complete the work within the specified Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Vendor or the Vendor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the Vendor will be assessed and shall pay, \$700.00 per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.

B. For each calendar day that any work remains uncompleted beyond the Final Completion date the Vendor will be assessed and shall pay, \$500.00 per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

Permitting the Vendor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Vendor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Vendor, and final payment will be withheld from the Vendor until payment has been made of this invoice for the agreed cost of delay. The Vendor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Vendor.

==== END OF SECTION 00800 ====



City of Dubuque
Parking Department
950 Elm Street
Dubuque, IA 52001
(563) 589-4228

NOTICE TO PROCEED SECTION 00850

TO: VENDOR NAME
ADDRESS
CITY, STATE ZIP

ISSUE DATE: _____

COMMENCEMENT DATE: _____
(INSERT DATE = 10 DAYS FROM ISSUING NOTICE TO PROCEED)

PROJECT: Pay-by-Plate Multi-Space Meter System (PbP MSM) Procurement Project

Dear _____:

You are hereby notified to commence the work on the Project, on or before the commencement date, in accordance with the Contract Documents. The Contract Time shall begin to run on the commencement date.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

THE CITY HAS RECEIVED A COPY
OF THE CONTRACTOR'S WRITTEN
SAFETY PROGRAM

CITY OF DUBUQUE, IOWA

By: _____
(Signature)

(Name)

(Title)

☐ YES

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 2026.

PRINCIPAL:

(Vendor)

By: _____
(Signature)

(Name)

(Title)

==== END OF SECTION 00850 ====

Pay-by-Plate Multi-Space
Parking Meter (PbP MSM)
System Procurement



Request for Proposal (RFP)

March 4, 2026

**PbP MSM PRICE PROPOSAL FORMS
SECTION 01100**

**City of Dubuque Iowa
Multi-Space Meters**

Price Proposal Form

SUMMARY

MSM HARDWARE

MSM	\$	-
Head-End Systems	\$	-
Spare Parts	\$	-
MSM HARDWARE SUBTOTAL	\$	-

SOFTWARE, INTERFACES AND INTEGRATIONS

Software	\$	-
Integrations and Interfaces	\$	-
MSM SOFTWARE, INTERFACES AND INTEGRATIONS SUBTOTAL	\$	-

CONSUMABLES AND SERVICES

Consumables (Tickets, Receipts, etc.)	\$	-
Services (Design, Installation, Project Management, etc.)	\$	-
CONSUMABLES AND SERVICES SUBTOTAL	\$	-

PROJECT TOTAL \$ -

RECURRING FEES

	Annual Cost	
Post-Warranty Maintenance MSM - Year 1	\$	-
Post-Warranty Maintenance MSM - Year 2	\$	-
Post-Warranty Maintenance MSM - Year 3	\$	-
Post-Warranty Maintenance MSM - Year 4	\$	-
Post-Warranty Maintenance MSM - Year 5	\$	-
Post-Warranty Maintenance MSM - Year 6	\$	-
Post-Warranty Maintenance MSM - Year 7	\$	-
Post-Warranty Maintenance MSM - Year 8	\$	-
Recurring Fees	\$	-

Price Proposal Form

Item	Cost			Comments
Lane Equipment	Quantity	Unit Cost	Extension	Quantities as required for complete system
Solar powered stations	263	\$ -	\$ -	
120V powerd stations	0	\$ -	\$ -	
		\$ -	\$ -	
[additional items]		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Lane Equipment Subtotal:			\$ -	

City of Dubuque Iowa
Multi-Space Meters

Price Proposal Form

HEAD END SYSTEMS AND SPARE PARTS HARDWARE

Item	Cost			Comments
Head-End Systems	Quantity	Unit Cost	Extension	Quantities as required for complete system
Server (if any)	0	\$ -	\$ -	
		\$ -	\$ -	
[additional items]		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Head-End Systems Subtotal:			\$ -	
Spare Parts	Quantity	Unit Cost	Extension	
1	0	\$ -	\$ -	
2	0	\$ -	\$ -	
3	0	\$ -	\$ -	
4	0	\$ -	\$ -	
5	0	\$ -	\$ -	
6	0	\$ -	\$ -	
7	0	\$ -	\$ -	
8	0	\$ -	\$ -	
9	0	\$ -	\$ -	
10	0	\$ -	\$ -	
11	0	\$ -	\$ -	
12	0	\$ -	\$ -	
13	0	\$ -	\$ -	
14	0	\$ -	\$ -	
15	0	\$ -	\$ -	
16	0	\$ -	\$ -	
17	0	\$ -	\$ -	
18	0	\$ -	\$ -	
19	0	\$ -	\$ -	
20	0	\$ -	\$ -	
21	0	\$ -	\$ -	
22	0	\$ -	\$ -	
23	0	\$ -	\$ -	
24	0	\$ -	\$ -	
25	0	\$ -	\$ -	
26	0	\$ -	\$ -	
27	0	\$ -	\$ -	
28	0	\$ -	\$ -	
29	0	\$ -	\$ -	
30	0	\$ -	\$ -	
Spare Parts Subtotal:			\$ -	

Price Proposal Form

Item	Cost			Comments
Software	Quantity	Unit Cost	Extension	<i>Quantities as required for complete system</i>
Software (if any)	0	\$ -	\$ -	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Software Subtotal:			\$ -	
Integrations and Interfaces	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Integrations and Interfaces Subtotal:			\$ -	

City of Dubuque Iowa
Multi-Space Meters

Price Proposal Form

CONSUMABLES, SERVICES AND RECURRING FEES

Item	Cost			Comments
Consumables	Quantity	Unit Cost	Extension	
List if any	0	\$ -	\$ -	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
Consumables Subtotal:			\$ -	
Services	Quantity	Unit Cost	Extension	
Design Coordination	0	\$ -	\$ -	
Installation	0	\$ -	\$ -	
Project Management	0	\$ -	\$ -	
Mobilization	0	\$ -	\$ -	
Bonding	0	\$ -	\$ -	
Training	0	\$ -	\$ -	
Acceptance Testing	0	\$ -	\$ -	
Final System Operational Testing -30 day	0	\$ -	\$ -	
Local Storage facility	0	\$ -	\$ -	
Freight	0	\$ -	\$ -	
Warranty	0	\$ -	\$ -	
Sub-Contractor-1 [Describe]	0	\$ -	\$ -	
Sub-Contractor-2 [Describe]	0	\$ -	\$ -	
Sub-Contractor-3 [Describe]	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
Services Subtotal:			\$ -	

City of Dubuque Iowa
Multi-Space Meters

Price Proposal Form

WARRANTY/POST-WARRANTY MAINTENANCE

Service Position	Cost	Comments
WARRANTY HOURLY SERVICE RATES	Hourly Service Rate	<i>For non-warranty service</i>
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	

POST-WARRANTY MAINTENANCE HOURLY SERVICE RATES	Hourly Service Rate	
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	

POST-WARRANTY MAINTENANCE MSMs (YEARS 3-10)	Annual Cost	
Year 1	\$ -	
Year 2	\$ -	
Year 3	\$ -	
Year 4	\$ -	
Year 5	\$ -	
Year 6	\$ -	
Year 7	\$ -	
Year 8	\$ -	

City of Dubuque Iowa
Multi-Space Meters

Price Proposal Form

ALTERNATE BID ITEMS

Item	Cost			Comments
Hardware	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
Software/Third Party Applications	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Annual Recurring Fees	Fee			
	\$	-		
[additional items]	\$	-		

PAY BY PLATE MULTI-SPACE METER

SECTION 111224

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Instructions to Proposers

B. Price Form

C. Vendor Compliance Form

D. Project Drawings

1.2 REFERENCES

A. List of Abbreviations:

1. AKA Also Known As
2. CC Credit Card
3. CMS Central Management System
4. EMV Europay, MasterCard and Visa
5. ID Identification
6. NEMA National Electrical Manufacturing Association
7. IP Ingress Protection
8. LCD Liquid Crystal Display
9. LPR License Plate Recognition
10. PCI Payment Card Industry
11. P&D Pay & Display
12. PbC Pay by Cell
13. PbP Pay-by-Plate
14. PbS Pay-by-Space
15. RH Relative Humidity
16. RAM Random Access Memory
17. RMA Return Merchandise Authorization
18. MSM Multi-Space Meter

1.3 SUMMARY

A. This section includes provision of all material, labor, equipment, services, and training necessary to furnish and install a fully integrated, online, real-time, multi-space parking meter system functioning as described herein.

B. System Description

1. The system includes:

a. 263 multi-space meters (MSMs):

I) 248 MSMs will be placed along city streets for paid curbside on-street

parking areas, at locations as identified in the project drawings.

II) 13 MSMs will be placed in surface parking lots, as specified below:

a) 4th & Central Lot, (1 MSM)

b) 9th & Elm Lot, (1 MSM)

c) 11th & Elm Lot, (1 MSM)

d) 12th & Elm Lot, (2 MSM)

e) 3rd & Locust St Lot, (1 MSM)

f) 3rd & Main Lot, (1 MSM)

g) 12th & Central Lot, (1 MSM)

h) 11th & Bluff Lot, (1 MSM)

i) 5th & Bluff Lot, (2 MSM)

j) Port of Dubuque Lot (5th & Bell), (2 MSMs)

III) Two (2) MSMs to be provided to City offices as spares / test units.

b. CMS

c. Mobile LPR System integration

d. PbC System integration

I) Consideration will be made to add a cellphone payment app from chosen MSM vendor or partner.

e. Citation Management System integration (AIMS, existing)

f. All necessary components and materials for a complete and functioning turnkey MSM system as identified in this specification.

2. Equipment will be capable of accepting payments for parking using the license plate as the identifier using either payment (credit, debit) cards or coin. All information must be integrated with parking citation and LPR systems.

3. Existing single space meters in on-street paid parking areas will be retained. The city will remove meter heads and affix stickers to meter posts directing users to MSMs and PbC.

1.4 DESIGN CRITERIA

A. Accuracy: Provide the following minimum accuracy levels. Calculate accuracy by dividing the accurate counts/calculations by all counts/calculation.

1. Fee calculation: 100%
2. Revenue amounts: 100%
3. Data received and accepted by computer system as valid: 100%
4. Data transmission: Less than one message re-transmission per hour.
5. Send receipts by text message (no paper receipts)

B. Equipment Construction: Design and construct all components and equipment with the following:

1. Durable vandal and weather resistant cabinets, which maintain finish, look, integrity and functionality in the environment in which installed for a period of ten years.
 - a. Mounting holes accessible only from inside of cabinets.
 - b. Hinged cabinet doors that swing clear of bollards, walls, columns, and any other obstructions.
 - c. Modular internal components, to extent practical, for easy maintenance and replacement.
 - d. Able to be relocated without damaging aesthetics or performance of equipment.
2. Control logic and communication capability as necessary and required herein.
3. Compatible communication ports for all communications and connections.
4. Crystal controlled time clock/calendar that is updated at least once daily by CMS and accurate to one minute per ninety days for all primary components.

C. User Interface: Design and construct the user interface with the following:

1. Ergonomically designed devices and user interface for ease of use by patrons.
2. Meet the latest ADA requirements, and any local accessibility requirements, including but not limited to reach ranges, visibility of display screens, clear floor or ground space, and operable parts.
3. Use color LCD touch screens for user input and display.

D. Communication:

1. All applicable components are microprocessor controlled, in on-line, virtual real-time communication with CMS.
2. All transaction data sent to CMS immediately, with communications hierarchy appropriate to need for action or response from another component, feature or subsystem.
3. All transaction data is available to CMS workstations within 30 seconds of completing transaction at any device. Delays or functional degradation resulting from data communication between devices over CMS network is not acceptable.
4. Integrate with LPR enforcement system for enforcement purposes.

E. Future System Expansion:

1. Add or remove MSMs to system.
2. Change payment mode to either PbS or PbP.
3. Ability to add a printer for paper receipts (none will be purchased initially)

F. Fully operational regardless of extreme weather such as heat, sun, rain, ice, snow, freezing rain, etc.

G. Operating temperature range of 0 F to +120 F and to 95% RH.

1.5 PRICE REQUIREMENTS:

A. Price includes the provision of all material, labor, equipment, and services necessary to furnish and install fully integrated MSM system as outlined herein.

1. Examine site
 - a. Identify in writing any constraints or conflicts regarding MSM installation.
 - b. Include cost, in writing, of rectifying such constraints or conflicts in Price Proposal.

B. Add Alternates:

1. Provide annual pricing for Maintenance, Service, and Parts Contract after one-year warranty:
 - a. A separate contract awarded for Maintenance, Service and parts that would commence with expiration of one-year warranty period.

- b. Provide annual pricing for five (5) years after initial one-year warranty period.

1.6 SIGNAGE

A. Provide and install sign poles and MSM signage to advise customers to pay at the meter or by phone, and to locate the meters. Initial estimate is two advisory signs with arrows per block face plus one “Pay Here” sign at each MSM. Final sign quantity, color, and design to be approved by Owner.

B. Provide sign poles and install PbC signs and meter stickers provided by PbC vendor.

C. Utilize rust-resistant 8-foot U-channel signposts.

D. Utilize 18” by 24” reflective, rigid aluminum signs.

E. Substantial Completion: A certificate of substantial completion will be provided when the following requirements have been satisfied:

- 1. All systems, features, and communications have passed the final acceptance testing per Section 3.2 of this document.

- 2. Certification of PCI compliance.

- 3. All spare parts, stock material and manuals are on site and have been approved.

- 4. All test checklists, documentation and training has been completed.

F. Final Acceptance: Final acceptance will occur upon satisfactory completion of all work, tests, demonstrations, and training specified herein as well as successful completion of thirty-day operational test per Section 3.2 of this document.

1.7 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

- 1. Distribute to the appropriate parties any installation diagrams, details, and templates for setting, anchoring and/or mounting meters.

- 2. Coordinate interfaces with any other systems by others, including but not limited to Local Area Network, PbC vendor, etc.

B. Pre-Installation Meeting: Conduct meeting at project site thirty (30) days in advance of time scheduled for work to proceed to review requirements and conditions that could interfere with successful performance. All parties concerned with installation, including communications, concrete work, or others who are required to coordinate work are required to attend. Include Owner or Owner's Representative. At a minimum, cover:

1. Concrete and Masonry work.
2. Review schedule.
3. Review testing and acceptance procedures.

C. Coordinate data communication, internet connectivity, and network requirements with Owner or Owner's IT Representative.

D. Coordinate PA-DSS compliant installation of system with Owner or Owner's designated representative for PCI Compliance.

1.8 PROPOSAL SUBMITTALS - TO BE INCLUDED WITH RESPONSE

A. Price Form:

1. Total system cost and per unit cost of each component.
2. Include a separate cost sheet to identify the recommended spare parts to be kept on-site.

B. Product Data:

1. Product description for each component including the following:
 - a. Detail of user interface, including description of display screen.
 - b. Operating temperature and humidity ranges.
 - c. Housing material and access panel location.
 - d. Installation and mounting requirements.
 - e. Solar-panel performance and requirements.
 - f. Description of vault locking system.
 - g. List of modular components that may be replaced by hand.
 - h. List of components that require tools for replacement, and identify which tools are required.
2. Description of the CMS software, including the following:
 - a. Configuration diagram.
 - b. Software platforms and programming language.

- c. Communication protocol, polling procedures, and transaction message flow from peripheral devices to and through CMS.
- d. Communication failure/error identification and recovery.
- e. Fault tolerance.
- f. Back-up procedures.
- g. Data storage and retrieval procedures.

3. Sample Screenshots and Reports:

- a. Screenshots of dashboards.
- b. Screenshots of payment process.
- c. Sample revenue and transaction reports.
- d. Sample maintenance reports.

B. If cellular communication technology is proposed to be provided by the contractor, provide the following submittals with the proposal:

- 1. Underlying technology proposed, i.e. 4G LTE, 5G, 5G UWB, etc.
- 2. Cut sheet(s) of the cellular components.
- 3. Monthly service cost per line of service and in total.
- 4. Expected end-of-service date of the cellular components based on known carrier sunset dates for the proposed technology. If no sunset dates are known, include a statement indicating such.
- 5. A complete list of carriers compatible with the proposed cellular technology
- 6. Contractor's detailed plan to provide a cellular site survey and carrier selection or recommendation. Cellular site survey will be required after contract award.

C. Spare Parts

- 1. List all spare parts, and a separate list of recommended spare parts and quantities to be provided, including:
 - a. Part name.
 - b. Part number.
 - c. Unit price.

D. Exceptions and Substitutions:

- 1. Complete and submit an all-inclusive Specification Exception List (including substitutions), identifying any substantive non-compliance with specification

requirements.

2. Substitutions: It is recognized that there are variations in equipment between manufacturers. Where functional performance, features or quality of system varies materially from that specified, submit a Request for Substitution identifying substitution being proposed. This submittal may be accompanied by catalog sheets, brochures, and technical specifications of the proposed system.

E. Installation Schedule: Detailed schedule of project requirements including milestones for fabrication, delivery, installation, training, and testing.

F. List manufacturer of each primary component of system.

G. List of all 1st and 3rd party PbC cell phone apps to which the vendor can integrate. Include the cost of any 1st party apps or partners.

H. Contractor Information

1. Provide the following information:

- a. Name of company.
- b. Brief company overview including a description of the company structure, and a statement on whether the company is a private or public entity.
- c. Years in business.
- d. Number of employees.
- e. Annual sales volume.
- f. List of key accounts.
- g. Name and contact information (address, email, and phone number) of Principals and/or Local Contacts.

2. Provide a list of any subcontractors, their business address, and a summary of their role in the project.

3. Description of the Contractor's presence in the United States and in the state of Iowa, and the location of the nearest service center for maintenance and repairs.

I. Manufacturer's Qualifications: Provide documentation:

1. In continuous operations for previous five (5) years.

2. Similar system and system integration installed in three (3) or more garages of similar size and complexity. Provide the following for each installation:

- a. Name of project.
- b. Location.
- c. Contact name, telephone number and email address.
- d. Date of installation.
- e. Description of equipment and quantities.

J. Installer and/or Service Provider Qualifications: If different than Manufacturer, provide documentation:

1. Proven ability to provide installation and/or service and support after installation, meeting minimum requirements as specified herein.
2. Continuously worked with equipment manufacturer, including providing installations and/or service, for minimum of three (3) years.
3. Approved in writing by manufacturer.
4. Documentation of manufacturer's installation and/or service training within previous two (2) years.
5. Similar system installed and/or maintained in three (3) or more garages of similar size and complexity. Provide the following for each installation:
 - a. Name of project.
 - b. Location.
 - c. Contact name, telephone number and email address.
 - d. Date of installation.
 - e. Description of equipment, quantities, and vendor responsibility.
6. Manufacturer approved service center located within four hour's drive of installation.

K. List of sub-contractors, identifying nature of work performed.

L. Warranty:

1. Submit copy of warranty (per Section 1.12 of this document) and explanation of any instances which may impact warranty coverage.
2. Submit RMA procedures.

3. Submit regular service hours and hourly rates, as well as other hours of availability and corresponding rates.

4. Submit maximum remote and on-site service response times from time of service request.

1.9 INFORMATIONAL AND CLOSEOUT SUBMITTALS

A. All submittal approvals, comments and rejections will be returned to the Contractor by the Owner's designated representative with requests for resubmittal as appropriate. Resubmit as required until submittal is approved by the Owner's designated representative.

B. Operating Documentation: Prior to initiation of field test and training, deliver two hard copies and one electronic copy of operations manuals, maintenance, and administration manuals.

C. Copies of all licenses, registrations, documentation, disks and other media as may have been included with those commercially available software packages provided with system. In addition, ensure that all licenses, registrations and warranties have been transferred to Owner prior to final software turnover.

D. At least 30 days prior to scheduled training sessions, deliver a Training Plan. Include at a minimum, a description of all training courses including identification of instructional outcome, duration of course, and type of presentations.

E. Testing Plan and Documentation: Provide a test plan for review and approval by Owner or Owner's authorized representative 30 days prior to start of first test. Include demonstrations of compliance with specifications, contractual compliance, disaster recovery testing and documentation, definitions of all test objectives, participant responsibilities, documentation for tests, and procedures for dealing with failures during test.

F. If the system requires a connection to the public internet via a fixed or cellular connection, provide a cellular site survey along with methodology for selection or recommendation of carrier. Contractor is expected to do all required cellular signal strength measurements and determine ideal modem and/or antenna placement. Owner has no responsibility to ensure adequate cellular signal strength.

G. Contractor is responsible for all permits and licenses and compliance with all codes and regulations.

H. Samples: Submit samples of reports, and other items to be selected by Owner within 30 days of contract.

1.10 MAINTENANCE MATERIAL SUBMITTALS

A. Stock: Furnish the following operating stock items prior to commencement of operational testing.

1. One spare coin vault for every two MSMs.

B. Lock and Key Requirements:

1. Identical locks and keys for all like equipment but unique to this project so that keys from other projects will not provide access.
2. Provide Owner with three (3) sets of maintenance keys, three (3) sets of vault area keys, three (3) sets of vault keys.
3. If a special tool is required to perform any function or maintenance, provide three (3) of these tools.

1.11 QUALITY ASSURANCE

A. All components and installation to comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.

B. Open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.

C. All materials and equipment listed, labeled, or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL) standards, where test standards have been established.

1. Equipment and materials which are not covered by UL Standards may be considered, provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.
2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as

NEMA, IP, or ANSI. Evidence of compliance includes certified test reports and definitive product data.

D. Equipment housings, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) will meet or exceed NEMA 3SX or IP54 standards to be moisture-proof and provide sufficient protection so that the components continue to function without moisture, dust, particle, heat, or cold-related interruption. Components that do not meet NEMA 3SX or IP54 standards or better may be considered if implemented with supplemental environmental controls to sufficiently protect equipment.

1.12 DELIVERY, STORAGE AND HANDLING REQUIREMENTS

A. Contractor is responsible for insuring all shipped items. Any items damaged during shipping will be replaced and shipped to the project site, by expedited means if requested, at no additional cost to the Owner.

B. Owner will provide a designated storage/staging area for MSM equipment that has not been installed. Location to be determined after contract award.

C. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. Contractor will replace the equipment at no additional cost to the Owner.

D. Deliver equipment to site in manufacturer's original containers to prevent damage and marked for easy identification.

1.13 WARRANTY

A. General: Equipment and installation (100% parts and labor) for one (1) year from date of final acceptance by Owner or Owner's Representative. System maintained and serviced against all malfunctions due to manufacturing or installation defects at no cost to Owner during warranty period, including preventive maintenance per manufacturer's recommendations or as necessary to keep equipment in good working order. Software support provided during warranty period to include all software upgrades at no additional cost to Owner.

1. Warranty period commences after Contractor has demonstrated satisfactory performance of a functioning MSM system and after the 30-day Operational Test.

2. Maintain a log of all maintenance, preventive maintenance and repair work

performed under warranty and provide to Owner or Owner's Representative at end of warranty period.

B. Warranty response period:

1. Monday through Friday, 8:00 am to 5:00 pm central time excluding holidays.
2. Response time from initiation of trouble call, to on-site response by qualified service technician
 - a. Immediate telephone support available from 8:00 am – 5:00 pm central time Monday-Friday.
 - b. Next-day on-site technical support no-later than 12 noon the following weekday.

C. If Contractor is not available for above response, Owner or Owner's Representative may affect repairs with no impact on warranty. Pre-qualify appropriate Owner or Owner's Representative to perform repairs and identify types of repair each trained individual is qualified to perform after training of Owner personnel.

D. Replace items taken from spare parts inventory during warranty period at no additional cost to Owner.

E. Preventative Maintenance Service during the Warranty Period:

1. Provide preventative maintenance services for all systems throughout the warranty period. Preventative maintenance procedures and frequencies are defined within the Manufacturer's recommended maintenance procedures manual.
2. Preventative maintenance services include but are not limited to inspection, testing, necessary adjustment, lubrication, calibration, parts cleaning, communication system maintenance, server administration and database administration of the hardware provided as part of this project by the Contractor.
3. Perform all preventative maintenance at non-peak periods during regular business hours.

F. Software Support during the Warranty Period:

1. Make available to the Owner normal software improvement releases (updates) as they become available at no additional cost to the Owner.

2. Provide all software patches and updates free of charge during the warranty period; however, the Owner has right of refusal.
3. Seven (7) calendar days prior to all software modifications, patches, updates, and upgrades, provide accurate and complete documentation that describes:
 - a. Patch/update release designation.
 - b. Proposed date and time of implementation.
 - c. Detailed description of what the patch/update accomplishes.
 - d. Test plan that shows the change has been successfully tested and has passed internal unit, end-to-end testing.
 - e. Full disaster recovery procedures that return the system to its prepatch/update condition
4. Provide operating system support and database administration services including adherence to the recommended operating system patches and updates as they are made commercially available by the operating system developer.
5. Coordinate the testing and implementation of all patches and updates with the Owner.
6. Support upgrades to the application based on operating system patch and upgrade requirements. For example, if run on a Microsoft operating system, the software can be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.
7. If at any time the Contractor ceases to do business or ceases to make the software product commercially available, the Owner will assume full ownership of the software. Thirty days prior to ceasing to do business, the Contractor will provide the most current version of the software source code to the Owner.
8. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

PART 2 – PRODUCTS

2.1 MSM CENTRAL MANAGEMENT SYSTEM

- A. Microprocessor controlled, in on-line, virtual real-time communication.
 1. MSM wirelessly communicates complete transaction log to CMS. In event of communication failure, MSMs continue to operate in off-line mode and store a minimum of 1,000 transactions, or have sufficient system redundancy, to insure

availability of transaction data upon restoration of CMS. In event of failure during communication, an error-checking and recovery routine is employed to prevent corruption of data.

2. Describe the minimum, maximum, and average amount of time in seconds the meter will take to transmit transactions to the CMS, including what parameters or conditions will affect transmission times.

B. Hosted system, capable of operating with proper user ID and password, to all authorized users.

1. Provide continual software updates at no additional fees for the life of the contract.

2. Provide field programmable functions of each meter from CMS (password protected), including rate structures (from CMS only), with all programming changes reported in daily log.

3. Maintain a secure connection while active, and automatically log-off after programmable period of inactivity.

4. Remote access to CMS over standard TCP/IP connection (may use web browser-based applications).

5. Browser-based user-interface modules utilize client/server technology or equivalent. The following general requirements apply to all components or modules:

a. Windows-based graphical user interface.

b. Allow for both standard and custom report formats.

c. Adequate security to allow for different classifications of users.

6. System back-up in less than three hours.

7. Provide all updates to the CMS, to ensure full compatibility with the meters and the system, at no additional cost to the Owner for the life of any contract relating to the meters.

8. Integrate with Mobile LPR enforcement system.

9. Integrate with Owner's PbC provider for combined payment and financial reporting.

C. Security

1. Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
2. Include multiple levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
 - a. Define individual user and group-based security.
 - b. Ability to assign a unique user ID and password for each person authorized to use system.
 - c. Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID.
 - d. Ability to disable a user ID following successive log-on failures exceeding a specific limit.
 - e. Ability to view and report user and group level security rights and create user-defined fields.
 - f. Ability to de-activate codes for former users and internal and external customers.
3. Provide Owner with a complete list of initial installation administrator usernames and passwords for all authorized users.
4. Password protected MSM subsystems to restrict access to individual functions of each subsystem:
 - a. Revenue Monitoring, Control, and Reporting.
 - b. Maintenance Monitoring, Control, and Reporting.
5. Utilize credit and debit card acceptance hardware, software, and other system components that are PCI DSS and EMV compliant.

D. MSM Equipment Monitoring.

1. Capable of performing and wirelessly reporting the results of a self-diagnostic routine at programmable times or intervals. Self-diagnostic routines verify that MSM functions are working properly. Functions to be checked include accuracy of fee calculation, clock, and card acceptance. MSM will require database communications machine to machine.
2. Warning alarms tracked, displayed, and communicated in real time to workstations and cell phones for the following conditions:
 - a. Machine failure.

