CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
March 16, 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 and ImOn channel 5.

PROVIDING VIRTUAL PUBLIC INPUT

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ROLL CALL ORDER FOR MEETING

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

WORK SESSION

6:00 PM - Dubuque Main Street
Dubuque Main Street Director David Barba will present Dubuque Main Street's annual report and an overview of the organization.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **Honeybee Day (March 25, 2026)**
   On behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of March 2, 2026; Zoning Advisory Commission of February 4, 2026; Zoning Board of Adjustment of January 22, 2026; Proof of Publication for City Council Proceedings of February 2, 9, and 16, 2026; Proof of Publication for City Council Expenditure Reports presented at the February 2 and 16, 2026 City Council meetings.
   Suggested Disposition: Receive and File

2. **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)

3. **Request for City Council Approval to Provide Letters of Support to Developer**
   City Manager recommending City Council approval to provide two Letters of Support to the developer for inclusion in Spring 2026 Iowa Historic Tax Credit Part 2B applications. These letters pertain to the rehabilitation of the Rouse & Dean Company Foundry Building (990 Washington Street) and First Congregational United Church of Christ (255 W. 10th Street), two historic properties within priority redevelopment areas.
   Suggested Disposition: Receive and File; Approve

4. **Request for Special City Council Meeting on March 23, 2026 at 6:00 PM**
   City Manager recommending City Council approval to schedule a Special City Council Meeting on March 23, 2026, at 6:00 p.m. to keep the approval timeline on track for items associated with the Gronen/Kilbourne Development Agreement Amendment for the mixed-use project at 5th and Main Streets and associated platting actions.
   This meeting will take place prior to the 6:30 p.m. public hearing on the proposed Fiscal Year 2027 tax rate and will be conducted as a separate meeting, as required by Iowa Code.
   Suggested Disposition: Receive and File; Approve

5. **2025 ADA Sidewalk Curb Ramp Project One Acceptance of Public Improvement Construction Contract**
   City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $89,477.53 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One.
   RESOLUTION Accepting The 2025 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor

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

6. **2025 ADA Sidewalk Curb Ramp Project Two Acceptance of Public Improvement Construction Contract**
City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $224,599.25 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project Two.
RESOLUTION Accepting The 2025 Ada Sidewalk Curb Ramp Project Two And Authorizing Final Payment To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Plat of Survey for Right of Way Dedication – Portions of West 5th Street, West 6th Street, Main Street, and the City Alley, as Part of the Gronen Development, Inc. Mixed-use Building Project at the Corner of West 5th and Main Streets**
City Manager recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lot 62A and City Lot 62B, in the City Of Dubuque, Iowa, along portions of West 5th Street, West 6th Street, Main Street and the City Alley just West of Main St., and acceptance of the dedication and reservation of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution.
RESOLUTION Approving The Plat Of Survey For Right Of Way Dedication Of City Lot 62A And City Lot 62B, In The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Approval of Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)**
City Manager recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art).
RESOLUTION Approving The Plat Of Survey For Proposed Vacated Streets And Alley Right Of Way Areas In Parts Of City Lots 623B, 648A, 648B, And Lot 2 Of Woodward Place, In The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Agreement with Northeast Iowa Community College for proposed Building Entrance Site Improvements at 700 Main Street in Dubuque, Iowa**
City Manager recommending City Council approval of an agreement with Northeast Iowa Community College (NICC) in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.
RESOLUTION Approving An Agreement between the City of Dubuque, Iowa and Northeast Iowa Community College which provides for a future vacation and sale

process for a portion of the W. 7th Street right-of-way lying East of Main Street and facilitates an improvement project by Northeast Iowa Community College
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Calendar Year 2025 Urban Revitalization Program Applications**
City Manager recommending City Council adopt a resolution approving the 2025 Calendar Year applications filed in accordance with the Urban Revitalization ordinance and directs that the approved applications be forwarded to the City Assessor for residential property tax abatement.
RESOLUTION Approving Property Tax Abatement Applications Submitted By Property Owners In Urban Revitalization Areas And Authorizing The Transmittal Of The Approved Applications To The City Tax Assessor
Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **Private Lead Service Line Replacement Pilot Program - Phase 1 Project Acceptance**
City Manager recommending City Council adopt the attached resolution to accept the improvements and authorize the final payment to the construction contractor, JQ Construction, LLC, for the Private Lead Service Line Replacement Pilot Program - Phase 1 Project (CIP No. 4281000050) with a total contract price of $1,735,494.78.
RESOLUTION Accepting The Lead Service Line Replacement – Phase 1 Project And Authorizing Final Payment To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Lead Water Main Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ**
City Manager recommending City Council approval to release a request for qualifications (RFQ) for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and to submit an Iowa SRF Planning and Design (P&D) Loan to finance planning and design costs associated with the project.
Suggested Disposition: Receive and File; Approve

13. **Grant Application and Letter of Support to Climate Smart Communities Initiative**
City Manager recommending City Council approval of a grant application and letter of support to The Climate Smart Communities Initiative (CSCI) grant application on behalf of Office of Sustainability in partnership with Crescent Community Health Center and MK Corona.
RESOLUTION Retroactively Authorizing The Filing Of An Application For The Climate Smart Communities Initiative (CSCI) Grant
Suggested Disposition: Receive and File; Adopt Resolution(s)

14. **Exclusive Soft Drink Provider Agreement for Parks & Recreation Department Facilities**
City Manager recommending City Council approval of the attached Lime Rock

Springs 3-year Agreement as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece concession, Flora and Sutton pool concession, Veterans Memorial Park and the Port of Dubuque Marina.
Suggested Disposition: Receive and File; Approve

15. **Signed Contracts**
Avant Acoustics for Cloud Consulting at the Grand River Center; Ehrlich Excavating Inc. for Utility removals and excavation W. 8th St.; Environmental Management Services of Iowa, INC EMSI for 6505 Pennsylvania Asbestos Abatement; Ferguson Waterworks for the Neptune 360 AMI software support 2/1/26-1/31/27; Geisler Brothers Co. for Administration Building Boiler Additionl (Building 80); Great Sounds Audio Video for JOTC Training Room Projector Replacement and Installation; Municipal Well & Pump for the Flexsteel East Pump – Pull & Inspect; Municipal Well & Pump for the Flexsteel West Pump – Pull & Inspect; Oasis Well & Pump for City owned House DNR approved well abandonment; Origin Design Co. for Task Order No. 24-06B (Amendment No. 2) for the Dubuque Well Fields Fiber 408 Permitting; Shive Hattery Task Order #1 for the Federal Building Parking Lot Reconstruction Project.
Suggested Disposition: Receive and File

16. **Improvement Contracts with Performance, Payment, and Maintenance Bonds**
Portzen Construction, Inc. for the 7800 Chavenelle Building Remodel Project.
Suggested Disposition: Receive and File; Approve

17. **FY26 Budget Amendment No. 2 Request, Reallocation of remaining Granger Creek Sanitary Sewer Improvements SRF funding from the two completed projects to the Granger Creek Lift Station Project**
City Manager recommending approval to reallocate the remaining sanitary sewer SRF funding in the upcoming FY26 Budget Amendment #2 as follows: $285,783.43 from the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and $153,808.07 from the Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001) to the ongoing Granger Creek Lift Station Improvements Project (Project ID: 5581500009).
Suggested Disposition: Receive and File; Approve

18. **PEG Fund Expenditures**
City Manager recommending City Council approval of the Cable TV Commission's recommendations for a total expenditure not to exceed $110,624.21 ($100,567.46 in requested funds plus $10,056.75, to cover increased equipment and shipping costs since applications were submitted) in PEG Equipment Fund expenditures.
Suggested Disposition: Receive and File; Approve

19. **Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC**
City Manager recommending that the City Council approve an amendment to the lease agreement between the City of Dubuque and Dubuque Childcare

Collaborative LLC (DCC) that would allow the City to lease additional space, specifically Unit 6 and certain corridor areas, totaling 6,300 square feet.
Suggested Disposition: Receive and File; Approve

20. **Approval of Retail Alcohol Licenses**
City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
Suggested Disposition: Receive and File; Adopt Resolution(s)

21. **Approval of Retail Tobacco Permit and Device Retailer Permit Applications**
City Manager recommending City Council approval of retail tobacco permit and device retailer permits as submitted.
RESOLUTION Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453a.47a and 453e.3
Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

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

1. **Setting Public Hearing for a Proposed First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.**
City Manager recommending City Council adopt the attached resolution setting a public hearing for March 23, 2026, at 6:00 PM to consider a First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and Gronen Development, Inc. for the construction of a mixed-use building at the corner of 5th and Main Streets.
RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Gronen Development, Inc. Pursuant To A First Amendment To Development Agreement By And Between The City Of Dubuque And Gronen Development, Inc. And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The First Amendment To Development Agreement And Providing For The Publication Of Notice Thereof
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 23, 2026

2. **Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1**
City Manager recommending City Council approval to set a public hearing on for April 20, 2026, to consider a Resolution of Necessity that finds that an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate

RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.1 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.1 For Said District
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for April 20, 2026

3. **Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa For Vacating Petition (Agreement between City of Dubuque and Dubuque Museum of Art)**
City Manager recommending City Council set a public hearing for April 20, 2026, for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution, and according to the Development Agreement with adjacent property owner Dubuque Museum of Art.
RESOLUTION (1) Approving The Minimum Requirements, Competitive Criteria, And Offering Procedures For The Development And The Sale Of Certain Real Property And Improvements In The Greater Downtown Urban Renewal District; (2) Determining That The Offer To Purchase Submitted By Dubuque Museum Of Art Satisfies The Offering Requirements With Respect To The Real Property And Declaring The Intent Of The City Council To Approve The Development Agreement And Sale To Dubuque Museum Of Art In The Event That No Competing Proposals Are Submitted; (3) Declaring The Intent To Vacate And Dispose Of Parts Of City Street Right Of Way Being City Lots 623B, 648A, 648B, And Lot 2 Of Woodward Place, In The City Of Dubuque, Iowa, To Be Known City Lots 648C, 648D, AND LOT 1B AND 2A Of Woodward Place, In The City Of Dubuque, Iowa And (4) Soliciting Competing Proposals
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for April 20, 2026

BOARDS/COMMISSIONS

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

Civil Service Commission
Iowa Code §400.1 requires publication of the name(s) of person(s) selected by the Mayor for appointment to the Civil Service Commission no less than thirty days prior to a vote by the city council. Mayoral selection of appointments occurred at the February 2, 2026, city council meeting with the vote on appointments to occur at the March 16, 2026, city council meeting.
One, 4-Year Term through April 6, 2030 (Expiring term of Crabill)

Applicant Selected for Appointment by the Mayor
Randall Ludowitz, 867 Barbaralee Dr.

Remaining Applicants
Colleen McKenna, 1360 Mount Pleasant St.
Brian Neises, 1841 Phyllrich Dr.
Tom Parker, 2743 Mineral St.
Darcy VanOstrand, 1222 Lincoln Ave.

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 March 25, 2031 (Expiring term of Loeffelholz)
Applicant:
Ben Loeffelholz, 3180 Keokuk Ct.

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. **Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa**
   Proof of publication on notice of public hearing to consider City Council approval of a resolution for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa, be conveyed to Jeremy L. and Andrea A. Biedermann via the Quit Claim Deed, and City Manager recommending approval.
   RESOLUTION Disposing 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 A. Biedermann
   Suggested Disposition: Receive and File; Adopt Resolution(s)

2. **2026 Public Works Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 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 $298,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid

Package 3 through adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **Public Hearing and Approval of Third Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society**
Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Third Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society, and City Manager recommending approval.
RESOLUTION Approving A Third Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society
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 - Third Reading**
Third and final 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 A

2. **2026 Catherine Street Storm Sewer Project: Award Public Improvement Contract**

City Manager recommending the public improvement contract for the 2026 Catherine Street Storm Sewer Project be awarded to Top Grade Excavating, Inc. for both the Base Bid and Alternate Bid No. 1 in the amount of $232,657.70.
RESOLUTION Awarding Public Improvement Contract For The 2026 Catherine Street Storm Sewer Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: Award Public Improvement Contract**
City Manager recommending City Council adoption a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 to Valentine Construction Co LLC in the amount of $273,516.85 which is 21.42% below the estimate of probably cost.
RESOLUTION Awarding Public Improvement Contract For The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1
Suggested Disposition:

4. **2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: Award Public Improvement Contract**
City Manager recommending City Council adopt a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 to Midwest Concrete, Inc in the amount of $87,103.00 which is 1.61% below the estimate of probable cost.
RESOLUTION Awarding Public Improvement Contract For The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2
Suggested Disposition:

5. **Approve Professional Consultant Services Supplemental Agreement No. 2 Smart Traffic Routing with Efficient & Effective Traffic System (STREETS)**
City Manager recommending City Council authorize the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc., which approves revisions to the original contract agreement scope of services to support installation of Dynamic Message Signs, related field implementation, and associated project budget adjustments for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project, subject to the concurrence of the Iowa Department of Transportation.
RESOLUTION Approving Consultant Professional Services - Supplemental Agreement No. 2 Between The City Of Dubuque And Parsons Transportation Group, Inc. For The Smart Traffic Routing With Efficient And Effective Traffic System (Streets) Project (Iowa DOT Project No. EDP-2100(699)-7Y-31)
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Dubuque Fire Department Ladder Truck 4 Push In Ceremony Video**
Staff from the Communications Office will show a video featuring the Dubuque Fire Department's push-in ceremony at Station #4 for the new ladder truck. The video

can also be seen on the City's YouTube Channel at
https://youtube.com/shorts/UyfmzjEiPZM?si=zxfOJoL2ItcZuqi1
Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

ADJOURNMENT

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

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

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

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

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March 16, 2026

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 6:00 PM - Dubuque Main Street

SUMMARY: Dubuque Main Street Director David Barba will present Dubuque Main Street's annual report and an overview of the organization.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Presentation

2025

DUBUQUE MAIN STREET

ANNUAL REPORT

DUBUQUE MAIN STREET

Executive Director
David Barba

OUR TEAM

Staff

David Barba • Exec. Director

Laura Bertjens • Operations Manager

Dubuque Farmers' Market

Lucas Delaney • Onsite Manager

Hunter Jancek • Onsite Manager

Executive Committee

Creed Waelchli • Cottingham & Butler

Kari Pape • Nicolet Bank

Terry Mozena • Mozena Realty

Jill Connors • City of Dubuque

Laura Roussell • City of Dubuque

Taryn Bennett • Cottingham & Butler

Alyssa Carlson • O'Connor & Thomas

Board of Directors

Eric Helminiak • Origin Design

Adam Killion • Capra Bank

Jim Klostermann • Dupaco Com. Credit Union

Alex Lee • The Spot Nutrition

Brandon Lynch • UMB Bank

Ben Graham • Graham's Style Store

Tony Pfohl • The Fischer Companies

Wendy Vosberg • TH Media

Chris Wand • FEH Design

Karen Cavanagh • Premier Bank

Jessica Kieffer • Gronen

OUR CURRENT LEVEL OF CITY FUNDING

DUBUQUE MAIN STREET

$96,211.00

Paid Annually to Dubuque Main Street in Quarterly Payments via Purchase of Services Agreement

OUR PROGRAMMING

How We Activate Our Downtown

DUBUQUE Farmers' Market
BY DUBUQUE MAIN STREET

2025 Statistics

375 Unique Zip Codes Collected
Recorded Visitors from Hawaii, to Connecticut, and many more.

$117,586.00 in Token Sales in 2025

120 Vendors accepted

42 New Tables, Benches & High Tops added to increase amenities.

Take a Seat & Stay a While

$30,000 DRA Core Grant received in 2025 to provide seating amenities throughout the Farmers' Market.

Purchased New Seating, Storage, & Transportation Equipment

Join the Fun & Build a Business

120 Vendors Hosted in 2026

Avg. $103,586.80 in Token Sales goes directly to our Farmers' Market Vendors annually since 2021.

Highest recorded in 2025 at >$117k

Stumble Upon Something Unique

+1 Mascot Dance-Off in 2025

Continued Development of Street Performance Style Programming coming in 2026.

Looking Ahead to 2026

New Revenue Streams Unlocked

-Farm Bureau Sponsorship

-Expansion of Merchandise Sales.

-Allows us to further invest in the Farmers' Market

Upcoming DRA Grant Proposals To Continue to Enhance Amenities

Enhanced Marketing to Meet Rising Needs of Vendors.

DUBUQUE
AND ALL THAT
JAZZ

Kickoff the Summer With a Little Jazz

Reduced # of Events from 3 to 1

Turned a -$5,000 Loss in 2024 to a $15,000 Gain in 2025

Renewed Focus on Local Music Drives Attendance in 2025.

Roosevelt Middle School Brought the Crowd Early.

54 Students performed to a packed crowd to start the night with a bang.

Expands our local representation with youth engagement.

The Business Brought a Big Sound With Songs you Know.

Chicago based touring band "The Business" returned to All That Jazz.

Played an accessible cover set to play songs that everyone knows.

The DZ Combo Shows Us What's to Come.

Local Jazz Quartet "The DZ Combo" partnered with local collaborators to create performance that is unique to our event and our community.

Joined by 3 local collaborators.

-Leslie Shalabi
-Darron Nelson
-Stephon "Wxlley" Baldwin

DUBUQUE
AND ALL THAT
JAZZ

Celebrate Local Music With Your Neighbors in 2026

DZ Combo Returns with a Growing Cast of Support. 6 Supporting Acts joining the Combo in 2026.

10 of Soul Returns as a fan favorite.

Operational Improvements a focus of 2026. Additional Volunteers & Vendors Needed to support a growing audience.

Puttzin' Around Dubuque

Success in 2025 Paves the Way for Big Plans in 2026.

45 Teams of 4 Registered in 2025

$12,808 in Funds Raised in 2025.
(An All Time Puttzin' Best)

84.2% Player Retention Rate in 2025
Players who have played Puttzin' in a prior year and came back again.

A Long Time Tradition With Room to Grow.

A Downtown staple since 2002

$200k+ in Cumulative Revenue.

1,253 Players Participated Throughout the event's history.

60.7% of all recorded Puttzin' Players never return after their first year.

-A key measurable to identify growth potential.

-For every 10 new players we find, only 4 come back for seconds.

The Legacies of Puttzin' Legends Show the Path Ahead

Puttzin' is primarily supported by a core player base of hyper-loyal teams and hole sponsors.

-84 Players have attended more than 5 years.

-11 Players attended 10+ years.

Our Goals:

-Improve Player Retention

-More Robust Marketing Campaign

-Reduce Navigational Friction

-Reward loyal players + sponsors

-Raise the Bar for Production Value.

Creative Solutions for Complex Obstacles

New in 2026

"The Golden Putter" Traveling Trophy will be hosted by the venue with the best hole design. Designed and fabricated by local artist Jimmy Cole.

-Development of the Puttzin' Pocket Caddy.
Your solution for event navigation, team scoring, and voting for the best costume and best hole design.

-Reduced Event Boundaries to provide manageable walks between venues.

-A Growing Committee of Volunteers from UMB Bank, Lane Madsen State Farm, Lovell & Co., Keller Williams Legacy Group, and more!

DUBUQUE • IOWA
ARCHITECTURE
Days

20 Years in the Making, Architecture Days Maintains its Core Support.

1 Week of Architectural Tours through downtown's history. Led by volunteers from FEH Design, Origin Design, and the Community Foundation of Greater Dubuque.

Food Festival Fridays

Washington Park was Activated with a Few New Additions

Deployed Picnic Tables and Seating amenities from the Farmers' Market DRA Grant to Washington Park.

In-House Marketing Carried the event to be on par with 2024.

OUR SERVICES

How We Support Our Downtown.

DUBUQUE MAIN STREET

Grant Administration

SWAP Grant - MSI Grant Programs

Digital Media Support

Pilot Program in 2025

Grant Administration

How it Works.

1. Main Street Receives Funding from Partnering Government Agencies and in-house fundraising.

2. Main Street Advocates for downtown stakeholders to engage with and apply for grant programs at dubuquemainstreet.org

3. Main Street Grants Committee Reviews Applications and Scores Accordingly.

4. Main Street Funds Projects that drive private investment and supports the next great downtown businesses.

Grant Administration

Our Impact

Dubuque County SWAP Grant Program
-In 2023, Main Street received $130,000 in grant funding for interior renovations

-In return we saw $4.6 Million
in Private Investment for those projects.

Main Street Iowa Challenge Grant
-As an accredited organization, we have the opportunity to nominate 1 project per year to compete for exclusive state funding.

$938,000.00 in State Funding since 2002.
73.7% Approval for Challenge Grants since 2002

DIGITAL MEDIA SUPPORT

How it Works.

1. A Downtown Business, Event, or Non Profit Books a Photographer at dubuquemainstreet.org/booking

2. DMS Photographer captures professional quality content at little or no cost to the client.

3. Clients Receive their photos with full rights to use for their own needs.

4. Dubuque Main Street posts content our social media pages to raise awareness of the amazing things happening in our downtown.

PROVING THE MODEL

FOR FUTURE GROWTH.

40 Businesses & Organizations supported in 2025

27 Events Captured

Downtown Dubuque is not fully capitalizing on the communication and marketing potential of the internet and social media.

DMS is able to produce content for those who need it most, at a high level, with minimal production costs for our organization and the clients.

MARKETING AS A CORE COMPETENCY

DUBUQUE MAIN STREET

By prioritizing in-house marketing we've increased our reach, saved money, and offered downtown stake-holders an accessible new service.

MORE SAVINGS, MORE IMPACT

255,000

FACEBOOK REACH

Unique users that saw us in 2025.
A 37.5% increase over 2024.

+84.8%

ENGAGEMENTS

Your likes, shares, comments, and every which way you show that you care

OUR CURRENT LEVEL OF CITY FUNDING

DUBUQUE MAIN STREET

$96,211.00

Paid Annually to Dubuque Main Street in Quarterly Payments via Purchase of Services Agreement

FY25 & FY26 BUDGET • INCOME

Income Sources	FY25 (Jul 2024-Jun 2025)	FY26 (YTD Actuals)
- Restricted Grant Income	$108,000.00	$20,000
-Unrestricted Grant Income	-	$12,884.28
-Private Income + Product Sales	$1,195.00	$1,294.99
-In Kind Materials, Space & Services	$97,456.56	$64,971.04
-Farmers' Market	$96,851.00	$8,176.71
-Pledges	$51,451.00	$36,489.21
-City Purchase of Services	$96,211.00	$72,158.25
-Special Events	$94,976.12	$18,843.49
-Misc. Income	$468.00	-
Total	**$549,323.91**	$235,221.66 YTD **$467,853.00 FY26 Budget**

FY25 & FY26 BUDGET • EXPENSES

Programming Expenses	FY25 (Jul 2024-Jun 2025)	FY26 (YTD Actuals)
- Grant Programs (Pass Through)	$122,370.00	$25,768.00
-In Kind Materials, Space & Services	$97,717.00	$64,971.00
-Farmers' Market	$34,072.00	$7,265.00
-Special Events	$73,987.00	$19,632
-Misc. Expenses	$8,368.00	$5,660.00
-Staffing / Payroll	$150,617.00	$83,092.00
-Rent, Utilities, & Insurance	$39,833.00	$24,173.00
-Accounting Dues & Professional Services	$9,788.00	$13,566.00
-Development & Promotions	$27,092.00	$1,646.00
Total	**$571,844.00**	$245,773.00 • **$411k Projected FY26**
Net Income	-$22,416.00	-$19,884.00 • **+$56,841.00 Projected FY26**

FY25 & FY26 BUDGET • ANALYSIS

DUBUQUE MAIN STREET

1. Programming Costs are Down Dramatically, But Results are Up.

- Special Events Expenses	**- FY25: $73,987.00**	**- FY26 Budget: $41,870.00**	**- ($32,117.00) FY25 vs. FY26**
-Farmers' Market Expenses	**- FY25: $34,072.00**	**- FY26 Budget: $34,750**	**- On Par with FY25**

We've cut special events spending by more than 43% and we are generating better returns. Last year, 3 Music on Main Events lost -$5,000 vs. 1 event that netted us +$15,000

2. Development & Promotional Spending: From $9.1k to $4.5k

- Development & Promotions	**- FY25: $9,092.00**	**- FY26 Budget: $4,500.00**

We embraced our core competency of marketing as an in-house asset. By relying less on third party providers, we were able to stretch our budget further, while still Advancing our marketing key performance indicators considerably.

FY25 & FY26 BUDGET • ANALYSIS

DUBUQUE MAIN STREET

3. Staffing is Leaner but our Organization is Stronger.

- Staffing / Payroll	**- FY25: $150,617.00**	**- FY26 YTD: $83,092.00**	**- Monthly Rate: $12,551.00 vs. $9,952.00**

Monthly Payroll is down 21%. But the program has not declined. Events are more profitable, the Farmers' Market added new amenities and increased the setup & tear down workload, grants are being administered with a new digital platform that we have developed in-house, Puttzin' reached new heights and is poised to take more steps forward in 2026 and Jazz has found it's audience again. The savings come from right-sizing our team to get back to our core, not from cutting capacity.

4. More Money Going to Our Mission, Less to Overhead.

- Total Operational Expenses	**- FY25: $226,806.00**	**- FY26 Budget $159,650**
	-	**($68,806.00) -30.3% Overhead Costs.**

Operational overhead is on pace to come in $50,000 lower than last year. That's $50,000 more going to programs, services, mission, and helps us close the gap toward a balanced budget. Either way, your investment is being managed more responsibly than it was in FY25.

Dream BIG
With Dubuque Main Street.

David Barba
Dubuque Main Street
1069 Main Street
Dubuque, IA 52001

3/17/2026
563-590-7078
dbarba@dubuquemainstreet.org
dubuquemainstreet.org

DUBUQUE MAIN STREET

Copyrighted
March 16, 2026

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: Honeybee Day (March 25, 2026)

SUMMARY: On behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, honeybees and native insects are important as pollinators for a third of the food we eat. Honeybees are vital in production of over 90 crops grown across the nation, many of which are in Northeast Iowa. Honeybees contribute significantly to the biodiversity and food security of our community by assuring the availability of fruits, vegetables, nuts, and flowers for wildlife providing and estimated $95 million-dollar economic value to Iowa crops from their pollination; and

WHEREAS, Iowa beekeepers produce 2.6 million pounds of honey a year while Iowans consume over 4 million pounds of honey resulting in importing honey from other states and foreign countries; and

WHEREAS, the City of Dubuque promotes programs such as “No Mow May”, Pesticide and herbicide reduction in city parks, construction of pocket floral parks in urban areas, encouragement of ornamental flowers in right of ways, medians and round-a-bouts and the ever growing Dubuque Farmers Market giving an avenue for local beekeepers to sell local honey to consumers who enjoy the many health benefits of locally sourced honey; and

WHEREAS, honeybees face serious threats from invasive pests and disease, decreasing bee friendly habitat, human inattention, variable climate and pesticide and herbicide pressure; and

WHEREAS, the City of Dubuque was one of the first larger cities in Iowa to allow urban beekeeping and encourages and promotes many types of urban pollination programs with grants, classes, and clubs. It is now estimated there are over 60 urban beehives in the city of Dubuque some of which are on city of Dubuque property whose bees are pollinating many types of trees, plants, flowers and other blooming flora throughout the spring, summer, and fall.

NOW THEREFORE, I, DAVID T. RESNICK, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 25TH OF MARCH 2026 AS

“Honeybee Day”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 16th day of March 2026.

_____
David T. Resnick, Mayor Pro Tem

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2026: Submitted by: HR Cook. Accepted by: HR Cook, Deb and Tony Zenner and Chris Puetz.

2025: Submitted and accepted by: HR Cook

2024: Submitted and accepted by: HR Cook

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of March 2, 2026; Zoning Advisory Commission of February 4, 2026; Zoning Board of Adjustment of January 22, 2026; Proof of Publication for City Council Proceedings of February 2, 9, and 16, 2026; Proof of Publication for City Council Expenditure Reports presented at the February 2 and 16, 2026 City Council meetings.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 3 2 26 City Council Minutes
2. Proof of Publication for 2.2 Proceedings
3. Proof of Publication for 2.2 Expenditures
4. Proof of Publication for 2.9 Proceedings
5. Proof of Publication for 2.16 Proceedings
6. Proof of Publication for 2.16 Expenditures
7. Zoning Board of Adjustment Minutes
8. Zoning Advisory Commission Minutes

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on March 2, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Budget Process Resources and Online Transparency Tools.

WORK SESSION
Budget Process Resources and Online Transparency Tools

Chief Financial Officer (CFO) Jennifer Larson and Budget Manager Laura Bendorf made a presentation on City Budget Resources and Online Transparency Tools. Brumwell noted that increasing the Local Option Sales Tax (LOST) rate would likely require a referendum and would confirm. Van Milligen stated that proposed state property tax reform legislation would not take effect until Fiscal Year 2028. Larson shared that questions about the online budget tools may be directed to the Finance Department and confirmed that all online budget input is reviewed by the City Manager, considered by relevant departments during budget development, and forwarded to the City Clerk for inclusion in the budget hearing record.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 5:43 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 March 2, 2026 in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Irish American Heritage Month (March 2026) was accepted by Jerry Feeny and Dave Kane on behalf of the Ancient Order of Hibernians Dubuque County Divisions #1 and #2.

2. AmeriCorps Week (March 8 - 14, 2026) was accepted by Lizzie Sulla and Zoe Heiar on behalf of the City of Dubuque AmeriCorps Program and Green Iowa AmeriCorps.

CONSENT ITEMS

Roussell requested Item Nos. 9 and 10 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 9 and 10. Seconded by Wethal. Motion carried 7-0.

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. Upon motion the documents were received and filed.

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. 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: Alizabeth Chapman for vehicle damage; Thomas Davis for property damage; Nicholas Fuller for property damage; Deon Lawrence 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. 52-26 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. First Amendments to Development Agreements Regarding Builder's Risk Insurance: Upon motion the documents were received and filed, and Resolution No. 53-26 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Plastic Center, Inc. and Resolution No. 54-26 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Ned Oberbroeckling were adopted.

6. First Amendment to Contracted Services Agreement – Travel Dubuque/Dubuque Area Convention and Visitors Bureau: Upon motion the documents were received and filed, and Resolution No. 55-26 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) was adopted.

7. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 56-26 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

8. Acceptance of Grant of Easement for Sanitary Sewer Utility across Luedtke and McElmeel Properties along Lake Eleanor Road: Upon motion the documents were received and filed, and Resolution No. 57-26 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 was adopted.

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: Motion by Roussell to receive and file the documents and adopt Resolution No. 58-26 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. Seconded by Resnick. City Engineer Gus Psihoyos summarized the parking changes resulting from the project. Motion carried 7-0

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: Motion by Roussell to receive and file the documents and adopt Resolution No. 59-26 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. Seconded by Resnick. Roussell confirmed that her questions were addressed during Item No. 9's discussion. Motion carried 7-0

11. Usage Agreement with Loras College for Petrakis Field: Upon motion the documents were received, filed, and approved.

12. Letter of Support: REAP Conservation Education Grant: Upon motion the documents were received, filed, and approved.

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. Upon motion the documents were received and filed.

14. Improvement Contracts with Performance, Payment, and Maintenance Bonds: Temperley Excavating, Inc. for the Ambassador Ct. Storm Sewer Replacement Project. Upon motion the documents were received, filed, and approved.

15. Community Support and Empowerment Grant Recommendation: Upon motion the documents were received and filed, and Resolution No. 60-26 Awarding Community Support And Empowerment Grant To Opening Doors; No. 61-26 Awarding Community Support And Empowerment Grant To Dubuque Arboretum & Botanical Gardens; No. 62-26 Awarding Community Support And Empowerment Grant To Centrally Rooted; and No. 63-26 Awarding Community Support And Empowerment Grant To Oh Happy Play were adopted.

16. Recommended Sculptures for 2026-27 Art on the River Rotating Public Art Exhibition: Upon motion the documents were received, filed, and approved.

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

ITEMS SET FOR PUBLIC HEARING

Breitfelder noted that Item No. 5 included a presentation and discussion, so the City Council would vote on the first four items together and then take a separate vote on Item No. 5. Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings for Items No. 1 through 4 as indicated. Seconded by Sprank. Motion carried 7-0.

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque, Iowa: Upon motion the documents were received and filed and Resolution No. 64-26 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 16, 2026 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 65-26 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 was adopted setting a

public hearing for a meeting to commence at 6:30 p.m. on March 16, 2026 in the Historic Federal Building.

3. Setting a Public Hearing - Ham House Lease Third Amendment: Upon motion the documents were received and filed and Resolution No. 66-26 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 16, 2026 in the Historic Federal Building.

4. Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application: Upon motion the documents were received and filed and Resolution No. 67-26 Setting The Date For A Public Hearing On Iowa DOT Consolidated Funding Application 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.

5. Set Public Hearing for Proposed Fiscal Year 2027 Tax Rate and Dollars and Taxpayer Statements: Motion by Resnick to receive and file the documents, adopt Resolution No. 68-26 Setting A Public Hearing On The Proposed Fiscal Year 2027 Tax Rate And Dollars And Taxpayer Statements, and set the public hearing for March 23, 2026 at 6:30 p.m. Seconded by Wethal. Van Milligen made a presentation. City Council Members discussed the state-mandated format and mailing requirements for taxpayer statements and shared views on the appropriate tax rate, debating whether to adopt the recommended rate or reduce it. Brumwell confirmed the rate may still be lowered after the set for public hearing but cannot be raised. Larson noted the maximum rate the Council could set is a tax rate of $14.22543, or $44.7 million. Van Milligen clarified that Dubuque County mails the taxpayer statements, but the State determines the required format. When asked whether the motion should include the maximum rate, Brumwell explained that the resolution itself does not list the rate and recommended amending the motion to direct the CFO to publish the required public hearing notice, which reflects the recommended rate of $31,941,065 (tax rate of 10.0637). Roussell moved, and Wethal seconded, to amend the motion accordingly. The amendment passed 5-2 with Leyendecker and Resnick voting nay. The amended main motion then passed 5-2, with Leyendecker and Resnick voting nay.

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. Housing Commission: One, 3-Year term through August 17, 2028 (Vacant term of Dickens). Applicant: Wyatt Pierce, 696 University Ave.

2. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Davis). Applicant: Parker Scott, 2455 Woodlawn St.

3. Zoning Board of Adjustment: One, 5-Year term through March 25, 2031 (Expiring term of Loeffelholz). Applicant: Ben Loeffelholz, 3180 Keokuk Ct. Loeffelholz spoke in support of his application.

Appointments were made to the following boards/commissions.

1. 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.; and Juan Montogomery, 36 West 4th St. Motion by Roussell to appoint Beatty, Engevold, and Montgomery to the terms. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. 2026 Catherine Street Storm Sewer Project Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 69-26 2026 Catherine Street Storm Sewer Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. Motion carried 7-0.

2. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project — Bid Package 1 Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 70-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Wethal. Assistant City Engineer Bob Schiesl explained that there will be four total bid packages for the project in coordination with the Public Works asphalt overlay program. Motion carried 7-0.

3. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2 Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 71-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Resnick. Schiesl confirmed that the section of University Ave. included in this project is in poor shape and therefore must be addressed. If the City is successful in receiving the 2026 BUILD Capital Grant for the East-West Corridor Capacity Improvements Project, it will be several years before construction occurs. Motion carried 7-0.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., spoke regarding Item Set for Public Hearing No. 5, sharing input about the City Council's discussion on the item.

Blake Molo, 1995 Creekwood Dr.; Roger Arensdorf, 3935 Creston; and Ketih Lucy, 3065 Huntington Dr., spoke regarding Action Item No. 7, advocating for the city to maintain the primary provision for elections. Arensdorf also provided input on Item Set for Public Hearing No. 5.

Breitfelder stated that written input was received for Action Item No. 7 from the following: Shirley Ramstedt, 1824 Keymont Ct.; Debbie, Dave, and Nick Krug, 2215 Rhomberg Ave; Rob McDonald, 3399 Eagle Point Dr.; Ketih Wolff, 210 Cedar Cross Rd.; Jean McDonald, 3120 Eagle Point Dr.; John Wilson; John and Jodi Riedl, 4220 Tanzanite Ct.; Ali Fuller; Cath Goodman, 440 Burch St.; and Dan Simon.

ACTION ITEMS

1. Request to Rezone Rustic Point #2 - Second Reading: 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 Roussell. City Council Members shared their perspectives on whether the rezoning should be approved. Wernimont noted that there are currently 11 town homes on the market, 9 of which are located within Dubuque city limits. Motion failed 5-2 with Leyendecker and Staver voting nay.

Motion by Resnick to receive and file the documents and approve second 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 Wethal. Motion carried 5-2 with Leyendecker and Staver voting nay.

2. 2026 BUILD Capital Grant Application: East-West Corridor Capacity Improvements Project - Approve Grant Application Submission: Motion by Resnick to receive and file the documents and adopt Resolution No. 72-26 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. Seconded by Wethal. City Council emphasized the importance of these types of grants to complete projects. Motion carried 7-0.

3. Levi & Sullivan Storm Sewer Extension Project - Award Public Improvement Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 73-26 Awarding Public Improvement Contract For The Levi & Sullivan Storm Sewer Extension Project. Seconded by Wethal. Motion carried 7-0.

4. 7800 Chavenelle Building Remodel Project - Award Public Improvement Contract: Motion by Resnick to receive and file the documents and adopt Resolution No. 74-26 Awarding Public Improvement Contract For The 7800 Chavenelle Building Remodel Project. Seconded by Sprank. Motion carried 7-0.

5. Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request to Distribute RFP: Motion by Roussell to receive and file the documents and approve distributing 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. Seconded by Resnick. Director of Transportation Services Ryan Knuckey explained that the RFP intends to gather vendor capabilities for on-street parking technology. Van Milligen noted that parking revenue does not generate profit for the City due to the high cost of building and maintaining parking facilities. Operations Supervisor Russ Stecklein described how parking enforcement was paused during the COVID-19 pandemic, which resulted in residents parking long-term in front of businesses and prompted complaints and requests to resume enforcement. When asked about how to revisit the item in the future if Council chose to table it, Brumwell advised that the proper procedural action would be to postpone the item to a specific date or meeting. City Council members referenced the previously completed mobility study and noted that the RFP deadline falls in April, aligning with budget meetings and making the topic timely for further discussion. Motion carried 7-0.

6. Smart Parking & Mobility Management Plan: Mobile License Plate Recognition System Request to Distribute RFP: Motion by Resnick to receive and file the documents and approve distributing 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. Seconded by Wethal. Motion carried 7-0.

7. Consideration of Changes to the City’s Election Nomination Process: Motion by Roussell to receive and file the documents and to discuss. Seconded by Resnick. City Council Members discussed the input received on the nomination process, clarified the purpose of considering a potential process change, and provided insights on whether to adopt a run-off provision. It was determined that no formal action would be taken at this time and that the topic would be revisited after the budget process, allowing additional opportunities for community feedback. Motion carried 7-0.

8. "Where Do Property Taxes Go?" Utility Bill Insert: Motion by Resnick to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

8. "Tax Increment Financing in Dubuque: 2010-2025" Utility Bill Insert: Motion by Sprank to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Resnick reported on the Dubuque 365ink Impact Awards.

Leyendecker reported on attending city department orientation meetings and holding meetings with the Dubuque Regional Humane Society and ECIA.

Staver reported on completing his city department orientations and meeting with the Dubuque Regional Humane Society.

Wethal reported on a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, a Dubuque Forward meeting, Conference Board meeting, and a Q Casino meeting, along with the Dubuque 365ink Impact Awards.

Cavanagh reported on meetings with Travel Dubuque and Dubuque Initiatives and traveling to Des Moines and Washington, D.C. for the legislative season.

CLOSED SESSION

Motion by Leyendecker to convene in closed session at 9:24 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 Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:06 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:06 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/20/2026

and for which the charge is 300.76

Kathy Goetzinger

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

this 20th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on February 2, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

WORK SESSION

Travel Dubuque Annual Update

Travel Dubuque President and CEO Keith Rahe presented the organizations annual update, addressing questions such as the communitys role in driving tourism success, ongoing efforts to evaluate return on investment, the significance of the hotel/motel tax, and the positive impact of RAGBRAI, including opportunities for community involvement.

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

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION
SUMMARY

THE FOLLOWING PROCEEDINGS IS A SUMMARY AND ARE ABBREVIATED. THE PRO-CEEDINGS IN ITS ENTIRETY IS ON FILE IN THE OFFICE OF THE CITY CLERK, 50 W. 13TH STREET, DUBUQUE AND MAY BE VIEWED DURING NORMAL BUSINESS HOURS OF 8:00 AM to 5:00 PM MONDAY TO FRIDAY OR ACCESSIBILE ON THE CITYS WEBSITE AT https://dubuqueia.portal.civicclerk.com/

The Dubuque City Council met in regular session at 6:30 p.m. on February 2, 2026, 2nd Fl. Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. 2025 Outstanding Civil Eng. Proj. Award: Asst. City Eng. Bob Schiesl presented ASCE IA Section award for ImOn Ice Arena Settlement Remediation Proj.

PROCLAMATIONS

1. Dubuque Military Chaplains Day (February 3, 2026) accepted by Janet Grass on behalf of the Dubuque American Legion Post #6.

CONSENT ITEMS

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

1. Min. & Reports: CC Proc. Jan 20, 2026; Civil Service Comm. Aug 13 & Oct 8, 2025; Comm. Dev. Adv. Comm. Nov 19, 2025; Historic Pres. Comm. Dec 18, 2025; Housing Comm. July 22, 2025; Human Rights Comm. Dec 9, 2025; Park & Rec Comm. Nov 18 & Dec 10, 2025; Zoning Bd. Adj. Dec 18, 2025; Proof of Pub.

CC Proc. Jan 5, 2026; Proof of Pub. Exp. Reports Jan 5, 2026. Docs recd & filed.

2. Notice of Claims: Selena Fischer (veh. dmg); Ethan Luedtke (prop. dmg); Steven Meier (veh. dmg). Docs recd, filed, referred to City Atty.

3. Disposition of Claims: Disposition of Claims: City Atty. referred claims to PERS of IA (ICAP agent): Peter Dotterweich, Sean Faherty, Richard Herrig, Ethan Luedtke, Steven Meier, Alyson Nelson, Daniel Schleter. Docs recd, filed, concurred.

4. Approval of City Expenditures: Docs received and filed, and Resolution No. 23-26 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. Updated New Housing Units Handout: Upon motion the documents were received and filed.

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

7. 2025 Pavement Marking Project: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 24-26 Accepting The 2025 Pavement Marking Project And Authorizing Final Payment To The Contractor was adopted.

8. Iowa Department of Transportation Bridge Cleaning Project Notification: Correspondence from Jesse Tibodeau, District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge cleaning on US-61 over the Peosta Channel. Upon motion the documents were received and filed.

9. Bee Branch Trail Project - Phase 3 (12th to 9th Street): Approve Grant Funding Agreement: Upon motion the documents were received and filed, and Resolution No. 25-26 Approving The Iowa Department Of Transportation Federal Aid Funding Agreement For A Transportation Alternatives Program (TAP) Project For The Bee Branch Trail Project - Phase 3 (12th To 9th Street) was adopted.

10. Stormwater Management Program Consulting Engineering Services Contract Award Recommendation: City Manager recommended City Council approval to enter into a contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering services for the Stormwater Management Program. Upon motion the documents were received, filed, and approved.

11. Acceptance of Permanent Grant of Easement for Street Pavement and Storm Sewer Utility across Part of Lot 1 of Lot 1 of the SE 1/4 of the SE 1/4 of Section 34, T89N, R2E, in the City of Dubuque, Iowa, Property at 1000 June Drive in Dubuque: Upon motion the documents were received and filed, and Resolution No. 26-26 Accepting A Grant Of Permanent Street Pavement And Storm Sewer Utility Easement Through, Under And Across Lot 1 Of Lot 1 Of The SE 1/4 Of The SE 1/4 Of Section 34, T89N, R2E, In The City Of Dubuque, Iowa was adopted.

12. Signed Contracts (Advantage Sheet Metal, Fabric Structures Intl., Handyman Steve, Hawkins Inc., ImOn Comm., Biedermann, Milestone Sys., Molo Plumbing & Heating, Racom Corp., Terracon Consultants). Received and filed.

13. Improvement Contracts with Performance, Payment, and Maintenance Bonds: Poly Vinyl Roofing, Inc. Received, filed and approved.

14. Updated "Tax Increment Financing in Dubuque" Booklet: Received and filed.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2541 Central Avenue: Upon motion the documents were received and filed and Resolution No. 27-26 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Hitzler Rental, LLC, To Bellevue State Bank For Property At 2541 Central was adopted; Public Hearing set for 6:30 p.m. on Feb 16, 2026 in the Historic Federal Building.

2. Levi & Sullivan Storm Sewer Extension Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 28-26 Levi & Sullivan Storm Sewer Extension Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was ; Public Hearing set for 6:30 p.m. on Feb 16, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

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

Appointments were made to the following boards/commissions.

1. Community Development Advisory Commission: One, 3-Year Term through February 15, 2029 (Expiring Low to Moderate Income Area Representative term of Brown). Applicant: Talma Brown, 2004 Windsor Ave. Motion by Sprank to appoint Brown to the term. Seconded by Resnick. Motion carried 7-0.

2. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Conrad). Applicant: Rebecca Bruce, 7926 N. Westbrook Dr. Motion by Resnick to appoint Bruce to the term. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. 7800 Chavenelle Building Remodel Project Public Hearing: Motion by Resnick to receive and file the documents and adopt Resolution No. 29-26 7800 Chavenelle Building Remodel Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Wethal. Motion carried 7-0.

2. Public Hearing to approve the First Amendment of the Amended and Restated Lease Agreement between the City of Dubuque and Bunge USA Grain, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 30-26 Approving The First Amendment To The Amended And Restated

Lease Agreement By And Between The City Of Dubuque And Bunge USA Grain, LLC For Real Property In The City Of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Rob McDonald (3399 Eagle Point Dr.) spoke on Action Item #2 re: transparency on MRG & city financial commitments.

Jason White (CEO, Greater Dubuque Dev. Corp.) spoke on Action Item #2 re: importance of air service for economy.

ACTION ITEMS

1. City Assessor Assessed and Taxable Valuations Presentation: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Roussell. City Assessor Troy Patzner made a presentation on the 2025 assessed and taxable valuations. Motion carried 7-0.

2. Commercial Air Service Minimum Revenue Guarantee: Motion by Roussell to receive and file the documents regarding the Minimum Revenue Guarantee (MRG) with Denver Air. Seconded by Wethal. Motion carried 6-1 with Leyendecker voting nay.

3. State Historic Preservation Office Programmatic Agreement for use of U.S. Department of Housing and Urban Development (HUD) Funding: Motion by Resnick to receive and file the documents and adopt Resolution No. 31-26 Authorizing The Mayor To Execute A Programmatic Agreement Between The City Of Dubuque; The Iowa State Historic Preservation Officer And The City Of Dubuque Historic Preservation Commission For HUD-Funded Programs. Seconded by Wethal. Motion carried 7-0.

4. Merge, LLC/Port of Dubuque LLC Termination of Development Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 32-26 Approving The Termination Agreement Of The Development Agreement Between The City Of Dubuque, Iowa And Merge, LLC, Dated November 18, 2019, As Amended, In The City Of Dubuque, Iowa, Assigned By Merge, LLC To Port Of Dubuque LLC By Assignment Of Development Agreement Dated February 13, 2020. Seconded by Resnick. Motion carried 7-0.

5. Proceedings to Complete Action for the Issuance of $2,330,000 Water Revenue Capital Loan Notes, Series 2026 (State Revolving Loan Fund Program) North English Road Water Main: Motion by Roussell to receive and file the documents and adopt Resolution No. 33-26 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $2,330,000 Water Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds. Seconded by Wethal. Motion carried 7-0.

6. Proceedings to Complete Action for the Issuance of $14,643,000 Sewer Revenue Bond, Series 2026 (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project Phase 2: Motion by Sprank to receive and file the documents and adopt Resolution No. 34-26 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $14,643,000 Sewer Revenue Bonds, Series 2026 and other documents related to the Series 2026 Bonds, and amending certain provisions. Seconded by Wethal. Motion carried 7-0.

7. Ordinance Updates following State v. Pagliai: 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. 2-26 Amending City Of Dubuque Code Of Ordinances Title 1 Administration, Chapter 1 General Penalty Section 1 General Penalty And Section 2 Civil Penalty. Seconded by Resnick. Motion carried 7-0.

8. Mobile Food Vendor Ordinance and Related Transient Merchant Amendments: 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. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 3-26 Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations And Adopting A New Chapter 9 Mobile Food Vendors and Ordinance No. 4-26 Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations Chapter 5 Solicitors And Transient Merchants Article B Transient Merchants Section 3 Exemptions. Seconded by Sprank. Motion carried 7-0.

9. Dubuque Housing Creation Projects Update Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Wethal. The video can be seen on the City's YouTube channel at https://youtu.be/sjrYA2ttNEc. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal reported on attending her first Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, the Police Departments annual awards ceremony, and a Dubuque County Early Childhood Board meeting.

Resnick reported on attending the recent Habitat for Humanity open house and the Telegraph Heralds First Citizen Award Celebration for Perry Mason.

Roussell reported on attending the Habitat for Humanity open house as well as Dubuque Main St. and HACAP board meetings.

Sprank reported on attending the Habitat for Humanity open house and an open house for 2527 Washington St., participating in the Dubuque Racing Association (DRA) nomination committee, attending a Crescent Community Health Center Board meeting, and attending neighborhood association meetings.

Leyendecker reported on attending City department orientations and an introduction meeting for the Sister City Committee.

Staver reported on attending City department orientations as well as attending his first DRA and Travel Dubuque board meetings.

Cavanagh reported on attending the Police Departments awards ceremony, appearing on Iowa Public Radios program River to River, and attending the US Conference of Mayors Winter Meeting in Washington, D.C.

CLOSED SESSION

Motion by Wethal to convene in closed session at 9:38 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Leyendecker. City Attorney Brumwell to consult council. Motion carried 7-0.

Reconvened in open session at 11:16 p.m.

ADJOURNMENT

Mayor Cavanagh declared the meeting adjourned at 11:16 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 2/20

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/20/2026

and for which the charge is 396.54

Kathy Goetzinger

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

this 20th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

City of Dubuque
Expenditures Approved at the 2/2/26 Council Meeting
VENDOR NAME INVOICE DESCRIPTION^Amount and Number of Consolidated Claims (if more than one)
1800TShirts, Transit Employee Uniforms, 585; 5; 3M, 3M Clear Transfer Tape (Signs), 526.98; A-1 MOBILE STORAGE SERVICE, LLC, STORAGE CONTAINER FOR BRANCHING OUT DBQ, 175; AIRGAS USA LLC, FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES, 3106.28; AIRGAS USA LLC, Liquid Oxygen for the WRRC - FY26, 31724.75; 10; AIRGAS USA LLC, Medical Oxygen for Ambulances, 87.37; 5; ALLIANT ENERGY, Blanket Purchase Order -Monthly Electric Service, 4960.49; 14; ALLIANT ENERGY, ELECTRIC BILLS FOR FY26, 6670.25; 4; ALLIANT ENERGY, FY 2026 Energy Costs for Various Locations, 4563.67; ALLIANT ENERGY, FY26 1503 W 3rd Electric, 1032.13; ALLIANT ENERGY, FY26 1805 Central LA Electric, 1452.52; 2; ALLIANT ENERGY, FY26 Electric Traffic & Street Lights, 912.43; 7; ALLIANT ENERGY, WRRC Electrical Expense - FY26, 23781.8; 2; ALLIANT ENERGY, WRRC Lift Stations - Electricity Expense FY26, 20332.02; Amano McGann Inc, Amano McGann Amano One Elite Software Package, 320679.5; 2; AMERICAN LEGION POST 6, FLAGS FOR PARKS DEPARTMENT, 810; Ascendance Trucks LLC, UNIT #1903 - WO9155 - CABLE, 53.71; Ascendance Trucks LLC, UNIT #2680 Parts: Cooler, Gasket, Seal, -520; Ascendance Trucks LLC, UNIT #3222 - MUFFLER STRAP SUPPORT, 33.06; Ascendance Trucks LLC, UNIT #3406 - WO9026 - SHOE KIT, BRAKE DRUM, 1040.19; ASJS Properties, LLC, 1913 Jackson, 40000; AT&T Mobility National Accounts, LLC, Engineering First Net 112925-122825, 1603.12; AT&T Mobility National Accounts, LLC, FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS, 1196.76; AV FUEL, Blanket Purchase Order - Aviation Fuel, 43864.48; 5; Bauer Built Inc, UNIT #2702 - SERVICE 1/2/2026, 175; Bauer Built Inc, UNIT #3226 - TIRE SERVICE, 276.84; Bauer Built Inc, UNIT #3255 - SERVICE 1/2/2026, 184.34; BERNARD COMMUNICATIONS COMPANY, Blanket Purchase Order - Monthly Public Wi-Fi, 299.85; 3; BIG A AUTO PARTS & SERVICE, UNIT #110024 - SERVICE (ALIGNMENT), 129.55; BIG RIVER SIGN COMPANY INC, DIRECTORY FOR VETERAN'S MEMORIAL PLAZA SIGN, 677.65; BLACK HILLS/IOWA GAS UTILITY CO, 514 Angella St - (City Owned) Black Hills Energy, 236.9; BLACK HILLS/IOWA GAS UTILITY CO, FY26 1157 Central Colts and MFC Bldg, 376.68; BLACK HILLS/IOWA GAS UTILITY CO, FY26 1310 Main St Annex Natural Gas, 635.84; BLACK HILLS/IOWA GAS UTILITY CO, FY26 1805 Central Ste 2, 44.74; BLACK HILLS/IOWA GAS UTILITY CO, FY26 350 W 6th St Federal Bldg Natural Gas, 5789.92; 2; BLACK HILLS/IOWA GAS UTILITY CO, FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS, 1250.9; 2; BLACK HILLS/IOWA GAS UTILITY CO, Locust Ramp Electricity FY26, 632.01; Bowie International, LLC, Truck box for Animal Control truck, 20055; Brandon Avenarius, City Property Maintenance Tree Clearing Brush Mowi, 2180; 2; C&C MANUFACTURING LLC, UNIT# 3471 - WASHER GFT220 DRAIN, 298.69; C&C MANUFACTURING LLC, UNIT# 3471 - WIPER ARM & BLADE, 256.8; CATHOLIC CHARITIES OF THE, FY2026 Purchase of Services Agreement, 8025.24; CES COMPUTERS INC, Ragan Griffin Laptop, 1953.99; CES COMPUTERS INC, Replacement computer - Quote #Stephen Green, 1942.58; CINTAS CORP, Cintas Ramp Rugs FY26, 212.59; 2; CINTAS CORP, Cleaning Supplies / Mats - Intermodal - FY26, 61.61; CINTAS CORP, Floor Mat Service, 156.94; 2; CINTAS CORP, FY2026 BLANKET PO - UNIFORMS, 739.53; 4; CINTAS CORP, Mats, Cloths,

shop towels JOTC FY26, 182.05; CINTAS CORP, Rugs/Towels for the WRRC-FY26, 705.36; CINTAS CORP, Various Maintenance - FY26, 390.22; CINTAS FIRST AID & SAFETY, FY2026 First Aid Supplies, 53.68; CINTAS FIRST AID & SAFETY, Replenish Safety Supplies Garage Jan 26, 13.76; CITY CLERK REFUNDS, EVENT DEPOSIT REFUND, 50; CITY OF DUBUQUE - UB, COMMUNITY IMPACT SERVICE PROGRAM FR 1/1/26-1/14/26, 671.91; Clean Earth Environmental Solutions Inc, 2024-62 - HHM RFP Award Clean Earth, 19184.72; CLEAN SWEEP OF I & I LLC, Car Washes, 112.46; Coast to Coast Personal Transportation, Blanket Purchase Order - Lost Baggage Return, 685; COMMAND SECURITY SOLUTIONS, ALARM MONITORING FY26, 108.87; 3; COMMUNITY SOLUTIONS OF EASTERN IOWA, FY2026 Contracted Services Agreement_CSEI, 250.81; Connor Mosele, BASKETBALL REFEREE, 180; COOK APPRAISAL LLC, Narrative Appraisal Report, 4500; Cooper Grams, BASKETBALL REFEREE, 90; CRAWFORD HEATING AND COOLING CO INC, Backflow Testing for 6 Fire Stations, 394.69; CRAWFORD HEATING AND COOLING CO INC, City of Dubuque RPZ/Backflow Testing 12/29/25, 503.88; Derrick Johnson, BASKETBALL REFEREE, 270; Digitech Computer LLC, Ambulance Billing Cash Receipts, 10212.74; Dinges Partners Group, Bunker Gear Repair, 49.12; Dinges Partners Group, Repair of Bunker Coat, 65; DITTMER RECYCLING INC, Blanket Refuse-Comingled Recycling, 2346.36; DITTMER RECYCLING INC, Confidential Shredding, 300; 6; DOOSAN BOBCAT NORTH AMERICA, INC, LF- Bobcat UW56, 65379.01; DreamSeats, LLC, ST3-Conference Table/Chairs & Recliners, 2687; Drive Line & Company, Inc., UNIT #3212 - WO9036 - CHELSEA PRESSURE SWITCH, 83.01; DUANE F ROLING, BASKETBALL REFEREE, 210; DUBUQUE AREA CHAMBER OF COMMERCE, Iowa Talent Poll, 25; DUBUQUE COMMUNITY SCHOOL DIST, Franchise Fee FY26, 4366.26; DUBUQUE COUNTY ABSTRACT & TITLE, ABSTRACT FEES FOR 1669 MAIN, 175; DUBUQUE COUNTY ABSTRACT & TITLE, Merge Abstract Invoice, 125; DUBUQUE COUNTY FIRE ASSOCIATION, 2026 Dues, 50; DUBUQUE COUNTY SHERIFF, DDTF Dec2025 Shared Expenses, 5636.23; DUBUQUE COUNTY SHERIFF, Dubuque County Sheriff Dec 2025, 25266.76; DUBUQUE HOSE & HYDRAULICS, GARAGE - SHOP USE - (WASHERS; SCREWS) 1/20/26, 8.01; DUBUQUE HOSE & HYDRAULICS, UNIT #2703 - WO9004 - PARTS 1/16/26, 39.43; DUBUQUE HOSE & HYDRAULICS, UNIT #3223 - WO9125 - LOCK NUT & BOLT, 209.42; DUBUQUE HOSE & HYDRAULICS, UNIT #3242 - 8340 - HOSE, -88.19; DUBUQUE HOSE & HYDRAULICS, UNIT #3405-0-WO9238 - HOSES 1/27/2026, 642.34; DUBUQUE HOSE & HYDRAULICS, UNIT #3417 - WO9030 - HOSES, SOCKET, SEAL, 207.99; DUBUQUE HOSE & HYDRAULICS, UNIT: PLOW - WO9134 - BOLT, 129.88; DUBUQUE SIGN COMPANY, REPLACEMENT WATER GUAGE SIGN, 325; DUBUQUE SOUTH POINTE LLC, South Point Subdivision Reimbursement, 14481.36; EASTERN IOWA EXCAV & CONCRETE LLC, STREET PATCHES FOR WM REPAIRS-EAGLE&ALTHAUSER, 6401.79; EHRLICH EXCAVATING INC, June Drive Storm Sewer and Intake Improvements, 19628.12; ELIZABETH GREEN, STREETS - STOCK - SNOW CHAINS 1/23/2026, 5475; ELIZABETH GREEN, STREETS - STOCK - SNOW CHAINS 1/23/2026 (B), 5475; ETALYC, Inc., Hyperflow Program - STIC, 5000; EUROFINS ENV TESTING NORTH CENTRAL, Lab Fees for FY26 (remainder), 425.2; 2; EverFlow LLC, EverFlow LLC - Snow & Ice Removal -Blanket PO, 3703; 3; Evora Energy LLC, Fuel Island Demo & Construction, 52415.42; EXPRESS EMPLOYMENT PROFESSIONALS, Dispatcher Temp Services, 979.62; 2; EXPRESS EMPLOYMENT PROFESSIONALS, Janitor Temp Services, 343; FAX A FORM INC, IRS 1098 Laser forms, 88.84; FEDEX, Fed X Shipping Fee-Water Bottle Sample - Lead, 36.96; 2; FEH Associates Inc, INSPECTIONS-FIRE ESCAPE, 2100; FEH

Associates Inc, Minor Mods Project, 5399.55; FERGUSON WATER WORKS SUPPLY #2516, METER COUPLINGS FOR METER STOCK, 3506.3; FOTH INFRASTRUCTURE & ENVIRO LLC, Airfield Pavement Management Program Update, 16129.4; 2; FOTH INFRASTRUCTURE & ENVIRO LLC, Old Mill Lift Station Phase 4 Design - Foth, 55011.5; FOTH INFRASTRUCTURE & ENVIRO LLC, Relocate Taxiway A, 7889.64; 2; FOTH INFRASTRUCTURE & ENVIRO LLC, Relocate Taxiway A Construction, 34294.28; 2; FOTH INFRASTRUCTURE & ENVIRO LLC, Runway Markings Improvement, 18584; 5; FOUR MOUNDS FOUNDATION, FY2026 Contracted Services Agreement_Four Mounds, 5000; Full Bohr Concrete, Holiday Asbury Intersection Street Panel Replaceme, 3905.45; GALENA GAZETTE PUBLICATIONS INC, Annual Galena Gazette subscription, 63; Gavin Sarvis, BASKETBALL REFEREE, 180; GENUINE PARTS COMPANY INC, GARAGE - STOCK EXHAUST HANGERS 1/22/26, 17.08; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 1/14/2026, 199.32; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 1/19/2026, 50.28; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS 1/26/2026, 150.47; GENUINE PARTS COMPANY INC, GARAGE - STOCK HNGR,BULB, FILTERS 1/21/26, 83.15; GENUINE PARTS COMPANY INC, LF-Shop Supplies 01/09/26, 95.5; GENUINE PARTS COMPANY INC, LF-Shop Supplies 01/19/26, 77.89; GENUINE PARTS COMPANY INC, LF-Shop Supplies- Tool Replacement 01/16/26, 35.8; GENUINE PARTS COMPANY INC, UNIT #3463 - FILTER, OIL, 35.15; GENUINE PARTS COMPANY INC, UNIT #540001 - FILTER, OIL, 102.01; GIESE SHEET METAL CO INC, MSC-FULL PREVENTATIVE MAINTENANCE 01/15/26, 2540; GIESE SHEET METAL CO INC, ST4-Humidifier Filters for Station 4, 24; GOODYEAR TIRE & RUBBER, Goodyear Tires Dec 25, 2514.33; GRAINGER INC, GARAGE - SHOP USE 10/02/2025, 136.58; GRAINGER INC, GARAGE - STOCK LIGHTS 9/17/2025, 36.25; GRAINGER INC, MASKS AND GLOVES FOR SAFETY PPE, 16.16; GRAINGER INC, Ref and St- Gloves and Earplugs 8/07/25, 158.29; GRAINGER INC, Refuse- Coated Gloves, 218.4; GRAINGER INC, Refuse- Coated Gloves 10/6/25, 420.48; GRAINGER INC, Refuse- Safety Glasses 6/24/25, 218.4; GRAINGER INC, Street-Leather Gloves 9/11/25, 257.76; GRAINGER INC, Street-Leather Gloves and Ear Plugs 9/5/25, 560.06; GRAYMONT WESTERN LIME INC, FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME, 16393.96; 3; GRP & ASSOCIATES INC, LF-Large Medical Waste Boxes 1/13/26, 33; HAPPY JOE'S PIZZA & ICE CREAM PARLO, Wet Lab Training Costs, 264; 2; HILLS & DALES CHILD DEVELOPMENT, SPECIAL SERVICES GRANT PROGRAM, 5056.77; HOYNE LANDSCAPING & SNOW PLOWING, 2025-2026 Snow/Ice Removal From Public Sidewalks, 4586.25; 5; HUSEMAN ELECTRIC LLC, ST5-Repair Remotes for 2 Ceiling Fans, 125; IMON COMMUNICATIONS LLC, 200 MBPS CIRCUIT FOR WATER TREATMENT PLANT, 370.97; INFOSEND INC, December Charges, 11928.85; INGRAM LIBRARY SERVICES INC., Children's books for collection, 970.78; 3; INGRAM LIBRARY SERVICES INC., Circulating materials for Adult library collection, 4558.33; 2; INGRAM LIBRARY SERVICES INC., Teen/Young Adult Materials for Collection, 731.16; 3; INTOXIMETERS INC, Alco-Sensors, 4250; IOWA DEPARTMENT OF HUMAN SERVICES, GEMT Claims for January 2026, 98286.56; IOWA DEPT OF TRANSPORTATION, Paper for MCTs, 210.24; IOWA FIRE MARSHALS ASSOCIATION, 2026 Membership Dues, 100; Iowa Health System, Orange Drug Boxes, 375; IOWA KENWORTH INC, GARAGE - STOCK - TURBO ACTUATOR KITS 1/15/2026, 1721.58; IOWA KENWORTH INC, UNIT #3412 - WO9006 - TURBO ACTUATOR KITS, 1721.58; IOWA POETRY ASSOCIATION, Lyrical Iowa 2025, 12.75; J & R SUPPLY COMPANY, 8' VALVE BOX CLEANER-CLEANING VALVE BOXES OF DEBRI, 2970; J & R SUPPLY COMPANY, TAPPING MACHINE FOR 1" &

3/4" TAPS, 5595; JMJ SCREEN PRINTING, VOLUNTEER DBQ SHIRTS, 555; JOHNSONS NURSERY INC, TREES FOR BRANCHING OUT DUBUQUE GRANT, 25000; KENNETH J WELTER, BASKETBALL REFEREE, 90; Kevin Beatty, Ground Transportation Reimbursement, 175; KEVIN KENNEDY, Healthy Home Assessment Practitioner Training-LHH2, 1300; 2; KILBURG EQUIPMENT LLC, GARAGE - STOCK FOR #3407 - CART TIPPER MOTOR, 3704.65; LANGE SIGN GROUP, Replace Electronic Message Center on Central Ave, 32876; LESLEIN TRUCKING, FY2026 BLANKET PO - SLUDGE HAULING SERVICES, 26389.95; Lisa Beatty, Ground Transportation Reimbursement, 175; MACQUEEN EQUIPMENT GROUP, STOCK - RUBBISH - ROLLER ASSY 1/22/2026, 617.59; MACQUEEN EQUIPMENT GROUP, UNIT #540010 - WO9235 - ROLLER ASSY 1/23/26, 1772.33; MACQUEEN EQUIPMENT GROUP, UNIT 2704 additional parts, -317.37; MARTIN EQUIPMENT OF IL INC, UNIT#3244 Rear View Mirror (being returned), -127.83; MARTIN EQUIPMENT OF IL INC, UNIT#3453 ? THRDLCKR,SCREW,NUT,SPRKT SEG 1/26/26, 3480.64; MARTIN EQUIPMENT OF IL INC, UNIT#3456 - CAPS, REFRIGERANT HOSES, 432.58; MARTIN EQUIPMENT OF IL INC, UNIT#3456 - ELBOW FITTING, HOSE 1/27/2026, 77.59; MARTIN EQUIPMENT OF IL INC, UNIT#3456 - HOSES & FITTING 1/20/26, 469.82; MARTIN EQUIPMENT OF IL INC, UNIT#3467 - FILTERS 1/20/26, 39.75; MARTIN EQUIPMENT OF IL INC, UNIT#3467 ? LUBRICATION PLUG, BOLT 1/21/2026, 101.64; MARTIN EQUIPMENT OF IL INC, UNIT#3472 - BATTERY 11/26/2025, 648.9; MARTIN EQUIPMENT OF IL INC, UNIT: NONE (BEING RETURNED) - MIRROR, -113.06; MEDICAL ASSOCIATES CLINIC PC, Immunization for New Officers, 307.95; MH LOGISTICS CORP, UNIT #3403 - WO8827 - SLIDE (SHOE BLOCK), 3863.45; MIDWEST MOTOR SUPPLY CO, GARAGE - STOCK FLUIDS 11/17/25, 60.48; MIDWEST PATCH/HI-VIZ SAFETY, Street Signs, Blanks, Supplies, 2395; MIKE FINNIN FORD LLC, No unit - Will be returning windshield hose, -71.23; MIKE FINNIN FORD LLC, UNIT #110024 - WO9117 - ARM ASSEMBLY FRONT SUS, 452.73; MIKE FINNIN FORD LLC, UNIT #110024 - WO9117 - ARM ASY-FRONT SUSPENSION, 558.46; MIKE FINNIN FORD LLC, UNIT #110024 - WO9117 - WHEEL ASSEMBLY, 1092.3; MIKE FINNIN FORD LLC, UNIT #110043 - WO9048 - SEAT COVERS & PADS, 873.23; MIKE FINNIN FORD LLC, UNIT #420001 - Service 1/20/2026, 19.99; MI-T-M EQUIPMENT SALES & SERVICE, LF- Shop Supplies 1/08/26, 185.5; MOLO OIL COMPANY, COD FIRE FUEL - ACCT#5900040766 - 01/20/2026 (A), 3931.28; MOLO OIL COMPANY, COD PW FUEL - ACCT#5900040766 - 01/20/2026 (C), 32654.78; MOLO OIL COMPANY, COD PW FUEL - ACCT#5990034984 - 01/20/2026, 724.2; MOLO OIL COMPANY, COD PW/FIRE FUEL - ACCT#5900040766 - 01/20/2026 (B, 8462; MOLO PETROLEUM LLC, LF fluids- Guardol Bulk and Kost Global 11/06/25, 1335.82; MOLO PETROLEUM LLC, UNIT #3471 - FLUIDS 12/11/2025, 304.1; NICHOLAS EDWARDS, MD, EMS Director Yearly Salary for EMS Support FY26, 3333.33; NIELAND REFRIGERATION, REPLACE WALK IN COOLER COMPRESSOR, 7658.14; O'REILLY AUTOMOTIVE INC, Blue Def 2.5 Gal, -19.99; O'REILLY AUTOMOTIVE INC, GARAGE - STOCK HANGERS 1/21/2026, 23.94; O'REILLY AUTOMOTIVE INC, GARAGE - STOCK WIPER BLADES, 179.8; O'REILLY AUTOMOTIVE INC, UNIT #23412 - BATTERIES 1/16/2026, 71.94; O'REILLY AUTOMOTIVE INC, UNIT #2502 - ANTIFREEZE 1/21/2026, 119.94; O'REILLY AUTOMOTIVE INC, UNIT# 130004 Replace Battery, -233.07; OVERDRIVE INC, Downloadable Materials for Children's Collection, 137.93; Patrick Quarnstrom, BASKETBALL REFEREE, 120; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 06/09/25, 475.92; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 12/04/25, 1083.54; Peterbilt of Wisconsin, STOCK - Cast Brake Shoe Kit, -1346;

Peterbilt of Wisconsin, STOCK Brakes- Cast Brake Shoe Kit, -105.98; PHELPS THE UNIFORM SPECIALISTS, Blanket Purchase Order - Weekly Uniform Cleaning, 579.73; 12; PRECISE MRM LLC, 2025-12 Subscription, 860; QUAD OPTICAL SERVICES LLC, Fiber Builds - Ancillary Services, 24042.3; 3; RACOM CORPORATION, Jule Bus Radio Maintenance FY26, 4900.48; RACOM CORPORATION, Parking Enforcement Radios, 2256.8; RACOM CORPORATION, Racom Ramp Camera System Maintenance, 64545.08; RACOM CORPORATION, Racom Ramp Camera Upgrades, 38165.53; RAM SERVICES LLC, 1005 Locust# 1,2,3,4,5,6; pre-mitigation-LHH24, 600; Reliant Fire Apparatus, Inc., UNIT #130003 - WO9091 - POWER LOCK ACTUATOR, 62.53; RILCO, Inc, Def Bulk, 175; RIVER CITY STONE, FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN, 383.13; 2; ROEDER OUTDOOR POWER EQUIPMENT, UNIT #4011 - WO9149 - BLADE SCRAPER, 213.18; ROSENBAUER MINNESOTA LLC, UNIT #1921 - WO9023 - FUEL SENDER, 305.97; Routeware, Inc., Software Renewal-11/21/25-11/20/26, 40990.32; Routeware, Inc., Software Renewal-11/21/25-11/20/26 (payment part 2, 5292; SADLER POWER TRAIN INC, GARAGE - SHOP USE - 1/14/2026, 265.2; SADLER POWER TRAIN INC, GARAGE - STOCK - 01/26/2026, 182.82; SADLER POWER TRAIN INC, GARAGE - STOCK LIGHTS 1/16/2026, 233.88; SADLER POWER TRAIN INC, UNIT #3206 - SERVICE - DRIVELINE 1/21/26, 287.52; SADLER POWER TRAIN INC, UNIT #3409 - WO8840 - STARTING FLUID 11/6/2025, 11.5; SADLER POWER TRAIN INC, UNIT #3410 - SWITCH, CLAMPS, GREASE, -95.42; SADLER POWER TRAIN INC, UNIT #4911 - WO9218 - BRAKE DRUM, 388.28; SADLER POWER TRAIN INC, UNIT# 1998 Ross Freightliner Power Steering Gear, -50; SAFEGUARD BUSINESS SYSTEMS INC, Art @ your library Postcards - February/March, 350.8; Schadl Incorporated, ST4-Multiple Toilet Leaking at Station 4, 1304.28; SCHIMBERG COMPANY, 1" COUPLINGS FOR METER STOCK, 514.6; SEDONA STAFFING, Hours Worked - Admin Support - 01/25/26, 304.5; SHERWIN WILLIAMS COMPANY, WOODEN LADDER REPLACEMENTS, 2998.32; SPX CORPORATION, Genfare Key Housing Plate, 178.86; STOP STICK LTD, Stop Stick Holsters/Terminator, 1737; STRAND ASSOCIATES INC, Granger Creek Pumping Station Design, 27616.31; STRAND ASSOCIATES INC, Ruby Sutton Second Floor Structural Engineering, 342.86; STRAND ASSOCIATES INC, Schmitt Island Sanitary Project, 1209.42; STRAND ASSOCIATES INC, WELL NO. 11 SOURCE WATER-CONSULTANT SVCS, 3061.83; TERRACON CONSULTANTS INC, Catfish Creek Interceptor South Fork Phase 4, 32634.68; 2; THE LOCKSMITH EXPRESS, Central Ramp Reset Combination locks, 135; THE LOCKSMITH EXPRESS, Enter House for Officers, 150; THE LOCKSMITH EXPRESS, Intermodal Facility, 150; THOMAS J KIEFER, BASKETBALL REFEREE, 90; THOMPSON TIRE & RETREAD, GARAGE-SERVICE TO DOLLY/CART TUBES 1/26/26, 32; THOMPSON TIRE & RETREAD, UNIT#3209- SERVICE - TIRE REPLACEMENT 1/26/26, 55; THOMPSON TIRE & RETREAD, UNIT#3213 - SERVICE - TIRE REPAIR 1/15/2026, 2582; THOMPSON TIRE & RETREAD, UNIT#3236 - SERVICE - TIRE REPLACEMENT 1/26/26, 856.98; THOMPSON TIRE & RETREAD, UNIT#3242 - SERVICE - TIRE REPLACEMENT 1/26/26, 50; THREE RIVERS FS INC, LF- #2 Dyed Diesel & #1 Dyed Diesel 01/14/26, 1870.81; THREE RIVERS FS INC, LF- #2 Dyed Diesel & #1 Dyed Diesel 01/20/26, 2681.27; THREE RIVERS FS INC, LF- #2 Dyed Diesel & #1 Dyed Diesel 01/22/26, 1422.81; THREE RIVERS FS INC, LF- #2 Dyed Diesel & #1 Dyed Diesel 01/27/26, 2149.63; THREE RIVERS FS INC, LF- LP Gas 33# Cylindar 1/22/26, 43.65; TIMOTHY L SPECHT, 2085 Sunnyview 21 Lead and HH Work, 38200; TIMOTHY L SPECHT, 2085 Sunnyview 21 Lead CO, 2500; TOP GRADE EXCAVATING INC, Old Mill LS and FM Project Phase 2,

1415774.13; TRAPEZE SOFTWARE GROUP INC, Fixed Route Software - Trapeze/Tripspark FY26, 31500; TRI STATE QUALITY METALS, BRACKETS FOR EPP RESTROOM, 65; TRICON CONSTRUCTION GROUP, Old Mill Lift Station and Force Main, 635481.59; TURPIN DODGE OF DUBUQUE LLC, UNIT #1702 - WO9234 - FILTER, 34.2; TURPIN DODGE OF DUBUQUE LLC, UNIT #1702 - WO9234 - FILTER DOOR, 25.16; UNION HOERMANN PRESS, January 2026 utility bill insert, 5064.6; UNIVERSITY OF DUBUQUE, Franchise Fee FY26, 4130.88; VERIZON WIRELESS SERVICES LLC, Fixed Route Rangers Data Dec 25, 319.52; VERIZON WIRELESS SERVICES LLC, Fixed Route Rangers Data Jan 26, 240.24; VERIZON WIRELESS SERVICES LLC, Fixed Route Signs Data Dec 25, 100.12; Vestis Group Inc (f/k/a Aramark), Linens, tablecloths, cleaning cloths, 131.97; Viterra USA Grain, LLC, FY2026 Unloading Salt Barges, 44690.92; 8; WAYNE R SCHNIER, BASKETBALL REFEREE, 90; WB McCloud & Co, Inc., FY26 1805 Central Pest Control, 125; WELU PRINTING COMPANY, 3000 #10 non-window envelopes, 236.3; WELU PRINTING COMPANY, 5000 #10 window envelopes, 338.77; WELU PRINTING COMPANY, Business Cards - Anderson Sainci, 32.71; WELU PRINTING COMPANY, Business Cards - Council Member Chris Staver, 39.1; WELU PRINTING COMPANY, Business Cards - Council Member Danny Sprank, 39.1; WELU PRINTING COMPANY, Business Cards - Council Member Tyson Leyendecker, 39.1; WELU PRINTING COMPANY, BUSINESS CARDS-Parking, 39.1; WELU PRINTING COMPANY, Engineering envelopes and No Parking Signs, 1281.45; 2; WELU PRINTING COMPANY, Envelops/Return Envelopes, 433.23; WENZEL TOWING SERVICE, Unit #1902 - FIRE TRUCK TOW TO ASCENDANCE 11/19/25, 187.5; WENZEL TOWING SERVICE, Unit #1902 - FIRE TRUCK TOW TO CITY GARAGE 11/19/2, 187.5; WHKS AND COMPANY, Grand Harbor Waterpark Structure Inspection, 1347.98; Wolter, Inc., Generator Preventative Maintenance, 936.73; Total, 3755516.05
1t 2/20

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/20/2026

and for which the charge is 13.43

Kathy Goetzinger

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

this 9th day of March, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE
PERIOD ENDING DECEMBER 31,2025 INTERIM EXPENDITURES BY FUND
General 1,934,475.65; Special Revenue 2,230,590.86; Capital Projects 4,010,288.80; Permanent 1,872.08; Water 474,956.10; Sanitary Sewer 308,211.25; Stormwater 231,779.98; Parking 51,002.34; Refuse 4,172.71; Transit 14,118.20; Internal Service 2,542.46; DMASWA 1,642,575.12; GRAND TOTAL $ 10,906,585.55

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

1t 2/20

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/20/2026

and for which the charge is 30.95

Kathy Goetzinger

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

this 20th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION
SUMMARY

THE FOLLOWING PROCEEDINGS IS A SUMMARY. THE PROCEEDINGS IN ITS ENTIRETY IS ON FILE IN THE OFFICE OF THE CITY CLERK, 50 W. 13TH STREET, DUBUQUE AND MAY BE VIEWED DURING NORMAL BUSINESS HOURS OF 8:00 AM to 5:00 PM MONDAY TO FRIDAY OR ACCESSIBILE ON THE CITYS WEBSITE AT https://dubuqueia.portal.civicclerk.com/

The Dubuque City Council met in special session at 5:15 p.m. on February 9, 2026, in Room 4 of the Grand River Center, 500 Bell St.