- b. Low battery.
- c. Dead battery.
- d. Component trouble and/or failure.
- e. Card jam.
- f. Tampering.
- g. Vault near capacity.
- h. Vault full.
- i. Door Open.
- j. No transactions for a defined period.

3. Monitor electrical circuits and frequency of operational errors in components to identify maintenance actions to prevent failure of a component.

4. Monitor the transmission of repeated messages that may indicate possible problems with the system.

5. Display abnormal status conditions as a visual alarm on the workstation screen, accompanied by an audible alarm.

- a. The display continues to flash until the abnormal condition is corrected. The audible alarm continues until turned off by operator.
- b. Record the abnormal status condition and the acknowledgement of the alarm, including time, workstation, and operator.

6. Record and store all meter alarms and repair activity.

E. PbP Enforcement Integration:

1. During enforcement sessions, all transaction data is available to CMS workstations and mobile enforcement devices within thirty seconds of completing transaction at any device. Delays or functional degradation resulting from data communication between devices over CMS network is not acceptable.

2. Provide web-based, viewable and printable reports of all meter and mobile payments for enforcement purposes, including time purchased, purchase amount and time of expiration.

3. Ability to integrate MSM data with mobile and/or handheld units for enforcement purposes, providing street or lot #, machine #, plate #, time purchased, purchase amount and time of expiration.

F. MSM Reports: Provide the following ASCII file reports which can be displayed on a

monitor or printed on a printer:

1. Daily Event Log - A listing of any changes to the system and users who made the changes, system alarms and system log on/log offs.
2. Meter alarms and repair activity sortable by time, date, meter, operator, and/or type of alarm.
3. Maintenance history report of each meter.
4. Transaction Report - A listing of each transaction processed by the MSM, including and sortable by:
 - a. Time/date/day of week.
 - b. Duration.
 - c. Payment amount.
 - d. Card type.
 - e. Plate number.
5. Daily Summary Report - A daily summary of all MSM activity, including daily grand totals of Transaction Report data.
6. Monthly Summary Report – A monthly summary of all MSM activity, including monthly grand totals of Transaction Report data.
7. Parking Value/Type Report - Stratification based upon the value of transactions processed by payment type, provided for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
8. Revenue Report – Total revenue for a selected timeframe, including and field sortable by:
 - a. Time of day.
 - b. Plate number.
 - c. Card type.
 - d. Duration.
9. MSM Usage Reports sortable by:
 - a. Time of day.
 - b. MSM
 - c. Plate number.
 - d. Card type.

e. Duration of time.

10. Add-time report – Provide a list of transactions conducted by same customer, to add time at the meter, using ID code.
11. Pre-payment report – Provide a list of transactions conducted in advance of the session start time.
12. Rejected credit cards per meter, broken out by reason for rejection.
13. Number of meters and % of inventory out-of-order over a specified time period.
14. Either periodically or on demand, CMS downloads and sends electronically, revenue reports for integration into Owner's financial department via TCP/IP connection to designated computer network in Microsoft Excel or approved equivalent.

G. Rate Structure:

1. Remote programming of MSM parking rates, with rate tables in a windows format and easily changed by the Owner.
2. Day, evening, night, and weekend rates.
3. Weekly and monthly permit rates.
4. Grace periods (i.e., 15 minutes free).
5. Flat rates for events.
6. Holiday rates.
7. Residential rates.
8. Allow for initial payment and/or adding time at any MSM in system.
9. Provide a unique ID code to enable customers to add time to their transaction.
10. Programmable time slots as small as ten minutes.

11. User defined maximums (2-hour, 4-hour, 12-hour, 24-hour, etc.)
12. Submit the minimum number of programmable time slots per day and per week.
13. Ability to program any subset of meters using any combination of standard and user-defined filters and an effective date.
14. Automatic adjustment for daylight saving time and leap year in fee calculations.

2.2 MULTI-SPACE METER (MSM)

A. Operational Modes: PbP with ability to convert to PbS or P&D modes if so desired at a future date.

1. PbP sample operating sequence:
 - a. MSM prompts customer to enter plate number.
 - b. MSM prompts customer to make payment.
 - c. MSM processes payment and offers receipt.
2. Session extension
 - a. Allow sessions to be extended so long as the extended session is compliant with parking rules.
 - b. Extend sessions created either by the MSM or those created by a PbC app.
 - c. Post data to the Enforcement system such that a PbC may extend a session started on a MSM.

B. Housing

1. Cabinets and component brackets fabricated from 100% high grade stainless or cold rolled steel.
2. Durable, vandal, graffiti, corrosion, and weather resistant, and able to maintain finish, look, integrity and functionality in the environment in which installed for a period of ten years.
3. Mounting holes are only accessible from the inside of the cabinet.
4. Internal door hinges.
5. External lighting to assist patrons at night.

C. Internal Components

1. Modular in nature and easily removed/replaced by hand.
2. Corrosion resistant connections and connection boxes with unique installations so that a component or connector cannot be connected incorrectly.
3. Provide heating source for extreme cold temperature.

D. Informational/Instructional Displays

1. Liquid Crystal Display (LCD) Color Display Screen
 - a. Display current time of day (HH:MM).
 - b. Acknowledgement of payment, numbers, letters, and/or symbols pressed by customer.
 - c. Easily readable alpha-numeric display to communicate messages to user.
 - d. Instructional prompts guide customer through payment process such as: "Please enter plate number", "Please enter desired time to park", "Please insert credit card", "Authorizing" and "Thank you".
 - e. Capable of recognizing user errors and providing corrective guidance.
 - f. Remotely programmable via the CMS.
 - g. Backlit, automatically adjusting to external light conditions, with the contrast adjustable by the Owner.
 - h. UV resistant (non-yellowing) Lexan-like material to protect the LCD.
 - i. Display (scroll) rates and regulations for every time slot programmed for the day.
 - j. Ability to display logos and graphics.
 - k. Provide on-screen menu or display for technicians to analyze problems onsite, and provide, at minimum, the following information regarding the meter's current operating status:
 - 1) View the current assigned meter configuration and software version.
 - 2) View the battery levels and the solar panel charge level (if solar).
 - 3) Test the operating condition of the card reader.
 - 4) Test the integrated wireless communications.
2. Fixed graphics containing customer instructions for user-friendly operation.
 - a. Operating procedure progresses from left to right and top to bottom.
 - b. Numbered corresponding instructions are pictorially illustrated.
 - c. Customizable by Owner.

3. User Interface

- a. Weatherproof and unaffected by temperature, sun, rain, ice, snow, freezing rain, etc.
- b. User interaction is with color touchscreen.
- c. Capable of operating in English and Spanish.

E. Card Reader

1. Accept the following cards:

- a. VISA
- b. Master Card
- c. American Express
- d. Discover
- e. Bank Debit Cards with Credit Card Logo

2. Credit Card Approval System:

- a. Credit card readers wirelessly connected to a server dedicated to credit card approval and payment processing system.
- b. Configure system such that information from each credit card transaction is wirelessly transmitted to a server in direct communication with authorizing clearinghouse via secure connection to provide on-line real time approvals for each transaction.
- c. Contact chip card read and mag stripe reader, and contactless reader capable of accepting at a minimum Apple Pay and Google Pay.
- d. Credit Card gateway to be part of PCI P2PE as listed on the PCI-SSC web site and VISA Level-1 Service Provider as listed on the VISA web site.
- e. Encryption performed at the card reader and utilizes PCI-P2PE.
- f. Credit card authorization in real time.
- g. Maximum average authorization time for credit card transactions: Ten (10) seconds.
- h. Provide “store and forward” feature only when the communication network is down, or not available and credit card payments cannot be authorized in online mode.
- i. Confirm and provide record formats required by Owner’s financial institution.
- j. Identify all required additional services necessary for processing and the associated costs.

3. Provide the user the ability to confirm purchase prior to processing card.

F. Power Supply

1. Solar-powered battery life of 36 months.
2. Commercially available battery without voiding warranty.
3. Ability to replace battery in less than two minutes with no tools required.
4. Programmable low battery alerts.
5. Separate backup battery to sustain clock, calendar, audit information and RAM in the event of a system failure or during battery replacement.

G. Communication

1. Offeror must perform independent site evaluation.
2. It is the responsibility of the vendor to test and confirm reliable power and communication from all MSM locations.

H. Printer (Requirement for possible future printer. None are being purchased in this RFP.)

1. Capable of printing standard and variable length receipts and reports.
2. Receipt offered and issued upon completion of transaction, if selected by payee.
3. Minimum information provided on receipt:
 - a. Amount of transaction.
 - b. Unique identification number for adding time, adjudication, and audit control.
 - c. Plate number.
 - d. Time and date purchased.
 - e. Expiration time and date.
 - f. Meter number.
4. Ability to replace ticket roll in less than one minute with no tools.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install MSM in accordance with manufacturer's recommendations.
- B. Installation and Start-Up: Contractor is responsible for installation of all Contractor supplied equipment and its interfacing and interconnection with Owner supplied equipment.
- C. Contractor is responsible for all software and communications by all computers and peripheral devices.
- D. Provide dust and noise protection in strict accordance with equipment manufacturer's recommendations.
- E. Owner or Owner's Representative may observe installation process and stop the work at any time throughout the process.
- F. All equipment components installed near drive isles shall be protected from damage by vehicular movements by protective bollards.

3.2 FIELD QUALITY CONTROL

- A. Provide an Acceptance Testing Plan to demonstrate the functionality of the system.
 - 1. Include demonstrations of compliance with all specifications, contractual compliance, definitions of all test objectives, participant responsibilities, documentation of tests and procedures for dealing with failures during test.
 - 2. Detail tests for every functional requirement of the MSM system, including PbC integration.
 - a. Include checklist for specified supplies, spare parts, training operation and training manuals.
 - b. Provide space for acceptance by Contractor and Owner or Owner's representative.
 - 3. Confirm that all specified features are provided and fully operational before Acceptance Testing.
 - 4. Notify Owner or Owner's Representative in writing at least one week prior to each official test session. If a test is not successful, correct noted deficiencies and advise Owner or Owner's Representative, at least two days in advance, that test session is ready to resume.
 - 5. Owner or Owner's Representative may witness tests.

B. Passing Acceptance testing, even if performed in the presence of the Owner or Owner's Representative, does not relieve the Contractor of the responsibility to provide a system in accordance with the Specifications.

C. Promptly correct all problems encountered at no cost to the Owner.

D. Thirty (30) Day Operational Test and Final Acceptance

1. After go-live date, the Owner will conduct an operational test for thirty (30) days.

2. Performance Standards:

a. System is fully operational without downtime or programming problems for the complete monthly reporting cycle. For each down-time period of between one hour and eight hours, or programming problems that delay the report cycle, two days will be added to the test duration.

b. All reports correlate 100% with coin and credit card reconciliation.

3. Maintain detailed records and a logbook of all tests, events, and issues to be provided to the Owner upon completion of the tests.

3.3 INSTRUCTION AND TRAINING

A. Fully instruct the Owner's designated personnel in the operation, adjustment, and maintenance of all MSM products, equipment, and systems.

B. Coordinate scheduling of on-site and in-person instructional classes with Owner's designated personnel to avoid conflicts and peak-period personnel demands.

C. Submit a proposed instruction schedule prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule.

D. Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the MSM system and allow Owner personnel to have hands-on experience with the MSMs.

E. All instruction courses will consist of classroom instruction and actual "hands-on" experience. Classes will be set up in a room designated by the Owner.

F. Provide experienced instructors that speak fluent English in a clear precise manner.

G. Provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.

H. Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.

I. Training categories:

1. Maintenance.

2. Enforcement.

3. Finance/Administration.

J. Provide hard copies and electronic operation and maintenance manuals for all components.

==== END OF SECTION 111244 ====

APPENDIX A – VENDOR EVALUATION PROCESS

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Vendors for placement on the Vendors short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals:

1. Proposed Solution Functionality and Technical Design:
 - a. This criteria pertains to system functionality and design, including the experience of parking customers, and the City as the parking owner and operator. Aspects of the parking experience include accepting payment, event parking, navigating the devices, equipment, conducting enforcement, and collecting and reviewing data.
2. Proposed Approach approach/methodology completing the scope of services such as:
 - a. Logic and convenience of the proposed approach and methodology relative to the city's needs. Compatibility of the proposed approach and methodology to city policies and practices in administering this type of public improvement project.
 - b. Grasp of project requirements and level of interest in the project.
 - c. Creativity and problem-solving ability.
3. Experience, Qualifications, and References
 - a. Experience and qualifications of all team members (including any subconsultants) executing similar projects for municipalities similar to Dubuque, including in size, geographic market, weather conditions, and customer/user profile.
 - b. Quality of references provided, similarity of references to Dubuque, and quality of feedback received from references.
 - c. A Track record of the all vendor team members working together.
4. Ongoing System Maintenance and Support.
5. Proposed schedule required to complete project.
6. Cost of the proposed project.

VENDOR SHORT-LIST EVALUATION CRITERIA

The RFP selection committee may choose to interview one or all of the short-listed Vendors. Both the original submitted proposals and the results of any Vendor interviews and professional references will be used to select the final Vendor for the project. The following criteria are among those that will be used to evaluate the Vendors on the short-list:

1. Proposed Solution Functionality and Technical Design:
 - a. This criteria pertains to system functionality and design, including the experience of parking customers, and the City as the parking owner and operator. Aspects of the parking experience include accepting payment, event parking, navigating the devices, equipment, conducting enforcement, and collecting and reviewing data.
2. Proposed Approach approach/methodology completing the scope of services such as:
 - a. Logic and convenience of the proposed approach and methodology relative to the city's needs. Compatibility of the proposed approach and methodology to city policies and practices in administering this type of public improvement project.
 - b. Grasp of project requirements and level of interest in the project.
 - c. Creativity and problem-solving ability.
3. Experience, Qualifications, and References
 - a. Experience and qualifications of all team members (including any subconsultants) executing similar projects for municipalities similar to Dubuque, including in size, geographic market, weather conditions, and customer/user profile.
 - b. Responsiveness and compatibility between the Vendor and City, including general attitude and ability to communicate and be a high-quality team player, ability of the Vendor to maintain a high level of direct interaction and communication with city staff, ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - c. A Track record of the all vendor team members working together.
4. Ongoing System Maintenance and Support.
5. Proposed schedule required to complete project.
6. Cost of the proposed project.

7. Overall success of past installations and system operational functionality with other municipalities and/or other system operators.

For the ranking of the Vendors during both the initial evaluation and the short list evaluation, the RFP Selection Committee shall use the RFP Scoring Matrix. The RFP Scoring Matrix has weights assigned to the above listed criteria. The Vendor ranked highest after the scoring matrix is completed will be recommended for the award of this project by the RFP Selection Committee. The RFP Scoring Matrix can be found using the hyperlink provided in Appendix E.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the successful completion of the Vendor RFP review process, the RFP Selection Committee will recommend to the City Manager, the awarding of a contract to the highest ranked Vendor. Upon consensus of the award recommendation between the RFP Selection Committee and the City Manager, the City Manager will then make a formal recommendation of award to the Dubuque City Council. The City Manager will also request authority from the Dubuque City Council to negotiate with the recommended Vendor a final scope of work and fee structure for the project, and for the authority to execute a contract with the Vendor awarded this project by the City Council.

After authority is granted to negotiate an agreement and execute a contract with a Vendor, the Vendor and city staff shall jointly prepare a final detailed scope of work with a set fee. After the final scope of services has been determined, a fee has been negotiated, the City shall incorporate these documents into the Contract Documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Vendor ranked second, and so on until a contract can be negotiated that is acceptable to the City.

The City Council has the authority to reject all proposals, and if desired issue a new RFP and seek new proposals.

Payment for Work: The Vendor with an executed contract with City shall be paid once monthly. The invoiced amount shall be based on the percentage of work completed as reported on as part of the monthly submitted payment application.

APPENDIX B – RFP RULES AND PROTEST PROCEDURE

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Vendor an advantage or benefit not enjoyed by other prospective Vendors.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended Vendor. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Jurisdiction Representative set forth in the RFP Documents Manual, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

APPENDIX C – CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

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

1. VENDOR'S CONSULTANT ENDORSEMENT ON PLANS.

If required by Iowa law as part of the equipment installation, the Vendor shall hire an Iowa licensed design professional who shall endorse any part of the work prepared under this Agreement that is required to be so under the law. The design professional shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and a contract amendment being executed by both parties.

3. EXTRA WORK.

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

4. SUBSTITUTION OF PROJECT TEAM MEMBERS.

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

5. INSURANCE.

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

6. INDEMNIFICATION.

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only

to the extent caused in whole or in part by negligent acts or omissions of the Vendor, Vendor's subcontractor, or anyone directly or indirectly employed by Vendor or Vendor subcontractor or anyone for whose acts Vendor or Vendor'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.

7. TERMINATION.

City may terminate this agreement, with or without cause, upon providing 14 days written notice to the Vendor.

8. ERRORS & OMISSIONS.

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

9. OWNERSHIP OF PROJECT DOCUMENTS.

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

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

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

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

10. SUBLETTING, ASSIGNMENT OR TRANSFER.

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

APPENDIX D – STATEMENT REGARDING CONTRACT TERMS AND CONDITIONS

The proposer must indicate that they have read and understand Appendix C – Contract Terms and Conditions, and agree to include the clauses that are listed in Appendix C in the final signed contract.

Please see separate RFP listed on City of Dubuque website, Mobile License Plate Recognition Enforcement (Mobile LPR) System Procurement, for further information.

Statement	Y/N
The Vendor has read and understands Appendix C – Contract Terms and Conditions and agrees to include the clauses that are listed in Appendix C in the final signed contract.	

Pay-by-Plate Multi-Space
Parking Meter (PbP MSM)
System Procurement



Request for Proposal (RFP)

March 4, 2026

APPENDIX E – PROJECT RELATED DATA

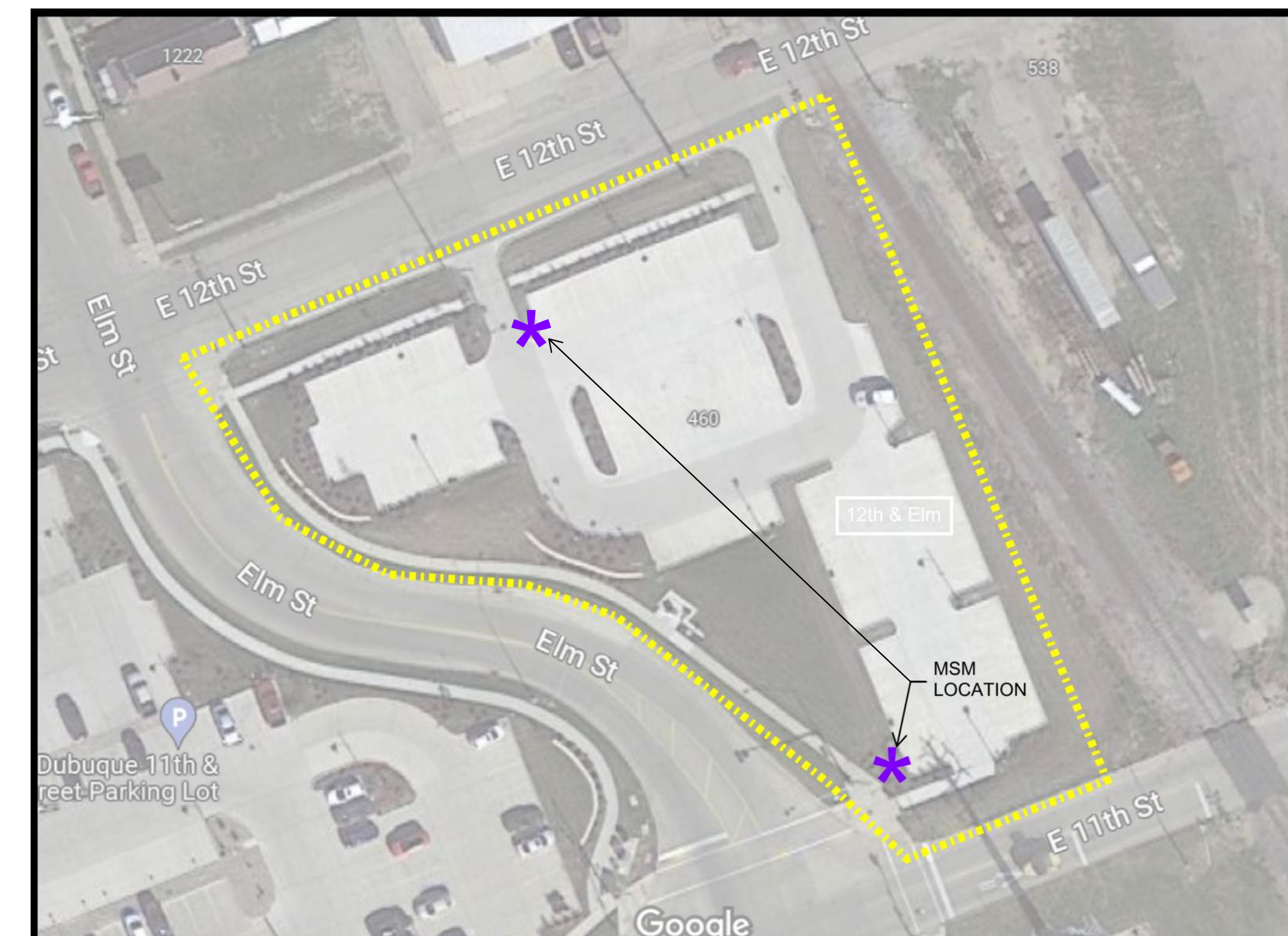
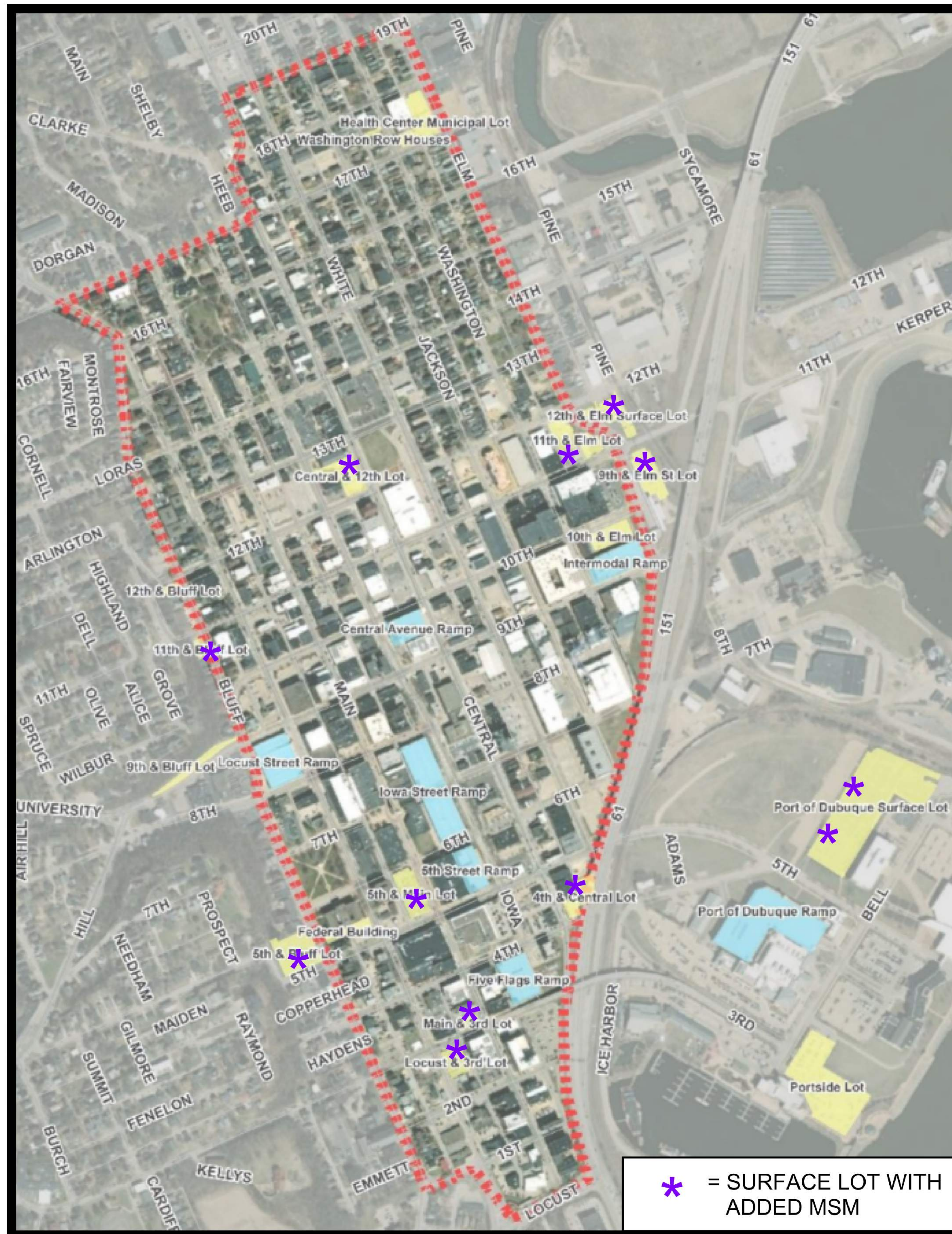


DUBUQUE IOWA

Ryan Knuckey
Director of Transportation Services
City of Dubuque
950 Elm Street
Dubuque, Iowa 52001

- Q-301 ON STREET PARKING MSM LOCATION MAP
Q-302 ON STREET PARKING MSM ENLARGED PLANS
Q-303 ON STREET PARKING MSM ENLARGED PLANS





1/14/2025 12:20:58 PM J:\Minnesota\21-005202-00-Dubuque-On-Street-and-PARCS-RFP\21-005202-00-Dubuque-PARCS_1232.rvt



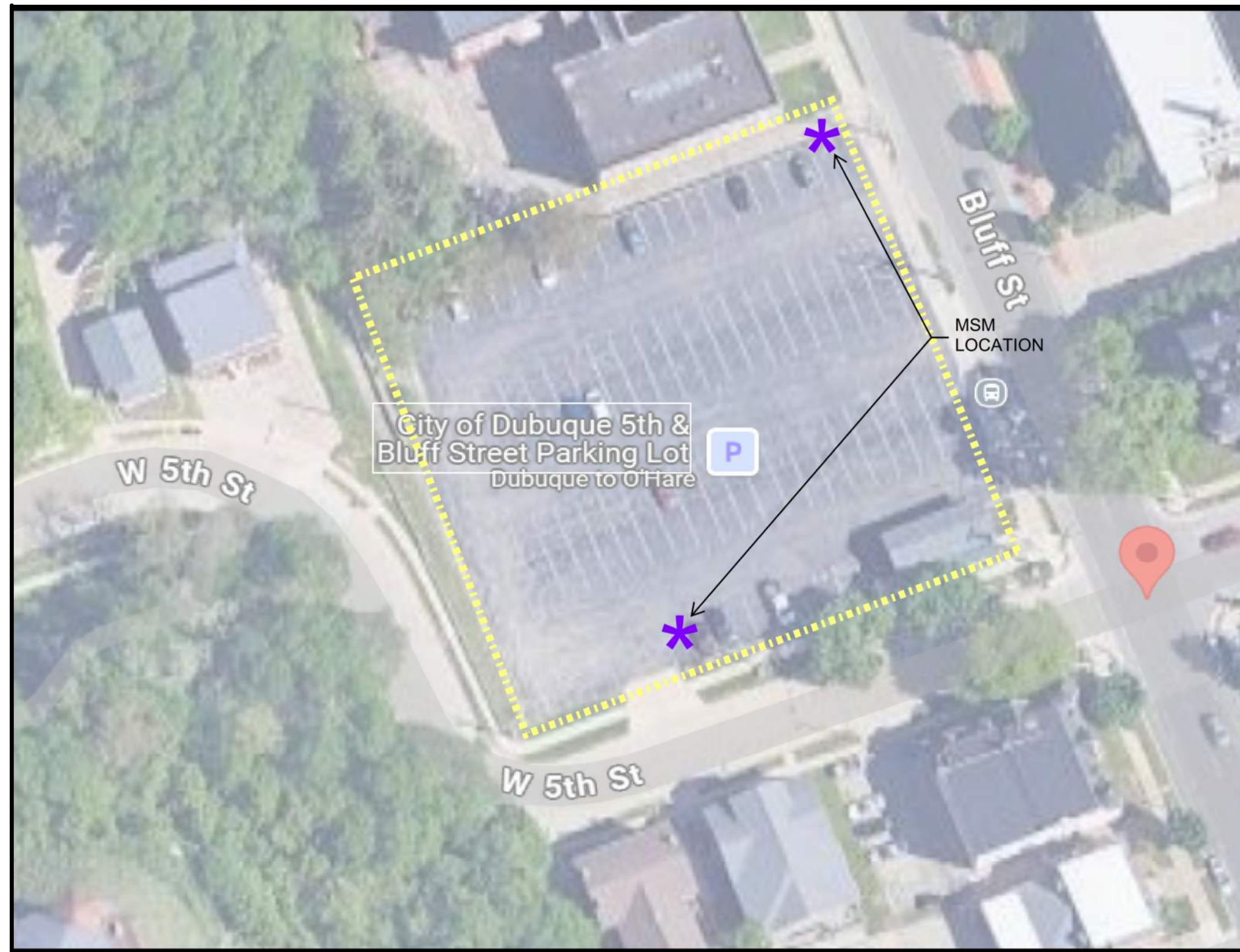
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NTS



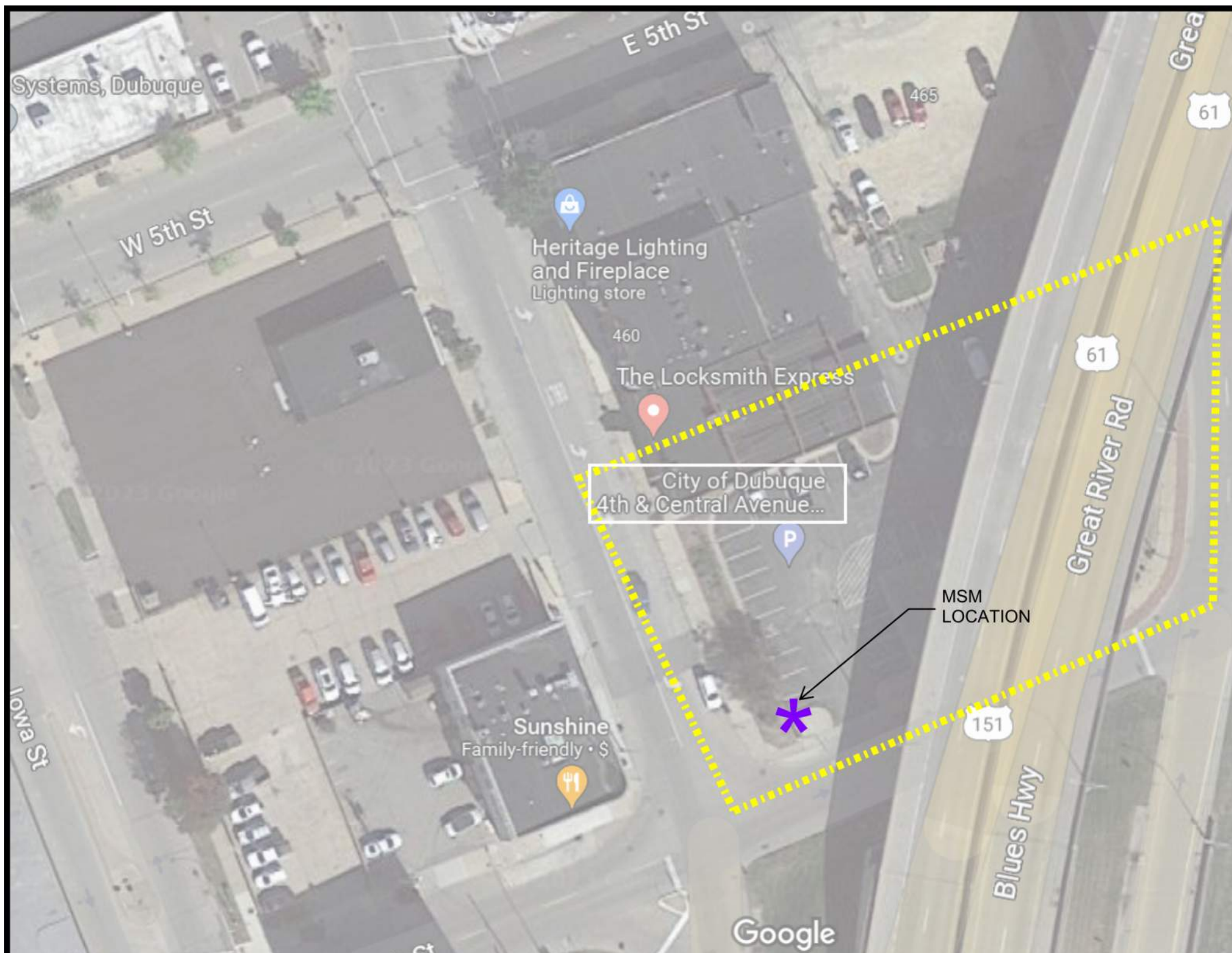
2 9th AND ELM SURFACE LOT
NTS



3 11th AND BLUFF SURFACE LOT
NTS



4 5th AND BLUFF SURFACE LOT
NTS



5 4th AND CENTRAL SURFACE LOT
NTS



6 MAIN AND 3rd SURFACE LOT
NTS



7 LOCUST AND 3rd SURFACE LOT
NTS



8 PORT OF DUBUQUE LOT
NTS



7760 France Ave S, Suite 820
Minneapolis, MN 55435
952.595.9116 Ph
www.walkerconsultants.com

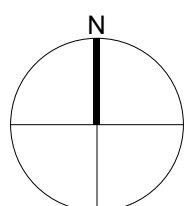


CITY OF DUBUQUE
PARKING SYSTEM
TECHNOLOGY & EQUIPMENT
PROCUREMENT
DUBUQUE IOWA

MARK	DATE	CONSTRUCTION DRAWINGS	DESCRIPTION
REVISIONS			
OWNER REVIEW			
ISSUE DATE: 01-14-2025			
PROJECT NO: 21-005202.00			
DRAWN BY: LPM			
CHECKED BY: BMKW			

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SHEET TITLE:
ENLARGED SURFACE LOT
PLANS



Q-202

CITY OF DUBUQUE
PARKING SYSTEM
TECHNOLOGY & EQUIPMENT
PROCUREMENT
DUBUQUE IOWA

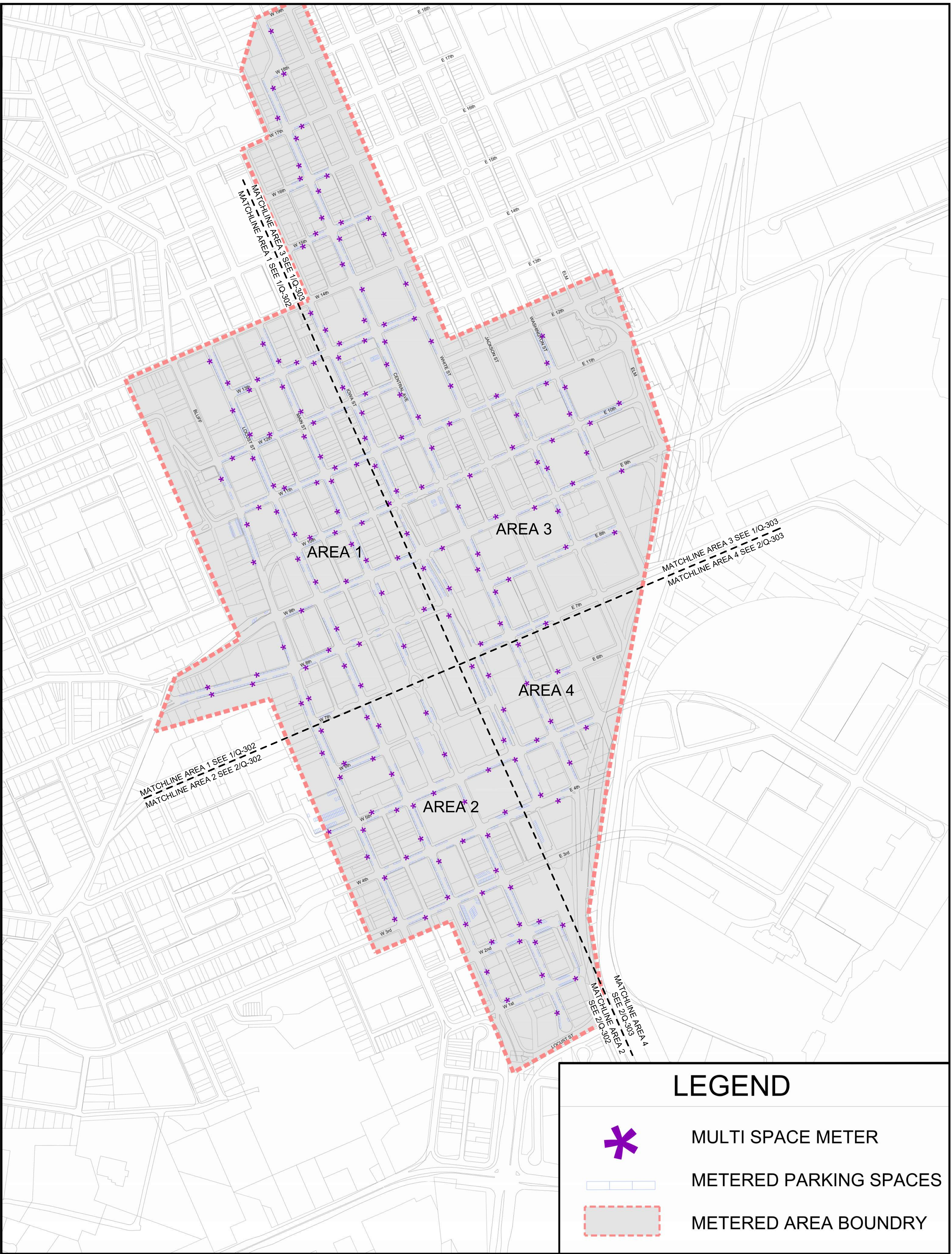
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	01/15/2025	CONSTRUCTION DRAWINGS
MARK	DATE	DESCRIPTION
		REVISIONS
ISSUE:		OWNER REVIEW
ISSUE DATE:	01-14-2025	
PROJECT NO:	21-005202.00	
DRAWN BY:	LPM	
CHECKED BY:	BM/KW	

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SHEET TITLE:
ON STREET PARKING MSM
LOCATION MAP

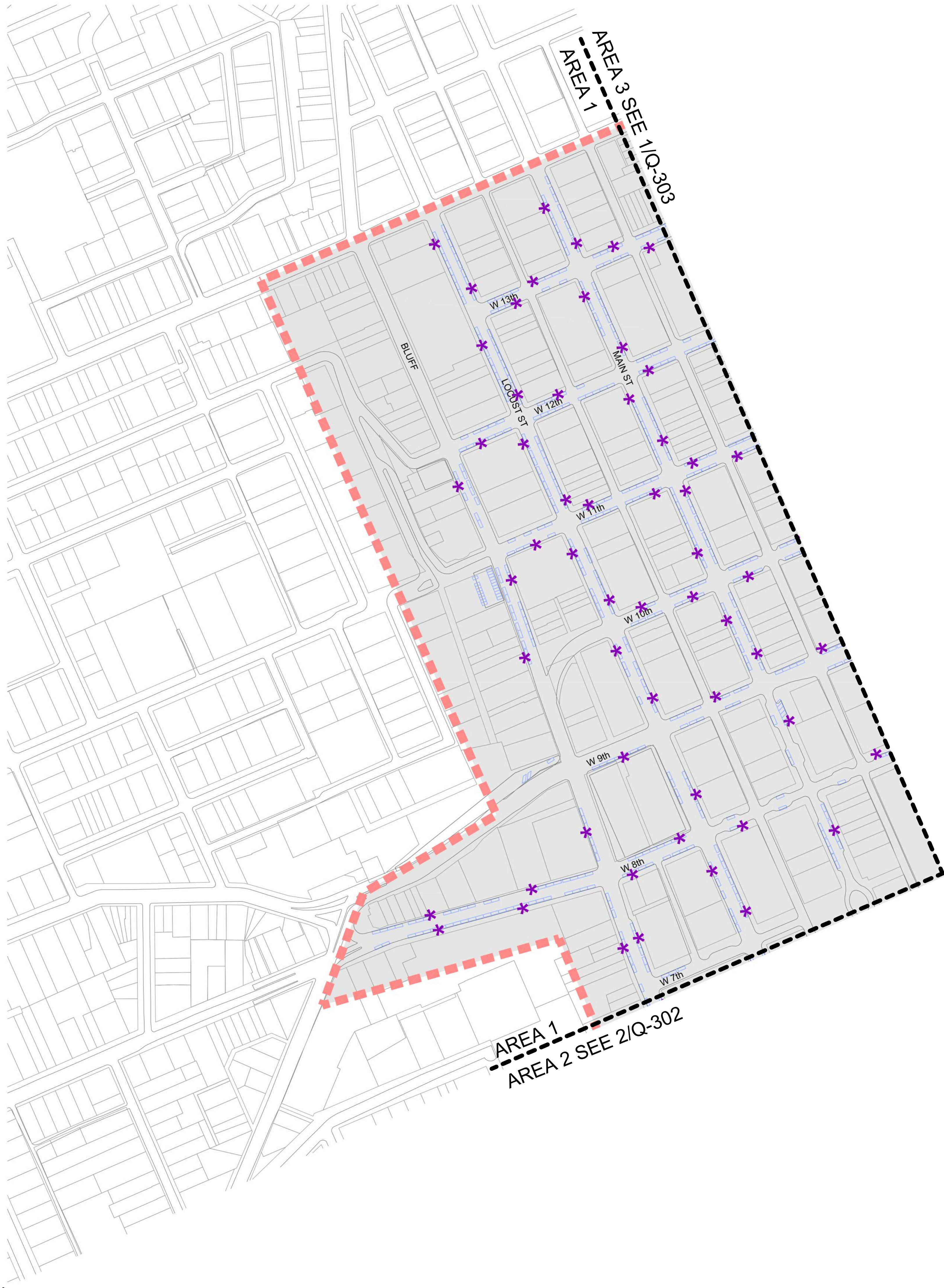
Q-301



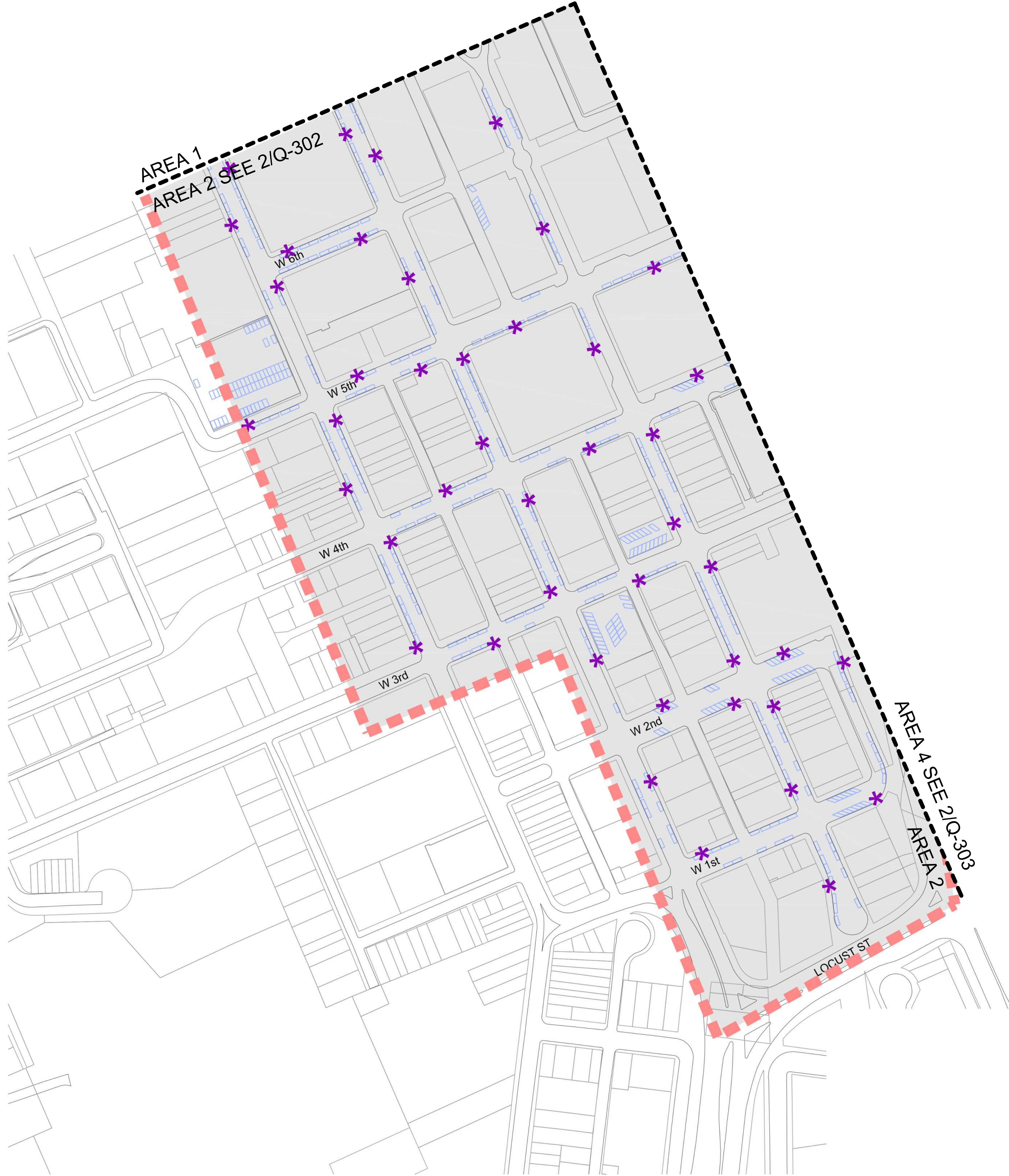
MARK	DATE	DESCRIPTION
REVISIONS		
ISSUE: OWNER REVIEW		
ISSUE DATE: 01-14-2025		
PROJECT NO: 21-005202.00		
DRAWN BY: LPM		
CHECKED BY: BMKW		

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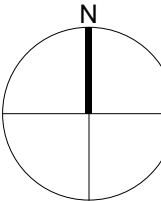
SHEET TITLE:
ON STREET PARKING MSM
ENLARGED PLANS

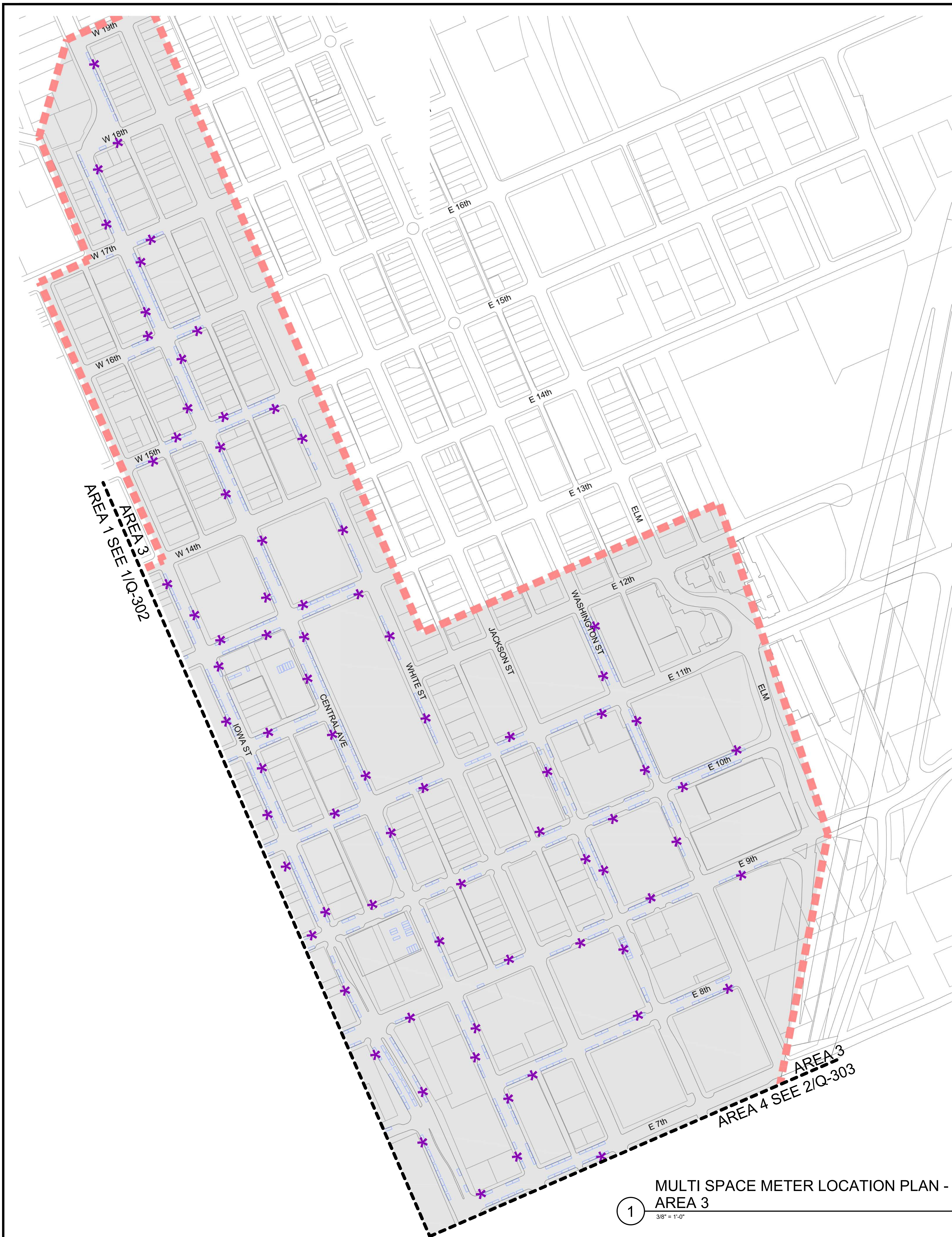


1 MULTI SPACE METER LOCATION PLAN -
AREA 1
3/8" = 1'-0"



2 MULTI SPACE METER LOCATION PLAN -
AREA 2
3/8" = 1'-0"



[illegible]

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE: Smart Parking & Mobility Management Plan: Mobile License Plate Recognition System Request to Distribute RFP

SUMMARY: City Manager recommending City Council approval to distribute a Request for Proposal (RFP) to secure a vendor for Mobile License Plate Recognition Enforcement (Mobile LPR) System for Parking Enforcement Officers (PEOs) as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Smart Parking & Mobility Management Plan Mobile LPR System Request to Distribute RFP
2. Staff Memo LPR RFP
3. City of Dubuque LPR RFP_2026-02-23

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Smart Parking & Mobility Management Plan: Mobile License Plate Recognition System Request to Distribute RFP

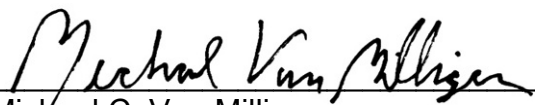
DATE: February 26, 2026

Director of Transportation Services Ryan Knuckey is recommending City Council approval to distribute a Request for Proposal (RFP) to secure a vendor for Mobile License Plate Recognition Enforcement (Mobile LPR) System for Parking Enforcement Officers (PEOs) as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

The scope of the RFP requires smart parking & mobility systems that serve the downtown Dubuque area which will be economically sustainable for the City balanced with improving downtown business vitality.

The Parking Department estimates the Mobile LPR System will cost \$150,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005-305-67990).

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
Ryan Knuckey, Director of Transportation Services
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Joe Pregler, Chief Information Officer
Jill Connors, Economic Development Director
Russ Stecklein, Operation Supervisor – Parking Division
Antonio Mouzon, Office of Community Impact Director
Justine Hull, Traffic Engineer
Jim Bousley, Project Manager

TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey – Director of Transportation Services

SUBJECT: Smart Parking & Mobility Management Plan: Mobile LPR System Request to Distribute RFP

DATE: February 23, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval to distribute a Request for Proposal (RFP) to secure a vendor for Mobile License Plate Recognition Enforcement (Mobile LPR) System for Parking Enforcement Officers (PEOs) as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

BACKGROUND

The Dubuque Main Street, Central Avenue Corridor areas and Historic Millwork District make up a majority of the core downtown business district in Dubuque. Having convenient, available parking in downtown Dubuque is a concern for many local employers, property developers, and residents. A lack of available parking spaces can lead to employees, customers, tenants, and homeowners walking undesirable distances between open parking spaces and their final destinations.

The City is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets and resources, leverage best in class parking and smart transportation technology, and identify future opportunities for efficiencies.

The guiding principles developed for the Smart Parking & Mobility Management Plan Development include:

- Parking is a key ingredient for keeping the downtown economically viable.
- Parking needs to be a partnership between the public and private sectors.
- Fair and accessible mobility solutions are one of the core components of a community's livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreation opportunities.

- Parking access and any updated policies need to meet the needs of a diverse group of users.
- Parking must be fully integrated with Transit and other forms of transportation system mobility in order to maximize efficiencies and customer experience.
- Parking and transportation mobility is not free, and an updated revenue fee structure needs to be established.
- Parking and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, parking, and subsequent modes of travel to final points of destination must feel safe for customers.
- A business strategy that works in a post-pandemic environment needs to be developed.

The scope of the RFP requires smart parking & mobility systems that serve the downtown Dubuque area which will be economically sustainable for the City balanced with improving downtown business vitally.

DISCUSSION

City staff recommends moving forward with the RFP for a Mobile LPR system for our PEOs. The RFP outlines requirements the Parking Department is looking for and allows the vendors to propose alternative approaches as long as they meet minimum requirements of the RFP. The end solution must also be able to integrate with the Pay by Plate Multi-Space Meter (PbP MSM) RFP and be able to fully integrate with AIMS, our parking management software.

Schedule for the Mobile LPR System RFP Distribution and Vendor Selection:

- | | |
|----------------------------------|--------------------------------|
| - RFP Issue Date | March 4, 2026 |
| - Questions Deadline | April 1, 2026, before 10:00 AM |
| - RFP Submittal Deadline | April 8, 2026, before 2:00 PM |
| - Consultant Interviews | April 20, 2026 |
| - Recommendation to City Manager | May 13, 2026 |
| - Project Start Date | June 29, 2026 |
| - Completion of Work | July 29, 2026 |

The recommended review committee for the submitted proposal is as follows:

- Ryan Knuckey, Director of Transportation Services
- Joe Pregler, Chief Information Officer
- Jill Connors, Economic Development Director
- Russ Stecklein, Operation Supervisor – Parking Division
- Corinne Rothblum, Economic Mobility Special Assistant
- Antonio Mouzon, Office of Community Impact Director
- Justine Hull, Traffic Engineer
- Jim Bousley, Project Manager
- Representative from Walker Consultants

RECOMMENDATION

It is recommended that the City distribute the Smart Parking & Mobility Management Plan Development and Implementation Project Mobile LPR System RFP and solicit proposals from qualified vendors to provide the requested professional services.

BUDGET IMPACT

The Parking Department estimates the Mobile LPR System will cost \$150,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005-305-67990).