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

SPECIAL SESSION

Governance Session

Lyle Sumek of Lyle Sumek Associates, Inc. facilitated a governance session with the City Council. Council recessed for dinner at 6:06 p.m. and reconvened at 6:28 p.m. An additional break was taken from 7:46 p.m. to 7:53 p.m.

CLOSED SESSION

Motion by Roussell to convene in closed session at 8:48 p.m. to discuss Confidential Records Chapter 21.5(1)(a) Code of Iowa. Seconded by Resnick. City Attorney Brumwell to consult council. Motion carried 7-0.

Reconvened in open session at 9:48 p.m.

ADJOURNMENT

Mayor Cavanagh declared the meeting adjourned at 9:48 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 2/20

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/27/2026

and for which the charge is 441.50

Kathy Goetzinger

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

this 27th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
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 Montogomery, 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 its 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 communitys 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 Governors 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 councils 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
1t 2/27

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/27/2026

and for which the charge is 518.59

Kathy Goetzinger

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

this 27th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

City of Dubuque
Expenditures Approved by City Council at the 2/16/26 meeting
VENDOR NAME INVOICE DESCRIPTION^Sum of NET AMOUNT AND NUMBER OF CONSOLIDATED CLAIMS (IF MORE THAN ONE)
1800TShirts, Transit Employee Uniforms, 315; 3; 1ST AYD CORP, Janitorial Supplies - JOTC Garage, 317.99; 563 DESIGN PLLC, Annex Remodel consultant, 3443.75; A & G ELECTRIC COMPANY, A&G Electric- Emergency repair, 140; A & G ELECTRIC COMPANY, AG Electric City Hall Annex, 294.25; ACCURATE ANALYTICAL TESTING, AAT Dust Wipes LHH24, 602; 3; AGILEBITS, 1Password, 1538.8; AIRGAS USA LLC, Liquid Oxygen for the WRRC - FY26, 38512.77; 12; AIRGAS USA LLC, Medical Oxygen for Ambulances, 132.04; 3; AIRGAS USA LLC, MONTHLY TANK RENTALS FOR WATER TRT.PROCESS, 8.37; 2; AIRGAS USA LLC, Tank & Vaporizer Rental - FY26, 2833.89; ALAN J STOLTZ, BASKETBALL REFEREE, 30; Alex Pro Firearms LLC, LE SBR Rifles, 4200; Alex Pro Firearms LLC, LE-012 Enhanced LE-SBR, 8250; 2; ALL SEASONS HEATING & COOLING, EMERGENCY REPAIRS -GRC, 8540; ALLIANT ENERGY, 0557811000 PORT RAMP FY26, 760.69; ALLIANT ENERGY, ELECTRIC BILLS FOR FY26, 240.96; 2; ALLIANT ENERGY, Electrical Service for Building, 4702.1; ALLIANT ENERGY, FY 2026 Energy Costs for Various Locations, 14145.66; 4; ALLIANT ENERGY, FY 26 City Hall Electricity, 3397.3; ALLIANT ENERGY, FY2026 BLANKET PO - ELECTRICITY COSTS, 72783.76; ALLIANT ENERGY, FY26 1157 Central MFC Electricity, 3200.65; ALLIANT ENERGY, FY26 1805 Central LA Electric, 752.47; ALLIANT ENERGY, FY26 350 W 6th Electricity, 3692.5; ALLIANT ENERGY, FY26 Electric City Hall Annex 1300 Main, 1311.42; ALLIANT ENERGY, FY26 Electric Traffic & Street Lights, 176.63; 5; ALLIANT ENERGY, FY26 Electrical Service for 300 Main, Suite 330, 208.84; ALLIANT ENERGY, FY26 W 5th Restroom Electricity, 896.92; ALLIANT ENERGY, FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS, 1532.37; ALLISON, DANIEL, ALLISON D DEER TAG REIMBURSEMENT, 15; ALLISON, ROBERT, Allison R Deer Tag Reimbursement, 15; ALTORFER INC, Altorfer City Hall GEN maintenance and inspection, 1944; ALTORFER INC, UNIT #3292 - Relay, -250.53; ALTORFER INC, UNIT: PAVER - STOCK RELAY 12/9/2025, 275.53; AMERICAN RED CROSS, Online Training - Advanced Life Support & BL Train, 110; AMERICAN RED CROSS, Online Training - Basic Life Support, 37.56; Ascendance Trucks LLC, GARAGE - No unit # (returning item) 1/28/26, 128.36; Ascendance Trucks LLC, GARAGE - STOCK - LOCK NUT 1/28/2026, 9.49; Ascendance Trucks LLC, GARAGE - STOCK FILTERS - 2/4/2026, 231.56; Ascendance Trucks LLC, No unit - Will be returning - 12/9/2025, -3192.54; Ascendance Trucks LLC, STOCK - Nitrogen Oxide Sensor and Core (For Buses), -276.25; Ascendance Trucks LLC, UNIT #1903 WO 9313 Sensor, Nitrogen Ox 1/30/26, 870.35; Ascendance Trucks LLC, UNIT #1905 Brake Repair 1/31/26, 193.44; Ascendance Trucks LLC, UNIT #1906 - SERVICE (ENGINE) - 1/6/2026, 24003.86; Ascendance Trucks LLC, Unit #1906 - WO8398 - DPF KIT & Doc Assy, -780; Ascendance Trucks LLC, UNIT #1910 Parts: EGR Valve Kit and Cooler, -1235; 2; Ascendance Trucks LLC, UNIT #3222 - KIT, TURBOCHARGER ACTUATOR, -650; 2; Ascendance Trucks LLC, UNIT #3223 - SERVICE - REAR AXLE PWR DIVIDER 2/4/2, 6523.82; Ascendance Trucks LLC, UNIT #3401 - 9265 - AIR TEMP SENSOR 1/28/2026, 134.3; Ascendance Trucks LLC, Unit #3405 - Gear, Steering, Reman, -2835.15; Ascendance Trucks LLC, UNIT #3405 - WO9331 - EGR VALVE KIT, 1080.6; Ascendance Trucks LLC,

UNIT #3405 - WO9346 - PEDAL LOCK SWITCH, 47.76; Ascendance Trucks LLC, Unit #3407 - WO8436 - NO SENSOR, -276.25; AT&T Mobility National Accounts, LLC, AT&T First Net Monthly Charges, 2706; AT&T Mobility National Accounts, LLC, AT&T FirstNet - 12/29/25-01/28/26, 1001.22; AT&T Mobility National Accounts, LLC, FY2026 BLANKET PO-MONTHLY PHONE & IPAD COSTS, 1770.71; AT&T Mobility National Accounts, LLC, FY26 First Net Charges for IPhone/Tech Services, 4916.85; AT&T Mobility National Accounts, LLC, IPHONES AND IPADS PARKS-DEC 29, 2025 -JAN 28, 2026, 886.95; AVALON BODY SHOP INC, UNIT #3412 - ACCIDENT REPAIR 7/29/2025, 11744.99; Axon Enterprise, Inc., Interview panels, 1975.9; BLACK HILLS/IOWA GAS UTILITY CO, FY2026 BLANKET PO - GAS COSTS, 448.9; 3; BLACK HILLS/IOWA GAS UTILITY CO, FY25 JOTC GAS UTILITIES, 3386.04; BLACK HILLS/IOWA GAS UTILITY CO, FY26 LF BLANKET PO- GAS COSTS, 902.71; BLACK HILLS/IOWA GAS UTILITY CO, FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS, 1750.61; 3; BLACK HILLS/IOWA GAS UTILITY CO, Locust Ramp Electricity FY26, 795.8; BluePath Finance FC IV LLC, UTILITY EXPENSE - ELECTRICITY, 590.21; BURGER, JEFF, Burger J Deer Tag Reimbursement, 15; BUTT'S FLORIST & GREENHOUSE, FY26 WEEKLY FLOWER ARRANGEMENTS, 275; 2; CAIN, KENNETH, CAIN KENNETH DEER TAG REIMBURSEMENT, 15; CARLISLE RYAN DIGITAL SERVICES, Recruitment Materials, 1779.43; CARLOS SANTOS-RIVERA, Reimbursement for interview expenses-Housing Direc, 1226.07; CHEMSEARCH, LF Yield Aerosol 1/27/26, 207.95; CINTAS CORP, Cintas Ramp Rugs FY26, 159.41; 2; CINTAS CORP, FY2026 BLANKET PO - UNIFORMS, 680.74; 4; CINTAS CORP, Rugs/Towels for the WRRC-FY26, 1262.38; 2; CINTAS CORP, Various Maintenance - FY26, 783.52; 6; CINTAS FIRST AID & SAFETY, FY2026 BLANKET PO - FIRST AID SUPPLIES, 142.14; CINTAS FIRST AID & SAFETY, FY2026 First Aid Supplies, 258.23; CINTAS FIRST AID & SAFETY, Replenish Safety Supplies Garage Feb 26, 20.28; CITY OF DAVENPORT, CPAT Consortium Maintenance Fee, 500; Claudine Pied, Ground Transportation Reimbursement, 175; COMMAND SECURITY SOLUTIONS, LF- Alarm Monitoring Burglary 11/27/25, 342.9; COMMAND SECURITY SOLUTIONS, TROUBLESHOOT WIRED MOTION DETECTOR AT BUNKER, 195.15; COMMUNICATIONS ENGINEERING CO, Ethernet switching for Parking Ramp Project, 1167.66; COMMUNICATIONS ENGINEERING CO, LF-Cat 6 Cable to Gate Controller 1/30/26, 1006.54; CONLON CONSTRUCTION CO, Iowa Amphitheater Schmitt Island Bid Pkg 2, 156786.41; CONSTELLATION NEW ENERGY GAS DIV, FY2026 BLANKET PO - GAS COSTS, 5569.51; CONSTELLATION NEW ENERGY GAS DIV, Natural Gas City Hall, 2393.02; CONSTELLATION NEW ENERGY GAS DIV, NATURAL GAS FOR PARKS, 1216.85; CONSTELLATION NEW ENERGY GAS DIV, Utility gas for library, 4875.56; CONTINENTAL FIRE SPRINKLER CO, Fire Sprinkler Heads - Repair, Replace & Test, 3115; Cooper Grams, BASKETBALL REFEREE, 180; CORI L BURBACH, 10/23 CB Tampa ICMA Annl Conf, 357.19; Cottingham & Butler Inc, Job Evaluation Retainer - Install 10 of 11, 1000; CRAWFORD HEATING AND COOLING CO INC, Annual Domestic Backflow Inspection, 1542.81; CRAWFORD HEATING AND COOLING CO INC, Repair Backflow - Bradley Perry Lift Station, 1179.36; 2; CULBERTSON, JASON, CULBERTSON JASON DEER TAG REIMBURSEMENT, 15; DAVID A NESS, Dave Ness Travel Atlanta 0824-0829, 387; DAVIS, PAUL, DAVIS PAUL DEER TAG REIMBURSEMENT, 15; DELAWARE CO SOLID WASTE COMMISSION, LF- Delaware County Solid Waste Comm Fees, 4341.03; DEMMER OIL COMPANY, 7014 Diesel / 1500 Gasahol, 24541.58; 2; DENNIS RATH, 25 CAMBRIDGE PROPERTY SALE REIMBURSEMENT, 22.5; Derrick Johnson, BASKETBALL REFEREE, 270;

Discover Hospitality LLC, 2085 Sunnyview Relocation LHH21, 1346.12; Discover Hospitality LLC, 2085 Sunnyview Relocation LHH21 #58613, 293.42; Discover Hospitality LLC, 2867 Jackson St Relocation LHH'24 02.02.2026, 1334.94; DITTMER RECYCLING INC, Blanket Purchase Order - Monthly Refuse Collection, 402.94; DITTMER RECYCLING INC, FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE, 150; DITTMER RECYCLING INC, Landfill Fees - 20 yrd/2 yrd - FY26, 430.32; DITTMER RECYCLING INC, REFUSE FOR JAN 2026, 265.49; Dixon Engineering, Inc., PROFESSIONAL SVCS - DEMOLITION-EAGLE POINT WTR TWR, 2970; DONATH, GREG, DONATH GREG DEER TAG REIMBURSEMENT, 15; DONATH, RICK, DONATH RICK DEER TAG REIMBURSEMENT, 15; DONATH, WALTER, DONATH WALTER DEER TAG REIMBURSEMENT, 15; DUBUQUE COMMUNITY SCHOOL DIST, Franchise Fee FY26, 1071.15; DUBUQUE COUNTY AUDITOR, Warehouse Electricity- 325-328, 3315.76; DUBUQUE COUNTY E911 BOARD, AC 911 Access Fee Q3, 93.51; DUBUQUE COUNTY E911 BOARD, Access Fees E911 Transit Q3 FY26, 3459.87; DUBUQUE COUNTY E911 BOARD, EDAS Access Fees - 3rd Qtr FY26, 187.02; DUBUQUE COUNTY E911 BOARD, Emergency Radio Access Fees, 467.55; DUBUQUE COUNTY E911 BOARD, FY2026 BLANKET PO - MONTHLY EDACS ACCESS FEE, 1963.71; DUBUQUE COUNTY EMS ASSOCIATION, 2026 Membership Dues, 50; DUBUQUE COUNTY FIRE ASSOCIATION, Annual dues for 2026, 50; DUBUQUE COUNTY RECORDER, 2025-00012776, 87; DUBUQUE COUNTY RECORDER, 2025-00012796, 36; DUBUQUE COUNTY SHERIFF, Sheriff Services for JANUARY 2026, 557; DUBUQUE COUNTY TREASURER, 1250 Jackson; Colson, Tony; Property taxes; FY26, 203; DUBUQUE COUNTY TREASURER, 1502 Washington; Simon, Jason - Property taxes FY2, 930; DUBUQUE COUNTY TREASURER, 1523 Elm St; Jurisic, Ruth; Property taxes; FY26, 637; DUBUQUE COUNTY TREASURER, 1775 Washington; Herrig, Collin_property taxes,FY2, 866; DUBUQUE COUNTY TREASURER, 2140 Elm Street; Steuer, Rick; property taxes; FY2, 414; DUBUQUE COUNTY TREASURER, 743 Louise St, Krolick, Mark; property taxes; FY26, 747; Dubuque Forward LLC, ANNUAL LEASE PAYMENT, 1; DUBUQUE HOSE & HYDRAULICS, GARAGE - BIN FILL - AIR BRAKE CONN -1/28/2026, 50.25; DUBUQUE HOSE & HYDRAULICS, GARAGE - BIN FILL - MISC PARTS 1/29/2026, 295.86; DUBUQUE HOSE & HYDRAULICS, GARAGE - BIN FILL - MISC PARTS 1/29/2026 (2), 297.08; DUBUQUE HOSE & HYDRAULICS, LF- Shop Supplies 01/30/26, 329.09; DUBUQUE HOSE & HYDRAULICS, UNIT #:3411 Hose, Fem Swivel, and Assy Hose 1/30/2, 130.77; DUBUQUE HOSE & HYDRAULICS, UNIT #2703 - WO9369 - CONNECTORS, PIPES, 66.16; DUBUQUE HOSE & HYDRAULICS, UNIT #3403 - WO9259 - HOSES,CRIMP SOCKET 1/28/2026, 83.7; DUBUQUE HOSE & HYDRAULICS, UNIT: PLOW - WO9337 - FLANGE LOCK NUTS, 105.82; DUBUQUE HOSE & HYDRAULICS, UNIT: PLOW - WO9337 - NUTS 2/3/26, 141.01; DUBUQUE MULCH COMPANY, MSC- Picked up Top soil #4071 on 10/17/25, 936; EASTERN IOWA EXCAV & CONCRETE LLC, SIDEWALK AND TOPSOIL-WELU PARK, 2198.03; EASTERN IOWA EXCAV & CONCRETE LLC, STREET PATCHES FOR EAGLE ST&ALTHAUSER, 162.67; Ed Gau, BASKETBALL REFEREE, 180; Edge Ecom LLC, Workout Equipment for 6 Fire Stations, 13000; EDWARDS CAST STONE COMPANY, Franchise Fee FY26, 2073.92; 2; EELLS, MIKE,
EELLS MIKE DEER TAG REIMBURSEMENT, 15; EIDE BAILLY LLP, Eide Bailly Forensic Accounting Consulting Service, 10000; ERNST, BRAD, ERNST BRAD DEER TAG REIMBURSEMENT, 15; ETALYC, Inc., Hyperflow Program - STIC, 5000; EUROFINS ENV TESTING NORTH CENTRAL, Lab Fees for FY26 (remainder), 857.15; 5; FEDEX, Fed X Shipping Fee-Water Bottle Sample - Lead, 52.1; 2; FERGUSON WATER WORKS SUPPLY #2516, METER STOCK, 38640; FJB FOOD GROUP

LLC, DR BOBS FOOD LAB LICENSE REFUND, 332.5; FORCE AMERICA, UNIT #3205 - WO8795 - SENSOR 1/14/2026, 1163; FROMMELT, ROB, FROMMELT ROB DEER TAG REIMBURSEMENT, 15; GARY CARNER, 1555 MAIN INSPECTION OVERPAYMENT, 50; Gavin Sarvis, BASKETBALL REFEREE, 180; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 01/28/2026, 87.58; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 1/28/2026, 208.36; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 2/04/2026, 217.14; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 2/2/26, 545.36; GENUINE PARTS COMPANY INC, GARAGE - STOCK FILTERS - 2/3/2026, 25.48; GENUINE PARTS COMPANY INC, LF-Shop Supplies 01/27/26, 35.99; GENUINE PARTS COMPANY INC, No unit - Will be returning - 2/06/2026, 52.17; GENUINE PARTS COMPANY INC, UNIT #3451 - AIR FILTER 1/20/2026, 10.66; GENUINE PARTS COMPANY INC, UNIT #3456 - ONBOARD TOOLS 1/21/2026, 25.94; GEORGE MURPHY, Refund for Electrical Permit E25-0707, 105.8; GERMAINE ELECTRIC, HDQ-Replace Drop Cords in Bay at Headquarters, 4710; GIESE SHEET METAL CO INC, Giese Chavenelle building repair, 312.5; GOVCONNECTION INC, Fed. Bld Basement UPS battery, 294.08; GRAINGER INC, 4 WAY DIVISION SPLIT - 50 FT FIRE HOSE 2/3/2026, 938.56; GRAY MEDIA GROUP, INC, Advertising, 3000; 3; GRAYMONT WESTERN LIME INC, FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME, 16432.12; 3; GROSS, AARON, GROSS AARON DEER TAG REIMBURSEMENT, 15; GROSS, BRIAN, GROSS BRIAN DEER TAG REIMBURSEMENT, 15; HAU, TAYLOR, HAU TAYLOR DEER TAG REIMBURSEMENT, 15; HAWKINS INC, FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP, 7514.37; HAWKINS INC, Sodium Hypochlorite - Bulk order, 10102.46; 2; HDR ENGINEERING INC, E/W Corridor Capacity Improv-University Overlap, 3420.47; HDR ENGINEERING INC, LF- Customer Convenience Care Center Project, 11188.22; HDR ENGINEERING INC, Waste Minimization Report Consultant, 2724.74; Heartland Business Systems, LLC, Premium Xima Care Support, 938.38; HENDERSON PRODUCTS INC, GARAGE - STOCK - CHECK VALVES 1/21/2026, 400.31; HENDERSON PRODUCTS INC, UNIT #3223 - WO9125 - BEARING 1/22/2026, 118.04; HENDERSON PRODUCTS INC, UNIT #3241 Chains 1/28/26, 2801.21; HILLCREST FAMILY SERVICES INC, Franchise Fee FY26, 1615.51; 7; HINGTGEN, EUGENE, HINGTGEN EUGENE DEER TAG REIMBURSEMENT, 15; HINGTGEN, EVAN, HINGTGEN EVAN DEER TAG REIMBURSEMENT, 15; HM Life Insurance Company, Stop Loss Insurance premium for February 2026, 97955.31; HOYNE LANDSCAPING & SNOW PLOWING, 2025-2026 Snow/Ice Removal From Public Sidewalks, 991.5; 4; HYGIENIC LABORATORY, LEAD WATER SAMPLES TESTING FEE, 138; ImageTrend, LLC, Visual Preplan Software, 4280; IMWCA, TPA 411 payment - Police - December 2025, 131.25; IMWCA, TPA 411 payments - December 2025, 3352.61; IMWCA, TPA payments - December 2025, 24688.86; Industrial/Organizational Solutions Inc., Firefighter/EMT Exams, 511; INGRAM LIBRARY SERVICES INC., Children's books for collection, 377.04; 4; INGRAM LIBRARY SERVICES INC., Circulating materials for Adult library collection, 2123.3; 7; INGRAM LIBRARY SERVICES INC., Teen/Young Adult Materials for Collection, 303.45; 4; IOWA DEPT OF INSPECTIONS & APPEALS, Boiler Inspection - 10/08/25, 40; IOWA DEPT OF NATURAL RESOURCES, Iowa LRP Invoice #103-6 - Blum Scrap Yard and Recy, 534.73; IOWA HAZMAT TASK FORCE, 2026 Membership Dues, 100; IOWA KENWORTH INC, GARAGE - STOCK NIT OX SENSORS 2/10/2026, 877.33; IOWA KENWORTH INC, UNIT #2680 Sensor, Nitrogen 02/02/26, 1007.62; IOWA ONE CALL, Iowa One Call Utility Locates, 128.7; J & R SUPPLY COMPANY, Knife Gate Valve for the Centrate Tank, 8349.42; J & R SUPPLY COMPANY, Sani Sewer-

Coupling & Pipe 1/6/26, 1085; J & R SUPPLY COMPANY, SUPPLIES FOR PUBLIC WORKS ASPHALT OVERLAY PROJECT, 23800; JAMES TRAUSCH, 1446 AUTUMN RIDGE PROPERTY SALE REIMBURSEMENT, 52.5; JESSICA QUECK, 1625 N ALGONA DOUBLE PAYMENT, 180; JESSICA QUECK, 813 LINCOLN PROPERTY SALE REIMBURSEMENT, 191.25; JOHNSON CONTROLS, Annual Charge - Fire Alarm Detection, 1446.57; JOHNSON CONTROLS FIRE PROTECTION, Fire and Alarm Services City Hall, 7093.5; 2; JOHNSON CONTROLS FIRE PROTECTION, Fire and Alarm Services Federal Bldg, 3201.24; KEARNEY, TOM, KEARNEY TOM DEER TAG REIMBURSEMENT, 15; KEMPS, NICK, KEMPS NICK DEER TAG REIMBURSEMENT, 15; KEN SAIKI DESIGN INC, COMISKEY PARK -PHASE 2, 9063.5; KENNETH COOK, 1655 ASBURY PROPERTY SALE REIMBURSEMENT, 45; KENNETH J MEYER, Gloves for Operators & Lab, 522.5; KILBURG EQUIPMENT LLC, UNIT #4009 - WO8180 - RELIEF CARTRIDGE 1/20/2026, 221.58; KIM A HERRIG, FY26 Custodial Services for 300 Main, Suite 330, 412; KLUESNER CONSTRUCTION INC, Wood Chips for DMASWA for 1/16/26-1/22/26, 1200; KRAEMERS WATER STORE INC, Bottled Water Service for Landfill 1/31/25, 47.25; KRAMER, CONNOR, KRAMER CONNOR DEER TAG REIMBURSEMENT, 15; KRAUSMAN, ROSS, KRAUSMAN ROSS DEER TAG REIMBURSEMENT, 15; KUBITZ, JASON, KUBITZ JASON DEER TAG REIMBURSEMENT, 15; KUBITZ, NICHOLAS, KUBITZ NICHOLAS DEER TAG REIMBURSEMENT, 15; KUTSCH, MARVIN, KUTSCH MARVIN DEER TAG REIMBURSEMENT, 15; Kwik Trip Inc, Monthly Fuel Charges Acct #00557404: Jan 2026, 25609.71; LEEP LEX LLC, UNIT #2602 - WO9423 - TANK FILLER, 20; LIME ROCK SPRINGS CO, BEVERAGES THROUGH JUNE 2026, 331.77; LINDENBERG, RICHARD, LINDENBERG RICH DEER TAG REIMBURSEMENT, 15; LINK HYDRAULIC & SUPPLY, UNIT #3204 - SERVICE - RESEAL CYLINDER, REPLACE RO, 546.99; LISA KLEIN, 1730 BRISTOL PROPERTY SALE REIMBURSEMENT, 438.75; LOCATORS LTD, 2090 KEY LARGO REIMBURSEMENT, 262.5; LOCATORS LTD, 3260 CIDER RIDGE PROPERTY SALE REIMBURSEMENT, 120; LOCATORS LTD, 4959 WILDFLOWER PROPERTY SALE REIMBURSE-MENT, 120; LORAS COLLEGE, Expenditures Associated with the Agreement, 53436.34; Lotus Engineering and Sustainability, Community-wide Greenhouse Gas Inventory, 2910; Lyons Logging and Tree Care Inc., TREE REMOVAL, 10300; 2; LYONS, TRAVIS, LYONS TRAVIS DEER TAG REIMBURSEMENT, 15; MACQUEEN EQUIPMENT GROUP, Fire Hose Replacement, 324.53; MACQUEEN EQUIPMENT GROUP, GARAGE - STOCK RUBBISH - 2/4/2026, 729.23; MACQUEEN EQUIPMENT GROUP, STOCK - RUBBISH - Pin, Slide Pivot 1/28/26, 696.57; MACQUEEN EQUIPMENT GROUP, UNIT #540006 - SERVICE ON HYDRAULIC CYLINDER 2/6/2, 2696.41; MACQUEEN EQUIPMENT GROUP, UNIT 2704 tube, retainer, seal, bushing, bushing k, -986.4; Mark Vasquez, Refund for overpayment of fee, 10; MARTIN EQUIPMENT OF IL INC, UNIT#3453 Cap Screw 1/28/26, 43.2; MARTIN EQUIPMENT OF IL INC, UNIT#3453 Impact Wrench 3/4″ 1/29/26, 938.75; MARTIN EQUIPMENT OF IL INC, UNIT#3476 - COIL 2/3/2026, 347.5; MARY HOLLENBACK, 839 AIR HILL PROPERTY SALE REIMBURSEMENT, 105; MEADOWS, LUKE, MEADOWS LUKE DEER TAG REIMBURSEMENT, 15; MEDIACOM, INTERNET FOR TREE CREW-FY26, 236.9; MEDICAL ASSOCIATES CLINIC PC, pre-employ screening, phys, vaccine, drug/alcohol, 503; MEDICAL ASSOCIATES CLINIC PC, Wellness Checks, 5400; 3; MERCY MEDICAL CENTER, EMS Pharmacy Fees, 480; MIDWEST ALARM SERVICES INC, JOTC Service Call 1/30/26, 231; MIKE FINNIN FORD LLC, UNIT #110004 - WO8638 - FUEL TUBE ASY, -315; MIKE FINNIN FORD LLC, UNIT #3450 - SERVICE - REPLACE FUEL FILTER 12/11/2, 1427.4; MIRACLE CAR WASH CORP, FY26 Police Vehicle Car Washes, 167.86; MITCHELL, JACKSON, MITCHELL, JACKSON DEER TAG REIMBURSEMENT, 15; MODUS

ENGINEERING, LTD, EAGLE POINT WTP BOILER REPLACEMENT PROJECT, 1796; MOLDENHAUER, ROBERT, MOLDENHAUER BOB DEER TAG REIMBURSEMENT, 15; MOLO PLUMBING & HEATING, Molo Federal Building repair, 1158.41; MOLO PLUMBING & HEATING, Urinal repair City Hall MOLO, 556.34; MORRISON BROTHERS CO, LF-Materials for Signs 1/15/26, 40.96; MULGREW OIL COMPANY, Gasohol for the WRRC vehicles, 121.22; MULGREW OIL COMPANY, Winter Blend #1 - WRRC Use, 181.26; MULGREW OIL COMPANY, Winter Blend #2 - WRRC Use, 257.7; NADING, BRENNEN, NADING, BRENNEN DEER TAG REIMBURSEMENT, 15; NAN MCKAY & ASSOCIATES, INC, Model Administrative Plan Digital Revision Service, 239; NAN MCKAY & ASSOCIATES, INC, PIH Alert Subscription, 419; NAUMAN, TRAVIS, NAUMAN TRAVIS DEER TAG REIMBURSEMENT, 15; NORTHWEST MECHANICAL INC, Intermodal Facility - Service Call for Boiler, 3705; O'REILLY AUTOMOTIVE INC, GARAGE - STOCK LIQUIDS - 2/3/2026, 63.64; O'REILLY AUTOMOTIVE INC, GARAGE - STOCK SPARK PLUG 1/29/2026, 5.08; O'REILLY AUTOMOTIVE INC, UNIT #130005 - WO9226 - ANTIFREEZE 1/28/2026, 59.96; O'REILLY AUTOMOTIVE INC, UNIT #130012 - WO9260 - OIL FITER 1/28/2026, 7.93; O'REILLY AUTOMOTIVE INC, UNIT #1917 - WO9420 - BRAKE PADS, 50.6; O'REILLY AUTOMOTIVE INC, UNIT #2104 Micro-V Belt 2/2/26, 17.68; O'REILLY AUTOMOTIVE INC, UNIT #2109 - WO8714 - SPEAKERS, -49.99; O'REILLY AUTOMOTIVE INC, UNIT #2614 - WO9217 - BR CALIPER 1/28/2026, 120.06; O'REILLY AUTOMOTIVE INC, UNIT #2614 - WO9243 - TRANS FLUID 1/28/2026, 179.88; O'REILLY AUTOMOTIVE INC, UNIT #3405 - WO9346 - SWITCH 2/2/2026, 71.62; ORIGIN DESIGN CO, Fueling Station Improvements, 236.5; 2; OVERHEAD DOOR COMPANY, ST5-Overhead Door Maintenance, 179; Patrick Quarnstrom, BASKETBALL REFEREE, 120; Paul Ascheman, Critical Incident Debriefing, 255; PEERLESS WELL & PUMP INC, WELL NO.7 REHABILITATION PROJECT 2024-PHASE 2, 116853; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 01/14/2026, -317.94; 2; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 06/09/25, -105.98; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 12/04/25, -317.94; Peterbilt of Wisconsin, GARAGE - STOCK BRAKES - 2/9/2026, 959.8; Peterbilt of Wisconsin, STOCK - Brake Shoe Kits - Lining and Drum, -211.96; PITNEY BOWES GLOBAL FINANCIAL, Lease for Postage Meter 2025-12-06 to 2026-03-05, 824.94; PLANET TECHNOLOGIES INC, Power Automate, 74.58; PRECISE MRM LLC, Engineering
Precise vehicle monitoring 2025-12, 360; Print Plant LLC, Recruitment Materials, 1089; RACOM CORPORATION, Outdoor Siren plus Solar Chargers & Radios, 8206.51; RAMONA J MANTERNACH, LF- Clerical Services- Mona, 927; RILCO, Inc, Def Bulk, 376.25; RILCO, Inc, GARAGE - BULK FLUIDS - 2/4/2026, 3586.75; RIVER CITY STONE, FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN, 233.28; 2; RIVER CITY STONE, Rock for Creek Crossing Repair Middle Fork, 116.21; RIVER CITY STONE, STONE FILL FOR PLUMBING PROJECT, 20; Robert Kloskowski, rechargable safety lights, 113.48; ROEDER OUTDOOR POWER EQUIPMENT, UNIT #4011 - STOCK BUSHING - 2/6/2026, 42.24; ROEDER OUTDOOR POWER EQUIPMENT, UNIT #4011 - Tire and Wheel Assy 6-1/4"x3" 1/30/26, 199.78; ROGER CLEVELAND GOLF CO INC, PRO SHOP MERCHANDISE, 1739.16; 5; ROGER CLEVELAND GOLF CO INC, PRO SHOP SPECIALTY ITEM, 121.2; ROGER CLEVELAND GOLF CO INC, PRO SHOP SPECIALTY ITEMS, 365.4; 2; SADLER POWER TRAIN INC, GARAGE - STOCK - 01/26/2026, -26.01; SADLER POWER TRAIN INC, GARAGE - STOCK LIGHTS - 2/4/2026, 227.6; SADLER POWER TRAIN INC, GARAGE - STOCK LIGHTS - 2/4/2026 (2), 54.32; SADLER POWER TRAIN INC, UNIT #2680 - WO9398 - LOCK WSHR, NITRILE GLOVES, 14.11; Sandra

Fowler, Dept Mgr for Housing-Fowler Consulting, 11500; Schadl Incorporated, Landfill General Plumbing- Pump Out Mudpits, 955; SCHIMBERG COMPANY, NUTS AND BOLTS FOR METERS, 1711.4; SCHLICHTMANN MACHINE & DESIGN, INC, Digester Mixer Shaft Seal Cup, 350; SCHUMACHER, DAVE, SCHUMACHER, DAVE DEER TAG REIMBURSEMENT, 15; SCHUMACHER, GARRETT, SCHUMACHER, GARRETT DEER TAG REIMBURSEMENT, 15; SCOTT, PARKER, SCOTT, PARKER DEER TAG REIMBURSEMENT, 15; SEDONA STAFFING, Hours Worked - Admin Support - 11/02/25, 609; SEDONA STAFFING, Hours Worked - Admin Support - 11/16/25, 365.4; SEDONA STAFFING, Hours Worked - Admin Support - 11/30/25, 365.4; SEDONA STAFFING, Hours Worked - Admin Support - 12/21/25, 312.11; SEDONA STAFFING, Hours Worked - Admin Support - 12/28/25, 213.15; SENDT, JONATHAN, SENDT, JONATHAN DEER TAG REIMBURSEMENT, 15; SHANNON, BRIAN, SHANNON BRIAN DEER TAG REIMBURSEMENT, 15; SHANNON, OWYNN, SHANNON OWYNN DEER TAG REIMBURSEMENT, 15; Shive-Hattery Inc, Engineering Services for Hdq. Mechanical Systems, 12570; SPX CORPORATION, Genfare Rangers - Fixed Route, 6107.5; ST LUKES HEALTH - UNITYPOINT CLINIC, MRO Drug Screen results - January 2026, 42; STONE HOLLOW, Board K9 Axel, 240; SUPERION, LLC, Central Square Training/Travel, 2036.36; SUSTAINABLE STRATEGIES DC, Strategic Funding Services - Grant Writing, 7250; TAMMY POTTER, 1500 S GRANDVIEW PROPERTY SALE REIMBURSEMENT, 97.5; THE FISCHER COMPANIES, FY26 Parking Althoff, AC, Link, Murphy - Blanket, 160; THE FISCHER COMPANIES, Parking Rent (02/2026), 120; THE LOCKSMITH EXPRESS, Lock repair 1st floor City Hall, 110; THEISENS INC, Heater for Traffic Signal Cabinet, 22.74; THEISENS INC, Parking Maintenance Supplies, 58.77; THEISENS INC, Transit Uniform shoes - Ewert, 58.49; THEISENS INC, Transit Uniform shoes - Wuertzer, 80; Thermo King Sales & Service, UNIT 2695 Switch 1/30/26, 6.15; THOMPSON TIRE & RETREAD, UNIT# 3209 Flat Tire Repair 1/30/26, 208; THOMPSON TIRE & RETREAD, UNIT# 3241 Tire Repair 01/28/26, 547; THOMPSON TIRE & RETREAD, UNIT# 3410 Tire Repairs 1/28/26, 246; THOMPSON TIRE & RETREAD, UNIT# 540009 Tire Repair 1/28/26, 598.27; THOMPSON TIRE & RETREAD, UNIT#3403 Tire Repair 1/28/26, 1196.54; THREE RIVERS FS INC, LF- #1 Dieselex 02/05/26, 585.65; THREE RIVERS FS INC, LF- #2 Dyed Diesel & #1 Dyed Diesel 01/29/26, 1797.78; THREE RIVERS FS INC, LF- #2 Dyed Diesel 02/03/26, 1313.74; THREE RIVERS FS INC, LF- #2 Dyed Diesel 02/05/26, 1125.6; THREE RIVERS FS INC, LF- Spectra Lube Red/ Hyd Low Shear 2/6/26, 480.4; THREE RIVERS FS INC, LP Gas 33# Cylinder, 92.55; 4; TIGGES, GARY, TIGGES GARY DEER TAG REIMBURSEMENT, 15; TIGGES, JEREMY, TIGGES JEREMY DEER TAG REIMBURSEMENT, 15; TIGGES, JOHN, TIGGES JOHN DEER TAG REIMBURSEMENT, 15; TIGGES, NICHOLAS, TIGGES NICHOLAS DEER TAG REIMBURSEMENT, 15; TOP GRADE EXCAVATING INC, Catfish Creek Sanitary Utility Easement Stream Cro, 12180; Trace Analytics LLC, Aircheck Kits for SCBA Unit, 454.68; Tracey Lee Roberts, History presentation with Tracey Lee Roberts, 250; TSCHIGGFRIE EXCAVATING, FY26 As Needed Maintenance, 6477.5; UNION HOERMANN PRESS, City Services guide, 1288; UNION HOERMANN PRESS, Envelopes, 35; UNION HOERMANN PRESS, Franchise Fee FY26, 123.52; UNION HOERMANN PRESS, March/April 2026 City News, 2360; UNION HOERMANN PRESS, Printing of the Fire Department Strategic Plan, 994; UNION HOERMANN PRESS, SPIRIT cards, 388; UNION HOERMANN PRESS, Union-Hoermann Press QR cards for UB, 338; UNISON SOLUTIONS INC, Monthly Analysis Kit for H2S Testing, 275; UNIVERSITY OF DUBUQUE, Franchise Fee FY26, 5441.2; US Foods, MISC FOOD ITEMS- BHGC, 960.43; 2; Vidl

Solutions, Inc, CC Goal-Organizational Culture Continuous Improvem, 4500; WALKER, KYLE, WALKER KYLE DEER TAG REIMBURSEMENT, 15; WCS PHOTO, Photo Sitting/Downloading Charge, 139; Weber Capital Restoration Inc, (Emergency) Water remediation, 2851.47; WEIDENBACHER, TOM, WEIDENBACHER TOM DEER TAG REIMBURSEMENT, 15; WELU PRINTING COMPANY, FY26 Welu Printing-Business Cards, 129.39; WENZEL TOWING SERVICE, FY26 Wenzel Towing, 75; WEX HEALTH INC, FY26 COBRA, Commuter, FSA Admin - January 2026, 1100.99; YODER, LAVERN, YODER LAVERN DEER TAG REIMBURSEMENT, 15; Total:, 1161827.84
1t 2/27

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/27/2026

and for which the charge is 188.63

Kathy Goetzinger

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

this 27th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

City of Dubuque
Expenses Paid since 2/4/26
Submitted to City Council at their 2/16/26 meeting
VENDOR NAME INVOICE DESCRIPTION^TOTAL INVOICE AMOUNT (IN $)
AND TOTAL NUMBER OF INVOICES
Allen Media Broadcasting Evansville, Inc., Advertising,
600; 1; ALLIANT ENERGY, 0557811000 PORT RAMP FY26, 7399.14; 1;
ALLIANT ENERGY, Alliant 0539621000 12th Bluff Lot FY26, 23.44;
1; ALLIANT ENERGY, Alliant 1406331000 Intermodal Ramp FY26,
5242.68; 1; ALLIANT ENERGY, Alliant 1477501000 5th Bell Lot
FY26, 568.34; 1; ALLIANT ENERGY, Alliant 1522511000 5th St
Ramp FY26, 5514.52; 1; ALLIANT ENERGY, ALLIANT 4392701000
Ramps/Lots FY26, 17055.1; 1; ALLIANT ENERGY, Alliant
6477860931 12th Elm Lot FY26, 122.29; 1; ALLIANT ENERGY,
Blanket Purchase Order - Monthly Electric Service, 78.79; 1;
ALLIANT ENERGY, ELECTRIC BILLS FOR FY26, 9221.92; 8; ALLIANT
ENERGY, Electricity for Intermodal Jan 26, 1893.43; 1; ALLIANT
ENERGY, Electricity for JOTC Jan 26, 2101.25; 1; ALLIANT
ENERGY, FY26 Electric Traffic & Street Lights, 39078.96; 8;
ALLIANT ENERGY, FY26-UTILITY EXPENSE - ELECTRICITY FOR 6
STATIONS, 2223.7; 1; Amanda Hauta, Ground Transportation
Reimbursement, 175; 1; AREA RESIDENTIAL CARE, Franchise Fee
FY26, 575.01; 4; AssuredPartners Capital Inc, 26-27 Cyber
Liability Policy, 50588.66; 1; AT&T Mobility National
Accounts, LLC, Cellular Service for Department, 2894.75; 1; AV
FUEL, Blanket Purchase Order - Aviation Fuel, 448.49; 1; BARD
MATERIALS CENTRAL, CONCRETE FOR EMERGENCY WATERMAIN BREAK
REPAIR, 678.55; 1; BARD MATERIALS CENTRAL, CONCRETE FOR SHOP
RESTROOM REMODEL, 931.1; 1; BARD MATERIALS CENTRAL, Emergency
Repair at 3414 Pennsylvania, 1868.35; 1; BARD MATERIALS
CENTRAL, EMERGENCY WATERMAIN BREAK REPAIR, 1050.68; 1;
BENJAMIN J POTHOFF, Reimbursement for trip to Cleveland OH,
2813.65; 1; BEST BEST & KRIEGER LLP, Cell Tower Legal
Services, 984; 1; BIECHLER ELECTRIC INC, Wire House Reel on
Self Fueler, 940.56; 1; BLACK HILLS/IOWA GAS UTILITY CO,
FY2026 BLANKET PO - GAS COSTS, 162.99; 1; BLACK HILLS/IOWA GAS
UTILITY CO, FY26 1101 Central Colts and MFC Bldg Natural Gas,
565.74; 1; BLACK HILLS/IOWA GAS UTILITY CO, FY26 INTERMODAL
GAS UTILITIES, 1306.34; 1; BLACK HILLS/IOWA GAS UTILITY CO,
NATURAL GAS FOR FY26, 1264.91; 6; BLACKSTONE AUDIO BOOKS, CD
Audio Books for Library Collection, 279.06; 2; Book Farm LLC,
Children's books for collection, 1149.7; 1; B-PLUS DUBUQUE
LLC, Sealed Lead Acid BC Cell batteries, 1430.1; 1; CALLAHAN
EQUIPMENT SERVICES, Annual Inspection of Genie, 985; 1;
CAPITAL SANITARY, HDQ-Janitorial Supplies, 258.56; 1; CAPITAL
SANITARY, Janitorial Supplies, 470.3; 1; CAPITAL SANITARY,
Janitorial Supplies - Intermodal, 307.22; 2; CAPITAL SANITARY,
Janitorial Supplies - JOTC, 400.32; 2; CAPITAL SANITARY,
Janitorial supplies for Water Plant, 131.1; 1; CAPITAL
SANITARY, ST4-Janitorial supplies, 512.08; 1; CENGAGE LEARNING
INC, Large Print books for circulating collection, 607; 2;
CENTER POINT INC, Large Print books for circulating
collection, 51.54; 1; CENTURY LINK, FY26 CL Phone Charges,
3106.49; 2; CINTAS CORP, Floor Mat Service, 35; 1; City of
Dubuque, SHORTFALL AND SUBSIDY FOR FY26, 74100; 1; CITY OF
DUBUQUE IOWA/FIVE FLAGS, SHORTFALL AND SUBSIDY FOR FY26,
99909.17; 1; CLARKE UNIVERSITY, Franchise Fee FY26, 3036.36;
3; Coast to Coast Personal Transportation, Lost Baggage

Return, 305; 1; COMELEC INTERNET SERVICES, INTERNET FOR CAMPGROUNDS-FY26, 60; 1; COMELEC SERVICES INC, KDUB Tower Fees - 8 Units - FY26, 120; 1; COMMAND SECURITY SOLUTIONS, LF-Alarm Monitoring 11/27/25, 80.34; 1; COMMUNITY FOUNDATION OF GREATER DBQ, FY26 Envision Dbq-comm f cos, 18750; 1; COMMUNITY FOUNDATION OF GREATER DBQ, FY26 Project HOPE comm f COS, 21250; 1; CONSTELLATION NEW ENERGY GAS DIV, Natural Gas - FY26 - Constellation, 20973.17; 1; Cornerstone Government Affairs, Inc, August-November Gov Affairs & Consulting Services, 7500; 1; Cottingham & Butler Inc, Ongoing consulting 10-1-2025 to 10-1-2026, 2917; 1; CRESCENT ELECTRIC, Central Ramp Louvers, 497.54; 1; CRESCENT ELECTRIC, Street Meter Batteries, 2034.14; 1; DUBUQUE COMMUNITY SCHOOL DIST, Franchise Fee FY26, 2331.92; 1; DUBUQUE COUNTY E911 BOARD, Dubuque County 911, 93.51; 1; DUBUQUE COUNTY E911 BOARD, EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS, 3459.87; 1; DUBUQUE COUNTY E911 BOARD, FY26 Emergency Radio Access Fees, 467.55; 1; DUBUQUE COUNTY E911 BOARD, FY26 Radio System Fee, 93.51; 1; DUBUQUE FIRE EQUIPMENT INC, 4 Year Metal Inspection Tags, 67; 1; DUBUQUE FIRE EQUIPMENT INC, Annual Fire Extinguisher Testing, 474.5; 1; DUBUQUE FIRE EQUIPMENT INC, FIRE EQUIPMENT MAINTENANCE - DISTRO TRUCKS, 252; 1; DUBUQUE HUMANE SOCIETY, FY26 Contracted Service Fees, 14933; 1; DUBUQUE VISITING NURSE ASSOCIATION, Dubuque Visiting Nurse-Project 8X0173-LHH24, 1559.21; 1; DUBUQUELAND DOOR COMPANY, LF-North Door #2 Issues 01/19/26, 221.03; 1; EAST CENTRAL INTERGOVERN ASSOC, 16th St Detention Basin Culvert & Pumping Station, 273.5; 1; Ed Gau, BASKETBALL REFEREE, 270; 2; ERYKA D COOK, Self defense classes held at the library, 180; 2; FINLEY HOSPITAL, Franchise Fee FY26, 4453.96; 2; GOODYEAR TIRE & RUBBER, Goodyear Tires Dec 25, 2299.31; 1; Great Lakes Meter Proving, Inc, Calibration of fuel tanks and trucks, 4045; 1; GREATER DUBUQUE DEVELOPMENT CORP, FY26 COS GDDC, 26058.95; 1; HILLS & DALES CHILD DEVELOPMENT, Franchise Fee FY26, 885.99; 2; INGRAM LIBRARY SERVICES INC., Children's books for collection, 3665.04; 9; INGRAM LIBRARY SERVICES INC., Circulating materials for Adult library collection, 5686.29; 8; INGRAM LIBRARY SERVICES INC., Teen/Young Adult Materials for Collection, 621.76; 4; IOWA ONE CALL, Iowa One Call Utility Locates, 403; 1; Iowa Permit Technicians Association, 2026 IPTA MEMBERSHIP RENEWAL, 50; 1; IOWA TOTAL CARE (CAID HMO), AMBULANCE REFUND, 2044.44; 1; Iron Creek Group LLC, FY26 Taxes/Insurance for 300 Main, Suite 330, 3910.83; 1; Kanopy Inc, Kanopy Streaming Services for Adult Collection, 871; 1; Key Lime Air Corp, MRG for December 2025, 204128; 1; KONE INC, Elevator Maintenance, 271.84; 1; KONE INC, FY26 Engine House Elevator Service, 210; 1; KONE INC, FY26 Ramp Elevator Maintenance, 2474; 1; LEGACY HEALTHCARE, AMBULANCE REFUND, 747.83; 1; MAQUOKETA VALLEY ELECTRIC COOP, FY26 Electric Traffic & Street Lights, 1917.26; 17; MEDIACOM, FY26 INTERNET FOR POD MARINA, 236.9; 1; MIDWEST TAPE LLC, Adult DVDs, BluRays, CDs for Collection, 792.85; 4; MIDWEST TAPE LLC, Downloadable materials Hoopla, 7942.24; 1; MIDWESTONE BANK, February 2026 HAP, 626059; 1; MORGAN WAINWRIGHT, AMBULANCE REFUND, 18.23; 1; NETWORK COMPUTER SOLUTIONS, Service on 1/6, 1/7, 1/12, 1/13, and 1/14, 1487.5; 1; NORTHEAST IOWA COMMUNITY COLLEGE, CPR Class and Instructor Fee, 30; 1; ORIGIN DESIGN CO, Task order 35-1, 16225.25; 1; PHELPS THE UNIFORM SPECIALISTS, Blanket Purchase Order - Weekly Uniform Cleaning, 53.97; 1; POLYDYNE INC, Polymer - 3 totes for the Drum Thickener, 11385; 1; POLYDYNE INC, Polymer

- 6 totes - CE-2701 - for the Centrifuge, 23460; 2; PORTZEN CONSTRUCTION INC, Pay Application #1, 230375; 1; PORTZEN CONSTRUCTION INC, Pay Application #2, 76846.45; 1; PORTZEN CONSTRUCTION INC, Pay Application #3, 16169.55; 1; PUBLIC SAFETY CENTER, 3M FR-15-CBRN Canisters, 1006.14; 1; QUEEN B RADIO WISCONSIN INC, Advertising, 606; 4; RIVER CITY STONE, 2025 Various Stone, 39.07; 1; RXBENEFITS INC, FY26 Prescription Admin & Claims -1/3 to 1/16/26, 87539.3; 1; SCHAEFFER MANUFACTURING COMPANY, 4 Way Dept Split - Stock Citrol (cleaner) 1/16/202, 566.7; 1; SCHAEFFER MANUFACTURING COMPANY, 4 Way Dept Split - Stock NLGI#2 Grease - 1/19/2026, 559.8; 1; Sinclair Television Group, Inc., Advertising, 1700; 1; SPECIAL MARKETS INSURANCE CONSULTAN, AMERICORPS MEMBER HEALTH INSURANCE- DECEMBER, 600.89; 1; TELEGRAPH HERALD, Publication Expenses, 1649.8; 2; TELEGRAPH HERALD, TH NOTICES FOR SLAYDEN, 221.21; 1; THE FISCHER COMPANIES, FY26 Parking, 80; 1; THE FISCHER COMPANIES, Parking for IT - 2 spaces at Annex, 80; 1; THE FISCHER COMPANIES, Parking Spot-Media Services, 40; 1; TOWNSQUARE MEDIA LLC, Advertising, 3850; 1; TRI-STATE PORTA POTTY INC, PORT-A POTTIES FOR FEB 2026, 1915; 1; TRUCK COUNTRY OF IOWA INC, 101f/BW R109685 Air Dryer ASM, -160; 1; TRUCK COUNTRY OF IOWA INC, GARAGE - STOCK - PNEUMATIC ABS 1/27/2026, 111.35; 1; TRUCK COUNTRY OF IOWA INC, GARAGE - STOCK FOR JULES 1/23/2026, 452.88; 1; TRUCK COUNTRY OF IOWA INC, UNIT # 3204 - WO9228 - TANK,BRACKET,UBOLT, 357.71; 1; TRUCK COUNTRY OF IOWA INC, UNIT #1921 Batteries GRP31, -876.54; 1; TRUCK COUNTRY OF IOWA INC, UNIT #2703 - WO9004 - RADIATOR 1/14/2026, 938.15; 1; TRUCK COUNTRY OF IOWA INC, UNIT #3212 - WO9036 - PDM,PLUG,CABLES,LOCK, 129.75; 1; TRUCK COUNTRY OF IOWA INC, UNIT #3212 - WO9036 - TERMINALS, 7.52; 1; TRUCK COUNTRY OF IOWA INC, UNIT #3236- Turbocharger Actuator, -600; 2; TRUCK COUNTRY OF IOWA INC, UNIT #3403 - PART, -79.34; 1; TRUCK COUNTRY OF IOWA INC, UNIT #3407 - WO6884 - EGR COOLER KIT, 1511.93; 1; TRUCK COUNTRY OF IOWA INC, UNIT #540011 - SERVICE 1/20/2026, 410.67; 1; TRUCK COUNTRY OF IOWA INC, UNIT 3223 - WO9214 - RETURN DEF LINE, 120.31; 1; TRUCK COUNTRY OF IOWA INC, UNIT# 3402 -WO 8108 - NITROGEN SENSORS, -255; 1; TRUCK COUNTRY OF IOWA INC, X101631644 101F/BW R109685 Air Dyer, -240; 1; Vestis Group Inc (f/k/a Aramark), Linens, tablecloths, cleaning cloths, 131.97; 1; WARTBURG THEOLOGICAL SEMINARY, Franchise Fee FY26, 772.04; 2; , Total, $1,823,318.88
1t 2/27

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/27/2026

and for which the charge is 52.56

Kathy Goetzinger

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

this 27th day of February, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE
PERIOD ENDING
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; DMASWA 764,514.84; GRAND TOTAL $ 5,775,774.92
*Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.
CITY OF DUBUQUE
PERIOD ENDING
NOVEMBER 30,2025
INTERIM EXPENDITURES BY FUND
General 949,758.91; Special Revenue 261,704.87; Debt Service 50,000.00; Capital Projects 478,727.25; Water 260,900.06; Sanitary Sewer 264,511.59; Stormwater 51,859.69; Parking 80,372.02; Refuse 3,848.70; Transit 9,782.10; Internal Service 12,501.72; DMASWA 147,694.32; GRAND TOTAL $ 2,571,661.23
*Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.
CITY OF DUBUQUE
PERIOD ENDING
DECEMBER 31,2025
INTERIM 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; DMASWA 1,642,575.12; GRAND TOTAL $ 10,906,643.01
*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 31,2025
INTERIM EXPENDITURES BY FUND
General 1,038,434.49; Special Revenue 147,384.12; Capital Projects 1,084,317.42; Water 317,419.98; Sanitary Sewer 140,055.23; Stormwater 552,354.29; Parking 62,138.95; Refuse 7,556.65; Transit 16,995.88; Internal Service 64,091.14; DMASWA 128,515.62; GRAND TOTAL $ 3,559,263.77
*Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.
1t 2/27

Approved

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION
5:30 p.m.
Thursday, January 22, 2026
City Council Chambers, Historic Federal Building

Board Members Present: Chairperson Keith Ahlvin, Board Members Ben Loeffelholz, Rena Stierman, and Matt Mauss.

Board Members Excused: None

Board Members Unexcused: Gwen Kosel

Staff Members Present: Travis Schrobilgen, Matt O'Brien, and Wally Wernimont

CALL TO ORDER: The meeting was called to order by Chairperson Ahlvin at 6:32 p.m.

MINUTES: Motion by Mauss, seconded by Stierman, to approve the minutes of the December 18, 2025, Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Mauss, Stierman, Loeffelholz, and Ahlvin; Nay – None.

DOCKET: 47-25: Application of Andrew McCready, 563 Design, 35 Locust Street, to construct a building 90' in height where a maximum of 75' in height is permitted in a C-4 Downtown Commercial zoning district.

Andrew McCready, 1268 Locust Street, spoke in favor of the request as the applicant and architect of the proposed building. He explained that after developing the building design, he and the property owner determined the height complies with code requirements along the Bissell Lane frontage but not the Locust Street side. To accommodate the desired front façade, floor-to-floor heights, and necessary building systems, and to have it pencil out financially, they are requesting a variance to construct a building with a height of 90 feet along the Locust Street frontage.

Staff Member Schrobilgen detailed the staff report noting the requested variance to construct the proposed building 90 feet in height where the C-4 zoning district limits height to 75 feet. He stated that the additional height was on the Locust Street frontage and added that added that the requested height variance would accommodate the building's elevator. He stated that the Bissell Lane side of the building would comply with the 75' height limit and that the neighborhood is on that side of the property. He concluded that the largest impact of the variance would be on the Locust Street side and that it would be minimal as the highway interchange was on that side.

Schrobilgen noted that a letter of support was received from the neighboring property

owner Greg Prehm at 35 Locust Street and stated that staff had not received any other public input.

The Board was supportive of the request. Board Member Mauss stated that the building would be a positive addition to the area and noted that, if the height variance is approved, it would remain shorter than the nearby St. Raphael's Cathedral. Board Member Loeffelholz commented that the proposed building design with the height variance would fit well within the existing neighborhood.

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

DOCKET: 01-26: Application of Peter Murphy, 2390 Cherry Street to allow a vehicle to be stored 5' from the front property line (along Finley Street) where 20' minimum is required in an R-1 Single-Family zoning district.

Peter Murphy, 2390 Cherry Street, spoke in favor of the request as the applicant. He said he was initially unaware of the zoning code violation on his property related to the storage of his utility trailer. Murphy added that the trailer can fit neatly on his driveway and said it does not obstruct pedestrian or vehicle traffic.

There was no public input.

Chairperson Ahlvin asked the applicant if he would be amendable to a condition limiting the size of the utility trailer to what is proposed. Murphy replied yes.

Staff Member Schrobilgen detailed the staff report noting the applicant's request to store a utility trailer 5 feet from the property line along Finley Street. He noted the property had previously been granted a special exception for the garage. He noted that the trailer is back further than the garage and on a hard surfaced driveway. He said there appears to be clear vision to pedestrians and vehicles along Finley Street. He clarified that one operable vehicle is allowed provided it is on a hard surface pad and meets district setbacks.

Board Member Stierman agreed with the condition limiting size of the utility trailer to 8' x 16'. Board Member Mauss mentioned conditioning approval on the vehicle being operable. Schrobilgen noted that Code vehicle storage provisions require a vehicle to meet the definition of operable in order to be stored by default but noted that the Board can place any reasonable condition(s) they deem necessary.

Motion by Stierman, seconded by Mauss, to approve the request with the following condition:

1. That the vehicle is limited to 8' x 16'.
2. The vehicle must meet the Unified Development Code definition of operable.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: None.

ITEMS FROM STAFF:

Election of Officers:
Staff stated that a new chair needed to be elected sindce the Chair has resigned. He noted that if Ahlvin was selected as the chair, a vice-chair would also be needed. Board Member Loeffelholz nominated Ahlvin to be Chair. Motion by Loeffelholz, seconded by Mauss, to elect Ahlvin as Chair. Motion carried by the following: Aye – Mauss, Stierman, and Loeffelholz; Abstain – Ahlvin; Nay – None.

Chairperson Ahlvin nominated Stierman as Vice Chair. Motion by Ahlvin, seconded by Mauss, to elect of Stierman as Vice Chair. Motion carried by the following: Aye – Mauss, Loeffelholz and Ahlvin; Abstain – Stierman; Nay – None.

ADJOURNMENT: Motion by Mauss, seconded by Loeffelholz, to adjourn the January 22, 2026, Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Mauss, Stierman, Loeffelholz and Ahlvin; Nay – None

The meeting adjourned at 5:49 p.m.

Respectfully submitted,

Travis Schrobilgen, Assistant Planner

February 26, 2026
Adopted

Approved

MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION
6:00 p.m.
Wednesday, February 4, 2026
City Council Chambers, Historic Federal Building

Commissioners Present: Vice Chairperson Rich Russell; Commission Members Martha Christ, Troy Froistad, Carrie Lohrmann, Pat Norton, and Teri Zuccaro

Commissioners Excused: Chairperson Matt Mulligan

Commissioners Unexcused: None

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

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

MINUTES: Motion by Zucarro, seconded by Christ, to approve the minutes of the December 3, 2025 meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

ACTION ITEM/FINAL PLAT: Application of Ron White to approve the Final Plat of Genesis Subdivision located at 15000 North Cascade Road (PINs 141240011 and 1507351011).

Dave Schneider, Schneider Land Surveying at 906 1st Street North in Farley, Iowa, spoke on behalf of the property owners. He stated that Ron White is planning to purchase the proposed Lot 2 of Genesis Subdivision. He noted this land is in Dubuque County within the City's two-mile extraterritorial jurisdiction (ETJ) and will go through the County review process as well. He explained this is following the Swiss Valley Road interchange and realignment of North Cascade Road. He stated the property has city water but is on a septic system.

Staff Member Moon detailed the staff report, noting the submitted Final Plat of Genesis Subdivision is in the Dubuque County within the city's ETJ, and as such the city has the authority to review the subdivision. She explained that proposed plat is considered a major subdivision as the plat creates three or more lots and also includes an easement for the creation of a future street. She stated that the plat would reconfigure two existing lots into three lots, it would create an access and utility easement, and all lots would have frontage on North Cascade Road.

Commissioners did not have any questions or concerns.

Motion by Norton, seconded by Zuccaro, to approve the Final Plat of Genesis Subdivision as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

Commissioner Norton recused himself for the following item.

ACTION ITEM/ PLAT OF SURVEY: Application of Parker Scott to approve the Plat of Survey of Adair Place.

Parker Scott, 2455 Woodlawn Street, spoke for his application. He explained that this is a simple subdivision of the lot at 1425 Adair Street for the purpose of constructing a new single-family residence on the proposed Lot 1 of Adair Place. He noted that the area of Lot 2, which contains the existing single-family residences, would be less than 5,000 square feet and would have less than 50' of street frontage.

Staff Member Duba detailed the staff report, noting the submitted Plat of Survey of Adair Place creates two lots out of one. He noted that the lot with the existing house will be slightly under the code required lot area (4,424 square feet where 5,000 square feet is required) and have less than the minimum required street frontage (44.37' where 50' is required); however, the existing house will meet setback requirements.

Commissioner Lohrmann asked why Lot 1 was larger than Lot 2. Mr. Scott explained that it's due both to the topography of the lot and the need to meet 20' front setbacks on both Adair Street and Loras Boulevard, as Lot 1 is a corner lot.

Motion by Christ, seconded by Froistad, to approve the Plat of Survey of Adair Place subject to waiving the minimum lot size and minimum street frontage requirements for Lot 2. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Zuccaro, and Russell; Nay – none.

Commissioner Norton returned to the meeting.

ACTION ITEM/FINAL PLAT: Application of Dan Marti, Origin Design to approve the Final Plat of Hirsch Place 2nd Addition.

Dan Marti, Origin Design, 137 Main Street, spoke on behalf of the property owner, Kevin Hirsch. He stated the property is located in Dubuque County and is being divided for Mr. Hirsch and his sister.

Staff Member Schrobilgen detailed the staff report, noting the submitted plat subdivides one existing lot into two. He explained that the proposed Lot 1 would be a flag lot that has approximately 32.46' of street frontage where 50' is required, which requires a waiver from the Commission. He stated Lot 2 would contain existing structures and Lot 1 could be for future development. He noted the access easement over the property is already documented and recorded and that the plat contains a note addressing this.

Commissioner Lohrmann asked if there was an issue with a home being built behind another home and using a shared driveway. Staff Member Schrobilgen replied that the city does not regulate the zoning and development standards for this lot since it is located in the county, but that any development would need to adhere county codes and requirements. He noted that if the lot were located within the City of Dubuque a new residence would require a Special Exception for a front yard setback greater than 50'.

Motion by Christ, seconded by Zuccaro, to approve the Final Plat of Hirsch Place 2nd Addition subject to waiving the street frontage requirement for Lot 1. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

Commissioner Norton recused himself for the following item.

PUBLIC HEARING/REZONING: Application of Brian Riniker to rezone seven lots located in the Rustic Point Estates subdivision from R-1 Single-Family Residential to R-2 Two-Family Residential.

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.

Commissioner Lohrmann 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. and that people's investment in their homes.

Commissioner Lohrmann asked about the expense of adding additional water and sewer laterals when developing townhomes. She 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 Member Moon detailed the staff report. She displayed a zoning map of the subdivision showing the existing zoning districts and the lots proposed to be rezoned R-2. She displayed the notification map showing property owners within 200' that received public notice. She 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. She 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. She 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. She 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. She noted the zoning does not regulate the type of ownership of allowed for residential units, however subdivision covenants may regulate that. She highlighted the three letters of opposition that were submitted by neighbors, and one letter of support was received from realtor Greg Adams.

Commissioner Lohrmann restated that because of state law, R-1 properties are able to have two units on a lot. Staff Member Moon 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.

Commissioner Christ sought to clarify whether accessory dwelling units would still need to adhere to building code requirements. Staff Member Moon stated that yes, the state code established development standards for accessory dwelling units and that they must comply with building codes.

Commissioner Lohrmann noted there are already a lot of 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.

Commissioner Christ stated that she would support the rezoning of the two lots along Wagon Wheel Lane to R-2 but felt that the five lots along Rustic Point Lane should remain R-1. She noted opposition from neighbors and saw this as a compromise.

Commissioner Lohrmann said she's often swayed by public opinion but not for this specific request. She noted the other R-2 lots in the neighborhood and she said her family lived in a duplex and believes families like them. Commissioner Zuccaro and Commissioner Froistad said they also had lived in duplexes with their families, so they thought the rezoning request was reasonable due to the large lots.

Motion by Froistad, seconded by Zuccaro, to recommend approval of the rezoning of property (PINs 1009331010, 1009331009, 1009331006, 1009331007, 1009331008, 1009326008, and 1009326009) from R-1 Single-Family Residential to R-2 Two-Family Residential as submitted. Motion carried by the following vote: Aye – Froistad, Lohrmann, Zuccaro, and Russell; Nay – Christ.

Commissioner Norton returned to the meeting.

PUBLIC HEARING/REZONING: Application of Luke Hoffman to rezone portion of property from CS Commercial Service and Wholesale to AG Agriculture zoning district.

Luke Hoffman, 1070 Radford, Kellhoff Properties, spoke for his request. He stated that a large portion of the approximately 15-acre lot is located within the floodplain and/or floodway, so there is limited capacity to build on the property. He said they are planning to retain the existing buildings along the west side of the property and rezone the larger portion of the property to AG Agriculture, as they would like to have a hobby farm.

There was no public input.

Staff Member Duba detailed the staff report. He noted that this property is downhill from the properties to the south, and the properties to the north are in the Dubuque Industrial Center. He said that those properties are not likely to be impacted by this change in zoning as they are separated from the site by the river bottom, railroad, and the general topography of the area. He reiterated that the subject property is largely in the floodplain and floodway, and as such is difficult to or unable to be developed. He compared the uses allowed by CS zoning and AG zoning, noting that there are many fewer uses in AG.

Commissioner Lohrmann asked if farming is allowed in the CS zone, and Staff Member Duba replied no, just agricultural supply sales.

Motion by Christ, seconded by Zuccaro, to recommend approval of the rezoning from CS Commercial Service to AG Agriculture as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

PUBLIC HEARING/PUD AMENDMENT: Application of Justin Somerville to amend the conceptual plan and signage regulations for the Kennedy Mall Planned Unit Development with PC-Planned Commercial designation.

Andy Kepler, Leasing Director, Cafaro Company, spoke on behalf of the request. He stated three new tenants are coming to the Kennedy Mall: Fresenius Medical Care, Marshall's, and 7 Brew Coffee. Justin Somerville, Senior Civil Engineer, Cafaro Company, spoke about the proposed new access from the mall property onto Stoneman Road. He explained that this is necessary to accommodate the increased traffic that will be coming to the part of the mall due to the new tenants. He also noted that it will improve access for trucks making deliveries to Marshall's. He thought this new access may divert some traffic off Wacker Drive. He said that the updated conceptual plan is necessary for development of 7 Brew to proceed.

Commissioner Lohrmann asked where 7 Brew would be located, and Mr. Somerville noted the location on the map, which is the northeast corner of the mall property.

Commissioner Russell asked if the Commission was responsible for reviewing the location of the access point. Staff Member Moon replied that the Commission has prevue over the conceptual development plan for the mall property; however, any detailed plans for the access would be reviewed by the Development Review Team. Commissioner Russell asked if the new driveway needs to line up with another access across Stoneman Road. Staff Member Schrobilgen replied that it did not, and that the Engineering Department is actively reviewing the access location.

There was no public input.

Staff Member Schrobilgen detailed the staff report. He explained the need to amend the conceptual development plan due to the substantial change of adding a new access point on Stoneman Road. He noted the additional modifications to the conceptual plan to accommodate the 7 Brews location and the parking lot modifications for Marshall's and Fresenius Medical Care. He noted that site changes are reviewed by the Development Review Team to ensure they are compliant with all city codes. He stated the PUD amendment is also seeking to add under-canopy signage as an allowed sign type, noting the under canopy signs would be limited to 6 square feet in area and requiring 8' of clearance below the signs. He stated that no public comment had been received.

Commissioner Froistad said that the signage and access make sense, and the access should line up with other driveway across Stoneman Road to try to reduce conflict points along Stoneman. Staff Member Schrobilgen said that city engineers will be reviewing that in detail.

Motion by Lohrmann, seconded by Norton, to recommend approval of the amended conceptual plan and signage regulations for the Kennedy Mall Planned Unit Development with PC-Planned Commercial designation as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF: Staff Member Moon said the Planning Services Department is continuing to work through the Unified Development Code update and will be bringing the update to the Commission later this spring/summer.

ADJOURNMENT: Motion by Christ, seconded by Russell to adjourn the February 4, 2026 Commission meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Zuccaro, and Russell; Nay – none.

The meeting adjourned at 7:01 p.m.

Respectfully submitted,

_____	March 4, 2026
Shena Moon, Associate Planner	Adopted

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 2.

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

ATTACHMENTS:

1. Memo Council for 2026_03_16
2. Approving Expenditures Resolution 2026_03_16
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. 03.16.26_September Interim Revenues
6. 03.16.26_October Interim Revenues
7. 03.16.26_October Interim Expenditures by Fund
8. 03.16.26_November Interim Revenues
9. 03.16.26_November Interim Expenditures by Fund
10. 03.16.26_December Interim Expenditures by Fund
11. 03.16.26_December Interim Revenues
12. 03.16.26_January Interim Expenditures by Fund
13. 03.16.26_January Interim Revenues
14. 03.16.26_February Interim Revenues
15. 03.16.26_February Interim Expenditures by Fund
16. 03.16.26_March Interim Revenues

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: March 9, 2026

Finance is submitting the following expenses to City Council for approval at the March 16, 2026 meeting. Payments on these expenses will be made on March 18, 2026.

In addition, Finance is submitting expenses paid since March 4, 2026, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

Pursuant to Iowa Code §372.13A *Payments without prior authorization of council*, all expenses are submitted to City Council for approval before payment, except if approved by prior City Council action or are exempt under City Council Resolution No. 334-19.