ACTION TO BE TAKEN

I respectfully request City Council authorization to release the RFP for the Mobile LPR System.

cc: Jenny Larson – Chief Financial Officer
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors - Economic Development Director
Russ Stecklein - Operation Supervisor – Parking Division
Antonio Mouzon - Office of Community Impact Director
Justine Hull - Traffic Engineer
Jim Bousley - Project Manager



Mobile License Plate Recognition Enforcement (Mobile LPR) System Procurement

Request for Proposal Documents Manual

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) 2026 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<https://www.iowasudas.org/manuals/specifications-manual/>

CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS 2023 EDITION,
SHALL APPLY TO THIS PROJECT. THEY ARE AVAILABLE ONLINE AT:
<https://www.cityofdubuque.org/DocumentCenter/View/55134/2023-SUDAS-City-of-Dubuque-Supplemental-Specifications>



CITY OF DUBUQUE
PARKING DEPARTMENT
DUBUQUE, IA



Adopted Date: April 17, 2018

Date Issued: March 4, 2026

PROJECT DIRECTORY PAGE

SECTION 00101

**Mobile License Plate Recognition Enforcement System (Mobile LPR)
Procurement Project
Dubuque, Iowa**

101.1 Authorized Parties:

The following contacts are the authorizing representatives for each of the parties, if a change is to be made to the Contract the following representatives must be contacted and approve of the change.

PROJECT MANAGER City of Dubuque Intermodal Facility 950 Elm Street Dubuque, Iowa 52001 <u>Project Contact:</u> Name: Joey Lueck Title: Project Manager Department: Transportation Email: jlueck@cityofdubuque.org Phone: 563-589-4228	ENGINEER'S REPRESENTATIVE Walker Consultants 7760 France Ave. S., Suite 820 Minneapolis, MN 55435 <u>Project Contact:</u> Name: Brian McGann Title: Consultant BMcGann@WalkerConsultants.com Phone: 612-207-4585 cell
--	---

CONTRACTOR'S REPRESENTATIVE

Contractor Name
Contractor Address
City, State, Zip Code

Project Contact:

Name: Name
Title: Title
Email: Email
Phone: Phone

101.2 OTHER CONTACT INFORMATION:

City of Dubuque-Parking Division

949 Kerper Blvd
Dubuque, IA 52001

Project Representative:

Name: Russ Stecklein

Title: Transportation Supervisor

Email: rsteckle@cityofdubuque.org

Phone: 563-589-4197

City of Dubuque-Inspection & Construction Services

350 W. 6th Street
Dubuque, IA 52001

Project Representative:

Name: Mike Belmont

Title: Asst. Director/Building Code Official

Email: mbelmont@cityofdubuque.org

Phone: 563-589-4150

City of Dubuque-Information Services

1300 Main Street
Dubuque, IA 52001

Project Representative:

Name: Joe Pregler

Title: Chief Information Officer

Email: jpregler@cityofdubuque.org

Phone: 563-589-4280

==== END OF SECTION 00101 ====

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==== END OF SECTION 00110 ====

PROPOSAL SUMMARY SECTION 00120

120.1 Time and Place for Filing Proposals

Proposals for the work comprising this procurement must be filed as stated below:

- Submittal Deadline: April 8, 2026 before 2:00 p.m. CST
- Submittal Location: Via email to: jlueck@cityofdubuque.org
- Submittal Copies:
 - 1) Proposals: one electronic PDF file shall be provided.
 - 2) Vendor Fees: one electronic PDF file shall be provided.
 - 3) Name all electronic files using the following format:
“Dubuque Mobile LPR Project Proposal – (Proposer Name)”
“Dubuque Mobile LPR Project Fee – (Proposer Name)”

120.2 Time for Commencement and Completion of Work

Work on the Project must be commenced within ten (10) calendar days after a contract has been executed and the Notice to Proceed has been issued and shall be fully completed by July 29, 2026.

120.3 Proposal Documents

Copies of the Request for Proposal (RFP) documents may be obtained at the Parking Department, Intermodal Facility, 950 Elm St, Dubuque, Iowa 52001. The Request for Proposal documents will also be available on the City’s website at www.cityofdubuque.org/bids.aspx. No deposit is required to obtain copies of the Request for Proposal.

120.4 Sales Tax

The Proposer should not include State of Iowa sales tax in its Proposal. A sales tax exemption certificate will be available for all material purchased in Iowa for incorporation into the Mobile License Plate Recognition Enforcement System Project.

120.5 RFP Project Scope Summary

Mobile License Plate Recognition Enforcement System (Mobile LPR) Procurement
Project Code: 4683000005

The City of Dubuque is soliciting competitive sealed proposals from qualified vendors to provide all material, labor, equipment, services and training necessary to furnish and install fully integrated on-line, real-time mobile license plate recognition system. The City is requesting proposals from qualified vendor(s) for an integrated on-line, real-time mobile license plate recognition system.

The system includes:

1. The mobile LPR system includes:
 - a. Cameras
 - b. CMS

- c. MSM System Integration, see separate RFP listed on City of Dubuque website, Pay-by-Plate Multi-Space Parking Meter (PbP MSM) System Procurement, for further information.
 - d. Citation Management System integration
 - e. PbC System integration
 - f. All necessary components and materials for a complete and functioning turnkey LPR system (except the enforcement vehicle) as identified in this RFP.
 - g. (2) owner-supplied motor vehicles to be equipped by contractor.
 - h. Additional spare parts as recommended to provide best combination of value and up-time to the Owner.
2. Integration with existing AIMS parking management systems:
- a. Permit Management
 - b. Citation (Ticket) Management

The City desires to complete metered space upgrades in all downtown on-street parking spaces in 2026 and has capital funding allocated to do so. The City wishes to select a single vendor or vendor team to upgrade our metered space system in all on-street metered spaces, so that is consistent across all facilities. The City requests proposals provide itemized costs, categorized by equipment type and by facility.

Additionally, the City welcomes alternative approaches to equipment financing beyond outright capital purchase.

The content herein represents the minimum components for this project. The proposing entity or entities should describe the means or strategy by which they will satisfy the requested scope of services, or at the proposing entity's or entities' preference, provide an alternative or second additional hybrid strategy that would improve the results of this project. If a hybrid strategy is being recommended by the proposing entity or entities, the proposing entity or entities should detail what processes and methods will be used to make the project better.

120.6 Title VI – Non-Discrimination Clause

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 Proposers 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 Proposals 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.

120.7 Request for Proposal Distribution

On the following date, March 4, 2026, this Notice was posted at the following locations:

- 1. The City of Dubuque Website.

==== END OF SECTION 00120 ====

INSTRUCTIONS TO PROPOSERS

SECTION 00200

200.1 REQUEST FOR PROPOSAL DOCUMENTS

Copies of the RFP Documents may be obtained at the Parking Department, 950 Elm Street, Dubuque, Iowa 52001. The Proposal Documents Manual will also be available on the City's website at www.cityofdubuque.org/bids.aspx. No deposit is required.

200.2 EXAMINATION

Proposers must use complete sets of RFP Documents in preparing Quotes. Proposers must examine the RFP Documents and the project locations to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions that can be determined by examining the RFP Documents and the sites.

200.3 QUESTIONS AND INTERPRETATIONS

Proposers must submit questions about the RFP Documents to the Project Manager in writing or by email only. Replies will be issued to RFP Document holders of record as Addenda to the RFP Drawings and Specifications and will become part of the RFP Documents. Neither City nor a Proposer may rely on oral clarification.

Failure to request clarification will not waive the responsibility of comprehension of the RFP Documents Manual and performance of the work in accordance with the intent of the documents. Signing of the RFP Proposal constitutes an acknowledgement of understanding of the RFP Documents.

For questions concerning this Request for Proposals, please submit your requests to the City's designated Project Manager. The City has made considerable efforts to ensure an accurate representation of information in this RFP. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this RFP must be received on or before 10:00 a.m. CST on April 1, 2026. Any inquiries received after this date will not be answered. When submitting a question please include the appropriate Vendor contact information.

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact other City of Dubuque staff, or any of the Selection Committee members except as expressly authorized by the City's Project Manager identified in this section. Violation of this requirement shall be considered a violation of the RFP rules and be grounds for disqualification of the Vendor's proposal.

Project Manager contact information is as follows:

Joey Lueck
City of Dubuque E-mail: jlueck@cityofdubuque.org
Transportation Department
950 Elm St
Dubuque, IA 52001

200.4 PRODUCT OPTIONS

To obtain approval to use an unspecified product, a Proposer must deliver written requests to the Project Manager at least seven (7) working days before the Proposals are due. Late requests will not be considered. Be sure to clearly describe and indicate the product for which approval is requested and include any data as necessary to demonstrate acceptability of the substitute product. The written request must indicate the section number, page number and line number of the Specification for the product. If the product is acceptable, the Project Manager will approve it in an Addendum.

200.5 INSPECTION OF THE PROJECT SITE

Each Proposer is encouraged visit the project site(s) of the proposed work to fully acquaint itself with the existing conditions relating to the project and must inform itself as to the facilities involved, the difficulties and the restrictions related to the performance of the Proposal Contract. Each Proposer must thoroughly examine and familiarize itself with the specifications and all other RFP Documents. The Vendor by the execution of the Proposal Contract shall in no way be relieved of any obligation under the contract due to Vendor's failure to receive or examine any contract document or to visit the site and acquaint itself with the conditions there existing. City will be justified in rejecting any claim based on facts regarding which the Vendor should have been aware of as a result of its inspection.

200.6 RELEASE OF SITE: SEQUENCE OF WORK

Proposers are referred to the RFP Documents Manual for information regarding the manner in which the project site(s) will be released and made available for equipment installation purposes, and the sequence in which the installation work shall be performed.

200.7 PREPARATION OF PROPOSALS

1. All Proposals must be submitted using the RFP Proposal Fee Form (SECTION 00401) supplied by the City and bound in this RFP Documents Manual. All Proposals are subject to all requirements of the RFP Documents Manual including these INSTRUCTIONS TO PROPOSERS. All Proposals must be regular in every respect and no modifications, exclusions, or special conditions shall be made or included on the RFP Proposal Fee Form by the Proposer.

2. The RFP Proposal and RFP Proposal Fee Form (SECTION 00401) must be enclosed in separate and clearly labeled electronic files.

Proposals for the work comprising this procurement must be filed as stated below:

- Submittal Location: Via email to: jblueck@cityofdubuque.org
- Submittal Copies:
 - 1) Proposals: one electronic PDF file shall be provided.
 - 2) Proposal Fees: one electronic PDF file shall be provided.

- a. THE ELECTRONIC FILE CONTAINING THE RFP PROPOSAL MUST BE LABELED AS FOLLOWS:

Dubuque Mobile LPR Project Proposal – (Proposer Name)

- b. THE ELECTRONIC FILE CONTAINING THE RFP PROPOSAL FEE FORM MUST BE LABELED AS FOLLOWS:

Dubuque Mobile LPR Project Fee – (Proposer Name)

3. Proposals submitted after the date and time for filing proposals as listed in the Proposer Summary (SECTION 00120) shall not be considered and will be returned to the Proposer unopened.

4. The City may reject any irregular or non-responsive Proposal.

5. If the Project is awarded, it will be awarded by the City to the Proposer ranked highest based on the proposal ranking criteria. The Contract for the work will require the completion of project according to the Proposal Documents Manual.

6. Each Proposer must include with their Proposal, in the appropriate spaces provided on the RFP Proposal Fee Form, the proposed Fees of performing said work in compliance with the Proposal Documents Manual including all items of labor, equipment, materials and overhead costs.

200.8 CORRECTIONS

Erasures or other changes in the Proposal or RFP Proposal Fee Form must be explained or noted and initialed by the Proposer.

200.9 TIME FOR RECEIVING PROPOSALS

Proposals received prior to the time of opening will be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived and will distribute them to the RFP review committee, and no Proposal received thereafter will be considered.

200.10 RANKING OF PROPOSALS

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select a Vendor and make a recommendation of Award to the Dubuque City Council in accordance with the rules listed in Attachment A.

200.11 WITHDRAWAL OF PROPOSALS

Proposals (received prior to the time fixed for opening) may be withdrawn on written request by the Vendor.

200.12 PROPOSAL SUBMITTAL INFORMATION

No faxed or printed proposals will be accepted. The proposal must be a document of not more than eighteen (18) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, RFP Proposal Fee Form, dividers and the front and back covers. Any proposals exceeding 18 numbered pages will not be considered. Any and all links will not be reviewed by the Selection Committee.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Vendor's responsibility to ensure that all addendums to this RFP have been received before submitting the proposal.

200.13 VENDOR BACKGROUND INFORMATION FORM

The Vendor Background Information Form (Section 00471) must be submitted within 72 hours of a formal request being made by the RFP Selection Committee. The Form may be submitted to the City by either delivering a hard copy or by email to the Project Manager.

200.14 AWARD OF CONTRACTS AND REJECTION OF PROPOSALS

The Vendor Equipment Contract (SECTION 00500) shall be awarded by the Dubuque City Council. The Vendor to whom the award is made shall be notified at the earliest possible date by a Notice of Award. Failure of a Vendor to provide the Vendor Background Information Form within the period specified in Section 200.13 or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall be grounds for determining a Vendor's Proposal as not responsible, and the City may either award the Contract to another Vendor or re-advertise for Proposals.

200.15 EXECUTION OF VENDOR CONTRACT

1. Within fifteen (15) calendar days after the date of the City's Notice of Award, the successful Vendor shall execute and deliver to the City a Contract (SECTION 00500) in the form included in the Proposal Documents Manual in such number of copies as the City may require.
2. Insurance documents shall be submitted in accordance with SECTION 00700 and must be properly completed prior to execution of the Contract by the City.
3. Iowa Sales Tax Exemption Certificate documents shall be submitted in accordance with SECTION 00750 and must be properly completed prior to execution of the Contract by the City.
4. The successful Vendor shall, within the period specified in Section 00200.14 Paragraph 1 above, also furnish a Contractor's Performance and Maintenance Bond in

the form included in the Proposal Documents Manual and shall bear the same date as, or a date subsequent to, the date of the Contract. The power of attorney for the person who signs for any surety company shall be attached to such Bond.

5. The failure of the successful Vendor to execute such Contract and to supply the required Bond(s), Insurance, and Iowa Sales Tax Exemption Certificate information within fifteen (15) calendar days after the date of City's Notice of Award, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to another Vendor or re-advertise for Proposals.

6. After the Contract, Bonds, Insurance Documents, Sales Tax Exemption Certificate Form and Contractor Background Information Form have been properly provided, the City will execute the contract and issue the Notice to Proceed.

==== END OF SECTION 00200 ====

PROPOSAL FORMAT SECTION 00285

285.1 INFORMATION TO BE INCLUDED IN THE PROPOSAL

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included as they represent the minimum criteria against which the proposal will be evaluated.

A. Letter of Transmittal

Provide a letter of transmittal briefly outlining the Vendor's understanding of the work and list the Project Manager's name, address, office telephone number, mobile telephone number and email address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

B. Table of Contents

The proposal shall contain a table of contents that delineates each section and the corresponding page number.

C. Profile of Firm

Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the Firm in working on similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location(s) of the office from where the work on this project will be performed.

D. Project Capacity/Workload

Discuss the Vendor's ability to integrate this project into their present workload. Include a statement to specify if the Vendor currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with sub-contractors.

E. Scope of Services

Describe the means or strategy by which the Vendor would satisfy the scope of services for the Project as detailed in the project drawings and technical specifications. The Vendor may also choose to submit a second alternative or hybrid strategy with a modified scope of services that would improve the results of the project.

Include a basic work plan that delineates the Vendor's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in this RFP. The Vendor should indicate in the work plan those aspects that are expected to be completed by city staff.

Highlight any parts of the work plan that will reflect the Vendor's unique philosophy or insight regarding the approach to this project and how this approach positively impacts the successful completion of the project.

F. Quality Assurance/Quality Control

As a part of the proposal, specifically describe the quality control process that will be used throughout the project. List the number of hours for each phase that will be dedicated to QA/QC and briefly describe how those hours will be spent. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the project team.

G. Project Team Qualifications

Provide the names for key members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a short summary of their qualifications and experience.

Include a flow chart that shows the communication path between the City and the Vendor. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all sub-contractor staff on the project team flow chart. Describe the major tasks each team member will be working on.

Provide the name and location of other sub-consulting firms that would be used by the Vendor during the project and the approximate percentage and type of work that would be performed by each firm. Summarize the qualifications and experience of all sub-contractor staff working on the project.

In submitting the proposal, the prospective Vendor is representing that each person listed or referenced in the proposal shall be available to perform the services as described.

Provide at least 3 client references (include individual contact names and telephone numbers) for similar projects that have been completed by the Vendor in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the client reference projects.

H. Proposed Project Schedule

Provide a project schedule for each proposed strategy. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

I. Certificate of Insurance

The Vendor should provide a statement indicating that they are able to meet the City's insurance requirements for professional services (SECTION 00700). Submittal of insurance documents as part of this RFP is not required.

J. Understanding of Final Contract Terms

The Proposer should sign the statement in Appendix D that indicates they have read and understand Appendix C – Contract Terms and Conditions and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Vendor must be clearly stated in the submitted proposal.

==== END OF SECTION 00285 ====

PROPOSAL SUBMITTAL CHECKLIST SECTION 00300

300.1 RFP Submittal Check List

Checking your Proposal submittal, before filing, against the following checklist will help prevent minor errors or omissions, which could result in rejection of the Proposal because it is non-responsive.

(1) RFP Proposal Fee Form:

- The proposal must be submitted on the form listed below and provided by the City:
 - RFP PROPOSAL FEE FORM - SECTION 00401
- Acknowledge receipt of all addenda on the RFP Proposal Fee Form (SECTION 00401).
- RFP Proposal Fee Form (SECTION 00401) must be signed by an authorized agent.
- The RFP Proposal Fee Form must not be qualified in any way or contain any disclaimers or special conditions, or the Proposal may be found non-responsive.
- The Proposal should include all points of information listed in Section 00285.
- Submit Section 001100 Mobile LPR Price Proposal Forms in PDF file format as pages included with the RFP Proposal Fee Form (Section 00401).

(2) Submittal of Proposal:

- The Proposal and RFP Proposal Fee Form (SECTION 00401) must be submitted in a separate electronic file labeled as follows:

RFP PROPOSAL MUST BE LABELED AS FOLLOWS:

Dubuque Mobile LPR Project Proposal – (Proposer Name)

THE RFP PROPOSAL FEE FORM MUST BE LABELED AS FOLLOWS:

Dubuque Mobile LPR Project Fee – (Proposer Name)

- And addressed to Location for Filing the Proposal:
 - Via email to: jblueck@cityofdubuque.org
- Sufficient time should be allowed for Proposals to be delivered. Late Proposals will not be considered and will be returned unopened.

==== END OF SECTION 00300 ====

RFP PROPOSAL FEE FORM SECTION 00401

PROJECT: Mobile License Plate Recognition Enforcement System (Mobile LPR)
Procurement

PROPOSAL TO: Office of Parking Department by email to: jlueck@cityofdubuque.org

PROPOSAL FROM:

_____ (Company)
_____ (Street Address)
_____ (City, State, Zip)
_____ (Telephone)

401.1 General

The undersigned Vendor agrees, if the Proposal is accepted, to enter into a Contract with the City, in the form included in the Proposal Documents Manual, to perform and furnish the Work as specified or indicated in the Proposal Documents Manual for the Listed Fee Price and within the timeframe and schedule indicated in the Contract Documents and in accordance with other terms and conditions of the Contract Documents.

401.2 Recitals

In submitting this Proposal Fee Form, Vendor represents, as more fully set forth in the Vendor Equipment Contract, that:

- a. This Proposal Fee will remain subject to acceptance for forty-five (45) calendar days after the day of Proposals being due;
- b. The City has the right to reject this Proposal and to waive any informalities in the Proposal or Proposal Fee;
- c. Proposer will sign and submit the Vendor Equipment Contract with the Bond and other documents required by the Contract Documents within fifteen (15) calendar days after the date of City's Notice of Award;

The Vendor hereby certifies that they are the only person or persons interested in this proposal as principals; that an examination has been made of the specifications, contract form, including the special provisions contained herein, and the work site, and the Vendor understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands that all quantities of work, whether increased or decreased, are to be performed at the lump sum price as stipulated herein; the Vendor proposes to furnish all necessary machinery, equipment, tools, labor and other

means of installation, and to furnish all materials specified in the manner and time prescribed and to do the work at the prices herein set out.

401.3 Vendor's Acknowledgment

In submitting this Proposal this Vendor acknowledges and represents that:

- 1) Vendor has examined copies of all the Contract Documents;
- 2) Vendor has researched the Place of Work and become familiar with the general, local, and site conditions;
- 3) Vendor is familiar with Federal, State, and local laws, ordinances and regulations that govern the work specified by the Contract Documents;
- 4) Vendor has correlated the information known to the Vendor, observations obtained from the examination of the site, reports and drawings identified in the Contract Documents and additional investigations, explorations, tests, studies and data within the Contract Documents;
- 5) This Vendor is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation; Vendor has not directly or indirectly induced or solicited another Vendor to submit a false or sham Proposal; Vendor has not solicited or induced a person, firm or corporation to refrain from submitting a Proposal; and Vendor has not sought by collusion to obtain for itself an advantage over another Proposer or over City;
- 6) Local and State sales and use taxes are not included in the Proposal Amount.

401.4 Project Total Amount

Vendor will complete the work in accordance with the Contract Documents for the following:

Project Total Amount \$_____ (figures)

_____ (use words)

Any written exclusions on the RFP Proposal Fee Form may render the Proposal as nonresponsive and may result in rejection by the City.

401.5 Timeliness

Vendor agrees that the work shall be Substantially Complete and made ready for final payment in accordance with Contract Documents no later than the date(s) indicated in Section 00800 – Project Schedule and Agreed Cost of Delay.

401.6 Documents To Be Submitted To Respond to this RFP

The following documents are included and made a condition of this Proposal:

1) The Proposal:

The proposal should address all points outlined in this RFP excluding any cost information. The proposal should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's capabilities that satisfy the requirements of this RFP.

2) The RFP Proposal Fee Form:

Accompanying the Proposal, this RFP Proposal Fee Form shall be submitted in a separate electronic file which identifies the component costs of the total fee amount.

401.7 Document Submittal Requirements by Vendor

The Vendor must submit the Vendor Background Information Form (Section 00471) to the Project Manager within 72 hours after formal request by the RFP Review Committee. Failure to submit the Vendor Background Information Form by the required deadline may be considered justification for the City to determine the Vendor as not responsible.

401.8 Contract Execution

The Vendor further agrees to execute a formal Contract and Bond, within fifteen (15) calendar days after the date of the City's Notice of Award. The Vendor also agrees it will commence work on or before ten (10) calendar days after the date of City's Notice to Proceed, and it will complete the work within the specified contract period or pay the Agreed Cost of Delay stipulated in the Contract Documents.

401.9 Questions and Interpretations

Failure by the Proposer to request clarification of the Contract Documents during the RFP Proposal process does not waive the responsibility for comprehension of the documents and performance of the work in accordance with the Contract Documents. Signing of the RFP Proposal Fee Form constitutes the Vendor's certification as implicitly denoting thorough comprehension of intent of the Contract Documents.

401.10 Addenda

The Vendor acknowledges receipt of the following addenda:

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

401.11 Signatures

Vendor:

Vendor Name

Dated: _____

Street (Business Location)

City

State

Zip

Signature

Dated: _____

Title

==== END OF SECTION 00401 ====

VENDOR BACKGROUND INFORMATION – SMALL CONTRACTS SECTION 00471

VENDOR BACKGROUND INFORMATION FOR SMALL CONTRACTS (Between \$25,000 and \$3,000,000)

Upon request of the RFP Review Committee, the Vendor must submit the Vendor Background Information Form to the Project Manager within 72 hours after the request is made. Failure to submit the Vendor Background Information Form by the required deadline may be considered justification for the City to determine the Vendor as not responsible.

All questions must be answered clearly and comprehensively. If necessary, questions may be answered on separate attached sheets. The Vendor may submit any additional information that it deems necessary.

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. VENDOR'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

3. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

President: _____

Vice President(s): _____

Treasurer: _____

Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner(s): _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

☐ OTHER

State of Organization: _____

Name of Organization: _____

Form of Organization: _____

Date of Organization: _____

Principal:

Name: _____

Title: _____

Address: _____

A. How many years has your organization been in business as a parking vendor?

_____ years.

B. How many years have you been engaged in the parking business under your present firm or trade name?

_____ years.

C. Under what other or former names does or has your organization operated?

4. CERTIFICATIONS:

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other: _____

5. BONDING INFORMATION:

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

6. EQUIPMENT INSTALLATION EXPERIENCE:

A. Current Experience:

List on ***Schedule A*** all uncompleted projects currently under contract.

B. Previous Experience:

List on **Schedule B** at least three (3) projects completed within the last three (3) years that had a similar scope of work.

Do you have direct related project experience? If NO, direct related project experience, add an Attachment that explain how you intend to complete the contract.

☐ NO ☐ YES

In the past eight (8) years has the firm listed in Section 1 ever failed to complete an equipment installation contract awarded to it? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Have you ever been found not to be a responsible Vendor by a municipality? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

In the past eight (8) years has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a parking equipment installation contract awarded to them in their name or when acting as a principal of another entity? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Are there any judgments, claims, disputes or litigation pending or outstanding with an individual value greater than \$200,000 involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)? If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☐ NO ☐ YES

Have you ever been declared in default under a performance Bond in the last five (5) years? If YES, add an Attachment that provides details of the circumstances and include the name and contact person of the owner(s) of the project and the contact person at the surety/Bonding company.

☐ NO ☐ YES

Are you currently being investigated for or have previously violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, the Employee Retirement Insurance Security Act, Title VI of the Civil Rights Act of 1964, The Fair Labor Standards Act? If YES, add an Attachment that provides details of the circumstances and explain.

☐ NO ☐ YES

7. SAFETY PROGRAM:

Name of Equipment Installation Vendor's Lead Safety Officer: _____

Name of Equipment Installation Vendor's Safety

Officer assigned to this project: _____

Include the following as attachments:

A. Provide as an Attachment Vendor's OSHA **No. 300- Log & Summary of Occupational Injuries & Illnesses** for the past 2 years. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

B. Provide as an Attachment Vendor's list of **all OSHA Citations & Notifications of Penalty** (monetary or other) received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

C. Provide as an Attachment Vendor's **list of all safety citations or violations under any state** all received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount.

D. Provide the following for the firm listed in Section 3 (attach additional sheets as necessary) the following (Vendor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total proposal amount:

Workers' compensation Experience Modification Rate (EMR) for the last 2 years:

YEAR _____ EMR _____

YEAR _____ EMR _____

Total Recordable Frequency Rate (TRFR) for the last 2 years:

YEAR _____ TRFR _____

YEAR _____ TRFR _____

Total Number of Hours Worked (TNHW) for the last 2 Years:

YEAR _____ TNHW _____

YEAR _____ TNHW _____

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE CITY OF DUBUQUE MAY RELY ON THE INFORMATION PROVIDED.

NAME OF ORGANIZATION: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS:

1. Schedule A (Current Experience).

2. Schedule B (Previous Experience).
3. Evidence of authority for individuals listed in Section 3 to bind organization to a Contract.
4. Resumes of officers and key individuals (including Safety Officer) of Company named in Section 1.
5. Required safety program submittals listed in Section 7.
6. Additional items as needed to complete background information request.

SCHEDULE A

PROJECTS CURRENTLY UNDER CONTRACT

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

SCHEDULE A

PROJECTS CURRENTLY UNDER CONTRACT

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

SCHEDULE B

PREVIOUS EXPERIENCE (List projects that fulfill the requirements of Section 6B)

Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:
Project Name:	
Project Information	
Project Type:	
Contract Start Date:	Contract End Date:
Percent Complete:	Contract Amount:

==== END OF SECTION 00471 ====

VENDOR EQUIPMENT CONTRACT SECTION 00500

PROJECT: Mobile License Plate Recognition Enforcement System (Mobile LPR)
Procurement

THIS EQUIPMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the _____ day of _____, 20____ between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and by _____
(Vendor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

To furnish all material and equipment and to perform all labor necessary for the

1. Mobile License Plate Recognition Enforcement (Mobile LPR) Procurement Project (Project).

2. CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. Project Title Page.
2. Project Directory Page (Section 00101).
3. This Vendor Equipment Contract (Section 00500).
4. Performance and Maintenance Bond (Section 00600).
5. The Iowa Statewide Urban Design And Specifications (SUDAS) 2026 Edition.
6. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
7. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
8. Technical Specifications and Special Provisions included in the Document Manual.
9. Mobile License Plate Recognition Enforcement System (SECTION 111248).
10. Addenda (numbers ____ to ____, inclusive).
11. Insurance Provisions and Requirements (Section 00700).
12. Sales Tax Exemption Certificate (Section 00750).
13. Project Schedule and Agreed Cost of Delay (Section 00800).
14. Other Project Information and Permits (Sections 01100 and Appendixes).

15. Exhibits to this Contract (enumerated as follows):
 - a. Vendors RFP Proposal Fee Form (pages ____ to ____ inclusive).
 - b. The following documentation that must be submitted by Vendor prior to Notice of Award.
 - i. Vendor Background Information Form (Section 00471)
 - ii. _____
16. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (Section 00850).
 - b. 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 Vendor 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 Vendor 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 Vendor.
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 Vendor 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 Vendor 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 Vendor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Vendor must fully complete the Project under this Contract on or before the date indicated in the Project Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Vendor 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 Proposal, or with any public officer, whereby it has paid or is to pay any other Vendor 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 Vendor 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 Vendor 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). Vendor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

14. 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 Vendor 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 Vendor's RFP Proposal Fee Form and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ _____

CITY OF DUBUQUE, IOWA:

By: _____
Department

Signature

Printed Name

Title

Date

VENDOR:

By: _____
Vendor

Signature

Printed Name

Title

Date

==== END OF SECTION 00500 ====

PERFORMANCE AND MAINTENANCE BOND SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, _____,
as Principal (hereinafter the "Vendor" or "Principal")
and _____,
as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee
(hereinafter referred to as "Owner"), and to all persons who may be injured by any
breach of any of the conditions of this Bond in the penal sum of
_____ dollars
(\$ _____), lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and
assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Vendor entered into
a contract with the Owner, bearing date the _____ day of _____,
2026, (hereinafter the "Contract") wherein said Vendor 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 Mobile License Plate Recognition
Enforcement System (Mobile LPR) Procurement Project detail the following described
improvements:

Mobile License Plate Recognition Enforcement System (Mobile LPR)
Procurement

The City of Dubuque is soliciting competitive sealed proposals from qualified
vendors to provide all material, labor, equipment, services and training necessary
to furnish and install fully integrated on-line, real-time mobile license plate
recognition system. The City is requesting proposals from qualified vendor(s) for
an integrated on-line, real-time mobile license plate recognition system.

The system includes:

1. The mobile LPR system includes:
 - a. Cameras
 - b. CMS
 - c. MSM System Integration
 - d. Citation Management System integration

- e. PbC System integration
 - f. All necessary components and materials for a complete and functioning turnkey LPR system (except the enforcement vehicle) as identified in this RFP.
 - g. (2) owner-supplied motor vehicles to be equipped by contractor.
 - h. Additional spare parts as recommended to provide best combination of value and up-time to the Owner.
2. Integration with existing AIMS parking management systems:
- a. Permit Management
 - b. Citation (Ticket) Management

It is expressly understood and agreed by the Vendor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Vendor and Surety, to-wit:

1. **PERFORMANCE:** The Vendor 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 Vendor's default of failure to perform as required. The Vendor 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. **MAINTENANCE:** The Vendor 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 Vendor's and Surety's failure to remedy any defect as required by this section.

Vendor'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 Vendor 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 Vendor.

The Vendor 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 Vendor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Vendor'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 Vendor or Surety should have provided the defense, or in the enforcement of the promises given by the Vendor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Vendor and Surety in this Bond, the Vendor 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 Vendor 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 Vendor or whether Vendor 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 _____, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Vendor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

INSURANCE PROVISIONS AND REQUIREMENTS

SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Vendors, Subcontractors or Sub Subcontractors

Insurance Schedule F

Class A:

Asbestos Removal	Fiber Optics	Roofing
Asphalt Paving	Fire Protection	Sanitary Sewers
Concrete	Fireproofing	Sheet Metal
Construction Managers	General Contractors	Site Utilities
Cranes	HVAC	Shoring
Culverts	Mechanical	Special Construction
Decking	Paving & Surfacing	Steel
Demolition	Parking Gate Equipment	Storm Sewers
Deconstruction	Piles & Caissons	Structural Steel
Earthwork	Plumbing	Trails
Electrical	Retaining Walls	Tunneling
Elevators	Reinforcement	Water Main

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

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 and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 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. 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 Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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.

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.

F) 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.

G) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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.

F) 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 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.**

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)

OR

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 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

Schedule F, General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors January 2023

==== END OF SECTION 00700 ====

SALES AND USE TAX EXEMPTION CERTIFICATE SECTION 00750

The City of Dubuque, as a designated exempt entity awarding equipment contracts, will issue special exemption certificates to Vendors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials and equipment to consume materials in the performance of a project without owing tax on the fabricated cost of those materials or equipment.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Vendor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the equipment, materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Vendor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Vendor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES
FOR VENDORS & SUBCONTRACTORS**

Submitting Department: Transportation

Department Contact: Joey Lueck

Project CIP Number(s): 4683000005

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved Vendor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Vendor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Mobile License Plate Recognition Enforcement System (Mobile LPR) Procurement
---------------	--

Project Description:	Provide all material, labor, equipment, services and training necessary to furnish and install fully integrated on-line, real-time mobile license plate recognition system.
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Start Date:	June 29, 2026
-------------	---------------

Final Completion Date:	July 29, 2026
------------------------	---------------

1. General Prime Vendor:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

4. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

5. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

6. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

7. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

8. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

9. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

10. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

11. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

12. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

13. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

==== END OF SECTION 00750 ====

PROJECT SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Substantially Complete by July 15, 2026 and Finally Complete by July 29, 2026.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Vendor, which in the City's opinion, would justify such.

Should the Vendor, or in case of default the Surety, fail to complete the work within the specified Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Vendor or the Vendor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the Vendor will be assessed and shall pay, \$700.00 per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.
- B. For each calendar day that any work remains uncompleted beyond the Final Completion date the Vendor will be assessed and shall pay, \$500.00 per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

Permitting the Vendor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Vendor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Vendor, and final payment will be withheld from the Vendor until payment has been made of this invoice for the agreed cost of delay. The Vendor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Vendor.

==== END OF SECTION 00800 ====



City of Dubuque
Parking Department
950 Elm Street
Dubuque, IA 52001
(563) 589-4228

NOTICE TO PROCEED SECTION 00850

TO: VENDOR NAME
ADDRESS
CITY, STATE ZIP

ISSUE DATE: _____

COMMENCEMENT DATE: _____

(INSERT DATE = 10 DAYS FROM ISSUING NOTICE TO PROCEED)

PROJECT: Mobile License Plate Recognition Enforcement System (Mobile LPR) Procurement Project

Dear _____:

You are hereby notified to commence the work on the Project, on or before the commencement date, in accordance with the Contract Documents. The Contract Time shall begin to run on the commencement date.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

THE CITY HAS RECEIVED A COPY
OF THE CONTRACTOR'S WRITTEN
SAFETY PROGRAM

☐

YES

CITY OF DUBUQUE, IOWA

By: _____
(Signature)

(Name)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 2026.

PRINCIPAL:

(Vendor)

By: _____
(Signature)

(Name)

(Title)

==== END OF SECTION 00850 ====

Mobile License
Plate Recognition
Enforcement (Mobile LPR)
System Procurement



Request for Proposal (RFP)

March 4, 2026

MOBILE LPR PRICE PROPOSAL FORMS SECTION 01100

**City of Dubuque Iowa
Mobile LPR**

Price Proposal Form

SUMMARY

MOBILE LPR HARDWARE

Mobile LPR	\$	-
MOBILE LPR HARDWARE SUBTOTAL	\$	-

SOFTWARE, INTERFACES AND INTEGRATIONS

Software	\$	-
Integrations and Interfaces	\$	-
MOBILE LPR SOFTWARE, INTERFACES AND INTEGRATIONS SUBTOTAL	\$	-

CONSUMABLES AND SERVICES

Consumables (Tickets, Receipts, etc.)	\$	-
Services (Design, Installation, Project Management, etc.)	\$	-
CONSUMABLES AND SERVICES SUBTOTAL	\$	-

PROJECT TOTAL \$ -

RECURRING FEES

	Annual Cost	
Post-Warranty Maintenance M-LPR - Year 1	\$	-
Post-Warranty Maintenance M-LPR - Year 2	\$	-
Post-Warranty Maintenance M-LPR - Year 3	\$	-
Post-Warranty Maintenance M-LPR - Year 4	\$	-
Post-Warranty Maintenance M-LPR - Year 5	\$	-
Post-Warranty Maintenance M-LPR - Year 6	\$	-
Post-Warranty Maintenance M-LPR - Year 7	\$	-
Post-Warranty Maintenance M-LPR - Year 8	\$	-
Recurring Fees	\$	-

City of Dubuque Iowa
Mobile LPR System
Price Proposal Form

Item	Cost			Comments
Mobile LPR Equipment	Quantity	Unit Cost	Extension	<i>Quantities as required for complete system</i>
Complete Mobile LPR System	0	\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
<i>[additional items]</i>		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Mobile LPR Equipment Subtotal:			\$ -	

Price Proposal Form

Item	Cost			Comments
Software	Quantity	Unit Cost	Extension	<i>Quantities as required for complete system</i>
Software (if any)	0	\$ -	\$ -	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Software Subtotal:			\$ -	
Integrations and Interfaces	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Integrations and Interfaces Subtotal:			\$ -	

City of Dubuque Iowa
Mobile LPR System

Price Proposal Form

CONSUMABLES, SERVICES AND RECURRING FEES

Item		Cost			Comments
Consumables		Quantity	Unit Cost	Extension	
List if any		0	\$ -	\$ -	
		0	\$ -	\$ -	
[additional items]		0	\$ -	\$ -	
		0	\$ -	\$ -	
Consumables Subtotal:				\$ -	
Services		Quantity	Unit Cost	Extension	
Design Coordination		0	\$ -	\$ -	
Installation		0	\$ -	\$ -	
Project Management		0	\$ -	\$ -	
Mobilization		0	\$ -	\$ -	
Bonding		0	\$ -	\$ -	
Training		0	\$ -	\$ -	
Acceptance Testing		0	\$ -	\$ -	
Final System Operational Testing -30 day		0	\$ -	\$ -	
Local Storage facility		0	\$ -	\$ -	
Freight		0	\$ -	\$ -	
Warranty		0	\$ -	\$ -	
Sub-Contractor-1 [Describe]		0	\$ -	\$ -	
Sub-Contractor-2 [Describe]		0	\$ -	\$ -	
Sub-Contractor-3 [Describe]		0	\$ -	\$ -	
[additional items]		0	\$ -	\$ -	
Services Subtotal:				\$ -	

City of Dubuque Iowa
Mobile LPR System

Price Proposal Form

WARRANTY/POST-WARRANTY MAINTENANCE

Service Position	Cost	Comments
WARRANTY HOURLY SERVICE RATES	Hourly Service Rate	<i>For non-warranty service</i>
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	

POST-WARRANTY MAINTENANCE HOURLY SERVICE RATES	Hourly Service Rate	
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	

POST-WARRANTY MAINTENANCE Mobile LPRs (YEARS 3-10)	Annual Cost	
Year 1	\$ -	
Year 2	\$ -	
Year 3	\$ -	
Year 4	\$ -	
Year 5	\$ -	
Year 6	\$ -	
Year 7	\$ -	
Year 8	\$ -	

City of Dubuque Iowa
Mobile LPR System

Price Proposal Form

ALTERNATE BID ITEMS

Item	Cost			Comments
Hardware	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
Software/Third Party Applications	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	

MOBILE LICENSE PLATE RECOGNITION ENFORCEMENT SYSTEM SECTION 111248

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Instructions to Proposers

B. Price Form

C. Vendor Compliance Form

1.2 REFERENCES

A. List of Abbreviations:

1. AKA Also Known As
2. BOLO Be on the Lookout
3. CMS Central Management System
4. ID Identification
5. OCR Optical Character Recognition
6. MSM Multi-Space Meter
7. LPR License Plate Recognition
8. PC Personal Computer
9. PbC Pay by Cell
10. PbP Pay-by-Plate
11. PEO Parking Enforcement Officer
12. RH Relative Humidity
13. RAM Random Access Memory
14. RMA Return Merchandise Authorization
15. SSM Single-Space Meter

1.3 SUMMARY

A. Provide all material, labor, equipment, services and training necessary to furnish and install fully integrated on-line, real-time mobile license plate recognition system functioning as described herein.

B. System Description

1. The mobile LPR system includes:

- a. Cameras
- b. CMS
- c. MSM System Integration
- d. Citation Management System integration
- e. PbC System integration
- f. All necessary components and materials for a complete and functioning turnkey LPR system (except the enforcement vehicle) as identified in this RFP.
- g. (2) owner-supplied motor vehicles to be equipped by contractor.
- h. Additional spare parts as recommended to provide best combination of value and up-time to the Owner.

2. Integration with existing AIMS parking management systems:

- a. Permit Management

b. Citation (Ticket) Management

1.4 DESIGN CRITERIA

A. LPR System Performance

1. Achieve a capture rate of 98% for all non-exception vehicles, as defined in this section, meaning that 98% of all license plates within range of being read by the LPR cameras are identified as license plates for the sake of reading and recording each plate's characters.
2. Achieve an N Factor rating of 92%, meaning that the LPR system reads all captured license plate characters, exclusive of stacked characters, correctly, 92 percent (92%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR system, are counted against the read accuracy (i.e. if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N read, the system reads the LPN "ABC123" exactly). Additional characters added before or after the license plate characters count against the read rate. (i.e., "1ABC123" does not constitute an N read).
3. Achieve an N-1 Factor rating of 96%, meaning that the LPR system reads all but one license plate character, exclusive of stacked characters, correctly, 96 percent (96%) of the time for all non-exception vehicles as defined within this section.
4. Achieve an N-2 Factor rating of 98%, meaning that the LPR system reads all but two license plate character, exclusive of stacked characters, correctly, 96 percent (98%) of the time for all non-exception vehicles as defined within this section.
5. Exception vehicles do not count against the accuracy of the LPR system. For the purposes of the LPR performance requirements an exception vehicle is defined as:
 - a. Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
 - b. Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - c. Vehicles with no license plate.
 - d. Vehicles with temporary cardboard (non-reflective) "Dealer Plates."
 - e. Motorcycles.
6. Provide a means, subject to approval by the City, to remotely score the LPR system to ensure it meets the performance requirements. Provide all software needed to test the LPR system's performance, downloadable to a standalone PC used for testing.

B. Fully operational regardless of extreme weather such as heat, sun, rain, ice, snow, freezing rain, etc.

C. Operating temperature range of -30 to +55 Celsius and to 95% RH.

1.5 PRICE REQUIREMENTS:

A. Price includes the provision of all material, labor, equipment, and services necessary to furnish and install fully integrated mobile LPR system as outlined herein.

B. Add Alternative: Provide pricing for Maintenance, Service, and Parts Contract after oneyear warranty:

1. A separate contract awarded for Maintenance, Service and parts that would commence with expiration of one-year warranty period.

2. Provide annual pricing for five (5) years after initial one-year warranty period.

C. Substantial Completion: A certificate of substantial completion will be provided when the following requirements have been satisfied:

1. All systems, features and communications, have passed the SAT per Section 3.2 of this document.

2. All spare parts, stock material and manuals are on site and have been approved.

3. All test checklists, documentation and training has been completed.

D. Final Acceptance: Final acceptance will occur upon satisfactory completion of all work, tests, demonstrations and training specified herein as well as successful completion of sixty-day operational test per Section 3.2 of this document.

1.6 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Distribute to the appropriate parties any installation diagrams, details, and templates for setting, anchoring and/or mounting meters.

2. Coordinate interfaces with any other systems by others, including but not limited to Local Area Network, MSM/SSM/PbC vendors, etc.

1.7 PROPOSAL SUBMITTALS - TO BE INCLUDED WITH RESPONSE

A. Price Form:

1. Total system cost (design, manufacture, shipping, installation, training, commissioning, etc.).
City of Dubuque, IA Draft Construction Documents

2. Include per unit cost of each component.

3. Include any and all recurring fees.

4. Include recommended spare parts to be kept on-site.

B. Product Data:

1. Product description for each component including the following:

- a. Detail of user interface.

- b. Operating temperature and humidity ranges.

- c. Camera housing materials.

- d. Photos of installed system, including and identifying base products and options.

- e. Installation and mounting requirements.

- f. List of modular components that may be replaced by hand.

- g. List of components that require tools for replacement, and identify which tools are required.

2. RMA process and procedures.

3. Description of the CMS software, including the following:
 - a. Configuration diagram.
 - b. Software platforms and programming language.
 - c. Communication protocol, polling procedures and transaction message flow from peripheral devices to and through CMS.
 - d. Describe how data and license plate images are transferred in real time.
 - e. Describe the minimum, maximum, and average amount of time in seconds the system will take to transmit and receive images and data, including what parameters or conditions will affect transmission times and what percentage of each type of transmission can be expected to be transmitted within the average transmission time.
 - f. Describe any file limitations in downloading, sending and storing license plate images.
 - g. Communication failure/error identification and recovery.
 - h. Fault tolerance.
 - i. Back-up procedures.
 - j. Data storage and retrieval procedures.
4. Description of LPR paid parking and time-limit enforcement sequence.
5. Description of non-license plate time-limit sequence.
6. Sample screenshots, databases and reports:
 - a. Screenshots of dashboards.
 - b. License plate images.
 - c. Databases.
 - d. Enforcement reports.
 - e. Statistical reports.

C. Spare Parts

1. Provide a list of recommended spare parts and associated pricing.
2. Provide a list of all spare parts including:
 - a. Part name.
 - b. Part number.
 - c. Unit price.
 - d. RMA process and procedures.

D. Exceptions and Substitutions:

1. Complete and submit an all-inclusive Specification Exception List (including substitutions), identifying any substantive non-compliance with specification requirements.
2. Substitutions: It is recognized that there are variations in equipment between manufacturers. Where functional performance, features or quality of system varies materially from that specified, submit a Request for Substitution identifying substitution being proposed. This submittal may be accompanied by catalog sheets, brochures, and technical specifications of the proposed system.

E. Installation Schedule: Detailed schedule of project requirements including milestones for delivery, installation, training, and testing. Milestones include special project requirements related to coordination with work by others and phasing.

F. List manufacturer of each primary component of system.

G. If cellular communication technology is proposed to be provided by the contractor, provide the following submittals with the proposal:

1. Underlying technology proposed, i.e. 4G LTE, 5G, 5G UWB, etc.
2. Cut sheet(s) of the cellular components.
3. Monthly service cost per line of service and in total.
4. Expected end-of-service date of the cellular components based on known carrier sunset dates for the proposed technology. If no sunset dates are known, include a statement indicating such.
5. A complete list of carriers compatible with the proposed cellular technology

H. Contractor's detailed plan to provide a cellular site survey and carrier selection or recommendation. Cellular site survey will be required after contract award.

I. Contractor Information

1. Provide the following information:
 - a. Name of company.
 - b. Brief company overview including a description of the company structure, and a statement on whether the company is a private or public entity
 - c. Years in business.
 - d. Number of employees.
 - e. Annual sales volume.
 - f. Name and contact information (address, email, and phone number) of Principals and/or Local Contacts.
2. Provide a list of any subcontractors, their business address, and a brief summary of their role in the project.
3. Provide the name, location, and contact information of the nearest authorized service center for maintenance and repairs.
4. Proven ability to provide installation and/or service and support after installation, meeting minimum requirements as specified herein.
5. Continuously worked with equipment manufacturer, including providing installations and/or service, for minimum of three (3) years.
6. Approved in writing by manufacturer.
7. Documentation of manufacturer's installation and/or service training within previous two (2) years.
8. Similar system installed in three (3) or more municipalities of similar size and complexity. Provide the following for each installation:
 - a. Name of project.

- b. Location.
- c. Contact name, telephone number and email address.
- d. Date of installation.
- e. Description of equipment and quantities.

J. Manufacturer's Qualifications (if not the Contractor): Provide documentation:

1. In continuous operations for previous five (5) years.
2. Description of the manufacturer's presence in the region.
3. Similar system and system integration installed in three (3) or more municipalities of similar size and complexity. Provide the following for each installation:
 - a. Name of project.
 - b. Location.
 - c. Contact name, telephone number and email address.
 - d. Date of installation.
 - e. Description of equipment and quantities.

K. Warranty:

1. Submit copy of warranty (per Section 1.10 of this document) and explanation of any instances which may impact warranty coverage. Note that a two-year warranty is required.
2. Submit RMA procedures.

1.8 INFORMATIONAL AND CLOSEOUT SUBMITTALS

A. All submittal approvals, comments and rejections will be returned to the Contractor by the Owner's designated representative with requests for resubmittal as appropriate. Resubmit as required until submittal is approved by the Owner's designated representative.

B. Operating Documentation: Prior to initiation of field test and training, deliver two hard copies and one electronic copy of operations manuals, maintenance, and administration manuals.

C. Copies of all licenses, registrations, documentation, disks and other media as may have been included with those commercially available software packages provided with system. In addition, ensure that all licenses, registrations and warranties have been transferred to Owner prior to final software turnover.

D. At least 30 days prior to scheduled training sessions, deliver a Training Plan. Include at a minimum, a description of all training courses including identification of instructional outcome, duration of course, and type of presentations.

E. Testing Plan and Documentation: Provide a test plan for review and approval by Owner or Owner's authorized representative 30 days prior to start of first test. Include demonstrations of compliance with specifications, contractual compliance, disaster recovery testing and documentation, definitions of all test objectives, participant responsibilities, documentation for tests, and procedures for dealing with failures during test.

F. If the system requires a connection to the public internet via a fixed or cellular connection, provide a cellular site survey along with methodology for selection or recommendation of carrier. Contractor is

expected to do all required cellular signal strength measurements and determine ideal modem and/or antenna placement. Owner has no responsibility to ensure adequate cellular signal strength.

G. Contractor is responsible for all permits and licenses and compliance with all codes and regulations.

1.9 QUALITY ASSURANCE

A. All components and installation to comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.

B. Open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.

C. All materials and equipment listed, labeled, or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL) standards, where test standards have been established.

1. Equipment and materials which are not covered by UL Standards may be considered, provided equipment and material is listed, labeled, certified, or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.

2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance includes certified test reports and definitive product data.

D. Equipment housings, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) will meet or exceed NEMA 3SX or IP54 standards to be moisture-proof and provide sufficient protection so that the components continue to function without moisture, dust, particle, heat, or cold-related interruption. Components that do not meet NEMA 3SX or IP54 standards or better may be considered if implemented with supplemental environmental controls to sufficiently protect equipment.

1.10 WARRANTY

A. General: Equipment and installation (100% parts and labor) for two (2) years from date of final acceptance by Owner or Owner's Representative. System maintained and serviced against any and all malfunctions due to manufacturing or installation defects at no cost to Owner during warranty period, including preventive maintenance per manufacturer's recommendations or as necessary to keep equipment in good working order. Software support provided during warranty period to include all software upgrades at no additional cost to Owner.

1. Warranty period commences after Contractor has demonstrated satisfactory performance of system as specified in the Acceptance Testing Plan.

2. Maintain a log of all maintenance, preventive maintenance and repair work performed under warranty and provide to Owner or Owner's Representative at end of warranty period.

B. Warranty response period:

1. Immediate telephone support available from 8:00 am – 5:00 pm, local time, Monday-Friday.
2. On-site response by qualified service technician within 48 hours, excluding weekends and holiday.

C. If Contractor is not available for above response, Owner or Owner's Representative may affect repairs with no impact on warranty. Pre-qualify appropriate Owner or Owner's Representative to perform repairs and identify types of repair each trained individual is qualified to perform after training of Owner personnel.

D. Replace items taken from spare parts inventory during warranty period at no additional cost to Owner.

E. Preventative Maintenance Service during the Warranty Period:

1. Provide preventative maintenance services for all systems throughout the warranty period. Preventative maintenance procedures and frequencies are defined within the Manufacturer's recommended maintenance procedures manual.

2. Preventative maintenance services include but are not limited to inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, communication system maintenance, server administration and database administration of the hardware provided as part of this project by the Contractor.

3. Perform all preventative maintenance at non-peak periods during regular business hours.

F. Software Support during the Warranty Period:

1. Make available to the Owner normal software improvement releases (updates) as they become available at no additional cost to the Owner.

2. Provide all software patches and updates free of charge during the warranty period; however, the Owner has right of refusal.

3. Seven (7) calendar days prior to all software modifications, patches, updates, and upgrades, provide accurate and complete documentation that describes:

- a. Patch/update release designation.
- b. Proposed date and time of implementation.
- c. Detailed description of what the patch/update accomplishes.
- d. Test plan that shows the change has been successfully tested and has passed internal unit, end-to-end testing.
- e. Full disaster recovery procedures that return the system to its prepatch/update condition

4. Provide operating system support and database administration services including adherence to the recommended operating system patches and updates as they are made commercially available by the operating system developer.

5. Coordinate the testing and implementation of all patches and updates with the Owner.

6. Support upgrades to the application based on operating system patch and upgrade requirements. For example, if run on a Microsoft operating system, the software can be

patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.

7. If at any time the Contractor ceases to do business or ceases to make the software product commercially available, the Owner will assume full ownership of the software. Thirty days prior to ceasing to do business, the Contractor will provide the most current version of the software source code to the Owner.

8. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

1.11 DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

A. Contractor is responsible for insuring all shipped items. Any items damaged during shipping will be replaced and shipped to the project site, by expedited means if requested, at no additional cost to the Owner.

B. Owner will provide a designated storage/staging area for equipment that has not been installed. Location to be determined after contract award.

C. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. Contractor will replace the equipment at no additional cost to the Owner.

D. Deliver equipment to site in manufacturer's original containers to prevent damage and marked for easy identification.

PART 2 – PRODUCTS

2.1 CENTRAL MANAGEMENT SYSTEM

A. Microprocessor controlled, in on-line, virtual real-time communication. In event of failure during communication, an error-checking and recovery routine is employed to prevent corruption of data.

B. Hosted system, capable of operating with proper user ID and password, to all authorized users.

1. Provide continual software updates at no additional fees for the life of the contract.

2. Maintain a secure connection while active, and automatically log-off after programmable period of inactivity.

3. Remote access to CMS over standard TCP/IP connection (may use web browserbased applications).

4. Browser-based user-interface modules utilize client/server technology or equivalent. The following general requirements apply to all components or modules:

a. Windows-based graphical user interface.

b. Allow for both standard and custom report formats.

c. Adequate security to allow for different classifications of users.

5. System back-up in less than three hours.

6. Provide any and all updates to the CMS at no additional cost to the Owner for the life of any contract.

C. Accurately enforce/match scanned vehicle license plates to data files such as:

1. PbP meter payments.
2. PbC parking payments.
3. Permit vehicles.
4. No parking zones.
5. Tow, boot or seizure eligible registrations.
6. City, state, and federal stolen vehicle license plates.
7. Previously scanned vehicles for time limit violations.
8. Authorized "white list" vehicle license plates.
9. BOLO vehicle license plates.

D. Ability to identify moved and re-parked vehicles or time limit parking via "electronic chalking".

E. Ability to provide security features so that a vehicle identified as a scofflaw cannot be bypassed without corrective action or supervisory authorization. Note: This is not desired presently but should be available in the future at no additional cost.

F. Capable of duration of stay and turnover analysis.

G. Ability to schedule updates (i.e., hot lists).

H. Provide mapping functions with zones for location identification and rules.

I. Maximum response time for data retrieval (i.e., query against "hit" file on hand-held): Four (4) seconds.

J. Trunk mounted processor.

K. Intelligent Power Supply Unit for ignition start-up and shut down.

L. Color touch screen

1. Display license plates scanned
2. Audible and visual alerts of license plates which are in violation or otherwise identified as scofflaws.