Prepared by Jennifer Larson, Chief Financial Officer, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4322
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 03-18-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	$ 34.00	city swag item from fall challenge - item defectiv
563 DESIGN PLLC	4,500.00	Finance Dept to 7800 Chavenelle
A-1 CRANE RENTAL & MACHINERY MOVING	2,032.50	Crane Svc for the WRRC - FY26
AARP	152.29	AMBULANCE REFUND
AARP	152.29	AMBULANCE REFUND
Abigale David	400.00	AFTER SCHOOL VOLLEYBALL COACH
ACCESS TECHNOLOGIES INC	7,527.70	FY26 Copy and Print Costs for Malfunctions
Acuren Inspection Inc	280.00	DIELECTRIC TESTING ON #4414
ADAM BUSCH	52.50	1978 GRACE PROPERTY SALE REIMBURSEMENT
ADDOCO INC	1,176.00	MULCH FOR GREENHOUSE AREAS
AECOM TECHNICAL SERVICES INC	29,919.79	B2E2 (705) RAISE Planning Grant Design Services
AHLERS & COONEY PC	627.00	INV 896970
AHLERS & COONEY PC	741.00	INV 897146
AHLERS & COONEY PC	210.00	INV 901964
AHLERS & COONEY PC	105.00	INV 903516
AHLERS & COONEY PC	315.00	INV 904306
AHLERS & COONEY PC	382.00	INV 904489
AHLERS & COONEY PC	639.00	INV 906410
AHLERS & COONEY PC	202.50	INV 907629
AHLERS & COONEY PC	3,786.00	INV 908054
AHLERS & COONEY PC	348.00	INV 908369
AHLERS & COONEY PC	165.00	INV 908370
AHLERS & COONEY PC	108.00	INV 908826
AIRGAS USA LLC	2.52	Medical Oxygen for Ambulances
AIRGAS USA LLC	15.12	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.52	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2.52	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	5.04	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	6.66	Medical Oxygen for Ambulances
AIRGAS USA LLC	15.12	LF-Rent Cyl Large Acetylene, Argon, Oxygen 02/28/2
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,635.78	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,421.36	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,060.05	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,543.58	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,682.26	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	17.51	Medical Oxygen for Ambulances
AIRGAS USA LLC	10.18	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,304.52	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,185.69	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,373.94	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,249.12	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,235.77	Liquid Oxygen for the WRRC - FY26
ALL STAR ENVIRONMENTAL LLC	1,025.00	6505 Pennsylvania Asbestos Inspection
ALLIANT ENERGY	21.17	Alliant 0539621000 12th Bluff Lot FY26
ALLIANT ENERGY	7,062.71	0557811000 PORT RAMP FY26
ALLIANT ENERGY	4,432.05	Alliant 1406331000 Intermodal Ramp FY26
ALLIANT ENERGY	453.57	Alliant 1477501000 5th Bell Lot FY26
ALLIANT ENERGY	75.26	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	5,635.60	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	15,506.70	ALLIANT 4392701000 Ramps/Lots FY26
ALLIANT ENERGY	105.25	Alliant 6477860931 12th Elm Lot FY26
ALLIANT ENERGY	2,926.64	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	597.28	0557811000 PORT RAMP FY26
ALLIANT ENERGY	391.02	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	3,753.66	FY 2026 Energy Costs for Various Locations
ALTORFER INC	3,105.00	UNIT #3509 - SERVICE 3/2/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AMELIA K NOONAN	280.00	AFTER SCHOOL VOLLEYBALL COACH
ANGELA M ROKUSEK	280.00	AFTER SCHOOL VOLLEYBALL COACH
Ascendance Trucks LLC	(128.36)	GARAGE - No unit # (returning item) 1/28/26
Ascendance Trucks LLC	149.44	UNIT #2691 - WO9461 - ELBOW, CAC
Ascendance Trucks LLC	36.19	UNIT #2691 - WO9461 - BALL CHECK
AT&T Mobility National Accounts, LLC	885.18	IPHONES AND IPADS PARKS- JAN 29 - FEB 28, 2026
AT&T Mobility National Accounts, LLC	1,001.22	AT&T FirstNet - 01/29/26-02/28/26
AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
AV FUEL	1,398.97	Blanket Purchase Order - Aviation Fuel
AV FUEL	23,231.56	Blanket Purchase Order - Aviation Fuel
AV FUEL	29,370.39	Blanket Purchase Order - Aviation Fuel
B L MURRAY COMPANY INC	181.44	Wypalls & Multi-fold Towels for the WRRC
Badger Meter, Inc	1,125.00	CELL SERVICE FOR HYDRANT PRESSURE LOGGERS
BALDERMAR ROA-BAERGA	32.50	330 LOWELL RENTAL LICENSE OVERPAYMENT
BALL HORTICULTURAL COMPANY	747.98	PLUGS FOR GREENHOUSE
BALL HORTICULTURAL COMPANY	2,159.83	PLUGS FOR GREENHOUSE
BALL HORTICULTURAL COMPANY	416.82	PLUGS FOR GREENHOUSE
Banner Fire Equipment Inc	354.67	UNIT #13005 - WO9641 - ION T LED REDUCER
Ben Fogarty	175.00	AFTER SCHOOL VOLLEYBALL COACH
BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
BLACK HILLS/IOWA GAS UTILITY CO	142.18	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	154.69	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	1,289.43	FY26 LF BLANKET PO- GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	268.81	821 Garfield Ave. - Black Hills Energy (City Owned
BLACK HILLS/IOWA GAS UTILITY CO	239.55	2820 Brunswick St.-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	23.70	2527 Washington St (City Owned) Black Hills Energ
BLACK HILLS/IOWA GAS UTILITY CO	408.68	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	257.21	FY2026 BLANKET PO - GAS COSTS
BluePath Finance FC IV LLC	995.15	UTILITY EXPENSE - ELECTRICITY
Braden Daniels	907.50	Tuition Reimbursement Spring 2026
BRANDON J NOEL	350.00	DJ FOR SPECIAL POPULATIONS VALENTINES DANCE
BRIANNE M BOALS	280.00	AFTER SCHOOL VOLLEYBALL COACH
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALLISON M LANG	315.00	AFTER SCHOOL VOLLEYBALL COACH
CENTRISYS CORPORATION	10,118.36	Oil Lubrication Kit w/Enclosures for Centrifuge
CINTAS CORP	195.95	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	45.07	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	139.70	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	639.54	Rugs/Towels for the WRRC-FY26
CINTAS CORP	84.43	Cintas Ramp Rugs FY26
CINTAS CORP	165.64	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	236.33	Various Maintenance - FY26
CINTAS CORP	209.27	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Cintas Ramp Rugs FY26
CINTAS CORP	144.32	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	615.63	Rugs/Towels for the WRRC-FY26
CINTAS CORP	420.19	Various Maintenance - FY26
CINTAS CORP	144.32	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	191.99	FY2026 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	127.48	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	85.27	FY2026 BLANKET PO - FIRST AID SUPPLIES
CITY OF DUBUQUE - UB	829.27	COMMUNITY IMPACT SERVICE PROGRAM FR 2/15/26-2/28/2
CLARKE UNIVERSITY	2,286.95	Franchise Fee FY26
COMMAND SECURITY SOLUTIONS	342.90	LF- Alarm Monitoring Burglary 02/27/25
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMUNICATIONS ENGINEERING CO	3,098.32	Fortinet Support

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
COMMUNICATIONS ENGINEERING CO	1,584.29	NETWORK CABLING FOR GREENHOUSE
CONFLUENCE, INC.	5,265.00	Historic Millwork District Community Space Design
Connor Mosele	60.00	BASKETBALL REFEREE
Cooper Grams	150.00	BASKETBALL REFEREE
Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
CRAWFORD HEATING AND COOLING CO INC	95.00	Rebuild Backflow
CRAWFORD HEATING AND COOLING CO INC	213.75	Rebuild Backflow
CRAWFORD HEATING AND COOLING CO INC	157.50	Plumbing Service Call
DAN NADERMANN	123.75	929 GARFIELD PROPERTY SALE REIMBURSEMENT
DEERE & COMPANY	33,670.53	2026 John Deer Gator
DEERE & COMPANY	24,745.80	LF- Equipment purchase- Gator Replacement
DENISE C BLAKELEY-IHRIG	1,682.99	FY2026 BLANKET PO - CONSULTANT SERVICES
Derrick Johnson	180.00	BASKETBALL REFEREE
Diana Quade	280.00	AFTER SCHOOL VOLLEYBALL COACH
DISH NETWORK LLC	165.12	Blanket Purchase Order - Monthly TV Service
DITTMER RECYCLING INC	415.77	Blanket Purchase Order - Monthly Refuse Collection
DITTMER RECYCLING INC	150.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	430.23	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	246.46	REFUSE FOR FEB 2026
DITTMER RECYCLING INC	939.84	Blanket Refuse-Comingled Recycling
DORNER PRODUCTS LLC	7,319.00	CLA-VAL LINK2 -INSPECTIONS SVCS-FAULTY VALVE
Drive Line & Company, Inc.	318.62	GARAGE - STOCK PLOW 2/25/2026
Drive Line & Company, Inc.	382.16	GARAGE - STOCK CAMERA - 2/26/2026
DUANE F ROLING	175.00	BASKETBALL REFEREE
DUBUQUE AREA CHAMBER OF COMMERCE	65.00	REC ADMIN ASSOCIATION DUES
DUBUQUE AREA CHAMBER OF COMMERCE	65.00	REC ADMIN ASSOCIATION DUES
DUBUQUE AREA CHAMBER OF COMMERCE	55.00	FORECAST LUNCHEON 2026 FOR DEPT MANAGER
DUBUQUE COMMUNITY SCHOOL DIST	350.00	Ads-Parks/Rec seasonal recruitment
DUBUQUE COUNTY AUDITOR	3,568.09	FY 26 Franchise Fees
DUBUQUE COUNTY AUDITOR	1,016.39	FY 26 Franchise Fees
DUBUQUE COUNTY RECORDER	37.00	RECORDING FEE FOR W 32nd
DUBUQUE COUNTY RECORDER	24.00	2025-00013191
DUBUQUE COUNTY RECORDER	12.00	2026-00000392
DUBUQUE COUNTY RECORDER	56.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY SHERIFF	128.00	Sheriff Services for FEBRUARY 2026
DUBUQUE HOSE & HYDRAULICS	6.04	UNIT #2680 - WO9640 - ELBOW
DUBUQUE HOSE & HYDRAULICS	30.99	LF- Shop Supplies 3/3/26
DUBUQUE HUMANE SOCIETY	14,933.00	FY26 Contracted Service Fees
DUBUQUE SIGN COMPANY	138.60	Vinyl Decals
DUBUQUE SIGN COMPANY	154.50	SIGNS FOR PLAYGROUND AREA
DUBUQUE VISITING NURSE ASSOCIATION	1,224.43	2024 HHP VNA Charges
EAST CENTRAL INTERGOVERN ASSOC	8,300.00	Sampling Tech/Risk Assessor Training-LHH24
EASTERN IOWA EXCAV & CONCRETE LLC	13,313.51	RUSTIC POINT PARK DEVELOPMENT
ELECTRIC PUMP LLC	15,213.94	2nd Blended Sludge Feed Pump-replacement parts
ELECTRICAL ENG & EQUIP COMPANY	30.00	MSC- Huff St Generator Maint 12/10/25
Elly Tebon	280.00	AFTER SCHOOL VOLLEYBALL COACH
EMMA BAUMHOVER	280.00	AFTER SCHOOL VOLLEYBALL COACH
EMMAUS BIBLE COLLEGE	500.00	Temp Easement Asbury Chaney Signal Project
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
EUROFINS ENV TESTING NORTH CENTRAL	192.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	237.21	Lab Fees for FY26 (remainder)
FEDEX	10.68	Fed X Shipping Fee-Water Bottle Sample - Lead
FERGUSON WATER WORKS SUPPLY #2516	916.65	SUPPLIES FOR METER STOCK
FHR Services, LLC	1,311.40	2025 Tack
FHR Services, LLC	1,789.35	2025 Tack- 07/09/25
FHR Services, LLC	1,978.95	2025 Tack- 08/11/25
FHR Services, LLC	1,797.25	2025 Tack- 09/24/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
FINLEY HOSPITAL	346.30	Franchise Fee FY26
FINLEY HOSPITAL	4,223.32	Franchise Fee FY26
G & R TREE SERVICE INC	1,200.00	TREE REMOVAL
GARY NEUSES	37.50	3580 LISA PROPERTY SALE REIMBURSEMENT
Gavin Sarvis	120.00	BASKETBALL REFEREE
GEISLER BROTHERS COMPANY	2,018.00	WRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	1,258.00	WRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	2,038.00	WRRC HVAC Preventative Maintenance Services
GENUINE PARTS COMPANY INC	51.68	GARAGE - SHOP SUPPLIES - 2/25/2026
GENUINE PARTS COMPANY INC	60.81	GARAGE - STOCK FILTERS - 2/26/2026
GENUINE PARTS COMPANY INC	227.26	UNIT #540006 - WO9642 - FILTERS, FLUID, PLUG
GENUINE PARTS COMPANY INC	31.86	LF-Shop Supplies 03/02/26
GENUINE PARTS COMPANY INC	388.18	GARAGE - STOCK FILTERS & FLUIDS - 3/4/2026
GENUINE PARTS COMPANY INC	(52.17)	No unit - Will be returning - 2/06/2026
GENUINE PARTS COMPANY INC	28.80	GARAGE - STOCK FLUIDS - 3/5/2026
GENUINE PARTS COMPANY INC	243.40	GARAGE - STOCK FILTERS,BULBS,OIL - 3/9/2026
GIESE SHEET METAL CO INC	450.00	MSC- Heat not working 2/28/26
GILLIG LLC	131.92	GARAGE - STOCK GILLIG - 2/19/2026
GILLIG LLC	37.60	GARAGE - STOCK GILLIG - 2/24/2026
GILLIG LLC	675.80	UNIT #2500 - WO9537 - AIR SPRING
GILLIG LLC	2,800.00	Gillig Electric Bus CHARGING EQUIPMENT
GILLIG LLC	1,177,255.00	Gillig Electric Bus
GRAYMONT WESTERN LIME INC	5,348.76	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,562.88	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,382.68	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HANLEY AUTO BODY INC	5,302.38	UNIT#2682 - SERVICE - REPAIR LEFT SIDE 3/6/2026
HAWKINS INC	5,051.23	Sodium Hypochlorite - Bulk order
HAYLEIGH CULBERTSON	280.00	AFTER SCHOOL VOLLEYBALL COACH
HDR ENGINEERING INC	1,262.10	SW Arterial Fiber & ITS Deployment
HENDERSON PRODUCTS INC	1,661.11	UNIT #3206 - HITCH - 2/25/2026
HM Life Insurance Company	97,740.60	Stop Loss Insurance premium for March 2026
HODGE COMPANY	6,361.15	FY26 Data Center Rent and Expenses
HOYNE LANDSCAPING & SNOW PLOWING	3,575.00	Trucking & Construction Services House Demo
INFOSEND INC	14,498.26	February Charges
INGRAM LIBRARY SERVICES INC.	252.02	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	228.62	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	274.24	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	327.76	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	93.89	Children's books for collection
INGRAM LIBRARY SERVICES INC.	102.10	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	558.27	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	14.94	Children's books for collection
INGRAM LIBRARY SERVICES INC.	1,043.67	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	140.94	Children's books for collection
INGRAM LIBRARY SERVICES INC.	309.86	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	24.84	Children's books for collection
INGRAM LIBRARY SERVICES INC.	236.15	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	491.18	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	428.02	Children's books for collection
INGRAM LIBRARY SERVICES INC.	34.47	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	586.18	Circulating materials for Adult library collection
INTERSTATE PIPE & SUPPLY	76.28	Fittings for Centrate Tank
IOWA COMMUNITIES ASSURANCE POOL	942.22	FY26 Damage Claims
IOWA COMMUNITIES ASSURANCE POOL	3,288.44	FY26 Damage Claims
IOWA DEPARTMENT OF HUMAN SERVICES	48,441.50	GEMT Claims for March 2026
IOWA KENWORTH INC	(188.68)	UNIT #2500 - WO9537 - GASKET, SENSORS 2/20/2026
IOWA KENWORTH INC	250.00	UNIT #2691 - SERVICE - 2/24/2026
IOWA KENWORTH INC	5,733.62	UNIT #2683 - WO9596 - PARTS 2/28/2026
IOWA KENWORTH INC	956.30	GARAGE - STOCK - 3/3/2026
IOWA KENWORTH INC	101.56	GARAGE - STOCK - 3/3/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	324.00	MAGNET VALVE BOX LID LIFTER & CORRELATOR REPL. MAG
J & R SUPPLY COMPANY	1,040.00	Repair Inside Centrate Tank (for mixing nozzles)
J & R SUPPLY COMPANY	1,181.29	Replacement Chemical Pump - Bld 45
J & R SUPPLY COMPANY	5,100.00	COUPLINGS FOR WATER MAINS
J & R SUPPLY COMPANY	160.00	shovel and manhole hook for truck 0916
JAEGER PLUMBING & PUMP INC	986.16	REPAIR PUMP OUT SYSTEM AT POD MARINA
JASON M SCHUELLER	13,750.50	ST3-Epoxy Floor in Living Areas at Station 3
JEFF RINIKER	1,740.00	EQUIPMENT MAINTENANCE TO SUTTON & FLORA POOL
JEFF RINIKER	1,982.57	EQUIPMENT MAINTENANCE TO SUTTON & FLORA POOL
JEFFREY A ROEN	60.00	BASKETBALL REFEREE
JENNIFER S NOEL	280.00	AFTER SCHOOL VOLLEYBALL COACH
JESSICA QUECK	127.50	2085 W 3RD PROPERTY SOLD REIMBURSEMENT
JESSICA QUECK	127.50	2664 MARYWOOD PROPERTY SALE REIMBURSEMENT
JESSICA QUECK	180.00	371 WINONA DOUBLE BILL REIMBURSEMENT
JONATHAN A REMAKEL	67.50	660 LORIMER PROPERTY SALE REIMBURSEMENT
JUDY DAVISON	50.00	1132 LOCUST INSPECTION OVERPAYMENT
Katie M. Schmitt	280.00	AFTER SCHOOL VOLLEYBALL COACH
KEN LIN	120.00	19 LOCUST PROPERTY SALE REIMBURSEMENT
KENNETH J WELTER	150.00	BASKETBALL REFEREE
KMDE LLC	1,663.80	MSC Solar Production- Feb 2026
Kwik Trip Inc	31,742.63	Monthly Fuel Charges Acct #00557404: FEB 2026
Lake Assault Boats, LLC	85,416.00	Landing Craft Style Fire Boat
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	Digital Billboard Ad for Seasonal Employee Recruit
LAURA NEAL	45.00	2125 SIMPSON PROPERTY SALE REIMBURSEMENT
LeeAnn M Peterson	280.00	AFTER SCHOOL VOLLEYBALL COACH
LINWOOD CEMETERY ASSOCIATION	8,959.65	CONTRIBUTION/FINANCIAL SUPPORT FOR FY26
Lisa Carroll	280.00	AFTER SCHOOL VOLLEYBALL COACH
LOCATORS LTD	105.00	1098 W 5TH PROPERTY SOLD
LORAS COLLEGE	4,400.00	2026 WINTER AFTER SCHOOL VOLLEYBALL PROGRAM
LORAS COLLEGE	3,765.47	Franchise Fee FY26
LORAS COLLEGE	367.66	Franchise Fee FY26
Lori Kelchen	280.00	AFTER SCHOOL VOLLEYBALL COACH
Lotus Engineering and Sustainability	5,150.00	Community-wide Greenhouse Gas Inventory
MACQUEEN EQUIPMENT GROUP	806.63	GARAGE - STOCK RUBBISH - 3/6/2026
MACQUEEN EQUIPMENT GROUP	595.00	Chemguard Direct Attack Foam
MARK AND SHELLY LAIRD	45.00	500 ALTA VISTA PROPERTY SALE REIMBURSEMENT
MARTIN EQUIPMENT OF IL INC	108.92	UNIT#3456 - SPRING ,HOSE, FITTING - 3/3/2026
MARTIN EQUIPMENT OF IL INC	799.15	UNIT#3453 - CASTING, ROLLER - 3/4/2026
MARTIN EQUIPMENT OF IL INC	333.00	UNIT#3456 - WINDOW PANES - 3/4/2026
MARTIN EQUIPMENT OF IL INC	403.08	UNIT#3279 - WO9685 - WIRING HARNESS - 3/4/2026
MEDICAL ASSOCIATES CLINIC PC	30.00	Drug Screening
MEDICAL ASSOCIATES CLINIC PC	2,220.00	pre-employ screening, phys, vaccine, drug/alcohol
MGT Impact Solutions, LLC	10,513.95	Recruitment for Housing & Comm Dev Dir
MICHAEL W WEIKERT JR	576.00	LF- Recycling Services
MIDWEST CHEMICAL & EQUIPMENT, INC	11,386.37	Polymer Trial - 3 totes for the Centrifuge
MIDWEST PATCH/HI-VIZ SAFETY	2,710.00	Street Signs, Blanks, Supplies
MIKE FINNIN FORD LLC	172.46	UNIT #170003 - WO9659 - KEY
MIKE FINNIN FORD LLC	(279.23)	UNIT #110024 - WO9117 - ARM ASY-FRONT SUSPENSION
MIKE FINNIN FORD LLC	43.64	UNIT #2615 - WO9701 - 3/6/2026
MIKE FINNIN FORD LLC	201.60	UNIT #170003 - SERVICE - 3/4/2026
MIRACLE CAR WASH CORP	21.49	PATROL TRUCKS WASHED
MOLO OIL COMPANY	404.18	COD FIRE DEPT VEHICLE FUEL ACCT #31790 - 1/31/2026
MOLO OIL COMPANY	578.79	COD FIRE DEPT VEHICLE FUEL ACCT #31790 - 2/28/2026
MOLO OIL COMPANY	41,440.53	COD VEHICLE FUEL - ACCT#5900040766 - 02/20/2026
MOLO OIL COMPANY	1,390.44	COD PW FUEL - ACCT#5990034984 - 02/20/2026
MSA PROFESSIONAL SERVICES INC	210.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MSA PROFESSIONAL SERVICES INC	5,135.25	GREYHOUND PK RD WATER MAIN LOOP PROJECT
MULGREW OIL COMPANY	698.69	LF-#1 DYED DIESEL ULS15PPM 03/03/26
MUNICIPAL COLLECTIONS OF AMERICA IN	1,615.69	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	660.12	UNIT#2711 - SERVICE TUBE ASSEMBLY - 2/26/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
NAN MCKAY & ASSOCIATES, INC	239.00	Housing Choice Voucher MB Digital Revision
Offset Construction	36,884.50	Rockwood Court Storm and Sanitary Sewer Project
O'REILLY AUTOMOTIVE INC	(16.99)	UNIT #1857 - WO9459 - WIPER BLADES 2/12/2026
O'REILLY AUTOMOTIVE INC	12.86	UNIT #1941 - WO9619 - 2/25/2026
O'REILLY AUTOMOTIVE INC	461.98	UNIT #1999 - WO9669 - BATTERY 3/3/2026
O'REILLY AUTOMOTIVE INC	174.99	UNIT #3491 - WO9683 - 3/4/2026
O'REILLY AUTOMOTIVE INC	17.72	UNIT #2731 - WO9699 - 3/5/2026
O'REILLY AUTOMOTIVE INC	74.91	GARAGE - STOCK WIPERS - 3/6/2026
O'REILLY AUTOMOTIVE INC	128.02	GARAGE - STOCK - MINIBUS - 3/9/2026
ORIGIN DESIGN CO	1,011.00	ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3
ORIGIN DESIGN CO	21,100.00	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	599.85	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	13,493.60	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
OUTDOOR RECREATION PRODUCTS	62.56	PLAYGROUND PARTS FOR COMISKEY
Patrick Quarnstrom	45.00	BASKETBALL REFEREE
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
RACOM CORPORATION	1,012.83	Axis Video Decoder-CMO
RAM SERVICES LLC	300.00	2024 L&HH Radon Testing (FY 27)
RICHARD W HIRSCH II	90.00	1121 UNIVERSITY PROPERTY SALE REIMBURSEMENT
RICK STEINES	2,000.00	ICS 300 and ICS 400 Training
RIVER CITY STONE	135.00	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	264.78	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	419.04	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROBERT DONNER	86.25	1175 RACE OVERPAYMENT
ROEDER OUTDOOR POWER EQUIPMENT	42.68	UNIT #4050 - WO9611 - 2/25/2026
ROEDER OUTDOOR POWER EQUIPMENT	916.58	UNIT #4050 - WO9611 - 2/26/2026
ROEDER OUTDOOR POWER EQUIPMENT	31.68	UNIT #4050 - WO9664 - 3/3/2026
ROEDER OUTDOOR POWER EQUIPMENT	165.06	UNIT #2731 - WO9699 - 3/5/2026
ROEDER OUTDOOR POWER EQUIPMENT	55.96	UNIT #2731 - WO9699 - 3/5/2026
ROEDER OUTDOOR POWER EQUIPMENT	28.23	UNIT #2731 - WO9699 - 3/5/2026
ROEDER OUTDOOR POWER EQUIPMENT	20.49	UNIT #2731 - WO9699 - 3/5/2026
ROGER CLEVELAND GOLF CO INC	213.60	PRO SHOP ITEMS
ROGER CLEVELAND GOLF CO INC	111.90	PRO SHOP ITEMS
ROGER CLEVELAND GOLF CO INC	953.08	PRO SHOP SPECIALTY ITEMS
ROUSSELOT INC	706.15	Franchise Fee FY26
SADLER POWER TRAIN INC	56.12	UNIT #130005 - WO9681 - 3/4/2026
SADLER POWER TRAIN INC	428.90	GARAGE - STOCK - RUBBISH - 3/4/2026
SADLER POWER TRAIN INC	119.81	GARAGE - STOCK - 3/4/2026
SAIKI DESIGN INC	4,738.03	COMISKEY PARK -PHASE 2
SEDONA STAFFING	357.79	Hours Worked - Admin Support - 01/18/26
SEDONA STAFFING	365.40	Hours Worked - Admin Support - 02/15/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	471.98	Hours Worked - Admin Support - 02/22/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	456.75	Hours Worked - Admin Support - 03/01/26
Seiler Instrument & MFG Co Inc	476.56	REPLACEMENT POLE FOR R2GPS
Seiler Instrument & MFG Co Inc	7,106.80	R2GPS Data Collector
SELCO INC	686.00	Traffic Control Loras & Univ demo
SEWER EQUIPMENT	23.66	GARAGE - PART RETURNED, PAY SHIPPING 2/19/2026
SEWER EQUIPMENT	504.00	UNIT #2703 - WO9600 - 2/26/2026
STATE INDUSTRIAL PRODUCTS CORPORTATION	519.97	GRAFFITI GONE FOR PARKS
STRAND ASSOCIATES INC	643.75	WRRC SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	4,000.00	Industrial Controls Project Upgrades-WRRC-amendmen
STRAND ASSOCIATES INC	1,410.37	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	20,858.62	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	1,826.66	Granger Creek Pumping Station Design
SUSAN M KELLY	280.00	AFTER SCHOOL VOLLEYBALL COACH
Susan Noonan	280.00	AFTER SCHOOL VOLLEYBALL COACH
Telos Corporation	214.50	Blanket Purchase Order - Fingerprinting

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
TERRACON CONSULTANTS INC	10,522.50	Catfish Creek Interceptor South Fork Phase 4
THE FISCHER COMPANIES	160.00	FY26 Parking Althoff, AC, Link, Murphy - Blanket
THE FISCHER COMPANIES	80.00	FY26 Parking
THE LOCKSMITH EXPRESS	150.00	LOCKS AND KEYS FOR PARKS
THE LOCKSMITH EXPRESS	10.00	LOCKS AND KEYS FOR PARKS
THEISENS INC	80.00	Transit Uniform shoes - Brayton
THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
THOMPSON TIRE & RETREAD	1,553.28	UNIT #1914 - SERVICE - 2/25/2026
THOMPSON TIRE & RETREAD	15.00	GARAGE - SHOP SUPPLIES - 2/26/2026
THREE RIVERS FS INC	1,138.14	LF- #2 Dyed Diesel & #1 Dyed Diesel 2/26/26
THREE RIVERS FS INC	2,619.42	LF- #2 Dyed Diesel 03/10/26
THREE RIVERS FS INC	1,049.18	LF- #1 Dieselex 03/10/26
THREE RIVERS FS INC	962.40	LF- Hydraulic Oil MV and Spectra Lube 3/05/26
THREE RIVERS FS INC	43.65	Propane Tank for Fork Truck
TM Inc	285.00	Mail Courier Service
TRISTA M DAVID	400.00	AFTER SCHOOL VOLLEYBALL COACH
UNION HOERMANN PRESS	428.00	Parking Ticket Payment Business Card w/QR
UNISON SOLUTIONS INC	275.00	Monthly Analysis Kit for H2S Testing
VAN-WALL EQUIPMENT CO	250.77	CABLE FOR GREEN MOWER
VAN-WALL EQUIPMENT CO	60.00	PAINT & GASKETS FOR BALL WASHERS
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
Vidl Solutions, Inc	4,500.00	Feb 2026 Professional Coaching
VOLUNTEER IOWA	9,257.00	AMERICORPS STATE SUPPORT FEE
VULCAN INDUSTRIES	86,896.00	Bar Screen Replacement - Bld #10
Westbluff, LLC	24,441.82	USDA Contractor Agreement_Westbluff LLC
WESTPHAL & COMPANY, INC	1,058.70	Maintenance on EMS office door at Headquarters
WEX HEALTH INC	1,104.24	FY26 COBRA, Commuter, FSA Admin - Feb 2026
WHKS AND COMPANY	357.19	Wildwood Bridge Replacement Consulting Engineers
	$ 2,335,003.45	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
260900006	3/2/2026	3C PAYMENT USA CORP	$ 124.63	FY26 PARK ACH FEES
1018003	3/4/2026	ADVANTAGE SHEET METAL INC	215.00	BOILER ISSUE AT BUNKER
1018003	3/4/2026	ADVANTAGE SHEET METAL INC	268.50	Advantage Sheet Metal MFC
1018003	3/4/2026	ADVANTAGE SHEET METAL INC	172.50	Advantage Sheet Metal- 2- 1515 W3rd St
1018003	3/4/2026	ADVANTAGE SHEET METAL INC	673.55	Advantage Sheet Metal- 2- 1515 W3rd St
1018003	3/4/2026	ADVANTAGE SHEET METAL INC	242.00	1503 W3rd St $242
1018059	3/11/2026	ADVANTAGE SHEET METAL INC	315.00	HVAC Services 6505 Pennsylvania House Demo
1018059	3/11/2026	ADVANTAGE SHEET METAL INC	226.30	Service call - Engine House
1018059	3/11/2026	ADVANTAGE SHEET METAL INC	315.00	Federal building service call VFD
1018059	3/11/2026	ADVANTAGE SHEET METAL INC	808.50	Advantage Sheet Metal Multicultural Center 01/20/2
520657	3/11/2026	ALL SEASONS HEATING & COOLING	1,224.80	2820 Brunswick- Boiler (City Owned Prop)
520658	3/11/2026	ALLIANT ENERGY	207.45	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	215.91	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	142.64	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	660.72	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	1,313.52	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	3,895.06	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	4,551.20	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	83.87	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	1,391.19	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
520658	3/11/2026	ALLIANT ENERGY	114.98	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	785.46	ELECTRIC BILLS FOR FY26
520658	3/11/2026	ALLIANT ENERGY	95.72	2527 Washington St - Alliant Energy - (City Owned)
520658	3/11/2026	ALLIANT ENERGY	4,321.41	Electrical Service for Building
520658	3/11/2026	ALLIANT ENERGY	12,314.16	WRRC Electrical Expense - FY26
520658	3/11/2026	ALLIANT ENERGY	9,687.48	WRRC Electrical Expense - FY26
520658	3/11/2026	ALLIANT ENERGY	21,606.00	WRRC Lift Stations - Electricity Expense FY26
520658	3/11/2026	ALLIANT ENERGY	66.44	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	187.79	FY26 Electrical Service for 300 Main, Suite 330
520658	3/11/2026	ALLIANT ENERGY	1,610.77	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	175.16	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	3,319.54	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	592.60	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	61.28	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	91.02	FY26 Electric Traffic & Street Lights
520658	3/11/2026	ALLIANT ENERGY	67.99	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	48.32	514 Angella St - Alliant Energy (City Owned)
520659	3/11/2026	ALLIANT ENERGY	35.56	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	27.36	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	6.36	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	26.86	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	31.32	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	24.75	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	25.82	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	31.73	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	46.06	FY26 Electric Traffic & Street Lights
520659	3/11/2026	ALLIANT ENERGY	59.57	ELECTRIC BILLS FOR FY26
520687	3/11/2026	ALLISON, SUSANNAH E	1,000.00	Business Travel Accident Insurance
1018049	3/11/2026	ANDERSON SAINCI	214.28	12/10 AS_TR_ICMA Economic Mobility cohort_El Paso
1018058	3/11/2026	Ascendance Trucks LLC	32.52	UNIT #2691 - WO9461 - SLEEVE, FUEL LINE
520678	3/11/2026	AT&T Mobility National Accounts, LLC	2,179.75	Cellular Service for Department
1018016	3/4/2026	B G BRECKE INC	1,234.78	2 boiler repair calls- City Hall
1018016	3/4/2026	B G BRECKE INC	2,756.21	2 boiler repair calls- City Hall
1018067	3/11/2026	B G BRECKE INC	4,384.04	Brecke MFC Boiler inspection & repair
1018013	3/4/2026	BARD MATERIALS CENTRAL	891.40	2026 Various Concrete Products
1018013	3/4/2026	BARD MATERIALS CENTRAL	503.70	2026 Various Concrete Products
1018013	3/4/2026	BARD MATERIALS CENTRAL	495.70	2026 Various Concrete Products
1018013	3/4/2026	BARD MATERIALS CENTRAL	788.98	EMERGENCY WATERMAIN BREAK REPAIR
1018013	3/4/2026	BARD MATERIALS CENTRAL	1,384.95	EMERGENCY WTR MAIN BRK REP.-HEMPSTEAD&LOWELL
1018013	3/4/2026	BARD MATERIALS CENTRAL	1,211.10	EMERGENCY WTR MAIN BRK REP.-755 MT.CARMEL RD
1018013	3/4/2026	BARD MATERIALS CENTRAL	443.65	EMERGENCY WTR MAIN BRK REP.-2598 DOVE ST
260800030	2/27/2026	BC/BS OF IOWA/WELLMARK	137,601.39	Wellmark Weekly
1018065	3/11/2026	BEST BEST & KRIEGER LLP	1,681.00	Cell Tower Legal Services
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	745.81	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	47.65	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	123.96	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	200.26	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	314.15	NATURAL GAS FOR FY26
1018019	3/11/2026	BLACK HILLS/IOWA GAS UTILITY CO	191.39	FY2026 BLANKET PO - GAS COSTS
1018020	3/11/2026	BLACKSTONE AUDIO BOOKS	136.64	CD Audio Books for Library Collection
1018020	3/11/2026	BLACKSTONE AUDIO BOOKS	38.94	CD Audio Books for Library Collection
1018020	3/11/2026	BLACKSTONE AUDIO BOOKS	39.99	CD Audio Books for Library Collection
1018017	3/4/2026	BOUND TO STAY BOUND BOOKS INC	190.61	Children's books for collection
1018068	3/11/2026	BOUND TO STAY BOUND BOOKS INC	726.74	Children's books for collection
1018018	3/4/2026	CAPITAL SANITARY	241.63	Janitorial Supplies
1018018	3/4/2026	CAPITAL SANITARY	84.03	Janitorial Supplies
1018018	3/4/2026	CAPITAL SANITARY	482.54	Janitorial Supplies - JOTC
1018018	3/4/2026	CAPITAL SANITARY	107.03	Janitorial Supplies - JOTC
1018018	3/4/2026	CAPITAL SANITARY	496.70	Janitorial Supplies-Headquarters

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1018070	3/11/2026	CAPITAL SANITARY	805.72	JANITORIAL SUPPLIES FOR PARKS
1018070	3/11/2026	CAPITAL SANITARY	432.95	Capital Sanitary Custodial Supplies Fed. bldg
1018027	3/11/2026	CENGAGE LEARNING INC	30.39	Large Print books for circulating collection
1018027	3/11/2026	CENGAGE LEARNING INC	76.02	Large Print books for circulating collection
520672	3/11/2026	CENTER POINT INC	176.79	Large print books for circulating collection
1018021	3/11/2026	CINTAS CORP	35.00	Floor Mat Service
1018055	3/11/2026	City of Dubuque	52,654.00	SHORTFALL AND SUBSIDY FOR FY26
1018022	3/11/2026	CITY OF DUBUQUE IOWA/FIVE FLAGS	99,909.17	SHORTFALL AND SUBSIDY FOR FY26
1018060	3/11/2026	CLAREY'S SAFETY EQUIPMENT INC	285.90	Rae Sensor Module 02
520660	3/11/2026	CLARKE UNIVERSITY	939.91	Franchise Fee FY26
1018069	3/11/2026	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26
1018033	3/11/2026	COMMAND SECURITY SOLUTIONS	79.36	LF- Alarm Monitoring 02/27/26
1018023	3/11/2026	COMMUNICATIONS ENGINEERING CO	6,905.20	City of Dubuque - IT - Wireless Network Refresh
1018047	3/11/2026	CONSTELLATION NEW ENERGY GAS DIV	1,681.13	COD-Dubuque City Garage: Kerper DEC 2025
1018044	3/11/2026	CORI L BURBACH	328.04	12/10 CB_TR_ICMA Economic Mobility cohort_El Paso
1018024	3/11/2026	Cottingham & Butler Insurance Services, LLC	1,000.00	Job Evaluation Retainer - Install 5 of 11
1018057	3/11/2026	CR Signs & Lighting, Inc	1,500.00	Billboard for Parks & Rec Seasonal Employee Recrui
1018054	3/11/2026	Digitech Computer LLC	10,443.66	Ambulance Billing Cash Receipts
520681	3/11/2026	Discover Hospitality LLC	1,240.85	2085 Sunnyview Relocation LHH 21 03.04.2026
1018038	3/11/2026	DITTMER RECYCLING INC	10,537.10	LF- Dittmer Recycling Services
1018050	3/11/2026	DUBUQUE AREA CONVENTION & VISITORS	439,922.75	FY 2026 COS/POS Travel D
1018025	3/11/2026	DUBUQUE COUNTY HISTORICAL SOCIETY	1,422.79	Franchise Fee FY26
1018025	3/11/2026	DUBUQUE COUNTY HISTORICAL SOCIETY	489.88	Franchise Fee FY26
520661	3/11/2026	DUBUQUE COUNTY RECORDER	69.00	December Recording Fees
1018004	3/4/2026	DUBUQUE FIRE EQUIPMENT INC	1,179.20	LF-Inspection Order Fire Safety Products 02/04/26
1018004	3/4/2026	DUBUQUE FIRE EQUIPMENT INC	290.00	LF-Hide Rubber Covered Fire Hose 02/09/26
1018004	3/4/2026	DUBUQUE FIRE EQUIPMENT INC	211.50	Engineering fire extinguishers
1018015	3/4/2026	DUBUQUELAND DOOR COMPANY	183.53	LF-North Door #2 Issues 02/06/26
1018015	3/4/2026	DUBUQUELAND DOOR COMPANY	221.03	Overhead Door Maintenance at Headquarters
1018015	3/4/2026	DUBUQUELAND DOOR COMPANY	1,406.13	MSC- Maint Cables on 2 Doors
1018048	3/11/2026	EASTERN IOWA EXCAV & CONCRETE LLC	41,000.00	Iowa Amphitheater Schmitt Island Bid Pkg 1
1018005	3/4/2026	ED M FELD EQUIPMENT CO INC	457.88	Maintenance on Fill Station - SCBA
1018061	3/11/2026	ED M FELD EQUIPMENT CO INC	4,992.00	LDH Hose for Truck 4
1018061	3/11/2026	ED M FELD EQUIPMENT CO INC	493.24	Filter Cartridge, Oil Filter for Bauer Air System
1018061	3/11/2026	ED M FELD EQUIPMENT CO INC	748.00	Various Hose for Truck 4
520680	3/11/2026	Eocene Environmental Group	8,414.84	EPA Brownfield
1018056	3/11/2026	FEH Associates Inc	8,999.25	Minor Mods Project
260900010	3/3/2026	FIRST DATA CORPORATION	97.90	First Data Mystique Charges
260900011	3/11/2026	FIRST DATA CORPORATION	109.90	First Data Mystique Charges
1018041	3/11/2026	FOTH INFRASTRUCTURE & ENVIRO LLC	57,655.60	Old Mill Lift Station Phase 4 Design - Foth
1018026	3/11/2026	FOUR MOUNDS FOUNDATION	9,700.00	Four Mounds Foundation Invoice for 2820 Brunswick
520684	3/11/2026	FQ Buyer, Inc	16,520.00	FinQuery Platform Standard Package
520676	3/11/2026	FRESHWORKS, INC	31,763.57	Freshworks
520673	3/11/2026	GILLIG LLC	143,900.00	Gillig Electric Bus CHARGING EQUIPMENT
520663	3/11/2026	GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY26 COS GDDC
520663	3/11/2026	GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY26 COS GDDC
1018028	3/11/2026	HDR ENGINEERING INC	3,280.00	Sanitary Sewer Asset Mgmt Plan
1018028	3/11/2026	HDR ENGINEERING INC	4,237.50	Sanitary Sewer Asset Mgmt Plan
1018028	3/11/2026	HDR ENGINEERING INC	2,230.00	Sanitary Sewer Asset Mgmt Plan
1018028	3/11/2026	HDR ENGINEERING INC	4,235.00	Lift Station Condition Assessment SSAMP HDR TO 8
1018062	3/11/2026	HEIAR FENCING & SUPPLY INC	1,400.00	Install Fence & Railing House Demo Loras Univ
1018014	3/4/2026	HEIMAN INC	573.99	Tools and Equipment for Truck 4
1018014	3/4/2026	HEIMAN INC	139.78	Tools and Equipment for Truck 4
1018029	3/11/2026	HILLCREST FAMILY SERVICES INC	90.37	Franchise Fee FY26
1018029	3/11/2026	HILLCREST FAMILY SERVICES INC	127.43	Franchise Fee FY26
1018029	3/11/2026	HILLCREST FAMILY SERVICES INC	430.94	Franchise Fee FY26
1018029	3/11/2026	HILLCREST FAMILY SERVICES INC	185.79	Franchise Fee FY26
1018039	3/11/2026	HILLS & DALES CHILD DEVELOPMENT	511.44	Franchise Fee FY26
1018039	3/11/2026	HILLS & DALES CHILD DEVELOPMENT	451.30	Franchise Fee FY26
1018053	3/11/2026	IMWCA	29,479.61	TPA payments - January 2026
520677	3/11/2026	INFOSEND INC	19,624.63	January Charges
1018046	3/11/2026	INGRAM LIBRARY SERVICES INC.	14.49	Children's books for collection
1018046	3/11/2026	INGRAM LIBRARY SERVICES INC.	8.44	Teen/Young Adult Materials for Collection
1018046	3/11/2026	INGRAM LIBRARY SERVICES INC.	27.72	Children's books for Outreach - Bright Beginnings
520664	3/11/2026	IOWA DEPT OF TRANSPORTATION	40.00	Adam Decker Test only HMA
1018051	3/11/2026	JOHNSON CONTROLS	6,393.23	Johnson Fire Controls INV. 25007421
1018052	3/11/2026	Kanopy Inc	950.00	Kanopy Streaming Services for Adult Collection
1018052	3/11/2026	Kanopy Inc	897.00	Kanopy Streaming Services for Adult Collection
520682	3/11/2026	Kathryn Arnold	2,500.00	Engine 6 Side Steps
1018063	3/11/2026	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
520665	3/11/2026	LAMAR TEXAS LIMITED PARTNERSHIP	420.00	Seasonal Employee Recruitment billboard
1018031	3/11/2026	MANUFACTURERS' NEWS INC	199.90	Iowa Manufacturers Register
1018045	3/11/2026	MIDWEST TAPE LLC	95.22	Adult DVDs, BluRays, CDs for Collection
260900008	3/6/2026	MIDWESTONE BANK	653,454.00	March 2026 HAP
260900009	3/6/2026	MIDWESTONE BANK	2,817.64	March 2026 Admin Fee
1018006	3/4/2026	MUTUAL WHEEL COMPANY	(20.00)	STOCK kits, core, low boy drm
1018006	3/4/2026	MUTUAL WHEEL COMPANY	135.88	UNIT #2703 - WO9438 - AUTO SLACK, PRESSURE VLV
260900001	3/4/2026	NUTRI-JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
260900002	3/4/2026	NUTRI-JECT SYSTEMS INC	14,917.36	Biosolids Management - WRRC Hauling
1018030	3/11/2026	ORIGIN DESIGN CO	1,372.56	Kerper Lift Station Consulting Engineering
520671	3/11/2026	PIGOTT INC.	1,396.02	Standup desk on 3rd floor

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1018007	3/4/2026	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1018007	3/4/2026	POLYDYNE INC	3,910.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1018007	3/4/2026	POLYDYNE INC	19,550.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1018032	3/11/2026	PORTZEN CONSTRUCTION INC	695.23	GARAGE - HOT WATER HEATER IN GARAGE 2/18/2026
1018008	3/4/2026	PUBLIC SAFETY CENTER	416.35	Streamlight Lithium Batteries/Sabre Red Cone
520674	3/11/2026	ROUSSELOT INC	5,368.71	Franchise Fee FY26
260800028	2/27/2026	RXBENEFITS INC	72,090.14	FY26 Prescription Admin & Claims - 12/6 to 2/13/26
520683	3/11/2026	Scott Brachman	360.00	Travel Reimbursement
520670	3/11/2026	ST LUKES HEALTH - UNITYPOINT CLINIC	1,077.00	MRO Drug Screen results - February 2026
1018034	3/11/2026	STRAND ASSOCIATES INC	1,091.10	Ruby Sutton Second Floor Structural Engineering
1018034	3/11/2026	STRAND ASSOCIATES INC	982.08	Schmitt Island Sanitary Project
1018034	3/11/2026	STRAND ASSOCIATES INC	11,861.59	Old Mill Rd Pumping Station
1018009	3/4/2026	SUPERIOR WELDING SUPPLY CO	119.00	GARAGE - ACETYLENE 1/31/2026
520675	3/11/2026	SUSTAINABLE STRATEGIES DC	7,250.00	Professional strategic funding services-grant writ
1018066	3/11/2026	SYN-TECH SYSTEMS INC	1,924.60	Fuelmaster annual maintenance
1018010	3/4/2026	TELEGRAPH HERALD	322.51	Publication Expenses
1018011	3/4/2026	TERMINAL SUPPLY	787.80	GARAGE - SHOP - BIN SUPPLIES 2/16/2026
1018043	3/11/2026	THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
520662	3/11/2026	THE GOLDEN VIEW	280.00	Age in Place program ad
1018040	3/11/2026	THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
1018035	3/11/2026	THREE RIVERS FS INC	1,952.57	LF- #2 Dyed Diesel & #1 Dyed Diesel 2/24/26
1018036	3/11/2026	TOP GRADE EXCAVATING INC	665,252.53	Old Mill LS and FM Project Phase 2
1018037	3/11/2026	TRICON CONSTRUCTION GROUP	470,725.00	LF- Customer Convenience Center Project
1018037	3/11/2026	TRICON CONSTRUCTION GROUP	35,429.55	Granger Creek Lift Station Improvements
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	179.37	UNIT #3407 - WO9402 - ULTRA ROD 2/13/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	407.00	UNIT #2698 - WO9406 - CRANKCASE BREATHER 2/9/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	527.99	UNIT #3403 - WO9450 - HEADER-DEF 2/11/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	300.79	UNIT #4915 - WO9475 - COOLER-POWER STEERING 2/12/2
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	617.84	UNIT #3236 - WO9473 - SENSOR 2/13/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	(588.79)	GARAGE - No unit # (returning item) 1/27/26
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	343.25	UNIT #3411 - WO9554 - PULLEY, BELT 2/19/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	747.50	GARAGE - STOCK BATTERIES - 2/18/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	645.25	UNIT #3411 - WO9592 - RADIATOR 2/20/2026
1018012	3/4/2026	TRUCK COUNTRY OF IOWA INC	351.73	UNIT #3413 - WO9583 - TANK,UBOLT 2/20/2026
520686	3/11/2026	UB REFUNDS	61.40	UB 19617 1759 RICHIE
520666	3/11/2026	UNION HOERMANN PRESS	120.21	Franchise Fee FY26
520669	3/11/2026	UNITED STATES TREASURY/IRS	24,017.36	AP Withholding: IRS Levy
520667	3/11/2026	UNIVERSITY OF DUBUQUE	1,979.39	Franchise Fee FY26
520667	3/11/2026	UNIVERSITY OF DUBUQUE	4,251.82	Franchise Fee FY26
1018042	3/11/2026	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
520685	3/11/2026	VIDEO ADVENTURE, INC	75.00	REFUND OF LICENSE FOR 25 - OVERPAY
520679	3/11/2026	WB McCloud & Co, Inc.	306.18	Monthly Pest Prevention
1018064	3/11/2026	WELTER STORAGE EQUIPMENT CO INC	1,665.00	Welter IT L shaped desk
520668	3/11/2026	WESTPHAL & COMPANY, INC	101.75	Building Electrical Services
520668	3/11/2026	WESTPHAL & COMPANY, INC	305.25	Westphal/Globalcom
			$ 3,345,085.23	

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

Revenue Type	Amount
Charge for services	7,724,357.80
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	395,679.75
Gain on Disposal	28,446.01
Transfers	106,711.61
Miscellaneous	142,265.00
Total	**$ 18,716,310.54**

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

Fund	Amount
General Fund	8,179,444.40
Special Revenue	4,304,965.36
Debt Service	28,543.27
Capital Projects	855,204.19
Permanent	208.22
Water	1,047,516.58
Sanitary	1,148,947.53
Stormwater	550,788.82
Parking	242,462.77
Refuse	356,494.39
Transit	172,978.95
Internal Service	675,387.48
DMASWA	1,153,368.58
Total	**$ 18,716,310.54**

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

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

Revenue Type	Amount
Charge for services	9,003,186.12
Grants/Contributions	1,973,078.60
Property Taxes	10,777,907.88
TIF	5,719,840.04
LOST	1,191,929.51
Hotel/Motel Tax	378,459.51
Utility Franchise Fees	675,993.21
Gaming	46,830.52
Investment Earnings	987,117.55
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	**$ 33,390,290.48**

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

Fund	Amount
General Fund	14,128,652.70
Special Revenue	8,715,492.99
Debt Service	103,286.73
Capital Projects	984,543.19
Permanent	687.20
Water	1,964,423.24
Sanitary	4,271,572.54
Stormwater	936,866.69
Parking	227,339.14
Refuse	623,697.26
Transit	79,117.20
Internal Service	354,142.75
DMASWA	1,000,468.85
Total	**$ 33,390,290.48**

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

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

General	1,519,917.84
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
DMASWA	764,514.84
GRAND TOTAL	**$ 5,775,774.92**

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

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

Revenue Type	Amount
Charge for services	7,269,564.78
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	468,384.47
Gain on Disposal	13,770.00
Miscellaneous	37,062.22
Total	**$ 13,650,012.97**

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

Fund	Amount
General Fund	5,521,065.59
Special Revenue	2,704,936.91
Debt Service	19,741.82
Capital Projects	119,842.31
Permanent	257.07
Water	1,118,503.04
Sanitary	1,576,575.24
Stormwater	543,470.11
Parking	186,304.46
Refuse	484,997.87
Transit	214,465.37
Internal Service	327,772.16
DMASWA	832,081.02
Total	**$ 13,650,012.97**

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

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
DMASWA	147,694.32
GRAND TOTAL	**$ 2,572,831.23**

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

CITY OF DUBUQUE
PERIOD ENDING DECEMBER 31,2025
INTERIM 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
DMASWA	1,642,575.12
GRAND TOTAL	**$ 10,906,643.01**

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

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

Revenue Type	Amount
Charge for services	7,561,815.38
Grants/Contributions	8,467,787.11
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	1,033,503.13
Miscellaneous	17,543.25
Total	**$ 20,993,643.90**

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

Fund	Amount
General Fund	5,057,476.65
Special Revenue	2,077,650.07
Debt Service	155,397.37
Capital Projects	8,029,164.88
Permanent	626.79
Water	1,242,800.05
Sanitary	1,905,263.64
Stormwater	539,949.25
Parking	272,882.12
Refuse	423,549.50
Transit	79,051.57
Internal Service	566,881.42
DMASWA	642,950.59
Total	**$ 20,993,643.90**

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

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

General	1,046,987.34
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	70,691.71
Refuse	7,717.10
Transit	17,326.46
Internal Service	64,114.98
DMASWA	128,732.35
GRAND TOTAL	**$ 3,580,063.15**

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

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

Revenue Type	Amount
Charge for services	7,493,072.41
Grants/Contributions	2,543,427.28
Property Taxes	826,437.37
TIF	86,289.71
LOST	1,366,972.82
Hotel/Motel Tax	257,790.06
Utility Franchise Fees	572,756.82
Gaming	49,518.22
Investment Earnings	319,251.14
Gain on Disposal	16,132.17
Miscellaneous	5,792,507.18
Total	**$ 19,324,155.18**

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

Fund	Amount
General Fund	5,220,490.01
Special Revenue	2,603,317.99
Debt Service	6,855.53
Capital Projects	803,692.58
Permanent	138.00
Water	2,378,464.82
Sanitary	5,650,465.35
Stormwater	803,679.49
Parking	225,501.63
Refuse	519,737.95
Transit	70,557.99
Internal Service	293,963.02
DMASWA	747,290.82
Total	**$ 19,324,155.18**

***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 FEBRUARY 28, 2026
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	15,371,367.09
Grants/Contributions	5,560,955.68
Property Taxes	174,100.72
TIF	47,759.63
LOST	1,046,883.63
Hotel/Motel Tax	146,699.58
Utility Franchise Fees	572,980.42
Gaming	44,944.88
Investment Earnings	358,504.15
Miscellaneous	176,011.69
Total	**$ 23,500,207.47**

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

Fund	Amount
General Fund	6,458,366.61
Special Revenue	1,736,510.04
Debt Service	1,521.59
Capital Projects	1,857,086.42
Water	1,061,760.42
Sanitary	2,567,549.92
Stormwater	533,978.56
Parking	231,236.74
Refuse	457,680.23
Transit	271,163.46
Internal Service	7,721,714.32
DMASWA	601,639.16
Total	**$ 23,500,207.47**

***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 FEBRUARY 28, 2026
INTERIM EXPENDITURES BY FUND

General	1,017,069.59
Special Revenue	118,784.56
Capital Projects	693,252.94
Water	124,647.16
Sanitary Sewer	100,068.47
Stormwater	29,867.72
Parking	134,557.96
Refuse	48,064.85
Transit	181,661.95
Internal Service	7,205.06
DMASWA	418,755.33
GRAND TOTAL	**$ 2,873,935.59**

***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 MARCH 31, 2026
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	1,926,921.47
Grants/Contributions	1,623,231.12
Utility Franchise Fees	388,800.20
Gaming	11,285.22
Investment Earnings	217,692.28
Gain on Disposal	183.76
Miscellaneous	206.09
Total	**$ 4,168,320.14**

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

Fund	Amount
General Fund	1,134,379.94
Special Revenue	758,493.60
Capital Projects	2,680.48
Water	538,736.44
Sanitary	531,271.82
Stormwater	874,034.41
Parking	17,281.09
Refuse	128,940.47
Transit	42,306.64
Internal Service	16,616.20
DMASWA	123,579.05
Total	**$ 4,168,320.14**

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

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 3.

ITEM TITLE:	Request for City Council Approval to Provide Letters of Support to Developer
SUMMARY:	City Manager recommending City Council approval to provide two Letters of Support to the developer for inclusion in Spring 2026 Iowa Historic Tax Credit Part 2B applications. These letters pertain to the rehabilitation of the Rouse & Dean Company Foundry Building (990 Washington Street) and First Congregational United Church of Christ (255 W. 10th Street), two historic properties within priority redevelopment areas.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Request for City Council Approval to Provide Letters of Support to Developer
2. Staff Memo
3. Letter of Support - Rouse & Dean
4. Letter of Support - First Congregational Church

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Approval to Provide Letters of Support to Developer

DATE: March 10, 2026

Economic Development Director Jill Connors is recommending City Council approval to provide two Letters of Support to the developer for inclusion in Spring 2026 Iowa Historic Tax Credit Part 2B applications. These letters pertain to the rehabilitation of the Rouse & Dean Company Foundry Building (990 Washington Street) and First Congregational United Church of Christ (255 W. 10th Street), two historic properties within priority redevelopment areas.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Request for City Council Approval to Provide Letters of Support to Developer

DATE: March 10, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval to provide two Letters of Support to the developer for inclusion in Spring 2026 Iowa Historic Tax Credit Part 2B applications. These letters pertain to the rehabilitation of the Rouse & Dean Company Foundry Building (990 Washington Street) and First Congregational United Church of Christ (255 W. 10th Street), two historic properties within priority redevelopment areas.

BACKGROUND

The City of Dubuque has long recognized historic preservation as a critical component of economic development, neighborhood stabilization, and downtown revitalization. Both projects seeking Letters of Support align with these goals.

The Rouse & Dean Company Foundry Building, constructed between 1872–1884, is the oldest surviving structure in the Historic Millwork District and represents a key opportunity site for continued redevelopment momentum.

The First Congregational United Church of Christ, constructed in 1858 and located in the Jackson Park Historic District, is one of Dubuque's most historic structures and provides essential community services. Significant structural deficiencies discovered in 2021 created urgent preservation needs addressed through the proposed rehabilitation.

DISCUSSION

Both letters articulate strong justification for state credit support:

The Rouse & Dean project addresses more than fifty years of vacancy and underutilization. Rehabilitation will stabilize the historic structure, restore significant architectural features, and create a market-ready commercial space capable of generating jobs, attracting investment, and increasing the tax base. The project is catalytic to the long-term success of the Millwork District.

The First Congregational Church project will repair critical structural issues, restore historic materials—including stained glass and masonry—and improve overall safety, accessibility, and functionality. The building supports essential outreach services such as food assistance, education initiatives, medical support, and shelter programming. Preservation advances both historic character and community well-being.

In both cases, the Iowa Historic Tax Credit program is a necessary component of the project financing structure and plays a vital role in making the rehabilitations feasible. The City's Letters of Support strengthen the applications and communicate the alignment of these projects with adopted economic development and preservation goals.

RECOMMENDATION

I respectfully recommend that the City Council approve the issuance of the Letters of Support for the Spring 2026 Iowa Historic Tax Credit Part 2B applications. Approval will allow these letters to be transmitted to the developer for inclusion in the applications.

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

March 10, 2026

State Historic Preservation Office
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

RE: Letter of Support – Spring 2026 Iowa Historic Tax Credit Part 2B Application
Rouse & Dean Company Foundry Building – Dubuque, Iowa

Dear Review Committee Members:

On behalf of the City of Dubuque's Economic Development Department, I am pleased to provide this letter of strong support for Rouse & Dean Foundry Building, LLC's Spring 2026 Iowa Historic Tax Credit Part 2B application for the rehabilitation of the Rouse & Dean Company Foundry Building.

Constructed between 1872 and 1884, the Rouse & Dean Company Foundry Building is the oldest surviving structure in Dubuque's Historic Millwork District. Historically home to Iowa Iron Works during the late nineteenth and early twentieth centuries, the building represents a foundational piece of Dubuque's industrial economy and manufacturing legacy. Its central location places it squarely within one of the City's highest-priority redevelopment areas.

The Historic Millwork District is a keystone to the region's aggressive and coordinated economic development strategy. Over the past decade, the City and its partners have supported multiple successful building rehabilitations within the District, catalyzing private investment, new housing, creative office space, and destination retail and restaurant uses. However, several key structures remain underutilized, and completion of the broader redevelopment vision depends on reinvestment in these remaining historic assets. The Rouse & Dean Company Foundry Building is among the most prominent of these opportunity sites.

For more than fifty years, the building has been vacant and/or significantly underutilized. Prior to recent stabilization work, it was in a state of considerable disrepair, limiting its ability to contribute to the surrounding neighborhood. The completion of core and shell improvements represents a critical inflection point. By stabilizing and modernizing the structure—while restoring key historic elements such as the monitor roof form—the project establishes a safe, functional, and market-ready space capable of attracting a high-quality end user.

From an economic development perspective, this project delivers both immediate and long-term benefits:

- Job Creation and Business Attraction: Rehabilitation positions the building to support new commercial uses, including a potential restaurant or hospitality concept that would generate permanent jobs and draw consistent foot traffic to the District.
- Catalytic Investment: Visible progress in rehabilitating one of the District's most historically significant buildings sends a strong signal to private investors and lenders, reducing perceived risk and encouraging additional redevelopment.
- Increased Tax Base: Productive reuse of a long-vacant structure increases assessed value and strengthens the local property tax base over time.
- Enhanced Walkability and District Identity: Activation of this highly visible site will strengthen the pedestrian environment and reinforce the Millworking Historic District as a vibrant, year-round destination.

The building's history—including the devastating May 9, 1902 fire that destroyed the foundry and resulted in the only direct fire-related fatalities in the history of the Dubuque Fire Department—adds cultural depth and historical significance that further enhances its redevelopment value. Preserving and reactivating this structure honors that legacy while aligning with contemporary economic objectives.

The Iowa Historic Tax Credit program is an essential tool in making complex historic rehabilitation projects financially feasible. In this case, the credit plays a pivotal role in bridging financing gaps, reducing redevelopment risk, and allowing private capital to be deployed in a manner consistent with community redevelopment goals.

The City of Dubuque strongly supports Rouse & Dean Foundry Building, LLC's Spring 2026 Part 2B application. This project represents the type of strategic, catalytic investment that advances both historic preservation and sustainable economic growth.

We respectfully urge favorable consideration of this important application.

Sincerely,

Jill Connors
Economic Development Director
City of Dubuque

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

March 10, 2026

State Historic Preservation Office
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

RE: Letter of Support – Spring 2026 Iowa Historic Tax Credit Part 2B Application
First Congregational United Church of Christ – Dubuque, Iowa

Dear Review Committee Members:

On behalf of the City of Dubuque, I am pleased to offer this letter of strong support for the Spring 2026 Iowa Historic Tax Credit Part 2B application submitted by First Congregational United Church of Christ for the rehabilitation of its historic church building located in Dubuque.

Constructed in 1858, First Congregational Church is one of the oldest and most historically significant buildings in our community. Situated within the Jackson Park Historic District, the church has long served as both an architectural landmark and a center of civic and spiritual life in downtown Dubuque. The 1973 construction of an educational and administrative wing expanded the congregation's capacity to serve the community while maintaining the integrity of the historic sanctuary.

In 2021, major structural deficiencies were discovered in the north wall and roof trusses, creating urgent preservation needs. The proposed rehabilitation project will address these critical structural issues to restore the building's stability and ensure its long-term viability. In addition, the project includes comprehensive masonry repairs and repointing, stained glass window restoration, interior and exterior repainting, installation of new flooring, and replacement of the primary entrance doors along 10th Street. These improvements are essential to preserving the historic character of the building while enhancing safety, functionality, and accessibility.

Beyond its architectural importance, First Congregational Church plays a vital role in serving the residents of downtown Dubuque. In addition to providing religious ministry to its members, the congregation maintains robust outreach and partnership programs addressing critical social needs, including food assistance, education initiatives, medical

support, and shelter assistance. The rehabilitation of this historic structure will directly benefit these community-centered programs by ensuring that the facility remains safe, welcoming, and operational for years to come.

The City of Dubuque recognizes historic preservation as a key component of economic development and neighborhood stabilization. Investment in the preservation of this landmark property reinforces the vitality of the Jackson Park Historic District and supports continued reinvestment in the surrounding downtown area. The Iowa Historic Tax Credit program is an essential tool in making projects of this scope financially feasible, and its support will help ensure the successful completion of this important rehabilitation effort.

The City fully supports First Congregational United Church of Christ in its application and respectfully encourages favorable consideration of its Spring 2026 Part 2B request.
Thank you for your thoughtful review of this application and for your continued commitment to preserving Iowa's historic resources.

Sincerely,

Jill Connors
Economic Development Director
City of Dubuque

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Request for Special City Council Meeting on March 23, 2026 at 6:00 PM
SUMMARY:	City Manager recommending City Council approval to schedule a Special City Council Meeting on March 23, 2026, at 6:00 p.m. to keep the approval timeline on track for items associated with the Gronen/Kilbourne Development Agreement Amendment for the mixed-use project at 5th and Main Streets and associated platting actions. This meeting will take place prior to the 6:30 p.m. public hearing on the proposed Fiscal Year 2027 tax rate and will be conducted as a separate meeting, as required by Iowa Code.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Request for Special City Council Meeting on March 23, 2026 at 6 PM
2. Staff Memo

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for Special City Council Meeting on March 23, 2026 at 6:00 PM

DATE: March 10, 2026

Economic Development Director Jill Connors is recommending City Council approval to schedule a Special City Council Meeting on March 23, 2026, at 6:00 p.m. This meeting is necessary to keep the approval timeline on track for items associated with the Gronen/Kilbourne Development Agreement Amendment for the mixed-use project at 5th and Main Streets and associated platting actions.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Request for Special City Council Meeting on March 23, 2026 at 6:00 PM

DATE: March 2, 2026

INTRODUCTION

The purpose of this memo is to request that a Special City Council Meeting be scheduled for March 23, 2026 at 6:00 PM. This meeting is necessary to keep the approval timeline on track for items associated with the Gronen/Kilbourne Development Agreement Amendment for the mixed-use project at 5th and Main Streets and associated platting actions.

BACKGROUND

The City executed a Development Agreement with Gronen Development, Inc. on March 17, 2025 for the development of a mixed-use building at the corner of 5th and Main Streets. The project will provide 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately $24,000,000.

In the interim, the Gronen team has worked with City staff and identified an additional small area of land (which we are referring to as the “Notch”) that is required to “square off” the northeast corner of the property. In order for the City to convey that property, a First Amendment to the Development Agreement is required, as well as platting of the area.

DISCUSSION

The following items are part of a sequence of steps that must occur in a timely manner to maintain momentum on the project and allow for project construction to begin in early April. The following is a list of items to be addressed in upcoming meetings to be submitted by Economic Development and Engineering Department staff.

March 16 Council Meeting –

- Set Public Hearing for the First Amendment to Development Agreement
- Approve the plat dedicating/reserving adjacent street right-of-way (Step 1 of the platting process)

March 23 Special Council Meeting –

- Hold Public Hearing and approve the First Amendment to Development Agreement
- Approve Right of Way vacation plat
- Set Public Hearing for vacation of Right of Way over the “Notch” area

April 6 Council Meeting –

- Hold Public Hearing to vacate Right of Way over the “Notch” area

Because the actions scheduled for March 23 cannot be shifted into the March 16 or April 6 meetings without disrupting the required sequence, the special meeting is the only viable approach to maintain the project schedule.

RECOMMENDATION

I respectfully request a Special City Council Meeting be scheduled for March 23, 2026 at 6:00 PM to ensure the timely completion of required approvals for the Development Agreement Amendment and related platting items.

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	2025 ADA Sidewalk Curb Ramp Project One Acceptance of Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $89,477.53 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One. **RESOLUTION** Accepting The 2025 ADA Sidewalk Curb Ramp Project One And Authorizing Final Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2025 ADA Sidewalk Curb Ramp Project One Acceptance
2. 2025 ADA Sidewalk Curb Ramp Project One - Council Acceptance Staff MEMO
3. 2025 ADA Sidewalk Curb Ramp Project One - Accept Project Authorize Final Payment RESOLUTION

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 ADA Sidewalk Curb Ramp Project One
Acceptance of Public Improvement Construction Contract
Project Number: 5421000002 – PW Curb Ramp Program

DATE: March 10, 2026

Assistant City Engineer Robert Schiesl is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $89,477.53 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One.

The 2025 ADA Sidewalk Curb Ramp Project One provided for the replacement of access curb ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the Public Works Asphalt Overlay program at the following locations:

- Asbury Road and John F. Kennedy Road, three directional ADA sidewalk curb ramps and one non-directional ADA sidewalk curb ramp.
- Asbury Road and Crissy Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Evergreen Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Woodlawn Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Avalon Street, two directional ADA sidewalk curb 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: March 9, 2026

RE: 2025 ADA Sidewalk Curb Ramp Project One
Acceptance of Public Improvement Construction Contract
Project Number: 5421000002 – PW Curb Ramp Program

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the 2025 ADA Sidewalk Curb Ramp Project One.

BACKGROUND

The 2025 ADA Sidewalk Curb Ramp Project One provided for the replacement of access curb ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the Public Works Asphalt Overlay program at the following locations:

- Asbury Road and John F. Kennedy Road, three directional ADA sidewalk curb ramps and one non-directional ADA sidewalk curb ramp.
- Asbury Road and Crissy Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Evergreen Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Woodlawn Street, two directional ADA sidewalk curb ramps.
- Asbury Road and Avalon Street, two directional ADA sidewalk curb ramps.

DISCUSSION

The 2025 ADA Sidewalk Curb Ramp Project One was completed by Midwest Concrete, Inc. of Peosta, Iowa in the final contract amount of $89,477.53 which is a 9.7% increase from the original contract amount of $81,602.58. The added costs incurred were a result of additional work required for traffic control at the intersection of Asbury and JFK, to modify traffic signal conduits and handholes at the Asbury and JFK intersection, and groundwater bypass pumping that was required to construct a deep storm sewer intake structure.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of $89,477.53 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One.

BUDGET IMPACT

The final project cost for the 2025 ADA Sidewalk Curb Ramp Project One is summarized in the following table:

Description	Cost Estimate	Award	Final Cost
Construction Contract	$ 96,486.84	$ 81,602.58	$ 89,477.53
Contingency	14,473.03	14,473.03	
Engineering Design and Administration	16,643.98	16,643.98	11,165.00
Total Construction Cost	**$ 127,603.85**	**$ 112,719.59**	**$ 100,642.53**

The proposed funding for this project is summarized as follows:

Project Number	Fund Description	Fund Amount
5421000002-301-67990	PW Curb Ramp Program	$ 95,842.53
5524000006-301-67990	Traffic Signal Conduit Replace	4,800.00
	Total Project Funding	**$ 100,642.53**

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $89,477.53 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

F:\0row\0-Projects\2025\Asphalt Overlay Sidewalk Program\PROJECT ONE\Council & Staff Documents\Acceptance

Prepared by Robert Schiesl, Asst City Engineer, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. _____ -26

ACCEPTING THE 2025 ADA SIDEWALK CURB RAMP PROJECT ONE AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the 2025 ADA Sidewalk Curb Ramp Project One (the Project) provided for the replacement of access curb ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the 2025 Public Works Asphalt Overlay program); and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Midwest Concrete, Inc. of Peosta, Iowa (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $89,477.53; and

WHEREAS, the Contractor has previously been paid $86,793.21, leaving a retainage balance of $2,684.32; and

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

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

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

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $2,684.32 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved, and adopted this __16th__ day of __March__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE 2025 ADA SIDEWALK CURB RAMP PROJECT ONE

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2025 ADA Sidewalk Curb Ramp Project One and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $100,642.54.

Dated this 9th day of March 2026.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 9th day of March 2026.

Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	2025 ADA Sidewalk Curb Ramp Project Two Acceptance of Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $224,599.25 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project Two. **RESOLUTION** Accepting The 2025 Ada Sidewalk Curb Ramp Project Two And Authorizing Final Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2025 ADA Sidewalk Curb Ramp Project Two Acceptance
2. 2025 ADA Sidewalk Curb Ramp Project Two - Council Acceptance Staff MEMO
3. 2025 ADA Sidewalk Curb Ramp Project Two - Accept Project Authorize Final Payment RESOLUTION

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 ADA Sidewalk Curb Ramp Project Two
Acceptance of Public Improvement Construction Contract
Project Number: 5421000002 – PW Curb Ramp Program

DATE: March 10, 2026

Assistant City Engineer Robert Schiesl is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $224,599.25 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project Two.

The 2025 ADA Sidewalk Curb Ramp Project Two provided for the replacement of access ramps in conjunction with the Public Works Asphalt Overlay program at the following locations:

- Woodlawn at Chippewa Street, two single directional ADA sidewalk curb ramps and storm sewer intake replacement
- Mid-block Chippewa Street, replacement of two storm sewer intakes
- Woodlawn at Karen Street, two single& two double directional ADA sidewalk curb ramps
- Woodlawn at Lindale Street, two single & one non-directional ADA sidewalk curb ramps
- Kevindale at Karen Street, two single directional ADA curb ramps
- Kevindale at Lindale Street, curb replacement
- Kaufmann at North Grandview Avenue, four single & two double directional ADA sidewalk curb ramps. Replacement of four storm sewer intakes

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

THE CITY OF DUBUQUE
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TO: Michael Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: March 9, 2026

RE: 2025 ADA Sidewalk Curb Ramp Project Two
Acceptance of Public Improvement Construction Contract
Project Number: 5421000002 – PW Curb Ramp Program

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the 2025 ADA Sidewalk Curb Ramp Project Two.

BACKGROUND

The 2025 ADA Sidewalk Curb Ramp Project Two provided for the replacement of access ramps in conjunction with the Public Works Asphalt Overlay program at the following locations:

- Woodlawn at Chippewa Street, two single directional ADA sidewalk curb ramps and storm sewer intake replacement
- Mid-block Chippewa Street, replacement of two storm sewer intakes
- Woodlawn at Karen Street, two single& two double directional ADA sidewalk curb ramps
- Woodlawn at Lindale Street, two single & one non-directional ADA sidewalk curb ramps
- Kevindale at Karen Street, two single directional ADA curb ramps
- Kevindale at Lindale Street, curb replacement
- Kaufmann at North Grandview Avenue, four single & two double directional ADA sidewalk curb ramps. Replacement of four storm sewer intakes

DISCUSSION

The 2025 ADA Sidewalk Curb Ramp Project Two was completed by Midwest Concrete, Inc. of Peosta, Iowa in the final contract amount of $224,599.25 which is a 15.4% increase from the original contract amount of $194,547.80. The added costs incurred were a result of base bid item quantity increases ($21,142.05) for sidewalk replacement, curb and gutter replacement, and storm sewer catch basin intake work. The Change Order issued ($8,909.40) included additional traffic control required at the intersection of Kaufmann

and N. Grandview, additional work to place flowable mortar to repair sidewalk undermining that occurred due to a heavy rainfall event and placing straw mat over topsoil to stabilize and control erosion.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of $224,599.25 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project Two.

BUDGET IMPACT

The final project cost for the 2025 ADA Sidewalk Curb Ramp Project Two is summarized in the following table:

Description	Cost Estimate	Award	Final Cost
Construction Contract	$ 205,080.25	$ 194,547.80	$ 224,599.25
Contingency	30,762.04	30,762.04	
Engineering Design and Administration	35,376.34	35,376.34	28,025.00
Total Construction Cost	**$ 271,218.63**	**$ 260,686.18**	**$ 252,624.25**

The proposed funding for this project is summarized as follows:

Project Number	Fund Description	Fund Amount
5421000002-301-67990	PW Curb Ramp Program	$ 252,624.25
	Total Project Funding	**$ 252,624.25**

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $224,599.25 to Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project Two.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

F:\0row\0-Projects\2025\Asphalt Overlay Sidewalk Program\PROJECT TWO\Council & Staff Documents\Acceptance

Prepared by Robert Schiesl, Asst City Engineer, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. _____ -26

ACCEPTING THE 2025 ADA SIDEWALK CURB RAMP PROJECT TWO AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the 2025 ADA Sidewalk Curb Ramp Project Two (the Project) provided for the replacement of access curb ramps on Asbury Road from John F. Kennedy Road to Avalon Street in conjunction with the 2025 Public Works Asphalt Overlay program); and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Midwest Concrete, Inc. of Peosta, Iowa (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $224,599.25; and

WHEREAS, the Contractor has previously been paid $217,861.28 leaving a retainage balance of $6,737.97; and

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

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

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

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $6,737.97 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved, and adopted this __16th__ day of __March__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE 2025 ADA SIDEWALK CURB RAMP PROJECT TWO

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2025 ADA Sidewalk Curb Ramp Project Two and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $252,624.25.

Dated this 9th day of March 2026.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 9th day of March 2026.

Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Plat of Survey for Right of Way Dedication – Portions of West 5th Street, West 6th Street, Main Street, and the City Alley, as Part of the Gronen Development, Inc. Mixed-use Building Project at the Corner of West 5th and Main Streets
SUMMARY:	City Manager recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lot 62A and City Lot 62B, in the City Of Dubuque, Iowa, along portions of West 5th Street, West 6th Street, Main Street and the City Alley just West of Main St., and acceptance of the dedication and reservation of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution. **RESOLUTION** Approving The Plat Of Survey For Right Of Way Dedication Of City Lot 62A And City Lot 62B, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Plat of Survey for Right of Way Dedication – Gronen Development at 5th and Main Streets
2. 1 cc memo row acq plat gronen 03092026
3. 2 resolution accepting row acq plat gronen 03092026
4. 3 gronen row dedication plat signed
5. 4 5th and main da amend exhibit a for CC

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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 5th Street, West 6th Street, Main Street, and the City Alley, as Part of the Gronen Development, Inc. Mixed-use Building Project at the Corner of West 5th and Main Streets

DATE: March 10, 2026

City Engineer Gus Psihoyos is recommending City Council approval of the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lot 62A and City Lot 62B, in the City Of Dubuque, Iowa, along portions of West 5th Street, West 6th Street, Main Street and the City Alley just West of Main St., and acceptance of the dedication and reservation of said lots for street right of way and public utility purposes, through the adoption of the enclosed resolution. This is part of the Gronen Development, Inc. Mixed-use Building Project a the corner of West 5th and Main Streets.

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

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Plat of Survey for Right of Way Dedication – Portions of West 5th Street, West 6th Street, Main Street, and the City Alley, as Part of the Gronen Development, Inc. Mixed-use Building Project at the Corner of West 5th and Main Streets

DATE: March 9, 2026

INTRODUCTION

This memo provides information regarding the platting and reservation of right of way (fee ownership) along portions of West 5th Street, West 6th Street, Main Street, and the City Alley just West of Main St., as part of the Gronen Development, Inc. Mixed-use Building Project at the corner of West 5th and Main Streets.

BACKGROUND

The City executed a Development Agreement with Gronen Development, Inc. last year on March 17, 2025 for the development of a mixed-use building at the corner of 5th and Main Streets. The project will provide 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately $24,000,000.

DISCUSSION

Since the execution of the Development Agreement, the Gronen team has worked with City staff and identified an additional small area of land (which we are referring to as the "Notch") that is required to "square off" the northeast corner of the property. In order for the City to convey that property, a First Amendment to the Development Agreement is required. The Amendment has been prepared in order to allow for the following:

- Adding new land to the project (the "Notch").
- Establishing easement areas and revocable and irrevocable license areas.
- Imposing new infrastructure, utility, and permitting obligations.
- Establishing required bonding, inspections, and platting procedures.
- Creating mechanisms for early site access.

All other terms and conditions of the original Development Agreement remain unchanged.

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 of Dubuque will dedicate and reserve the subject right of way areas unto itself prior to the vacation and disposal of the “Notch” property to Gronen.

Origin Design has prepared a plat of survey for right of way dedication (also known as an acquisition plat) to provide the City’s reservation of right of way areas. The areas being platted will be dedicated and reserved by the City for street right of way and public utility purposes. This is being done in anticipation of the First Amendment to Development Agreement which is scheduled to be reviewed and approved at public hearing by the City Council on the March 23, 2026. This is the first step in the process for the fee title land conveyance and vacation for the “Notch” property to Gronen. A public hearing for the street vacation and subsequent disposal of the “Notch” property will follow. The attached Exhibit A shows the right of way dedication/reservation areas and the “Notch” property.

RECOMMENDATION

I recommend that the City Council approve the Plat of Survey for Right of Way Dedication (Acquisition Plat) of City Lot 62A and City Lot 62B, 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 Lot 62A and City Lot 62B, in the City Of Dubuque, Iowa, and acceptance of the dedication and reservation 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 LOT 62A AND CITY LOT 62B, 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 March 9, 2026 prepared by Origin Design describing City Lot 62A and City Lot 62B, 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 62A and City Lot 62B, which the City of Dubuque, by said plat has dedicated and reserved unto itself forever for street right of way and public utility purposes.

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

Section 1. That the plat dated February 18, 2026, dated March 9, 2026 prepared by Origin Design, 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 and reservation of City Lot 62A and City Lot 62B, 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

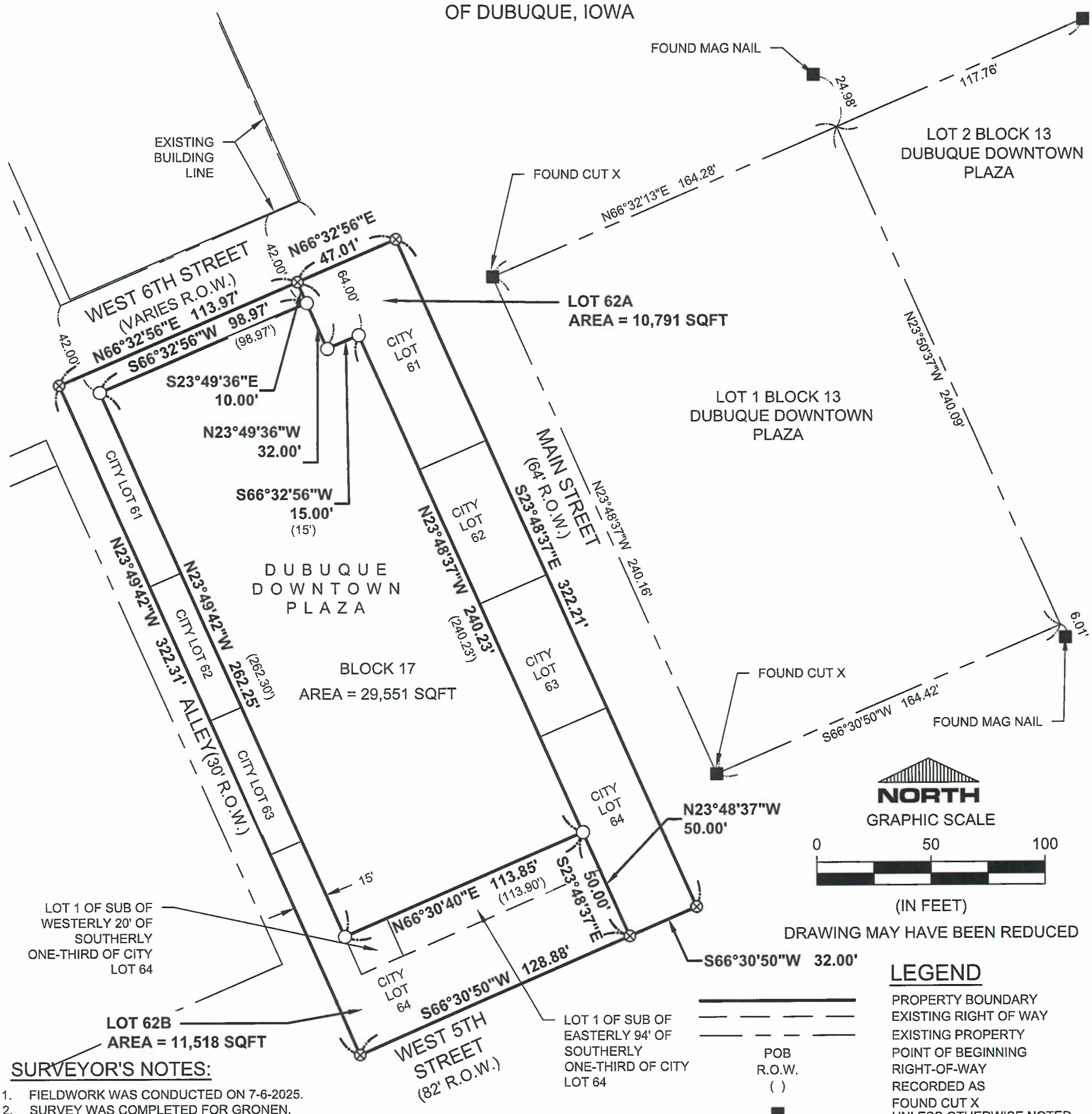
Index Legend	
Location:	Block 17 Dubuque Downtown Plaza in City of Dubuque
Proprietor:	City of Dubuque
Requestor:	Gronen Restoration
Surveyor:	Daniel L Marti (dan.marti@origin.com)
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001 PHONE: (563)556-2464

FOR RECORDER USE

PLAT OF SURVEY DEDICATION OF

CITY LOT 62A AND CITY LOT 62B IN THE CITY OF DUBUQUE, IOWA

PART OF CITY LOT 61, LOT 62, LOT 63, LOT 64, LOT 1 OF WESTERLY 20 FEET OF SOUTHERLY ONE-THIRD CITY LOT 64, LOT 1 OF EASTERLY 94 FEET OF SOUTHERLY ONE-THIRD OF CITY LOT 64, DUBUQUE DOWNTOWN PLAZA IN CITY OF DUBUQUE, IOWA



LEGEND

	PROPERTY BOUNDARY
	EXISTING RIGHT OF WAY
	EXISTING PROPERTY
POB	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
( )	RECORDED AS
■	FOUND CUT X UNLESS OTHERWISE NOTED
○	SET 5/8" REBAR WITH PURPLE PLASTIC CAP NO. 22021
⊗	SET CUT "X" UNLESS OTHERWISE NOTED

SURVEYOR'S NOTES:

1. FIELDWORK WAS CONDUCTED ON 7-6-2025.
2. SURVEY WAS COMPLETED FOR GRONEN.
3. BEARINGS ARE REFERENCED TO IOWA STATE PLANE NORTH, NAD83(2011).
4. THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND NOT OF RECORD.
5. TOTAL AREA SURVEYED IS 51,860 SQFT.
6. CITY LOT 62A AND CITY LOT 62B DEDICATED TO THE CITY OF DUBUQUE FOR STREET RIGHT OF WAY AND PUBLIC UTILITY PURPOSES.

origin design®
800 556-4491 origindesign.com

DRAWN	DLM	PLAT NO.	29-IA-25
CHECKED	DLM	PROJ. NO.	25082
DATE	3-5-2026	SHEET	1 of 2

P:\25\082\DRAWINGS\SURVEY\25082 PLAT OF SURVEY 3-2-2026

LICENSED PROFESSIONAL LAND SURVEYOR
DANIEL L. MARTI
22021
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR ORIGIN DESIGN CO.