M. Provide the capability for supervisors to perform field audits.

N. Provide for remote access to the management features of the system from designated workstations for authorized supervisors.

O. Ability of real time system updating to the boot and tow system (i.e., location of vehicle booted, vehicle color and make, boot number) and any and all information necessary to complete a boot record by wireless cell card or some other wireless system. Note: This is not desired presently but should be available in the future at no additional cost.

P. Storage

1. Capable of automatic storage and wireless transmission of all data and digital images.
2. Unlimited storage capacity.
3. Ability to store and catalogue images for up to sixty (60) days and recall them on demand by field-sortable search.

Q. Automatically capture, interpret, process, display and store license plate images

R. Incorporate fuzzy logic for identifying misreads.

S. Provide real-time displays of:

1. License plate image.
2. License plate.
3. Image of vehicle.
4. Date and time.
5. GPS coordinates.

T. Manual Features

1. Ability to manually identify misread plates.
2. Ability to add notes to images.

U. Queries:

1. Ability to manually enter plates for querying purposes.
2. Ability to cross-link, query and input data from external sources.
3. Ability to audit all queries by date, time and user password.
4. Ability to save frequent query requests.

V. Data format in either .csv or text file.

W. Ability to export and print all data.

X. Data download by flash drive or wireless.

Y. Include updatable mapping system and license.

Z. Security

1. Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
2. Include multiple levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
 - a. Define individual user and group-based security.
 - b. Ability to assign a unique user ID and password for each person authorized to use system.
 - c. Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID.
 - d. Ability to disable a user ID following successive log-on failures exceeding a specific limit.
 - e. Ability to view and report user and group level security rights and create userdefined fields.
 - f. Ability to de-activate codes for former users and internal and external customers.
3. Provide Owner with a complete list of initial installation administrator usernames and passwords for all authorized users.
4. Monitor the transmission of repeated messages that may indicate possible problems with the system.
5. Display abnormal status conditions as a visual alarm on the workstation screen, accompanied by an audible alarm.
 - a. The display continues to flash until the abnormal condition is corrected. The audible alarm continues until turned off by operator.
 - b. Record the abnormal status condition and the acknowledgement of the alarm, including time, workstation and operator.

2.2 CAMERAS

- A. Ability to capture plate images for parallel and diagonally parked vehicles and moving vehicles.
- B. Ability to read reflective and non-reflective license plates.
- C. Ability to take still pictures.
- D. Ambient lighting conditions have no effect on the accuracy of the LPR system regardless of the time of the day and night. Provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
- E. Perform all optical character recognition.
- F. RF shielded camera cables.
- G. Internal heating elements.

- H. Rated at 30 frames per second.
- I. Anti-theft mounting /removal brackets.
- J. Equipped with IR lens for license plate and color image for verification.
- K. Capable of multiple images with multiple flash and shutter settings.
- L. Target range of 9' to 30'.
- M. In-camera GPS.
- N. Pulsed LED illumination.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install LPR System in accordance with manufacturer's recommendations.
- B. Installation and Start-Up: Contractor is responsible for installation of all Contractor supplied equipment and its interfacing and interconnection with Owner supplied equipment (i.e., 2 motor vehicles)
- C. Contractor is responsible for all software and communications by all computers and peripheral devices.
- D. Owner or Owner's Representative may observe installation process and stop the work at any time throughout the process.

3.2 FIELD QUALITY CONTROL

- A. Provide an Acceptance Testing Plan to demonstrate the functionality of the system.
 - 1. Include demonstrations of compliance with all specifications, contractual compliance, definitions of all test objectives, participant responsibilities, documentation of tests and procedures for dealing with failures during test.
 - 2. Detail tests for every functional requirement of the system, including PbC integration.
 - a. Include checklist for specified supplies, spare parts, training operation and training manuals.
 - b. Provide space for acceptance by Contractor and Owner or Owner's representative.
 - 3. Confirm that all specified features are provided and fully operational before scheduling Acceptance Testing with Owner and/or Owner's Agent.
 - 4. Notify Owner or Owner's Representative in writing at least one week prior to test session. If a test is not successful, correct noted deficiencies and advise Owner or Owner's Representative, at least two days in advance, that test session is ready to resume.
 - 5. Owner or Owner's Representative may witness tests.

B. Passing Acceptance testing, even if performed in the presence of the Owner or Owner's Representative, does not relieve the Contractor of the responsibility to provide a system in accordance with the Specifications.

C. Promptly correct all problems encountered at no cost to the Owner.

D. Sixty-Day Operational Test and Final Acceptance

1. After go-live date, the Owner will conduct an operational test for sixty (60) days.

2. Performance Standards:

a. System is fully operational without downtime or programming problems for the complete monthly reporting cycle. For each down time period of between one hour and eight hours, or programming problems that delay the report cycle, two days will be added to the test duration.

b. All reports correlate 100% with MSM and PbC data.

3. Maintain detailed records and a logbook of all tests, events and issues to be provided to the Owner upon completion of the tests.

3.3 INSTRUCTION AND TRAINING

A. Fully instruct the Owner's designated personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.

B. Coordinate scheduling of on-site and in-person instructional classes with Owner's designated personnel to avoid conflicts and peak-period personnel demands.

C. Submit a proposed instruction schedule prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule.

D. Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the SSSM system and allow Owner personnel to have hands on experience with the meters.

E. All instruction courses will consist of classroom instruction and actual "hands-on" experience. Classes will be set up in a room designated by the Owner.

F. Provide experienced instructors that speak fluent English in a clear precise manner.

G. Provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.

H. Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.

I. Training categories:

1. Maintenance.

2. Enforcement.

3. Administration.

J. Provide hard copies and electronic operation and maintenance manuals for all components.

==== END OF SECTION 111248 ====

APPENDIX A – VENDOR EVALUATION PROCESS

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Vendors for placement on the Vendors short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals:

1. Proposed Solution Functionality and Technical Design:
 - a. This criteria pertains to system functionality and design, including the experience of parking customers, and the City as the parking owner and operator. Aspects of the parking experience include accepting payment, event parking, navigating the devices, equipment, conducting enforcement, and collecting and reviewing data.
2. Proposed Approach approach/methodology completing the scope of services such as:
 - a. Logic and convenience of the proposed approach and methodology relative to the city's needs. Compatibility of the proposed approach and methodology to city policies and practices in administering this type of public improvement project.
 - b. Grasp of project requirements and level of interest in the project.
 - c. Creativity and problem-solving ability.
3. Experience, Qualifications, and References
 - a. Experience and qualifications of all team members (including any subconsultants) executing similar projects for municipalities similar to Dubuque, including in size, geographic market, weather conditions, and customer/user profile.
 - b. Quality of references provided, similarity of references to Dubuque, and quality of feedback received from references.
 - c. A Track record of the all vendor team members working together.
4. Ongoing System Maintenance and Support.
5. Proposed schedule required to complete project.
6. Cost of the proposed project.

VENDOR SHORT-LIST EVALUATION CRITERIA

The RFP selection committee may choose to interview one or all of the short-listed Vendors. Both the original submitted proposals and the results of any Vendor interviews and professional references will be used to select the final Vendor for the project. The following criteria are among those that will be used to evaluate the Vendors on the short-list:

1. Proposed Solution Functionality and Technical Design:
 - a. This criteria pertains to system functionality and design, including the experience of parking customers, and the City as the parking owner and operator. Aspects of the parking experience include accepting payment, event parking, navigating the devices, equipment, conducting enforcement, and collecting and reviewing data.
2. Proposed Approach approach/methodology completing the scope of services such as:
 - a. Logic and convenience of the proposed approach and methodology relative to the city's needs. Compatibility of the proposed approach and methodology to city policies and practices in administering this type of public improvement project.
 - b. Grasp of project requirements and level of interest in the project.
 - c. Creativity and problem-solving ability.
3. Experience, Qualifications, and References
 - a. Experience and qualifications of all team members (including any subconsultants) executing similar projects for municipalities similar to Dubuque, including in size, geographic market, weather conditions, and customer/user profile.
 - b. Responsiveness and compatibility between the Vendor and City, including general attitude and ability to communicate and be a high-quality team player, ability of the Vendor to maintain a high level of direct interaction and communication with city staff, ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - c. A Track record of the all vendor team members working together.
4. Ongoing System Maintenance and Support.
5. Proposed schedule required to complete project.
6. Cost of the proposed project.
7. Overall success of past installations and system operational functionality with other municipalities and/or other system operators.

For the ranking of the Vendors during both the initial evaluation and the short list evaluation, the RFP Selection Committee shall use the RFP Scoring Matrix. The RFP Scoring Matrix has weights assigned to the above listed criteria. The Vendor ranked highest after the scoring matrix is completed will be recommended for the award of this project by the RFP Selection Committee.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the successful completion of the Vendor RFP review process, the RFP Selection Committee will recommend to the City Manager, the awarding of a contract to the highest ranked Vendor. Upon consensus of the award recommendation between the RFP Selection Committee and the City Manager, the City Manager will then make a formal recommendation of award to the Dubuque City Council. The City Manager will also request authority from the Dubuque City Council to negotiate with the recommended Vendor a final scope of work and fee structure for the project, and for the authority to execute a contract with the Vendor awarded this project by the City Council.

After authority is granted to negotiate an agreement and execute a contract with a Vendor, the Vendor and city staff shall jointly prepare a final detailed scope of work with a set fee. After the final scope of services has been determined, a fee has been negotiated, the City shall incorporate these documents into the Contract Documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Vendor ranked second, and so on until a contract can be negotiated that is acceptable to the City.

The City Council has the authority to reject all proposals, and if desired issue a new RFP and seek new proposals.

Payment for Work: The Vendor with an executed contract with City shall be paid once monthly. The invoiced amount shall be based on the percentage of work completed as reported on as part of the monthly submitted payment application.

APPENDIX B – RFP RULES AND PROTEST PROCEDURE

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Vendor an advantage or benefit not enjoyed by other prospective Vendors.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended Vendor. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Jurisdiction Representative set forth in the RFP Documents Manual, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

APPENDIX C – CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

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

1. VENDOR'S CONSULTANT ENDORSEMENT ON PLANS.

If required by Iowa law as part of the equipment installation, the Vendor shall hire an Iowa licensed design professional who shall endorse any part of the work prepared under this Agreement that is required to be so under the law. The design professional shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and a contract amendment being executed by both parties.

3. EXTRA WORK.

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

4. SUBSTITUTION OF PROJECT TEAM MEMBERS.

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

5. INSURANCE.

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

6. INDEMNIFICATION.

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

7. TERMINATION.

City may terminate this agreement, with or without cause, upon providing 14 days written notice to the Vendor.

8. ERRORS & OMISSIONS.

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

9. OWNERSHIP OF PROJECT DOCUMENTS.

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

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

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

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

10. SUBLETTING, ASSIGNMENT OR TRANSFER.

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

APPENDIX D – STATEMENT REGARDING CONTRACT TERMS AND CONDITIONS

The proposer must indicate that they have read and understand Appendix C – Contract Terms and Conditions, and agree to include the clauses that are listed in Appendix C in the final signed contract.

Please see separate RFP listed on City of Dubuque website, Pay-by-Plate Multi-Space Parking Meter (PbP MSM) System Procurement, for further information.

Statement	Y/N
The Vendor has read and understands Appendix C – Contract Terms and Conditions and agrees to include the clauses that are listed in Appendix C in the final signed contract.	

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE:	Consideration of Changes to the City's Election Nomination Process
SUMMARY:	City Clerk providing information for City Council consideration of a change to the City's nomination process for elective office.
SUGGESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Memo
2. Iowa Code Chapter 45 - Nomination by Petition
3. Iowa Code Chapter 376 - City Elections
4. Example Ordinance for Nomination by Petition (Chapter 45) -Des Moines
5. Example Ordinance for Nomination by Petition (Chapter 45) - Polk City
6. Additional Nomination by Petition Code Examples
7. Additional Nomination by Petition Code Examples-Updated 3.2.26
8. Election Costs Since 2019-Uploaded 3.2.26
9. Written Input-Uploaded 3.2.26

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

FROM: Adrienne Breitfelder, City Clerk

DATE: February 24, 2026

RE: Consideration of Changes to the City's Election Nomination Process

Iowa Code Section 376.3 requires candidates for city office to be nominated through a process that includes a primary election unless the city adopts an alternative nomination method by ordinance. The City of Dubuque has historically used the primary process, which is triggered when more than twice the number of candidates file for a position.

State law provides two alternative nomination processes in Chapters 44 and 45. Chapter 44 relies on conventions and caucuses and is therefore not recommended for municipalities. Most cities that do not hold primaries use the Chapter 45 nomination-by-petition method. All other municipalities within Dubuque County utilize Chapter 45 as their nomination process.

Under Chapter 45, candidates in a municipality the size of Dubuque must submit at least 75 signatures of eligible electors of the city or ward to appear on the ballot for the November city election. If the City Council chooses to adopt Chapter 45 as the nomination process, it must also decide whether to include a runoff provision in the ordinance. If a runoff provision is included, any race in which no candidate receives a simple majority in the city election, meaning at least one vote more than 50% of the total votes cast, would require a runoff four weeks later. The runoff would include the top vote-getters, up to twice the number of open seats. If the City Council chooses not to include a runoff provision, the candidate(s) receiving the highest number of votes would be elected to each term.

Primary elections are significantly more expensive for the City because the City bears the full cost, whereas the November election cost is shared with the Dubuque Community School District since it is a combined city/school election. If the City Council chose the Chapter 45 nomination process and included a runoff provision, the costs of a runoff would be comparable to a primary.

The following table summarizes the most recent costs of a primary election compared to a city/school election. In 2023, a primary was not required.

Election Type	2021	2023	2025
Primary	\$34,132.83	N/A	\$39,982.35
General (City/School)	\$8,574.55	\$13,924.61	\$18,334.06

Based on these costs, eliminating the primary provision and adopting a Chapter 45 nomination process without a runoff could save the City nearly \$40,000 every other fiscal year, in addition to potential savings any time a special election is required to fill a vacancy.

This memo is intended to provide background for a discussion on whether to consider a change to the City's nomination process. If the Council wishes to proceed with the Chapter 45 nomination process, they must determine whether to include a runoff provision. If City Council decides to alter the current nomination process, staff would then prepare an ordinance for future consideration. Adoption of an ordinance is required for the Dubuque County Elections Office to formally confirm and administer any nomination method other than the primary process.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Jenny Hillary, Dubuque County Deputy Commissioner of Elections

CHAPTER 45

NOMINATIONS BY PETITION

Referred to in [§39.3](#), [39.28](#), [39A.1](#), [39A.2](#), [39A.6](#), [43.2](#), [43.112](#), [43.121](#), [44.4](#), [44.17](#), [47.1](#), [49.104](#), [53.23](#), [161A.5](#), [260C.15](#), [260C.39](#), [275.35](#), [277.3](#), [296.4](#), [298.18](#), [303.49](#), [331.254](#), [347.25](#), [357H.6](#), [357J.16](#), [360.1](#), [372.2](#), [376.1](#), [376.3](#), [376.6](#), [376.8](#), [420.137](#)

See also definitions in [§39.3](#)

45.1	Nominations by petition.	45.4	Filing — presumption — withdrawals — objections.
45.2	Adding name by petition.	45.5	Form of nomination papers.
45.3	Affidavit of candidacy.	45.6	Requirements in signing.

45.1 Nominations by petition.

1. Nominations for candidates for president and vice president, governor and lieutenant governor, and for United States senator may be made by nomination petitions signed by not less than three thousand five hundred eligible electors, including at least one hundred eligible electors each from at least nineteen counties of the state.

2. Nominations for candidates for statewide offices other than those listed in [subsection 1](#) may be made by nomination petitions signed by not less than two thousand five hundred eligible electors, including at least seventy-seven eligible electors from not less than eighteen counties of the state.

3. Nominations for candidates for a representative in the United States house of representatives may be made by nomination petitions signed by not less than one thousand seven hundred twenty-six eligible electors who are residents of the congressional district, including at least forty-seven eligible electors each from at least one-half of the counties in the congressional district.

4. Nominations for candidates for the state senate may be made by nomination petitions signed by not less than one hundred eligible electors who are residents of the senate district.

5. Nominations for candidates for the state house of representatives may be made by nomination petitions signed by not less than fifty eligible electors who are residents of the representative district.

6. Nominations for candidates for offices filled by the voters of a whole county may be made by nomination petitions signed by eligible electors who are residents of the county as follows:

a. For a county with a population of fifteen thousand or fewer according to the most recent federal decennial census, nomination petitions shall include at least fifty signatures.

b. For a county with a population of greater than fifteen thousand but fewer than fifty thousand according to the most recent federal decennial census, nomination petitions shall include at least seventy-five signatures.

c. For a county with a population of fifty thousand or greater according to the most recent federal decennial census, nomination petitions shall include at least one hundred signatures.

7. Nominations for candidates for the office of county supervisor elected by the voters of a supervisor district may be made by nomination petitions signed by eligible electors who are residents of the supervisor district as follows:

a. For a supervisor district with a population of fifteen thousand or fewer according to the most recent federal decennial census, nomination petitions shall include at least twenty-one signatures.

b. For a supervisor district with a population of greater than fifteen thousand but no more than fifty thousand according to the most recent federal decennial census, nomination petitions shall include at least fifty signatures.

c. For a supervisor district with a population of greater than fifty thousand according to the most recent federal decennial census, nomination petitions shall include at least one hundred signatures.

8. a. Nomination papers for the offices of president and vice president shall include the names of the candidates for both offices on each page of the petition. A certificate listing the names of the candidates for presidential electors, one from each congressional district and

two from the state at large, shall be filed in the state commissioner's office at the same time the nomination papers are filed.

b. Nomination papers for the offices of governor and lieutenant governor shall include the names of candidates for both offices on each page of the petition. Nomination papers for other statewide elected offices and all other offices shall include the name of the candidate on each page of the petition.

9. Nominations for candidates for elective offices in cities where the council has adopted nominations under [this chapter](#) may be submitted as follows:

a. Except as otherwise provided in [subsection 10](#), in cities having a population of twenty-five thousand or greater according to the most recent federal decennial census, nominations may be made by nomination papers signed by not less than seventy-five eligible electors who are residents of the city or ward.

b. In cities having a population of seven thousand five hundred or greater, but less than twenty-five thousand, according to the most recent federal decennial census, nominations may be made by nomination papers signed by not less than fifty eligible electors who are residents of the city or ward.

c. In cities having a population of two thousand five hundred or greater, but less than seven thousand five hundred, according to the most recent federal decennial census, nominations may be made by nomination papers signed by not less than twenty-five eligible electors who are residents of the city or ward.

d. In cities having a population of less than two thousand five hundred, according to the most recent federal decennial census, nominations may be made by nomination papers signed by not less than ten eligible electors who are residents of the city or ward.

10. Nominations for candidates, other than partisan candidates, for elective offices in special charter cities subject to [section 43.112](#) may be submitted as follows:

a. For the office of mayor and alderman at large, nominations may be made by nomination papers signed by seventy-five eligible electors residing in the city.

b. For the office of ward alderman, nominations may be made by nomination papers signed by seventy-five eligible electors residing in the ward.

[C97, §1100; C24, §651; C27, 31, 35, §655-a17; C39, §655.17; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §45.1; [81 Acts, ch 34, §7](#)]

[86 Acts, ch 1224, §7](#); [88 Acts, ch 1119, §10, 11](#); [89 Acts, ch 136, §27](#); [93 Acts, ch 143, §8](#); [94 Acts, ch 1180, §10](#); [2007 Acts, ch 25, §2](#); [2008 Acts, ch 1032, §201](#); [2009 Acts, ch 57, §10](#); [2020 Acts, ch 1062, §18](#); [2021 Acts, ch 12, §16, 17, 73, 74](#); [2021 Acts, ch 147, §20, 54](#); [2021 Acts, ch 174, §31, 34, 37](#); [2022 Acts, ch 1004, §2 – 4](#); [2022 Acts, ch 1153, §5](#)

Referred to in [§43.20, 45.6](#)

45.2 Adding name by petition.

The name of a candidate placed upon the ballot by any other method than by petition shall not be added by petition for the same office in the same election.

[C97, §1100; C24, §651; C27, 31, 35, §655-a18; C39, §655.18; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §45.2]

Other methods, [chapters 43, 44](#)

45.3 Affidavit of candidacy.

Each candidate shall complete and file a signed, notarized affidavit of candidacy. The affidavit shall be filed at the same time as the nomination petition. The affidavit shall be in the form prescribed by the secretary of state and shall include the following information:

1. The candidate's name in the form the candidate wants it to appear on the ballot.
2. The candidate's home address.
3. The name of the county in which the candidate resides.
4. The name of the political organization by which the candidate was nominated, if any.
5. The office sought by the candidate, and the district the candidate seeks to represent, if any.
6. A declaration that if the candidate is elected the candidate will qualify by taking the oath of office.

7. A statement that the candidate is aware that the candidate is required to organize a candidate's committee which shall file an organization statement and disclosure reports if the committee or the candidate receives contributions, makes expenditures, or incurs indebtedness in excess of the reporting threshold in [section 68A.102, subsection 5](#). [This subsection](#) shall not apply to candidates for federal office.

8. A statement that the candidate is aware of the prohibition in [section 49.41](#) against being a candidate for more than one office to be filled at the same election, except county agricultural extension council and soil and water conservation district commission.

9. A statement that the candidate is aware that the candidate is disqualified from holding office if the candidate has been convicted of a felony or other infamous crime and the candidate's rights have not been restored by the governor or by the president of the United States. [This subsection](#) does not apply to candidates for federal office. The state commissioner shall prescribe a separate affidavit of candidacy for candidates for federal office.

10. A statement that the candidate is aware that by filing this affidavit, the candidate is ineligible to appear on the same ballot for the same office other than as a candidate nominated by petition.

[C97, §1100; C24, §651; C27, 31, 35, §655-a19; C39, §655.19; C46, 50, 54, 58, 62, 66, 71, 73, §45.3; C75, §45.3, 56.5(4); C77, 79, 81, §45.3; [81 Acts, ch 35, §18](#)]

[87 Acts, ch 221, §6](#); [89 Acts, ch 136, §28](#); [90 Acts, ch 1238, §9](#); [91 Acts, ch 129, §9](#); [94 Acts, ch 1023, §79](#); [94 Acts, ch 1180, §11](#); [98 Acts, ch 1052, §4](#); [2001 Acts, ch 158, §9](#); [2002 Acts, ch 1134, §14, 115](#); [2025 Acts, ch 123, §6, 38](#)

Referred to in [§39.22, 49.41, 357.13, 358.9, 376.11](#)

Subsection 9 amended

NEW subsection 10

45.4 Filing — presumption — withdrawals — objections.

The time and place of filing nomination petitions, the presumption of validity thereof, the right of a candidate so nominated to withdraw and the effect of such withdrawal, and the right to object to the legal sufficiency of such petitions, or to the eligibility of the candidate, shall be governed by the law relating to nominations by political organizations which are not political parties.

[C97, §1104; SS15, §1104; C24, §652, 654, 655; C27, 31, 35, §655-a20; C39, §655.20; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §45.4]

Statutes applicable, [chapter 44](#)

45.5 Form of nomination papers.

1. Nomination papers shall include a petition and an affidavit of candidacy. All nomination petitions shall be eight and one-half by eleven inches in size and shall be in substantially the form prescribed by the state commissioner of elections. They shall provide spaces for the following information:

a. A statement identifying the signers of the petition as eligible electors of the appropriate ward, city, county, school district or school district director district, or legislative district and of the state of Iowa.

b. The name of the candidate nominated by the petition.

c. A statement that the candidate is or will be a resident of the appropriate ward, city, county, school district, or legislative or other district as required by [section 39.27](#).

d. The office sought by the candidate, including the district number, if any.

e. The name and date of the election for which the candidate is nominated.

2. a. Signatures on a petition page shall be counted only if the information required in [subsection 1](#) is written or printed at the top of the page.

b. Nomination papers on behalf of candidates for seats in the general assembly need only designate the number of the senatorial or representative district, as appropriate, and not the county or counties, in which the candidate and the petitioners reside.

c. A signature line in a nomination petition shall not be counted if the line lacks the signature of the eligible elector and the signer's residential address, with street and number, if any, and city. A signature line shall not be counted if an eligible elector supplies only a

partial address or a post office box address, or if the signer's address is obviously outside the boundaries of the appropriate ward, city, school district or school district director district, legislative district, or other district.

d. A signature line shall not be counted if any of the required information is crossed out or redacted at the time the nomination papers are filed with the state commissioner or commissioner.

3. The pages of the petition shall be securely fastened together to form a single bundle. Nomination petitions that are not bound shall be returned without further examination. The state commissioner shall prescribe by rule the acceptable methods for binding nomination petitions.

4. The person examining the petition shall mark any deficiencies on the petition. Signed nomination petitions and the signed and notarized affidavit of candidacy shall not be altered to correct deficiencies noted during the examination. If the nomination petition lacks a sufficient number of acceptable signatures, the nomination papers shall be rejected and returned to the candidate.

5. The nomination papers shall be rejected if the affidavit lacks any of the following:

a. The candidate's name.

b. The name of the office sought, including the district, if any.

c. The signature of the candidate.

d. The signature of a notary public under [chapter 9B](#) or other officer empowered to witness oaths.

6. The candidate may replace a deficient affidavit with a corrected one only if the replacement is filed before the filing deadline. The candidate may resubmit a nomination petition that has been rejected by adding a sufficient number of pages or signatures to correct the deficiency. A nomination petition and affidavit filed to replace rejected nomination papers shall be filed together before the deadline for filing.

2002 Acts, ch 1134, §15, 115; 2003 Acts, ch 44, §23, 24; 2007 Acts, ch 59, §4, 19; 2012 Acts, ch 1050, §35, 60; 2019 Acts, ch 148, §16, 17, 33; 2020 Acts, ch 1098, §2

Referred to in §376.4

Similar provision, see §43.14

Oaths, see [chapter 63A](#)

45.6 Requirements in signing.

The following requirements shall be observed in the signing and preparation of nomination petitions:

1. A signer may sign nomination petitions for more than one candidate for the same office, and the signature is not invalid solely because the signer signed nomination petitions for one or more other candidates for the office.

2. Each signer shall add the signer's residential address, with street and number, if any, and city.

3. All signers, for all nominations, of each separate part of a nomination petition, shall reside in the appropriate ward, city, county, school district or school district director district, legislative district, or other district as required by [section 45.1](#).

4. When more than one sheet is used, the sheets shall be neatly arranged and securely fastened together before filing, and shall be considered one nomination petition. Nomination petitions which are not securely fastened together shall be returned to the candidate or the candidate's designee without examination. The state commissioner shall prescribe by rule the acceptable methods for binding nomination petitions.

5. Only one candidate shall be petitioned for or nominated in the same nomination petition, except for the offices of governor and lieutenant governor, and president and vice president.

2002 Acts, ch 1134, §16, 115; 2007 Acts, ch 59, §5, 19; 2019 Acts, ch 148, §18, 33

CHAPTER 376

CITY ELECTIONS

Referred to in [§43.112](#), [362.1](#), [362.9](#), [420.137](#)

376.1	City election held.	376.5	Publication of ballot.
376.2	Terms.	376.6	Primary or other method of nomination — certification.
376.3	Nominations.		
376.4	Candidacy — nomination petition signature requirements — withdrawals.	376.7	Date of primary.
		376.8	Persons elected in city elections.
376.4A	Change to direct election of mayor — nomination petition signature requirements.	376.9	Runoff election.
		376.10	Contest.
		376.11	Write-in votes.

376.1 City election held.

1. A city shall hold a regular city election on the first Tuesday after the first Monday in November of each odd-numbered year. A city shall hold regular, special, primary, or runoff city elections as provided by state law.