Daniel L Marti 3/9/2026

DANIEL L. MARTI DATE

LICENSE NO. 22021 MY LICENSE RENEWAL DATE IS 12/31/2027

PAGES OR SHEETS COVERED BY THIS SEAL 1–2

SURVEYOR'S CERTIFICATE

I, **Daniel L Marti**, 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 City Lot 61, Lot 62, Lot 63, Lot 64, Lot 1 of the westerly 20 feet of the southerly one-third City Lot 64 and Lot 1 of the easterly 94 feet of southerly one-third of City Lot 64, Dubuque Downtown Plaza in City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as City Lot 62A and City Lot 62B in the City of Dubuque, Iowa. Total Area of City Lot 62A contains 0.25 acres or (10,791 square feet). Total area of City Lot 62B contains 0.26 acres or (11,518 square feet). Lot areas are more or less, and 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.

OWNER'S CONSENT

Dubuque, Iowa _____, 2026

The foregoing plat of City Lot 62A and City Lot 62B 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 and all of the City Lot 62A and City Lot 62B all lying within West 6th Street, Main Street, West 5th Street and the Alley, in the City of Dubuque, Iowa. We hereby dedicate City Lot 62A and City Lot 62B to the City of Dubuque for Street Right of Way and Public Utility purposes.

FOR THE CITY OF DUBUQUE, IOWA

By_____
Brad M. Cavanagh, Mayor

By_____
Adrienne Breitfelder, City Clerk

UNIVERSAL NOTARY CERTIFICATE

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, OR ____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.

(Notary Seal) _____
(Sign in blue ink)

_____
(Print/type name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER
_____ INDIVIDUAL
_____CORPORATE OFFICER(S)
_____(Title)

(CORP SEAL)
___AFFIXED
___NO SEAL PROCURED
___PARTNER(S) ___LIMITED___GENERAL
___ATTORNEY-IN-FACT
___TRUSTEE(S)
___GUARDIAN/CONSERVATOR
___OTHER

SIGNER IS REPRESENTING

_____

CITY OF DUBUQUE, IOWA

Dubuque, Iowa _____, 2026

The undersigned, Mayor and Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing plat City Lot 62A and City Lot 62B in the City of Dubuque, Iowa, has been filed in the office of the Clerk of the City of Dubuque, and that by Resolution No. _____ the Dubuque City Council approved said plat.

_____
Brad M. Cavanagh
Mayor of the City of Dubuque

_____
Adrienne Breitfelder
Clerk of the City of Dubuque

PLANNING SERVICES

Dubuque, Iowa _____, 2026

The foregoing plat of City Lot 62A and City Lot 62B in the City of Dubuque, Iowa, or within the two-mile jurisdiction of the City of Dubuque, Iowa, as defined under Section 354 of the Code of Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque in accordance with Article 11: Land Subdivision of the City of Dubuque Unified Development Code, and said approval has been endorsed herein on the date first written above.

_____

_____
Wally Wernimont, City Planner
Planning Services Department
City of Dubuque, Iowa

CITY ASSESSOR

Dubuque, Iowa _____, 2026

The foregoing plat of City Lot 62A and City Lot 62B was entered of record in the office of the Dubuque City Assessor this _____ day of _____, 2026.

_____

_____
Troy Patzner
Dubuque City Assessor

COUNTY AUDITOR

Dubuque, Iowa _____, 2026

The foregoing plat of City Lot 62A and City Lot 62B 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.

_____

_____
Keith Lucy
County Auditor of Dubuque, Iowa

RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2026

The foregoing plat of
has been reviewed by the Dubuque County Recorder.

_____

_____
Ann Sweeney
Dubuque County Recorder

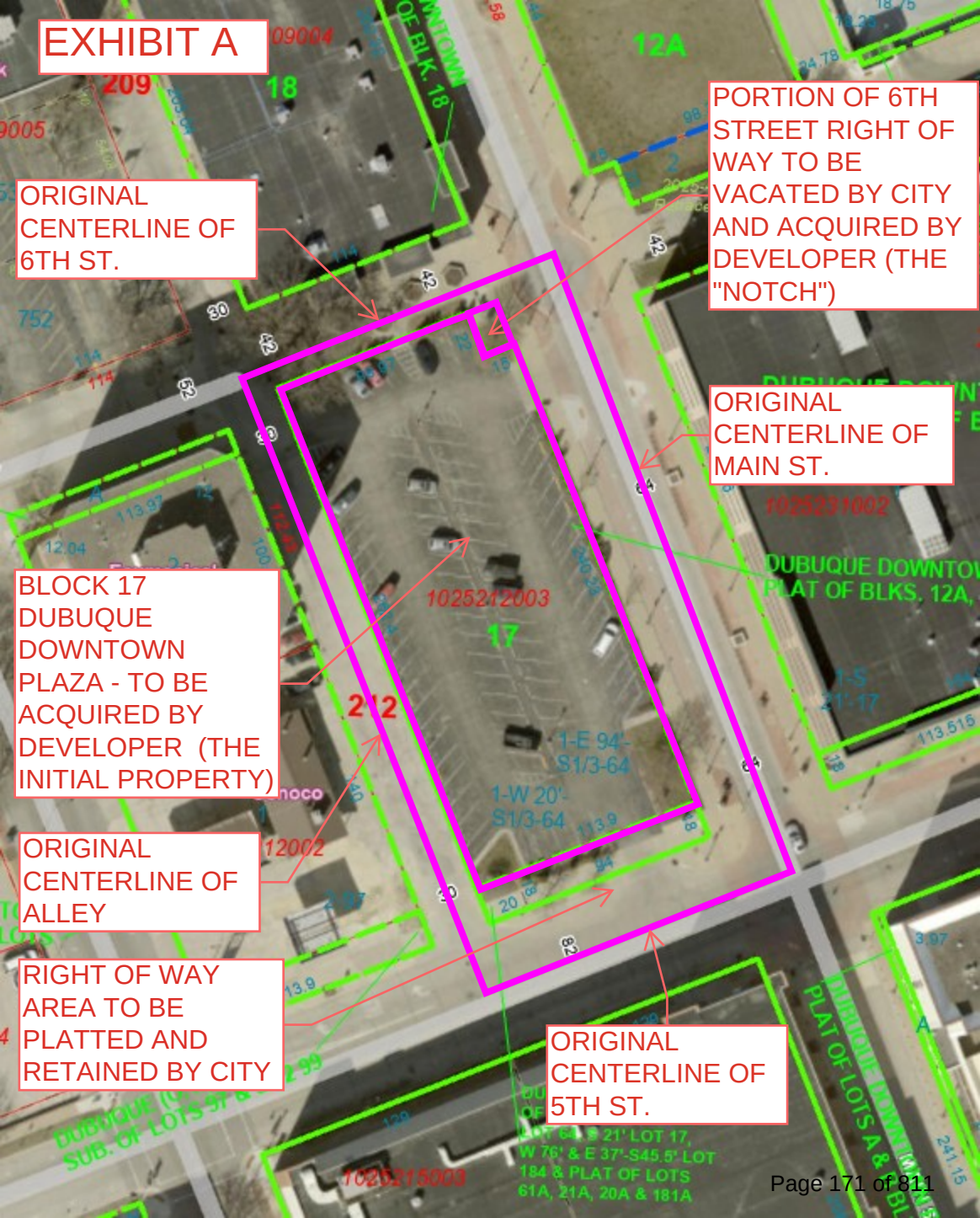


EXHIBIT A
ORIGINAL CENTERLINE OF 6TH ST.
PORTION OF 6TH STREET RIGHT OF WAY TO BE VACATED BY CITY AND ACQUIRED BY DEVELOPER (THE "NOTCH")
ORIGINAL CENTERLINE OF MAIN ST.
BLOCK 17 DUBUQUE DOWNTOWN PLAZA - TO BE ACQUIRED BY DEVELOPER (THE INITIAL PROPERTY)
ORIGINAL CENTERLINE OF ALLEY
RIGHT OF WAY AREA TO BE PLATTED AND RETAINED BY CITY
ORIGINAL CENTERLINE OF 5TH ST.
1025212003
17
212
1-E 94'-S1/3-64
1-W 20'-S1/3-64
12A
18
209
752
1025231002
DUBUQUE DOWNTOWN PLAT OF BLKS. 12A,
PLAT OF LOTS A &
SUB. OF LOTS 97 &
W 76' & E 37'-S45.5' LOT 184 & PLAT OF LOTS 61A, 21A, 20A & 181A

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Approval of Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)
SUMMARY:	City Manager recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art). **RESOLUTION** Approving The Plat Of Survey For Proposed Vacated Streets And Alley Right Of Way Areas In Parts Of City Lots 623B, 648A, 648B, And Lot 2 Of Woodward Place, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa
2. 1 vacate duma memo approve plat 03092026
3. 2 Resolution Approving Plat vacate duma 03092026
4. 3 duma vacate plat signed
5. 4 DUMA DA fully executed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 10, 2026

City Engineer Gus Psihoyos is recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art).

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Approval of Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 9, 2026

INTRODUCTION

This is in response to a request from property owner Dubuque Museum of Art (DUMA) for the vacating of portions of the West 7th Street and Bluff Street right of way and 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, said right of way areas are legally described as City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, adjacent to the DUMA property in the City of Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see fully executed agreement attached) with DUMA for the sale of City owned property in order to accommodate the construction of the proposed Dubuque Museum of Art building and campus improvements. As part of that agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

At its March 2, 2026 meeting, the City Council approved the plat and accepted the dedication of the streets and alley right of ways in and around the DUMA block, from DUMA and Cottingham and Butler Daycare, and is now fee owner of those right of way areas. The attached plat shows the portions of those street and alley right of way areas proposed to be vacated and conveyed back to DUMA. The portions of the street and alley right of way areas to be vacated are to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa. The street and alley right of way areas to be vacated need to be platted. Buesing and Associates, Inc. has prepared the attached vacation plat.

RECOMMENDATION

I am recommending that the plat of survey (vacation plat) be approved.

ACTION TO BE TAKEN

I respectfully request that the Plat of Survey (Vacation) of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, be approved through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

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

RESOLUTION NO. -26

RESOLUTION APPROVING THE PLAT OF SURVEY FOR PROPOSED VACATED STREETS AND ALLEY RIGHT OF WAY AREAS IN PARTS OF CITY LOTS 623B, 648A, 648B, AND LOT 2 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 dated February 18, 2026 prepared by Buesing and Associates, Inc., showing the proposed vacated portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa ; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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 for and on behalf of the City of Dubuque, Iowa.

Section 2. 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 (Vacation) of:
CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE
in the City of Dubuque, Iowa

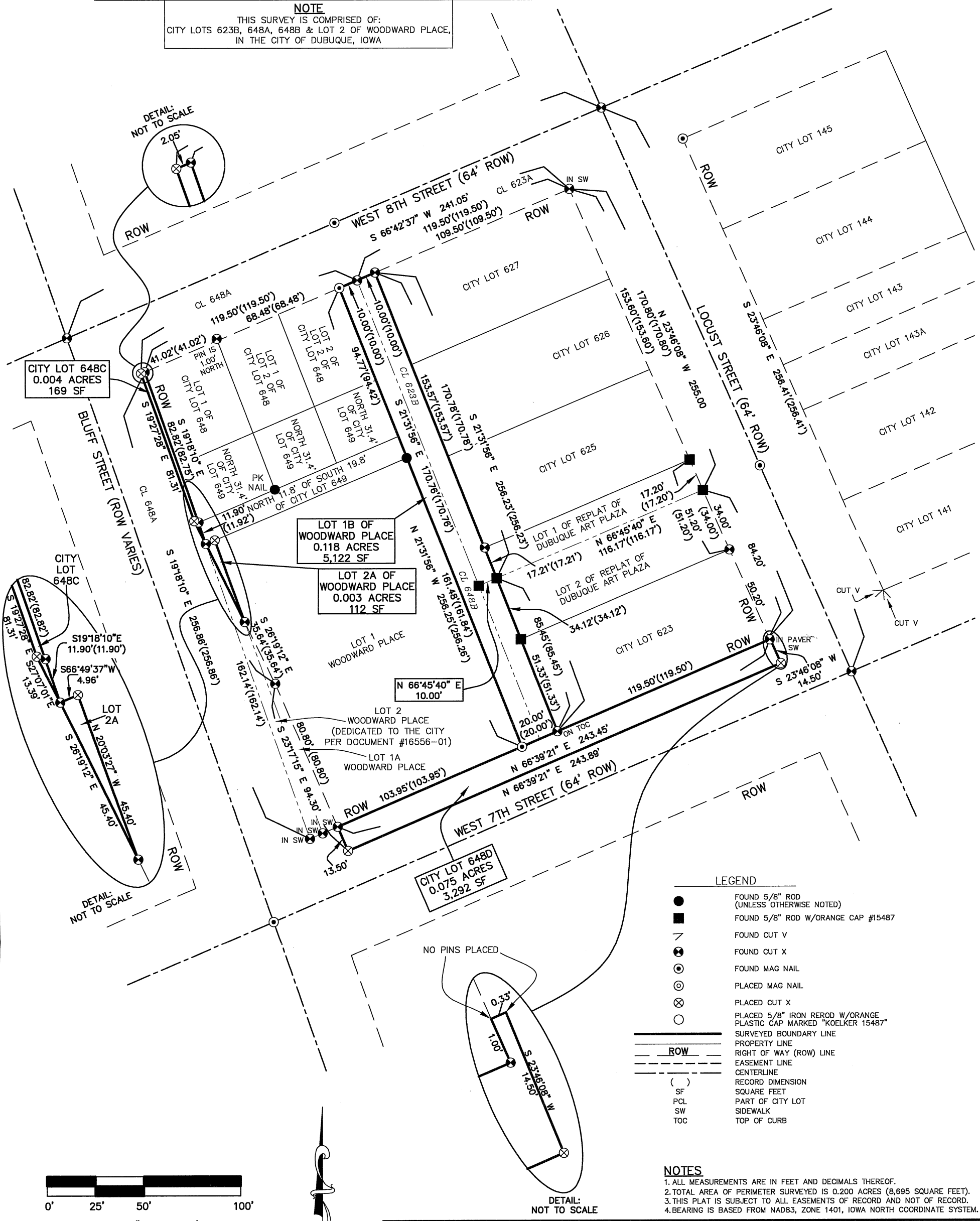
PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

INDEX LEGEND

Location: City Lots 648C, 648D, and Lot 1B & 2A 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 City Lot 623B, 648A, 648B, & Lot 2 of Woodward Place:
City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker - tlkoelker@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

NOTE

THIS SURVEY IS COMPRISED OF:
CITY LOTS 623B, 648A, 648B & LOT 2 OF WOODWARD PLACE,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

●	FOUND 5/8" ROD (UNLESS OTHERWISE NOTED)
■	FOUND 5/8" ROD W/ORANGE CAP #15487
7	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
──	PROPERTY 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

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.200 ACRES (8,695 SQUARE FEET).
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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

2/18/26
(DATE)

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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 & JJL	CHECKED BY: TLK
SURVEY DATE: 3/02/2023	PLOT DATE: 02/10/2026
DWG. NO. 25197-01 VAC	SCALE: 1" = 50'

SHEET 1 OF 5

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:

City Lots 623B, 648A, 648B, & Lot 2 of Woodward Place, 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 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** in the City of Dubuque, Iowa. Total area of **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** is 0.200 acres (8,695 square feet). Total area of **CITY LOTS 648C** is 0.004 acres (169 square feet). Total area of **CITY LOT 648D** is 0.075 acres (3,292 square feet). Total area of **LOT 1B OF WOODWARD PLACE** is 0.118 acres (5,122 square feet). Total area of **LOT 2A OF WOODWARD PLACE** is 0.003 acres (112 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: 12/31/26

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 said real estate. **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa to be vacated.

_____
Mayor of the City of Dubuque, IA

_____
Acting Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this_____day of_____, A.D. 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh is the Mayor and Adrienne N. Breitfelder is the Acting Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad Cavanagh and Adrienne N. Breitfelder that the above instrument was signed on behalf of said Corporation by authority of its Board of Directors, and that said Brad Cavanagh is the Mayor and Adrienne N. Breitfelder is the Acting Clerk for the City of Dubuque, Iowa 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

City of Dubuque Planning Services

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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, is the Mayor and Adrienne N. Breitfelder is the Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa, on _____ as resolution # _____ 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

_____
Dubuque County Recorder

Copyrighted
March 2, 2026

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
SUGGUESTED 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 duma c&b da agreements 02192026
3. 2 Resolution approving duma c&b da agreements 02192026
4. 3 DUMA DA signed by DUMA 02202026 binder
5. 4 CBDC City Alley Vacate Agreement CB executed 02202026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: 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 it 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

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. 58-26

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, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder

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 13th 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

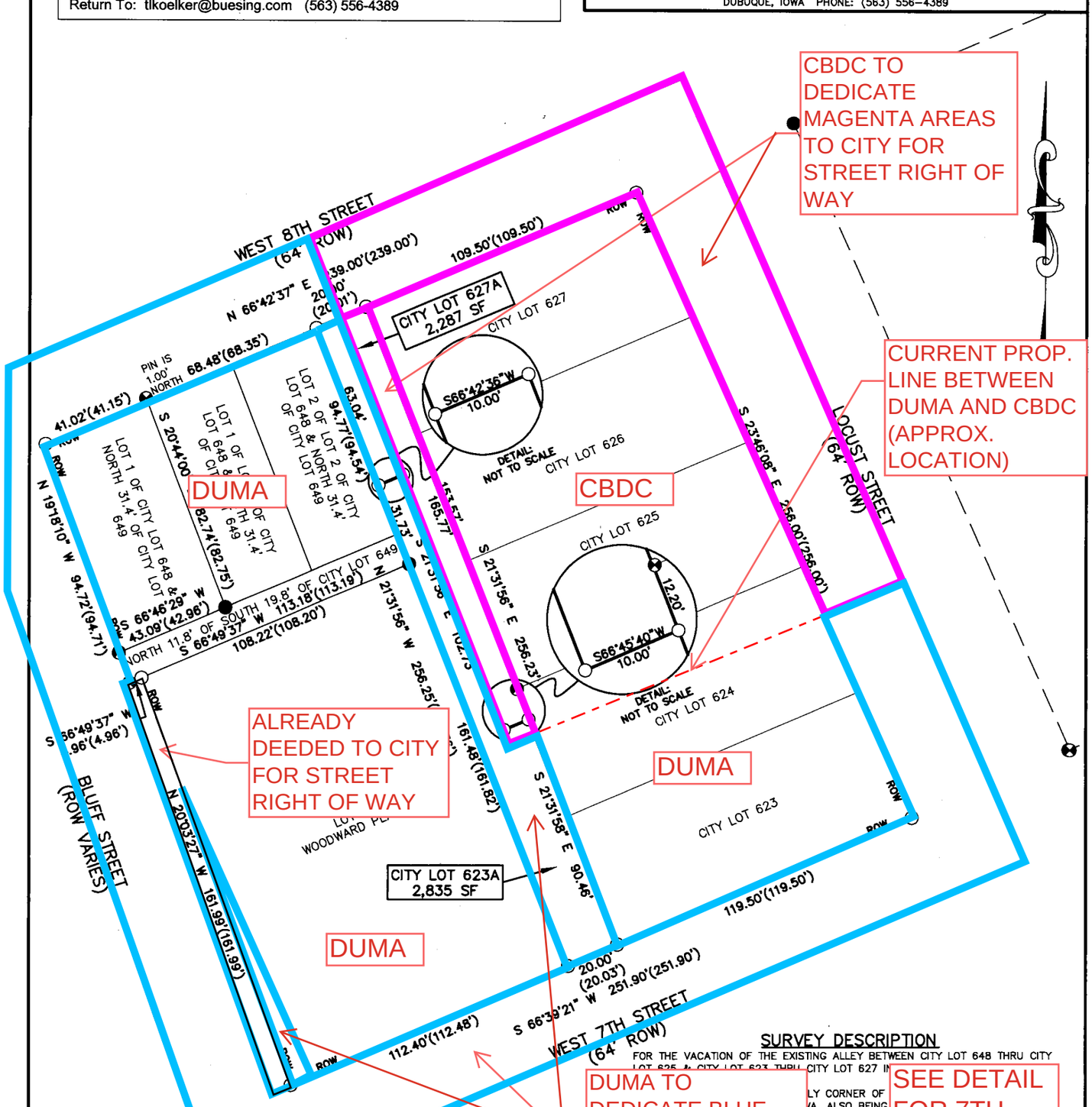
Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 1

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
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



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
LY CORNER OF
VA, ALSO BEING
; THENCE SOUT
7, 626, 625 62
ERLY CORNER O
TH STREET; THE
F 20.00 FEET T
THENCE NORTH
EAST LINE OF C
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

LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND CUT X (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW — RIGHT OF WAY LINE
- IP — IRON PIPE
- SF — SQUARE FEET
- ( ) — RECORD DIMENSION

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5,122 SF.
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.

0' 25' 50' 100'
SCALE: 1" = 50'

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

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

BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

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

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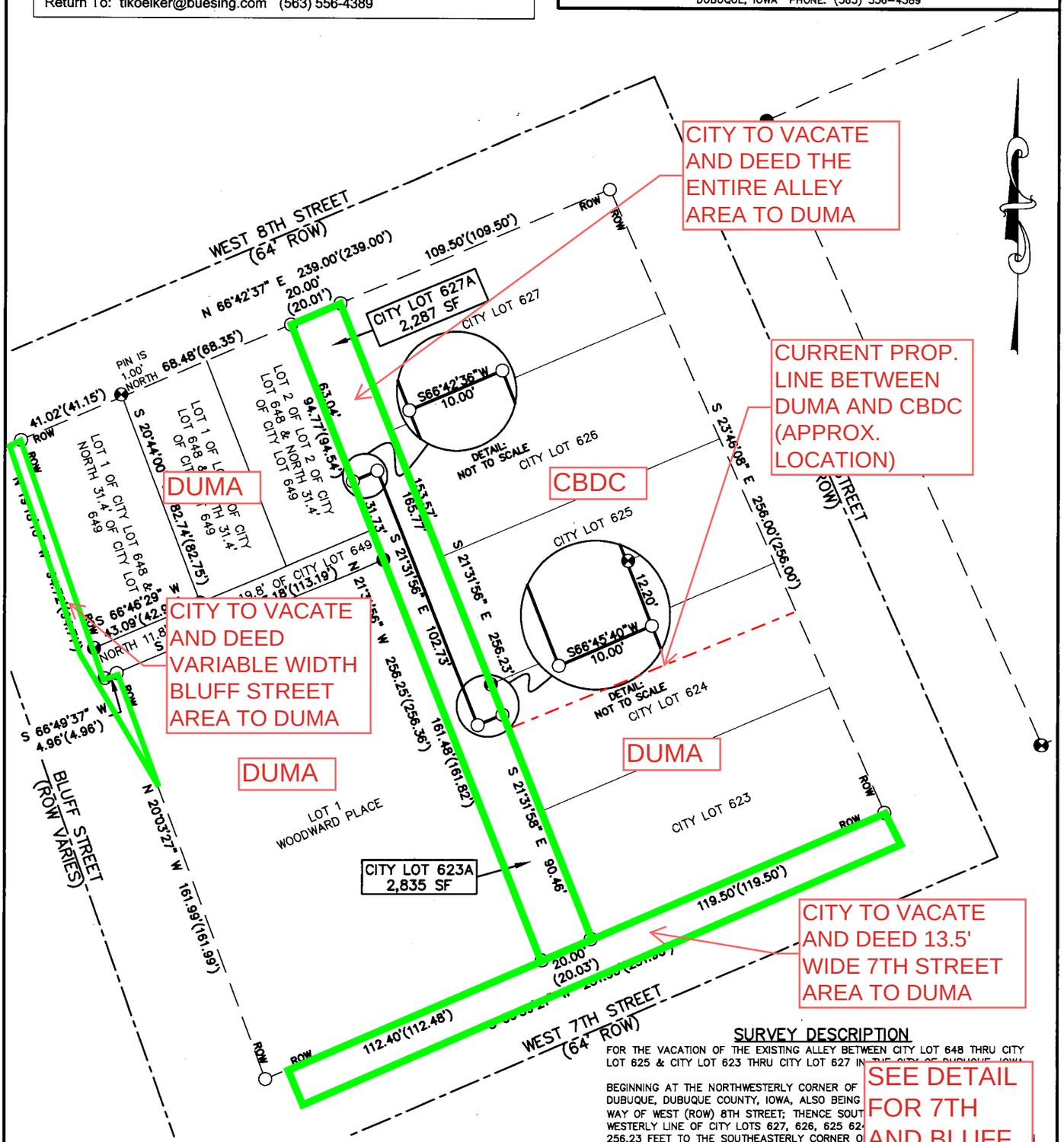

SURVEY DESCRIPTION

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

BEGINNING AT THE NORTHWESTERLY CORNER OF DUBUQUE, DUBUQUE COUNTY, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOUT WESTERLY LINE OF CITY LOTS 627, 626, 625 62 256.23 FEET TO THE SOUTHEASTERLY CORNER O THE NORTHERLY ROW OF WEST 7TH STREET; THE ALONG SAID ROW, A DISTANCE OF 20.00 FEET T OF LOT 1 OF WOODWARD PLACE; THENCE NORTH EAST LINE SAID LOT 1 AND THE EAST LINE OF C 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

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ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
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SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
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SHEET 1 OF 3

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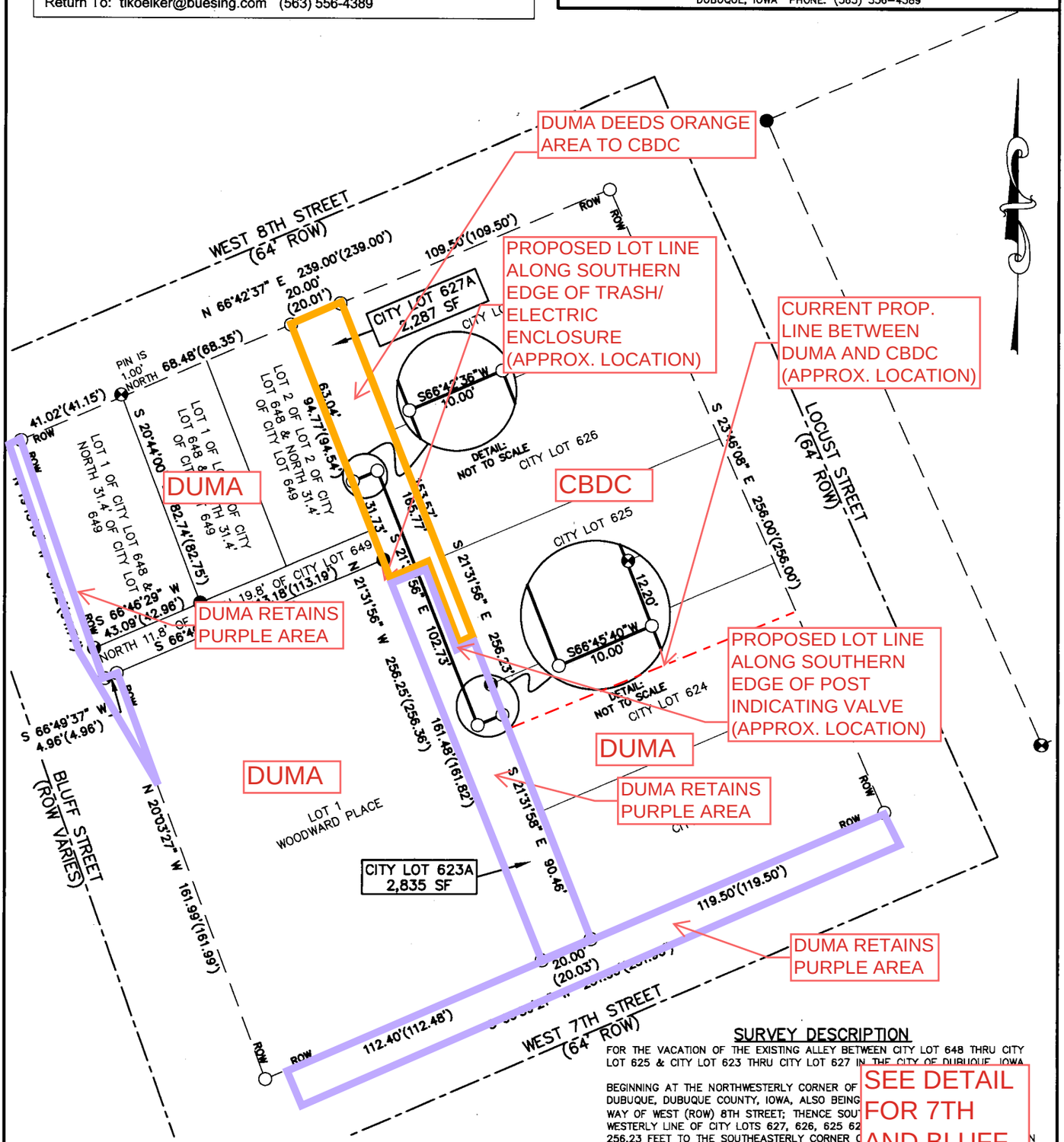

SEE DETAIL FOR 7TH AND BLUFF AREAS ON SHEET 4 OF EXHIBIT A

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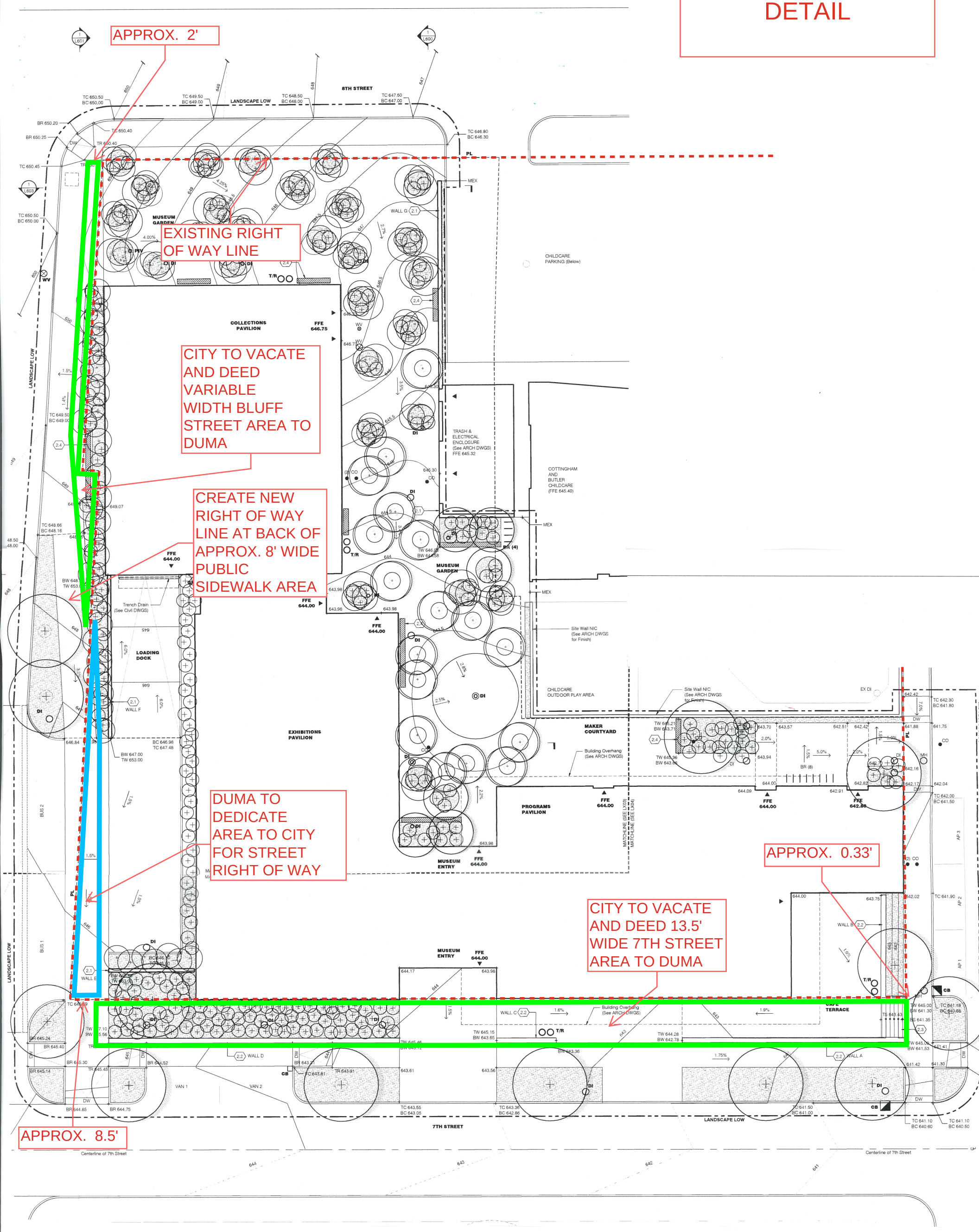
SHEET 1 OF 3

EXHIBIT A PAGE 4 BLUFF AND 7TH STREET AREA DETAIL



IOWA ONE CALL SM

CALL BEFORE DIGGING

EXHIBIT B
PRIVATE UTILITY EASEMENTS

LOCUST STREET

8TH STREET

27TH STREET

BLUFF STREET

WASHINGTON PARK

PROGRAMS PAVILION
FFE=644.00

EXHIBITIONS PAVILION
FFE=644.00

MECHANICAL ROOMS
FFE=646.75

COLLECTIONS PAVILION
FFE=644.00

SANITARY CLEANOUT
INV=635.88

STORM JUNCTION
15" INV IN=637.37
15" INV OUT=637.28
4" SANITARY SEWER
37.9 LF @ 7.09%

6" SANITARY SEWER
40.2 LF @ 7.09%

6"x6" WYE
INV=633.19
6"x6" TEE
INV=631.44

15" STORM SEWER
38.1 LF @ 0.50%

CONNECT TO EXISTING
WITH WYE FITTING
INV=629.79 F.V.

6" SANITARY SEWER
10.4 LF @ 10.00%
8" STORM SEWER
5.9 LF @ 50.5%
8" STORM SEWER SERVICE
INV=640.50

DOUBLE SWEEP
CLEANOUT
4" SAN. SEWER SVC
INV=634.23

15" STORM SEWER
33.9 LF @ 0.50%

15" STORM SEWER
8.8 LF @ 0.50%

STORM JUNCTION
15" INV IN=637.52
15" INV OUT=637.42

**DO NOT ABANDON
EXISTING STORM UNTIL
PROPOSED STORM
SYSTEM IS INSTALLED
TO THIS JUNCTION

15" STORM SEWER
135.4 LF @ 0.50%

4" SANITARY SEWER
79.5 LF @1.00%

SANITARY CLEANOUT
INV=636.63

4" SANITARY SEWER
74.7 LF @ 1.00%

SANITARY CLEANOUT
INV=638.19

STORM AREA INLET
8" INV IN=639.02
12" INV IN=638.95
12" INV OUT=638.85

4" SANITARY SEWER
25.6 LF @ 1.00%

20.6 LF 8" STORM
@ 8.74%

4" SANITARY SEWER
80.4 LF @ 1.00%

12" STORM SEWER
41.9 LF @ 0.50%

12" STORM SEWER
38.6 LF @ 0.50%

STORM AREA INLET
12" INV IN=638.74
6" INV IN=639.14
12" INV OUT=638.64

6" STORM SEWER
3.6 LF @ 42.37%

6" STORM SEWER SERVICE
INV AT BUILDING=640.75

SANITARY CLEANOUT
INV=637.38

STORM AREA INLET
12" INV IN=638.45
15" INV OUT=638.20

10" STORM SEWER
25.7 LF @ 0.50%

10" STORM SEWER SERVICE
INV AT BUILDING=638.50

4" FIRE SERVICE

2" DOMESTIC SERVICE

8" STORM SEWER SERVICE
INV AT BUILDING=640.75

DOUBLE SWEEP CLEANOUT
INV=638.45

4" SANITARY SEWER SERVICE
INV AT BUILDING=638.50

PROPOSED GAS METER

4" DIP WITH NITRILE GASKETS FIRE SERVICE

2" TYPE K COPPER DOMESTIC SERVICE

PROPOSED IMON
FIBER OPTIC SERVICE

4" PIV

2" SHUT OFF

TRENCH DRAIN
12" STORM SEWER
INV OUT = 638.96

TRENCH DRAIN
SLOPE BOTTOM TO
CENTER OUTLET
1.00% MIN

12" STORM SEWER
130.2 LF @ 0.50%

EXPOSE NEWLY INSTALLED IMON/CITY
FIBER OPTIC CONDUIT PRIOR TO
TAPPING WATER MAIN. COORDINATE
TO ENSURE WATER SERVICE
CROSSES UNDER CONDUIT AND
MAINTAINS MINIMUM OF 5.5' COVER.

4" COMBINED WATER SERVICE

4" TAPPING VALVE

CONNECT TO EXITING 12"
LIVE TAP BY CITY OF DUBUQUE

REMOVE EXISTING SERVICE TO CORP STOP

CONNECT SERVICE TO EXISTING
MAIN ON WEST SIDE OF BLUFF ST

CONNECT TO EXISTING
STORM INLET
12" INV IN (EXIST)=636.93
15" INV OUT (EXIST)=636.69
15" INV IN=636.79

STORM JUNCTION
15" INV OUT =636.82
15" INV IN=636.92

CONNECT TO EXISTING
STORM INLET
15" INV OUT (EXIST)=636.40
12" INV IN=636.65

12" STORM SEWER
6.0 LF @ 0.50%

STORM JUNCTION
12" INV IN=636.76
12" INV OUT=636.68

12" STORM SEWER
97.5 LF @ 0.50%

STORM JUNCTION
12" INV IN=637.37
12" INV OUT=637.27

12" STORM SEWER
55.9 LF @ 0.50%

STORM JUNCTION
12" INV IN=637.75
12" INV OUT=637.65

12" STORM SEWER
35.5 LF @ 0.50%

STORM JUNCTION
12" INV IN=638.03
12" INV OUT=637.93

12" STORM SEWER
35.3 LF @ 0.50%

STORM JUNCTION
12" INV IN=638.31
12" INV OUT=638.21

STORM CATCH BASIN
GRATE = 642.74

STORM CATCH BASIN
GRATE = 639.30
FLOUT (N) 15" = 639.49

STORM CATCH BASIN
GRATE = 643.09
FLOUT (S) 15" = 639.94

STORM MANHOLE
RIM = 645.48
FL = 633.94

SANITARY MANHOLE
RIM = 646.27
FLIN (N) = 636.92
FLOUT (S) = 636.86

SANITARY MANHOLE
RIM = 640.37
FLIN (E) = 629.35
FLOUT (N) = 629.20

STORM CATCH BASIN
GRATE = 641.04
FLIN (W) 12" = 636.93
FLOUT (S) 15" = 636.69

STORM MANHOLE
RIM = 640.32
FLOUT (W) = 635.81

STORM CATCH BASIN
GRATE = 640.38
FLIN (N) 15" = 636.10
FLOUT (S) = 635.08

STORM CATCH BASIN
GRATE = 640.48
FLOUT (S) 15" = 636.40

FIRE HYDRANT
ARROW = 643.71

SANITARY MANHOLE
RIM = 642.49
FLIN (N) = 634.61
FLOUT (S) = 634.11

STORM CATCH BASIN
GRATE = 649.29
FLOUT (E) 15" = 645.62

SANITARY MANHOLE
RIM = 651.77
FLIN (N) = 641.
FLOUT (S) =

SCALE 36X48: 1" = 10'

Architect
SCHULHOF RASHIDI ARCHITECTS, LLP
E info@schulhofrashidi.com
T 563.274.8002

Associate Architect
bnim
BNIM Architects
317 South Avenue, Suite 100, Des Moines IA 50309
515.9214.0462 | 816.700.5001

Civil Engineer
DUESING & Associates, Inc.
ENGINEERS & SURVEYORS

30% CONSTRUCTION DOCUMENTS (INTERNAL)

JULY 11, 2025

REVISIONS

NOT FOR CONSTRUCTION

DUBUQUE MUSEUM OF ART
701 LOCUST ST

DWN BY: PJN

SCALE: 1"=10' (E SIZE)

SITE UTILITY PLAN

C3.00

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Agreement with Northeast Iowa Community College for proposed Building Entrance Site Improvements at 700 Main Street in Dubuque, Iowa
SUMMARY:	City Manager recommending City Council approval of an agreement with Northeast Iowa Community College (NICC) in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa. **RESOLUTION** Approving An Agreement between the City of Dubuque, Iowa and Northeast Iowa Community College which provides for a future vacation and sale process for a portion of the W. 7th Street right-of-way lying East of Main Street and facilitates an improvement project by Northeast Iowa Community College
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Agreement with Northeast Iowa Community College for proposed Building Entrance Site Improvements at 700 Main Street
2. 1 memo approving NICC agreement 03102026
3. Resolution
4. NICC Vacate Agreement
5. Insurance Schedule A

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with Northeast Iowa Community College for proposed Building Entrance Site Improvements at 700 Main Street in Dubuque, Iowa

DATE: March 12, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Northeast Iowa Community College (NICC) in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

The agreement contemplates a future dispositional process which cannot be initiated until such time as NICC completes the Iowa Department of Education requirements.

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Northeast Iowa Community College for proposed Building Entrance Site Improvements at 700 Main Street in Dubuque, Iowa

DATE: March 12, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Northeast Iowa Community College (NICC) in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

BACKGROUND

NICC is planning to remodel its existing Dubuque Center campus building at 700 Main Street. The newly remodeled building will house classrooms, conference rooms, labs, and associated facilities. Part of the remodeling plans includes the construction of a new two-story entrance at the southwest corner of the existing building. The proposed two-story entrance improvements will be located on what is currently City of Dubuque street right of way easement.

DISCUSSION

The agreement includes the dedication of fee title (City currently holds an easement) to the adjoining street and alley rights of way, from NICC to the City, followed by the subsequent vacation and disposal of portions of those rights of way from the City to NICC, in order to accommodate the proposed NICC development plans. City staff, including Planning Services, Engineering, and Parks and Recreation met with NICC representatives, reviewed the proposal, and have determined that the right of way area to be vacated is not needed. The proposed vacation of the designated portion of 7th Street is anticipated to have minimal operational or public-access impact. Following completion of the associated construction activities, sufficient right-of-way will remain to accommodate installation of a standard City-compliant sidewalk. All pedestrian facilities will be rebuilt to conform to applicable City design standards and accessibility requirements. 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.

As NICC is required to contact the Iowa Department of Education and set and hold a public hearing before they dispose of any interest in real estate, the contemplated right

of way dedication and vacation/disposal steps for this project will likely not take place until mid-May of this year. To allow for construction to begin on NICC's current schedule, the agreement includes a provision for early site access via the attached site access agreement.

The agreement contemplates the property will be sold to NICC as part of a future dispositional process for $1,674.00 and NICC will also be responsible for all surveying, platting, and publication, and filing costs. A copy of the agreement executed by NICC is attached. The dispositional process cannot be initiated until such time as NICC completes the Iowa Department of Education process and remains subject to City Council approval following the required public hearing process.

RECOMMENDATION

I recommend that the City approve the agreement with NICC to facilitate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving said agreement and authorizing the City Manager to execute said agreement.

Attach.

Prepared by: Nate Kieffer, CE III, PE/PLS

RESOLUTION NO. _____-26

APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND NORTHEAST IOWA COMMUNITY COLLEGE WHICH PROVIDES FOR A FUTURE VACATION AND SALE PROCESS FOR A PORTION OF THE W. 7TH STREET RIGHT-OF-WAY LYING EAST OF MAIN STREET AND FACILITATES AN IMPROVEMENT PROJECT BY NORTHEAST IOWA COMMUNITY COLLEGE

WHEREAS, Northeast Iowa Community College, a school corporation, (NICC) is requesting the vacation and sale of a portion of the West 7th Street right of way lying east of Main Street, in the City of Dubuque, Iowa, and adjacent to its existing property, in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa (NICC Improvements); and

WHEREAS, NICC is fee title holders to its respective streets and alleys in the block adjacent to its property (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, NICC is willing to deed its 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 right of way areas to NICC to facilitate construction of the NICC Improvements; and

WHEREAS, City and NICC 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 the NICC Improvement project; and

WHEREAS, City and NICC 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; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the agreement with NICC attached hereto.

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

Section 1. The agreement attached hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the agreement 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 16th day of March, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

AGREEMENT
BY AND BETWEEN
NORTHEAST IOWA COMMUNITY COLLEGE
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 Northeast Iowa Community College (NICC), a school corporation organized and existing under the laws of Iowa.

WHEREAS, NICC is the owner Block 11 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa (the NICC Property); and

WHEREAS, NICC is requesting the vacation and sale of a portion of the West 7th Street right of way lying east of Main Street, in the City of Dubuque, Iowa, and adjacent to the NICC Property, as shown on Exhibit A (the Street ROW Area) attached hereto and herby incorporated by reference, in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa (NICC Improvements); and

WHEREAS, NICC is fee title holder to the streets and alleys in the block adjacent to the NICC Property as shown on 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, NICC is willing to deed its rights to said Streets and Alleys to City for fee title ownership by City in accordance with the areas outlined on Exhibit A in exchange for the City's vacation and conveyance Street ROW to NICC, as set forth below; and

WHEREAS, City has agreed to vacate and sell the Street ROW Area to NICC, for $1,647.00 and other good and valuable consideration, in accordance with the area outlined on Exhibit A; and

WHEREAS, City and NICC would like to coordinate the deeding of the Streets and Alleys to City and the vacation and sale of the Street ROW Area to NICC to accommodate the NICC Improvements; and

WHEREAS, NICC and City desire to enter into an agreement with respect to the deeding of the Streets and Alleys and vacation of the Street ROW Area 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 NICC, City shall vacate and sell the Street ROW Area as shown on Exhibit A to NICC for one thousand six hundred seventy-four 00/100's dollars ($1,674.00), to accommodate the NICC Improvements.

1.2 Upon receipt of the Plat of Survey for the Street ROW Area, 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 Street ROW Area.

1.3 Subject to City Council approval and reimbursement to City from NICC for publication and filing fees, City will execute and deliver a Quit Claim Deed to NICC for the vacated Street ROW Area.

SECTION 2. NICC RESPONSIBILITIES. NICC agrees as follows:

2.1 NICC will execute a ROW of Way acquisition survey plat, which will formally dedicate the Streets and Alley areas owned by NICC, shown in Page 1 of Exhibit A, to City for street right of way and public utilities, at no cost City.

2.2 NICC will submit a request to City to vacate and provide a sketch or plat of the ROW Areas to be vacated.

2.3 NICC acknowledges that NICC, at NICC's expense, will have prepared a Right of Way Acquisition Plat of Survey for the proposed Streets and Alley, and a Right of Way Vacation Plat of Survey for the Street ROW Area, as shown in Exhibit A, both documents to be prepared by a Licensed Land Surveyor, which will show the boundaries of the areas and assign a legal descriptions to the properties.

2.4 If applicable, as a requirement of approval of the vacation of the Street ROW Area, NICC 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 NICC.

2.5 NICC will 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 Street ROW Area promptly upon receipt of a statement from City.

2.6 Within sixty (60) days of closing, at NICC's expense, NICC will consolidate, through a Plat of Survey, the vacated Street ROW Area with the NICC Property to create one lot or parcel that conforms to the City of Dubuque Unified Development Code Bulk Standards for the combined lots.

SECTION 3. MUTUAL EXCHANGE.

NICC shall not convey the NICC Streets and Alleys to the City, and NICC shall not record the plat of survey dedicating Streets and Alleys as right of way to the City, until after the City Council has approved the vacation of the City Street ROW Area and approved the conveyance of the same to NICC. The exchange of real estate and conveyance of property between the parties shall happen simultaneously. For clarification, NICC's conveyance of the Street ROW Area to the City is conditioned on the City's conveyance of the Street ROW to NICC, as set forth above.

SECTION 4. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to NICC:

Northeast Iowa Community College
Attention: Lexi Wagner, VP of Finance & Administration
1625 Highway 150 S
PO Box 400
Calmar, IA 52132

If to City:

City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 5. DEFAULT. In the event of default by NICC, City reserves the right to seek specific performance in Iowa District Court for Dubuque County. In the event of default by City, NICC will have all rights and remedies available at law or in equity.

SECTION 6. MISCELLANEOUS.

6.1 This Agreement may not be assigned without the prior written consent of the City. Such written approval will not be unreasonably withheld.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 The closing on the property with NICC shall be no later than July 31, 2026.

SECTION 7. URBAN RENEWAL. This Agreement is subject to the approval of the City Council. City represents and warrants it has and shall continue to comply with all necessary requirements required under this Section and Iowa law.

SECTION 8. SITE ACCESS AGREEMENT. Prior to Closing, NICC and its contractors shall have access to the Property pursuant to the terms and conditions of the Site Access Agreement attached hereto and incorporated herein by reference.

SECTION 9. This Agreement is contingent on approval by the NICC Board of Trustees. Until approved by appropriate Board of Trustee's action, this Agreement is non-binding on NICC. If NICC Board of Trustees does not approve this Agreement, NICC shall have no obligations under the Agreement.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

NORTHEAST IOWA COMMUNITY COLLEGE

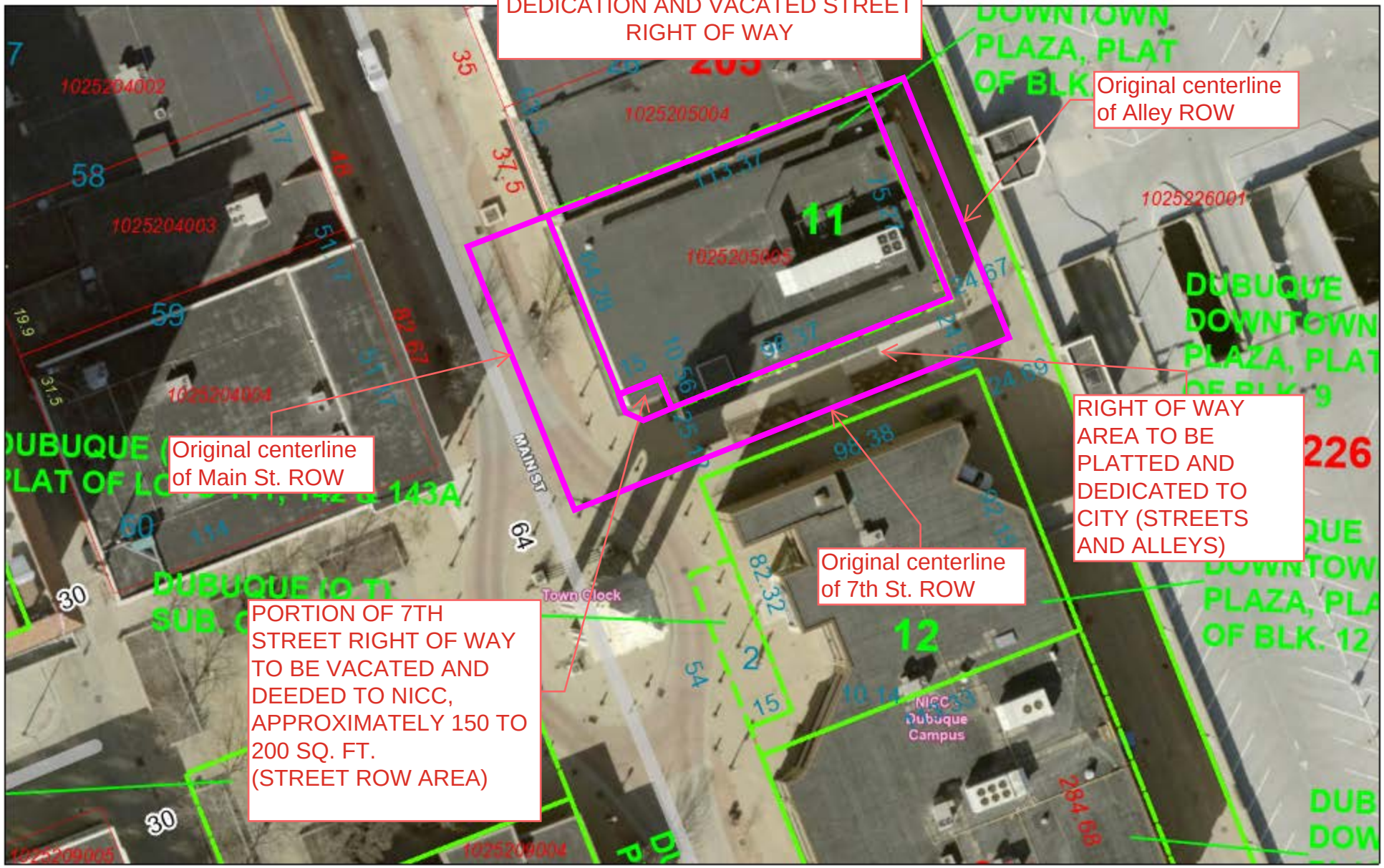
By: _____
Dave Dahms, President

EXHIBIT A

PROPOSED STREET AND ALLEY DEDICATION AND VACATED STREET RIGHT-OF-WAY

EXHIBIT A

PROPOSED STREET & ALLEY DEDICATION AND VACATED STREET RIGHT OF WAY



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Dubuque County GIS

SITE ACCESS AGREEMENT
BETEWEEN
THE CITY OF DUBUQUE, IOWA
AND
NORTHEAST IOWA COMMUNITY COLLEGE

This Agreement is made and entered into this ___ day of _____, 2026, by and between the City of Dubuque, Iowa, an Iowa municipal corporation (City), and Northeast Iowa Community College (NICC).

WHEREAS, City is the owner of certain the Street ROW Area described in the Agreement between City and NICC pursuant to which City agrees to convey the Street ROW Area (the Site) to NICC;

WHEREAS, City has not yet approved the Agreement, but NICC has requested access to the Site to begin construction of the improvements; and

WHEREAS, City is willing to grant NICC access to the Site on the terms and conditions set forth herein.

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

SECTION 1. ACCESS TO SITE. City hereby grants to NICC and its contractors access to the Site for construction and such other work as City and NICC shall agree in writing.

SECTION 2. RESTORATION OF SITE. NICC acknowledges that any site preparation or other work performed by NICC is at NICC's sole risk. NICC agrees to timely pay and discharge all claims of any kind by its contractors, subcontractors and suppliers with respect to any work performed on the Site, including but not limited to claims for labor or material furnished in connection therewith, and to defend, indemnify and hold harmless City from and against any and all such claims. In the event that the City does not approve the Agreement), NICC shall, at City's option, restore the Site at NICC's sole expense within 60 days after receipt of notice from City, and this Agreement shall then terminate after approval of such restoration by City. For the purposes of this Agreement, the term "restore the Site" means removing any and all structures that may have been constructed on the Site, replacing any removed roadway structures, filling any holes on the Site to adjoining grade level and seeding the Site. In the event NICC fails to restore the Site by such date, City will have the Site restored and NICC shall reimburse City for all costs of restoration within thirty days of receipt of a statement from City for such costs. This obligation shall survive the termination of this Agreement.

SECTION 3. CONDITION OF THE SITE. City makes no warranty or representation as to the condition of the Site, including environmental conditions. NICC takes the site

"as is." NICC acknowledges that any work performed by NICC at the Site is at its sole risk. NICC shall insure that all work at the Site is done in accordance with all applicable laws and permits and in a good worker-like manner. NICC shall daily leave the Site in a condition no less safe than before the work was conducted. NICC is solely responsible for obtaining any and all permits required for the work to be conducted at the Site. No hazardous chemicals and wastes may be stored or disposed of on the Site and all such materials must be used only as allowed by law. NICC shall be responsible for identifying any and all utilities serving the Site prior to conducting invasive work on the Site.

SECTION 4. SHARING OF INFORMATION. NICC shall provide City with copies of any and all reports and documents resulting from the work conducted at the Site upon the request of the City. In the event such information is confidential, it shall be managed by the parties pursuant to a separate Confidentiality Agreement. NICC shall notify City immediately upon discovery of any hazardous or unsafe condition at the Site.

SECTION 5. INDEMNIFICATION. To the fullest extent permitted by law (including the Iowa Tort Claims Act, Iowa Code Chapter 669), NICC shall defend, indemnify and hold harmless City, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any work at the Site by or on behalf of NICC. This obligation shall survive the termination of this Agreement.

SECTION 6. INSURANCE. NICC shall provide insurance as set forth in the attached Insurance Schedule at all times that this Agreement is in effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael Van Milligen
City Manager

NORTHEAST IOWA COMMUNTIY COLLGE

By: _____
David Dahms
President

CITY - INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque 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: City of Dubuque, Finance Department, 50 W. 13th Street, Dubuque, Iowa, 52001.

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 lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and 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 of Dubuque may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license, and permittees shall be responsible for deductibles and 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 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 written mutual agreement attached hereto.

INSURANCE SCHEDULE A (continued)

EXHIBIT I

A. COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 0002, 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 noncontributory.
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, 50th W. 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.

INSURANCE SCHEDULE A

(continued)

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C. AUTOMOBILE LIABILITY

Coverage Required: x_____ Yes _____ No

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do 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. POLLUTION LIABILITY

Coverage Required: _____ Yes x_____ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO from GC 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.

INSURANCE SCHEDULE A

(continued)

E. PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

_____ Yes x_____ No

Amount $_____

Include the City of Dubuque as Lendor Loss Payable.

F. RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

x_____ Yes _____ No

The General Liability, Automobile Liability, and Employers 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 Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

G. FLOOD INSURANCE:

_____ Yes x_____ No

If Required Coverage: $ _____

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 is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Calendar Year 2025 Urban Revitalization Program Applications
SUMMARY:	City Manager recommending City Council adopt a resolution approving the 2025 Calendar Year applications filed in accordance with the Urban Revitalization ordinance and directs that the approved applications be forwarded to the City Assessor for residential property tax abatement. **RESOLUTION** Approving Property Tax Abatement Applications Submitted By Property Owners In Urban Revitalization Areas And Authorizing The Transmittal Of The Approved Applications To The City Tax Assessor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Calendar Year 2025 Urban Revitalization Program Applications
2. 2025 UR Memo
3. 2025 UR Resolution
4. 2025 Urban Revitalization Applications

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Calendar Year 2025 Urban Revitalization Program Applications

DATE: March 10, 2026

Housing & Community Development Director Madeline Haverland is recommending City Council adopt a resolution approving residential property tax abatement applications submitted in January 2026 for improvements completed during calendar year 2025 under the City's Urban Revitalization ordinance and directs that the approved applications be forwarded to the City Assessor.

The following applications were reviewed by the Housing & Community Development Department staff and approved:

District	Address	Property Owner	Type of Property	Exemption Period
DBQ UR Area	40 Diamond	Daniel & Jacqueline Miller	Residential	10-year
DBQ UR Area	175 W. 17th	Thomas Ressler	Residential	10-year
DBQ UR Area	514 Angella	City of Dubuque	Residential	10-year
DBQ UR Area	626 University	Daniel Huss	Residential	10-year
DBQ UR Area	821 Garfield	City of Dubuque	Residential	10-year
DBQ UR Area	1294 Rosedale	Stefani Link	Residential	10-year
DBQ UR Area	1978 Cox	Alex Stein & Danielle Wrzesinski	Residential	10-year
Bies Drive	1502 & 1504 Bies Dr	Cci5 LLC	Residential	10-year
DBQ UR Area	135 W. 17th (LATE)	Clifton Park Conrad	Residential	10-year*

*Exemptions for late applications are determined by the City Assessor.

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
Jill Connors, Economic Development Director
Jennifer Larson, Chief Financial Officer
Wally Wernimont, Planning Department Director

Ian Hatch, Assistant Economic Development Director
Joe Link, Economic Development Financial Specialist

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Maddy Haverland, Housing and Community Development Director

SUBJECT: Calendar Year 2025 Urban Revitalization Program Applications

DATE: March 9, 2026

INTRODUCTION
This memorandum presents the attached resolution for City Council consideration approving residential property tax abatement applications submitted in January 2026 for improvements completed during calendar year 2025 under the City's Urban Revitalization ordinance. Approved applications will be forwarded to the City Assessor.

BACKGROUND
In 1980, the City Council established, under the guidelines set forth in Chapter 404 of the Code of Iowa, Dubuque's first two Urban Revitalization Areas - Jackson Park Urban Revitalization Area and West 11th Street Urban Revitalization Area. In 1981, the City designated the Washington Street Urban Revitalization Area and amended the district in 2007 and 2008. In 1995, the Upper Main Urban Revitalization Area was designated and in 2002 the Langworthy, Old Main and Cathedral Urban Revitalization areas were designated. In January 2015, the Kunkel and Associates Urban Revitalization Plan was adopted providing a partial 10-year partial abatement for improvements. The Lange Estate and Paragon Square Urban Revitalization Plans were adopted in April 2016. Additionally, a number of other small areas have been designated over the years, but these designations have primarily expired.

The Washington Neighborhood Urban Revitalization district was revised, the boundaries expanded in March 2007 and amended in 2008. In addition to the ten-year residential abatement on improvements, this district also allows three-year abatement for commercial property.

The City Council passed an ordinance that established a new Urban Revitalization Area starting December 20, 2019, called the Dubuque Urban Revitalization Area, which consolidated and expanded many of the existing Urban Revitalization Plans. In recent years, increased housing development has spurred additional Urban Revitalization Areas, such as Bies Drive, Plaza Drive, and Lake Ridge, as an incentive for developers.

The purpose of the Urban Revitalization legislation is to attract development to specific areas, which might otherwise continue to deteriorate, thereby stabilizing and eventually

increasing the tax base within those areas. The abatements are intended to stimulate private investment by reducing the tax increases that would normally result from making improvements to residential property.

In 2024, the state law was updated to exclude the portion of school tax levy from the tax exemption for Urban Revitalization applications submitted after July 1, 2024. Prior to the legislative change, 100% of the tax increase due to the increased valuation of improvements was exempt. The FY26 Dubuque Community School District (DCSD) tax rate is $13.03438. The total consolidated rate for Dubuque is $30.31761. DCSD is 43% of the consolidated rate that was previously abated. This means that for all applicants, they will only receive a 57% tax abatement for the increased valuation. For example, a property that increases valuation by $50,000.00, the full tax increase (which would have been 100% abated prior to this legislation) would be $1,515.88. Because the DCSD Levy is not exempt, the abatement amount will be 57% of that amount, or $863.05.

PROCESS

Applications for tax exemption were accepted until February 2, 2026. The Housing and Community Development Department reviews applications to ensure properties are located in a designated area. Staff from the Housing & Community Development Department verify that all required permits for the work described were obtained and inspects structures to verify the work is completed in accordance with applicable codes.

If the City Council finds the applications to follow the appropriate urban revitalization plan, they are forwarded to the City Assessor who inspects the properties, determines the assessable value of the new improvements and transmits this information to the County Auditor. The applications will be forwarded to the City Assessor to approve the assessment.

Eleven (11) Urban Revitalization applications were received prior to February 2, 2026. Of these eleven, two (2) were not located in an Urban Revitalization Area, one (1) is a late application for work that was completed prior to 2025, and the remaining eight (8) are recommended for approval.

DISCUSSION

The following applications were reviewed and approved:

District	Address	Property Owner	Type of Property	Exemption Period
DBQ UR Area	40 Diamond	Daniel & Jacqueline Miller	Residential	10-year
DBQ UR Area	175 W. 17th	Thomas Ressler	Residential	10-year
DBQ UR Area	514 Angella	City of Dubuque	Residential	10-year
DBQ UR Area	626 University	Daniel Huss	Residential	10-year
DBQ UR Area	821 Garfield	City of Dubuque	Residential	10-year
DBQ UR Area	1294 Rosedale	Stefani Link	Residential	10-year

DBQ UR Area	1978 Cox	Alex Stein & Danielle Wrzesinski	Residential	10-year
Bies Drive	1502 & 1504 Bies Dr	Cci5 LLC	Residential	10-year
DBQ UR Area	135 W. 17th (LATE)	Clifton Park Conrad	Residential	10-year*

*Exemptions for late applications are determined by the City Assessor.

RECOMMENDATION
I recommend that City Council approve the attached resolution.

CC:
Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director
Jennifer Larson, Chief Financial Officer
Wally Wernimont, Planning Department Director
Ian Hatch, Assistant Economic Development Director
Joe Link, Economic Development Financial Specialist

RESOLUTION NO. - 2026

RESOLUTION APPROVING PROPERTY TAX ABATEMENT APPLICATIONS SUBMITTED BY PROPERTY OWNERS IN URBAN REVITALIZATION AREAS AND AUTHORIZING THE TRANSMITTAL OF THE APPROVED APPLICATIONS TO THE CITY TAX ASSESSOR

Whereas, Chapter 404 of the Code of Iowa, the Urban Revitalization Act, permits cities to abate property taxes for improvements made to properties in designated revitalization areas; and

Whereas the Urban Revitalization Act requires property owners to submit a written application for abatement by February 2, 2026, of the assessment year for which the abatement is first claimed and requires the City Council to approve all applications that meet the requirements of the adopted Urban Revitalization Plan. Copies of the Urban Revitalization applications are forwarded to the City Assessor for review; and

Whereas, pursuant to the requirements of said Urban Revitalization Act, the following Urban Revitalization Areas were established: Dubuque Urban Revitalization Area, Alta Vista, Radford Road, 210 Jones Street, Kunkel & Associates, Lange Estates, Bies Drive, Plaza Drive, and Lake Ridge; and

Whereas, the City of Dubuque, as of February 2, 2026, received tax abatement applications from the following property owners in the aforementioned urban revitalization districts eligible for tax exemption for the time period indicated:

District	Address	Property Owner	Type of Property	Exemption Period
DBQ UR Area	40 Diamond	Daniel & Jacqueline Miller	Residential	10-year
DBQ UR Area	175 W. 17th	Thomas Ressler	Residential	10-year
DBQ UR Area	514 Angella	City of Dubuque	Residential	10-year
DBQ UR Area	626 University	Daniel Huss	Residential	10-year
DBQ UR Area	821 Garfield	City of Dubuque	Residential	10-year
DBQ UR Area	1294 Rosedale	Stefani Link	Residential	10-year
DBQ UR Area	1978 Cox	Alex Stein & Danielle Wrzesinski	Residential	10-year
Bies Drive	1502 & 1504 Bies Dr	Cci5 LLC	Residential	10-year
DBQ UR Area	135 W. 17th (LATE)	Clifton Park Conrad	Residential	10-year*

*Exemptions for late applications are determined by the City Assessor.

Whereas, the Housing and Community Development Department has reviewed the above-described applications, verified required permits were obtained and inspected for applicable improvements, verified inspections of the properties, and determined the applications and the improvements conform to the requirements of the City of Dubuque's Urban Revitalization Plans.

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

Section 1. That the above-described tax abatement applications meet the requirements of the City of Dubuque's Urban Revitalization Plans.

Section 2. That the above-described tax abatement applications are hereby approved by the City Council, subject to the review and approval of the City Assessor.

Section 3. That the City Clerk is hereby authorized and directed to forward the above-described tax abatement applications to the City Assessor.

Passed, approved, and adopted this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

RECEIVED JAN 2 6 2026

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 40 Diamond St Dubuque, IA 52001

Name of Property Owner: Daniel & Jacqueline Miller

Mailing Address (if different):

Home/Work: 563 588 3124 Cell: 563 663 3015 Email: dan.m.miller3@gmail.com

URBAN REVITALIZATION AREAS: Click here for a current map of districts

- ☒ Dubuque Urban Revitalization Area est. 2019
- ☐ Bies Drive, est. 2022
- ☐ Plaza Drive, est. 2022
- ☐ Lake Ridge, est. 2025
- ☐ Alta Vista est. 2019
- ☐ Kunkel and Associates est. 2015
- ☐ Lange Estates est. 2016
- ☐ Radford Road est. 2019
- ☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION: ☒ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

House / Single Family

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☒ If yes, what is the new use? _____

10 Year Exemption: ☒ Residential
3 Year Exemption: ☐ Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Electrical Box and wiring from fuses Upgrades (1,954.00 7/25 + 1,276. 12/25)
Total Kitchen remodel & wiring/cabinets/flooring etc. (17,000) 12/25

Project Start Date: 7/2025 Date of Completion: 12/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
☐ Building ☐ Plumbing ☐ Mechanical ☒ Electrical

City of Dubuque Permit # ? E25-0348 Project Valuation on Permit $? (Bill Sieverding Elec)

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** ☐ **Yes** ☐ **No**

SIGNATURE Jacqueline Miller ***DATE*** 1-23-26

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received:
Received by:

need B+P permit inspections

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION

Due before 5:00 p.m. February 2, 2026

for improvements made in calendar year 2025

Address of Property: 175 W. 17th St., Dubuque, IA 52001

Name of Property Owner: Thomas Ressler

Mailing Address (if different):

Home/Work: Cell: (317) 790-7197 Email: tressler2003@yahoo.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- Bies Drive, est. 2022
- Plaza Drive, est. 2022
- Lake Ridge, est. 2025
- Alta Vista est. 2019
- Kunkel and Associates est. 2015
- Lange Estates est. 2016
- Radford Road est. 2019
- 210 Jones Street est. 2016

BUILDING DESCRIPTION: Single Family Duplex Multi-family Number of Units Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Residential House

Did the use of the building change after the completion of the improvements?

Yes (No) If yes, what is the new use? _____

10 Year Exemption: Residential ✓

3 Year Exemption: Commercial

P - open
E - closed
B - open

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Full Kitchen Remodel, moved a wall, floor to ceiling Repair and refinish. New Plumbing fixtures, update electrical outlets, New Countertops, cabinets, plumbing fixtures, & appliances

Project Start Date: 08/23/2024 Date of Completion: 01/22/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

X Building X Plumbing Mechanical X Electrical

City of Dubuque Permit # _____ Project Valuation on Permit $ 60000

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached? Yes No**

SIGNATURE Thomas E. Ressler ***DATE*** 01/28/2026

email - 2-16

Return completed application by February 2, 2026 to:

Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received: 1/28/26
Received by: mch - email

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 514 Angella St.

Name of Property Owner: City of Dubuque

Mailing Address (if different): 350 W 6th Street, Suite 312

Home/Work: 563.690.6102 Cell: Email: mhaverla@cityofdubuque.org

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- ☑ Dubuque Urban Revitalization Area est. 2019
- ☐ Bies Drive, est. 2022
- ☐ Plaza Drive, est. 2022
- ☐ Lake Ridge, est. 2025
- ☐ Alta Vista est. 2019
- ☐ Kunkel and Associates est. 2015
- ☐ Lange Estates est. 2016
- ☐ Radford Road est. 2019
- ☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☑ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Single-family home.

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☑ If yes, what is the new use? _____

10 Year Exemption: ☑ Residential
3 Year Exemption: ☐ Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Total gut rehab.

Project Start Date: _____ Date of Completion: 11/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
☑ Building ☑ Plumbing ☑ Mechanical ☑ Electrical

City of Dubuque Permit # _____ Project Valuation on Permit $ _____
List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** ☐ **Yes** ☐ **No**

SIGNATURE Madeline Haverla ***DATE*** 2/2/26

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

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Date Received:
Received by:

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 626 University Ave. Dubuque, IA 52001

Name of Property Owner: Daniel Huss

Mailing Address (if different): 2190 Coates St. Dubuque, IA 52003

Home/Work: Cell: 563-451-9313 Email: dhuss@clover.properties

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Bies Drive, est. 2022
- [ ] Plaza Drive, est. 2022
- [ ] Lake Ridge, est. 2025
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

BUILDING DESCRIPTION:

[x] Single Family [ ] Duplex [ ] Multi-family Number of Units 2 [ ] Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Residential Single family home, converted into a 2 unit home. Unit 1 is now a 4 bedroom 2 bathroom with aproximately 1800 sqft of living space. This unit is being rented by a a family. Unit 2 is an apartyment, Kitchen, livingroom/bedroom, and bathroom over a garage, all rented by 1 tenant.

Did the use of the building change after the completion of the improvements?

Yes [x] No [ ] If yes, what is the new use? Both units are now livable and occupied.

10 Year Exemption: [x] Residential
3 Year Exemption: [ ] Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

All improvment were completed in compliance with City of Dubuque permits and inspection. Additional information Attached.

Project Start Date: Aug 2024 Date of Completion: September 2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

[x] Building [x] Plumbing [x] Mechanical [x] Electrical

City of Dubuque Permit # Multiple Attached Project Valuation on Permit $ $15000+

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** [ ] **Yes** [x] **No**

SIGNATURE [signature] ***DATE*** 1/30/26

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received: 1/30/24
Received by: mch - office

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 821 Garfield Ave.

Name of Property Owner: City of Dubuque

Mailing Address (if different): 350 W 6th Street, Suite 312

Home/Work: 563.690.6102 Cell: Email: mhaverla@cityofdubuque.org

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- ☑ Dubuque Urban Revitalization Area est. 2019
- ☐ Bies Drive, est. 2022
- ☐ Plaza Drive, est. 2022
- ☐ Lake Ridge, est. 2025
- ☐ Alta Vista est. 2019
- ☐ Kunkel and Associates est. 2015
- ☐ Lange Estates est. 2016
- ☐ Radford Road est. 2019
- ☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☑ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Single-family home.

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☑ If yes, what is the new use? _____

10 Year Exemption: ☑ Residential
3 Year Exemption: ☐ Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Total gut rehab.

Project Start Date: _____ Date of Completion: 11/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
☑ Building ☑ Plumbing ☑ Mechanical ☑ Electrical

City of Dubuque Permit # _____ Project Valuation on Permit $ _____
List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** ☐ **Yes** ☐ **No**

SIGNATURE Madeline Haverla ***DATE*** 2/2/2026

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received:
Received by:

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 1294 Rosedale Ave., Dubuque, IA 52001

Name of Property Owner: Stefani K. Link

Mailing Address (if different):

Home/Work: 563-556-5800,x481 Cell: 563-581-1473 Email: stefanilink14@gmail.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Bies Drive, est. 2022
- [ ] Plaza Drive, est. 2022
- [ ] Lake Ridge, est. 2025
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

BUILDING DESCRIPTION:

[x] Single Family [ ] Duplex [ ] Multi-family Number of Units [ ] [ ] Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

This house is a single family home.

Did the use of the building change after the completion of the improvements?

Yes [ ] No [x] If yes, what is the new use? _____

10 Year Exemption: [x] Residential
3 Year Exemption: [ ] Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

My 1930 two-story home has a boiler with baseboard radiant heating. There were window untis for air conditioning until August 2025, when I purchased and installed 3 ductless mini-split air conditioning units with a heat pump. This installation will improve the home's energy efficiency and can be used 3 seasons out of the year. I will contune to use the boiler ffor heat during the winter months when temperatures are below freezing. This investment will also increase the overall value of my home.

Project Start Date: 09/29/2025 Date of Completion: 09/30/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
[ ] Building [ ] Plumbing [ ] Mechanical [ ] Electrical

City of Dubuque Permit # M25-0909 Project Valuation on Permit $ 10,461.00
List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** [ ] **Yes** [x] **No**

SIGNATURE Stefani K. Link ***DATE*** 01/28/2026

E permit?

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received:
Received by:

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 1978 Cox Street

Name of Property Owner: Alex Stein & Danielle Wrzesinski

Mailing Address (if different): N/A

Home/Work: Cell: 563-210-5028 Email: alexpstein07@gmail.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

BUILDING DESCRIPTION:

[x] Single Family [ ] Duplex [ ] Multi-family Number of Units [ ] [ ] Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Single family home and detached barn/garage. Used for residential purposes.

Did the use of the building change after the completion of the improvements?

Yes [ ] No [x] If yes, what is the new use? _____

10 Year Exemption: [x] Residential
3 Year Exemption: [ ] Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Replaced siding on home and garage/barn; buried electrical service line with new meter. Installed premium vinyl siding with 1" exterior insulation, new fascia and soffits on home; new metal siding, fascia, and soffits on garage/barn. New water heater (Sept 2025). Appraisal (Sept 2025) shows $39,600 added value.
Building Permit: B24-1825 (January 2025) Electrical Permit: E25-0235 (April 2025) Plumbing Permit: Unknown

Project Start Date: 1/15/2025 Date of Completion: 8/01/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
[x] Building [ ] Plumbing [ ] Mechanical [x] Electrical

City of Dubuque Permit # See above Project Valuation on Permit $ 33,000
List other permits required by state law or City of Dubuque: N/A

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) **Tenant List Attached?** [ ] **Yes** [x] **No**

SIGNATURE Alex Stein ***DATE*** 10/23/2025

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

need building inspection

For Internal Use Only
Date Received: 10/23/25
Received by: mch

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 1502 & 1504 Bies Drive, Dubuque, IA 52001

Name of Property Owner: CCI 5, LLC

Mailing Address (if different): 7629 Commerce Park, Dubuque, IA 52002

Home/Work: 563-588-4273 Cell: Email: callahaninc@yousq.net

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- ☐ Dubuque Urban Revitalization Area est. 2019
- ☑ Bies Drive, est. 2022
- ☐ Plaza Drive, est. 2022
- ☐ Lake Ridge, est. 2025
- ☐ Alta Vista est. 2019
- ☐ Kunkel and Associates est. 2015
- ☐ Lange Estates est. 2016
- ☐ Radford Road est. 2019
- ☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☐ Single Family ☐ Duplex ☑ Multi-family Number of Units 56 ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Residential apartments

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☑ If yes, what is the new use? _____

10 Year Exemption: ☑ Residential
3 Year Exemption: ☐ Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Construction of two 28- Unit apartment buildings with unattached garages in the middle.

Project Start Date: June 2024 Date of Completion: July 2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
☑ Building ☑ Plumbing ☑ Mechanical ☑ Electrical

City of Dubuque Permit # _____ Project Valuation on Permit $ 3,410,000
List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** ☐ **Yes** ☑ **No**

SIGNATURE Jon Callahan Jr. ***DATE*** 3/9/2026

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received:
Received by:

RECEIVED FEB 19 2026

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 135 W 17th St

Name of Property Owner: Clifton Park Conrad

Mailing Address (if different):

Home/Work: Cell: 251-610-9822 Email: cliffpconrad@gmail.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Bies Drive, est. 2022
- [ ] Plaza Drive, est. 2022
- [ ] Lake Ridge, est. 2025
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

BUILDING DESCRIPTION:

[x] Single Family [ ] Duplex [ ] Multi-family Number of Units [ ] [ ] Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Single family home. ASSESSED VALUE INCREASED SUBSTANTIALLY IN 2025 ASSESSMENT.

Did the use of the building change after the completion of the improvements?

Yes [ ] No [x] If yes, what is the new use? _____

10 Year Exemption: [x] Residential
3 Year Exemption: [ ] Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Expansion of exterior patio (detached), remodeling kitchen and bathroom, REPAIR OF DETERIORATED AREAS

Project Start Date: 1/1/2025 Date of Completion: 12/31/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
[ ] Building [ ] Plumbing [ ] Mechanical [ ] Electrical

City of Dubuque Permit # _____ Project Valuation on Permit $ _____
List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** [ ] **Yes** [ ] **No**

SIGNATURE _____ ***DATE*** 19 FEB 2026

LATE/PAST

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received: 2/19/26 - LATE
Received by: mch - office

last permit was furnace in 2020

RECEIVED DEC 19 2025

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 2065 Lincoln Ave

Name of Property Owner: Robert Arnold

Mailing Address (if different):

Home/Work: Cell: 703-344-4040 Email: RARNOLDIV@GMAIL.COM

URBAN REVITALIZATION AREAS: Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Bies Drive, est. 2022
- [ ] Plaza Drive, est. 2022
- [ ] Lake Ridge, est. 2025
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

NOT IN ELIGIBILITY AREAS

BUILDING DESCRIPTION: [x] Single Family [ ] Duplex [ ] Multi-family Number of Units [1] [ ] Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Single Family home

Did the use of the building change after the completion of the improvements?

Yes [ ] No [x] If yes, what is the new use? _____

10 Year Exemption: [x] Residential
3 Year Exemption: [ ] Commercial

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Added 15x15 Second story addition over existing single story on back of house

Project Start Date: 07/09/2025 Date of Completion: 12/12/2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
[x] Building [x] Plumbing [x] Mechanical [x] Electrical

Plumbing: P25-0882
electrical: E25-0469
mechanical: M25-0824

City of Dubuque Permit # B25-0983 Project Valuation on Permit $ 45,000

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

If the building was occupied at the time of purchase, please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your area. **Tenant List Attached?** [ ] **Yes** [ ] **No**

SIGNATURE _____ ***DATE*** 12/18/2025

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received: 12/26/25 - mch
Received by: mch - office mailbox

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2025 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 2, 2026
for improvements made in calendar year 2025

Address of Property: 901 White

Name of Property Owner: JASL LLC Steve Cook

Mailing Address (if different): 3500 Dodge St Ste 205 #289

Home/Work: Cell: 5635800453 Email: Cookproperty@aol.com

URBAN REVITALIZATION AREAS: Click here for a current map of districts

- [x] Dubuque Urban Revitalization Area est. 2019
- [ ] Alta Vista est. 2019
- [ ] Kunkel and Associates est. 2015
- [ ] Lange Estates est. 2016
- [ ] Radford Road est. 2019
- [ ] 210 Jones Street est. 2016

NOT IN ELIGIBILITY AREA

BUILDING DESCRIPTION: ☐ Single Family ☐ Duplex ☑ Multi-family Number of Units 5 ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

All units are Residential 4 apartments
1 AirBnB
(No longer A Store Front - City Took Away street Parking)

Did the use of the building change after the completion of the improvements?

Yes ☒ No ☐ If yes, what is the new use? All Residential - No Commercial

10 Year Exemption: ☑ Residential
3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2025:

Describe the improvements made to the property. Attach an additional page if needed.

Removed Building's Boiler - installed 5 New Furnaces - Electrical Service updated
New Roof Metal, Some windows, 1 AC unit, Sewer Line Replaced

Project Start Date: 2020 Date of Completion: 7-1-2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)
☑ Building ☑ Plumbing ☑ Mechanical ☑ Electrical

All permits were pulled By Vendor Licensed Contractors

City of Dubuque Permit # _____ Project Valuation on Permit $ _____

List other permits required by state law or City of Dubuque: N/A

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) **Tenant List Attached?** ☐ **Yes** ☐ **No**

SIGNATURE Steve Cook ***DATE*** 7-18-25

Return completed application by February 2, 2026 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only
Date Received: 7/18/25 - email
Received by: meh

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Private Lead Service Line Replacement Pilot Program - Phase 1 Project Acceptance
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the improvements and authorize the final payment to the construction contractor, JQ Construction, LLC, for the Private Lead Service Line Replacement Pilot Program - Phase 1 Project (CIP No. 4281000050) with a total contract price of $1,735,494.78. **RESOLUTION** Accepting The Lead Service Line Replacement – Phase 1 Project And Authorizing Final Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Private Lead Service Line Replacement Pilot Program - Phase 1
2. LSLR Phase 1 Project Acceptance Memo
3. LSLR Phase 1 Resolution Accepting the Project and Authorizing Final Payment
4. LSLR Phase 1 Certificate of Final Completion - signed

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Private Lead Service Line Replacement Pilot Program - Phase 1 Project Acceptance and Resolution

DATE: March 11, 2026

Water Department Director Christopher Lester is recommending City Council adopt the attached resolution to accept the improvements and authorize the final payment to the construction contractor, JQ Construction, LLC, for the Private Lead Service Line Replacement Pilot Program - Phase 1 Project (CIP No. 4281000050) with a total contract price of $1,735,494.78.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Manager

DATE: March 11, 2026

RE: Private Lead Service Line Replacement Pilot Program - Phase 1
Project Acceptance and Resolution

INTRODUCTION

The purpose of this memorandum is to request Project Acceptance and to authorize the final payment to the construction contractor for the Private Lead Service Line Replacement Pilot Program - Phase 1 Project (CIP No. 4281000050).

BACKGROUND

The City of Dubuque is taking part in a unique opportunity to assist approximately 575 homes in three phases (owner occupied or rented) within the city with the functional replacement of private lead water service lines by trenching or pull-through methods to prevent the potential for drinking water contamination at a house-by-house level. This phase of the pilot program is 100% voluntary and is open to those residents with a verified drinking water lead service line meeting the socioeconomic guidelines established by the Bipartisan Infrastructure Law.

The City has moved forward with this unique opportunity and has secured a level of BIL funding to conduct the first of its kind in the community, the Lead Service Line Replacement Pilot Program. The BIL funds are being administered locally through the Iowa Department of Natural Resources' State Revolving Fund (Iowa SRF) program, with 49% of construction costs being forgivable.

The scope of work in the first phase includes the replacement of approximately 200 lead service lines identified throughout the City's water distribution service area. The nature of the replacements varies from site to site, ranging from full replacements (public water main to interior plumbing) to partial replacements where the service materials are a combination of lead and copper (a portion of the service line between the public water main and the interior plumbing). Work is being conducted within the City's right-of-way and on private properties with authorization from property owners.

DISCUSSION
The construction administration and construction engineering (inspection) were completed by Origin Design of Dubuque, Iowa under a Professional Services Agreement (separate from this Contract).

The Private Lead Service Line Replacement Pilot Program - Phase 1 construction project was publicly bid and awarded to JQ Construction, LLC of Waterloo, Iowa. Construction was started in June of 2025 with construction completed by the end of February 2026. Final construction costs are $1,734,894.77 which is 12% lower than the original bid amount. The contract adjustments are recorded under Change Order Nos. 1 through 4, which were approved separately to this communication.

BUDGET IMPACT
The total Contract Price is $1,735,494.78. The following table details the original bid and previously approved contract adjustments (through Change Order No. 5):

Item Description	CIP No.	Project Description	Costs
Construction	4281000050	Private Lead Service Line Replacement Program Phase 1 Construction **ORIGINAL** Contract	$1,973,660.00
Change Order No. 1	4281000050	Change Order No. 1	-$277,718.52
Change Order No. 2	4281000050	Change Order No. 2	$80,661.67
Change Order No. 3	4281000050	Change Order No. 3	$60,349.53
Change Order No. 4	4281000050	Change Order No. 4	-$102,057.91
Change Order No. 5	4281000050	Change Order No. 5	$600.01
		Adjusted Contract	**$1,735,494.78**

The following table detail the breakdown of SRF-eligible and not SRF-eligible items in original bid and previously approved contract adjustments (through Change Order No. 5):

Item Description	Project Description	Costs
SRF-Eligible	Bid Item Nos.: 1 through 33 and 36 Change Order No. 1 Item Nos.: CO1-1 through CO1-3	$1,341,194.78
Not SRF-Eligible	Bid Item Nos.: 34 and 35 Change Order No. 1 Item No.: CO1-4	$394,300.00
	Adjusted Contract	**$1,735,494.78**

As the not SRF-Eligible work will exceed the originally identified Local Construction Funds of $96,000.00, we had previously requested and received approval for additional local funds in the total amount of $298,300.00. The Project funding for the construction contract is as follows:

CIP No.	Funding Source	Amount
4281000050	SRF Funds – Construction Funds	$1,341,194.78
4281000050	Water Construction Funds	$96,000.00
4281000050	Reallocated Water Construction Funds – WTP Roof Repair (CIP No. 4281000044)	$298,300.00
	Total Construction Project Funding	**$1,735,494.78**

REQUEST

I respectfully request the City Council to adopt the attached resolution to accept the improvements and authorize the final payment to the construction contractor for the Private Lead Service Line Replacement Pilot Program - Phase 1 Project (CIP No. 4281000050).

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jenny Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

F:\Users\Water\ENGINEERING\Projects\City\Active\Private LSLR Program - Plan and Phase 1 (2023)\01 - Water Project Supervisor\Progress Reports and Memos\Water Department\Construction

Prepared by Christopher Lester, Director, City of Dubuque Water Department, 1902 Hawthorne Street, Dubuque, IA 52001, (563) 589-4291
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

ACCEPTING THE LEAD SERVICE LINE REPLACEMENT – PHASE 1 PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Lead Service Line Replacement – Phase 1 Project (the Project) consisted of replacing private lead service lines identified throughout the City's water distribution service area; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, JQ Construction, LLC (Contractor), and the Water Department Director has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $1,735,494.78; and

WHEREAS, the Contractor has previously been paid $1,679,322.47, leaving a balance of $56,172.31; and

WHEREAS, the City Council finds that the recommendation of the Water Department Director should be accepted.

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

Section 1. The recommendation of the Water Department Director is approved and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $56,172.31 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

WATER DEPARTMENT DIRECTOR CERTIFICATE OF FINAL COMPLETION OF THE LEAD SERVICE LINE REPLACEMENT – PHASE 1 PROJECT

The undersigned Water Department Director of the City of Dubuque, Iowa, hereby certifies that he has inspected the Lead Service Line Replacement – Phase 1 Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $1,735,494.78.

Dated this 11 day of March, 2026.

Christopher J. Lester

Christopher Lester, Water Department Director

Filed in the office of the City Clerk on the _____ day of _____, ____.

Adrienne N. Breitfelder

Adrienne N. Breitfelder, City Clerk

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	Lead Water Main Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ
SUMMARY:	City Manager recommending City Council approval to release a request for qualifications (RFQ) for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and to submit an Iowa SRF Planning and Design (P&D) Loan to finance planning and design costs associated with the project.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Lead Water Main Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ
2. Lead WMR Authorize Design RFQ Memo

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Lead Water Main Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ

DATE: March 10, 2026

Water Department Director Christopher Lester is recommending City Council approval to release a request for qualifications (RFQ) for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and to submit an Iowa SRF Planning and Design (P&D) Loan to finance planning and design costs associated with the project.

This project provides funding for the removal and replacement of the Water Department's existing public lead water mains: May Place, Union Street, Austin Street, Washington Street, and Roland Street. This project will eliminate the department's public lead line water mains that were installed in the early 1920's. This project will also include replacement of lead service lines affected by the main replacements.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Max O'Brien, Assistant Public Works Director - Project Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: March 9, 2026

SUBJECT: Lead Water Main Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ

INTRODUCTION

The purpose of this memorandum is to request authorization from City Council to release a request for qualifications (RFQ) for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and to submit an Iowa SRF Planning and Design (P&D) Loan to finance planning and design costs associated with the project.

BACKGROUND

This project provides funding for the removal and replacement of the Water Department's existing public lead water mains: May Place, Union Street, Austin Street, Washington Street, and Roland Street. This project will eliminate the department's public lead line water mains that were installed in the early 1920's. This project will also include replacement of lead service lines affected by the main replacements.

The Lead Water Main Replacement Project (CIP No. 4281000024) includes a current FY26 total expense budget $418,032.00 for the design and construction of portions of the total project, with funding through the Drinking Water SRF program. The Water Department has requested additional funds in FY27 to be able to complete construction at all of the replacement project sites.

DISCUSSION

The Water Department is embarking on starting the design phase of the Lead Water Main Replacement Project (CIP No. 4281000024) in the Spring of 2026. An RFQ has been prepared with the input of various City staff members. The following staff members make up the RFQ Committee. This team will review qualifications of firms that respond and formulate a recommendation:

- Chris Lester, Water, Department Director
- Finance Representative (TBD)
- Eldon Schneider, Water (Project Supervisor for the Project)
- Carl Plumley, Water
- Max O’Brien, Public Works

PROJECT SCHEDULE
The desired project schedule for the initial phase is as follows:

City Council Authorizes Submission of P&D Loan Application	March 16, 2026
Water Department Submits P&D Loan Application Submitted	April 3, 2026
City Council Authorizes Soliciting Design Services RFQ	March 16, 2026
City Advertises Design Services RFQ	March 20, 2026
Respondent Questions Due	March 27, 2026
Response Addendum Due	April 3, 2026
Respondent Qualifications Due	April 9, 2026
RFQ Committee Reviews Responses and Prepares Shortlist	April 15, 2026
RFQ Committee Completes Shortlist Interviews	April 21-22, 2026
RFQ Committee Completes Recommendation to City Manager	April 27, 2026
City Council Authorizes Design Services Award	May 4, 2026
RFQ Committee and Engineer Prepare Contract Scope Submittal	May 15, 2026
RFQ Committee Completes Recommendation to City Manager	May 25, 2026
City Council Authorizes Design Services Agreement Execution	June 1, 2026
Design Engineer Completes Preliminary Engineering Report	July 31, 2026
City Council Authorizes Submission of PER and IUP Application	August 17, 2026
Water Department Submits SRF IUP Application	August 21, 2026
Design Engineer Completes Final Design Documents	October 30, 2026
All Permits Acquired	December 4, 2026
City Council Authorizes Bid Initiation	January 4, 2027
City Advertises for Construction Bids	January 8, 2027
Council Advertises for Public Hearing	January 8, 2027
City Council Holds Public Hearing	January 18, 2027
City Conducts Bid Opening	February 4, 2027
City Council Authorizes Construction Bid Award	February 15, 2027
Contractor Mobilizes for Construction	April 5, 2027
Contractor Completes Construction	June 25, 2027

BUDGET IMPACT
The original estimate of probable cost for the Lead Water Main Replacement Project (CIP No. 4281000024) is provided as follows:

Description	Cost Estimate
Legal Expenses	$0.00
Land and Easements	$0.00
Professional Services (Report or Planning)	$10,000.00
Professional Services (Design)	$30,000.00
Professional Services (Construction)	$40,000.00
Construction	$590,000.00
Austin St	*$150,000.00*

May Pl	*$110,000.00*
Roland St	*$120,000.00*
Union St	*$100,000.00*
Washington St	*$110,000.00*
Equipment	$0.00
Contingency	$78,000.00
Total Estimated Project Cost	**$748,000.00**

Budgeted Expenses for the Lead Water Main Replacement Project (CIP No. 4281000024) are provided as follows:

CIP	Fund	Budgeted Expenses	Amount
4281000024	SRF	Consulting Engineer (Design Phase)	$28,240.00
4281000024	SRF	Construction	$389,792.00
Total Project Budgeted Expenses			**$418,032.00**
Proposed FY2027 Additions			
4281000024	SRF	Consulting Engineer (Construction Phase)	$30,000.00
4281000024	SRF	Construction	$300,000.00
Total Project Budgeted Expenses (pending FY27 Budget Approval)			**$748,032.00**

The proposed design phase funds will be pulled from the currently available FY26 Consulting Engineer (Design Phase) line item which has a current available expense value of $28,240.00 and, if necessary, from the Construction line item.

ACTION TO BE TAKEN

I respectfully request that the City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and to submit an Iowa SRF Planning and Design (P&D) Loan to finance planning and design costs associated with the project.

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Max O'Brien, Assistant Public Works Director - Project Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Grant Application and Letter of Support to Climate Smart Communities Initiative
SUMMARY:	City Manager recommending City Council approval of a grant application and letter of support to The Climate Smart Communities Initiative (CSCI) grant application on behalf of Office of Sustainability in partnership with Crescent Community Health Center and MK Corona. **RESOLUTION** Retroactively Authorizing The Filing Of An Application For The Climate Smart Communities Initiative (CSCI) Grant
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Grant Application and Letter of Support to Climate Smart Communities Initiative
2. Staff Memo for CSCI Grant Application
3. CSCI grant_ DubuqueVulnerabilityAssessment_FinalDraft
4. Letter of Support_City of Dbq for CSCI
5. Retroactive Authorization of Application Resolution_CSCI_03092026

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grant Application and Letter of Support to Climate Smart Communities Initiative

DATE: March 11, 2026

Director of Sustainability Gina Bell is recommending City Council approval of a grant application and letter of support to The Climate Smart Communities Initiative (CSCI) grant application on behalf of Office of Sustainability in partnership with Crescent Community Health Center and MK Corona.

Due to time constraints, the application was submitted by the deadline, and we respectfully request approval of the application and letter of support for the Climate Smart Communities Initiative grant 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
Gina Bell, Director of Sustainability

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TO: Mike Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

DATE: March 9, 2026

RE: Grant Application and Letter of Support to Climate Smart Communities Initiative

INTRODUCTION
The purpose of this memo is to request City Council approval of a grant application and letter of support to The Climate Smart Communities Initiative (CSCI) grant application on behalf of Office of Sustainability in partnership with Crescent Community Health Center and MK Corona.

BACKGROUND
The Climate Smart Communities Initiative grant program is seeking applications from city/non-profit/adaptation practitioner collaborations from across the U.S. focused on building and enhancing climate resilience in their communities.

DISCUSSION
The CSCI grant will support an update to the City's climate vulnerability study and develop a related action plan that would include valuable community engagement, with a focus on communities most impacted by climate threats. The team of an adaptation practitioner (MK Corona), a community-based organization (Crescent Community Health Center) and a local government (City of Dubuque's Office of Sustainability) will work together to gather input from residents, collect data, analyze and then ground truth lived experiences with the data. The study will provide an updated study for use to build a pathway to action. Additionally, the work directly supports our 50% by 2030 Community Climate Action Plan. The result will guide future engagements with our community members and help to move forward climate action in our city. A partnership and letter of support from the City is required as a part of the grant application.

BUDGET IMPACT
No impact. We will not proceed with this work if grant funding is not available.

REQUESTED ACTION
Due to time constraints, the application was submitted by the deadline, and we respectfully request approval of the application and letter of support for the Climate Smart Communities Initiative grant application.

Climate Smart Communities Initiative Grant Application

Grant applications must be submitted by **8:00pm ET on Thursday, March 12, 2026**.

Adaptation Practitioner Contact Information

1. Marcella Corona
2. Marcella@mkcorona.com
3. MK Corona
4. Principal
5. (Optional) Organizational Federal Unique Entity Identifier (UEI)
6. 1-312-953-0540
7. Registry used: No

Community Contact Information

8. Michelle Kim
9. mkim@cityofdubuque.org
10. City of Dubuque
11. Climate Action Coordinator
12. 563-580-3745

Community Project Area Information

13. City of Dubuque
14. Iowa
15. Dubuque County
16. 52001, 52002, 52003, 52004, 52099
17. Dubuque city
18. NA
19. 51k-100k

Project Information

20. Building Climate Resilience and Community Health in Dubuque

21. What are you planning to do and why is it important to your community? (up to 1400 characters)

Dubuque, Iowa faces degraded air quality from regional wildfire smoke, more frequent and intense summer heat waves, and declining water quality from stormwater runoff and emerging pollutants. Our original Community Vulnerability Assessment (CVA) focused on heat, housing, and stormwater; this update is needed to address emerging climate-related threats to air and water quality while identifying new community resilience strategies.

With this grant, the City of Dubuque and Crescent Community Health Center (CCHC) will work with climate adaptation practitioner MK Corona to update and expand the CVA using the latest climate projections, air and water quality data, public health information, and demographic indicators. The CVA guides local planning and investments, and updating it will help ensure resources address current climate-health risks.

Community engagement will be central to the process. A Community Climate Vulnerability Committee, made up of CCHC clients and Patient Advisory Council members, will participate in participatory mapping, surveys, and storytelling sessions to connect lived experience with climate and health data.

The assessment will also include designs for a community resiliency hub at the former Blum scrapyard site, a partially remediated brownfield located adjacent to CCHC that is currently planned for future expansion of community health services. Having a resiliency hub in a location that residents already trust and rely on is important for ensuring future climate preparedness resources are accessible, community-informed, and responsive to local needs.

Climate Hazards

22. What climate change-related hazards will be addressed by the proposed climate resilience project?

- Air quality
- Extreme heat
- Water quality

23. Briefly describe how the selected hazards in Q22 are impacting community members and/or local natural environments, buildings, or other infrastructure, and assets that are important to your community. (up to 2000 characters)

Dubuque's worsening air quality, including increased ozone and fine particulate matter (PM2.5), is linked to growing community health concerns such as asthma and cardiovascular disease, conditions disproportionately experienced by historically-disinvested populations and many CCHC patients.

Dubuque's summer heat waves have heat index values exceeding 100° F. According to NOAA's Climate Explorer, under a high-emissions scenario, Dubuque may experience 23 days over 100° F annually, by the end of the century. Heat waves elevate the risk of heat-related illnesses, particularly for older adults, children, outdoor workers, and residents without reliable cooling. Emergency department data across Iowa show seasonal spikes in heat-related illness visits during prolonged high-heat periods. These impacts disproportionately affect lower-income households and renters in older housing stock without adequate insulation or air conditioning. Many patients of CCHC live in higher-vulnerability census tracts where tree canopy is limited and energy burden is high, increasing exposure and health risk.

Water quality is increasingly stressed by climate-driven changes in precipitation, PFAS detections in Dubuque's shallow wells, and ongoing agricultural runoff. Heavier rainfall accelerates nutrient runoff from row cropping and manure application into rivers and groundwater. Iowa has some of the highest nitrate concentrations in U.S. waterways. Long-term exposure to nitrates in drinking water has been linked to elevated risks of colorectal, thyroid, and other cancers. These risks are especially concerning for lower-income and marginalized communities who have fewer resources to purchase filtration systems, alternative water sources, or absorb higher utility costs.

Together, these hazards strain healthcare systems, burden vulnerable households, and compound long-standing health inequities in Dubuque.

24. Are there historically-disinvested populations that are especially vulnerable to the identified climate change-related hazards and/or more severely affected by the impacts? (up to 1700 characters)

Dubuque's low-income households, communities of color, seniors on fixed incomes, children, renters in older housing, and individuals with chronic health conditions are more vulnerable to climate change-related hazards. These residents often have limited financial flexibility, reduced access to healthcare, and fewer opportunities to influence local decision-making, which can make adapting to environmental challenges more difficult.

The interconnected hazards of degraded air quality and extreme heat disproportionately affect older adults, infants, and individuals with chronic conditions such as asthma. Outdoor workers also face greater exposure to heat and air pollution. At the same time, protective environmental features such as tree canopy and green space are unevenly distributed across the community, contributing to differences in heat exposure between neighborhoods.

Research in Iowa has also documented disparities in drinking water quality, with higher nitrate concentrations disproportionately affecting low-income residents, people of color, children, and seniors, contributing to elevated long-term health risks including certain cancers.

Housing and infrastructure conditions further compound vulnerability. Many low-income families live in older housing that may lack air conditioning, have limited air filtration during smoke

events, and require higher energy costs to maintain safe indoor temperatures.

CCHC serves many of the residents most affected by these conditions. CCHC is located in the 52001 zip code, which according to U.S. Census and housing tract data has the highest rates of poverty in the region. Residents of the 52001 zip code make up the largest share of CCHC patients. According to 2024 UDS data, 86% of CCHC patients live at or below 200% of the federal poverty level, 56% are enrolled in Medicaid, and 22% are uninsured.

Incorporation of Diversity, Equity, Inclusion, and Justice principles in project processes

25. How will historically-disinvested populations be involved and/or how will their perspectives be included in the work proposed during the 12 month grant period? (up to 1400 characters)

Community members are intimately familiar with the places most vulnerable to climate impacts because they live, work, and raise families there. They see their children experience asthma attacks after poor air quality days and have firsthand conversations about cancer diagnoses and water quality concerns within their households. Because climate change intensifies these risks, our assessment must be grounded not only in data, but in lived experience.

Historically-disinvested residents will be engaged throughout the 12-month process. We will convene an intergenerational steering committee drawn from CCHC's Patient Advisory Council and clients. This committee will participate in approximately four structured sessions, including sharing personal climate experiences, co-designing the proposed Resiliency Hub based on community-identified needs, participating in a storytelling training workshop, and presenting their stories alongside the CVA findings to City Council. The committee will also support the development and implementation of broader community engagement activities and provide early feedback on the draft CVA.

This approach centers community voice in both data interpretation and solution design. To reduce barriers to participation and demonstrate respect for their expertise, all committee members will receive stipends, meals, and transportation vouchers. By centering residents who are currently experiencing vulnerability, the updated assessment will ensure that adaptation strategies address those most at risk now and in the future.

Nature-Based Solutions

26. Please describe whether and how the climate resilience of natural systems and/or the nature-based solutions (NbS) will be considered as part of the proposed project's efforts

to address climate-related hazards impacting the community. (up to 1400 characters)

The Climate Vulnerability Assessment update will consider nature-based solutions (NbS) when evaluating the climate adaptation capacity of neighborhoods across Dubuque. Building on the previous CVA, the update will assess current and planned tree canopy and land cover, and identify climate change-vulnerable NbS assets. The CVA's Resiliency Hub workshop and chapter will incorporate NbS options when developing the prototype hub.

The CVA update will also assess the City's current urban forestry and other NbS practices, including the potential need to adapt practices in response to climate change-related hazards. Specifically, the CVA update will assess the potential for NbS to address air pollution and drinking water quality, in addition to extreme heat. The CVA will review co-benefits and best practices for improving air and water quality, with the objective of enhancing the program design of Branching Our Dubuque. The Branching Out Dubuque programs, funded by the USFS, enables free tree planting for all income-qualified residents and specific census tracts that were heavily impacted by emerald ash borer.

Project Goal and Schedule

27. Please provide a **goal statement** for the climate resilience plan or project over the 12-month grant period (up to 550 characters). Desired long-term outcomes can be described later in the application.

The project will enhance Dubuque's CVA to assess emerging climate impacts from air quality, extreme heat, and water quality, using best practices for quantitative data and qualitative community insights. The CVA will incorporate adaptation capacity and a resiliency hub plan and design. This project will produce a human-centered, data-driven framework to guide future resiliency investments and include historically and currently-disinvested populations in adaptation planning.

28. CSCI projects are 12 months and will start in Q3 of 2026 and end in Q3 of 2027. Will this timeline work for your project?

Yes

29. Please **list** the main activities your team will undertake during the 12-month grant period to make progress towards your stated climate resilience goal.

Month	Activity	Desired Outcome or Purpose
1	A. Partner team kickoff	A. Establish and confirm explicit roles

	B. Consult existing planning documents C. Identify critical stakeholders	B. Ensure alignment with past plans and ongoing initiatives C. Ensure a comprehensive community engagement process
2	A. Form community-based, intergenerational CVA steering committee B. Analyze existing data sets	A. Committee in place with diverse and climate-vulnerable community representation B. Identify data gaps and determine quantitative data needs
3	A. Plan broader community vision and objectives workshops with steering committee B. Collect updated quantitative data sets	A. Launch the community-wide CVA process B. Update and enhance quantitative data sets
4	A. Host community vision and objectives workshops with steering committee members B. Plan community hazards survey with steering committee	A. Identify community's stated vision and objectives for the CVA B. Design and test survey community hazards survey
5	A. Launch community hazards survey B. Plan workshop #1: Crafting your personal story C. Analyze community hazards survey data	A. Collect updated, hyperlocal climate hazards data set with community insights B. Design storytelling workshop for capacity building and community insights C. Identify additional qualitative data needs
6	A. Host CVA committee workshop #1: Telling your climate story B. Plan CVA committee workshop #2: Resiliency Hub education, ideation, and design workshop C. Plan community-wide survey for Resiliency hub needs	A. Build community capacity for climate resilience advocacy; Synthesize lived experiences to inform Resiliency Hub design process; Collect community insights to inform CVA hazards data set B. Develop co-design process for a community resiliency hub C. Design and test city-wide Resiliency Hub survey
7	A. Host CVA committee workshop #2: Resiliency hub ideation and design B. Plan community science initiative for air quality data collection, integrated with Teen Resilience Corps	A. Generate an implementable resiliency hub concept, designed by community members. CVA data analysis progresses B. Develop methodology for a hyperlocal air quality data set
8	A. Launch community science activity for air quality B. Present outline CVA update to community steering committee	A. Collect updated, hyperlocal climate hazards data set with community insights B. Refine CVA outline and key findings to date
9	A. Present draft CVA update to City Council	A. Refine and cultivate buy-in for CVA update

	B. Plan CVA committee workshop #3: Producing your story for greater impact	
10	A. Host CVA committee workshop #3: Producing your story for greater impact	A. Increase community capacity for climate resilience advocacy; committee trained to present their story for greater impact
11	A. Draft final CVA update B. Develop climate storytelling intergenerational performance	A. Final plan prepared for presentation
12	1. Present final plan and climate storytelling performance to City Council	2. City Council receives actionable CVA for adoption; Community voices represented to decision makers

Steps to Resilience & Prior Project Work

30. At what phase in the Steps to Resilience (StR) Framework are the activities you are planning to undertake during the 12-month grant period?

Assess Vulnerability and Risk. Follow an assessment process with input from the community and relevant experts to analyze the sensitivity and adaptive capacity of assets, the risk levels of the potential impacts on them, and pre-existing non-climate stressors that can amplify vulnerability or contribute to certain groups being disproportionately impacted

Investigate Options. Gather information on adaptation options (actions, strategies) that are likely to reduce the community's risk and vulnerability to climate change, work with the community to refine its climate resilience objectives, and understand what can be done to manage its risk.

Project team readiness to make progress on climate resilience

33. Based on your selection in the previous section, you are proposing activities during the 12-month grant period that are in the **Assess Vulnerability and Risk** phase in the Steps to

Resilience please describe the process used to identify what assets (people infrastructure, natural systems, etc.) are being impacted by climate change-related hazards and prioritize their importance to the community within a defined project area **prior** to this grant. (up to 1700 characters)

Dubuque previously identified climate-vulnerable assets through the Dubuque Climate Vulnerability Assessment, which combined climate data analysis and infrastructure review. The assessment began by identifying key community assets, including residents, housing stock, healthcare facilities, transportation corridors, and stormwater infrastructure.

City staff and an outside consultant analyzed regional climate projections and local datasets to evaluate how climate hazards (focusing on extreme heat, housing vulnerability, and stormwater) could impact these assets. Sensitivity and adaptive capacity were assessed by examining factors such as housing age and condition, nonpermeable surfaces, flood prone areas, and demographic indicators including income, language spoken, and health disparities.

Assets were then prioritized based on risk and the degree to which climate hazards could exacerbate existing social vulnerabilities. Community serving organizations such as CCHC function as critical assets because they provide healthcare to all, including populations identified as disproportionately impacted by climate hazards.

Since the 2019 CVA, emerging climate-related health risks, including worsening air quality from wildfire smoke and water pollution associated with heavy precipitation and runoff, have highlighted the need to update the assessment. This proposed project will incorporate new data sets and include community voices to reassess asset vulnerability under the emerging risks.

34. Based on your selection in the previous section, you are proposing activities during the 12-month grant period that are in the **Investigate Options** phase in the Steps to Resilience, please describe the assessment process used to analyze the sensitivity and adaptive capacity of assets, the risk levels of the potential impacts on them. Please include descriptions of any pre-existing non-climate stressors that can amplify vulnerability or contribute to certain groups being disproportionately impacted in order to create a comprehensive understanding of the community's vulnerability and risk. (up to 2000 characters)

The assessment will begin by compiling updated datasets on climate hazards affecting Dubuque, including extreme heat projections, air quality trends, and precipitation patterns that influence water quality. These datasets will be analyzed alongside community indicators such as age, household income, housing conditions, and access to cooling to understand where climate hazards may place the greatest stress on people, infrastructure, and community services. Special attention will be given to neighborhoods surrounding the CCHC/Blum site, which sit near major transportation corridors including highways connecting three states, a major railroad crossing, the Mississippi River, and several legacy industrial sites.

The project team will then evaluate the sensitivity of key community assets, including residents, housing, healthcare access points, and neighborhood infrastructure. Dubuque has one of the highest concentrations of buildings over 100 years old in Iowa, which can increase vulnerability

to extreme heat, flooding, and poor indoor air quality. Extreme heat can increase health risks for older adults, outdoor workers, and residents without reliable cooling. Poor air quality can worsen respiratory conditions such as asthma, while water quality challenges associated with agricultural runoff and PFAS contamination may affect drinking water safety and public health.

Next, the assessment will examine adaptive capacity, or the ability of residents and community institutions to prepare for and respond to climate hazards. Factors such as transportation access, housing conditions, language access, and healthcare availability will be analyzed to understand where additional resources or preparedness measures may be needed. These conditions can act as non-climate stressors that amplify the impact of climate hazards. Demographic change is also an important consideration, as the region, historically predominantly white, is now experiencing growth in Black/African American and Pacific Islander populations, highlighting the need for culturally responsive engagement and equitable resilience planning.

To complement the quantitative analysis, the project will incorporate qualitative input from storytelling workshops with the Community Climate Vulnerability Committee made up of CCHC clients. These discussions will provide insight into lived experiences with housing, health, and environmental conditions that influence vulnerability.

Together, this mixed-methods assessment will help identify and prioritize resilience strategies, including the potential development of a community resiliency hub at the proposed Blum site, ensuring future climate adaptation efforts respond to the most significant risks facing residents and critical community services.

37. Describe how future climate conditions will be or are factored into the proposed climate resilience plan or project (up to 1400 characters)

Future climate conditions will be incorporated into the updated CVA through the use of regional climate projections, environmental monitoring data, and public health indicators. The project will analyze projected increases in extreme heat, changing precipitation patterns, and trends affecting air and water quality to understand how climate risks may evolve over time. Climate projection data from sources such as the Midwest Regional Climate Center and the U.S. Global Change Research Program will help inform expectations for higher temperatures, more frequent heavy precipitation events, and associated environmental impacts.

These projections will be paired with locally relevant datasets, including heat exposure mapping, air quality monitoring data, water quality information, and demographic indicators such as age, housing conditions, and access to cooling. Spatial analysis will help identify where future climate hazards may place the greatest stress on residents, infrastructure, and community services.

Community input will also play an important role in interpreting these projections. Storytelling workshops and discussions with the committee will provide real-world context for how climate conditions are already affecting daily life. Integrating projected climate trends with local environmental data and community experience will help ensure the CVA reflects both current conditions and future risks, guiding long-term resilience planning and informing needs for the future development of a Community Resiliency hub at the Blum site.

* 38. Describe if there is a potential for maladaptive impacts and how they will be addressed (up to 1400 characters)

Maladaptive outcomes are unlikely because this project focuses on assessment and planning rather than implementing physical infrastructure. However, the project team will intentionally evaluate potential unintended consequences as part of the CVA process. For example, strategies that rely heavily on energy-intensive cooling could increase energy costs or strain the grid during extreme heat events, while nature-based solutions require long-term maintenance to remain effective.

To minimize these risks, the CVA process will evaluate proposed strategies considering long-term public health outcomes, feasibility, and maintenance needs. Community input will also help identify barriers or unintended consequences that technical analysis alone may miss.

By integrating climate projections, hazard exposure data, and community feedback, the CVA will prioritize adaptation strategies that reduce climate risks without creating new burdens for residents, infrastructure systems, or local government operations.

Community Partners

39. Community-based organization partner name

- Crescent Community Health Center

40. The community-based organization partner is a...

Local non-profit organization
Local university
Other non-governmental or community-serving organization (please specify)

41. Upload a letter of support from the community-based organization partner. Make sure it includes or references what their role is in the proposed project.

42. Local/regional government partner name: City of Dubuque

43. The local/regional government partner is a...
Municipal government
County government
Tribal government
Regional government/planning authority

44. Upload a letter of support from the local or regional government partner. Make sure it includes or references what their role is in the proposed project.

45. List the names and roles of any other partner organization(s) that is directly involved with the proposed project.

Capacity Building

48. What plans or processes are in place to build and sustain relationships between community partners and government leaders and build their capacity to continue this work beyond the 12-month grant period? (up to 1400 characters)

The City of Dubuque and CCHC maintain a formal, institutional partnership that extends beyond individual projects. This includes ongoing board representation by the Public Health Director, annual City funding commitments, CDBG support for facility expansion at the Blum site, and legislative advocacy at the state and federal levels to sustain healthcare access for vulnerable residents.

Coordination occurs through shared planning processes, cross-department collaboration, and alignment with the City's health and capital planning frameworks. The redevelopment of the City-owned Blum brownfield site adjacent to CCHC, planned as both a future CCHC expansion and proposed Resiliency Hub, provides a multi-year implementation pathway beyond the grant period.

For this project, governance will include joint leadership, regular coordination meetings, and integration of findings into City planning processes. By having an updated Vulnerability Assessment and Resiliency Hub plans, it will be easier to engage in planning findings into City priorities, budgeting discussions, and land-use planning efforts. This project builds on long-term institutional capacity rather than a one-time initiative.

49. What new skills, resources, or abilities can the community-based organization and/or government partner expect to gain from this grant that will help them pursue their community's climate resilience needs and goals more effectively in the future? (1400 characters)

The project will provide a data driven understanding of how extreme heat, air quality, and water

quality intersect with public health and further intersects with social and economic conditions. This will enable identification of neighborhoods where patients experience higher rates of heat-related illness, asthma, and other health conditions to set the stage for a proactive approach to healthcare, rather than a reactive one.

Partners will improve their ability to integrate climate, health, and demographic data, creating a more complete picture of climate vulnerability across the community. The project will also generate a roadmap for prioritizing climate resilience strategies and planning the proposed Resiliency Hub, ensuring that resources are directed to areas of need.

Additionally, the members of the Community Climate Vulnerability Committee will be central to this work. Through participation, they will receive training, technical assistance, and opportunities to network with the cohort as well as local leaders and practitioners. By the end of the project, committee members will leave with stronger leadership and storytelling skills and a deeper sense that their voices are necessary and integral to building a thriving, climate-resilient Dubuque.

Learning and impact potential of the proposed work

50. How will you know that the activities and work taking place during the grant period are successful? (up to 1400 characters)

The primary indicator of success will be the completion of an updated CVA that integrates multiple data sources, including climate projections, hazard data related to extreme heat, air quality, and water quality, and relevant socioeconomic indicators. The assessment will also clearly document how populations with higher exposure to climate hazards were identified and represented within the analysis.

Another key measure of success will be meaningful community engagement throughout the process. Community members, particularly clients of CCHC, will participate in storytelling workshops and steering committee sessions that ensure lived experiences inform the assessment. Success will include documentation of these perspectives within the CVA and opportunities for community representatives to present their stories and needs directly to City leadership.

Finally, success will be demonstrated by the City of Dubuque’s adoption and application of the updated CVA as a guiding document for resilience planning and decision-making. This includes using the assessment to inform future resilience investments, including planning for a community Resiliency hub at the proposed Blum site and integrating climate vulnerability considerations into City processes and priorities.

51. What will be different in your community because of this work? What long-term outcomes will the proposed work enable? (up to 1700 characters)

As a result of this work, Dubuque will gain a more precise, community-centered understanding of where climate hazards of extreme heat, air quality, and water quality risks overlap with social vulnerability. This updated information will allow City leadership and partners to make informed resilience goals, public health decisions, and projects based on both hazard exposure and the needs of our community, rather than relying on generalized or outdated data.

The process will also advance planning for a Resiliency Hub at the proposed Blum site, integrating community-identified needs with climate and health data. By designing the Resiliency Hub through community workshops and incorporating feedback from patients and residents, the project will ensure the hub is responsive to local needs and supports multiple functions, climate preparedness, health access, and community services.

Long-term, this work will improve decision-making and resource allocation, help reduce health and climate-related disparities, and strengthen community capacity to prepare for and respond to climate hazards. By embedding community input into the updated Vulnerability Assessment and Resiliency Hub planning, Dubuque will create a model for inclusive, data-driven resilience strategies that can guide future projects and investments for years to come.

52. Optional. Is there anything else you would like to tell reviewers that the application did not capture? (up to 1700 characters)

Budget

53. What is the anticipated total budget for the 12-month proposed climate resilience plan or project?
A detailed budget will be requested if your application advances in the selection process

- $115,000

Amount allocated	Partner	Line items
$60,000	MK Corona	Drafting CVA; Climate data analysis and visualizations; Travel and workshop facilitation; project oversight; Resiliency Hub planning;
$30,000	City of Dubuque	CVA data pulling and aggregation; Community wide survey; Teen Resiliency Corps; Marketing and design of CVA; Community

		Engagement; Resiliency Hub Planning; Workshop Facilitation
$15,000	Crescent Community Health Center	Community Engagement; Health data pulling from internal sources; Location for facilitated workshop; Resiliency Hub Planning
$10,000	Crescent Patient Advisory Council	Food during workshop hours; transportation to and from workshops; Participant stipends

54. Estimated total amount anticipated to fund the adaptation professional
Enter a whole number only

- $60,000

55. Optional. Estimated total amount of funds for other purposes (If applicable)
Enter a whole number only

56. Optional. Is there anything else you would like to share about your estimated budget? (up to 700 characters)

Additional Partnership and Capacity Information

57. Describe the previous work the community-based organization and local/regional government partners have done together (up to 1700 characters). Please include relevant details about the nature or structure of the proposed partnership for this application

The partnership between the City of Dubuque and CCHC began during the Envision 2010 process, when the community identified the need for an affordable, accessible health center. The City supported CCHC's creation through $250,000 in capital funding, $647,000 in parking lot development and staff oversight, temporary office space in the City Hall Annex, and participation of multiple City staff in startup planning. The Public Health Director continues to serve on CCHC's board, ensuring sustained leadership alignment.

Since opening, the City has provided ongoing CDBG funding, rent forgiveness and facility remodeling support, and annual funding to expand culturally responsive programming. CCHC has partnered with the City on COVID-19 testing and vaccination, neighborhood outreach events, and advancing the Health Services Department's equity plan. The City also designated CCHC as a

recurring legislative priority to secure sustainable funding.

For this application, the partnership builds on this established structure. The City will lead technical climate analysis and planning integration, while CCHC will lead patient engagement and community-centered design through its Patient Advisory Council. Together, the partners will update the Vulnerability Assessment and co-design a Resiliency Hub concept at the Blum site, combining climate resilience planning with trusted community health infrastructure.

58. What additional resources and capacity, if any, can the community-based organization partner, government partner, and/or adaptation professional contribute to this next phase of climate resilience building? (e.g. funding, staff time, community support, etc.) (Up to 1400 characters)

CCHC and the City of Dubuque will contribute significant in-kind and institutional resources to support this next phase of climate resilience building. CCHC will provide staff time for community outreach, coordination, and facilitation of engagement sessions, as well as access to its Patient Advisory Council to serve as the community based lead for the project. CCHC will also offer its Training and Wellness Center space to host community workshops, storytelling sessions, and Resiliency hub design activities in a trusted, accessible environment.

The City will contribute staff expertise in sustainability, public health, and planning integration to ensure the updated Vulnerability Assessment aligns with capital improvement planning and emergency preparedness efforts. City staff will also support data analysis, cross-department coordination, and policy integration. The City's Teen Resiliency Corps will also be utilized to facilitate citizen science data collection around Resiliency Hub planning and health impacts of intense heat, water quality, and air quality.

Together, the partners bring established community trust, bilingual outreach capacity, healthcare access expertise, and sustained institutional support. These combined resources strengthen community engagement, ensure meaningful participation, and position the project for continued implementation beyond the grant period.

59. How many staff hours per week can the government partner commit to this project over the next year, if awarded?
Enter a number only.

- 5 hours

60. How many staff hours per week can the community-based organization partner commit to this project over the next year, if awarded?
Enter a number only.

- 5 hours

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ctymgr@cityofdubuque.org
www.cityofdubuque.org

March 5, 2026

Climate Smart Communities Initiative
RE: Grant Support Letter

Dear Selection Committee,

On behalf of The City of Dubuque, I wish to express my full support for application titled, "Building Climate Resilience and Community Health in Dubuque," submitted by MK Corona, Crescent Community Health Center and the City of Dubuque to the Climate Smart Communities Initiative (CSCI). Support from CSCI support will strengthen and expand Dubuque's long-standing work in climate adaptation while advancing resiliency among our most vulnerable populations. This project will bring together the City of Dubuque, Crescent Community Health Center, and adaptation practitioner Marcella Keenan Corona to deepen community involvement and ensure those most impacted by climate threats play an active role in environmental stewardship. In particular, this project will support a community informed climate vulnerability assessment grounded in local engagement and lived experiences.

The City of Dubuque, through the Office of Sustainability, will support the work through staffing and coordination. The project aligns with the City's 50% by 2030 Climate Action Plan, which outlines strategies to reduce greenhouse gases, adapt to a changing climate and support low-moderate-income (LMI) residences in strengthening community resilience. The City supports the proposal because it will deliver direct local benefits and offer a pathway to address vulnerabilities unique to the Dubuque community. This work builds on prior efforts by the Office of Sustainability to promote health and environmental stewardship throughout the community. The City is committed to the continuity of this work beyond the grant period. The vision for CSCI aligns with our community priorities and the goals of the proposed project.

The City's Office of Sustainability, in partnership with project collaborators, will support community listening sessions and integrate this work with existing programming such as the Teen Resiliency Corps and Green Iowa AmeriCorps. The City will support internal coordination, project oversight and collaboration between community partners and the adaptation practitioner.

Thank you for your consideration of this proposal.

In partnership,

Mike Van Milligen
City Manager

Prepared by: Crenna M. Brumwell, 300 Main Street Suite 330, Dubuque IA 52001 563 583-4381

RESOLUTION NO. _____ - 26

RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR THE CLIMATE SMART COMMUNITIES INITIATIVE (CSCI) GRANT

WHEREAS, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

WHEREAS, the deadlines set by outside entities do not always coincide with the meetings of the City Council; and

WHEREAS, the City applied for the Climate Smart Communities Initiative opportunity with an application deadline of 03/12/2026

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

Section 1. The application to CSCI is approved retroactive to March 12, 2026.

Passed, approved and adopted this ____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Exclusive Soft Drink Provider Agreement for Parks & Recreation Department Facilities
SUMMARY:	City Manager recommending City Council approval of the attached Lime Rock Springs 3-year Agreement as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece concession, Flora and Sutton pool concession, Veterans Memorial Park and the Port of Dubuque Marina.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Exclusive Soft Drink Provider Agreement for Parks & Recreation Department Facilities
2. Staff Memo Parks and Recreation Beverage Service Agreement
3. Lime Rock Proposal
4. Parks and Recreation Beverage Service Agreement 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Exclusive Soft Drink Provider Agreement for Parks & Recreation Department Facilities

DATE: March 10, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval of the attached Lime Rock Springs 3-year Agreement as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece concession, Flora and Sutton pool concession, Veterans Memorial Park and the Port of Dubuque Marina.

The Park and Recreation Commission voted unanimously to recommend acceptance of Pepsi's proposal at their monthly meeting held on March 10, 2026.

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
Janna Beau, Recreation Supervisor
Nick Stroschein, PGA Professional
Brian Feldott, Recreation Supervisor
Jenny Larson, Chief Financial Officer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks & Recreation Director

SUBJECT: Exclusive Soft Drink Provider Agreement for Parks & Recreation Department Facilities

DATE: March 10, 2026

INTRODUCTION

The purpose of this memorandum is to recommend approval of the attached Lime Rock Springs 3-year Agreement as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece concession, Flora and Sutton pool concession, Veterans Memorial Park and the Port of Dubuque Marina.

BACKGROUND

In 2023 Parks and Recreation entered a 3-year exclusive soft drink provider agreement with Lime Rock Springs for Bunker Hill Golf Course, Flora and Sutton pools, Port of Dubuque Marina and McAleece concessions. The current agreement expires on March 31, 2026. Staff prepared an RFP for Exclusive Soft Drink rights for the aforementioned sites as well as adding a vending machine alternate.

DISCUSSION

Staff received 2 proposals from local venders. One from Atlantic Bottling (Coca-Cola) and the other from Lime Rock Springs (Pepsi). Both companies are well established within the Dubuque community. The attached proposal from Pepsi provides the City of Dubuque with the highest potential for revenue generation, a solid annual funding program and shortest turnaround on product orders/delivery. Pepsi's proposal will provide the City with a payment of $5,000 per year to go back into operating revenue. In addition, Pepsi pledges to spend up to $2,000 per year on Department services like golf fees and pool rentals. This provides additional opportunities for revenue generation through concessions and pro shop sales. The combined total over the three years equates to minimum of $21,000 in additional revenues for the division. Coke's proposal did include the same total of $21,000 over three years, however their higher product prices equate to a smaller margin of return on the beverage sales.

The proposals were presented to the Park and Recreation Commission at their monthly meeting held on March 10, 2026. The

Commission voted unanimously to recommend acceptance of Pepsi's proposal.
The City Attorney's office has also reviewed and approved the contract agreement from Lime Rock Springs.

ACTION REQUESTED

I respectfully request and recommend City Council approval of the 3-year Pepsi agreement with Lime Rock Springs as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece Concession, Flora and Sutton Pools concession, Veterans Memorial Park and the Port of Dubuque Marina.

Prepared by: Dan Kroger, Recreation Division Manager

cc: Janna Beau, Recreation Supervisor
Nick Stroschein, PGA Professional
Brian Feldott, Recreation Supervisor
Jenny Larson, Chief Financial Officer

THE CITY OF DUBUQUE

Masterpiece on the Mississippi

LEISURE SERVICES

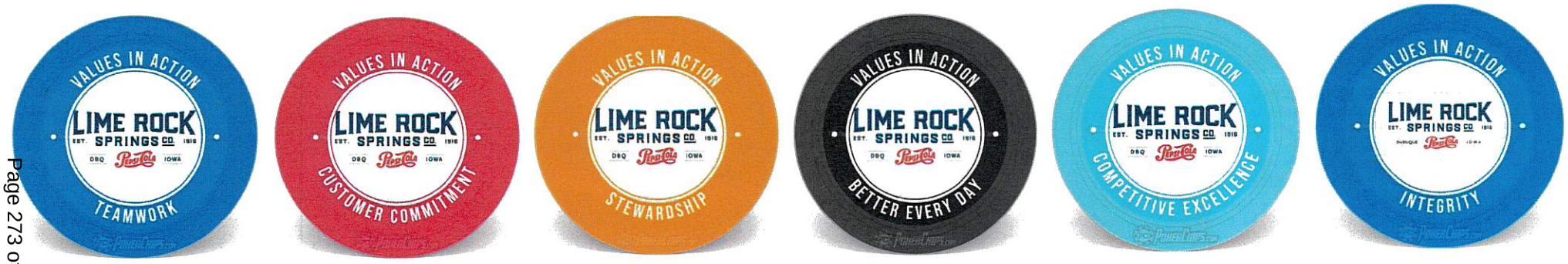
LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE Pepsi-Cola IOWA

PEPSI

Mission

- Our mission is to deliver superior products and unparalleled service driven by our passion for excellence and commitment to building lasting partnerships.

Our values



Company History

YOUR LOCAL DISTRIBUTOR.

Lime Rock Springs Co. was founded in 1916 in Dubuque, Iowa by John C. Gantz. The name was derived from the natural springs on which the bottling facility was originally constructed. The company bottled a full line of flavored soft drinks under its own label until 1936, when it began bottling and distributing Pepsi-Cola brands. The company is currently owned and operated by Eric and Michael Gantz, 4th generation owners. The company now procures all of its products from Wis-Pak, Inc., which is a multi-plant production cooperative servicing the company and over 30 other independent Pepsi-Cola Bottlers within the Midwest.

LIME ROCK SPRINGS CO.
EST. 1916
DUBUQUE PEPSI-COLA IOWA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

LEISURE SERVICES

PEPSI

OWNER
ERIC GANTZ

OWNER
MICHAEL GANTZ

DIRECTOR OF SALES & OPERATIONS
CARLTON MERIWETHER

ON-PREMISE MANAGER
SHANE REESE

SALES REPRESENTATIVE
JIM WEIDEMANN

OFFICE
JESSI PICKER

- Michael Gantz – Owner
mgantz@pepsidbq.com 563-556-2921 x213

- Eric Gantz – Owner
egantz@pepsidbq.com 563-556-2921 x211

- Carlton Meriwether – Director of Sales & Operations
cmeriwether@pepsidbq.com 563-556-2921 x227

- Shane Reese – On-Premise Manager
sreese@pepsidbq.com 563-556-2921 x209

- Jim Weidemann – Sales
rt20@pepsidbq.com 563-556-2921 x220

- Jessi Picker - Office
jpicker@pepsidbq.com 563-556-2921 x200

PEPSI

THE MIRACLE LEAGUE of Dubuque

LIME ROCK SPRINGS CO. EST. 1916

DUBUQUE PEPSI-COLA IOWA

GIVES BACK

NORTHEAST IOWA COMMUNITY COLLEGE

HUMANE SOCIETY DUBUQUE REGIONAL

Local charitable organizations we proudly support

BOYS & GIRLS CLUBS OF GREATER DUBUQUE

Holy Family CATHOLIC SCHOOLS

Make-A-Wish IOWA

United Way

United Way of Dubuque Area Tri-States

LORAS COLLEGE

variety the children's charity

Holy Spirit PARISH

TMBR tmbrtrails.org

dubuque SYMPHONY ORCHESTRA

WILLIAM INTRILIGATOR, MUSIC DIRECTOR & CONDUCTOR

OPENING DOORS Maria House • Teresa Shelter Empowering Lives

CAMP ALBRECHT ACRES

STEEPLE SQUARE

OPERA GRAND HOUSE

Clarke UNIVERSITY

MERCY ONE

48% CSD

18% ENERGY

68% SPORTS

35% WATER

44% TEA

69% COFFEE

In Iowa, PepsiCo is the leader in Liquid Refreshment Beverages (LRB) with a solution for all consumer needs.

Source – IRI Chicago Conv L52 wks ending 7.20.25

Exclusive to Lime Rock Springs Co. (Pepsi)

BUBBL'R

5 CALORIES PER CAN

ATTRIBUTES

- An antioxidant-infused sparkling water
- Only five calories per can
- All natural color, sweeteners, and flavors
- Loaded with B vitamins (B3, B5, B6, and B12)

natural caffeine

USDA

DEMOGRAPHIC

- Gen Z wants a fun, bubbly boost w/o drawbacks
- Millennials looking for a natural product with a responsible amount of caffeine and flavor
- Gen X mothers looking for a healthy alternative for her and her family

Equipment and service

- Lime Rock Springs Co. will provide all of the fountain, vending, and cooling equipment at no charge if allowed by state law to Leisure Services to support the sale of Pepsi's family of fountain, bottle, and can products.
- 7 days a week service, 24 hours a day. Average response time under 3 hours
- One local phone number (563)556-2921 to call for all your service needs.

LIME ROCK EST. SPRINGS CO. 1918 DUBUQUE Pepsi-Cola IOWA

The Pepsi Difference

- We have a fully stocked warehouse here in Dubuque, Iowa. So, when an emergency arises unexpectedly, we have it for you.
- One representative for all Leisure Services locations
- Each location will have a set delivery date and will be able to adjust up to 8:00a.m. the day before delivery.

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE Pepsi-Cola IOWA

PEPSI

Vending

- All Vending Equipment is free of charge
- Account would manage the money and fill product accordingly (this is to maximize your profits)
- Power = 11 amps per machine
- No internet requirement

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE PEPSI-COLA IOWA

PEPSI

Artic coolers and Recycle Bins

- Lime Rock Springs Co. will provide Leisure Services arctic coolers for special events, recycle bins, and menu boards at no charge

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE Pepsi-Cola IOWA

PEPSI

Package	Price
20oz Soft Drinks	$19.50
12oz Can Soft Drinks	$ 9.00
20oz Gatorade	$20.00
20oz Klarbrunn Water	$14.50
1-Liter Klarbrunn Water 15pk	$10.00
16oz Rockstar Energy Drink 12pk	$16.00
18.5oz Lipton PureLeaf 12pk	$15.00
20lb CO2	$26.37

- The pricing above reflects a case count of 24 unless stated otherwise.
- It's Lime Rock Springs Co.'s intent to maintain current price levels. In the event a price increase occurs, Pepsi will give a 30-day notice. Annual price increase not to exceed 5%.

2026 Fountain Pricing

Fountain Pricing will follow National Account pricing as set by the Pepsi Cola Company at the First of Every Year.

Postmix True National Prices
EFFECTIVE 2026

LIME ROCK SPRINGS CO. EST. 1816 DUBUQUE IOWA

CARBONATED FOUNTAIN BEVERAGES

Soft Drinks	Gallon	Cost/gal
Pepsi	5-gal	$23.19
Mountain Dew	5-gal	$23.19
Diet Pepsi	3-gal	$23.98
Pepsi Zero	3-gal	$23.98
Wild Cherry Pepsi	3-gal	$23.98
Diet Mountain Dew	3-gal	$23.98
Mt. Dew Goji Citrus Strawberry	3-gal	$23.98
Mountain Dew Code Red	3-gal	$23.98
Starry	3-gal	$23.98
Starry Zero Sugar	3-gal	$23.98
Orange Crush	3-gal	$23.98
Mug Root Beer	3-gal	$23.98
Rochester Root Beer	5-gal	$23.19
DOC	3-gal	$23.98

ICED TEA

Brisk Unsweetened	3-gal	$22.40
Brisk Raspberry	3-gal	$23.98
Lipton Liquid Concentrate Unsweet	3-gal	$25.85
Lipton Liquid Concentrate Sweet	3-gal	$28.53

A bold, chuggable, and refreshing flavor forward iced tea experience

The great taste of fresh brewed iced tea in a ready-to-use format

JUICE, JUICE DRINKS & ENERGY

100% Orange Juice	3-gal	$47.00
100% Apple Juice	3-gal	$41.34
Cranberry	3-gal	$41.00
Bloody Mary	3-gal	$37.50
Tropicana Lemonade	3-gal	$23.98
Tropicana Pink Lemonade	3-gal	$23.98
Tropicana Fruit Punch	3-gal	$24.33
Bubly Lime	3-gal	$23.98
Gatorade Fruit Punch	3-gal	$24.58
Gatorade Lemon Lime	3-gal	$24.58
Sour	3-gal	$23.98
Tonic	3-gal	$23.98
Lotus Gold Regular Energy	3-gal	$63.00

Flavors
Lemon
Strawberry
Cherry
Vanilla

See your sales representative for pricing

Lotus Plant Power
See your sales representative for pricing

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE PEPSI-COLA IOWA

PEPSI

Annual Marketing Fund

- $5,000yr/3-year term

- Plus an additional **$2,000** per year will be spent by Lime Rock Springs Co. at Leisure Services properties (Rounds of Golf, Family Pool Parties, etc.)

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE PEPSI-COLA IOWA

PEPSI

Thank You!

On behalf of Lime Rock Springs Co., we want to thank you for this opportunity.

It is our hope that we can demonstrate that our best-in-class service, products, and programs will continue to enhance the success of your business.

Sincerely,

LIME ROCK
EST. SPRINGS CO. 1916
DUBUQUE PEPSI-COLA IOWA

Pepsi-Cola Bottling Co. of Dubuque
10537 HWY 52-N. Dubuque, IA 52001
Phone (563) 556-2921
Fax (563) 556-2924

Leisure Services

20 oz Bottles — $19.50

Product	Package	Units
Pepsi-Cola	20 oz	24
Diet Pepsi	20 oz	24
Mt. Dew	20 oz	24
Diet Mt. Dew	20 oz	24
Mt. Dew Zero Sugar	20 oz	24
Mt. Dew Live Wire	20 oz	24
Mt. Dew Code Red	20 oz	24
Mt. Dew Overdrive	20oz	24
Mt. Dew Voltage	20 oz	24
Mt. Dew Baja Blast	20 oz	24
Wild Cherry Pepsi	20 oz	24
Dt. Cherry Pepsi	20 oz	24
Pepsi Wild Cherry Zero	20oz	24
Pepsi Zero	20 oz	24
Mug Rootbeer	20 oz	24
Mug Rootbeer Zero	20 oz	24
DOC	20 oz	24
Starry	20 oz	24
Starry Zero Sugar	20 oz	24
Orange Crush	20 oz	24
Grape Crush	20 oz	24
Strawberry Crush	20 oz	24
Brisk Tea	20 oz	24
Dole Lemonade	20 oz	24
Dole Strawberry Lemonade	20 oz	24
Lipton Green Tea w/ Citrus	20 oz	24
Lipton Dt. Green Tea w/Citrus	20 oz	24
Lipton Peach Tea	20 oz	24

2-liters — $16.00

Product	Package	Units
Pepsi-Cola	2-Liter	8
Diet Pepsi	2-Liter	8
Mt. Dew	2-Liter	8
Diet Mt. Dew	2-Liter	8
CF Dt Pepsi	2-Liter	8
Mt. Dew Code Red	2-Liter	8
Mt. Dew Baja Blast	2-Liter	8
Cherry Pepsi	2-Liter	8
Pepsi Wild Cherry Zero	2-Liter	8
Pepsi Zero	2-Liter	8
Starry	2-Liter	8
Starry Zero Sugar	2-Liter	8
Mug Root Beer	2-Liter	8
Orange Crush	2-Liter	8
Dole Lemonade	2-Liter	8
Dole Strawberry Lemonade	2-Liter	8

12 oz - Fridge Paks — $9.00

Product	Package	Units
Pepsi-Cola	12pk Fridge Pk	2
Diet Pepsi	12pk Fridge Pk	2
Mountain Dew	12pk Fridge Pk	2
Diet Dew	12pk Fridge Pk	2
Mt. Dew Zero Sugar	12pk Fridge Pk	2
Pepsi Zero Sugar	12pk Fridge Pk	2
C.F. Pepsi	12pk Fridge Pk	2
C.F. Diet Pepsi	12pk Fridge Pk	2
Wild Cherry Pepsi	12pk Fridge Pk	2
Diet Wild Cherry Pepsi	12pk Fridge Pk	2
Pepsi Zero Sugar Wild Cherry	12pk Fridge Pk	2
Pepsi Real Sugar	12pk Fridge Pk	2
Live Wire Mt. Dew	12pk Fridge Pk	2
Mt. Dew Baja Blast	12pk Fridge Pk	2
Mt. Dew Baja Blast Zero	12pk Fridge Pk	2
Code Red Mt. Dew	12pk Fridge Pk	2
Dt. Code Red Mt. Dew	12pk Fridge Pk	2
C.F. Diet Dew	12pk Fridge Pk	2
Mountain Dew Voltage	12pk Fridge Pk	2
Mt. Dew Real Sugar	12pk Fridge Pk	2
Mug Rootbeer	12pk Fridge Pk	2
Mug Rootbeer Zero	12pk Fridge Pk	2
DOC	12pk Fridge Pk	2
DOC Zero Sugar	12pk Fridge Pk	2
Starry	12pk Fridge Pk	2
Starry Zero Sugar	12pk Fridge Pk	2
Orange Crush	12pk Fridge Pk	2
Orange Crush Zero	12pk Fridge Pk	2
Grape Crush	12pk Fridge Pk	2
Strawberry Crush	12pk Fridge Pk	2
Lipton Brisk	12pk Fridge Pk	2
Raspberry Brisk	12pk Fridge Pk	2
Dole Lemonade	12pk Fridge Pk	2
Dole Strawberry Lemonade	12pk Fridge Pk	2

7.5oz Cans — $14.40

Product	Package	Units
Pepsi-Cola	4/6pk	24
Diet Pepsi	4/6pk	24
Mountain Dew	4/6pk	24
Cherry Pepsi	4/6pk	24
Pepsi with Real Sugar	4/6pk	24
Pepsi Zero	4/6pk	24
Starry	4/6pk	24
Starry Zero Sugar	4/6pk	24
Orange Crush	4/6pk	24
Schweppes Ginger Ale	4/6pk	24
Schweppes Club Soda	4/6pk	24
Schweppes Tonic	4/6pk	24
Schweppes Sugar Free Tonic	4/6pk	24

Product		Package	Units
One Liter	**$25.00**		
Pepsi-Cola		1-Liter	15
Diet Pepsi		1-Liter	15
Mt. Dew		1-Liter	15
Diet Mt. Dew		1-Liter	15
Mt. Dew Code Red		1-Liter	15
Mt. Dew Baja Blast		1-Liter	15
DOC		1-Liter	15
One Liter Brisk	**$19.50**		
Tea with Lemonade		1-Liter	15
Raspberry Tea		1-Liter	15
Blueberry Pomegranate		1-Liter	15
Lemon Tea		1-Liter	15
Strawberry Melon		1-Liter	15
Lemonade		1-Liter	15
Blood Orange		1-Liter	15
Fruit Punch		1-Liter	15
KLARBRUN SPARKLING	**$9.20**		
Cherry Lime		12 oz	2/12pk
Raspberry		12 oz	2/12pk
Lemon		12 oz	2/12pk
Blueberry Passionfruit		12 oz	2/12pk
Lime		12 oz	2/12pk
Black Cherrry		12 oz	2/12pk
Citrus		12 oz	2/12pk
Bucky's Cherry Berry		12 oz	2/12pk
BUBLY	**$11.55**		
Cherry		12 oz	3/8pk
Lime		12 oz	3/8pk
Grapefruit		12 oz	3/8pk
Strawberry Sunset		12 oz	3/8pk
Bellini Bliss		12 oz	3/8pk
Blueberry Pomegranite		12 oz	3/8pk
Orange Cream		12 oz	3/8pk
Strawberry		12 oz	3/8pk
Blackberry		12 oz	3/8pk
Raspberry		12 oz	3/8pk
Hog Wash	**$9.00**		
Grape		10 oz	12
Punch		10 oz	12
Blue Raspberry		10 oz	12
Lime		10 oz	12
Pink Lemonade		10 oz	12

Product		Package	Units
Aquafina Water			
Aquafina	**$18.00**	20 oz	24
Aquafina	**$6.23**	16.9oz	24
Aquafina	**$20.95**	1-Liter	15
Klarbrunn Water			
Klarbrunn	**$14.50**	20oz	24
Klarbrunn	**$10.00**	1-Liter	15
Klarbrunn ubr	**$24.00**	23.67oz	24
LifeWTR			
LifeWTR	**$30.80**	20oz	24
LifeWTR	**$18.90**	700ml	12
LifeWTR	**$20.85**	1-Liter	12
BUBBL'R	**$12.60**		
Twisted Elix'r		12 oz	12
Triple Berry Breez'r		12 oz	12
Watermelon Lime Smash'r		12 oz	12
Peach Raspberry Dazzl'r		12 oz	12
Tropical Dream'r		12 oz	12
Fruit Punch'r		12 oz	12
Pitaya Berry Nect'r		12 oz	12
Lemon Lime Twist'r		12 oz	12
Blood Orange Mango Mingl'r		12 oz	12
Wild Cherry Chill'r		12 oz	12
Pomegranate Acai Refresh'r		12 oz	12
Cranberry Grapefruit Sparkl'r		12 oz	12
Passion Fruit Wond'r		12 oz	12
poppi	**$19.00**		
Strawberry Lemon		12 oz	12
Cherry Limeade		12 oz	12
Wild Berry		12 oz	12
Alpine Blast		12 oz	12
Root Beer		12 oz	12
Cream Soda		12 oz	12
Doc Pop		12 oz	12
Classic Cola		12 oz	12
Cherry Cola		12 oz	12
Lemon Lime		12 oz	12
Orange Cream		12 oz	12
Grape		12 oz	12
Watermelon		12 oz	12
Orange		12 oz	12
Ginger Lime		12 oz	12
Raspberry Rose		12 oz	12
Punch Pop		12 oz	12

Product		Package	Units
Gatorade	**$20.00**		
Fierce Grape		3/8pk 20oz	24
Glacier Freeze		3/8pk 20oz	24
Fruit Punch		3/8pk 20oz	24
Lemon Lime		3/8pk 20oz	24
Orange		3/8pk 20oz	24
Cool Blue		3/8pk 20oz	24
Lime Cucumber		3/8pk 20oz	24
Glacier Cherry		3/8pk 20oz	24
Zero Glacier Cherry		3/8pk 20oz	24
Zero Glacier Freeze		3/8pk 20oz	24
Zero Lemon Lime		3/8pk 20oz	24
Zero Orange		3/8pk 20oz	24
Zero Grape		3/8pk 20oz	24
Zero Fruit Punch		3/8pk 20oz	24
Zero Watermelon Splash		3/8pk 20oz	24
Zero Cool Blue		3/8pk 20oz	24
Zero Apple Burst		3/8pk 20oz	24
	$29.00		
Fierce Grape		28oz	15
Glacier Freeze		28oz	15
Fruit Punch		28oz	15
Lemon Lime		28oz	15
Orange		28oz	15
Cool Blue		28oz	15
Mash up Cool Blue/Fruit Punch		28oz	15
Glacier Cherry		28oz	15
Blue Cherry		28oz	15
Fierce Strawberry		28oz	15
Lime Cucumber		28oz	15
Midnight Ice		28oz	15
Zero Glacier Cherry		28oz	15
Zero Glacier Freeze		28oz	15
Zero Orange		28oz	15
Zero Lemon Lime		28oz	15
Zero Berry		28oz	15
Zero Cool Blue		28oz	15
Propel Fit Water	**$15.00**		
Strawberry-Kiwi		20 oz	12
Berry		20 oz	12
Grape		20 oz	12
Watermelon		20 oz	12
Black Cherry		20 oz	12
Strawberry Lemonade		20 oz	12
Mango		20 oz	12
Vita Ice	**$9.60**		
Black Raspberry		17oz	12
Orange Mango		17oz	12
Lemon Lime		17oz	12
Acai Blueberry Pomegranate		17oz	12
Strawberry/Lemonade		17oz	12
Strawberry Watermelon		17oz	12
Cherry Plum		17oz	12

Product		Package	Units
Ocean Spray/Dole	**$19.66**		
Orange Juice Blend 100%		15.2 oz	12
Apple Juice 100%		15.2 oz	12
Cranberry		15.2 oz	12
Cran-Grape		15.2 oz	12
Lipton Pure Leaf Teas	**$15.00**		
Sweet		18.5 oz	12
Lemon		18.5 oz	12
Zero Sweet		18.5 oz	12
Unsweet Black		18.5 oz	12
Raspberry		18.5 oz	12
Blackberry		18.5 oz	12
Starbucks DoubleShot	**$33.60**		
Mocha		15 oz	12
Vanilla		15 oz	12
Coffee		15 oz	12
White Chocolate		15 oz	12
Caramel		15 oz	12
Starbucks Triple Shot	**$33.60**		
Café Mocha		11 oz	12
French Vanilla		11 oz	12
Caramel		11 oz	12
Starbucks Frappuccino	**$33.60**		
Mocha		13.7 oz	12
Vanilla		13.7 oz	12
Coffee		13.7 oz	12
Caramel		13.7 oz	12
White Chocolate Mocha		13.7 oz	12
Starbks Nitro Cold Brew	**$32.35**		
Unsweet		9.6oz	12
Vanilla		9.6oz	12

Product		Package	Units
Rockstar	**$16.00**		
Original		16 oz	12
Sugar Free		16 oz	12
Zero Carb.		16 oz	12
Punched		16 oz	12
Punched Pineapple		16 oz	12
Boom Whipped Strawberry		16 oz	12
Zero Silver Ice		16 oz	12
Zero Punched		16 oz	12
Recovery		16 oz	12
Recovery Orange		16 oz	12
KickStart	**$12.60**		
Orange		16 oz	12
Fruit Punch		16 oz	12
Black Cherry		16 oz	12
Pineapple Orange Mango		16 oz	12
AMP	**$21.55**		
Boost Original		16 oz	12
Muscle Milk			
Vanilla Crème	**$27.12**	14 oz	12
Chocolate		14 oz	12
Strawberry & Crème		14 oz	12
	$36.22		
Pro 40 KO Chocolate		14 oz	12
Pro 40 Intense Vanilla		14 oz	12
Pro 40 Slammin Strawberry		14 oz	12
Pro 40 Chocolate Peanut Butter		14 oz	12
Schweppes	**$18.15**		
Ginger Ale		10 oz	24
Club Soda		10 oz	24
Tonic Water		10 oz	24
Sugar Free Tonic Water		10 oz	24
	$23.90		
Club Soda		1-Liter	15
Tonic Water		1-Liter	15
Sugar Free Tonic Water		1-Liter	15

Product		Package	Units
Celsius	**$21.55**		
Sparkling Grape Rush		12 oz	12
Sparkling Arctic Vibe		12 oz	12
Sparkling Raspberry Peach		12 oz	12
Sparkling Watermelon		12 oz	12
Sparkling Orange		12 oz	12
Sparkling Tropical Vibe		12 oz	12
Sparkling Peach Vibe		12 oz	12
Sparkling Cosmic Vibe		12 oz	12
Sparkling Wild Berry		12 oz	12
Sparkling Blue Raspberry Lemonade		12 oz	12
Sparkling Spritz Vibe		12 oz	12
Sparkling Mango Lemonade		12 oz	12
Sparkling Cherry Cola		12 oz	12
Sparkling Retro Vibe		12 oz	12
Sparkling Playa Vibe		12 oz	12
Sparkling Strawberry Passionfruit		12 oz	12
Sparkling Kiwi Strawberry		12 oz	12
Sparkling Watermelon Lemonade		12 oz	12
Sparkling Fantasy Vibe		12 oz	12
Non Carbonated Peach Mango Green Tea		12 oz	12
Lotus	**$21.55**		
Blue (Huckleberry Infused)		12 oz	12
Pink (Raspberry Infused)		12 oz	12
Gold (Original)		12 oz	12
Zero Blue (Huckleberry Infused)		12 oz	12
Zero Pink (Raspberry Infused)		12 oz	12
Zero Purple (Boysenberry Infused)		12 oz	12
Zero Red (Strawberry Infused)		12 oz	12
Alani Nu	**$25.50**		
Cherry Slush		12 oz	12
Pink Slush		12 oz	12
Orange Kiss		12 oz	12
Breezeberry		12 oz	12
Watermelon Wave		12 oz	12
Cosmic Stardust		12 oz	12
Cherry Twist		12 oz	12
Hawaiian Ice		12 oz	12
Juicy Peach		12 oz	12
Dream Float		12 oz	12
Blue Slush		12 oz	12
Cotton Candy		12 oz	12

LIME ROCK SPRINGS COMPANY
dba: PEPSI-COLA BOTTLING CO. OF DUBUQUE
10537 Route 3 - Dubuque, IA 52001
Phone (563) 556-2921
Fax (563) 556-2924
http://www.pepsidbq.com

ON-PREMISE AGREEMENT

This On-Premise Agreement ("Agreement") Between **Lime Rock Springs Co. d/b/a Pepsi-Cola Bottling Company of Dubuque** ("Pepsi") and the City of Dubuque, Iowa, relating to the purchase and sale of fountain, canned, or bottled carbonated and non-carbonated soft drinks, tea, juice, energy, or water beverages ("Branded Beverages") at the City of Dubuque, Iowa facilities described herein and related terms and conditions. Pepsi and the City of Dubuque, Iowa (collectively, the "Parties") agree as follows:

1. **Term**. The term of this Agreement will be for a period of three (3) Years, commencing on April 1st, 2026, and expiring at midnight on March 31st, 2029. As used in this Agreement, the capitalized term "Year" shall mean each consecutive twelve (12) month period during the Term.
2. **City of Dubuque Leisure Services Locations**. This Agreement includes location(s) described in Sec. 16 only.
3. **Sale and Purchase of Branded Beverages.** Pepsi shall supply, sell, and deliver to the City of Dubuque, Iowa, and the City of Dubuque, Iowa shall purchase and accept from Pepsi, during the Term of this Agreement, one hundred percent (100%) of the City of Dubuque, Iowa requirements for the City of Dubuque, Iowa sales of Branded Beverages by means of the supply of Branded Beverages sold by Pepsi under license for sale by Pepsi during the Term of this Agreement as may be added to or substituted for any of the Pepsi Products currently offered by Pepsi.
4. **Exclusive Definition.** The City of Dubuque, Iowa agrees to offer Pepsi Branded Beverages exclusively during the Term at the City of Dubuque, Iowa property(s) described in Sec. 16. The City of Dubuque, Iowa shall also purchase all Pepsi products (and cups, lids, and CO2, if applicable) directly from Pepsi. No competitive products may be sold, dispensed, sampled, or served anywhere at the City of Dubuque, Iowa facility(s) described in Sec. 16.
5. **Pepsi Equipment**. Pepsi will provide all equipment for use by the City of Dubuque, Iowa for sale of Branded Beverages during the Term of this Agreement ("Pepsi Equipment") for point of sale and delivery of Branded Beverages to customers of the City of Dubuque, Iowa, based on a mutual consent between Parties. All Pepsi Equipment supplied by Pepsi will remain the property of Pepsi. Pepsi will provide free of charge to the City of Dubuque, Iowa service, repair, and replacement of Pepsi Equipment.
6. **Pricing**. Pepsi extends National Account pricing on Post Mix Fountain. Pricing is set by Pepsi Nationally and may be subject to price increases on a calendar year basis. Bottle/can pricing may be subject to no more than a 5% increase on a calendar year basis. However, the price ceilings are subject to additional adjustments greater than stated ceilings in the event of a substantial and unforeseeable increase in a major component of the bottler's cost of goods, manufacturing, or delivery.
7. **Indemnity**. Pepsi shall indemnify and hold harmless City, its officers and employees, from and against any and all claims or damages caused by or resulting from the negligence of Pepsi in the performance of this Agreement to the extend of Pepsi's insurance coverage. Pepsi shall provide insurance as described in the attached Insurance Schedule.