2. The mayor or council shall give notice of any special election to the county commissioner of elections. The county commissioner of elections shall publish notice of any city election and conduct the election pursuant to the provisions of [chapters 39 through 53](#), except as otherwise specifically provided in [chapters 362 through 392](#). The results of any election shall be canvassed by the county board of supervisors and certified by the county commissioner of elections to the mayor and the council of the city for which the election is held.

[R60, §1130; C73, §501; C97, §642, 936; S13, §646, 1056-a20, -a21; SS15, §1056-b5, -b6; C24, 27, 31, 35, 39, [§5627](#), [6488](#), [6494](#), [6507](#), [6514](#), [6643](#), [6644](#), [6737](#); C46, 50, §363.5, 416.12, 416.18, 416.31, 416.38, 419.29, 419.30; C54, 58, 62, 66, 71, 73, §363.8, 363.20, 363.24, 363.26; C75, 77, 79, 81, §376.1]

[2020 Acts, ch 1063, §202](#)

Referred to in [§39.20](#), [331.383](#), [372.13](#), [388.2](#)

376.2 Terms.

1. Terms of city officers begin and end at noon on the first day in January which is not a Sunday or legal holiday, following a regular city election.

2. Except as otherwise provided by state law or the city charter, terms for elective offices are two years. However, the term of an elective office may be changed to two or four years by petition and election. Upon receipt of a petition meeting the requirements of [section 362.4](#), requesting that the term of an elective office be changed, the council shall submit the question at a special election. If a majority of the persons voting at the special election approves the changed term, it becomes effective at the beginning of the term following the next regular city election. If a majority does not approve the changed term, the council shall not submit the same proposal to the voters within the next four years.

3. At the first regular city election after the terms of council members are changed to four years, terms shall be staggered as follows:

a. If an even number of council members are elected at large, the half of the elected council members who receive the highest number of votes are elected for four-year terms. The remainder are elected for two-year terms.

b. If an odd number of council members are elected at large, the majority of the elected council members who receive the highest number of votes are elected for four-year terms. The remainder are elected for two-year terms.

c. In case of a tie the mayor and clerk shall determine by lot which council members are elected for four-year terms.

d. If the council members are elected from wards, the council members elected from the odd-numbered wards are elected for four-year terms and the council members elected from even-numbered wards are elected for two-year terms.

4. After July 1, 1986, a petition submitted under [this section](#) to change the term of

council members from two to four years shall specify if the terms are to be staggered or run concurrently. If the petition provides for concurrent terms and the changed term is approved by the voters, [subsection 3](#) shall not apply and the terms shall be concurrent. If valid petitions for staggered and concurrent terms are submitted, the first filed shall govern.

[R60, §1081, 1084, 1091, 1093, 1106; C73, §390, 511, 514, 518, 521, 535; C97, §646 – 649; S13, §646 – 649; SS15, §1056-b3; C24, 27, 31, 35, 39, §5632, 6625, 6626; C46, 50, §363.10, 419.11, 419.12; C54, 58, 62, 66, 71, 73, §363.9, 363.10, 363.28; C75, 77, 79, 81, §376.2]

[86 Acts, ch 1224, §34; 2002 Acts, ch 1134, §105, 115; 2008 Acts, ch 1115, §67, 71; 2017 Acts, ch 29, §106](#)

Referred to in [§39.20](#)

376.3 Nominations.

Candidates for elective city offices must be nominated as provided in [sections 376.4 through 376.9](#), unless by ordinance a city chooses the provisions of [chapter 44](#) or [45](#). However, a city acting under a special charter in 1973 and having a population of over fifty thousand shall continue to hold partisan elections as provided in [sections 43.112 through 43.118](#) and [sections 420.126 through 420.137](#), unless the city by election as provided in [section 43.112](#) chooses to conduct city elections under [this chapter](#) or [chapter 44](#) or [45](#). The choice of one of these options by such a special charter city does not otherwise affect the validity of the city's charter. However, special charter cities which choose to exercise the option to conduct nonpartisan city elections may choose, in the same manner the original decision was made, to resume holding city elections on a partisan basis.

[S13, §1056-a21; SS15, §1056-b4; C24, 27, 31, 35, 39, §6492, 6496, 6634, 6638; C46, 50, §416.16, 416.20, 419.20, 419.24; C54, 58, 62, 66, 71, 73, §363.11, 363.16; C75, 77, 79, 81, §376.3; [82 Acts, ch 1097, §2](#)]

[2020 Acts, ch 1063, §203; 2023 Acts, ch 64, §61](#)

376.4 Candidacy — nomination petition signature requirements — withdrawals.

1. *a.* An eligible elector of a city may become a candidate for an elective city office by filing with the county commissioner of elections responsible under [section 47.2](#) for conducting elections held for the city a valid petition requesting that the elector's name be placed on the ballot for that office, or by filing a valid petition with the designated city clerk. The petition must be filed not more than seventy-one days and not less than forty-seven days before the date of the election, and must be signed by eligible electors equal in number to at least two percent of those who voted to fill the same office at the last regular city election, but not less than ten persons. However, for those cities which may be required to hold a primary election, the petition must be filed not more than eighty-five days and not less than sixty-eight days before the date of the regular city election. Nomination petitions shall be filed not later than 5:00 p.m. on the last day for filing.

b. The petitioners for an individual seeking election from a ward must be residents of the ward at the time of signing the petition. An individual is not eligible for election from a ward unless the individual is a resident of the ward at the time the individual files the petition and at the time of election.

c. The county commissioner may designate the city clerk of a city to receive nomination papers for elective city offices. If so designated, the city clerk shall have all the duties of the county commissioner provided in [this section](#).

2. *a.* The petition must include space for the signatures of the petitioners, a statement of their place of residence, and the date on which they signed the petition. A person may sign nomination petitions for more than one candidate for the same office, and the signature is not invalid solely because the person signed nomination petitions for one or more other candidates for the office.

b. The petition must include the affidavit of the individual for whom it is filed, stating the individual's name, the individual's residence, that the individual is a candidate and eligible for the office, and that if elected the individual will qualify for the office. The affidavit shall also state that the candidate is aware that the candidate is disqualified from holding office

if the candidate has been convicted of a felony or other infamous crime and the candidate's rights have not been restored by the governor or by the president of the United States.

3. On the final date for filing nomination papers the office of the county commissioner and the office of the city clerk designated pursuant to [subsection 1](#) shall remain open until 5:00 p.m.

4. The county commissioner or the city clerk designated pursuant to [subsection 1](#) shall review each petition and affidavit of candidacy for completeness following the standards in [section 45.5](#) and shall accept the petition for filing if on its face it appears to have the requisite number of signatures and if it is timely filed. The county commissioner or the designated city clerk shall note upon each petition and affidavit accepted for filing the date and time that they were filed. The county commissioner or the designated city clerk shall return any rejected nomination papers to the person on whose behalf the nomination papers were filed.

5. Nomination papers filed with the county commissioner or the city clerk designated pursuant to [subsection 1](#) shall be available for public inspection.

6. The city clerk shall deliver the text of any public measure being submitted by the city council to the electorate to the county commissioner of elections. If the county commissioner has designated the city clerk to receive nomination papers for elective city offices pursuant to [subsection 1](#), the city clerk shall deliver the nomination papers accepted for filing to the county commissioner. The text of any public measure and nomination papers required to be delivered under [this subsection](#) shall be delivered no later than the day after the last day on which nomination petitions can be filed, and not later than 12:00 noon on that day.

7. Any person on whose behalf nomination petitions have been filed under [this section](#) may withdraw as a candidate by filing a signed statement to that effect as prescribed in [section 44.9](#). Objections to the legal sufficiency of petitions shall be filed in accordance with the provisions of [sections 44.4](#), [44.5](#), and [44.8](#).

[S13, §1056-a21, -a40; SS15, §1056-b4; C24, 27, 31, 35, 39, §6478, 6495 – 6498, 6634 – 6638; C46, 50, §416.2, 416.19 – 416.22, 419.20 – 419.24; C54, 58, 62, 66, 71, 73, §363.11 – 363.16; C75, 77, 79, 81, §376.4]

[86 Acts, ch 1224, §35; 87 Acts, ch 221, §33; 88 Acts, ch 1119, §39; 89 Acts, ch 136, §72; 90 Acts, ch 1238, §40; 94 Acts, ch 1180, §55; 97 Acts, ch 170, §91; 98 Acts, ch 1052, §7; 2009 Acts, ch 57, §93; 2010 Acts, ch 1033, §51; 2014 Acts, ch 1101, §9, 10; 2016 Acts, ch 1062, §1](#)

Referred to in [§49.31](#), [69.12](#), [372.13](#), [376.3](#)

376.4A Change to direct election of mayor — nomination petition signature requirements.

1. If there is a change in government pursuant to [section 372.6](#), [subsection 2](#), the number of signatures required on a nomination petition for the office of mayor for the first election that office is on the ballot shall be an amount equal to the product of the following:

a. The total number of votes cast for at-large city council offices at the last regular city election divided by the number of city council seats to be filled at the last regular city election.

b. Two hundredths.

2. If the product of [subsection 1](#), paragraphs “a” and “b”, is less than ten, the required number of signatures is ten.

[2007 Acts, ch 18, §1](#)

Referred to in [§372.13](#), [376.3](#)

376.5 Publication of ballot.

Notice for each regular, special, primary, or runoff city election shall be published by the county commissioner of elections as provided in [section 362.3](#), except that notice of a regular, primary, or runoff election may be published not less than four days before the date of the election. The published notice must list the names of all candidates, and must not contain any party designations. The published notice must include any question to be submitted to the

voters. The notice may contain one or more facsimiles of the portion of the ballot containing the first arrangement of candidates as prescribed by [section 49.31, subsection 2](#).

[S13, §1056-a21; SS15, §1056-b4; C24, 27, 31, 35, 39, §6499, 6500, 6501, 6503, 6640; C46, 50, §416.23 – 416.25, 416.27, 419.26; C58, 62, 66, 71, 73, §363.19; C75, 77, 79, 81, §376.5]

[2019 Acts, ch 148, §58; 2021 Acts, ch 147, §51, 54; 2022 Acts, ch 1021, §98](#)

Referred to in [§372.13, 376.3](#)

376.6 Primary or other method of nomination — certification.

1. An individual for whom a valid petition is filed becomes a candidate in the regular city election for the office for which the individual has filed, except that a primary election must be held for offices for which the number of individuals for whom valid petitions are filed is more than twice the number of positions to be filled. However:

a. The council may by ordinance choose to have a runoff election, as provided in [section 376.9](#), in lieu of a primary election.

b. If the council has by ordinance chosen to have nominations made in the manner provided by [chapter 44](#) or [45](#), neither a primary election nor a runoff election is required.

2. Each city clerk shall certify to the city's controlling commissioner of elections under [section 47.2](#) the type of nomination process to be used for the city no later than ninety days before the date of the regular city election. If the city has by ordinance chosen a runoff election or has chosen to have nominations made in the manner provided by [chapter 44](#) or [45](#), or has repealed nomination provisions under those sections in preference for the primary election method, a copy of the city ordinance shall be attached. No changes in the method of nomination to be used in a city shall be made after the clerk has filed the certification with the commissioner, unless the change will not take effect until after the next regular city election.

[S13, §1056-a21; SS15, §1056-b4; C24, 27, 31, 35, 39, §6492, 6510, 6638; C46, 50, §416.16, 416.34, 419.24; C54, 58, 62, 66, 71, 73, §363.16, 363.18; C75, 77, 79, 81, §376.6]

[88 Acts, ch 1119, §40; 2002 Acts, ch 1134, §106, 115; 2010 Acts, ch 1061, §180; 2017 Acts, ch 155, §41, 44](#)

Referred to in [§372.13, 376.3](#)

376.7 Date of primary.

1. If a primary election is necessary, it shall be held on the Tuesday four weeks before the date of the regular city election. For each office on the ballot, a voter shall only vote for the number of persons to be elected to that office at the regular city election. The county board of supervisors shall publicly canvass the tally lists of the vote cast in the primary election, following the procedures prescribed in [section 50.24](#), at a meeting to be held on the second day following the primary election, and beginning no earlier than 1:00 p.m. on that day.

2. The names of those candidates who receive the highest number of votes for each office on the primary election ballot, to the extent of twice the number of unfilled positions, must be placed on the ballot for the regular city election as candidates for that office.

3. If the city holding a primary election is located in more than one county, the controlling commissioner for that city under [section 47.2, subsection 2](#), shall conduct a second canvass on the first Monday or Tuesday after the day of the election. However, if a recount is requested pursuant to [section 50.48](#), the controlling commissioner shall conduct the second canvass within two business days after the conclusion of the recount proceeding. Each commissioner conducting a canvass for the city pursuant to [section 50.24, subsection 1](#), shall transmit abstracts for the offices of that city to the controlling commissioner for that city, along with individual tallies for each write-in candidate. At the second canvass, the county board of supervisors of the county of the controlling commissioner shall canvass the abstracts received pursuant to [this subsection](#) and shall prepare a combined city abstract stating the number of votes cast in the city for each office. The combined city abstract shall further indicate the name of each person who received votes for each office on the ballot, and the number of votes each person received for that office. The votes of all write-in

candidates who each received less than five percent of the total votes cast in the city for an office shall be reported collectively under the heading “scattering”.

[S13, §1056-a21; SS15, §1056-b5; C24, 27, 31, 35, 39, §6493, 6507, 6643; C46, 50, §416.17, 416.31, 419.29; C54, 58, 62, 66, 71, 73, §363.17, 363.24; C75, 77, 79, 81, §376.7]

[86 Acts, ch 1224, §36](#); [2010 Acts, ch 1033, §52](#); [2019 Acts, ch 148, §59](#)

Referred to in [§50.48](#), [331.383](#), [372.13](#), [376.3](#)

376.8 Persons elected in city elections.

1. In a regular city election following a city primary, the candidates receiving the greatest number of votes cast for each office on the ballot are elected, to the extent necessary to fill the positions open.

2. In a regular city election held for a city where the council has chosen a runoff election in lieu of a primary, candidates are elected as provided by [subsection 1](#), except that no candidate is elected who fails to receive a majority of the votes cast for the office in question. In the case of at-large elections to a multimember body, a majority is one vote more than half the quotient found by dividing the total number of votes cast for all candidates for that body by the number of positions to be filled. In calculating the number of votes necessary to constitute a majority, fractions shall be rounded up to the next higher whole number.

3. In a regular city election held for a city where the council has chosen to have nominations made in the manner provided by [chapter 44](#) or [45](#), the candidates who receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

[S13, §1056-a21; SS15, §1056-b4; C24, 27, 31, 35, 39, §6492, 6638; C46, 50, §416.16, 419.24; C54, 58, 62, 66, 71, 73, §363.16; C75, 77, 79, 81, §376.8]

[88 Acts, ch 1119, §41](#); [2010 Acts, ch 1061, §153](#)

Referred to in [§372.13](#), [376.3](#)

376.9 Runoff election.

1. A runoff election may be held only for positions unfilled because of failure of a sufficient number of candidates to receive a majority vote in the regular city election. When a council has chosen a runoff election in lieu of a primary, the county board of supervisors shall publicly canvass the tally lists of the vote cast in the regular city election, following the procedures prescribed in [section 50.24](#). Candidates who do not receive a majority of the votes cast for an office, but who receive the highest number of votes cast for that office in the regular city election, to the extent of twice the number of unfilled positions, are candidates in the runoff election.

2. *a.* Runoff elections shall be held four weeks after the date of the regular city election and shall be conducted in the same manner as regular city elections, except that the county board of supervisors required to canvass the vote of the runoff election pursuant to [section 50.24](#) shall meet to canvass the vote on the Thursday following the runoff election.

b. For a city that is located in more than one county, the county board of supervisors conducting the canvass under paragraph “a” shall transmit abstracts for the offices and public measures of that city, along with individual tallies for each write-in candidate, to the city’s controlling commissioner under [section 47.2](#) within twenty-four hours of completing the canvass. The county board of supervisors of the county of the controlling commissioner shall canvass the abstracts received pursuant to [this subsection](#) on the first Monday or the first Tuesday after the day of the runoff election and shall proceed as provided in [section 50.24, subsection 4](#).

3. Candidates in the runoff election who receive the highest number of votes cast for each office on the ballot are elected to the extent necessary to fill the positions open.

[C71, 73, §363.16; C75, 77, 79, 81, §376.9]

[86 Acts, ch 1224, §37](#); [2010 Acts, ch 1033, §53](#); [2017 Acts, ch 155, §42, 44](#); [2019 Acts, ch 148, §60](#)

Referred to in [§50.48](#), [331.383](#), [372.13](#), [376.3](#), [376.6](#)

376.10 Contest.

A nomination or election to a city office may be contested in the manner provided in [chapter 62](#) for contesting elections to county offices, except that a statement of intent to contest must be filed with the city clerk within ten days after the nomination or election.

[C97, §678, 679; C24, 27, 31, 35, 39, §5629; C46, 50, §363.7; C54, 58, 62, 66, 71, 73, §363.22; C75, 77, 79, 81, §376.10]

[97 Acts, ch 170, §92](#)

Referred to in [§372.13](#)

376.11 Write-in votes.

1. Write-in votes are permitted to be cast in all elections for city offices. A person who receives a sufficient number of write-in votes to be elected to a city office shall be declared the winner of the election. If the result is a tie vote, lots shall be drawn pursuant to [section 50.44](#). If a person who was elected by write-in votes chooses not to serve in that office, the person shall submit a resignation in writing to the city clerk not later than 5:00 p.m. on the tenth day following the canvass of the election. If a person who was elected by write-in votes resigns at a later time, the office shall be considered vacant at the end of the term and the council shall fill the vacancy pursuant to the provisions of [section 372.13, subsection 2](#).

2. Except in cities where the council has chosen a runoff election in lieu of a primary, following the resignation of a person who was elected by write-in votes, the city clerk shall notify the person who received the next highest number of votes cast for the office that the person may assume the office. If there is more than one person who received the next highest number of votes cast for the office, lots shall be drawn pursuant to [section 50.44](#) to determine the person who received the next highest number of votes. If the person accepts the position, the person shall be considered the duly elected officer unless, within ten days after the clerk has given notice, a petition requesting a special election is filed by eligible electors of the city equal in number to twenty-five percent of the number of persons who voted for the office at the election. If the person declines, the person shall do so in writing to the city clerk within ten days and the office shall be considered vacant at the end of the term. The vacancy shall be filled pursuant to the provisions of [section 372.13, subsection 2](#). If the council chooses to appoint, the appointment may be made before the end of the current term.

3. In city primary elections any person who receives write-in votes shall execute an affidavit in substantially the form required by [section 45.3](#), and file it with the county commissioner of elections not later than 5:00 p.m. on the day after the canvass of the primary election. If any person who received write-in votes fails to file the affidavit at the time required, the county commissioner shall disregard the write-in votes cast for that person. A notation shall be made on the abstract of votes showing which persons who received write-in votes filed affidavits. The total number of votes cast for each office on the ballot shall be amended by subtracting the write-in votes of those candidates who failed to file the affidavit. It is not necessary for a candidate whose name was printed upon the ballot to file an affidavit. Of the remaining candidates, those who receive the highest number of votes to the extent of twice the number of unfilled positions shall be placed on the ballot for the regular city election as candidates for that office.

4. In cities in which the city council has chosen a runoff election in lieu of a primary, if a person who was elected by write-in votes chooses not to accept the office by filing a resignation notice with the commissioner of elections not later than 5:00 p.m. on the day following the canvass, all remaining persons who received write-in votes and who wish to be considered candidates for the runoff election shall execute an affidavit in substantially the form required by [section 45.3](#) and file it with the county commissioner not later than 5:00 p.m. of the fourth day following the canvass. If a person receiving write-in votes fails to file the affidavit at the time required, the county commissioner of elections shall disregard the write-in votes cast for that person. The abstract of votes shall be amended to show that the person who was declared elected declined the office and a notation shall be made next to the names of those persons who did not file the affidavit. A runoff election shall be held with the remaining candidates who have the highest number of votes to the extent of twice the number of unfilled positions.

5. In a city in which the council has chosen a runoff election, if no person was declared elected for an office, all persons who received write-in votes shall execute an affidavit in substantially the form required by [section 45.3](#) and file it with the county commissioner of elections not later than 5:00 p.m. on the day following the canvass of votes. If any person who received write-in votes fails to file the affidavit, the county commissioner of elections shall disregard the write-in votes cast for that person. The abstract of votes shall be amended to note which of the write-in candidates failed to file the affidavit. A runoff election shall be held with the remaining candidates who have the highest number of votes to the extent of twice the number of unfilled positions.

[C77, 79, 81, §376.11]

[88 Acts, ch 1119, §42; 2007 Acts, ch 59, §18, 19; 2010 Acts, ch 1033, §54; 2014 Acts, ch 1101, §11](#)

Referred to in [§372.13](#)

ORDINANCE NO. 15,871

AN ORDINANCE to amend the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, as heretofore amended, by repealing and replacing Section 2-5, relating to elections.

Be It Ordained by the City Council of the City of Des Moines, Iowa:

Section 1. That the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, as heretofore amended, is hereby amended by repealing and replacing Section 2-5 relating to elections, as follows:

Sec. 2-5. Elections.

- (a) All candidates for elective city offices shall be nominated under the provisions of Iowa Code Chapter 45 and all nominations for candidates for elective city offices shall be made in the manner provided by Iowa Code Chapter 45.
- (b) Nominations for candidates for elective city offices may be made by nominating papers signed by not less than twenty-five eligible electors who are residents of the city or appropriate ward.
- (c) In a city election, the candidates who receive the greatest number of votes for each office on the ballot are elected to the extent necessary to fill the positions open.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Section 3. That the City Clerk is hereby authorized and directed to certify and file with the Polk County Auditor, as Commissioner of Elections, the use of the nomination process provided by Iowa Code Chapter 45 for the City of Des Moines with a certified copy of this ordinance attached.

FORM APPROVED:

Lawrence R. McDowell, Deputy City Attorney

T. M. Franklin Cownie, Mayor

Attest: I, P. Kay Cmelik, City Clerk of the City of Des Moines, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance (Roll Call No. 20-0456), passed by the City Council of said City at a meeting held March 9, 2020 signed by the Mayor on March 9, 2020 and published and provided by law in the Business Record on March 27, 2020. Authorized by Publication Order No. 11123.

P. Kay Cmelik, City Clerk

CHAPTER 6

CITY ELECTIONS

6.01 Nominating Method to Be Used

6.02 Nominations by Petition

6.03 Adding Name by Petition

6.04 Preparation of Petition and Affidavit

6.05 Filing; Presumption; Withdrawals; Objections

6.06 Persons Elected

6.07 Election Precinct

6.01 NOMINATING METHOD TO BE USED. All candidates for elective municipal offices shall be nominated under the provisions of Chapter 45 of the *Code of Iowa*.

(Code of Iowa, Sec. 376.3)

6.02 NOMINATIONS BY PETITION. Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than 25 eligible electors, residents of the City.

(Code of Iowa, Sec. 45.1)

6.03 ADDING NAME BY PETITION. The name of a candidate placed upon the ballot by any other method than by petition shall not be added by petition for the same office.

(Code of Iowa, Sec. 45.2)

6.04 PREPARATION OF PETITION AND AFFIDAVIT. Nomination papers shall include a petition and an affidavit of candidacy. The petition and affidavit shall be substantially in the form prescribed by the State Commissioner of Elections, shall include information required by the *Code of Iowa*, and shall be signed in accordance with the *Code of Iowa*.

(Code of Iowa, Sec. 45.3, 45.5 and 45.6)

6.05 FILING; PRESUMPTION; WITHDRAWALS; OBJECTIONS. The time and place of filing nomination petitions, the presumption of validity thereof, the right of a candidate so nominated to withdraw and the effect of such withdrawal, and the right to object to the legal sufficiency of such petitions, or to the eligibility of the candidate, shall be governed by the appropriate provisions of Chapter 44 of the *Code of Iowa*.

(Code of Iowa, Sec. 45.4)

6.06 PERSONS ELECTED. The candidates who receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

(Code of Iowa, Sec. 376.8[3])

6.07 ELECTION PRECINCT. For the purpose of best serving the convenience of the voters, there is established the following election precinct within the City.

1. Precinct No. 1. Election Precinct No. 1 shall be the real property as detailed on the map on file in the office of the City Clerk.
2. Polling Places. Polling places shall be determined by the Polk County Election Commissioner to best serve the needs of the precinct.

- **Section 3.01. - Nomination.**

(a) An eligible elector of a council district may become a candidate for a council district seat by filing a valid petition requesting that the candidate's name be placed on the ballot for that office in accordance with state law. The petition must be filed not more than seventy-one days and not less than forty-seven days before the date of the regular city election and must be signed by eligible electors from the candidate's district equal in number to at least two percent of those who voted to fill the same office at the last regular city election but not less than ten persons.

(b) An eligible elector of the city may become a candidate for an at large council seat or for mayor by filing a valid petition requesting that the candidate's name be placed on the ballot for that office in accordance with state law. The petition must be filed not more than seventy-one days and not less than forty-seven days before the date of the regular city election and must be signed by eligible electors equal in number to at least two percent of those who voted to fill the same office at the last regular city election but not less than ten persons.

- **Section 3.02. - Regular City Elections.**

(a) In the regular city election, each council district seat up for election shall be listed separately on the ballot, and only electors from that district shall be permitted to vote for the candidates for that council district seat.

(b) The at large council seats, including the position of mayor, shall be designated on the ballot as such and electors from the city at large may vote for candidates for these positions.

(c) Elections shall be held pursuant to Iowa law.

- **Section 3.03. - Runoff Elections.**

(a) Runoff elections shall be held in lieu of primary elections.

(b) Runoff elections shall be held when and as specified by Iowa law.

Sec. 6.12. RUNOFF ELECTIONS ADOPTED. Runoff elections, as provided for by the laws of the State of Iowa, shall be held in lieu of primary elections. (Ord. No. 2515, Section 4, 7-22-75) [State Law Ref. Iowa Code Sec. 376.6(1).]

Sec. 6.13. WHEN AND HOW HELD. A runoff election shall be held for positions unfilled because of failure of a sufficient number of candidates to receive a majority vote in the regular city election. Candidates who do not receive a majority of the votes cast for the office for which they have filed but who received the highest number of votes cast for that office in the regular city election to the extent of twice the number of unfilled positions are candidates in the runoff election. (Ord. No. 2515, Sec. 4, 7-22-75) [State Law Ref. Iowa Code Sec. 376.9.]

1-9-1: RUNOFF ELECTIONS:

A. Purpose: The purpose of this chapter is to adopt the alternative of using a runoff election in lieu of a primary election for the choosing of persons for elective municipal offices and prescribing the procedures to be followed therein. (1985 Code §1-1.0301)

B. When Held: A runoff election shall be held only for positions unfilled because of failure of a sufficient number of candidates to receive a majority vote in the regular city election. (1985 Code §1-1.0302)

C. Qualification: Candidates who do not receive a majority of the votes cast for an office, but who receive the highest number of votes cast for that office in the regular city election to the extent of twice the number of unfilled positions, are candidates in the runoff elections. (1985 Code §1-1.0303)

D. Time Held: Runoff elections shall be held four (4) weeks after the date of the regular city election and shall be conducted in the same manner as regular city elections. (1985 Code §1-1.0304; amd. 1993 Code)

E. Candidates Elected: Candidates in the runoff election who receive the highest number of votes cast for each office on the ballot are elected to the extent necessary to fill the positions open. (1985 Code §1-1.0305)

6.02 NOMINATIONS BY PETITION.

Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than 10 eligible electors, residents of the City.

6.02 NOMINATIONS BY PETITION.

Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than 25 eligible electors, residents of the City.

6.01 NOMINATING METHOD TO BE USED. All candidates for elective municipal offices shall be nominated under the provisions of Chapter 45 of the Code of Iowa. (Code of Iowa, Sec. 376.3)

6.02 NOMINATIONS BY PETITION. Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than the number of residents of the City or ward required by Iowa Code Section 45.1(9), according to the more recent federal decennial census.