8. **Pepsi Terms**
   - $5,000 will be paid to the City of Dubuque, Iowa at the beginning of each contract Year
   - $2,000 will be paid annually to Leisure Services properties on rounds of golf, family pool parties, etc... In the event such properties are not open or able to provide this service to Pepsi, (Pepsi) will not be held liable to make such payments.
   - Cooler, Menu Boards, Recycle Bins, and the use of Arctic Coolers for special events/games at no charge.
9. **Termination and Failure to Perform.** If the City of Dubuque, Iowa breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Pepsi may:
   a) Terminate this Agreement, and the City of Dubuque, Iowa shall pay to Pepsi the unearned or prorated portion of the sponsorship payments.
   b) Withhold any future sponsorship payments.
   c) The City of Dubuque may terminate this Agreement with or without cause upon thirty (30) days written notice delivered to Pepsi.
10. **Confidentiality**. Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement.
11. **Assignment.** This Agreement shall not be assigned by either party hereto without the prior written consent of the other party.
12. **Entire Agreement**. This Agreement contains the entire understanding and agreement between the parties hereto regarding the advertising of Branded Beverages for sale at the City of Dubuque, Iowa and supersedes all other agreements between the parties respecting such. This Agreement includes all vending and events held at the City of Dubuque, IA property(s) in Sec. 16. This Agreement may be amended or modified only by a written agreement, signed by each of the Parties.
13. **Savings Clause**. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
14. **Waiver**. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision
15. **Force Majeure**. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its control, including any act of God, the elements, earthquakes, floods, fires, pandemic, actions or decrees of governmental bodies. If an event is a "Force Majeure Event" then Pepsi obligations for sponsorship payments shall be excused for a period of time equal to the period during which the City of Dubuque, Iowa and Pepsi have been prevented from performing.
16. **OUTLETS under the banner of The Dubuque Leisure Services**
    (a) Flora Pool
    (b) Sutton Pool
    (c) Bunker Hill Golf Courses
    (d) McAleece Sports Complex
    (e) Port of Dubuque Marina
    (f) Veterans Memorial Park
17. **Law Governing**. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed in their behalf by their respective, authorized representatives on this 9th day of March 2026.

City of Dubuque, Iowa

Date: _____

Name: _____

Signature: _____

Title: _____

Lime Rock Springs Co.,
dba: Pepsi-Cola Bottling
Company of Dubuque

Date: 3/9/26

Name: Shane Reese

Signature: Shane Reese

Title: Territory Development

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 certificate.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The 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 coverage 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 mutual agreement of the parties.

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.

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.

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 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 Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.
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

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Signed Contracts
SUMMARY:	Avant Acoustics for Cloud Consulting at the Grand River Center; Ehrlich Excavating Inc. for Utility removals and excavation W. 8th St.; Environmental Management Services of Iowa, INC EMSI for 6505 Pennsylvania Asbestos Abatement; Ferguson Waterworks for the Neptune 360 AMI software support 2/1/26-1/31/27; Geisler Brothers Co. for Administration Building Boiler Additionl (Building 80); Great Sounds Audio Video for JOTC Training Room Projector Replacement and Installation; Municipal Well & Pump for the Flexsteel East Pump – Pull & Inspect; Municipal Well & Pump for the Flexsteel West Pump – Pull & Inspect; Oasis Well & Pump for City owned House DNR approved well abandonment; Origin Design Co. for Task Order No. 24-06B (Amendment No. 2) for the Dubuque Well Fields Fiber 408 Permitting; Shive Hattery Task Order #1 for the Federal Building Parking Lot Reconstruction Project.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Asbestos Abatement 6505 Pennsylvania Avenue
2. Avant Acoustics Short Form Contract GRC (31)
3. Old Flexsteel Site Flood Control Pump Pull and Inspect Proj
4. Federal Building Parking Lot Reconstruction Project Shiv
5. Old Flexsteel Site West Pump Pull and Inspection Project (30
6. Ferguson Waterworks
7. Origin Design Co.
8. Great Sounds Audio FY26
9. Storm Sewer Repair 8th and Bluff Street
10. WRRC Building 80 HVAC Improvements (32)
11. Well Abandonment 6505 Pennsylvania Avenue

City of Dubuque
Engineering Department

(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

Environmental Management Services of Iowa, INC EMSI (Contractor) at
(Contractor Name)
5170 Wolff Rd., STE 2, Dubuque, IA 52002
(Contractor's Address - City and State)

PROJECT TITLE: 6505 Pennsylvania Asbestos Abatement
(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:
To properly perform asbestos abatement and documentation for approximately 444 sf of popcorn texture ceiling and 252 sf of asbestos linoleum.

The work described above shall be completed at the following location(s):
City owned house 6505 Pennsylvania Ave. Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

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

5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before
March 30, 2026
(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. 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.

   <u>When Applicable:</u>

   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: $ 3,195.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/04/2026
Date

CONTRACTOR:

EMSI INC
Company Name

By: Kim Koeller 3-2-26
Signature Date

Kim Koeller
Printed Name

President
Title

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____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
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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 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

QUOTE/ CONTRACT

ENVIRONMENTAL MANAGEMENT SERVICES OF IOWA, INC.

5170 Wolff Rd., Ste. 2, Dubuque, IA 52002-2573 www.emsofiowa.com
PHONE: (563) 583-0808 FAX: (563) 583-2206 EMAIL: emsi.asbestosservices@aol.com

*Asbestos Inspections/Testing & Asbestos Abatement/Removal Services *Asbestos Licensed in Iowa, Illinois, & Wisconsin

PROPOSAL TO:	PHONE:	DATE:
City of Dubuque Engineering Department Attn: Luke Steger	(563) 451-2818 lsteger@cityofdubuque.org	February 25, 2026
STREET: 50 West 13th Street	JOB: Asbestos Removal	
CITY, STATE, ZIP: Dubuque, IA 52001	JOB LOCATION: Residence, 6505 Pennsylvania Avenue, Dubuque, IA 52002	

We hereby submit specifications and estimates for:

Removal and disposal of approximately 444 sq. ft. of asbestos popcorn ceiling texture and 252 sq. ft. of asbestos linoleum.

Price Complete $3,195.00

NOTE:
If applicable, work areas are to be cleared of all items/debris prior to start of asbestos removal for accessibility unless otherwise discussed and noted.

***

Special insurance requirements may require additional costs to be added to the project price.
The prices are not based on Prevailing Wage or Davis Bacon Wage Rates.
The quotes/prices do not include the cost of any air clearance samples if required, unless otherwise stated within this quote.

ROOF PROJECTS: EMSI's quotes do not include the removal of rubber or other types of non-asbestos roofing or insulation above asbestos roofing layers, removal of layers of roofing located under asbestos roofing, and any covering of exposed areas after asbestos removal is completed.

MASTIC/ADHESIVE REMOVAL PROJECTS: Due to the materials needed to be used to remove asbestos or non-asbestos mastics/adhesives, Environmental Management Services of Iowa, Inc. (EMSI) will not be responsible for issues with adherence of new materials to surfaces after mastics/adhesives are removed. The contractor/installer of new materials will be responsible for preparing surfaces for proper adherence of new materials and will be responsible for adherence issues. EMSI will neutralize solvents to the best of ability, but cannot guarantee will resolve adherence issues.

All work will be performed in accordance with OSHA asbestos standard for construction industry, 29 CFR 1926.1101 and USEPA National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Asbestos Regulations, 40 CFR 61 Subpart A & M. All work will be performed by AHERA licensed individuals regularly engaged in asbestos removal.

Payment to be made as follows: Down payment of 50% of quoted price prior to start may be required / Net 10 days / 1.5% Past Due

Iowa Contractors License No. 3401
IL Asbestos Contractor Permit No. 500-0482
WI Contractor Permit No. 13150

Authorized Signature: Kim Koeller

Kim Koeller, President

NOTE: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature: _____

Date Accepted: _____ **Signature:** _____

EMSI

Thank you for the opportunity to provide a quote. If the quote is accepted, please return a signed and dated copy.

*Est. 1990 / Serving local communities for over 35 years!

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anne Barber	
McNeil and Company, Inc. In CA dba McNeil & Company Insurance Services Lic# 0B67313 13841 Southwest Highway Orland Park IL 60462	PHONE (A/C, No, Ext): 708-237-4643	FAX (A/C, No): 708-598-6686
	E-MAIL ADDRESS: abarber@mcneilandcompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ARCH Specialty Insurance Company	21199
INSURED Environmental Management Services of Iowa, Inc. 5170 Wolff Road, #2 Dubuque IA 52002	INSURER B : American Interstate Insurance Company	31895
	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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] *Contractors Pollution Liability [X] Incl. Asbestos and Lead Ops GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	12EMP4345921	01/01/26	01/01/27	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							*Per Claim	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	12EMX2337003 Includes CGL/CPL/PL	01/01/26	01/01/27	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AVWCIA3434722026	01/01/26	01/01/27	[X] 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
A	Professional Liability-Claims Made	Y	Y	12EMP4345921	01/01/26	01/01/27	Each Occurrence	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents and volunteers are additional insureds. Coverage is primary and non-contributory. A waiver of subrogation is in favor of the additional insureds. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Dubuque
50 West 13th Street
Dubuque, IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION (ISO CG 20 10 04 13 LANGUAGE)

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be signed prior to the date of the LOSS or OCCURRENCE. The most we will pay on behalf of the additional insured is the lesser of the amount required by the contract or what is available under the limits of insurance shown in the declarations.	All locations where your ongoing operations are being performed for the additional insured persons or organizations shown in this Schedule except where otherwise excluded by the Policy or endorsements thereto.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section III – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for BODILY INJURY, PROPERTY DAMAGE or PERSONAL AND ADVERTISING INJURY caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to BODILY INJURY or PROPERTY DAMAGE occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of YOUR WORK out of which the injury or damage arises has been put to its intended use by any person or

organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12EMP4345921

Named Insured: Environmental Management Services of Iowa Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ISO CG 20 37 04 13 LANGUAGE)

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be signed prior to the date of the LOSS or OCCURRENCE. The most we will pay on behalf of the additional insured is the lesser of the amount required by the contract or what is available under the limits of insurance shown in the declarations.	All locations where YOUR WORK was performed for the additional insured persons or organizations shown in this Schedule except where otherwise excluded by the Policy or endorsements thereto.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section III – 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 IV – 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Includes copyright material of
Insurance Services Office, Inc., with its permission.

Endorsement Number:

Policy Number: 12EMP4345921

Named Insured: Environmental Management Services of Iowa Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01/01/2026

Includes copyright material of
Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

The following is added to **SECTION V. COMMON CONDITIONS**, Paragraph **10. Other Insurance** and supersedes any provision to the contrary:

Primary And Non-contributory 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 signed prior to any occurrence or CLAIM under this policy that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12EMP4345921

Named Insured: Environmental Management Services of Iowa Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION– SPECIFIC PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that SECTION V, Conditions, paragraph 13. Subrogation is amended to include the following:

We agree to waive this right of subrogation against the person or organization shown in the Schedule below to the extent that you had, prior to an OCCURRENCE or CLAIM, a written agreement to waive such rights.

Name of Person or Organization:

Schedule

Any Person or Organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be effective prior to the date of the loss occurrence.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 12EMP4345921

Named Insured: Environmental Management Services of Iowa Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01/01/2026

Includes copyrighted material of ISO, Inc.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

This premium for this endorsement is shown in the Schedule.

Schedule

1. ◯ Specific Waiver
   Name of person or organization

   ⓧ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   ☐ Specific Waiver
   The premium charge for this endorsement shall be_____ percent of the premium developed on payroll in connection with work performed for the above persons(s) or organization(s) arising out of the operations described.

   ☒ Blanket Waiver
   The premium charge for this endorsement shall be__2_____ percent of the total manual premium arising out of the operations described.

4. Minimum Premium:

5. Advance Premium:

This endorsement changes the policy to which it is attached and is 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 01/01/2026 Policy No. AVWCIA3434722026 Endorsement No.
Premium:

Insured Environmental Management Services of Iowa, Inc.

Insurance Company AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Contract #

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 Avant Acoustics
(Vendor Name)
15323 W 95th St Lenexa, KS 66219
(Vendor Address - City and State)

PROJECT TITLE: CLOUD CONSULTING AT THE GRAND RIVER CENTER
(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:
CLOUD CONSULTING

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

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

  Check Appropriate Box

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

  ☐ Insurance Schedule G – Vendors

  ☑ Insurance Schedule J – Professional Services
- Other: _____

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

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

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

6. The Vendor shall fully complete the Project under this Contract on or before
   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 $ 8500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/04/2026
Date

VENDOR:

Avant Acoustics
Company Name

By: Emily G. Jaumard 3/4/2026
Signature Date

Emily G. Jaumard
Printed Name

Senior 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
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 J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

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

2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa		
Coverage B	Employers Liability		
		Each Accident	$100,000
		Each Employee-Disease	$100,000
		Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2026

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
Hub International Northeast Limited
467 Kinderkamack Rd
Oradell NJ 07649-1509

License#: BR-767175

CONTACT NAME: Timothy P. Esler
PHONE (A/C, No, Ext): 201-262-1200 FAX (A/C, No): 201-262-7810
E-MAIL ADDRESS: noe.oradell.certs@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Selective Way Insurance Company	26301
INSURER C: RLI Insurance Company	13056
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DLADAMS-01
D.L. Adams Associates, Inc., Avant Acoustics, LLC
Avant Acoustics, LLC dba Avant Acoustics, ADS Ventures, LLC
D.L. Adams Associates KC, LLC dba Avant Acoustics
15323 W 95th St
Lenexa KS 66219

COVERAGES **CERTIFICATE NUMBER:** 664753795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7038281496	2/27/2026	2/27/2027	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7038281496	2/27/2026	2/27/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X No Owned Aut							$
A	UMBRELLA LIAB X OCCUR			7038281515	2/27/2026	2/27/2027	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9069273	2/27/2026	2/27/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability Claims Made Retro Date: 1/1/1983			RDP0061348	2/27/2026	2/27/2027	Per Claim Limit Aggregate Limit Per Claim Deductible	$2,000,000 $4,000,000 $20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Cyber Liability: CYB-108158804-00, Eff: 04/01/2025 to 04/01/2026, Travelers Excess and Surplus Lines Company, $1,000,000 Each Claim/Aggregate, (NAIC No. 29696)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: March 5, 2026

RE: Old Flexsteel Site Flood Control Pump – Pull and Inspection Contract

Attached is a short form Public Improvement Contract between the City of Dubuque and Municipal Well & Pump of Peosta, IA for the Old Flexsteel Site Flood Control Pump – Pull and Inspection. The project will provide for the labor involved in pulling, inspecting, and reinstalling the 2000 pump assembly. Once the pump assembly has been thoroughly inspected, Municipal will provide an Inspection Report detailing their findings, recommended repairs, and the associated costs.

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.

MUNICIPAL
WELL & PUMP
A Division of Midwest Well Services, Inc.

February 26, 2026

City of Dubuque
Attn: Alex Stein
50 W. 13th Street
Dubuque, IA 52001

Re: Dubuque – Flexsteel 2000 Flood Control Pump Pull & Inspect

Alex,

Municipal Well & Pump would like to thank you for the opportunity to submit a proposal for the pull and inspection of the 2000 Flood Control Pump. Outlined below is the scope of work for the labor involved in pulling, inspecting, and reinstalling the 2000 pump assembly. Once the pump assembly has been thoroughly inspected at our shop, we will provide an Inspection Report detailing our findings, recommended repairs, and the associated costs.

Please review the following scope of work for the 2000 Flood Control Pump:

- Mobilize a 2-man pump service crew with a service truck to the job site. Set up, disconnect motor, pull flood control pump assembly with crane. Demobilize. Tear down and inspect pump assembly at shop. Report on findings. Mobilize to site and reinstall pump assembly. Flush off pump, clean up and demobilize to shop. **Lump Sum: $6,900.00**

Notes:

- Quote does not include materials that may need to be replaced after inspection of the pump assembly.

After reviewing the above proposal, please feel free to contact me with any questions, concerns, or ways that we can be of assistance to your community. We appreciate the opportunity to provide you with this proposal and look forward to the opportunity to deliver the City of Dubuque continued expert service on this project.

Municipal Well & Pump

Nick Wellen

Nick Wellen
970-768-6222

15602 West Key Drive, Peosta, IA 52068
Office: 563-583-1707 · Fax: 920-324-3431
www.municipalwellandpump.com

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box

☑ Estimate under $25,000.00

☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Municipal Well & Pump (Contractor) at
(Contractor Name)
15602 West Key Drive, Peosta, IA 52068
(Contractor's Address - City and State)

PROJECT TITLE: Flexsteel East Pump - Pull & Inspect
(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 proposal for details

The work described above shall be completed at the following location(s):
Old Flexsteel site near Aquin 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

May 1, 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.

    <u>When Applicable:</u>

    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: $ 6,900.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

03/05/2026
Date

CONTRACTOR:

Municipal Well & Pump
Company Name

By: [signature]
Signature

3/5/26
Date

Patrick Harrington
Printed Name

Vice President
Title

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: Flexsteel East Pump - Pull & Inspect 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 X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes X No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

City of Dubuque On-Call Architectural and Engineering Services (Hourly) Task Order

ATTN: Alex Stein and Jim Bousley

CLIENT: City of Dubuque
50 W. 13th Street
Dubuque, IA 52001-4864

PROJECT: City of Dubuque On-Call Architectural and Engineering Services

TASK ORDER: Dubuque Federal Bldg Parking Lot

PROJECT LOCATION: Dubuque, IA

DATE OF TASK ORDER AGREEMENT: March 2, 2026

TASK ORDER DESCRIPTION

The City of Dubuque is planning improvements at the Federal Building parking lot. Under this task order, which will become part of the existing (October 31, 2023) City of Dubuque On-Call Architecture and Engineering Services (Hourly) Professional Service Agreement (herein after referred to as the On-Call Service Agreement), Shive-Hattery will assist the City with the following items that, overall, will be included in the parking lot renovations.

- Coordinate with City and utility on relocation or removal of power poles, one (1) in the parking lot area and one (1) along the road; as well as paving, land scaping, fencing, and other improvements the City has planned for the parking lot.
- Four (4) EV chargers within the parking lot area for City vehicles as well as four (4) charging stations along the street for public use and incorporating City/Utility power reconfiguration.
- New parking lot lighting, including illumination evaluation, foundation design, and lighting poles/fixtures.
- Column design for the proposed fencing (fencing by others).

SCOPE OF SERVICES

We will provide the following services as part of this task order: Structural and Electrical Engineering

These services will consist of:

1. Coordinate with the City, the utility, City's consultant, and the City's efforts for relocating and removal of power poles; as well as, proposed details and timing of other improvements to the parking lot, and potential utility routing for the ongoing HVAC project at the building.
2. Coordinate and incorporate, as appropriate, the City and the City's consultant proposed fencing and finishes, currently anticipated to reasonably match appearance of existing fencing at the building.
3. Based on the conclusions of the above tasks, utilize the 2023 design and associated drawings of the EV stations and update to include electrical and structural design for additional charging stations, parking lot lighting, utility power reconfiguration, and fencing column. It is anticipated the drawings will include notes and technical specifications covering the design technical requirements. A Project Manual is not anticipated at this time.
4. Submit drawings to the City for review.

5. Meet with the City to review concepts and drawings, address comments as appropriate.
6. Finalize drawings and submit to the City for the City's use in bidding and constructing the project.

CLIENT RESPONSIBILITIES

- As defined in the On-Call Service Agreement.

SCHEDULE

- We will start work on this task order after we receive the countersigned Task Order Agreement and/or a written authorization to proceed; and, we will endeavor to complete our services within the City's proposed schedule of bidding the project in Mid-May 2026, or as mutually agreed between the City and Shive-Hattery.

COMPENSATION

Description	Fee Type	Estimated Fee	Estimated Expenses
Scope of Service Items 1 through 6	Hourly	$14,800	As Incurred

Fee Types:

- Hourly – Per the On-Call Service Agreement. The fee provided above is an estimate and will not be exceeded without prior approval by the City and as agreed to between the City and Shive-Hattery.

Expenses:

- As Incurred – Per the On-Call Service Agreement. Expenses are anticipated to be less than $1,000 for this task order.

Current Standard Hourly and Expense Rate Schedule:

- Attached

The terms of this task order proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this task order proposal at this time.

1. Services resulting from significant changes in the general scope, extent or character of the project or its evaluation including but not limited to: changes in number, character, or complexity of coordination with the City, City consultant, power utility, and alternatives; revising previously accepted studies, reports, or documents; or changes in reviewing authority determination or positions.
2. Additional engineering, architectural, survey, design, bidding, construction, and/or permitting services not included in the above scope of services or that may be requested.

TERMS AND CONDITIONS

- Shive-Hattery Standard Terms and Conditions as defined in the On-Call Service Agreement.

TASK ORDER AGREEMENT

This proposal shall become the Agreement for Services under this task order when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this

Agreement on behalf of the City.

Thank you for considering this task order proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.

Shane Oyler, Civil Engineer
soyler@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Dubuque, IA

BY: _____ (signature) **TITLE:** City Manager

PRINTED NAME: Michael C. Van Milligen **DATE ACCEPTED:** 03/06/2026

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2026 to December 31, 2026

PROFESSIONAL STAFF:

Grade 1	$115.00
Grade 2	$138.00
Grade 3	$154.00
Grade 4	$173.00
Grade 5	$192.00
Grade 6	$207.00
Grade 7	$225.00
Grade 8	$245.00
Grade 9	$266.00

TECHNICAL STAFF:

Grade 1	$ 81.00
Grade 2	$ 99.00
Grade 3	$113.00
Grade 4	$123.00
Grade 5	$136.00
Grade 6	$157.00
Grade 7	$175.00

ADMIN STAFF: $ 78.00

SURVEY STAFF:

One Person	$177.00
Two Person	$274.00
One Person with ATV	$202.00
Two Person with ATV	$299.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	$0.72/ Mile
Mileage- Survey Trucks	$0.82/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	$ .30/Sq. Ft.
Mylar	$ .75/Sq. Ft.
Photogloss	$ .90/Sq. Ft.
Color Bond	$ .60/Sq. Ft.
Foam Core Mounting	$ 13.00

Color Prints:

Letter Size	$ 1.00
Legal Size	$ 2.00

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

Municipal Well & Pump (Contractor) at
(Contractor Name)
15602 West Key Drive, Peosta, IA 52068
(Contractor's Address - City and State)

PROJECT TITLE: Flexsteel West Pump - Pull & Inspect
(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 proposal for details

The work described above shall be completed at the following location(s):
Old Flexsteel site near Aquin 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

May 1, 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.

   <u>When Applicable:</u>

   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: $ 6,900.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

03/06/2026
Date

CONTRACTOR:

Municipal Well & Pump
Company Name

By: [signature]
Signature

3/5/26
Date

Patrick Harrington
Printed Name

Vice President
Title

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: Flexsteel West Pump - Pull & Inspect_____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 X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes X No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

City of Dubuque
Dept: Water
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4291

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Ferguson Waterworks (Vendor) at
(Vendor Name)
1720 State St Dekalb, IL 60115-2617
(Vendor Address - City and State)

PROJECT TITLE: Neptune 360 AMI software support 2/1/26-1/31/27
(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:
Neptune 360 AMI 2001-50000 for the support period of 2/1/2026 through 1/31/2027

The work described above shall be completed at the following location(s):
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 Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☑ Insurance Schedule J – Professional Services
- Other: _____

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

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

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

6. The Vendor shall fully complete the Project under this Contract on or before
   2/1/2026 _____ .
   (DATE)

7. Indemnification; Liability for City Damage

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

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

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

   Check Appropriate Box
   ☐ Insurance Schedule G – Vendors
   ☑ Insurance Schedule J – Professional Services

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

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

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

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

THE CITY AGREES:

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 $ 55,519.20

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/06/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Ferguson Waterworks
Company Name

By: Colton Dinsdale 2/25/26
Signature — Date

Colton Dinsdale
Printed Name

Area Sales 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 C

INSURANCE SCHEDULE J

1. Ferguson 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 Dubuque or construction of 360 support.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes X No

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

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)

Task Order No. 24-06B (Amendment No. 2)

Origin Design Co. (CONSULTANT)
Project No: 2400606
Pursuant to Master Services Agreement dated February 16, 2023,
for the City of Dubuque (CLIENT)

Task Information
Task Name: Dubuque Well Fields Fiber 408 Permitting

Task Description:
Professional Services:

The Task Descriptions identified in Task Orders 24-06 and 24-06A (Amendment No. 1) are unchanged by this Tasker Order No. 24-06B (Amendment No. 2).

Scope of Services
Items 1-6 of the Scope of Services in Task Orders 24-06 and 24-06A (Amendment No. 1) remain unchanged. Adjustment to the compensation for Items #5 and #6 is included in this Task Order 24-06B (Amendment No. 2) due the additional length of time that was needed to make the improvements. Task Order no. 24-06A (Amendment No. 1) assumed the proposed construction duration would be one day. The actual construction duration that required onsite observation and density testing took approximately two days.

The following scope is added by this Task Order 24-06B (Amendment No. 2).

7. USACE Engineer Regulation 1110-1-1807 Drilling and Invasive Activities at Dams and Levees, requires a survey of the finished area which is to be provided to the USACE for review of finished elevations of the work associated with the levee.

Schedule
The Schedule identified in Task Order 24-06 shall remain unchanged by this Task Order 24-06B (Amendment No. 2).

Compensation
Compensation for the Scope of Services for Items 1-4 shall remain unchanged by this Task Order 24-06B (Amendment No. 2).

Compensation for Item No. 5 for the Scope of Services included in Task Order 24-06A (Amendment No. 1) shall be increased by One Thousand Two Hundred and Eighty-Seven Dollars and Fifty Cents ($1,287.50) for a revised Item 5. total compensation of $2,887.50.

Compensation for Item No. 6 for the Scope of Services included in Amendment No. 1 shall be increased from what was included in Amendment No. 1 by One Thousand Four Hundred and Forty-Four Dollars and Forty-Four Cents ($1,444.44) for a revised Item 6. total compensation of $2,244.44.

Compensation for Item No. 7 of the above Scope of Services shall be a lump sum fee of One Thousand Two Hundred Eighty-Six Dollars and Zero Cents ($1,286.00).

CONSULTANT: **Origin Design Co.**

Marc Ruden, PE
Water Resources Team Leader
Date: 02/06/2026

CONSULTANT: **Origin Design Co.**

Lauren Ray, PE, SE
Vice President/Secretary
Date: 02/06/2026

CLIENT: **City of Dubuque, Iowa**

Michael Van Milligen
City Manager
Date: 03/09/2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 53
50 W. 13th Street
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

Great Sounds Audio Video (Vendor) at
(Vendor Name)

3349 Daykin Court, Dubuque, IA 52002
(Vendor Address - City and State)

PROJECT TITLE: JOTC Training Room Projector Replacement & Installation
(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:
Installation of 2 Sony Pro 6400 Lumen Laser Projector for the JOTC Training Conference Rooms
On Site consultation, design service & Delivery

The work described above shall be completed at the following location(s):
JOTC - 949 Kerper Blvd.

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

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

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

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

6. The Vendor shall fully complete the Project under this Contract on or before
   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 G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☑ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

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

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

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

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

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 9139.98

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/09/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Great Sounds Audio Video
Company Name

By: [signature] 3-6-26
Signature — Date

JAMES T. HAUEER
Printed Name

Owner
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ 3-6-26
Signature Date

JAMES T. HAUBER
Printed Name

OWNER
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE 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(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.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

City of Dubuque
Engineering Department
(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

Ehrlich Excavating Inc. (Contractor) at
(Contractor Name)
10605 Route 3. Dubuque, IA 52001
(Contractor's Address - City and State)

PROJECT TITLE: Utility removals and excavation W. 8th St
(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:
Removing existing failed storm sewer and associated excavating for removals and new installation of utilities to improve drainage and public storm sewer. Includes removal, replacement and sub grade prep.

The work described above shall be completed at the following location(s):
W 8th street near 801 Bluff 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

June 12, 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.

    <u>When Applicable:</u>

    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: $ 24,800.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/06/2026
Date

CONTRACTOR:

Ehrlich Excavating Inc.
Company Name

By: [signature] 3-05-26
Signature Date

Richard J Ehrlich
Printed Name

President
Title

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____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

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

City of Dubuque
WRRC Department
795 Julien Dubuque Dr.
(address)
Dubuque, IA 52001
Phone # 563-589-4332

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 Geisler Brothers Co.
(Vendor Name)
1500 Radford Road Dubuque, IA. 52002
(Vendor Address - City and State)

PROJECT TITLE: Administration Building Boiler Addition (Building 80)
(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:

A.Contractor shall provide and install the boiler and perform all associated work as described in the attached Scope of Work document.

B. Contractor Quote Attached

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

City of Dubuque Water Resource and Recovery Center
795 Julien Dubuque Dr. Dubuque, IA. 52003

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
   9/1/26 _____ (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 $ $29,846.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/06/2026
Date

VENDOR:

Geisler Brothers
Company Name

By: Brian Bronstetter 1/27/26
Signature Date

Brian Bronstetter
Printed Name

Sales Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: Administration Building Boiler Addition or Project Location at City of Dubuque WRRC or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the WRRC Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa		
Coverage B	Employers Liability		
		Each Accident	$100,000
		Each Employee-Disease	$100,000
		Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes x__ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes x__ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

Void This Page

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.

Void This Page

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.

Void This Page

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.

Void This Page

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.

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Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

Void This Page

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.

Void This Page

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.

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SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

GEISLER BROTHERS CO.

Established 1892

Sheet Metal · Heating · Roofing · Air Conditioning

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Waste Water Treatment Plant
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563-663-5676

01/12/2026

- ☐ A Well McClain Ultra boiler. Evergreen series model EVG299
- ☐ 80 PSI Relief Valve Kit
- ☐ Outdoor sensor kit
- ☐ BNG D15 ASME expansion tank
- ☐ F3 system cleaner
- ☐ Condensate neutralizer
- ☐ Gas piping to code and venting
- ☐ All labor and material
- ☐ Product registration
- ☐ Permit.
  (will check with inspector in regard to the regulator)

Total due Geisler Brothers ……..$29,846.00

Please note if this pertains to you:
Equipment warranty registration, any extended warranty programs, and or applicable rebate form/s if offered, will be completed, and provided by Geisler Brothers to you upon full payment of this invoice reflecting your proposal.

Terms: net 15 days, credit card payments add 3% processing fee

SCOPE OF WORK

Administration Building

Boiler Addition

Issued

November, 2025

Water & Resource Recovery Center

Dubuque, Iowa

Written by: City of Dubuque and Strand Associates, Inc.

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1. PART 1 – GENERAL INFORMATION

1.1. CUTTING, PATCHING, AND ALTERATIONS

A. All new materials for patching and extending work shall match existing products and work.

B. Contractor shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

C. Contractor shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.

D. Contractor shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.

E. Contractor shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of the Work.

F. Contractor shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its sub-contractors.

G. Contractor shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.

H. Contractor shall execute the Work in a careful and orderly manner with the least possible disturbance.

I. Contractor shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

J. Cutting and removal of construction shall be performed by Contractor so as not to cut or remove more than is necessary and so as not to damage adjacent work.

K. Contractor shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

L. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost.

M. Contractor shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.

2. PART 2 – PROJECT INFORMATION

2.1. PROJECT DESCRIPTION

A. This project is within the Administration Building. The project involves the removal of an existing water to water heat pump and the installation of a new hot water boiler and associated controls.

B. The description of the work to be included is defined in this Scope of Work document and associated documents attached in the appendix.

2.2. SCOPE OF WORK

A. The Contractor shall provide supervision, labor, equipment, materials, tools, and supplies to perform the work described herein. Work not specifically noted herein, but is reasonably necessary for the proper completion of the project shall be provided by the Contractor.

B. Contractor shall remove the existing water to water heat pump and portions of the existing heating hot water piping.

C. Contractor shall cut/modify existing piping to permit the installation of new boiler. New piping shall be installed to connect the boiler to the existing heating hot water system. The existing hot water pumps (HWP-80-03 and 04) shall remain.

D. Prior to installing the boiler the piping shall be cleaned with system cleaner GWT-8015 from global water technology or equal.

E. Contractor shall install new boiler. Boiler shall be floor mounted.

F. Contractor shall install new 4-inch schedule 40 PVC intake and exhaust piping from the boiler to the exterior (see attached sketch for proposed routing). Contractor shall coordinate routing and termination location with Owner. Terminate with concentric vent kit.

G. Contractor shall install new 1-inch natural gas piping to serve the boiler. Connect to existing natural gas pipe located in mechanical room. See attached sketch for proposed routing. Provide gas pressure regulator. Install piping in accordance with manufacturer recommendations. All natural gas piping shall be welded.

H. Contractor shall route condensate to nearest drain.

I. Contractor shall fill system with 30% ethylene glycol.

J. Contractor shall balance pump HWP-80-03 and HWP-80-04 to 50 gpm.

K. Contractor shall utilized licenced electrician to provide power to new boiler.

L. Contractor shall setup and program the controls related to the boiler and other hydronic systems as noted below. In all instances Contractor is responsible for installation and electrical modifications to implement new control.

1. Boiler

    i. The boiler shall be monitoring outdoor air and supply water temperature and return water temperature. Sensors shall be supplied by manufacturer and installed by contractor.

ii. Boiler and associated circulator pump (HWP-80-03) shall be permitted and operate anytime the outdoor air temperature is below 60°F. Above 60°F the boiler and pump shall be off.

iii. Boiler shall modulate to maintain a supply temperature setpoint of 120°F.

2. Controls for the following equipment shall utilize the wiring from existing thermostats back to temperature control panel TCP-80-01 located in the lower level Mechanical Room. Power supplies in TCP-80-01 shall continue to be used for power to 24-volt

3. Cabinet Unit Heaters (Qty 4)

   i. Each existing thermostat will be removed and replaced with a thermostat that has two dry-contact outputs, Honeywell model T410B or equal.

      1. One dry contact will be used to control the existing 24-volt AC “open/close” power circuit to the associated existing three-way hot water valve actuator at the cabinet unit heater.

      2. One dry contact will be used to control the existing 24-volt AC “start/stop” power circuit to the coil on the associated unit heater’s fan control relay (R1) located at the unit.

   ii. There is an existing mutli-conductor cable from each existing thermostat back to TCP-80-01 that will be used for wiring the two dry-contacts on each new thermostat back to TCP-80-01. The existing Alerton controller associated with the cabinet unit heaters will be removed if the controller is not serving existing equipment to remain controlled from the temperature control system. New terminal blocks will be provided in the TCP-80-01 as needed to interface the new dry-contact signal wiring from the new thermostat to the existing 24-volt AC power circuits in TCP-80-01 for each cabinet unit heater.

4. Fin-Tube Radiator (Qty 1)

   i. The existing thermostat will be removed and replaced with a thermostat that has a dry-contact output, Honeywell model T410A or equal. The dry contact will be used to control the existing 24-volt AC “open/close” power circuit to the associated existing two-way hot water valve actuator at the fin-tube radiator.

ii. There is an existing mutli-conductor cable from the existing thermostat back to TCP-80-01 that will be used for wiring the dry-contact on the new thermostat back to TCP-80-01. The existing Alerton controller associated with the fin-tube radiator will be removed if the controller is not serving existing equipment to remain controlled from the temperature control system. New terminal blocks will be provided in the TCP-80-01 as needed to interface the new dry-contact signal wiring from the new thermostat to the existing 24-volt AC power circuit for the hot water valve in TCP-80-01.

5. In-floor Heating (Qty 1)

i. The existing thermostat will be removed and replaced with a thermostat that has two dry-contact outputs, Honeywell model T410B or equal.

1. One dry contact will be used to control the existing 24-volt AC “open/close” power circuit to the associated existing three-way hot water valve actuator located at manifold MFLD-80-01.

2. One dry contact will be used to for the “start/stop” signal circuit to the power contactor in the “P-80-06/07 Contactor Panel” the has a contactor controlling power to Hot Water Manifold Pump P-80-07. The existing run-status signal wiring from the P-80-06/07 Contactor Panel back to TCP-80-01 will be removed.

ii. There is an existing multi-conductor cable from the existing thermostat back to TCP-80-01 that will be used for wiring the dry-contacts on the new thermostat back to TCP-80-01. The existing Alerton controller associated with the in-floor heating system will be removed if the controller is not serving existing equipment to remain controlled from the temperature control system. New terminal blocks will be provided in the TCP-80-01 as needed to interface the new dry-contact signal wiring from the new thermostat to the existing 24-volt AC power circuit for the hot water valve in TCP-80-01 and for the dry-contact start/stop signal to the P-80-06/07 Contactor Panel.

M. Work is to be performed in conjunction with the manufacturer’s instructions, standard industrial practices, and relevant codes and standards.

N. Contractor is to establish the sequence and coordinate all activities with Owner to complete all work in a timely fashion.

O. No work shall begin without coordination and approval from Owner.

P. All materials and equipment furnished by Contractor shall be in accordance with the specifications noted in this document.

2.3. SPECIFICATIONS

A. Boiler

1. Boiler shall be a condensing boiler manufactured by Weil-McLain model EVG 299. Boiler shall be, modulating, sealed combustion, power-vented, high efficiency gas-fired boiler with stainless steel fire-tube heat exchangers. Boiler shall have a turn down of 10:1. Boiler shall be capable of stand-alone control.

2. Boiler trim shall include:

    i. Combination pressure-temperature gauge.

    ii. ASME certified pressure relief valve set to relieve at 80 PSIG maximum.

    iii. Flue gas, outlet water temperature, and return water temperature sensors.

    iv. Low water protection with manual reset.

B. Piping and Valves

1. Hot Water Ball Valves: Shutoff valves 2 inches and smaller shall be Nibco S-585, or equal, ball valves with two-piece bronze body, 316 stainless steel ball and stem, and TFE seat. Valve shall be rated for 600 psig WOG

2. Hot Water Piping: ASTM A53, type E or S, standard weight (Schedule 40) black steel pipe with ASTM A197/ANSI B16.3 class 150 black malleable iron threaded fittings. Alternatively, ASTM B88 seamless, Type L, hard temper copper tube ANSI B16.22 wrought copper solder-joint fittings. Piping shall be supported independently from the equipment.

3. Natural Gas Valves: 2-Inch and smaller shall be Apollo 77G-UL, or equal, ball valve, bronze body, threaded ends, chrome-plated bronze or stainless steel ball, full or conventional port, Teflon seat, blowout-proof stem, two-piece construction, suitable for 150 psig working pressure. U.L. listed for use as natural gas shut-off.

4. Natural Gas Piping: ASTM A53, type E or S, standard weight (Schedule 40) black steel pipe with ASTM A234 grade WPB/ANSI B16.9 standard weight, seamless, carbon steel weld fittings.

C. Insulation

1. Provide 1 1/2” rigid formed fiberglass with PVC fitting covers and jacket. Insulation shall be Johns Manville Micro-Lok, with minimum nominal density shall be of 3.0 lbs/ft3

D. Wiring, Conduit, and Terminal Blocks

1. All wire for permanent installation shall be new stranded copper. Motor circuit branch wiring and associated control wiring insulation type shall be THHN. Minimum size for motor control wiring shall be 12 AWG.

2. All wiring within control panels that does not extend outside of the enclosure shall be insulation-type MTW, minimum size 16 AWG

3. Electrical metallic tubing (EMT) and fittings. Conduit shall meet ANSI C80.3 and UL797. Thin wall seamless tubing with hot-dipped galvanized coating. Maximum size 2 inches. Fittings shall be compression-type only. Supports shall be mineralac with nut and clamping bolt; one hole strap.

4. General-Purpose Terminal Blocks shall be rated up to 600 volts AC/DC. Terminal blocks shall accept center-mounted jumper bars without increasing the installed space. Terminal blocks shall be Allen-Bradley Bulletin 1492-J, or equal. Terminal block color shall be gray

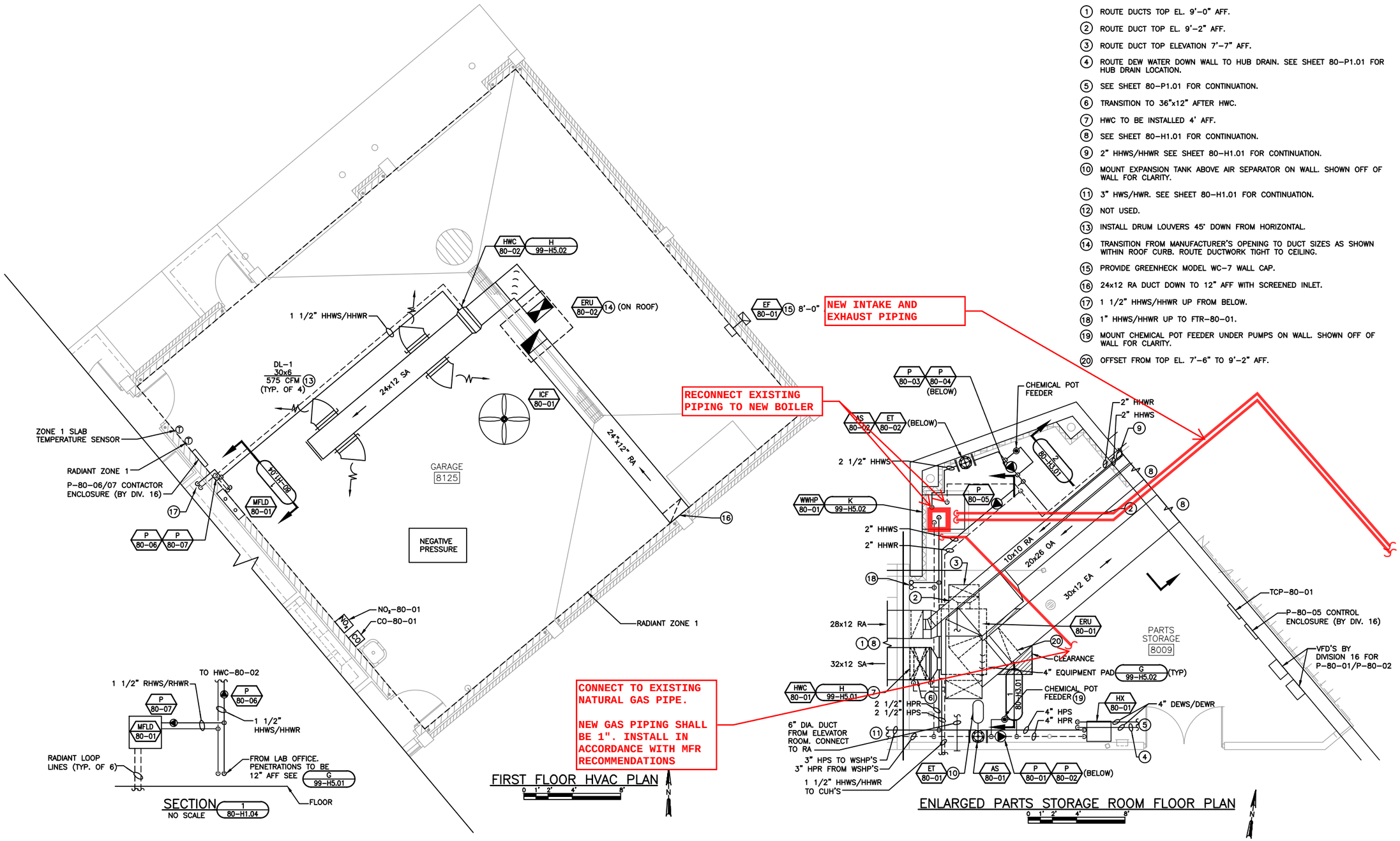
3. PART 3 – ADDITIONAL INFORMATION

3.1. DOCUMENTS

A. The following is a list of documents provided, located in the appendix of this document.

1. Mechanical Room Enlarged Plan - Figure 1

FIGURE 1



GENERAL NOTES:

1. CONTRACTOR TO COORDINATE WITH PLUMBING, FIRE PROTECTION, AND ELECTRICAL CONTRACTORS FOR VERIFICATION OF LOCATIONS OF EQUIPMENT AND ROUTING OF CONDUITS, PIPING, AND DUCTS.
2. CONTRACTOR TO VERIFY DIMENSIONS AND SIZE OF EQUIPMENT AND DUCTWORK PRIOR TO INSTALLATION. NOTIFY ENGINEER OF ANY CONFLICTS.
3. SEE SCHEMATIC VIEW FOR HYDRONIC INSTALLATION DETAILS.

KEY NOTES:

1. ROUTE DUCTS TOP EL. 9'-0" AFF.
2. ROUTE DUCT TOP EL. 9'-2" AFF.
3. ROUTE DUCT TOP ELEVATION 7'-7" AFF.
4. ROUTE DEW WATER DOWN WALL TO HUB DRAIN. SEE SHEET 80-P1.01 FOR HUB DRAIN LOCATION.
5. SEE SHEET 80-P1.01 FOR CONTINUATION.
6. TRANSITION TO 36"x12" AFTER HWC.
7. HWC TO BE INSTALLED 4' AFF.
8. SEE SHEET 80-H1.01 FOR CONTINUATION.
9. 2" HHWS/HHWR SEE SHEET 80-H1.01 FOR CONTINUATION.
10. MOUNT EXPANSION TANK ABOVE AIR SEPARATOR ON WALL. SHOWN OFF OF WALL FOR CLARITY.
11. 3" HWS/HWR. SEE SHEET 80-H1.01 FOR CONTINUATION.
12. NOT USED.
13. INSTALL DRUM LOUVERS 45° DOWN FROM HORIZONTAL.
14. TRANSITION FROM MANUFACTURER'S OPENING TO DUCT SIZES AS SHOWN WITHIN ROOF CURB. ROUTE DUCTWORK TIGHT TO CEILING.
15. PROVIDE GREENHECK MODEL WC-7 WALL CAP.
16. 24x12 RA DUCT DOWN TO 12" AFF WITH SCREENED INLET.
17. 1 1/2" HHWS/HHWR UP FROM BELOW.
18. 1" HHWS/HHWR UP TO FTR-80-01.
19. MOUNT CHEMICAL POT FEEDER UNDER PUMPS ON WALL. SHOWN OFF OF WALL FOR CLARITY.
20. OFFSET FROM TOP EL. 7'-6" TO 9'-2" AFF.

NO.	REVISIONS	DATE:
1	RECORD DRAWINGS	4/30/14

DATE: APRIL 2010
DES BY: JJW CHK BY: RAW
RECORD DRAWING
BY: STRAND ASSOC., INC.
DATE: XX/XX/2014
CONTRACTOR: MIRON

ADMINISTRATION BUILDING
HVAC FIRST FLOOR PLAN - 3 AND ENLARGED PLAN

WATER POLLUTION CONTROL PLANT MODIFICATIONS
CITY OF DUBUQUE
DUBUQUE, IOWA

STRAND ASSOCIATES, INC.® ENGINEERS

SHEET
306
80-H1.04
JOB NO. 1154-008

File: S:\MAD\1100--1199\1154\008\Acad\Strand Drawings\80-H1.04.dwg Time: Apr 14, 2014 - 11:09am

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Engineering Department

(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

Oasis Well & Pump (Contractor) at
(Contractor Name)

1332 N. Franklin, Manchester, IA 52057
(Contractor's Address - City and State)

PROJECT TITLE: City owned House DNR approved well abandonment
(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:

Properly abandon existing well per IDNR requirements based off estimate.

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

6505 Pennsylvania Ave. Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

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

5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before
March 13, 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.

   <u>When Applicable:</u>

   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: $ 2,800.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 03/10/2026
Date

CONTRACTOR:

Oasis Well & Pump
Company Name

By: Tracey Ogden 2/10/26
Signature Date

Tracey Ogden
Printed Name

Office Manager
Title

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

OASIS WELL & PUMP
1332 N. Franklin, Manchester, Iowa 52057
563-927-6503
www.oasiswell.com

Estimate

DATE	ESTIMATE NO.
2/5/2026	1761

NAME / ADDRESS
City of Dubuque 50 West 13th St. Dubuque, IA 52001-4805

DESCRIPTION	QTY	Rate	TOTAL
SITE: 6505 Pennsylvania Ave. Dubuque, IA			
Work Scope: Pull well pump and plug existing well estimated at 300'.			
Pull Existing Well Pump		300.00	300.00
Plug Existing Well to State Code - 300'	300	6.00	1,800.00
NOTE: Oasis Well & Pump LLC will fill out Iowa DNR Well Abandonment paper work.			
**Estimate is good for 10 days. Prices are subject to change at anytime. **All prices and quantities are estimated and shown for budgeting purposes. All items subject to availability. **Adjustments will be made if we encounter rock, frost, debris, and/or additional digging is required. **Customer will be responsible for any costs and expenses, including attorney fees, incurred in connection with the compliance of this contract. I agree to the terms of this estimate.			
Signature: Luke Steger City DBQ			
Date: 2-9-26			
All Accounts Due 15 Days After Date of Purchase or on Completion of Job. 1½% (18% Ann) Service Charge Added to Overdue Accounts. Minimum Charge $4.00.			

Thank you for considering our business for your needs.

TOTAL $2,100.00

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 16.

ITEM TITLE:	Improvement Contracts with Performance, Payment, and Maintenance Bonds
SUMMARY:	Portzen Construction, Inc. for the 7800 Chavenelle Building Remodel Project.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 7800 Chavenelle Building Remodel Project Contracts (002)

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 6th day of March, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Portzen Construction, 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 7800 CHAVENELLE BUILDING REMODEL PROJECT (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         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. CS through No. E802 (18 pages) or drawings consisting of sheets bearing the following general title:
          _____
          _____
      12. Addenda (numbers 1 to 1 , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).
      17. Erosion Control Certificate (Section 00900).

18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 00000 - 00000).
20. 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 00470/00471)
        ii. _____
        iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).
22. Authorization Resolution:
    a. Resolution No. 286-17 Authorizing City Manager to Execute Contracts and Leases (Exhibit C), or
    b. Project Specific Resolution (Resolution No. 74-26).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in this Contract.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. 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; 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.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than $2,000.00 (Two Thousand Dollars) to the City as agreed upon damages.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The City may terminate this Contract with or without cause upon sixty (60) 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 in the Iowa District Court for Dubuque County.

15. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the parties and transmitted by SECTION 00500 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Contract.

16. Currency. All prices and financial terms referenced herein are intended to be in U.S. dollar and shall remain in U.S. dollars despite any exchange rate.

17. Conflict in Terms. In the event of a conflict between the terms of this Contract and the terms of any of the Contract Documents, the terms of this Contract shall prevail.

18. Legal Compliance.

    a. The 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 D, and hereby represents and warrants that Contractor is in compliance with the same as of the 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.

    b. 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 b 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.

19. Federally Assisted Project.

    Is this project funded fully or in part with federal funds?

    ☐ Yes (if yes, provision a. and b. below apply)

    x No

    a. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, related labor requirements and regulations and the Federal Wage Determination for this Project.

    b. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

THE CITY AGREES:

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

CONTRACT AMOUNT $ 441,000.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: _____
Signature

Michael C. Van Milligan
Printed Name

City Manager's Office
Title

03/09/2026
Date

CONTRACTOR:

Portzen Construction, Inc.
Contractor

By: _____
Signature

Michael J. .Portzen
Printed Name

President
Title

03-06-26
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS: Bond54268925

That we, Portzen Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of four hundred forty-one thousand dollars and zero cents ($441,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 6th day of March, 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 7800 CHAVENELLE BUILDING REMODEL PROJECT detail the following described improvements:

> The scope of the Project is as follows: Removal and replacement of carpeting, modifications to the HVAC mechanical system, electrical work, installing new doors, add hallway storage, modifications to existing conference rooms, modifying workstation cubicles, and expanding the security access control system.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided

by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.

   B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project: 7800 Chavenelle Building Remodel Project
Location: 7800 Chavnelle Drive, Dubuque, Iowa
Project Number: 7462000003

Witness our hands, in triplicate, this 6th day of March, 2026.

SURETY COUNTERSIGNED BY:

Jena Wilwert
Signature of Agent

Jena Wilwert
Printed Name of Agent

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

PRINCIPAL:

Portzen Construction Inc
Contractor

By: _____
Signature

Michael J Portzen
Printed Name

_____
Title

FORM APPROVED BY:

_____
Representative for Owner

SURETY:

United Fire & Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Eric DeSousa
Printed Name of Attorney-in-Fact Officer

AssuredPartners, a Gallagher Company
Company Name

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
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 ====

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARK J. PHALEN, DAN WELLIK, ERIC DESOUSA, LAUREN MOSER, JENA WILWERT, ZACH KEMP, PAULA FITZGERALD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of October, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 17th day of October, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of March, 20 26.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 17.

ITEM TITLE:	FY26 Budget Amendment No. 2 Request, Reallocation of remaining Granger Creek Sanitary Sewer Improvements SRF funding from the two completed projects to the Granger Creek Lift Station Project
SUMMARY:	City Manager recommending approval to reallocate the remaining sanitary sewer SRF funding in the upcoming FY26 Budget Amendment #2 as follows: $285,783.43 from the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and $153,808.07 from the Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001) to the ongoing Granger Creek Lift Station Improvements Project (Project ID: 5581500009).
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo FY26 Budget Amendment No2 Request, Reallocation Granger Creek Sanitary Sewer Improvements SRF funding
2. FY26-BA2_Memo_GrangerSanFundsReallocationRequest

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY26 Budget Amendment No. 2 Request, Reallocation of remaining Granger Creek Sanitary Sewer Improvements SRF funding from the two completed projects to the Granger Creek Lift Station Project.

DATE: March 10, 2026

City Engineer Gus Psihoyos is recommending City Council approval to reallocate the remaining sanitary sewer SRF funding in the upcoming FY26 Budget Amendment #2 from Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001) to the ongoing Granger Creek Lift Station Improvements Project (Project ID: 5581500009):

- **$285,783.43** from the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009).

- **$153,808.07** from Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001). to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009) the Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009).

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
Todd Irwin, Water Resources Project Supervisor
Jenny Larson, Chief Financial Officer

Laura Berndorf, Budget Manager
Bob Schiesl, PE, Assistant City Engineer
Max O'Brien, PE Assistant Public Works Director
Deron Muehring, Water & Resource Recovery Center Director

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: FY26 Budget Amendment No. 2 Request, Reallocation of remaining Granger Creek Sanitary Sewer Improvements SRF funding from the two completed projects to the Granger Creek Lift Station Project.

DATE: March 5, 2026

INTRODUCTION

The purpose of this memo is to seek approval to reallocate remaining sanitary sewer SRF funding from Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001) to the ongoing Granger Creek Lift Station Improvements Project (Project ID: 5581500009)

BACKGROUND

The three above referenced projects are funded with a single State Revolving Fund (SRF) loan. Two of the three projects have been completed and accepted by the City Council. The two accepted projects are; Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001).

DISCUSSION

The acceptance memo, for the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project, identified a remaining balance of $285,783.43 from the portion of the single SRF loan allocated for the project. The acceptance memo also recommended reallocating the remaining funding to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500001).

The acceptance memo, for the Tamarack Sanitary Sewer Extension Project, identified a remaining balance of $153,808.07 from the portion of the single SRF loan allocated for the project. The acceptance memo also recommended reallocating the remaining funding to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500001).

BUDGET IMPACT

Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project Funding Summary (Project CIP # 5581500024):

FY	Project No.	Fund Description	Fund Amount
FY23	5581500024	Twin Ridge Lift Station Abandonment	$ 120,000.00
FY24	5581500024	Twin Ridge Lift Station Abandonment	$ 926,300.00
Total SRF Project Funding			$ 1,046,300.00
Total Final Project Cost			$ 760,516.57
Portion SRF loan to be reallocated to Project CIP # 5581500001			**$ 285,783.43**

Tamarack Sanitary Sewer Extension Project Funding Summary (Project CIP # 5581500001):

FY	Project No.	Fund Description	Fund Amount
FY22	5581500001	Sanitary Sewer Extensions to Existing Developments	$ 233,500.00
FY23	5581500001	Sanitary Sewer Extensions to Existing Developments	$ 339,700.00
FY24	5581500001	Sanitary Sewer Extensions to Existing Developments	$ 404,200.00
Total SRF Project Funding			$ 977,400.00
Total Final Project Cost			$ 823,591.93
Portion SRF loan to be reallocated to Project CIP # 5581500001			**$ 153,808.07**

Granger Creek Lift Station Improvement Project Funding Summary (Project CIP # 5581500009) Including FY26 BA #2:

FY	Project No.	Fund Description	Fund Amount
FY 22	5581500009	Catfish/Granger Lift Station Improvements	$ 130,000.00
FY 23	5581500009	Catfish/Granger Lift Station Improvements	$ 607,650.00
FY 24	5581500009	Catfish/Granger Lift Station Improvements	$ 134,265.99
FY 24	5581500009	EPA Community Grant	$ 1,000,000.00
FY26 BA#2	5581500024	Twin Ridge Lift Station Abandonment	$ 285,783.43
FY26 BA#2	5581500001	Sanitary Sewer Extensions to Existing Developments	$ 153,808.07
		Total SRF & EPA Grant Project Funding	**$ 2,311,507.49**

Note: Project is ongoing. The final project cost is not yet available.

RECOMMENDATION

I recommend reallocating the remaining sanitary sewer SRF funding, as approved in the City Council acceptance memos, from Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) and Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001) to the ongoing Granger Creek Lift Station Improvements Project (Project ID: 5581500009):

- **$285,783.43** from the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (Project CIP # 5581500024) to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009).

- **$153,808.07** from Tamarack Sanitary Sewer Extension Project (Project CIP # 5581500001). to the ongoing Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009) the Granger Creek Lift Station Capacity Improvements project (Project CIP # 5581500009).

-

ACTION TO BE TAKEN

I respectfully request approval to reallocate funding amounts as described above as part of the upcoming FY26 Budget Amendment #2.

Prepared by Todd Irwin, Water Resources Project Supervisor

cc: Jenny Larson, Chief Financial Officer
Laura Berndorf, Budget Manager
Gus Psihoyos, City Engineer
Bob Schiesl, PE, Assistant City Engineer
Max O'Brien, PE Assistant Public Works Director
Deron Muehring, Water & Resource Recovery Center Director

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 18.

ITEM TITLE:	PEG Fund Expenditures
SUMMARY:	City Manager recommending City Council approval of the Cable TV Commission's recommendations for a total expenditure not to exceed $110,624.21 ($100,567.46 in requested funds plus $10,056.75, to cover increased equipment and shipping costs since applications were submitted) in PEG Equipment Fund expenditures.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo PEG Fund Expenditures
2. PEG Fund Expenditure Memo - March 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: PEG Fund Expenditures

DATE: March 10, 2026

Public Information Officer Randy Gehl is recommending City Council approval of the Cable TV Commission's recommendations for a total expenditure not to exceed $110,624.21 ($100,567.46 in requested funds plus $10,056.75, to cover increased equipment and shipping costs since applications were submitted) in PEG Equipment Fund expenditures.

The Cable TV Commission met on February 17, 2026, to review two PEG Access Channel Operator Equipment Grant applications, the commission discussed the potential of increased costs for the equipment and voted to include an allowance of up to 10% over the requested amount to cover unexpected increases and shipping costs.

The commission's approved recommendations for the PEG Access Channel Operator Equipment Grant for City Council consideration are as follows:

- Dubuque Community School District: $32,735.46 to purchase 46 pieces of equipment, including three cameras, lenses, microphones, and related accessories for multi-camera productions throughout the year. The equipment helps maintain production quality for school board meetings, programs, and sporting events shared on PEG access television.

- Loras College: $67,832 for equipment for narrative/documentary production and sports production. The application includes 71 pieces of equipment, including six cameras, related video accessories, a switcher, and an intercom system. The equipment is anticipated to assist over 40 student producers in the creation of PEG access programming each year. Additionally, some items requested are intended to replace outdated equipment that has been in service since 2009.

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
Randy Gehl, Public Information Officer
Felicia Carner, Multimedia Specialist

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager
FROM: Randy Gehl, Public Information Officer
SUBJECT: PEG Fund Expenditures
DATE: March 10, 2026

INTRODUCTION

The purpose of this memorandum is to forward recommendations from the Cable TV Commission to approve two requests for funding from the Public, Educational, and Governmental (PEG) Equipment Grant Program.

BACKGROUND

The City's former cable television franchise agreement with Mediacom established an annual grant program dedicated to funding equipment acquisitions for the production of local public, educational, and governmental (PEG) programming. Qualified organizations – those with a principal place of business within City limits or a principal regular meeting place within City limits – may apply for funding from this program.

Because Mediacom now operates in Dubuque under a state franchise, the state code related to cable franchises applies to the use of Dubuque PEG Capital Grant for Access Equipment and Facilities funds. The code states, "All fees collected pursuant to this subsection shall be used only for the support of the public, educational, and governmental access channels." Currently, five PEG channels are offered on the Mediacom cable system. The City of Dubuque operates the local government access channels (CityChannel Dubuque and CityChannel Graphics) and the public access channel, the Dubuque Community School District operates the public education access channel, and Loras College operates the shared education access channel.

The PEG Capital Grant for Access Equipment and Facilities fund currently has a balance of $1,268,133.24. The fund has been used to support the creation of PEG access programming by a variety of organizations over the years and has funded significant purchases by the three organizations operating the PEG channels. Mediacom is no longer required to contribute to this fund so the only way it will grow is through interest. There are two grant processes available for requesting funding: one designated for community members, and another specifically for PEG channel operators. Details are available at https://cityofdubuque.org/3229/PEG-Equipment-Grant-Programs.

DISCUSSION

The Cable TV Commission met on February 17, 2026, to review two PEG Access Channel Operator Equipment Grant applications, one submitted by Loras College and the other by the Dubuque Community School District. Each application included an overview of the equipment requested and its intended use in PEG access programming production. Additionally, applicants submitted a detailed list of all requested equipment along with cost estimates obtained from three separate vendors as part of the application process. The commission discussed the potential of increased costs for the equipment and voted to include an allowance of up to 10% over the requested amount to cover unexpected increases and shipping costs.

The commission's approved recommendations for the **PEG Access Channel Operator Equipment Grant** for City Council consideration are as follows:

- Dubuque Community School District: $32,735.46 to purchase 46 pieces of equipment, including three cameras, lenses, microphones, and related accessories for multi-camera productions throughout the year. The equipment helps maintain production quality for school board meetings, programs, and sporting events shared on PEG access television.

- Loras College: $67,832 for equipment for narrative/documentary production and sports production. The application includes 71 pieces of equipment, including six cameras, related video accessories, a switcher, and an intercom system. The equipment is anticipated to assist over 40 student producers in the creation of PEG access programming each year. Additionally, some items requested are intended to replace outdated equipment that has been in service since 2009.

If the Cable TV Commission's recommendations for funding are approved by City Council, City staff will coordinate the purchase of all related equipment and distribute to the requesting organizations.

RECOMMENDED ACTION

I respectfully request the Cable TV Commission's recommendations for a total expenditure not to exceed $110,624.21 ($100,567.46 in requested funds plus $10,056.75, to cover increased equipment and shipping costs since applications were submitted) in PEG Equipment Fund expenditures be forwarded to the City Council to receive, file, and approve.

Cc: Felicia Carner, Multimedia Specialist

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 19.

ITEM TITLE:	Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC
SUMMARY:	City Manager recommending that the City Council approve an amendment to the lease agreement between the City of Dubuque and Dubuque Childcare Collaborative LLC (DCC) that would allow the City to lease additional space, specifically Unit 6 and certain corridor areas, totaling 6,300 square feet.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC_ Memo_2026_03_11
2. Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC_ Staff Memo_2026_03_11
3. Amendment to City Lease- Consolidate Units 4 and 6 CLEAN

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC

DATE: March 11, 2026

Chief Financial Officer Jennifer Larson recommends that the City Council approve an amendment to the lease agreement between the City of Dubuque and Dubuque Childcare Collaborative LLC (DCC). This amendment would allow the City to lease additional space, specifically Unit 6 and certain corridor areas, totaling 6,300 square feet.

For Fiscal Year 2026, the Finance Department's rent and maintenance costs for this expanded space will be $21,703.50. This amount will be covered by the Engineering Facilities Management budget for the Chavenelle location. Looking ahead to Fiscal Year 2027, both the Finance and Information Technology departments have already included these rent and maintenance expenses in their budget requests.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Cori Burbach, Assistant City Manager
Joe Pregler, Chief Information Officer
Tony Breitbach, Purchasing/Risk Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Lease Amendment and Expansion of City Space at 7900 Chavenelle Road with Dubuque Childcare Collaborative, LLC

DATE: March 11, 2026

INTRODUCTION

The purpose of this memo is to recommend approval of the lease amendment between the City of Dubuque and Dubuque Childcare Collaborative LLC (DCC) for additional new space originally identified as Unit 6 and certain corridor space, collectively consisting of 6,300 square feet.

BACKGROUND

The City Council approved a five-year lease with Dubuque Childcare Collaborative LLC (DCC) for Unit 4 at 7900 Chavenelle Road in January 2024, including an option to purchase and set annual rent and maintenance costs. Unit 4 currently houses the Information Technology Department, Traffic Department storage, and a shared Data Center. In November 2025, the Council authorized moving some Finance Department functions to Unit 6, amending the lease, and starting public bidding for renovations. The remodel includes updates to carpeting, HVAC, electrical, office layouts, storage, conference rooms, and security systems for both Finance and IT areas. Plans and costs for the project were approved in February 2026, and in March 2026, Portzen Construction, Inc. was awarded the $441,000 contract for the remodel, coming in 21.4% below the estimated cost.

DISCUSSION

The amended lease with Dubuque Childcare Collaborative LLC (DCC) expands the City's leased space at 7900 Chavenelle Road, effective January 1, 2026. Under this amendment, the City's leased area increases from 7,225 square feet to a total of 13,525 square feet, now consolidated as Unit 4.

The lease term for the expanded space runs through December 31, 2030. For the original portion—occupied by Information Technology, Traffic Department storage, and the Data Center—monthly rent remains $6,020.83 ($10 per square foot annually) through December 31, 2028. The additional space, which will be used by the Finance

Department, will start incurring rent of $5,250.00 per month ($10 per square foot annually) beginning April 1, 2026, with this portion of the lease ending December 31, 2030.

From January 1, 2026, through December 31, 2028, the City will pay a combined monthly rent of $11,270.83. After December 31, 2028, only the Finance Department's portion remains, and monthly rent will be $5,250.00 from January 1, 2029, through December 31, 2030.

In addition to rent, the City is responsible for monthly maintenance, insurance, and tax payments (MIT). Through March 31, 2026, MIT payments for the original space continue as previously arranged. Starting April 1, 2026, MIT will also cover the expanded space, calculated at $3.78 per square foot annually ($4,260.38 per month). The City's share of MIT is 22.05% of the building's total square footage. The City will also fund any required improvements to the leased areas.

Utilities and services may be separately metered when possible or otherwise allocated among tenants by DCC using reasonable and transparent methods. The City retains the right to review and discuss how utility costs are distributed.

Finally, DCC grants the City an option to purchase Unit 4 at the end of the lease term. If the City chooses to buy Unit 4 when the lease expires on December 31, 2030, the purchase price will be $1,000, payable at closing, which must occur within thirty days after the lease ends. If the City exercises the purchase option before December 31, 2030, the price will be the total remaining rent due under the lease plus an additional $1,000.

BUDGET IMPACT

Fiscal Year 2026: The Information Technology budget allocates $78,570 for annual rent and maintenance, while Engineering Facilities Management provides $69,634 for overall building expenses, totaling $148,204. To date, IT has paid $79,167.40 for rent and maintenance and $14,196.15 for other building costs, leaving $33,186.83 in remaining IT obligations for the year. An estimated budget balance of $23,049.79 remains in Engineering Facilities Management.

For the Finance Department, FY 2026 rent will be $15,750 (three months at $5,250/month), and maintenance will be $5,953.50 (three months at $1,984.50/month), totaling $21,703.50. This expense will be covered by the remaining Engineering Facilities Management budget balance for Chavenelle.

Fiscal Year 2027: The total projected rent for both IT and Finance departments is $135,250, with maintenance costs estimated at $51,124.50. These amounts are included in the maintenance budget requests for both departments.

All anticipated rent and maintenance costs for FY 2026 are covered by existing budgets, with the Finance Department's new lease obligations funded by the remaining Engineering Facilities Management budget. For FY 2027, projected costs for both departments are incorporated into their budget requests, ensuring continued coverage for the expanded leased space.

ACTION REQUESTED

I respectfully request that the City Council approve the proposed amendment to the lease agreement between the City of Dubuque and Dubuque Childcare Collaborative, LLC for Unit 4 at 7900 Chavenelle, including the updated terms for rent, maintenance, insurance, tax payments, utilities allocation, and the purchase option as outlined above.

Attachment

cc: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Cori Burbach, Assistant City Manager
Joe Pregler, Chief Information Officer
Tony Breitbach, Purchasing/Risk Manager

AMENDMENT TO LEASE - BUSINESS PROPERTY

THIS AMENDMENT TO LEASE – BUSINESS PROPERTY (this "Amendment") is entered into this 16th day of March, 2026, by Dubuque Childcare Collaborative, LLC ("Landlord"), and the City of Dubuque, Iowa ("Tenant"), whose address for the purpose of this lease is 50 West 13 St. Dubuque, Iowa.

RECITALS

A. Landlord and Tenant previously entered into a Lease-Business Property pursuant to which Tenant leased from Landlord Unit 4 of Learning Campus Condominiums, which Lease was signed on or about December 20, 2023 for a term to commence January 4, 2024 (the "Original Lease"). Unit 4 contained 7,225 square feet (the "Original Space");
B. Tenant now desires to lease additional space within Learning Campus Condominiums, which new space was originally identified as Unit 6 and certain corridor space, collectively consisting of 6,300 square feet (the "Additional Space");
C. Previous Units 4 and 6 have been combined into a new Unit 4 consisting of 13,525 square feet, or 22.05% of the total leasable space;
D. The parties desire to amend the Original Lease to add the Additional Space and to provide for additional terms related to the Additional Space.

Therefore, the parties agree as follows:

1. **AMENDMENTS TO LEASE.** The Original Lease is hereby amended in the following particulars:

   A. Paragraph 1 the Original Lease is hereby stricken, and the following is placed in lieu thereof:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained leases to Tenant and Tenant leases from Landlord, according to the terms and provisions of this lease, the following described "premises," situated in Dubuque County, Iowa:

Effective January 1, 2026 (the "Expansion Effective Date"), the Premises under the Lease are hereby expanded and shall thereafter consist of a single consolidated condominium unit designated as Unit 4 pursuant to the Third Amendment to Learning Campus Condominiums Declaration of Submission of Property to Horizontal Regime.

From and after the Expansion Effective Date, the Premises shall contain approximately 13,525 rentable square feet, consisting of:

(i) approximately 7,225 rentable square feet attributable to the Original Space leased

under the Original Lease; and

(ii) approximately 6,300 rentable square feet attributable to the Additional Space.

The Original Space and the Additional Space shall hereby collectively be referred to as the "Expansion Premises" or the "Premises." The Premises are depicted on Exhibit A attached hereto, which replaces in its entirety the Exhibit A attached to the Original Lease.

The lease term is hereby extended through December 31, 2030. Except as expressly modified herein with respect to rent attributable to the Original Space, the Original Lease shall otherwise remain in full force and effect during the extended Lease Term.

B. Paragraph 2 of the Original Lease is hereby stricken, and in lieu thereof is placed the following:

2. **RENTAL.** Tenant agrees to pay to Landlord as rental during the term hereof, as follows: $6,020.83 per month ($10 per square foot annually) for the Original Space rental, ending December 31, 2028, and $5,250.00 per month ($10 per square foot annually) for the Additional Space, in advance, the first such rent payment becoming due April 1, 2026 and the same amount, per month, in advance, on the first day of each month until December 31, 2030. Therefore, total monthly rent payments shall be as follows:

April 1, 2026, through December 31, 2028: $11,270.83; and
January 1, 2029, through December 31, 2030: $5,250.00.

In addition to the above monthly rental, Tenant shall also pay: Maintenance, insurance and tax payments as provided in the MIT paragraph below.

Through March 31, 2026, Tenant shall pay MIT for the Original Space as has been paid to the date of this Amendment. Beginning April 1, 2026, and concurrent with each monthly rent payment thereafter, Tenant shall also pay a portion of the maintenance, insurance and taxes (MIT) in connection with the Additional Space, such that Tenant is paying MIT for the Expansion Premises. Tenant shall pay $3.78 per square foot per year ($4,260.38 per month) concurrent with each monthly rental payment. On or before each December 1 during the term of this Lease, Landlord shall provide an estimate to Tenant of the applicable MIT payment for the following year. This MIT rate will be applicable in January of the following year. On or before March 31 of each year of this lease, Landlord shall provide an itemized statement of the actual MIT expenses incurred by Landlord during the previous calendar year. This itemized statement, and a refund of any overpayment made by Tenant, shall be provided to Tenant on or before such March 31 date. If Tenant has underpaid Tenant's MIT obligations for the year, Tenant shall make payment of the difference between what Tenant paid and what Tenant owed for the previous year, to Landlord within 30 days of receipt of the itemized statement from Landlord. This process of Landlord estimating the MIT expenses and providing an annual itemization and

reconciliation shall occur during each year of the term of this Lease. If the Lease terminates prior to December 31 in any year, the reconciliation and Landlord refund, if any, shall occur within 30 days of the end of the term and Tenant shall pay any additional sums due Landlord within 30 days of receipt of the itemization. Tenant's share of MIT shall be determined by multiplying the total cost of MIT by the percentage which is equal to the total square footage leased by Tenant (13,525 square feet) divided by the rentable square footage of the building which contains the premises (61,340 square feet). Therefore, Tenant's percentage of MIT shall be 22.05%. The sums due under this paragraph shall be deemed rental in addition to the rental provided in the first paragraph of this paragraph 2.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as the Landlord may, from time to time, designate in writing.

Delinquent payments shall draw interest at 12% per annum from the due date, until paid.

C. Paragraph 7 of the Original Lease is hereby stricken, and the following shall be placed in lieu thereof:

7. **UTILITIES AND SERVICES.** Utilities and services serving the Building and the Premises may be separately metered where feasible or allocated by Landlord among tenants based upon reasonable, good-faith methodologies. Such methodologies may include, without limitation, estimated usage, occupancy characteristics, equipment intensity, historical consumption data, square footage, or other equitable factors. Utilities may be billed to Tenant on a budgeted monthly estimate basis, with reconciliation based upon actual costs incurred, consistent with the estimate and annual reconciliation process used for MIT under the Lease.
Tenant shall have the right to reasonably review and discuss the utility allocation methodology with Landlord. Landlord shall consider Tenant feedback in good faith and may adjust allocation methodologies from time to time, provided such methodologies remain commercially reasonable and administratively practical. Notwithstanding the foregoing, utilities attributable to the Expansion Premises shall not be billed prior to April 1, 2026. Prior to such date, Tenant shall remain responsible only for utilities attributable to the Originally Space.

D. Paragraph 8 of the Original Lease is hereby stricken, and the following shall be placed in lieu thereof:

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM - REMOVAL OF FIXTURES.**

(a) **TERMINATION.** This Lease shall terminate upon expiration of the original term; or if this Lease expressly provides for any option to renew, and if any such option is

exercised by the Tenant, then this Lease will terminate at the expiration of the option term or terms.

(b) **OPTION TO PURCHASE.** The Expansion Premises is contained within a 61,340 square foot building (the "Building") on land (the "Land") which collectively is known as 7900 Chavenelle Road, Dubuque, Iowa. Landlord hereby grants to Tenant an option to purchase the Expansion Premises upon expiration of the lease term. In order to exercise this option, Tenant shall, at any time during the term of the Lease, notify Landlord of Tenant's exercise of the option. The purchase price to be paid by Tenant shall be the rent due for the term hereunder plus $1,000.00 paid at closing. The closing on the sale and purchase shall occur within thirty (30) days of the end of the lease term. No rent will accrue between the date of termination of the lease term and closing, but Tenant shall be responsible for payment of all other costs and obligations hereunder during the interim period. Landlord shall provide an abstract of title for the leased premises reflecting merchantable title in Landlord pursuant to Iowa law and Iowa's Land Title Standards. Title shall be conveyed to Tenant free and clear of all liens and encumbrances. Tenant shall take title to the leased premises subject to the terms of the Learning Campus Condominiums Declaration of Submission of Property to Horizontal Regime, recorded on December 5, 2023, and any applicable amendments thereto.

For purposes of calculating the purchase price under the Lease, rent attributable to the Expansion Premises shall be treated consistently with rent attributable to the originally leased premises. Accordingly, if Tenant exercises the option to purchase prior to December 31, 2030, the purchase price shall equal:

(i) all remaining rent due under the Lease through the expiration of the lease term, including any remaining rent attributable to the Expansion Premises, plus

(ii) the additional $1,000 purchase payment required under the Lease.

Upon closing of the purchase pursuant to the Lease, Tenant shall acquire title to the Premises as expanded, including the Expansion Premises. Upon closing of such purchase, the Lease shall terminate and Tenant shall thereafter own the Premises subject to the condominium declaration and related governing documents applicable to the Building.

(c) **SURRENDER.** Tenant agrees that upon the termination of this Lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) shall constitute a month-to-month extension of this lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, provided Tenant repairs any and all damages caused by removal.

E. The following new paragraph 31 is added to the Lease:

31. I**MPROVEMENTS TO EXPANSION PREMISES.** Any alterations or improvements within the Expansion Premises shall be subject to Landlord approval and governed by the alteration provisions of the Lease. Landlord's approval shall not be unreasonably withheld. Except as expressly set forth herein, Landlord shall have no obligation to perform improvements to the Expansion Premises.

2. **EFFECT ON BALANCE OF LEASE**. Except as modified herein, the Lease shall continue to govern the rights and obligations of the parties with respect to the Expansion Premises.

Dubuque Childcare Collaborative, LLC, Landlord

By: Kevin J. Lynch
Its _____

City of Dubuque, Iowa, Tenant

By: _____
_____,

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March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 20.

ITEM TITLE:	Approval of Retail Alcohol Licenses
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. **RESOLUTION** Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Retail Alcohol Licenses
2. Police Chief Staff Memo
3. City Clerk Staff Memo
4. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Phoenix Theatres, 105, 555 John F Kennedy Rd.
- Eagles Club, 1175 Century Dr.
- The Vault Restaurant and Cocktail Lounge, 342 Main St.
- Sportsters Pub and Grill, 2600 Central Ave.
- Noonan's Tap, LLC, 1618 Central Ave.
- Lina's Thai Bistro, 200, 2055 Holliday Dr.
- Lalo's 2, 1091 University Ave.
- L. May Eatery, 1072 Main St.
- The Hub, 253 Main St.
- Bunker Hill Golf Course, 2200 Bunker Hill Rd.
- Loras College Campus Center, 1450 Alta Vista St.
- Monks Kaffee Pub, 373 Bluff St.
- Backpocket Dubuque, 333 East 10th St. Ste. A (Including Taproom & Western Premise).
- McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.

New Applications

- Convivium Hospitality, 2811 Jackson St.
- Dubuque Smoke and Spirits, 2400 Gateway Dr.
- Headquarters, 168 East 10th St.
- Steves Ace Hardware, 200 South Locust St

New Applications Provisional Issuances

- Fuel Express Food Mart, 250 West 1st St.
- Steves Ace Hardware, 3350 John F Kennedy Rd.

DATE: March 11, 2026

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Phoenix Theatres, 105, 555 John F Kennedy Rd., Eagles Club, 1175 Century Dr., The Vault Restaurant and Cocktail Lounge, 342 Main St., Sportsters Pub and Grill, 2600 Central Ave., Noonan's Tap, LLC, 1618 Central Ave., Lina's Thai Bistro, 200, 2055 Holliday Dr., Lalo's 2, 1091 University Ave., L. May Eatery, 1072 Main St., The Hub, 253 Main St., Bunker Hill Golf Course, 2200 Bunker Hill Rd.,

Loras College Campus Center, 1450 Alta Vista St., Monks Kaffee Pub, 373 Bluff St., Backpocket Dubuque, 333 East 10th St. Ste. A (Including Taproom & Western Premise), and McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.

City Clerk Adrienne Breitfelder is recommending City Council approval of the New Applications for: Convivium Hospitality, 2811 Jackson St.; Dubuque Smoke and Spirits, 2400 Gateway Dr.; Headquarters, 168 East 10th St.; and Steves Ace Hardware, 200 South Locust St.; and New Applications Provisional Issuances for: Fuel Express Food Mart, 250 West 1st St.; and Steves Ace Hardware, 3350 John F Kennedy Rd.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

THE CITY OF DUBUQUE
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MEMORANDUM

DATE: **March 6, 2026**

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Phoenix Theatres, 105, 555 John F Kennedy Rd.
- Eagles Club, 1175 Century Dr.
- The Vault Restaurant and Cocktail Lounge, 342 Main St.
- Sportsters Pub and Grill, 2600 Central Ave.
- Noonan's Tap, LLC, 1618 Central Ave.
- Lina's Thai Bistro, 200, 2055 Holliday Dr.
- Lalo's 2, 1091 University Ave.
- L. May Eatery, 1072 Main St.
- The Hub, 253 Main St.
- Bunker Hill Golf Course, 2200 Bunker Hill Rd.
- Loras College Campus Center, 1450 Alta Vista St.
- Monks Kaffee Pub, 373 Bluff St.
- Backpocket Dubuque, 333 East 10th St. Ste. A (Including Taproom & Western Premise).
- McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects

	and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

•Phoenix Theatres, 105, 555 John F. Kenney Rd.
Since the last renewal date there have been 4 calls for service to the establishment. There were 0 disturbances, 1 crime against persons, 2 crimes against property, and 1 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-001189	Assault	Report Taken
25-085881	Theft	Handled by Officer
25-105774	Theft	Handled by Officer
2026-000689	Public Intoxication	Report Taken

•Eagles Club, 1175 Century Dr.
Since the last renewal date there have been 2 calls for service to the establishment. There were 1 disturbance, 0 crimes against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-004689	Disturbance	Report Taken
2025-004643	Criminal Mischief	Report Taken

•The Vault Restaurant and Cocktail Lounge, 342 Main St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•Sportsters Pub & Grill, 2600 Central Ave.
Since the last renewal date there has been 4 calls for service to the establishment. There was 1 disturbance, 2 crimes against persons, 1 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
25-025350	Disturbance	Handled by Officer
25-041098	Assault	Handled by Officer
2025-003477	Assault	Report Taken
2025-005331	Criminal Mischief	Report Taken

•Noonan's Tap, LLC, 1618 Central Ave.
Since the last renewal date there has been 2 calls for service to the establishment. There were 2 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
25-092375	Disturbance	Handled By Officer
26-008685	Disturbance	Handled by Officer

•Lina's Thai Bistro, 200, 2055 Holiday Dr.
Since the last renewal date there has been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
25-092996	Theft	Handled By Officer

•Lalo's 2, 1091 University Ave.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•L. May Eatery, 1072 Main St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•The Hub, 253 Main St.
Since the last renewal date there has been 11 calls for service to the establishment. There were 4 disturbances, 5 crimes against persons, 0 crimes against property, and 2 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-002659	Disturbance	Report Taken
2025-002662	Disturbance	Report Taken
2025-002663	Assault	Report Taken
25-037334	Assault	Handled By Officer
2025-003786	Disturbance	Report Taken
2025-004164	Disturbance	Report Taken
2025-004165	Public Intoxication	Report Taken
2025-004169	Assault	Report Taken
2025-004170	Assault	Report Taken
2025-004952	Public Intoxication	Report Taken
25-101925	Assault	Handled BY Officer

•Bunker Hill Golf Course, 2200 Bunker Hill Rd.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•Loras College Campus Center, 1450 Alta Vista St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Monks Kafee Pub, 373 Bluff St.
Since the last renewal date there has been 2 calls for service to the establishment. There was 1 disturbance, 0 crimes against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
25-012643	Disturbance	Handled By Officer
2025-002058	Criminal Mischief	Report Taken

•Backpocket Dubuque, 33 East 10th St. (Including Taproom & Western Premise)
Since the last renewal date there has been 5 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 5 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-003562	Criminal Mischief	Report Taken
24-041479	Criminal Mischief	Handled by Officer
24-042869	Theft	Handled By Officer
24-053796	Theft	Handled By Officer
2025-004624	Theft	Report Taken

•McAleese Park and Recreation Complex, 1801 Admiral Sheehy Dr.
Since the last renewal date there has been 1 call for service to the establishment. There was 1 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
25-053711	Disturbance	Handled By Officer

RECOMMENDATION:
Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Phoenix Theatres, 105, 555 John F Kennedy Rd.**,** Eagles Club, 1175 Century Dr.**,** The Vault Restaurant and Cocktail Lounge, 342 Main St., Sportsters Pub and Grill, 2600 Central Ave., Noonan's Tap, LLC, 1618 Central Ave., Lina's Thai Bistro, 200, 2055 Holliday Dr., Lalo's 2, 1091 University Ave., L. May Eatery, 1072 Main St., The Hub, 253 Main St., Bunker Hill Golf Course, 2200 Bunker Hill Rd., Loras College Campus Center, 1450 Alta Vista St., Monks Kaffee Pub, 373 Bluff St., Backpocket Dubuque, 333 East 10th St. Ste. A (Including Taproom & Western Premise), and McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.

ACTION REQUESTED
Action requested is for City Council consideration to approve the retail alcohol license. renewals for: Phoenix Theatres, 105, 555 John F Kennedy Rd.**,** Eagles Club, 1175 Century Dr.**,** The Vault Restaurant and Cocktail Lounge, 342 Main St.,
Sportsters Pub and Grill, 2600 Central Ave., Noonan's Tap, LLC, 1618 Central Ave., Lina's Thai Bistro, 200, 2055 Holliday Dr., Lalo's 2, 1091 University Ave., L. May Eatery, 1072 Main St., The Hub, 253 Main St., Bunker Hill Golf Course, 2200 Bunker Hill Rd., Loras College Campus Center, 1450 Alta Vista St., Monks Kaffee Pub, 373 Bluff St., Backpocket Dubuque, 333 East 10th St. Ste. A (Including Taproom % Western Premise), and McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

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

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: March 9, 2026

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications
Convivium Hospitality, 2811 Jackson St.
Dubuque Smoke and Spirits, 2400 Gateway Dr.
Headquarters, 168 East 10th St.
Steves Ace Hardware, 200 South Locust St

New Applications Provisional Issuances
Fuel Express Food Mart, 250 West 1st St.
Steves Ace Hardware, 3350 John F Kennedy Rd.

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the

applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION
I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

WHEREAS, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

WHEREAS, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

WHEREAS, the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Convivium Hospitality	2811 Jackson St.
Dubuque Smoke and Spirits	2400 Gateway Dr.
Headquarters	168 East 10th St.
Steves Ace Hardware	200 South Locust St
Renewals	
Backpocket Dubuque	333 East 10th St. Ste A (Including Taproom & Western Premise)
Bunker Hill Golf Course	2200 Bunker Hill Rd.
Eagles Club	1175 Century Dr.
L. May Eatery	1072 Main St.
Lalo's 2	1091 University Ave.
Lina's Thai Bistro	2055 Holliday Dr. Suite 200
Loras College Campus Center	1450 Alta Vista St.
McAleece Park and Recreation Complex	1801 Admiral Sheehy Dr.
Monks Kaffee Pub	373 Bluff St.
Noonan's Tap, LLC	1618 Central Ave.
Phoenix Theatres	105, 555 John F Kennedy Rd.
Sportsters Pub & Grub	2600 Central Ave.

The Hub	253 Main St.
The Vault restaurant and cocktail lounge	342 Main St.
New Applications Provisional Issuances	
Fuel Express Food Mart	250 West 1st St.
Steves Ace Hardware	3350 John F Kennedy Rd.

Passed, approved, and adopted this 16th day of March 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

CONSENT ITEMS # 21.

ITEM TITLE:	Approval of Retail Tobacco Permit and Device Retailer Permit Applications
SUMMARY:	City Manager recommending City Council approval of retail tobacco permit and device retailer permits as submitted. **RESOLUTION** Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453a.47a and 453e.3
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Retail Tobacco, Tobacco Products, and Device Permit Applications
2. Staff Memo
3. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: March 9, 2026

City Clerk Adrienne Breitfelder is recommending City Council approval of the Retail Tobacco Permits and Device Retailer Permits, as applicable, effective March 17, 2026, and expiring on June 30, 2026, for the following retailer:

Business Name	Business Address	Permit Type
Dubuque Smoke & Spirits	2400 Gateway Dr.	Retail Tobacco

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

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

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: March 4, 2026

Pursuant to Iowa Code §453A.47A, a retail tobacco permit is required for the retail sale of cigarettes, tobacco, alternative nicotine, and vapor products in Iowa. Iowa Code §453E.3 requires a device retailer permit for the retail sale of glass and metal devices in Iowa.

The Iowa Department of Revenue (IDOR) administers the state retail permit process through its online portal. Businesses within city limits submit their applications through this portal, which then routes them to the City Clerk's Office for local review and approval. After the City Council approves the applications, they are routed to IDOR for final approval and issuance of the state permit. All permits expire annually on June 30.

Upon confirmation that the City Clerk's Office has received the completed applications, I recommend approving the Retail Tobacco Permits and Device Retailer Permits, as applicable, effective March 17, 2026, and expiring on June 30, 2026, for the following retailer.

Business Name	Business Address	Permit Type
Dubuque Smoke & Spirits	2400 Gateway Dr.	Retail Tobacco

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL TOBACCO PERMITS AND DEVICE RETAILER PERMITS, AS APPLICABLE AND AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

WHEREAS, pursuant to Iowa Code §453A.47A, a retail tobacco permit is required for the retail sale of cigarettes, tobacco, alternative nicotine, and vapor products in Iowa; and

WHEREAS, pursuant to Iowa Code §453E.3, a device retailer permit is required for the retail sale of glass and metal devices in Iowa; and

WHEREAS, applications for Retail Tobacco Permit and Device Retailer Permit, as applicable, have been submitted and filed with the City Clerk's Office; and

WHEREAS, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

WHEREAS, applications are presented to City Council for approval before they are forwarded to the Iowa Department of Revenue for final issuance.

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

Section 1. The City Clerk's Office is hereby authorized and directed to approve the following named applicants and locations for a Retail Tobacco Permit and Device Retailer Permit, as applicable, effective March 17, 2026, and expiring on June 30, 2026.

Business Name	Business Address	Permit Type
Dubuque Smoke & Spirits	2400 Gateway Dr.	Retail Tobacco

Section 2. The City Clerk's Office shall forward such approvals to the Iowa Department of Revenue for final issuance of said permits.

Passed, approved, and adopted this 16th day of March, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Setting Public Hearing for a Proposed First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for March 23, 2026, at 6:00 PM to consider a First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and Gronen Development, Inc. for the construction of a mixed-use building at the corner of 5th and Main Streets. **RESOLUTION** Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Gronen Development, Inc. Pursuant To A First Amendment To Development Agreement By And Between The City Of Dubuque And Gronen Development, Inc. And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The First Amendment To Development Agreement And Providing For The Publication Of Notice Thereof
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for March 23, 2026

ATTACHMENTS:

1. MVM Memo Setting Public Hearing for a Proposed First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc
2. Staff Memo
3. 1st Amendment
4. Resolution Setting Hearing
5. Notice of Hearing

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting Public Hearing for a Proposed First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.

DATE: March 11, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for March 23, 2026, at 6:00 PM to consider a First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and Gronen Development, Inc. for the construction of a mixed-use building at the corner of 5th and Main Streets.

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 Connors, Economic Development Director

SUBJECT: Setting Public Hearing for a Proposed First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.

DATE: March 3, 2026

INTRODUCTION

This memorandum presents for City Council consideration a resolution that sets a public hearing on the proposed First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Gronen Development, Inc.

BACKGROUND

The City executed a Development Agreement with Gronen Development, Inc. on March 17, 2025 for the development of a mixed-use building at the corner of 5th and Main Streets. The project will provide 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately $24,000,000.

DISCUSSION

Since the execution of the Development Agreement, the Gronen team has worked with City staff and identified an additional small area of land (which we are referring to as the “Notch”) that is required to “square off” the northeast corner of the property. In order for the City to convey that property, a First Amendment to the Development Agreement is required. The Amendment has been prepared in order to allow for the following:

- Adding new land to the project (the “Notch”).
- Establishing easement areas and revocable and irrevocable license areas.
- Imposing new infrastructure, utility, and permitting obligations.
- Establishing required bonding, inspections, and platting procedures.
- Creating mechanisms for early site access.

All other terms and conditions of the original Development Agreement remain unchanged.

RECOMMENDATION

I recommend the City Council adopt the attached resolution setting a public hearing for March 23, 2026 at 6:00 PM to consider the attached First Amendment to Development Agreement for the construction of a mixed-use building at the corner of 5th and Main Streets.

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GRONEN DEVELOPMENT, 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 Gronen Development, Inc. (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated for reference purposes the 17th day of March, 2025 with respect to real estate legally described as:

BLK 17 DUBUQUE DOWNTOWN PLAZA, City of Dubuque, Iowa, as shown on the attached Exhibit A;

(the Initial Property); and

WHEREAS, Developer desires to acquire additional real estate adjoining the Initial Property described as follows:

That portion of the 6th Street right of way as shown on the attached Exhibit A

(the Additional Property); and

WHEREAS, the parties desire to amend the Development Agreement to include the Additional Property in the definition of the Property within the Development Agreement and to otherwise modify the Development Agreement to accommodate the Additional Property; and

WHEREAS, the parties desire to amend the Development Agreement to include additional terms and conditions related to the development contemplated by that Agreement; and

WHEREAS, the parties have reached agreement on the terms of a First Amendment and desire to set forth their agreement regarding the amendment in writing.

THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS HEREIN AND IN THE DEVELOPMENT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. The first Whereas clause is amended to read as follows:

WHEREAS, City is the owner of the following real estate located in the City of Dubuque, County of Dubuque, State of Iowa, consisting of approximately .69 acres:

BLK 17 DUBUQUE DOWNTOWN PLAZA, to include the Additional Property after completion of the platting process

shown on Exhibit A attached hereto (the "Property");

There shall be no additional Purchase Price under Section 1.1 of the Development Agreement for the Additional Property. However, the Developer shall be required to relocate at Developer's sole cost and expense a city utility box located on the Additional Property.

SECTION 2. Section 10.1 is amended to read as follows**:**

10.1 Minimum Improvements. Developer will make a capital investment of approximately Twenty-Four Million Dollars ($24,000,000.00) to improve the Property (the "Minimum Improvements"). The Minimum Improvements include creating eight thousand (8,000) square feet of first-floor commercial space and at least eighty (80) rental residential units. The Minimum Improvements shall also include the following:

(1) Relocating the City-owned lighting controller cabinet from the location on the Additional Property to a location to be mutually agreed upon by City and Developer prior to the relocation. The relocation shall include the lighting controller cabinet and all wiring, conduit and appurtenances associated with that cabinet in such a manner as to ensure its continued operation and functionality following relocation. If the relocation is to private property of the Developer, Developer and City shall agree upon the terms of an Easement Agreement related to location of the utility box and ingress and egress for City related to maintenance, repair and replacement of the utility box, all prior to the closing of the Development Agreement.

(2) City shall coordinate with Mediacom to ensure relocation (removal from the Property) of the Mediacom fiberoptic cable or other lines prior to the date of Closing.

(3) Portions of Developer's project will encroach upon property owned by the City, including City right of way property. City shall grant an irrevocable license for placement of such items on City property.

(a) Those items to be granted an irrevocable license include, but may not be limited to: below ground / building foundation (alley, 5th Street, 6th Street, and Main Street Rights of Way) and above ground building (5th Street and Main Street Rights of Way), structural eyebrows/facia.

(b) Revocable license shall be granted for pedestrian area lighting located on the north façade of the building (to the extent it encroaches onto City property), transformer and meter bank located in the 6th Street right of way and a meter bank located in the alley immediately west of the Initial Property, and protective bollards on the west side of the Building. If City requires relocation of the transformer or meter banks to accommodate a public improvement project, City shall assume the cost of such relocation.

(c) Developer to provide boundary survey grade encroachment exhibits for the Development Agreement to be approved by Council and recorded.

(4) There is located upon the Property an irrigation/water utility, including water pump and associated electric conduit, in the southwest corner of the Property and an existing storm sewer line running through the Property. City agrees to abandon the irrigation/water utility, including water pump and associated electric conduit, and an existing storm sewer line, and Developer agrees to be responsible for removing them at Developer's cost.

(5) Public Improvements. Developer shall construct, at Developer's cost, a new sanitary sewer manhole, storm sewer, storm intakes, pavement, curbing, planter, and landscaping in the 6th Street pedestrian plaza, sidewalk and curbing replacement on the east (Main Street) and south (5th Street) sides of the Property, and repaving of the disturbed areas of the alley adjacent to and west of the Property, consistent with the approved civil project plans, and shall dedicate the Public Improvements to City for ownership and maintenance.

(6) Developer Improvements. Developer shall provide appropriate private lighting improvements on the north façade of the Building to adequately and safely light the 6th street pedestrian plaza area adjacent to the property. City, at its sole discretion, shall review and approve the private lighting design. Developer shall, in perpetuity, own and maintain the private lighting improvements.

SECTION 3. The following Section is hereby added to the Agreement**:**

SECTION 19. PLANS AND PERMITS.

19.1 Developer must obtain and submit to City copies of all applicable permits necessary for the Public Improvements prior to commencing work.

19.2. Developer must obtain all applicable permits and licenses required for working in the City right-of-way, if applicable.

19.3. Developer must submit to City final design plans that meet current City standards, for the Public Improvements prior to commencing work. City will review and approve such plans before work on the Public Improvements commences. If such plans are not approved, City will provide feedback regarding the modifications necessary for approval.

SECTION 4. The following Section is hereby added to the Agreement**:**

SECTION 20. BONDS.

20.1. Developer must obtain a construction bond or other suitable security for one hundred ten percent (110%) of the estimated total construction cost of the Public Improvements.

20.2. Developer must obtain a maintenance bond or other acceptable security for twenty-five percent (25%) of the estimated total construction cost of the Public Improvements. Developer must maintain this maintenance bond for two (2) years after date that the City Council accepts the completed Public Improvements.

SECTION 5. The following Section is hereby added to the Agreement**:**

SECTION 21. INSPECTIONS AND ACCEPTANCE.

21.1. City will inspect the public improvements work throughout its implementation and at its completion to ensure compliance with the approved plans and specifications. Developer must pay to the City an inspection fee in the amount of three percent (3%) of the estimated total construction cost for the public improvements.

21.2. City will conduct a final inspection upon the completion of the Public Improvements. If the inspection establishes that the Public Improvements have been completed in accordance with the approved plans and City requirements and specifications, the Public Improvements will be accepted by City Council, thus starting the two (2) year warranty period.

21.3 Repair of damage to alley. Developer agrees to repair any damage to the adjacent City alley caused by Developer's work at the Property.

SECTION 5. The following Section is hereby added to the Agreement**:**

SECTION 22. AGREEMENT REGARDING PLATTING PROCESS.

22.1 City and Developer agree that there is included within the Property areas

upon which City currently has an easement for public right of way (the "Right of Way Property"), as shown on Exhibit A attached hereto. City shall, at its cost, obtain a survey that separates the Right of Way Property from the balance of the Property and record such survey. The Right of Way Property shall be retained by City at closing. Thereafter or concurrently therewith, Developer shall, at its cost, obtain a survey that vacates the right of way area of the Additional Property in order to create a lot of record which can be deeded to Developer by City. Thereafter or concurrently therewith, Developer shall, at its cost, obtain a survey that incorporates the Additional Property with the Initial Property into one lot, which lot shall be the Property conveyed to Developer by City pursuant to the terms of this Agreement.

SECTION 6. The following Section is hereby added to the Agreement**:**

SECTION 23. SITE ACCESS AGREEMENT.

23.1 The parties agree that if Gronen determines to commence construction work prior to the Closing Date the parties shall enter into a Site Access Agreement , upon terms mutually agreeable to the parties, which Agreement shall allow Developer access to the Property prior to Closing to begin site preparation and construction activities.

SECTION 7. All other terms and conditions of the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

GRONEN DEVELOPMENT, INC.

By: _____
Its _____

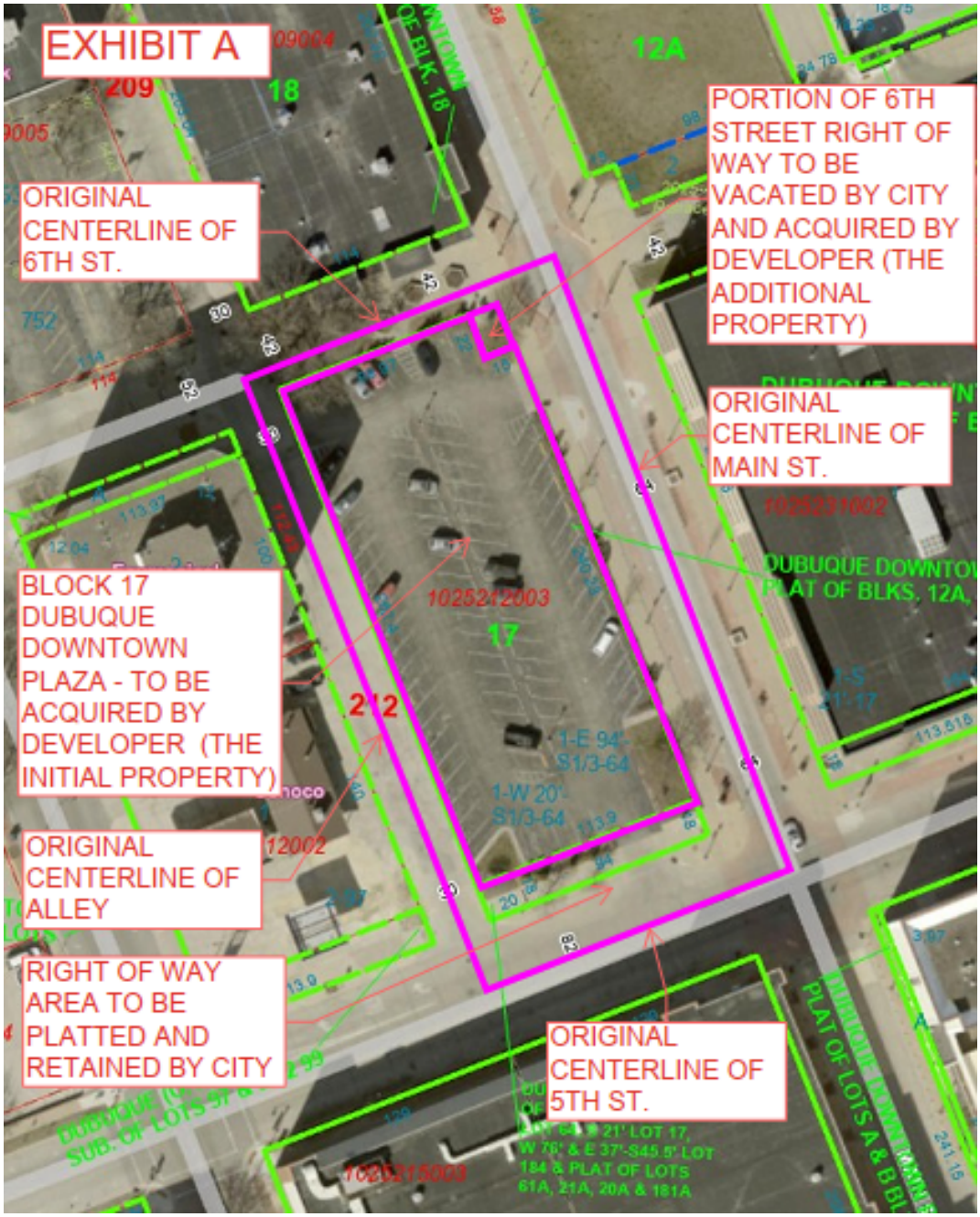
ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

03112026bal

EXHIBIT A

PROPERTY



03112026bal

Prepared by: Jill Connors, Economic Development, 50 W. 13th Street, Dubuque IA 52001, 563 589-4393
Return to: Jill Connors, Economic Development, 50 W. 13th Street, Dubuque IA 52001, 563 589-4393

RESOLUTION NO. ____-26

INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO GRONEN DEVELOPMENT, INC. PURSUANT TO A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND GRONEN DEVELOPMENT, INC. AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE FIRST AMDENDMENT TO DEVELOPMENT AGREEMENT AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

BLK 17 DUBUQUE DOWNTOWN PLAZA, City of Dubuque, Iowa

(the Property)

; and

WHEREAS, City has entered into a Development Agreement with Gronen Development, Inc. for the development of the Property; and

WHEREAS, City is also the owner of the following described real property:

That portion of the 6th Street right of way as shown on the attached Exhibit A

(the Additional Property)

; and

WHEREAS, City, and Gronen Development, Inc. have entered into a First

Amendment to Development Agreement, subject to the approval of the City Council, pursuant to which City will convey the Additional Property to Gronen Development, Inc. which Additional Property will become part of the Property once platted; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the First Amendment to Development Agreement, including the conveyance of the Additional Property to Gronen Development, Inc.; and

WHEREAS, before said First Amendment may be approved, the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described Additional Property by Special Warranty Deed to Gronen Development, Inc. pursuant to the proposed Development Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Additional Property, to be held on the 23rd day of March, 2026 at 6:00 p.m. in the form attached hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of approving the First Amendment to Development Agreement.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Additional Property.

Section 5. That the notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved and adopted this 16th day of March, 2026.

_____

Brad M. Cavanagh, Mayor

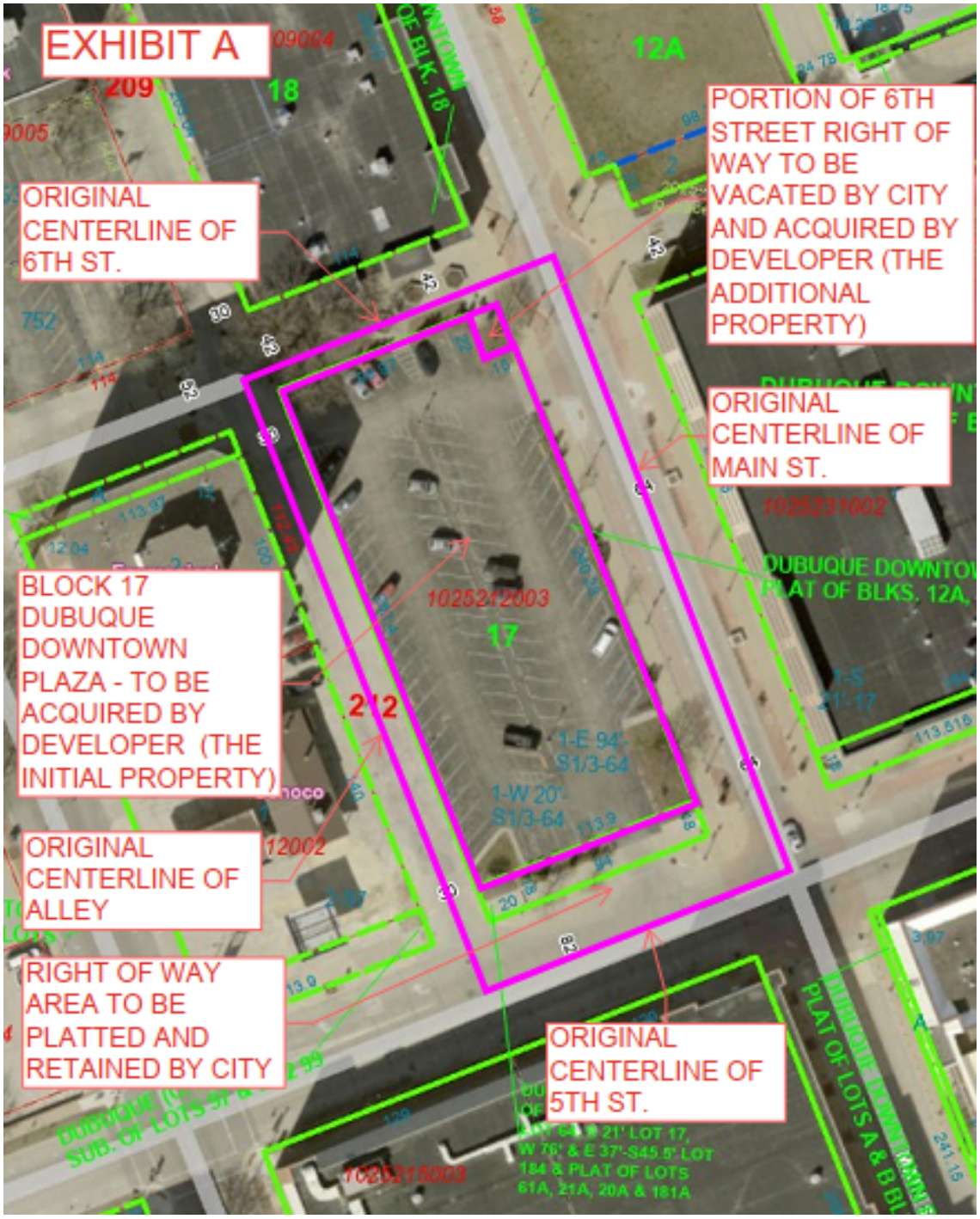
Attest:

_____

Adrienne N. Breitfelder, City Clerk

EXHIBIT A

ADDITIONAL PROPERTY



NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, ON THE APPROVAL OF A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH GRONEN DEVELOPMENT, INC. PROVIDING FOR THE SALE OF CITY-OWNED REAL ESTATE TO GRONEN DEVELOPMENT, INC.

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 23rd day of March, 2026, at 6:00 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the sale of City-owned real estate.

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 16th day of March 2026.

Adrienne N. Breitfelder, CMC, City Clerk

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March 16, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1
SUMMARY:	City Manager recommending City Council approval to set a public hearing on for April 20, 2026, to consider a Resolution of Necessity that finds that an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate **RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.1 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.1 For Said District
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for April 20, 2026

ATTACHMENTS:

1. MVM Memo Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026_1
2. Staff Memo
3. Notice of Hearing
4. Resolution of Necessity
5. Attachment A-1 Map
6. Attachment A-2 Map

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1

DATE: March 11, 2026

Economic Development Director Jill Connors is recommending City Council approval to set a public hearing on for April 20, 2026, to consider a Resolution of Necessity that finds that an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate.

The proposed Amended and Restated Urban Renewal Plan for the District would expand the District to include property to be designated as a new Subarea Y. The expansion of the District to include Subarea Y, which exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road, would allow for future development of currently undeveloped land.

City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1

DATE: March 4, 2026

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for April 20, 2026.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea Y. The expansion of the District to include Subarea Y would allow for future development of currently undeveloped land.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X).

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 Urban Renewal, a Resolution of Necessity must be adopted finding that the area being considered for urban renewal district designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

DISCUSSION

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea Y. The expansion of the District is necessary to encourage future development of the land in Subarea Y. The proposed Subarea Y consists of one parcel of land, which is currently undeveloped.

The proposed Subarea Y exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road. However, the privately-owned land has never been included in the Dubuque Industrial Center Urban Renewal Area. Including Subarea Y in the Urban Renewal Area will allow for and encourage future development of the land. City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

The attached Resolution directs staff to prepare a Version 2026.1 Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. Additionally, staff is required to hold a consultation process, required by law, with the affected taxing entities concerning the proposed Plan.

A City Council public hearing on the 2026.1 Amended and Restated Urban Renewal Plan will be scheduled for April 20, 2026. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

RECOMMENDATION / ACTION STEP

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Economic Development District.

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 20th day of 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 adopting the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Dubuque Industrial Center Economic Development District ("the Area") to expand the Area to create a new Subarea Y, and to update the projects in the Public Purpose Activities.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 16th day of March, 2026.

Adrienne N. Breitfelder, City Clerk

Prepared by Joe Link, Economic Development Financial Specialist, 1300 Main Street, Dubuque, IA 52001, (563) 690-6014
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.1 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.1 FOR SAID DISTRICT.

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Plan be further amended to expand the District by including a new Subarea Y, as shown in Exhibit A-2; and

WHEREAS, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2026.1 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project

activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2026.1 for the Dubuque Industrial Center Economic Development District on April 20, 2026 at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2026.1 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2026.1, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2026.1 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

PASSED, APPROVED and ADOPTED this 16th day of March, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

EXHIBIT A-1
2026.1 Dubuque Industrial Center Economic Development District

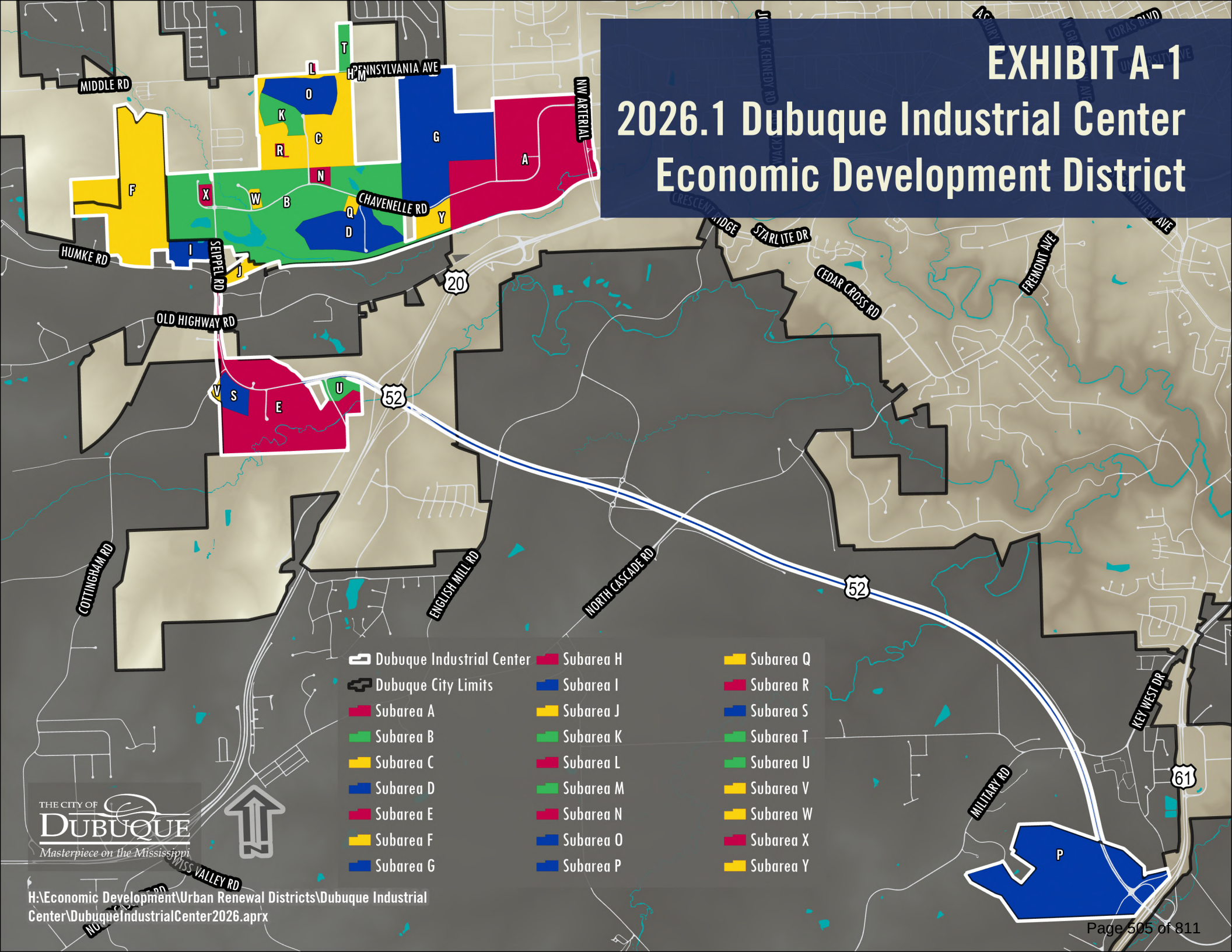
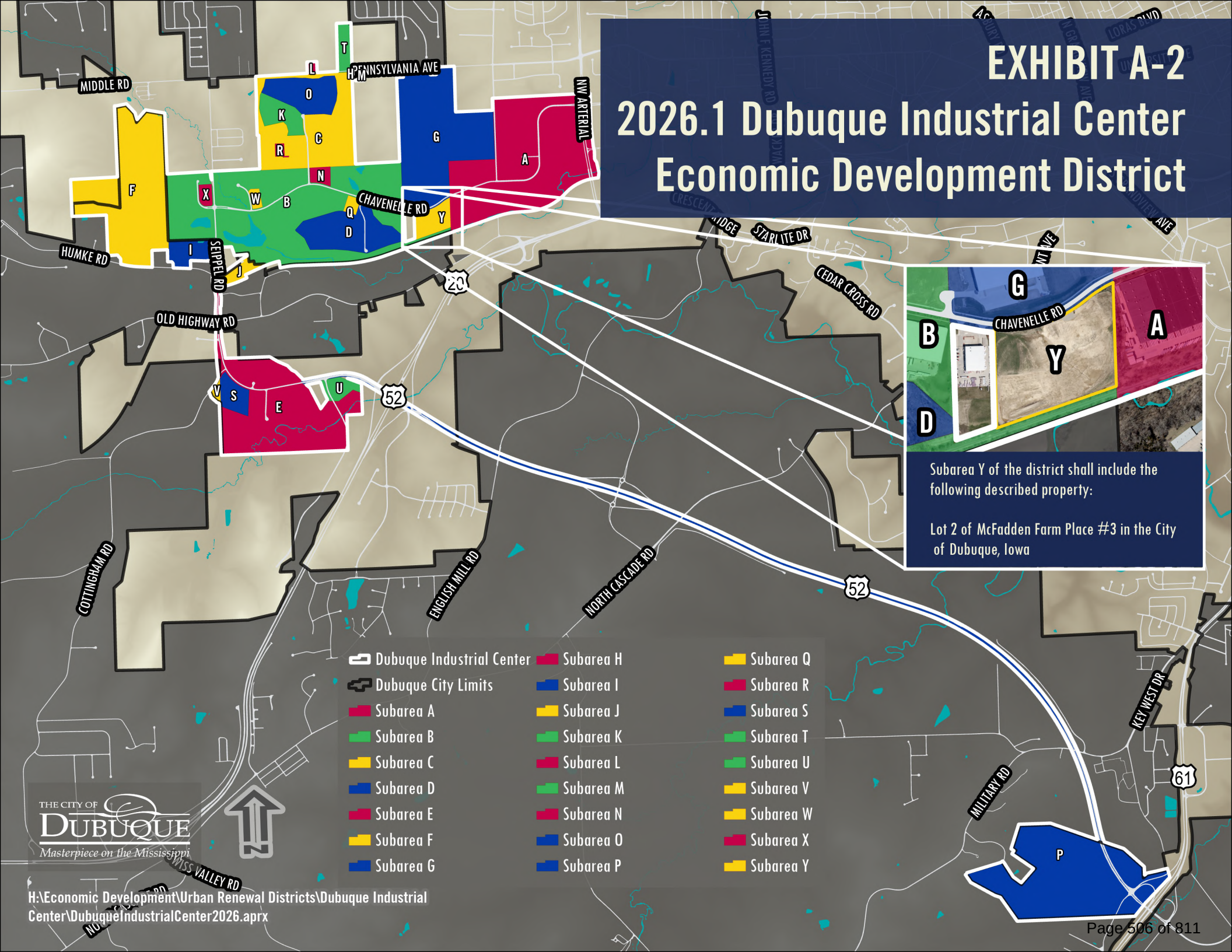


EXHIBIT A-2

2026.1 Dubuque Industrial Center Economic Development District



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City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa For Vacating Petition (Agreement between City of Dubuque and Dubuque Museum of Art)
SUMMARY:	City Manager recommending City Council set a public hearing for April 20, 2026, for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution, and according to the Development Agreement with adjacent property owner Dubuque Museum of Art. **RESOLUTION** (1) Approving The Minimum Requirements, Competitive Criteria, And Offering Procedures For The Development And The Sale Of Certain Real Property And Improvements In The Greater Downtown Urban Renewal District; (2) Determining That The Offer To Purchase Submitted By Dubuque Museum Of Art Satisfies The Offering Requirements With Respect To The Real Property And Declaring The Intent Of The City Council To Approve The Development Agreement And Sale To Dubuque Museum Of Art In The Event That No Competing Proposals Are Submitted; (3) Declaring The Intent To Vacate And Dispose Of Parts Of City Street Right Of Way Being City Lots 623B, 648A, 648B, And Lot 2 Of Woodward Place, In The City Of Dubuque, Iowa, To Be Known City Lots 648C, 648D, AND LOT 1B AND 2A Of Woodward Place, In The City Of Dubuque, Iowa And (4) Soliciting Competing Proposals
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for April 20, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way DUMA
2. 1 duma row vacate memo set PH 03092026
3. 2 30 day disposition Resolution Setting Public Hearing duma 03112026 bal2

4. 3 duma vacate plat signed
5. 4 DUMA DA fully executed

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 11, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing for April 20, 2026, for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution, and according to the Development Agreement with adjacent property owner Dubuque Museum of Art.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 10, 2026

INTRODUCTION

This is in response to a request from property owner Dubuque Museum of Art (DUMA) for the vacating of portions of the West 7th Street and Bluff Street right of way and 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, said right of way areas are legally described as City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, adjacent to the DUMA property in the City of Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into a tentative agreement (see fully executed agreement attached) with DUMA for the sale of City owned property in order to accommodate the construction of the proposed Dubuque Museum of Art building and campus improvements. As part of that tentative agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

At its March 2, 2026 meeting, the City Council approved the plat and accepted the dedication of the streets and alley right of ways in and around the DUMA block, from DUMA and Cottingham and Butler Daycare, and is now fee owner of those right of way areas. The attached plat shows the portions of those street and alley right of way areas proposed to be vacated and conveyed back to DUMA. The portions of the street and alley right of way areas to be vacated are to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa. The street and alley right of way areas to be vacated need to be platted. Buesing and Associates, Inc. has prepared the attached vacation plat.

The portions of the street and alley right of way areas to be vacated and disposed of are located in the Greater Downtown Urban Renewal District. Per the adopted Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, the disposition of properties for private development purposes in the district requires special competitive bidding procedures, which would apply to the subject street and alley right of way areas. The accompanying resolution and notice document has been prepared to applicable public notice and disposition requirements.

RECOMMENDATION

I am recommending that a public hearing should be held on April 20, 2026, for the vacation of and disposal of city interest in the alley right of way property.

ACTION TO BE TAKEN

I respectfully request that the City Council set a public hearing for April 20, 2026 for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Barry A. Lindahl 300 Main Street Dubuque IA 52001 563 583-4113

OFFICIAL NOTICE

RESOLUTION NO. _____-26

RESOLUTION (1) APPROVING THE MINIMUM REQUIREMENTS, COMPETITIVE CRITERIA, AND OFFERING PROCEDURES FOR THE DEVELOPMENT AND THE SALE OF CERTAIN REAL PROPERTY AND IMPROVEMENTS IN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT; (2) DETERMINING THAT THE OFFER TO PURCHASE SUBMITTED BY DUBUQUE MUSEUM OF ART SATISFIES THE OFFERING REQUIREMENTS WITH RESPECT TO THE REAL PROPERTY AND DECLARING THE INTENT OF THE CITY COUNCIL TO APPROVE THE DEVELOPMENT AGREEMENT AND SALE TO DUBUQUE MUSEUM OF ART IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; (3) DECLARING THE INTENT TO VACATE AND DISPOSE OF PARTS OF CITY STREET RIGHT OF WAY BEING CITY LOTS 623B, 648A, 648B, AND LOT 2 OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN CITY LOTS 648C, 648D, AND LOT 1B AND 2A OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA AND (4) SOLICITING COMPETING PROPOSALS;

Whereas, the City Council of Dubuque, Iowa, did on April 21, 2025 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes as a proposed economic development action; and

Whereas, Dubuque Museum of Art ("Developer") has submitted to the City a proposal in the form of an agreement(the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes the Developer will undertake the redevelopment of the Dubuque Museum of Art campus at 701 Locust Street as described therein, which Property is the real estate consisting of approximately 0.200 acres in total of street and alley right of way as shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and which Development

Agreement requests that this Property be made available for sale as rapidly as possible; and

Whereas, Developer has requested the vacation of portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and the conveyance of said Property to Developer per said Development Agreement; and

Whereas, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Iowa Code Chapter 403, specifically, Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements and minimum requirements and competitive criteria for the Property offering is included herein; and

Whereas, said Developer has signed a Development Agreement with the City, currently on file at the Office of the City Clerk; and

Whereas, to recognize both the firm proposal for sale of the Property and improvements already received by the City in the form of the Development Agreement, as described above, and to give full and fair opportunity to other developers interested in submitting a proposal for the sale and development of the Property, this Council should by this Resolution:

1) Set the fair market value of the Property for uses in accordance with the Plan;

2) Approve the minimum requirements and competitive criteria included herein;

3) Approve as to form the Development Agreement;

4) Set a date for receipt of competing proposals and the opening thereof;

5) Declare that the proposal submitted by Developer satisfies the minimum requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City Council intends to accept such proposal and authorize the City Manager to sign the Development Agreement;

6) Approve and direct publication of a notice to advise any other person of the opportunity to compete for sale of the Property on the terms and conditions set forth herein; and

7) Declare that in the event another qualified proposal is timely submitted and accepted, another and future notice will be published on the intent of the City to enter into the resulting contract, as required by law;

and

Whereas, the City Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to sell the Property as set forth herein; and

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated February 18, 2026 prepared by Buesing and Associates, Inc., showing the proposed vacated portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa ; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That upon approval of vacation, the Property shown on Exhibit A attached hereto, shall be offered for sale in accordance with the terms and conditions contained in this Resolution.

Section 2. That it is hereby determined that in order to qualify for consideration for selection, any person must submit a proposal which meets these minimum requirements:

1) Contains an agreement to purchase the Property, shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, at not less than good and valuable consideration;

2) States the redeveloped property will be used as community health and related office facilities;

3) Sets out or provides to the satisfaction of the City Council the experience of the principals and key staff who are directly engaged in the performance of contract obligations in carrying out projects of similar scale and character; and

4) Meets, at a minimum, the terms and conditions of the Development Agreement submitted by the Developer.

Section 3. That the Development Agreement by and between the City and the Developer was tentatively approved via City Council resolution No. 58-26 for the purposes hereinafter stated.

Section 4. That for the purpose of defining the offering of the Property for sale, said Development Agreement shall be deemed to be illustrative of the terms acceptable to the City with respect to:

1) Developer and City obligations; and

2) General terms and conditions.

Section 5. That the Development Agreement submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, that the City Council intends to accept and approve the Development Agreement.

Section 6. That it is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to purchase the Property shown on Exhibit A and to construct, manage and operate the site in the manner proposed by this offering in accordance with the Plan.

Section 7. That the City Clerk shall receive and retain for public examination the attached Development Agreement submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the Development Agreement to the City Council for final approval and execution upon expiration of the notice hereinafter prescribed.

Section 8. That the action of the City Council be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to purchase the Property shown on Exhibit A and to approve the Development Agreement by and between City and Developer.

Section 9. That the official notice of this offering and of the intent of the City, in the event no other qualified proposals are timely submitted, to approve the Development Agreement, shall be a true copy of this Resolution, but without the attachments referred to herein.

Section 10. That the City Clerk is authorized and directed to secure immediate publication of said official notice in the Telegraph Herald, a newspaper having a general circulation in the community, by publication of the text of this Resolution on or before the 20th day of March, 2026.

Section 11. That written proposals for the sale of the Property shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, will be received by the City Clerk at or before 10:00 a.m., April 20, 2026, in the Office of the City Clerk, located on the first floor at City Hall, 50 West 13th Street, Dubuque, Iowa 52001. Each proposal will be opened at the hour of 10:00 a.m. in City Hall, Dubuque, Iowa on April 20, 2026. Said proposals will then be presented to the City Council at 6:30 p.m., (same date as opening), 2026, at a meeting to be held in the City Council Chambers, Historic Federal Building at 350 West 6th Street, Dubuque, Iowa.

Section 12. That the method of offering the Property for sale as set forth herein is in substantial conformance with the provisions of Iowa Code Section 403.8, requiring reasonable competitive bidding procedures as are hereby prescribed and "fair value."

Section 13. That the required documents for the submission of a proposal shall be in substantial conformity with the provisions of this Resolution.

Section 14. That the City Clerk is hereby nominated and appointed as the agent of the City of Dubuque, Iowa to receive proposals for the sale of the Property on that date and according to the procedure hereinabove specified for receipt of such proposals and to proceed at such time to formally acknowledge receipt of each of such proposal by noting the receipt of same in the Minutes of the Council; that the City Manager is hereby authorized and directed to make preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove. For each proposal that satisfies these requirements, the City Council shall judge the strength of the proposal by the competitive criteria established hereinabove. The City Council shall then make the final evaluation and selection of the proposals.

Section 15. If, and only if, competing proposals are received and determined by the Council to meet the minimum requirements described herein, the Developer shall be allowed to amend its proposal in response thereto and to deliver same to the City Manager, by no later than a date determined by the City Council. In such event, the Council shall schedule a subsequent meeting to be held by the City Manager at which there shall be a bid-off conducted by the City Manager. During such bid-off, each competing bidder shall bid against the other, starting with the second proposal received and continuing until such time as each bidder shall decline to improve its proposal to acquire and redevelop the Property shown on Exhibit A in response to the last bid of the other bidder or bidders. The period of time to be allowed for such bid-off shall be determined by the City Manager. The rules of such bid-off shall be as determined by the City Manager at or before such bid-off period and shall be absolute.

Section 16. That in the event another qualified proposal is timely submitted and accepted by the City, another and further notice shall be published of the intent of the City of Dubuque, Iowa, to enter into the resulting agreement, as required by law.

Section 17. That the City of Dubuque intends to vacate City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa.

Section 18. That a public hearing, and/or by virtual means, on the intent to vacate City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, is hereby set for the 20th day of April, 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 16th day of March, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

EXHIBIT A

THE PROPERTY

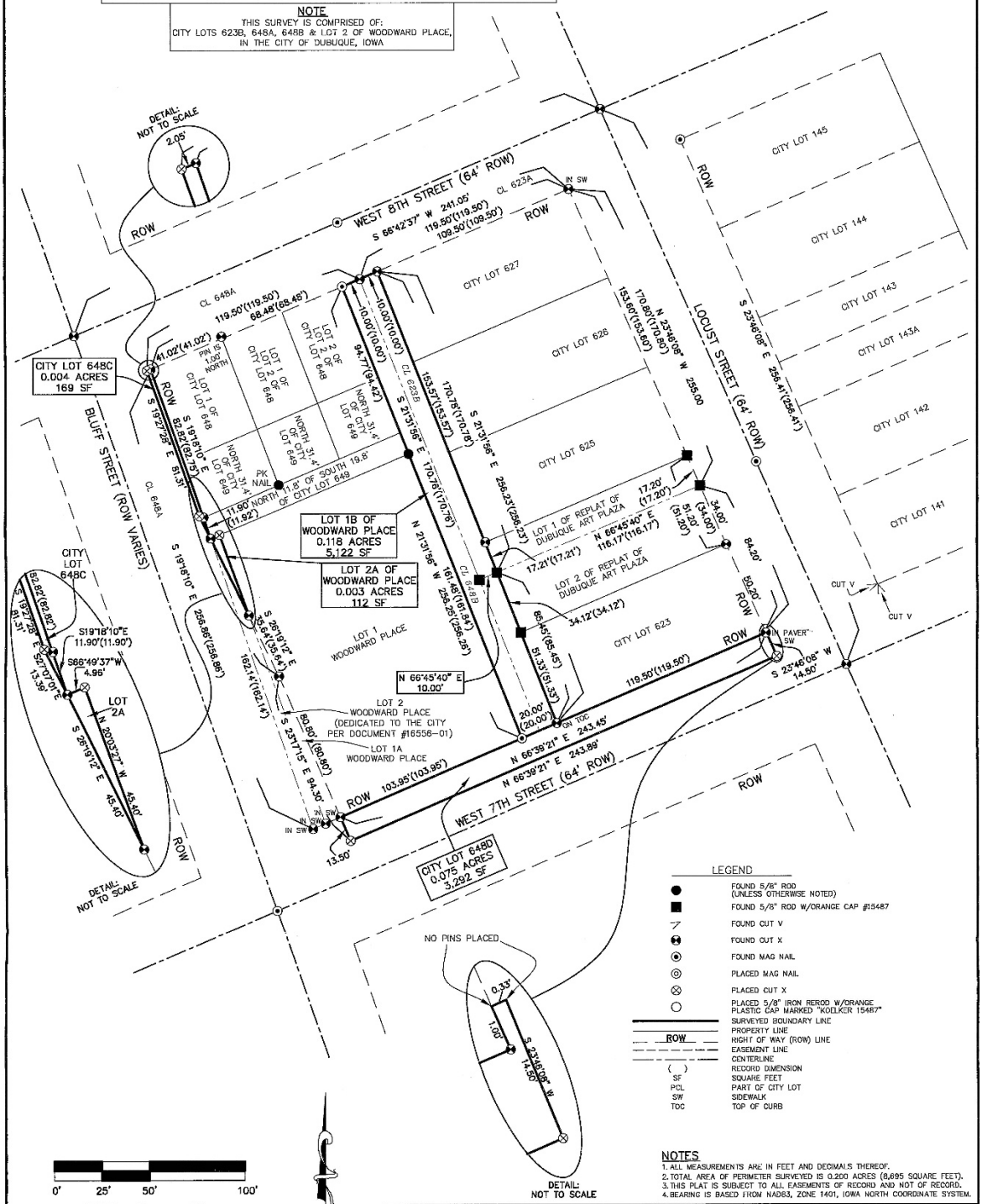
Plat of Survey (Vacation) of:
CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE
in the City of Dubuque, Iowa

INDEX LEGEND

Location: City Lots 648C, 648D, and Lot 1B & 2A 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 City Lot 623B, 648A, 648B, & Lot 2 of Woodward Place:
City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker - tlkoelker@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:
CITY LOTS 623B, 648A, 648B & LOT 2 OF WOODWARD PLACE,
IN THE CITY OF DUBUQUE, IOWA



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
	PROPERTY 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

0' 25' 50' 100'
SCALE: 1" = 50'

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.200 ACRES (8,695 SQUARE FEET).
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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

2/12/26
(DATE)
TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026
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 & JJL	CHECKED BY: TLK
SURVEY DATE: 3/02/2023	PLOT DATE: 02/10/2026
DWG. NO. 25197-01 VAC	SCALE: 1" = 50'

SHEET 1 OF 5

Plat of Survey (Vacation) of:
CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE
in the City of Dubuque, Iowa

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

INDEX LEGEND

Location: City Lots 648C, 648D, and Lot 1B & 2A 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 City Lot 623B, 648A, 648B, & Lot 2 of Woodward Place:
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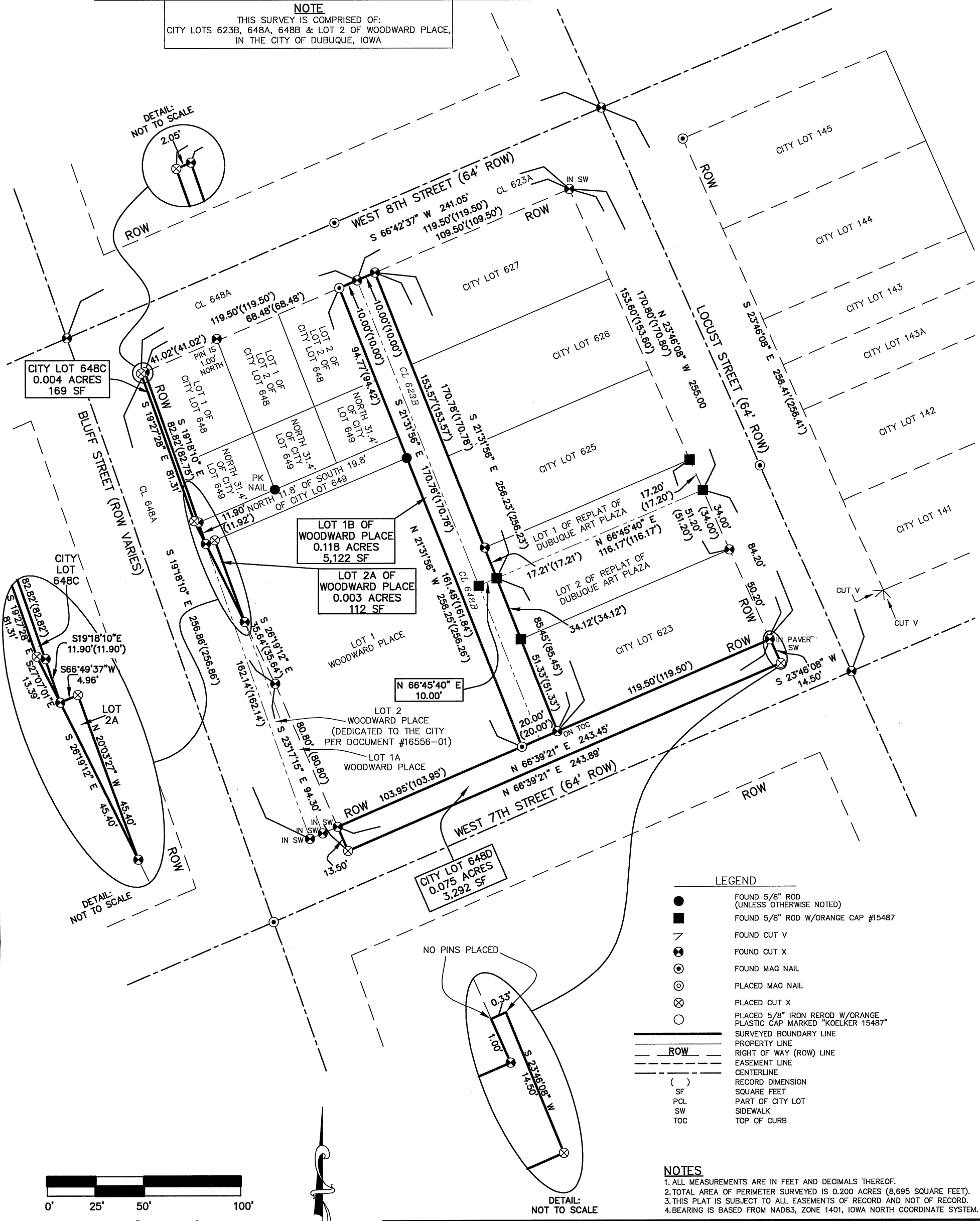
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556-4389
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

NOTE

THIS SURVEY IS COMPRISED OF:
CITY LOTS 623B, 648A, 648B & LOT 2 OF WOODWARD PLACE,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

●	FOUND 5/8" ROD (UNLESS OTHERWISE NOTED)
■	FOUND 5/8" ROD W/ORANGE CAP #15487
7	FOUND CUT V
⊗	FOUND CUT X
⊙	FOUND MAG NAIL
◎	PLACED MAG NAIL
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○	PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
━━	SURVEYED BOUNDARY LINE
──	PROPERTY 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

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.200 ACRES (8,695 SQUARE FEET).
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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

2/18/26
(DATE)

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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 & JJL	CHECKED BY: TLK
SURVEY DATE: 3/02/2023	PLOT DATE: 02/10/2026
DWG. NO. 25197-01 VAC	SCALE: 1" = 50'

SHEET 1 OF 5

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:

City Lots 623B, 648A, 648B, & Lot 2 of Woodward Place, 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 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** in the City of Dubuque, Iowa. Total area of **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** is 0.200 acres (8,695 square feet). Total area of **CITY LOTS 648C** is 0.004 acres (169 square feet). Total area of **CITY LOT 648D** is 0.075 acres (3,292 square feet). Total area of **LOT 1B OF WOODWARD PLACE** is 0.118 acres (5,122 square feet). Total area of **LOT 2A OF WOODWARD PLACE** is 0.003 acres (112 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: 12/31/26

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 said real estate. **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa to be vacated.

_____
Mayor of the City of Dubuque, IA

_____
Acting Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this_____day of_____, A.D. 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh is the Mayor and Adrienne N. Breitfelder is the Acting Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad Cavanagh and Adrienne N. Breitfelder that the above instrument was signed on behalf of said Corporation by authority of its Board of Directors, and that said Brad Cavanagh is the Mayor and Adrienne N. Breitfelder is the Acting Clerk for the City of Dubuque, Iowa 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

City of Dubuque Planning Services

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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, is the Mayor and Adrienne N. Breitfelder is the Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa, on _____ as resolution # _____ 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A 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 (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

_____
Dubuque County Recorder

Copyrighted
March 2, 2026

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
SUGGUESTED 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 duma c&b da agreements 02192026
3. 2 Resolution approving duma c&b da agreements 02192026
4. 3 DUMA DA signed by DUMA 02202026 binder
5. 4 CBDC City Alley Vacate Agreement CB executed 02202026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: 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 it 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

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. 58-26

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, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder

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 13th 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

Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa

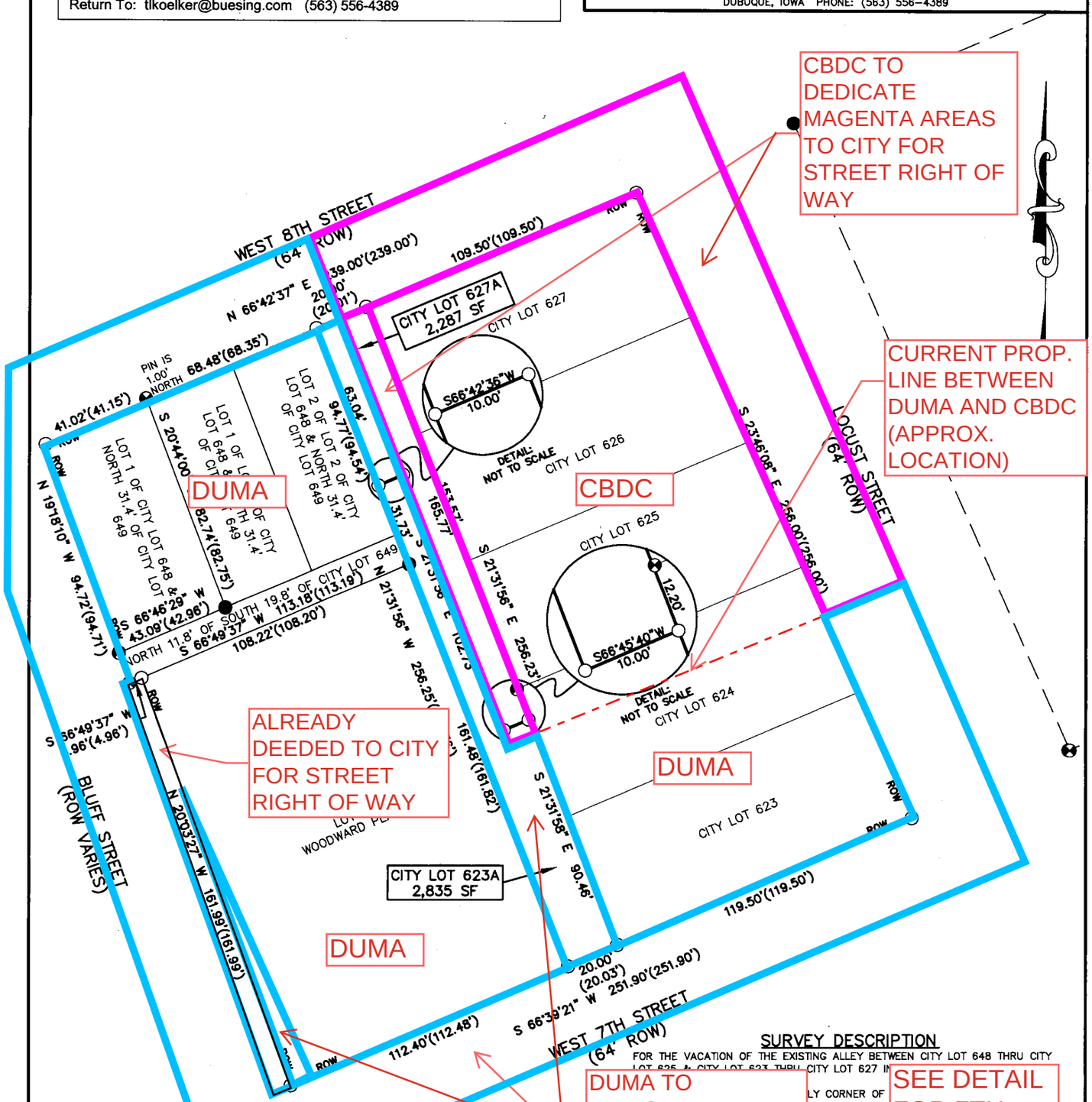
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 1

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
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



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
LY CORNER OF
VA, ALSO BEING
; THENCE SOUT
7, 626, 625 62
ERLY CORNER O
TH STREET; THE
F 20.00 FEET T
THENCE NORTH
EAST LINE OF C
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

LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND CUT X (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW — RIGHT OF WAY LINE
- IP — IRON PIPE
- SF — SQUARE FEET
- ( ) — RECORD DIMENSION

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5,122 SF.
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.

0' 25' 50' 100'
SCALE: 1" = 50'

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

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

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
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FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

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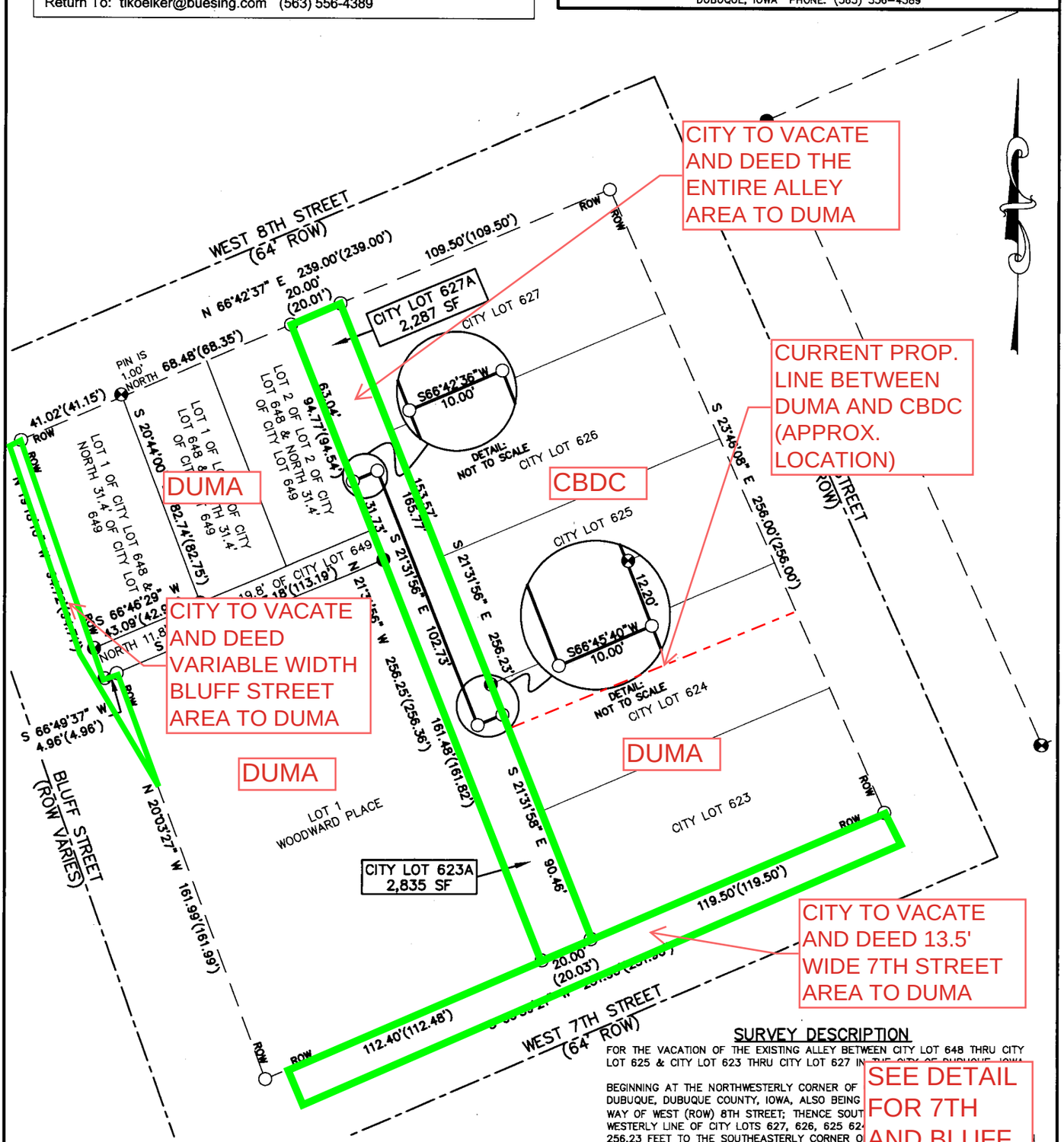

SURVEY DESCRIPTION

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

BEGINNING AT THE NORTHWESTERLY CORNER OF DUBUQUE, DUBUQUE COUNTY, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOUT WESTERLY LINE OF CITY LOTS 627, 626, 625 62 256.23 FEET TO THE SOUTHEASTERLY CORNER O THE NORTHERLY ROW OF WEST 7TH STREET; THE ALONG SAID ROW, A DISTANCE OF 20.00 FEET T OF LOT 1 OF WOODWARD PLACE; THENCE NORTH EAST LINE SAID LOT 1 AND THE EAST LINE OF C 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

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ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
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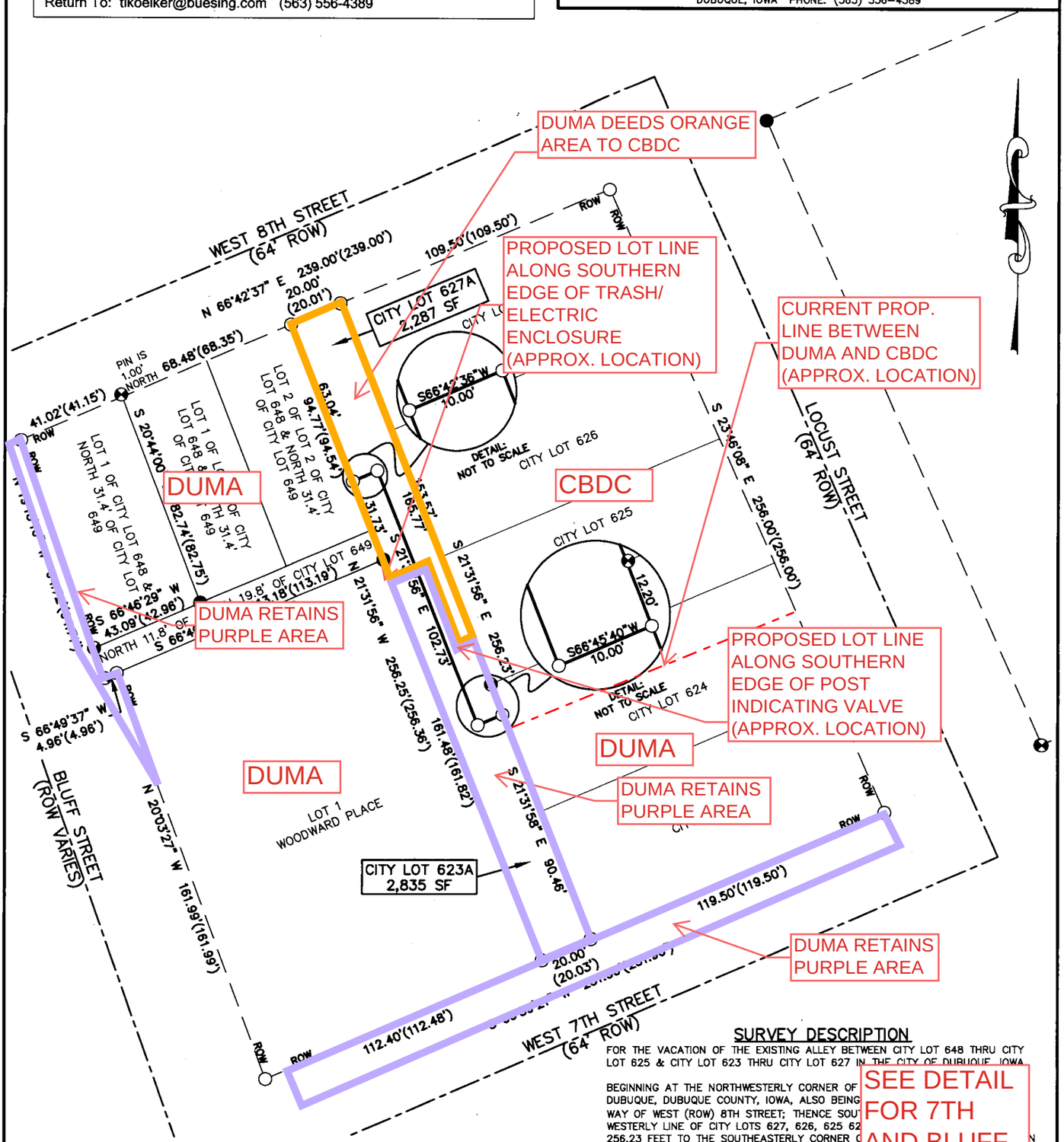

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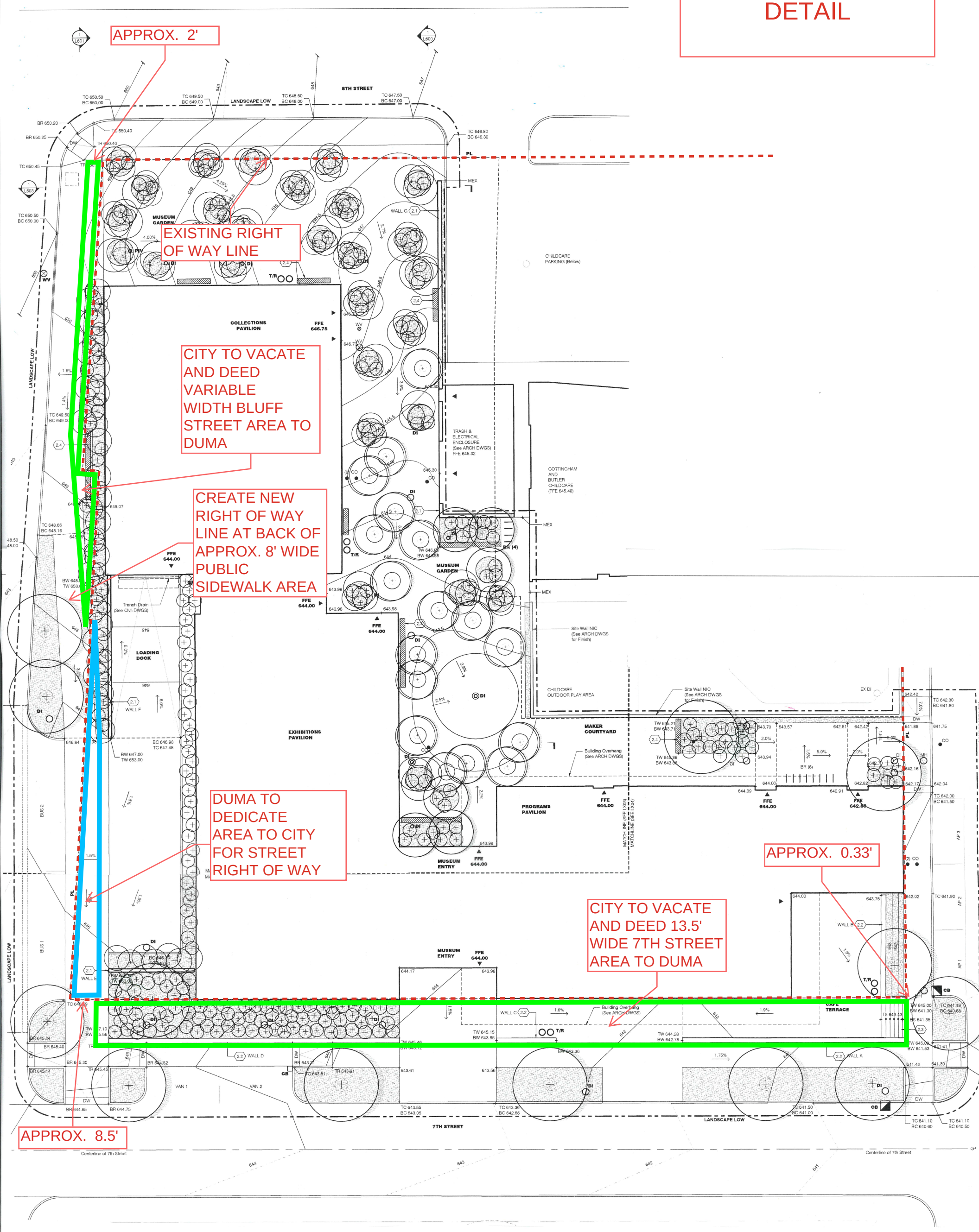
SHEET 1 OF 3

EXHIBIT A PAGE 4 BLUFF AND 7TH STREET AREA DETAIL



IOWA ONE CALL SM

CALL BEFORE DIGGING

EXHIBIT B
PRIVATE UTILITY EASEMENTS

LOCUST STREET

8TH STREET

27TH STREET

BLUFF STREET

WASHINGTON PARK

PROGRAMS PAVILION
FFE=644.00

EXHIBITIONS PAVILION
FFE=644.00

MECHANICAL ROOMS
FFE=646.75

COLLECTIONS PAVILION
FFE=644.00

SANITARY CLEANOUT
INV=635.88

STORM JUNCTION
15" INV IN=637.37
15" INV OUT=637.28
4" SANITARY SEWER
37.9 LF @ 7.09%

6" SANITARY SEWER
40.2 LF @ 7.09%

6"x6" WYE
INV=633.19
6"x6" TEE
INV=631.44

15" STORM SEWER
38.1 LF @ 0.50%

CONNECT TO EXISTING
WITH WYE FITTING
INV=629.79 F.V.