CEDAR RAPIDS

- **Section 3.01. - Nomination.**

(a) An eligible elector of a council district may become a candidate for a council district seat by filing a valid petition requesting that the candidate's name be placed on the ballot for that office in accordance with state law. The petition must be filed not more than seventy-one days and not less than forty-seven days before the date of the regular city election and must be signed by eligible electors from the candidate's district equal in number to at least two percent of those who voted to fill the same office at the last regular city election but not less than ten persons.

(b) An eligible elector of the city may become a candidate for an at large council seat or for mayor by filing a valid petition requesting that the candidate's name be placed on the ballot for that office in accordance with state law. The petition must be filed not more than seventy-one days and not less than forty-seven days before the date of the regular city election and must be signed by eligible electors equal in number to at least two percent of those who voted to fill the same office at the last regular city election but not less than ten persons.

- **Section 3.02. - Regular City Elections.**

(a) In the regular city election, each council district seat up for election shall be listed separately on the ballot, and only electors from that district shall be permitted to vote for the candidates for that council district seat.

(b) The at large council seats, including the position of mayor, shall be designated on the ballot as such and electors from the city at large may vote for candidates for these positions.

(c) Elections shall be held pursuant to Iowa law.

- **Section 3.03. - Runoff Elections.**

(a) Runoff elections shall be held in lieu of primary elections.

(b) Runoff elections shall be held when and as specified by Iowa law.

AMES

Sec. 6.12. RUNOFF ELECTIONS ADOPTED. Runoff elections, as provided for by the laws of the State of Iowa, shall be held in lieu of primary elections. (Ord. No. 2515, Section 4, 7-22-75) [State Law Ref. Iowa Code Sec. 376.6(1).]

Sec. 6.13. WHEN AND HOW HELD. A runoff election shall be held for positions unfilled because of failure of a sufficient number of candidates to receive a majority vote in the regular city election. Candidates who do not receive a majority of the votes cast for the office for which they have filed but who received the highest number of votes cast for that office in the regular city election to the extent of twice the number of unfilled positions are candidates in the runoff election. (Ord. No. 2515, Sec. 4, 7-22-75) [State Law Ref. Iowa Code Sec. 376.9.]

WEST DES MOINES

1-9-1: RUNOFF ELECTIONS:

A. Purpose: The purpose of this chapter is to adopt the alternative of using a runoff election in lieu of a primary election for the choosing of persons for elective municipal offices and prescribing the procedures to be followed therein. (1985 Code §1-1.0301)

B. When Held: A runoff election shall be held only for positions unfilled because of failure of a sufficient number of candidates to receive a majority vote in the regular city election. (1985 Code §1-1.0302)

C. Qualification: Candidates who do not receive a majority of the votes cast for an office, but who receive the highest number of votes cast for that office in the regular city election to the extent of twice the number of unfilled positions, are candidates in the runoff elections. (1985 Code §1-1.0303)

D. Time Held: Runoff elections shall be held four (4) weeks after the date of the regular city election and shall be conducted in the same manner as regular city elections. (1985 Code §1-1.0304; amd. 1993 Code)

E. Candidates Elected: Candidates in the runoff election who receive the highest number of votes cast for each office on the ballot are elected to the extent necessary to fill the positions open. (1985 Code §1-1.0305)

RUNNELS

6.02 NOMINATIONS BY PETITION.

Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than 10 eligible electors, residents of the City.

HIAWATHA, CLARION, JEFFERSON

6.02 NOMINATIONS BY PETITION.

Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than 25 eligible electors, residents of the City.

Same language, different number:

50 eligible electors – **Waukee, Altoona**

BLOOMFIELD

6.01 NOMINATING METHOD TO BE USED. All candidates for elective municipal offices shall be nominated under the provisions of Chapter 45 of the Code of Iowa. (Code of Iowa, Sec. 376.3)

6.02 NOMINATIONS BY PETITION. Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than the number of residents of the City or ward required by Iowa Code Section 45.1(9), according to the more recent federal decennial census.

Holy Cross, Iowa – specifically abolished both primary and runoff.

	2019
Primary Election <i>For Positions</i>	\$12,541.29 <i>Ward 3 and Ward 4</i>
General (City/School) <i>For Positions</i>	\$11,626.44 <i>At-Large, Ward 2, Ward 3 (Filling a Vacancy) and Ward 4</i>
Special Election Primary <i>For Position</i>	
Special Election General <i>For Position</i>	
Total	\$24,167.73

Note: The 2021 Ward One Special Primary and General Election had 5 consolidated into 2 voting locations, known as Vote Centers, where any One Special Primary and General Elections were higher than the Ward

2021	2022	2023
\$34,132.83 <i>Mayor and At-Large</i>		
\$8,574.55 <i>At-Large, Mayor, Ward 1, and Ward 3</i>		\$13,924.61 <i>At-Large, Ward 2 and Ward 4</i>
\$10,242.20 <i>Ward One</i>	\$4,689.88 <i>Ward Four</i>	
\$8,816.04 <i>Ward One</i>	\$4,179.62 <i>Ward Four</i>	
\$61,765.62	\$8,869.50	\$13,924.61

5 polling places open. For the 2022 Ward Four Special Primary and Generaly regeistered voter in Ward 4 could could go either polling location. Addit
d Four Special Primary and General Elections.

2025
\$39,982.35 <i>Mayor and Ward 1</i>
\$18,334.06 <i>Mayor, At-Large, Ward 1, and Ward 3</i>
\$58,316.41
<i>eral Election, voting was tionally, the turnout for the Ward</i>

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, March 2, 2026 12:29 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229844] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID 229844
Date/Time 3/2/2026 12:29 PM
Type Contact City Council
Address 3188 HIGHLAND PARK DR, Dubuque
Origin Website
Comments I'm concerned about doing away with the primary election process. This is an essential part of a fair election process and by doing away with the primary you have given the incumbent a large advantage. This issue shouldn't be about the cost because it is necessary to a fair election process. It certainly feels that some of the council is still working to limit input from all citizens.
Submitter Wolff, Keith
210 Cedar Cross Road
Dubuque, IA 52003
563-582-1691
kwolff@dubuquesign.com

[View in QAlert](#)

Dubuque, IA

Adrienne Breitfelder

From: CtyClerk
Sent: Monday, March 2, 2026 6:24 PM
To: Adrienne Breitfelder; Trish Gleason
Subject: FW: Primary Election

From: Jean McDonald <eieio3120@gmail.com>
Sent: Monday, March 2, 2026 6:23:39 PM (UTC-06:00) Central Time (US & Canada)
To: CtyClerk <ctyclerk@cityofdubuque.org>
Subject: Primary Election

You don't often get email from eieio3120@gmail.com. [Learn why this is important](#)

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My name is Jean McDonald and I reside at 3120 Eagle Point Drive, Dubuque, Iowa 52001

I oppose the consideration of changes to the city's nomination process for the elective process.

Winners should reflect the will of a majority, not just the largest minority. Primaries assist in narrowing the field so that voters can focus on viable candidates. A crowded ballot can confuse votes and dilute any meaningful debates.

Public office should require broad community support.

Thank you for your time.

Adrienne Breittfelder

Subject: FW: Elections

From: John Wilson <j.wilson7130@gmail.com>
Date: March 2, 2026 at 1:13:51 PM CST
To: Danny Sprank <Dsprank@cityofdubuque.org>
Subject: Elections

You don't often get email from j.wilson7130@gmail.com. [Learn why this is important](#)

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Danny,
I would encourage you to keep the elections the way they are, which means if a primary is needed, that's what happens. We don't need shortcuts , and it appears that twenty thousand dollars will be spent at the beginning with the primary , or at the end with what might be some shenanigans.
Leave it alone.
Thanks.
John Wilson

Adrienne Breittfelder

Subject: FW: City Council Agenda item

From: Jodi Herbst Riedl <jodiriedl67@gmail.com>

Date: March 2, 2026 at 8:22:03 AM CST

To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, lrousell@cityofdubuque.org, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>

Subject: City Council Agenda item

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We are lifelong residents of the City of Dubuque.

Our email is in regard to the agenda item # 7 for consideration of changes to the city's election nomination process.

We have been property owners & tax payers in the City of Dubuque for over 43 years. We highly OPPOSE changing the election process. As the council may consider this a cost savings idea, it does not seem like a very fair election process. Please look at other cost savings ideas for the city taxpayers. The property owners have seen a lot of wasteful spending that should be addressed first.

Sincerely,
John & Jodi Riedl
4220 Tanzanite Ct
Dubuque, IA 52001

Adrienne Breitfelder

From: Danny Sprank
Sent: Monday, March 2, 2026 5:57 PM
To: Adrienne Breitfelder
Subject: Fwd: Input on proposed election nomination process change

Danny Sprank
Ward 3
2473 Jackson St
(563) 690 6507

Begin forwarded message:

From: Ali Fuller <ali@driftlessconsulting.com>
Date: March 2, 2026 at 2:05:51 PM CST
To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>
Subject: Input on proposed election nomination process change

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Dubuque City Council members,

I am writing to share my input on today's council agenda item regarding changes to the City's election nomination process. While I applaud efforts to reduce costs, I do not believe removing a critical component of the democratic process is an appropriate place to find savings. Instead of simply reacting to this single cost-saving suggestion, I ask you to first go through a more comprehensive and thoughtful process to identify potential cost-saving opportunities, evaluate them against a set of criteria, and make informed decisions about the best ways to cut costs.

It is critical that our process requires a candidate to secure over 50% of the vote to win the election. A primary forces this to happen by reducing the candidates on the general election ballot to 2. The only other way to do that would be to require a runoff between the top 2 finishers if no one receives over 50%. A primary seems preferable so the whole election can be completed on Election Day and not drag out beyond that when voters may lose interest. Turnout will always be highest on Election Day, and I believe that is when the head-to-head vote between the two candidates should happen.

As leaders, it is important that you cast a vote that best serves the interests of the voters you represent. If you eliminate the primary, you MUST require a runoff between the top two candidates if no one receives a majority of the vote. We simply cannot have an election process where people gain office without a majority of the voters supporting them.

As I stated above, I strongly support finding ways to reduce costs. I urge you to look in other places before curtailing the democratic process. It seems the City spends a lot of money on "studies" and consultants; I'm sure you could find over \$40,000 in savings by examining that spend. I am not opposed in general to studies and consultants - I am a consultant, after all - but as a voter and taxpayer when I look at, for example, the money we pay Lyle Sumek every year to bring us highly offensive materials (which are boilerplate, no less) and facilitate what I, as a strategic planning professional, would consider the most disorganized and convoluted goal-setting and strategy process I've ever seen (in fact I wouldn't actually use the word "strategy" for what Lyle Sumek facilitates), I see some low-hanging fruit for cost savings.

Please consider a thoughtful and comprehensive process to identify cost-saving opportunities. Voters and taxpayers would be thrilled to see our City Council initiate such a process.

Thank you for your consideration.

Ali Fuller

--

Ali Fuller
Driftless Consulting Group
ali@driftlessconsulting.com
203.980.4807

Subject: FW: Please Retain Dubuque's Primary Election Process

From: Cathy Goodman <cathy@bigfishcreative.biz>

Date: March 2, 2026 at 2:52:09 PM CST

To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>

Subject: Please Retain Dubuque's Primary Election Process

You don't often get email from cathy@bigfishcreative.biz. [Learn why this is important](#)

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Dear Mayor and Members of the City Council,

Thank you for your service to our community and for considering this issue thoughtfully.

I urge you to retain Dubuque's current primary election process.

The February 24, 2026, memo makes clear that the projected \$40,000 savings occur only if the City eliminates both the primary and any runoff requirements. Without a runoff, a candidate could win with far less than majority support — potentially 34% in a three-person race or 26% in a four-person race.

That weakens majority rule and public confidence in our elections.

While cost savings are always worth examining, the City routinely approves outside consulting contracts in the \$25,000–\$50,000 range. In that broader budget context, preserving majority-supported representation in our municipal elections should remain a priority.

Ensuring elected officials have majority support is worth the investment.

Sincerely,
Cathy Goodman

Cathy Goodman, MAC
big fish creative
440 Burch Street

Dubuque IA 52001

563.599.7775

bigfishcreative.biz



Ars longa, vita brevis.

Adrienne Breittfelder

Subject: FW: elimination of primary elections

From: Daniel Simon <jrsimon67@yahoo.com>

Date: March 2, 2026 at 3:23:02 PM CST

To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>, mvanmilligen@cityofdubuque.org

Subject: elimination of primary elections

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:

All,

I disagree with the idea to eliminate primary elections as a cost savings idea. I feel the \$40,000 that is spent every two years assures that the filtering of candidates to two-qualified individuals results in a more educated decision by the voter and is the customary standard of many elections that society has grown use to . if you were to dilute the process and have four, five, or six people run , you create an unfair process where a less qualified individual wins. If you had one democrat running against five republican candidates (or vice versa) , you are diluting the republican votes in favor of the democrat nominee, which is not a true reflection of a process that would result in fair outcomes. There stands to be the outcome that the democrat candidate may get 19% of the vote and the republicans split the 81% amount five people evenly and technically lose. If you do not think people vote by party, especially in today's society you are completely wrong.

The other issue is that it is hard enough to learn about candidates and get familiar with points of views and their thought processes and now you want to dilute that process even more. The person who would benefit the most would be the incumbent versus three, four, five new people. The incumbent has name recognition, the knowledge learned from gained experience of governmental operations, and the experience from a voting process is in their arsenal to run for office . All it would take for them to win now would be two other well qualified candidates splitting 66% of the vote because their views are similar , while the other receives 34% and may have distorted views that the other two candidates with similar views, if they were filtered to one person would dominate the other person in a fair election.

I find it disturbing that the one fundamental right that folks have died for and fought for, the right to vote in a great democratic free nation, is something that a government wants to change in favor of one person or another. None of this has to do with basic fundamentals of how we vote, why we vote, and procedural changes to encourage and make the process easier or have more people vote and participate, but rather it is being done fundamentally as a cost savings idea! Is there a price tag that can be put on the one fundamental procedure to ensure fair elections and a free nation that constitutes this change.? Of all the things determined in the city budget, this being a very small amount of money in comparison to figures I have seen, why would we consider this of all things as way to save money ? When politics like those we see in Washington start evolving in communities and city government we lose focus of what we are and we lose focus on why we are America. But the main thing you lose focus on is what the people in your community want, feel or need, and it becomes more about what you feel, want or need.

Thanks for listening and your service to your city,

Dan Simon

Eclipse Circle

Dubuque Iowa

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, March 2, 2026 8:40 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229839] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	229839
Date/Time	3/2/2026 8:39 AM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	I am writing to give my thoughts on the agenda item tonight regarding going away from primary elections. It appears the driver on this is cost savings, which tells me if the city council proceeded, it would not include run-off elections as part of the process as they are as costly as primaries, therefore negating the possible cost savings of eliminating primaries. Without the possibility of a runoff election, I think is it a bad precedent for this council to set to allow someone to be elected with less than a majority vote. In the case of a 4-person race, without a run-off, the person elected could win with 26% of the vote. This is not good governance and leads many to believe there is a hidden agenda in doing this in the first place. Please leave the primary election process in place. Thank you for your service to our community.
Submitter	McDonald, Rob D 3399 EAGLE POINT DR Dubuque, Iowa 52001

Dubuque, IA 52001
563-543-0220
563-582-2232
rmcdonald@aymcdonald.com

[View in QAlert](#)

Dubuque, IA

Adrienne Breittfelder

Subject: FW: Primary elections.

From: Gto71dk4 <gto71dk4@aol.com>

Date: March 1, 2026 at 8:37:13 PM CST

To: Danny Sprank <Dsprank@cityofdubuque.org>, gto71dk4@aol.com

Subject: Primary elections.

You don't often get email from gto71dk4@aol.com. [Learn why this is important](#)

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I read the City has a proposal coming up tomorrow evening to no longer have Primary elections for Dubuque elections for city offices. I, nor my husband are in favor of changing this process. This proposed change can result in unfair elections. Primaries are there for the people to make the voting decisions who would move forward to the November election.

Our election integrity should not be compromised to possibly empower the incumbent with a name recognition. This leaves the new person at a disadvantage.

The cost savings of roughly \$40,000 is not worth our election integrity.

Debbie Krug
Dave Krug
Nick Krug
2215 Rhomberg Avenue
Dubuque, IA. 52001

[Sent from the all new AOL app for iOS](#)

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, March 1, 2026 11:28 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #229830] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID 229830
Date/Time 3/1/2026 11:28 AM
Type Contact City Council
Address 1824 KEYMONT CT, Dubuque
Origin Website
Comments I definitely advocate sticking with the current primary election process.
Submitter Ramstedt, shirley A
1824 Keymont ct
Dubuque, IA 52002
239-777-9222
Biddy62@aol.com

[View in QAlert](#)

Dubuque, IA

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	"Where Do Property Taxes Go?" Utility Bill Insert
SUMMARY:	City Manager providing a copy of the "Where Do Property Taxes Go?" flyer that will be distributed with City utility bills from March 12 through April 2.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Where Do Property Taxes Go 2026

Where Do Dubuque Property Taxes Go?

FY2026 Consolidated Rate of \$30.31761 per \$1,000 assessed value

**Dubuque Community
School District**
43.0%



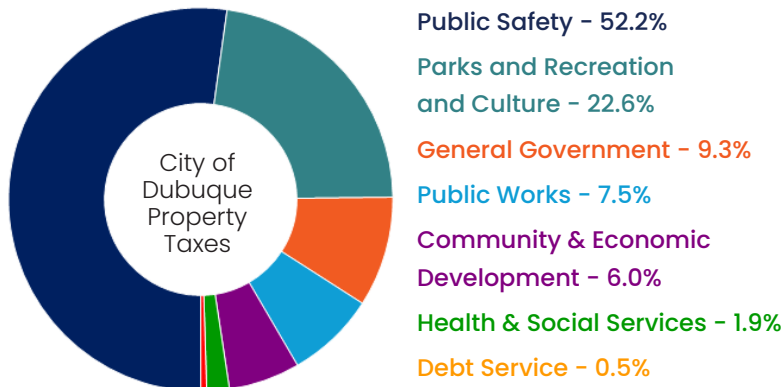
**Dubuque
County**
18.5% **Other**
2.2%



City of Dubuque
33.2%

NICC
3.1%

How the City of Dubuque Uses Property Taxes by Category



How would you prioritize taxes? Balancing Act Simulator & Taxpayer Receipt

The Balancing Act simulation tool provides an in-depth look at the City budget. You can adjust revenues and expenditures, and then submit comments on how YOU think the City of Dubuque should spend tax dollars.

- ▶ Try the Balancing Act Simulator and create your own Taxpayer Receipt, based on taxable value of your home, at cityofdubuque.org/budget.

Taxpayer Receipt

Where do your City tax dollars go?

The following example is for the current fiscal year (FY2026) and based on Dubuque's average residential property assessed value of \$196,508 with a taxable value of \$88,357 (after the rollback and Homestead Tax Credit).

Public Safety	\$463.89
Police	\$262.00
Fire	\$184.44
Emergency Communications (E911)	\$17.79
Emergency Management	\$1.71
Inspections - General Safety	-\$2.04
Parks and Recreation and Culture	\$201.03
Carnegie-Stout Public Library	\$64.78
Parks	\$56.71
Recreation	\$29.38
Five Flags Civic Center	\$20.18
Grand River Center (Conference Center)	\$17.02
Community Impact	\$7.00
Imon Ice Center	\$5.95
General Government	\$82.67
Administration	\$32.79
(City Manager, Human Resources, Finance, Communications, Sustainability, City Clerk)	
Information Technology	\$30.78
City Building Maintenance	\$15.74
City Attorney's Office	\$4.05
City Council	\$2.33
General Fund Balance (Contingency Funds)	\$0.00
Public Works	\$66.86
Transit	\$29.89
Public Works & Landfill	\$22.67
Engineering	\$11.96
Airport	\$2.33
Community & Economic Development	\$53.54
Economic Development	\$46.96
Office of Economic Mobility	\$8.06
& Neighborhood Support	
Planning Services	\$4.94
Purchase of Services	\$1.45
Housing & Community Development	-\$7.86
Health Services & Social Services	\$17.06
Health Services	\$12.09
Human Rights	\$4.98
Debt Service	\$4.14

Total: \$889.20

How Property Taxes Work in Iowa

Your Home's Assessed Value

- Every two years, the county assessor estimates what your home would likely sell for under current market conditions. This is called the **assessed value**.

You Do Not Pay Taxes on the Full Assessed Value

- **Rollback:** The Iowa Department of Revenue sets a "rollback" percentage each year. In the current year, residential property owners **only pay taxes on 47.4% of the assessed value** of their property.

Example:

If your home is valued at \$196,508, you are taxed on \$88,357 after the rollback and homestead tax credit.

Who Sets Your Tax Rate?

- **Levy Rates:** Cities, counties, school districts, and other local taxing authorities set levy rates based on their budgets. Those rates are applied to your taxable value to calculate your bill.

Tax Credits and Exemptions

Iowa offers programs that can reduce your tax bill:

- **Homestead Tax Credit:** For homeowners who live in their home.
- **Homestead Exemption for 65+:** Extra relief for residents age 65 and older who live in their home.
- **Military Exemption:** For eligible veterans
- **Agricultural Land Tax Credit:** For farmland owners.

Dubuque has the lowest property tax rate of the 11 cities in Iowa with populations over 50,000. The highest rate is 116% higher than Dubuque and the average is 55% higher than Dubuque.

Financial Transparency Providing Public Input

Budget Adoption Process

The Dubuque City Council gathers public input during the budget process. It holds a hearing to set the maximum property tax levy, conducts seven public meetings to review the recommended budget, and concludes with a public hearing to adopt the budget. All meetings are at 6:30 p.m. in the City Council Chambers at the Historical Federal Building, 350 W. Sixth Street.

Open Budget Portal

cityofdubuque.org/budget

- Explore and visually interact with the City's operating and capital budgets

Open Expenses Portal

cityofdubuque.org/finance

- Interactive "checkbook" to view all City payments to vendors

You may also contact the City of Dubuque Finance Department at finance@cityofdubuque.org or 563.589.4398.

Dubuque Example

Average Residential Assessed Value:

\$196,508

Taxable Value After Rollback & Homestead Tax Credit:

\$88,357

CITY PORTION of FY2026 Average Residential Property Tax Bill:

\$889.20

TOTAL FY2026 Average Residential Property Tax Bill:

\$2,678.77

Upcoming City Budget Public Input Meetings

Monday, March 23

Public Hearing to Establish Maximum FY2027 Property Tax Levy

Monday, April 6

Recommended FY2027 Budget Presentation

Tuesday, April 7

Engineering, Public Works, Water, and Water & Resource Recovery Center

Thursday, April 9

Housing & Community Development, Planning Services, Economic Development, Purchase of Services, and Transportation Services

Monday, April 13

Carnegie-Stout Public Library, Five Flags Civic Center, Grand River Conference Center, ImOn Ice Center, and Parks and Recreation

Wednesday, April 15

Human Resources, Information Technology, Communications, and Finance

Thursday, April 16

City Manager's Office, City Council, City Clerk's Office, and City Attorney's Office

Tuesday, April 21

Airport, Human Rights, Community Impact & Neighborhood Support, and Multicultural Family Center

Wednesday, April 22

Police, Fire, Emergency Management, Emergency Communications, and Health Services

Tuesday, April 28

Public Hearing to Adopt FY2027 Budget

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	"Tax Increment Financing in Dubuque: 2010-2025" Utility Bill Insert
SUMMARY:	City Manager providing a copy of the "Tax Increment Financing in Dubuque: 2010-2025" flyer that will be distributed with City utility bills from March 12 through April 2.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. TIF Explanation and 15-Year Impact - 2026



TAX INCREMENT FINANCING IN DUBUQUE: 2010–2025

**\$95 million
in TIF has
leveraged
\$836 million
in private
investment
in 91 projects.**

Private Investment to TIF ratio = 9:1

For every \$1 of TIF funding, private investors invested \$9. This strong return highlights the value of the City's incentive program. Public dollars have helped generate major private investment and job creation.

Tax Increment Financing (TIF) is one of the main tools Iowa cities use to encourage growth. It helps communities in three ways:

- supporting economic development,
- eliminating slum and blight, and
- creating housing.

In Dubuque, TIF has been an essential part of the City's nationally recognized success in attracting private investment and creating jobs in urban renewal districts.

WHAT IS TAX INCREMENT FINANCING? HERE'S HOW IT WORKS:

Step 1: A TIF district is created.

The City of Dubuque creates a TIF district in an area that needs development or improvements.

Step 2: A starting "base" value is set.

The current property value becomes the "base" value.

Step 3: Regular taxes continue.

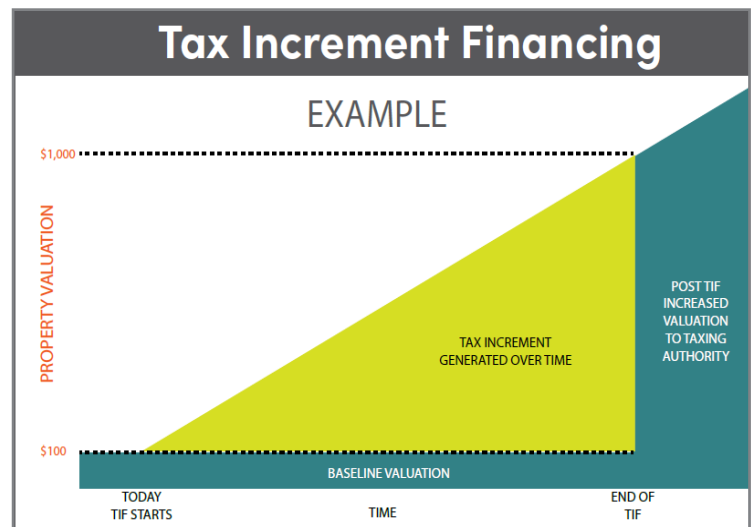
Taxes on the base value continue to go to all local taxing authorities (City, school district, county, etc.) for the entire life of the TIF district, which typically lasts up to 20 years in Iowa.

Step 4: Property values grow.

When new buildings are constructed or properties improve, property values may increase. The increase is the "increment."

Step 5: The increment funds improvements.

The City can use tax revenue from the increment to fund projects and improvements in the district.



HOW CITIES USE TIF TO DRIVE DEVELOPMENT

Cities often use TIF to fund public improvement projects or provide financial assistance for private projects that involve developing or redeveloping parts of the city. This can include revitalizing blighted areas, supporting residential development, and boosting economic growth.

Depending on the size of the project, cities may use the annual tax increment to pay for improvements or may need to borrow money to finance larger projects, such as infrastructure (streets, water mains, sewers).

TIF FOR DUBUQUE JOB CREATION: 2010–2025

From small, local companies to global brands, TIF has supported a variety of Dubuque employers over the last 15 years, including:

- Andersen Window & Door
- AY McDonald Manufacturing
- Cottingham & Butler
- Dubuque Screw Products
- Dupaco Community Credit Union
- Geisler Brothers
- Giese Manufacturing
- Green Industrial Supply
- Hormel
- Klauer Manufacturing
- McCoy Group
- Prairie Farms
- Rite Hite
- Rousselot
- Simmons Pet Food
- Theisen's Supply
- Tri-State Quality Metals
- Unison Solutions
- Universal Tank
- Vanguard Industries
- Woodward Communications



Green Industrial Supply



Dubuque Screw Products

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 ranged in size from 2 units to 201 units, with individual TIF grants ranging from \$15,000 to nearly \$7 million.



Rustic Point Estates

TIF HOUSING REQUIREMENT

By state law, when TIF is used for housing development:

- Approximately **38%** of future tax increment revenues must be used to support housing for families earning no more than **80% of the city's median income**.

This helps provide starter housing for Dubuque's current and future workforce and our most vulnerable residents, the elderly and disabled.

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Confidential Records, Pending Litigation, and Purchase or
Sale of Real Estate - Chapter 21.5(1)(a),(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None