CONNECT TO EXISTING
STORM INLET
12" INV IN (EXIST)=636.93
15" INV OUT (EXIST)=636.69
15" INV IN=636.79

STORM JUNCTION
15" INV OUT =636.82
15" INV IN=636.92

6" SANITARY SEWER
10.4 LF @ 10.00%
8" STORM SEWER
5.5 LF @ 50.5%
8" STORM SEWER SERVICE
INV=640.50

DOUBLE SWEEP
CLEANOUT
4" SAN. SEWER SVC
INV=634.23

15" STORM SEWER
33.9 LF @ 0.50%

15" STORM SEWER
8.8 LF @ 0.50%

STORM JUNCTION
15" INV IN=637.52
15" INV OUT=637.42

**DO NOT ABANDON
EXISTING STORM UNTIL
PROPOSED STORM
SYSTEM IS INSTALLED
TO THIS JUNCTION

15" STORM SEWER
135.4 LF @ 0.50%

4" SANITARY SEWER
79.5 LF @1.00%

SANITARY CLEANOUT
INV=636.63

4" SANITARY SEWER
74.7 LF @ 1.00%

SANITARY CLEANOUT
INV=638.19

STORM AREA INLET
8" INV IN=639.02
12" INV IN=638.95
12" INV OUT=638.85

4" SANITARY SEWER
25.6 LF @ 1.00%

20.6 LF 8" STORM
@ 8.74%

4" SANITARY SEWER
80.4 LF @ 1.00%

12" STORM SEWER
41.9 LF @ 0.50%

12" STORM SEWER
38.6 LF @ 0.50%

STORM AREA INLET
12" INV IN=638.74
6" INV IN=639.14
12" INV OUT=638.64

6" STORM SEWER
3.6 LF @ 42.37%

6" STORM SEWER SERVICE
INV AT BUILDING=640.75

SANITARY CLEANOUT
INV=637.38

STORM AREA INLET
12" INV IN=638.45
15" INV OUT=638.20

10" STORM SEWER
25.7 LF @ 0.50%

10" STORM SEWER SERVICE
INV AT BUILDING=638.50

4" FIRE SERVICE

2" DOMESTIC SERVICE

8" STORM SEWER SERVICE
INV AT BUILDING=640.75

DOUBLE SWEEP CLEANOUT
INV=638.45

4" SANITARY SEWER SERVICE
INV AT BUILDING=638.50

PROPOSED GAS METER

4" DIP WITH NITRILE GASKETS FIRE SERVICE

2" TYPE K COPPER DOMESTIC SERVICE

PROPOSED IMON
FIBER OPTIC SERVICE

4" PIV

2" SHUT OFF

TRENCH DRAIN
12" STORM SEWER
INV OUT = 638.96

TRENCH DRAIN
SLOPE BOTTOM TO
CENTER OUTLET
1.00% MIN

12" STORM SEWER
130.2 LF @ 0.50%

4" COMBINED WATER SERVICE

4" TAPPING VALVE

CONNECT TO EXITING 12"
LIVE TAP BY CITY OF DUBUQUE

REMOVE EXISTING SERVICE TO CORP STOP

CONNECT SERVICE TO EXISTING
MAIN ON WEST SIDE OF BLUFF ST

EXPOSE NEWLY INSTALLED IMON/CITY
FIBER OPTIC CONDUIT PRIOR TO
TAPPING WATER MAIN. COORDINATE
TO ENSURE WATER SERVICE
CROSSES UNDER CONDUIT AND
MAINTAINS MINIMUM OF 5.5' COVER.

12" STORM SEWER
55.9 LF @ 0.50%

STORM JUNCTION
12" INV IN=637.75
12" INV OUT=637.65

12" STORM SEWER
35.5 LF @ 0.50%

STORM JUNCTION
12" INV IN=638.03
12" INV OUT=637.93

12" STORM SEWER
35.3 LF @ 0.50%

STORM JUNCTION
12" INV IN=638.31
12" INV OUT=638.21

STORM JUNCTION
12" INV IN=637.37
12" INV OUT=637.27

CONNECT TO EXISTING
STORM INLET
15" INV OUT (EXIST)=636.40
12" INV IN=636.65

12" STORM SEWER
6.0 LF @ 0.50%

STORM JUNCTION
12" INV IN=636.76
12" INV OUT=636.68

12" STORM SEWER
97.5 LF @ 0.50%

STORM CATCH BASIN
GRATE = 642.74

STORM CATCH BASIN
GRATE = 639.30
FLOUT (N) 15" = 639.49

STORM CATCH BASIN
GRATE = 643.09
FLOUT (S) 15" = 639.94

STORM MANHOLE
RIM = 645.48
FL = 633.94

SANITARY MANHOLE
RIM = 646.27
FLIN (N) = 636.92
FLOUT (S) = 636.86

STORM CATCH BASIN
GRATE = 649.29
FLOUT (E) 15" = 645.62

SANITARY MANHOLE
RIM = 651.77
FLIN (N) = 641.
FLOUT (S) =

SANITARY MANHOLE
RIM = 640.37
FLIN (E) = 629.35
FLOUT (N) = 629.20

STORM CATCH BASIN
GRATE = 641.04
FLIN (W) 12" = 636.93
FLOUT (S) 15" = 636.69

STORM MANHOLE
RIM = 640.32
FLOUT (W) = 635.81

STORM CATCH BASIN
GRATE = 640.38
FLIN (N) 15" = 636.10
FLOUT (S) = 635.08

STORM CATCH BASIN
GRATE = 640.48
FLOUT (S) 15" = 636.40

FIRE HYDRANT
ARROW = 643.71

SANITARY MANHOLE
RIM = 642.49
FLIN (N) = 634.
FLOUT (S) = 634.11

12"WM

SCALE 36X48: 1" = 10'

Architect
SCHULHOF RASHIDI ARCHITECTS, LLP
E info@schulhofrashidi.com
T 563.274.8002

Associate Architect
bnim
BNIM Architects
317 South Avenue, Suite 100, Des Moines IA 50309
515.9214.0462 | 816.700.5001

Civil Engineer
DUESING & Associates, Inc.
ENGINEERS & SURVEYORS

30% CONSTRUCTION DOCUMENTS (INTERNAL)

JULY 11, 2025

REVISIONS

NOT FOR CONSTRUCTION

DUBUQUE MUSEUM OF ART
701 LOCUST ST

DWN BY: PJN

SCALE: 1"=10' (E SIZE)

SITE UTILITY PLAN

C3.00

Copyrighted
March 16, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Appointments

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

Civil Service Commission
Iowa Code §400.1 requires publication of the name(s) of person(s) selected by the Mayor for appointment to the Civil Service Commission no less than thirty days prior to a vote by the city council. Mayoral selection of appointments occurred at the February 2, 2026, city council meeting with the vote on appointments to occur at the March 16, 2026, city council meeting.
One, 4-Year Term through April 6, 2030 (Expiring term of Crabill)
Applicant Selected for Appointment by the Mayor
Randall Ludowitz, 867 Barbaralee Dr.

Remaining Applicants
Colleen McKenna, 1360 Mount Pleasant St.
Brian Neises, 1841 Phyllrich Dr.
Tom Parker, 2743 Mineral St.
Darcy VanOstrand, 1222 Lincoln Ave.

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 March 25, 2031 (Expiring term of Loeffelholz)
Applicant:

Ben Loeffelholz, 3180 Keokuk Ct.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview Sheet
2. Civil Service Commission Applicants
3. Housing Commission Applicant
4. Long Range Planning Advisory Commission Applicant
5. Zoning Board of Adjustment Applicant
6. Details and Openings
7. Proof of Publication - Civil Service Appointment

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, March 16, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

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Remaining Applicants

- Colleen McKenna, 1360 Mount Pleasant St.
- Brian Neises, 1841 Phyllrich Dr.
- Tom Parker, 2743 Mineral St.
- Darcy VanOstrand, 1222 Lincoln Ave.

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.

CHAPTER 2

CIVIL SERVICE COMMISSION

SECTION:

2-2-1: Commission Created

2-2-2: Purpose

2-2-3: Internal Organization And Rules

2-2-4: Procedures For Operation

2-2-5: Membership

2-2-6: Oath

2-2-7: Terms

2-2-8: Vacancies

2-2-9: Officers/Organization

2-2-10: Meetings

2-2-11: Compensation

2-2-12: Removal

2-2-13: Powers

2-2-14: City Council To Furnish Meeting Room, Equipment, Recorder

2-2-15: Record Of Meetings And Personnel

2-2-16: Examination Of Applicants

2-2-17: Conduct Of Examinations; Certification Of Qualified Persons

2-2-18: Procedure For Conduct Of Hearing Appeals

2-2-1: COMMISSION CREATED:
There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:
The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises five (5) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: TERMS:

A. Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

B. Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 26-25, 6-16-2025)

2-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: MEETINGS:

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: REMOVAL:

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: POWERS:

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: RECORD OF MEETINGS AND PERSONNEL:

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

2-2-16: EXAMINATION OF APPLICANTS:

Examinations for the positions in the city civil service are to be applicable and required of all applicants in accordance with the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-17: CONDUCT OF EXAMINATIONS; CERTIFICATION OF QUALIFIED PERSONS:

The commission must conduct examinations in accordance with the provisions of the laws of the state relative thereto, and for the purpose of determining the qualifications of applicants for positions under civil service, and must duly certify to the city council a list of the qualified persons as set forth in the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-18: PROCEDURE FOR CONDUCT OF HEARING APPEALS:

Notwithstanding chapter 1 of this title, the commission may adopt its own rules governing the procedure for the conduct of

hearing appeals. (Ord. 56-15, 9-8-2015)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Randall Ludowitz
Pronunciation:	Ran-Dell Lou-Dough-Wits
Street Address: You must live within the Dubuque city	867 Barbaralee

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	(563) 663-1770
Email Address(es):	Rludy2002@aol.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Telegraph Herald
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I had many interactions with Civil Service when I served as a Union Steward.
Describe your	I was a Union Steward with the City of Dubuque and was present for

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	many meetings with Civil Service in matters of grievances and contracts
Share your experience working in diverse environments:	I worked for the City for over 30 years and delt with lots of diverse employees and citizens. I volunteer at the Veterans Freedom Center. I give rides for Duride. And Volunteer at Hospice of Dubuque.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Kevin Saylor 563 542 5489. Kevin was the Business agent with Teamsters local 421. Al Rowell 563 542-6512 Al is President of the Veterans Freedom Center

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Randall Ludowitz
Date:	7-29-2025

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From: noreply@civicplus.com
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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Colleen McKenna
Pronunciation:	Call-Lean Mick-Ken-Ah
Street Address: You must live within the Dubuque city	1360 Mount Pleasant Street

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	847-951-8854
Email Address(es):	coll.mckenna@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	September 2025 at Dubuque Forward
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Dubuque Nature Everywhere leadership team.
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Multicultural Family Center (marketing committee),
Why are you interested in applying for this Board or Commission?	I have a deep respect for the work of civil servants, especially those serving in police, fire, and dispatch. Beyond their life-saving responsibilities, these departments are essential to building trust, stability, and a sense of safety in our community—qualities that feel more important than ever in today's divided climate.

My interest in this commission also comes from personal experience. In 2019, I participated in Dubuque's Citizen Police Academy and a police ride-along, which gave me valuable insight into the department's operations, procedures, and challenges. These experiences deepened my appreciation for the complexities of civil service roles and the importance of fair, transparent processes.

Professionally, my background in public relations has equipped me to gather facts, listen to different perspectives, and apply them fairly within established rules and regulations. Combined with my education and life experience, I strive to be an ethical decision-maker and to lead by example.

Most of all, helping others and contributing to my community are values close to my heart. Serving on the Civil Service Commission would allow me to support the people who serve Dubuque every day and to play a small but meaningful role in strengthening the fabric of our city.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I hold a BA in public relations from Loras College and an MA in public relations from DePaul University in Chicago, and I have worked in the communication industry for over 15 years. This experience has prepared me to gather facts, weigh different perspectives, and apply them fairly within established rules and regulations. My professional background has also required me to make ethical decisions, communicate clearly, and lead by example—all qualities that I believe are essential for serving on the Civil Service Commission. On a personal level, I have sought out opportunities to gain a deeper understanding of public safety roles in Dubuque. I participated in the Citizen Police Academy in 2019 and completed a police ride-along. Both of which provided me with firsthand insight into the daily responsibilities, procedures, and challenges faced by our civil service departments. I plan to participate in the next Citizens Police Academy to gain a more current perspective. If selected to serve on the Commission, I would continue to participate in regular ride-alongs to remain connected to the challenges our civil service workers face and the expectations placed upon them. If there are similar opportunities with the fire department and dispatch, I would be glad to participate as well. Volunteerism and community leadership are also central to who I am. I have volunteered at the Salvation Army food pantry, which gave me a greater perspective on the needs of lower-income and underserved residents. In addition, I lead the Dubuque Nature Everywhere team through its research and foundation-building stages, collaborating with the youngest Dubuque residents, along with their parents, educators, caregivers, and guardians, to expand access to nature for 0-6-year-olds. Both roles have strengthened my ability to listen with

	empathy, build consensus, and create practical solutions. Finally, my personal strengths align closely with the qualities needed for this Commission. My CliftonStrengths top results—harmony, achiever, consistency, learner, and empathy—reflect both my commitment to fairness and my drive to work hard on behalf of the community. These strengths, combined with my education, professional experience, and service, prepare me to thoughtfully and ethically support the mission of the Civil Service Commission.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Nick Kittle—CEO of Sustainovation—(719) 213-5100, client and mentor. Jared McGovern—Director of Wanderwood Gardens, (563) 590-8060, client + coworker through Dubuque Nature Everywhere/Dubuque Forward.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Colleen E. McKenna
Date:	10/2/2025

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To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Brian J Neises
Pronunciation:	Nice-es
Street Address: You must live within the Dubuque city	1841 Phyllrich Dr.

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	5633132466
Email Address(es):	neisesbrian@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Telegraph Herald
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I just moved back to Dubuque from Asbury and would like to be involved in supporting city.
Describe your	I currently am a program manager at Goodwill and former Dubuque

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	teacher. I have a masters degree and have served in many volunteer positions from volunteer firefighter and EMT to teachers union and executive board. I volunteered with Bridges out of Poverty at Prescott. I am currently the Chaplain of the Dubuque Moose Lodge.
Share your experience working in diverse environments:	I dedicated 15 years to Dubuque Schools starting at Central Altrrnative High School and ending at Lincoln Elementary. Both were tough schools with a variety of student backgrounds and socio economic levels.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Randy Rennison 581-3227, oldest living friend Brad Cavanaugh, friend and fellow volunteer at Bridges out of Poverty

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Brian J Neises
Date:	07/29/2025

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Tom Parker
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	2743 Mineral St

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	319 210 3244
Email Address(es):	tdp0634@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	Retired Police Captain, Dubuque Police Department, 04/1981, 11/2006. Have always been interested in maintaining a standard of professional conduct for anybody involving in public service.
Describe your	Before being promoted, was a union representative for police

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	officers. Career advancement and promotions allowed me the opportunity to influence officers behavior and career advancement.
Share your experience working in diverse environments:	Following my career at the police department, I was employed at Rockwell Collins as a senior manager, supervising a diverse group of employees. My position required regular interaction with a wide range of employers from other departments, and other locations. My position also required frequent travel and regular remote meetings with management from other countries.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Ron Conrad Jr. 563 580 9760, employer. Russ Stecklein, 563 590 9285, former coworker.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Tom Parker
Date:	08/04/2025

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To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shelley Stickfort; Pam McCarron;
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- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Civil Service Commission
Name:	Darcy VanOstrand
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	1222 Lincoln Ave

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	563-564-6232
Email Address(es):	d_kiebler@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	TH paper
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I want to be more involved
Describe your	I own my business & have been dealing with a lot of people for many

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	years. I feel I could be an asset
Share your experience working in diverse environments:	In my job I have had to work with people from many different backgrounds and ages
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Cheryl Bybee (309) 230-8640-client Katrina Wilberding (563) 580-7357-client

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Darcy VanOstrand
Date:	7/29/2025

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ARTICLE 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
Sent: 2/10/2026 2:00:38 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Housing Commission
Please identify which opening on the Housing Commission your	At-Large

qualifications represent	
Name:	Wyatt Pierce
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	696 University Ave
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;

Subject: Online Form Submittal: Board/Commission Application Form

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Long Range Planning Advisory Commission
Name:	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, Commission, or Committee applying for:	Zoning Board of Adjustment
Name:	Ben Loeffelholz
Pronunciation:	Low Fell Holz
Street Address: You must live within the	3180 Keokuk Ct

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	Open	Open	2/15/29

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	Erin	Beatty	1/1/29
Public Member 3	Courtney	Engevold	1/1/29
Public Member 4	Juan	Montgomery	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 BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.
Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg.

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg.

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Ben	Loeffelholz	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

3/11/25

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

02/06/2026

and for which the charge is 21.02

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

this 6th day of February, 2026

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

Notice is hereby given that the City of Dubuque Mayor Brad M. Cavanagh has selected Randall Ludowitz, 867 Barbaralee Drive for appointment to the Civil Service Commission. The 4-year term will expire on April 6, 2030. The Dubuque City Council will vote on the appointment at a regularly scheduled meeting of the City Council on March 16, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th St., 2nd Floor Council Chambers.

The official agenda will be posted on the Friday before the meeting and will contain viewing options for the meeting. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

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

/s/Adrienne N. Breitfelder, City Clerk
1t 2/6

Copyrighted
March 16, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE: Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa

SUMMARY: Proof of publication on notice of public hearing to consider City Council approval of a resolution for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa, be conveyed to Jeremy L. and Andrea A. Biedermann via the Quit Claim Deed, and City Manager recommending approval.
RESOLUTION Disposing 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 A. Biedermann

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

ATTACHMENTS:

1. MVM Memo Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa
2. 1 disposal to biedermann memo for public hearing 03092026
3. 2 Res Dispose interest biedermann 03092026
4. 3 biedermann QuitClaimDeed (002) bal
5. 4 26_01_15 Purchase Agreement for the Sale of City Owned Property B
6. 5 Cedar Crest Ct Exhibit A 06132024
7. 6 crf place no 21 recorded

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa

DATE: March 10, 2026

City Engineer Gus Psihoyos is recommending City Council approval of a resolution for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa, be conveyed to Jeremy L. and Andrea A. Biedermann via the Quit Claim Deed.

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, CEIII, PE/PLS

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa

DATE: March 9, 2026

INTRODUCTION
This memorandum requests City Council approval of a resolution 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. In 2018, this property was deeded to the City together with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15. The subject property does not include any part of the City's storm water detention basin facility and is not needed by the City, except for the utility and trail easements (already reserved to the City by the recent plat of survey) as described below, in case they are needed in the future.

The City has been working with the adjacent property owners on Cedar Crest Court 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 disposition to JJR Investments LLC, BNZ Properties, LLC has already occurred, closings were held, and the deeds have been recorded. 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 A. Biedermann

BUDGET IMPACT
None

RECOMMENDATION
I am recommending that the properties be conveyed to Jeremy L. and Andrea A. Biedermann via the Quit Claim Deed as described above. I respectfully request approval of the disposal of the property described above through adoption of the enclosed resolution.

Prepared by Nate Kieffer, CEIII, 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

DISPOSING 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 A. 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 A. Biedermann (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 property on Cedar Crest Court to 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 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.

WHEREAS, on March 16, 2026, the City Council pursuant to notice published as required by law held a public hearing on its intent to dispose of the foregoing interest in the Property and overruled all objections thereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the disposition of the properties described above.

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

Section 1. The Mayor is hereby authorized and directed to execute the attached Quit Claim Deed disposing of all of the City's right, title and interest in Lot 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa to Biedermann.

Section 2. The City Manager and the City Attorney are authorized to take such further action as is necessary to finalize the sale of the Property.

Passed, approved and adopted this 16th day of January, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

Tax statement to: Jeremy L. and Andrea A. Biedermann
830 Fremont Avenue
Dubuque, Iowa 52003

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City of Dubuque, Iowa** does hereby Quit Claim to Jeremy L. and Andrea A. Biedermann all its right, title, interest, estate, claim and demand in the following described real estate in Dubuque County, Iowa:

Lot 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa

Subject to a 100-foot-wide public sanitary sewer and recreational trail easement over said Lots 4 per Instrument Number 2025-00010350 in the Dubuque County Recorder's Office.

Exempt: Iowa Code § 428A.2(6) Deed in which a political subdivision of the State of Iowa is the grantor.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Dated: _____, 2026

CITY OF DUBUQUE, IOWA

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA, DUBUQUE COUNTY, ss:

On this ____ day of _____, 2026, before me a Notary Public in and for said County and said State, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Dubuque, Iowa; that said instrument was signed on behalf of said City of Dubuque by authority of Resolution No. _____-26 and that the said Brad M. Cavanagh and Adrienne N. Breitfelder as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary public

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

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

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

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

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

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

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

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

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

SECTION 1. CITY RESPONSIBILITIES.

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

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

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

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

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

a. the Zoning Advisory Commission (one meeting)
b. the City Council (one meeting).

1.5 The other private property owners shown on Exhibit A have asked to purchase the other lots shown on Exhibit A. After the Minor Subdivision surveying is complete and the plat is recorded with necessary easements, City staff will work with the other private property owners and/or their representatives to prepare quit claim deeds for the other lots. A public hearing to dispose of the City's interest in the lot is required.

1.6 Upon receipt of the Minor Subdivision plat for the lots proposed to be sold, the requests for sale to the BIEDERMANN and the other private property owners will be taken to the City Council to be set for a public hearing and formal approval of the sale of the City lots.

1.7 After the public hearing and approval of the sale of the lots by the City Council and receipt of the publication and filing fees, the City will execute quit claims deeds to BIEDERMANN and the other private property owners and will record the deeds.

SECTION 2. BIEDERMANN RESPONSIBILITIES.

2.1 BIEDERMANN will be responsible for one-third of the total cost of the surveying services required to subdivide the City lot into the four (4) lots as generally shown on Exhibit A. Pursuant to Section 1.2, each of the three (3) private property owners shown on Exhibit A must sign a contract with the selected surveying firm and pay their portion of the surveying costs directly to the firm. The Minor Subdivision plat will include the easement reservations referred to in Section 1.2.

2.2 BIEDERMANN will purchase approximately 1.66 acres of the City Property, as generally shown in Exhibit A, from the City for One Dollar ($1.00).

2.3 BIEDERMANN will also be responsible for one-third of the total cost for City staff to process this Agreement and all filing, publication, and recording fees associated with the request.

2.4 BIEDERMANN will also be responsible for the costs of surveying to consolidate its existing lot with the purchased lot if and when future development or redevelopment activities on the purchased lot are planned. The lot consolidation surveying is required to remove the non-buildable status put in place by the Minor Subdivision described above.

2.5 BIEDERMANN is responsible for addressing all Army Corps of Engineers and Iowa Department of Natural Resources floodplain compliance issues to the satisfaction of the City. All compliance issues must be resolved by April 30, 2026 unless another date is agreed upon by the parties, in writing.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

(1) If to BIEDERMAN:
Jeremy L. and Andrea E. Biedermann
830 Fremont Ave.
Dubuque, IA 52003

(2) If to City:
City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT.

4.1 If, through any cause, BIEDERMANN fails to fulfill in a timely and proper manner its obligations under this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to BIEDERMANN of such termination and specifying the effective date thereof which shall be not less than thirty (30) days before the effective date of such termination. If BIEDERMANN fails to cure its default to the satisfaction of City in City's sole discretion within such thirty-day period, this Agreement shall be deemed terminated at the end of such thirty-day period without further action of either party and City shall have the right to re-enter and take possession of City Property and to terminate and revest in City pursuant to the provisions of this Section subject only to any rights in any holder of mortgages on the Property.

4.2 In the event of default by BIEDERMANN, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of the City which written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the Iowa District Court for Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

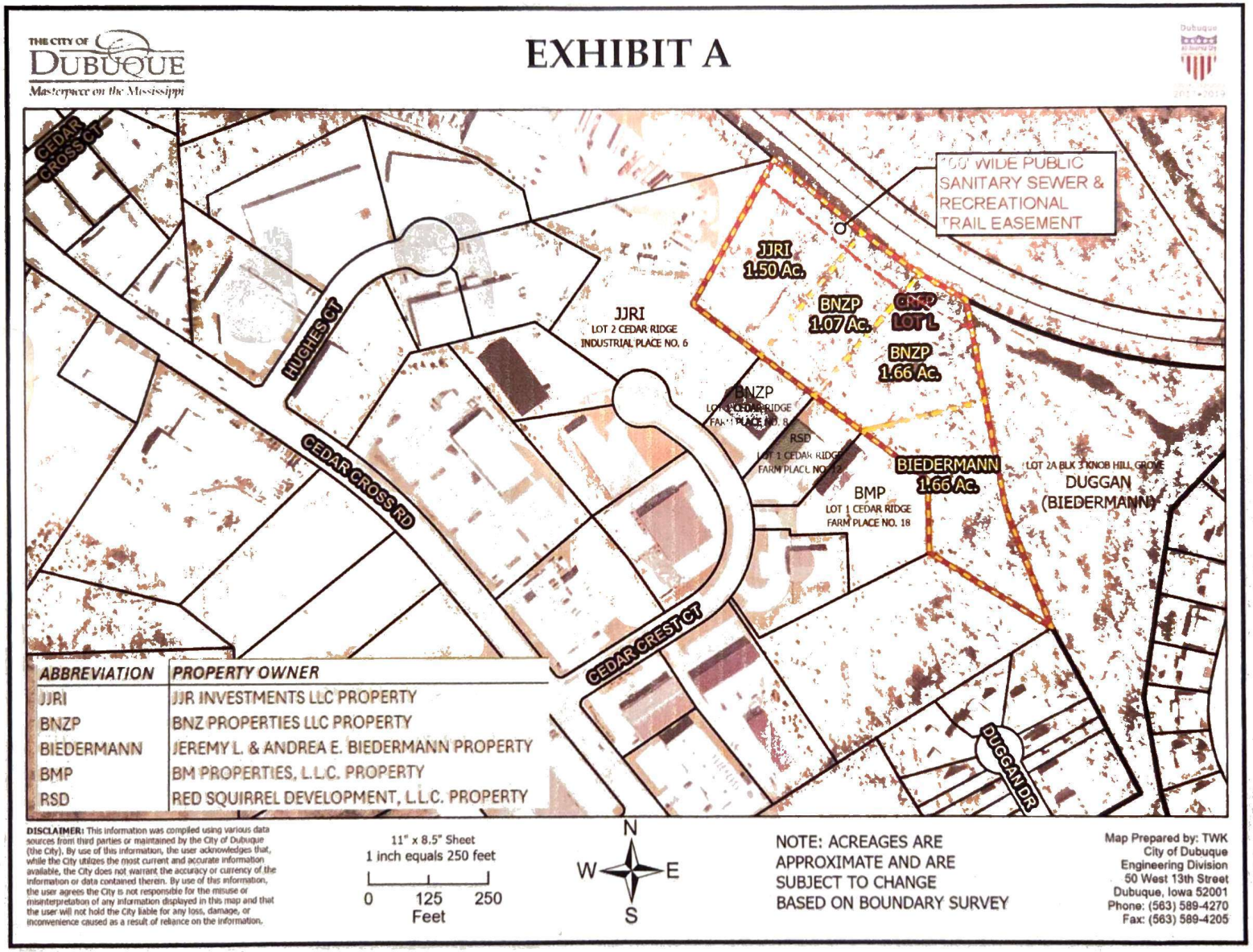
By: _____
Michael C. Van Milligen
City Manager

JEREMY & ANDREA BIEDERMANN

By: _____
Jeremy L. Biedermann

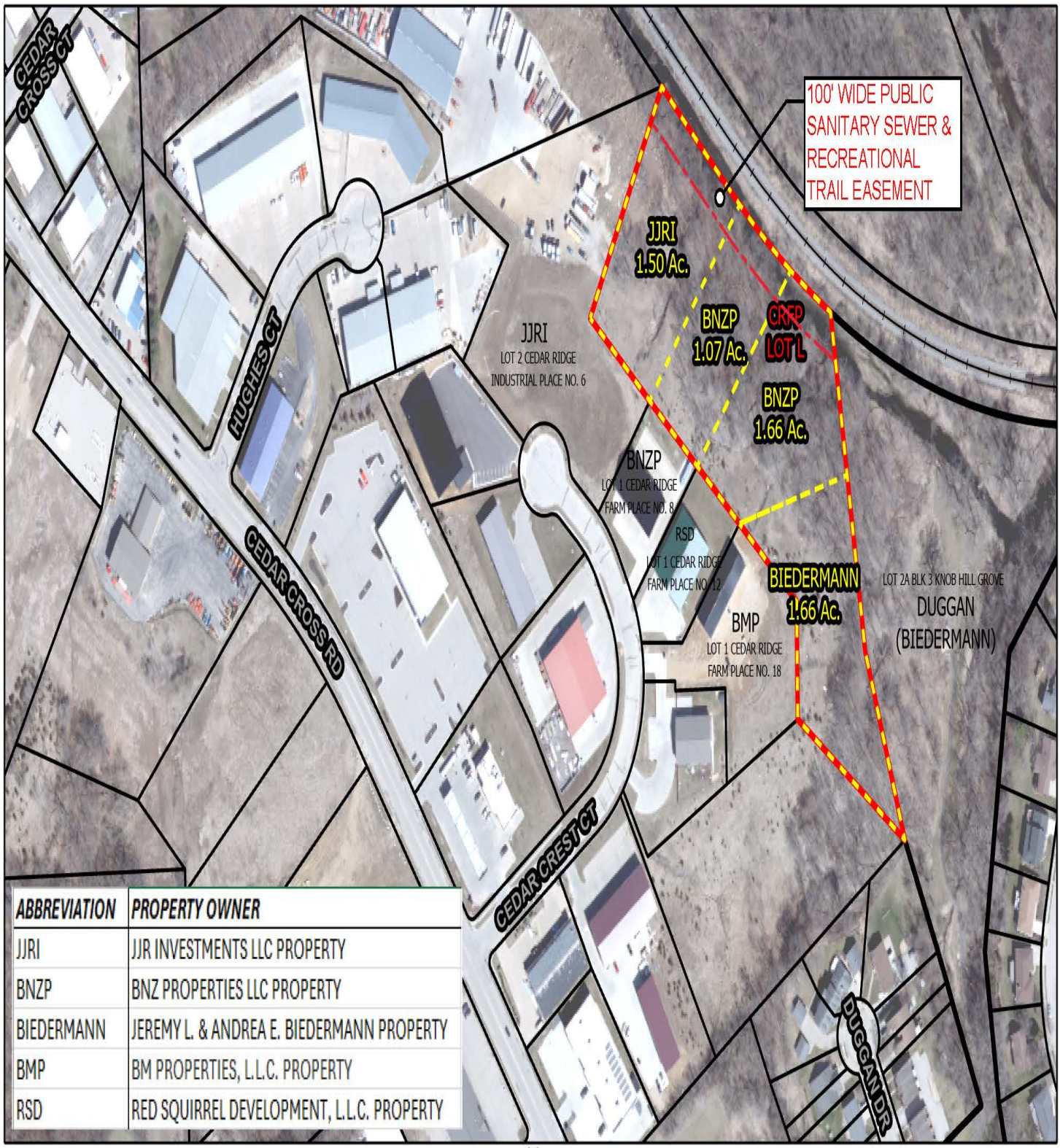
By: _____
Andrea E. Biedermann

EXHIBIT A



06132024rnk

EXHIBIT A



ABBREVIATION	PROPERTY OWNER
JJRI	JJR INVESTMENTS LLC PROPERTY
BNZP	BNZ PROPERTIES LLC PROPERTY
BIEDERMANN	JEREMY L. & ANDREA E. BIEDERMANN PROPERTY
BMP	BM PROPERTIES, L.L.C. PROPERTY
RSD	RED SQUIRREL DEVELOPMENT, L.L.C. PROPERTY

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

11" x 8.5" Sheet
1 inch equals 250 feet

0 125 250
Feet

N
W E
S

NOTE: ACREAGES ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON BOUNDARY SURVEY

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

Dubuque County GIS, Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

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

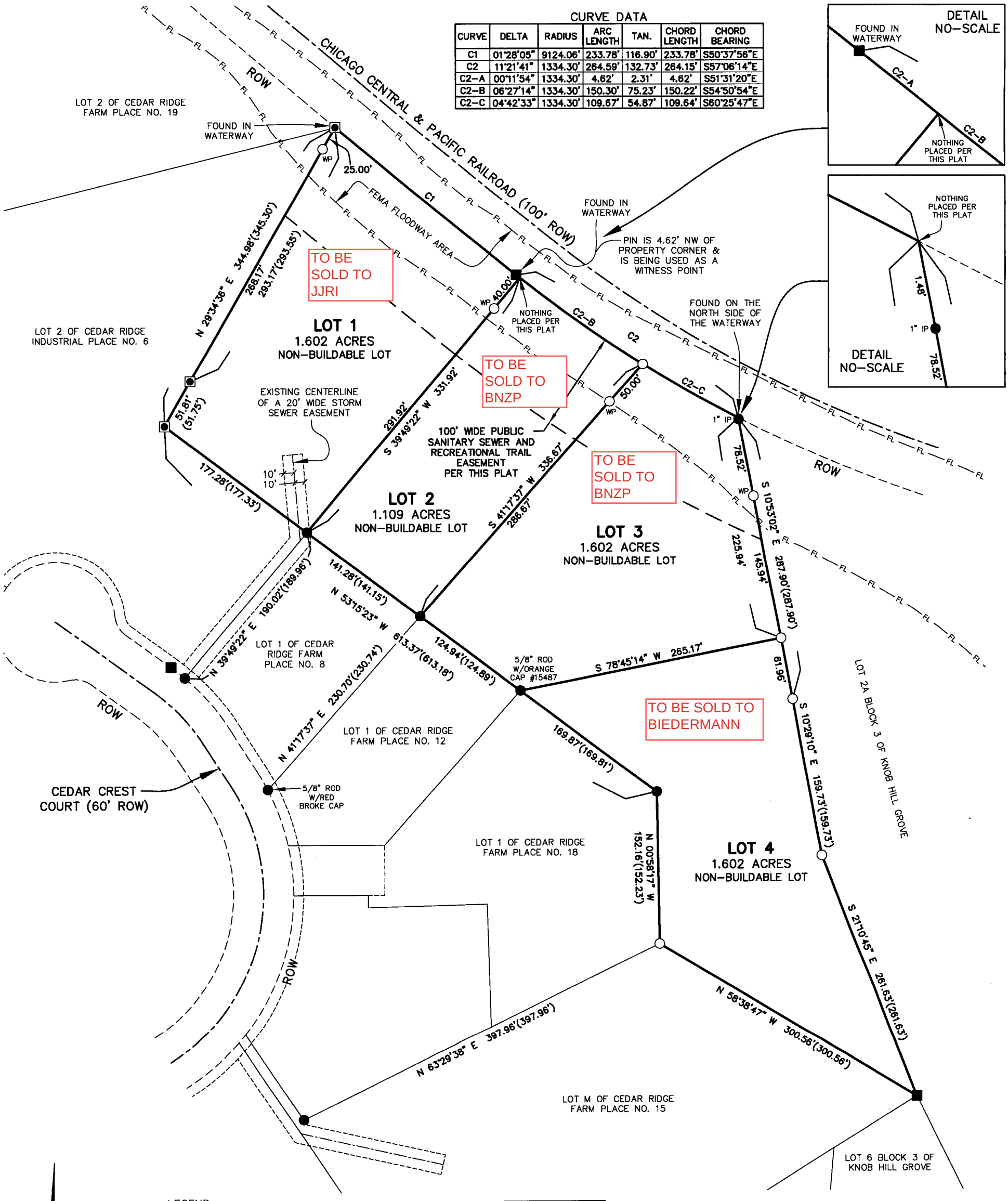
THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA

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
- ROW — RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- ( ) RECORD DIMENSION
- FL FEMA FLOODWAY AREA
- WP WITNESS POINT

0' 50' 100' 200'

SCALE: 1" = 100'

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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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.

3/12/25 (DATE)

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

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: 2/11 & 19/2025	PLOT DATE: 3/12/2025
DWG. NO. 24394-01	SCALE: 1" = 100'

SHEET 1 OF 4

37.00 ⊗ 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 Breitfelder
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.

Tusdee L Blus
Notary Public in and for the State of Iowa
My Commission Expires 9/20/2025

NOTARIAL SEAL IOWA
TUSDEE LYNN BLUS
Commission Number 842479
My Comm. Exp. 9/20/25

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 easements 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 Breitfelder
Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

Zoning Advisory Commission

Dubuque, Iowa 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.

Chairman
Dubuque Zoning Advisory Commission

City Assessor's Certificate

Dubuque, Iowa 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 Patzner
City Assessor, City of Dubuque, IA

County Auditor

Dubuque, Iowa 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
County Auditor of Dubuque, Iowa
by Jeff Mueller

Recorder's Certificate

Dubuque, Iowa 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
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 statues 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 Breitfelder

Adrienne N. Breitfelder, City Clerk

(SEAL)

Copyrighted
March 16, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	2026 Public Works Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 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 $298,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3 through adoption of the attached resolution, and City Manager recommending approval. **RESOLUTION** 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 3
2. 2026 PW Overlay Curb Ramp Bid Package 3 - Council Public Hearing Staff MEMO
3. 2026 PW Overlay Curb Ramp Bid Package 3 - PH Approve Plans Specs Contract Cost RESOLUTION

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 3
Public Hearing
Project No. 5421000002

DATE: March 10, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost of $298,000.00 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

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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
Public Hearing
Project No. 5421000002

DATE: March 9, 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 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
- 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

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 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 3.

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 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 3 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

F:\0row\0-Projects\2026\2026 PW RAMPS\Bid Package 2

Prepared by Robert Schiesl City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____ -26

2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM SIDEWALK CURB RAMP PROJECT - BID PACKAGE 3

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, 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 in coordination with the Public Works Asphalt Overlay program; and

WHEREAS, the City Council, by Resolution No. 65-26, dated the 2nd day of March, 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 3; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 16th 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 3.

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 3 in the estimated construction amount of $298,000, are hereby approved.

Passed, approved and adopted this __16th__ day of __March__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Public Hearing and Approval of Third Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Third Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society, and City Manager recommending approval. **RESOLUTION** Approving A Third Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Public Hearing and Approval of Third Amendment to the Lease Agreement DCHS
2. Ham House Lease Third Amendment memo 3-10-2026
3. 2026 Ham House Third Amendment Lease Date Signed
4. Ham House 3rd Amendment Lease Resolution
5. Ham House Third Amendment Lease Date

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing and Approval of Third Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

DATE: March 10, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council adopt the attached resolution approving a Third Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

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 & 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 advising that the lease needs to be 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 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

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TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Public Hearing and Approval of Third Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society

DATE: March 10, 2026

INTRODUCTION

The purpose of this memo is to request the City Council to adopt the attached resolution approving a Third Amendment to the Lease Agreement between the City of Dubuque, Iowa and the 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 & 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 adopt the attached resolution approving the Third Amendment to the Lease Agreement between the City of Dubuque, Iowa and the Dubuque County Historical Society.

Prepared by: Steve Fehsal, Park Division Manager

cc: Jared Charland, Project and Facilities Manager
Kurt Strand, President and CEO

THIRD AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY

This Third Amendment to Lease Agreement, dated for reference purposes the _____day of_____, 20__, is made and entered into by the City of Dubuque, Iowa, a municipal corporation (Lessor) and the Dubuque County Historical Society, an Iowa nonprofit corporation (Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated May 15, 2006 (the Lease Agreement), as amended by the First Amendment and Second Amendment, regarding real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue, Dubuque, Iowa; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, Lessor and Lessee agree as follows:

Section 1. Section 1 is amended to read as follows:

1. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue Dubuque, Iowa, legally described in Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements are restrictions of record (the "Demised Premises"), to have and to hold for a term commencing on June 1, 2006 and terminating at midnight on May 31, 2066, subject to all of the terms, covenants, conditions and agreements contained herein.

Section 2. All other terms and conditions of the Lease shall remain in full force and effect.

LESSOR:

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanaugh, Mayor

LESSEE:

DUBUQUE COUNTY HISTORICAL SOCIETY

By: _____
President and CEO

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Prepared by Matthew K. Kalcevich, Parks and Recreation Director, 2200 Bunker Hill Road, Dubuque, IA 52001, (563) 589-4263
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

APPROVING A THIRD AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE COUNTY HISTORICAL SOCIETY

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, the City Council by Resolution No. 66-26, dated March 2, 2026 declared its intent to enter into a Third Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society; and

WHEREAS, pursuant to a published notice, a public hearing was held on the proposed Third Amendment to the Lease Agreement on March 16, 2026; and

WHEREAS, it is the determination of the City Council that approval of the Third Amendment to the Lease Agreement for the public facility known as the Ham House, according to the terms and conditions set out in the lease agreement and its amendments, is in the best interest of the City of Dubuque.

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

Section 1. The Third Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society for the Ham House, a copy attached hereto, is hereby approved.

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

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

Passed, approved, and adopted this 16th day of March 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

THIRD AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY

This Third Amendment to Lease Agreement, dated for reference purposes the ____ day of _____, 20__, is made and entered into by the City of Dubuque, Iowa, a municipal corporation (Lessor) and the Dubuque County Historical Society, an Iowa nonprofit corporation (Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated May 15, 2006 (the Lease Agreement), as amended by the First Amendment and Second Amendment, regarding real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue, Dubuque, Iowa; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, Lessor and Lessee agree as follows:

Section 1. Section 1 is amended to read as follows:

1. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue Dubuque, Iowa, legally described in Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements are restrictions of record (the "Demised Premises"), to have and to hold for a term commencing on June 1, 2006 and terminating at midnight on May 31, 2066, subject to all of the terms, covenants, conditions and agreements contained herein.

Section 2. All other terms and conditions of the Lease shall remain in full force and effect.

LESSOR:	**LESSEE:**
CITY OF DUBUQUE, IOWA	**DUBUQUE COUNTY HISTORICAL SOCIETY**
By: _____	By: _____

Brad M. Cavanaugh, Mayor President and CEO

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Copyrighted
March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE: Request to Rezone Rustic Point #2 - Third Reading

SUMMARY: Third and final 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

SUGGUESTED DISPOSITION: Receive and File; 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 Sickle Ln
10. Public Opposition - Pawlowski at 4416 Sickle Ln
11. Public Opposition - Winkelman at 4424 Rustic Point Ln
12. Public Support - Greg Adams
13. Public Input Map
14. CC PPT Presentation

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

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: Landmark: ☐ 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: [signature] Date: 12/18/25

Property Owner(s): [signature] Date: 12/18/25

FOR OFFICE USE ONLY

Fee $ 711 Ck# _____ ☐CC ☐Cash Received by _____ Date _____

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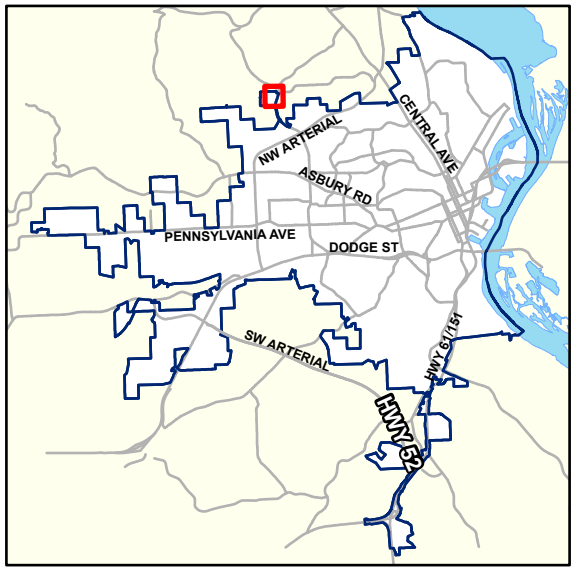
Vicinity Map



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.

Subject Property

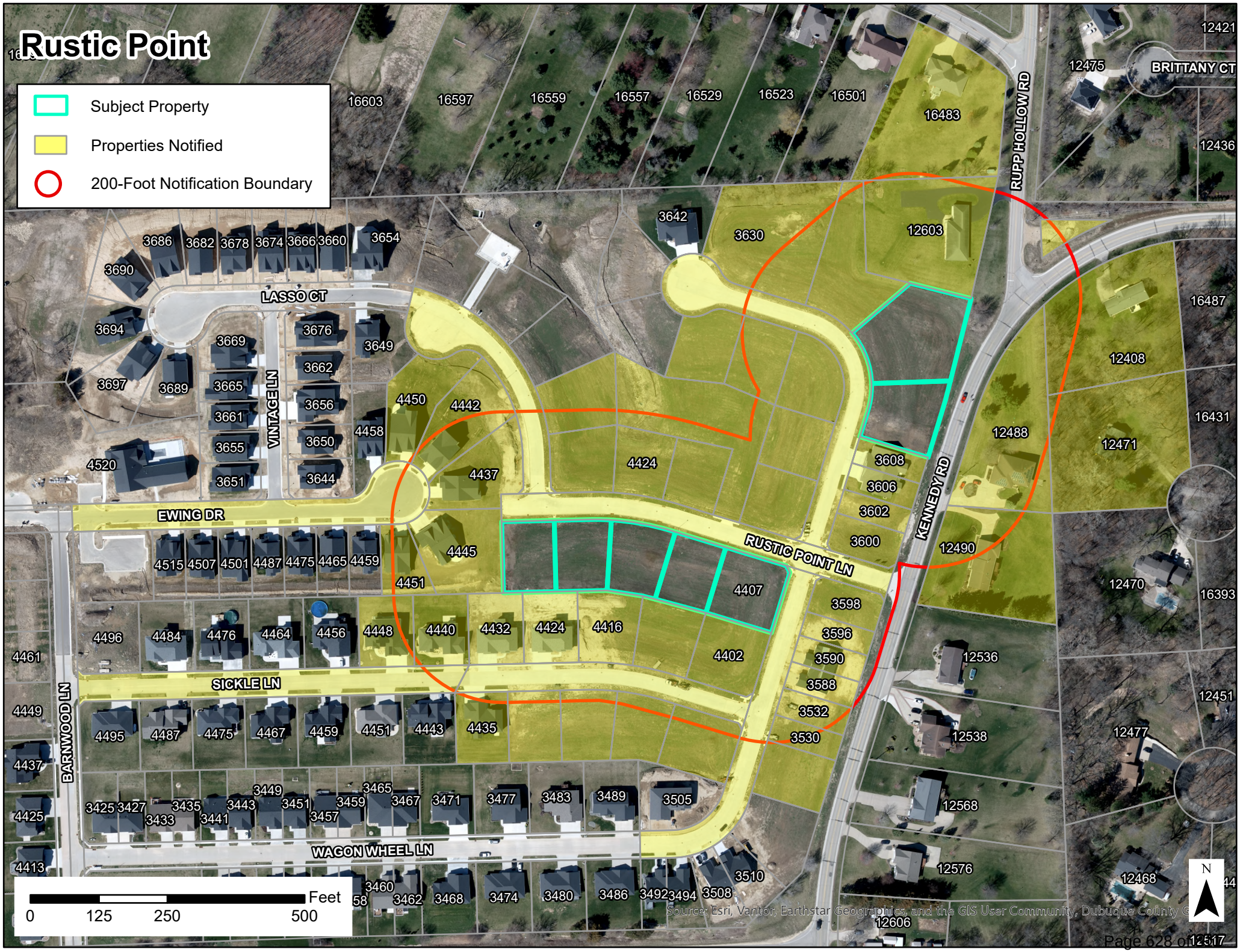
City Limits

0 125 250 500 Feet

N

1:3,000

Rustic Point



REZONING STAFF REPORT Zoning Agenda: February 4, 2026

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:

North – Residential
East – Residential
South – Residential
West – Residential

Adjacent Zoning:

North – R-1/County R-2
East – County AG
South – R-1/R-2
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, Sickle Lane, and Barnwood Lane.

The image below identifies the location of the seven (7) existing lots (outlined in blue) that the applicant desires to rezoning 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 rezoning 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, Sickle 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)

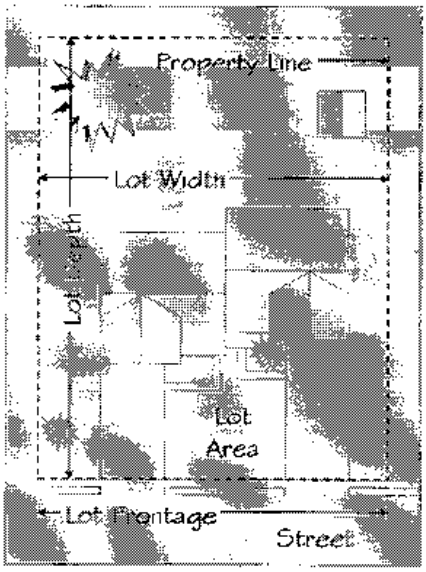
16-5-2-7: BULK REGULATIONS:

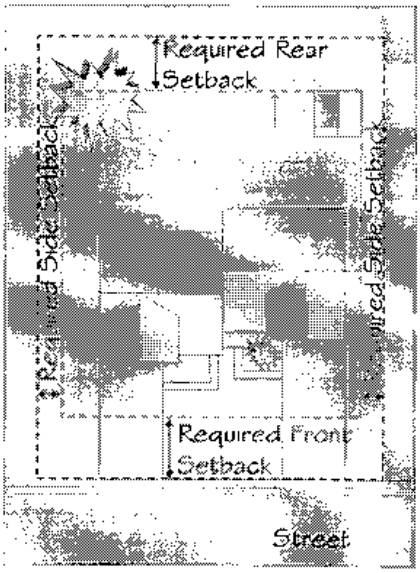
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum[2]	Maximum			
R-1 Residential	**Minimum Lot Area**	**Minimum Lot Frontage**	**Maximum Lot Coverage (Lot Area)**	**Setbacks**				**Maximum 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.

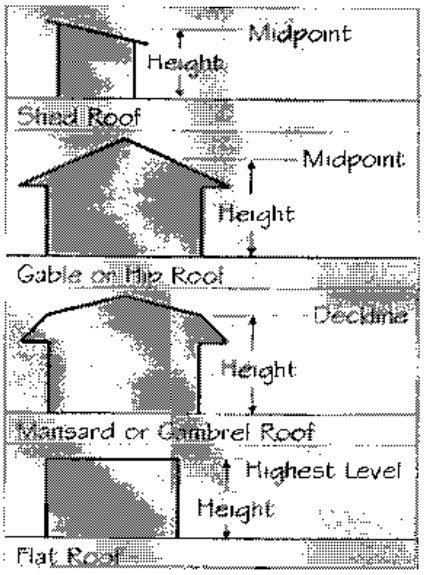
Notes:

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)

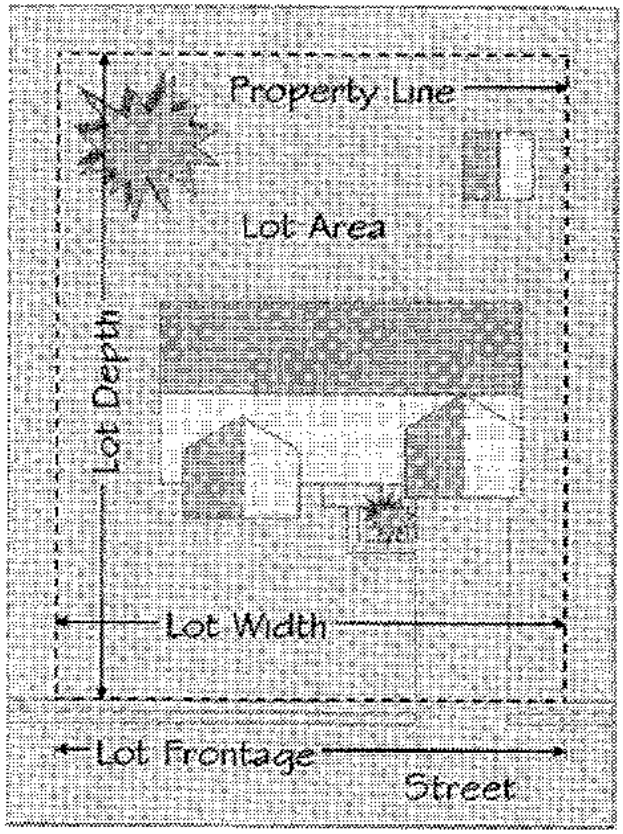
16-5-3-7: BULK REGULATIONS:

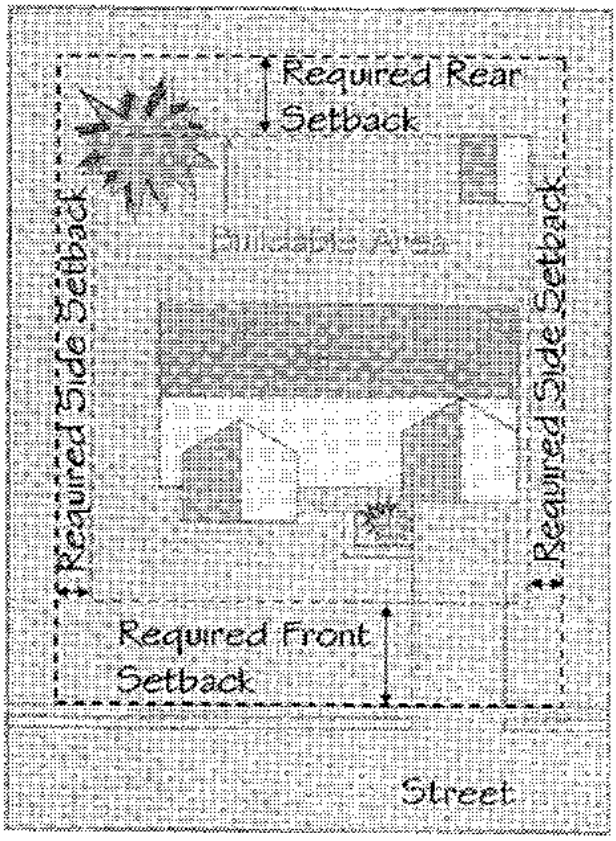
R-2 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum[2]	Maximum			
R-2 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
Front								
Minimum[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:

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)

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, ll 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 out 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 Sickle 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.

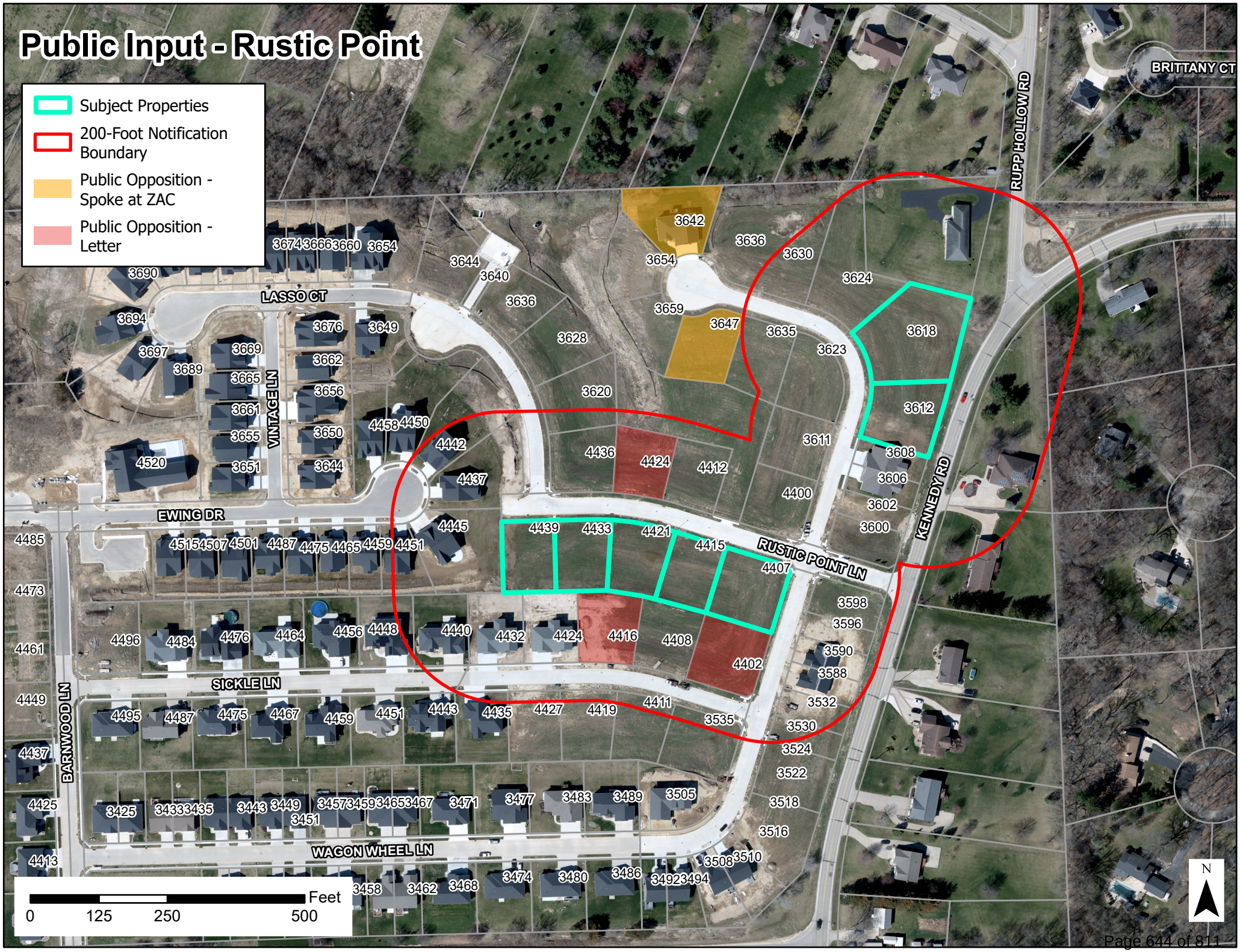
I think the city of Dbq needs to take steps to allow future townhome buyers to continue residing in Dbq.

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



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

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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.

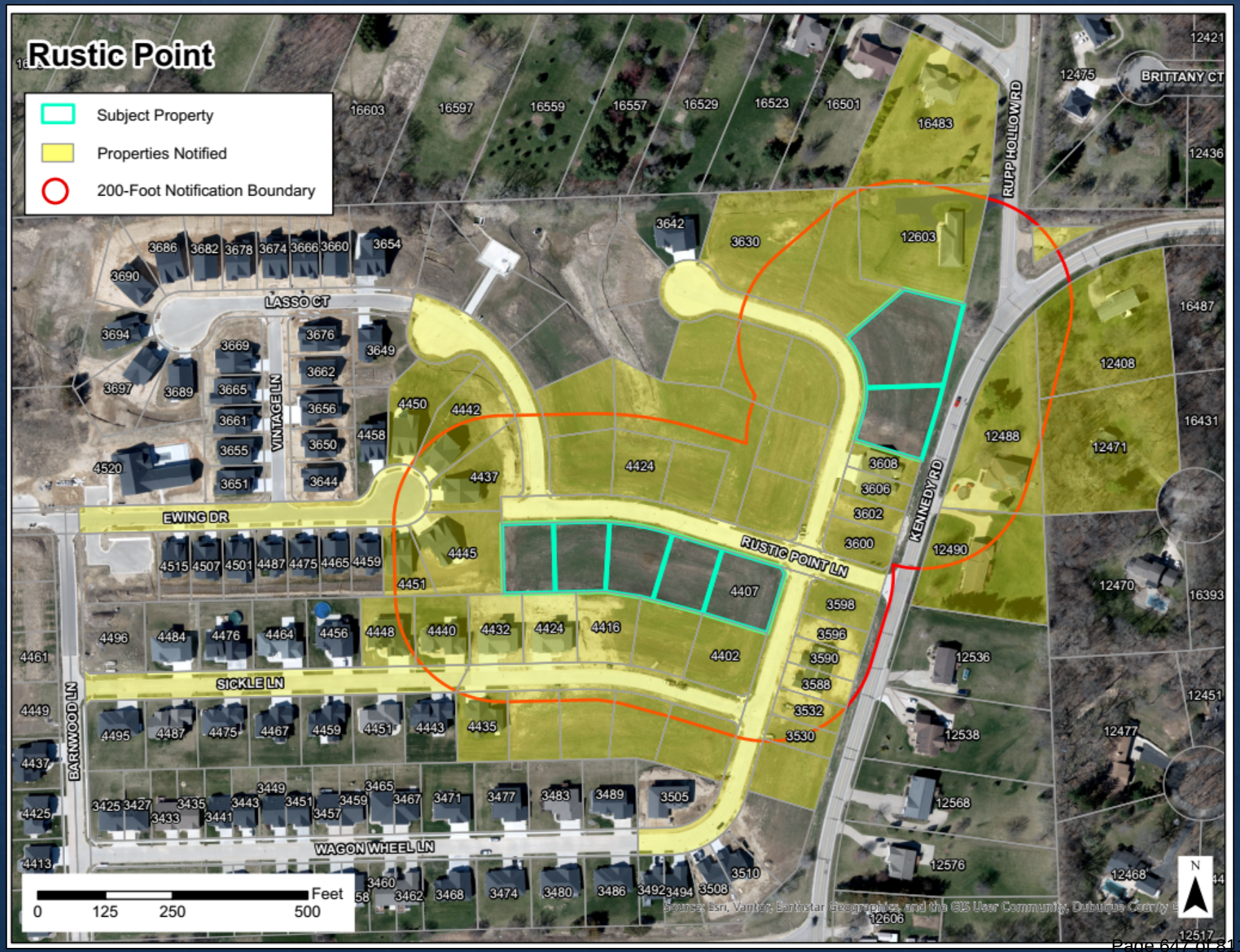
Subject Property

City Limits

0 125 250 500 Feet

N

1:3,000


Rustic Point
Subject Property
Properties Notified
200-Foot Notification Boundary
LASSO CT
VINTAGE LN
EWING DR
SICKLE LN
WAGON WHEEL LN
BARNWOOD LN
RUSTIC POINT LN
KENNEDY RD
RUPP HOLLOW RD
BRITTANY CT
Feet
0
125
250
500
N

Subject Lots

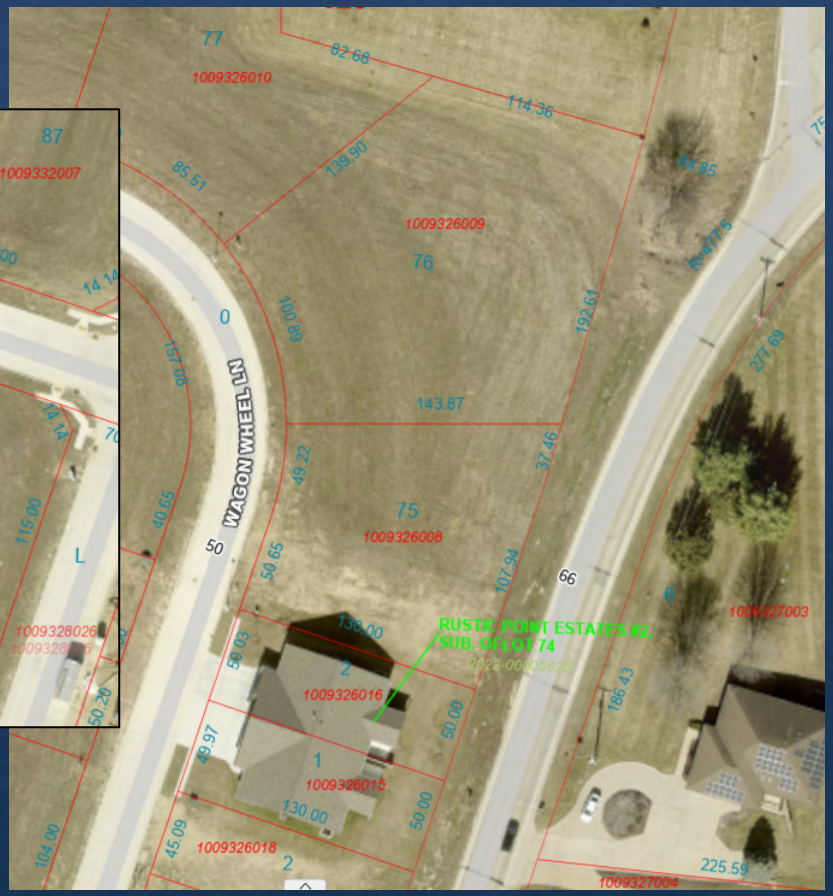
- Property & Zoning History:
  - 2017 – Phase I - Rezoned from AG to R1 & R2
  - 2021 – Phase II - Rezoned from AG to R1 & R2
- Project Site:
  - 7 lots total
  - 5 lots along Rustic Point Lane
  - 2 lots along Wagon Wheel Lane
- Adjacent Land Use:
  - North, south, and west: City and County residential 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

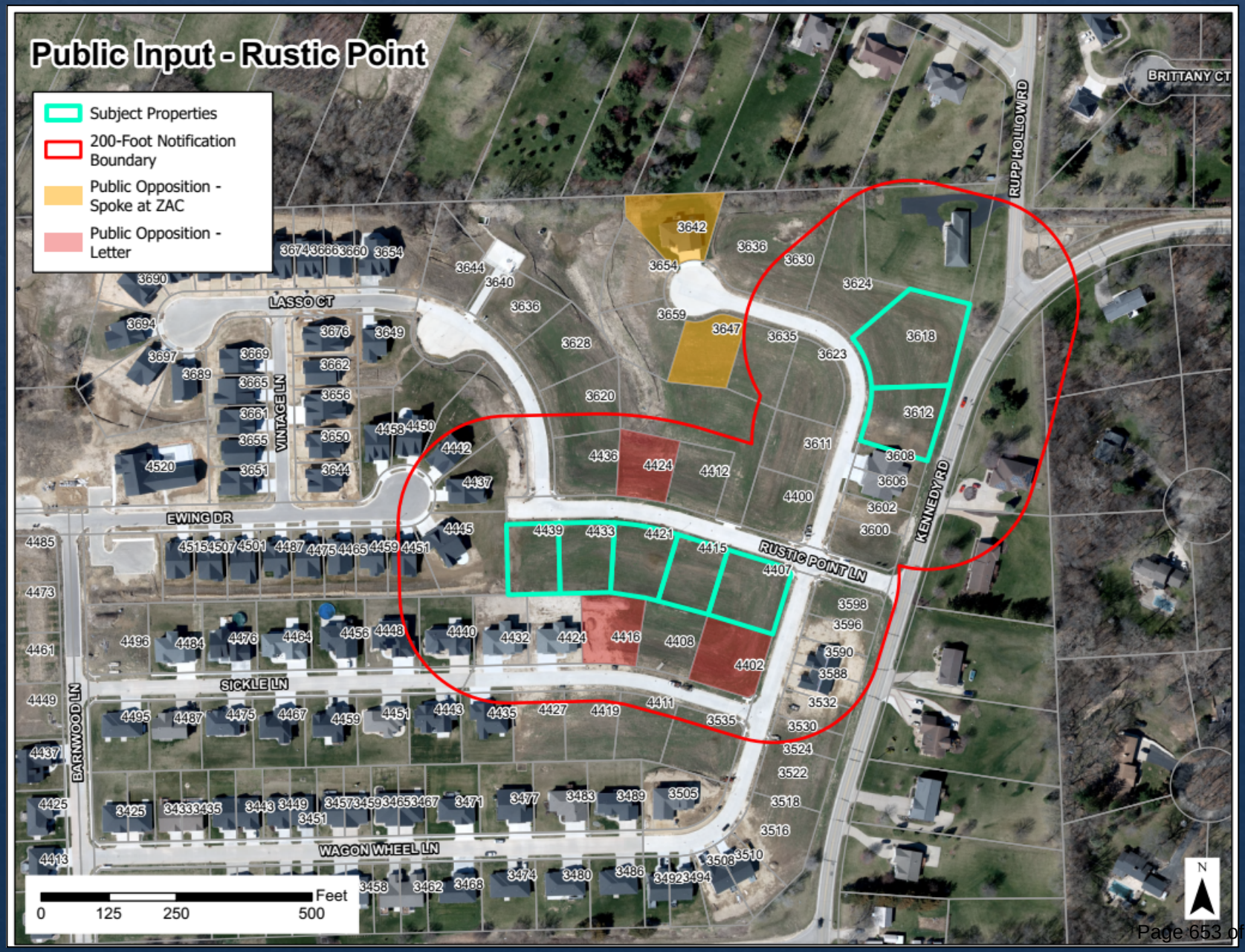
Permitted Development in R-1



Public Input

- Public input provided for request:
  - Letter of Opposition – Brian & Lori Lewis (4402 Sickle Lane)
  - Letter of Opposition – Krzysztof Pawlowski & Beata Bil (4416 Sickle 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?

Copyrighted
March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	2026 Catherine Street Storm Sewer Project: Award Public Improvement Contract
SUMMARY:	City Manager recommending the public improvement contract for the 2026 Catherine Street Storm Sewer Project be awarded to Top Grade Excavating, Inc. for both the Base Bid and Alternate Bid No. 1 in the amount of $232,657.70. **RESOLUTION** Awarding Public Improvement Contract For The 2026 Catherine Street Storm Sewer Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2026 Catherine Street Storm Sewer Project Award PIC
2. 2026 Catherine St Storm Sewer Project - Award Staff MEMO
3. 2026 Catherine St Storm Sewer Project - Award Council RESOLUTION
4. 2026 Catherine Street Storm Sewer Project - Bid Tabulation Results

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Catherine Street Storm Sewer Project
Award Public Improvement Contract
Project No. 5586500002, 5521000012, 5521000018

DATE: March 12, 2026

Assistant City Engineer Robert Schiesl is recommending the public improvement contract for the 2026 Catherine Street Storm Sewer Project be awarded to Top Grade Excavating, Inc. for both the Base Bid and Alternate Bid No. 1 in the amount of $232,657.70. The Base Bid of $188,144.45 is 7.3% below estimate of probable cost. If during construction it is determined in the field that the existing Catherine Street pavement held up adequately as a result of the construction work, and the pavement condition is acceptable, the Alternate Bid No. 1 items could be removed from the contract scope of work.

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
Laura Bendorf, Budget Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: 2026 Catherine Street Storm Sewer Project
Award Public Improvement Contract
Project No. 5586500002, 5521000012, 5521000018

DATE: March 12, 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 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.

BID RESULTS

The City received sealed bids on March 12, 2026, for the 2026 Catherine Street Storm Sewer Project. Top Grade Excavating, Inc. of Farley, IA submitted the low base bid in the amount of $188,114.45 which is 7.3% below the estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Base Bid	Alternate	Base + Alternate
Top Grade Excavating, Inc.	$188,114.45	$44,543.25	$232,657.70
Offset Construction, LLC.	$216,528.00	$45,072.50	$261,600.50
McDermott Excavating	$223,538.00	$47,790.00	$271,328.00
Tschiggfrie Excavating Co.	$225,543.40	$48,052.50	$273,595.50
Eastern Iowa Excavating & Concrete, LLC.	$228,967.50	$46,977.75	$275,945.25
Connolly Construction, Inc.	$268,076.20	$54,891.75	$322,967.95

ALTERNATE BID NO. 1

As part of the project, the bid documents included Alternate Bid No. 1 to remove and replace all the asphalt pavement on Catherine Street, between 16th to 17th Street. The base bid includes placing asphalt patches to restore the pavement areas disturbed due to the underground utility construction work. Staff believe it is warranted to evaluate the cost difference between providing numerous street patching versus the removal and replacement of the entire street pavement. Additionally, staff is uncertain on how the existing pavement on Catherine Street will hold up during construction and the heavy equipment operating during construction. Alternate Bid No. 1 provides a contingency plan if necessary.

RECOMMENDATION

I recommend that the public improvement contract for the 2026 Catherine Street Storm Sewer Project be awarded to Top Grade Excavating, Inc. for both the Base Bid and Alternate Bid No. 1 in the amount of $232,657.70. If during construction it is determined in the field that the existing Catherine Street pavement held up adequately as a result of the construction work, and the pavement condition is acceptable, the Alternate Bid No. 1 items could be removed from the contract scope of work.

BUDGET IMPACT

The estimate of probable cost for the 2026 Catherine Street Storm Sewer Project is summarized in the following table:

PROJECT COSTS	ESTIMATE	AWARD
Construction Contract + Alternate Bid No. 1	$ 250,000.00	$ 232,657.70
Contingency	25,000.00	25,000.00
Engineering Design and Administration	13,750.00	13,750.00
Total Project Cost	**$ 288,750.00**	**$ 271,407.70**

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5586500002	Catch Basin Reconstruction	$ 50,000.00
5521000012	General Street Construction Repairs	50,000.00
5521000018	Pavement Rehabilitation	171,407.70
Total Construction Project Funding		**$ 271,407.70**

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the 2026 Catherine Street Storm Sewer Project to Top Grade Excavating, Inc. in the amount of $232,657.70 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\Award

Prepared by Robert Schiesl, Assistant City Engineer, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. _____ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2026 CATHERINE STREET STORM SEWER PROJECT

WHEREAS, sealed proposals have been submitted by contractors for the 2026 Catherine Street Storm Sewer Project, (the Project) pursuant to Resolution No. 44-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 20th day of February 2026; and

WHEREAS, said sealed bid proposals were opened and read on the 12th day of March 2026 and it has been determined that Top Grade Excavating, Inc. of Farley, IA, in the Base Bid and Alternate Bid No. 1 amount of $232,657.70, 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 Top Grade 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 16th day of March 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, CMC City Clerk

THE CITY OF DUBUQUE
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City of Dubuque, Iowa
Bid Tabulation

Project Title: 2026 Catherine St. Storm Sewer Project

Bid Date	Engineer's Estimate	Top Grade Excavating, Inc	Offset Construction, LLC	McDermott Excavating
12-Mar-26				

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase										
1	2010-108-C-0	Clearing and Grubbing C	1.00	LS	$ 600.00	$ 600.00	$ 100.00	$ 100.00	$ 1,000.00	$ 1,000.00	$ 100.00	$ 100.00
2	2010-108-D-0	Topsoil, Off-Site	18.00	CY	$ 75.00	$ 1,350.00	$ 44.00	$ 792.00	$ 113.00	$ 2,034.00	$ 110.00	$ 1,980.00
3	2010-108-E-0	Excavation, Class 13	90.00	CY	$ 24.00	$ 2,160.00	$ 18.00	$ 1,620.00	$ 19.00	$ 1,710.00	$ 30.00	$ 2,700.00
4	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	162.00	TON	$ 23.00	$ 3,726.00	$ 18.50	$ 2,997.00	$ 23.00	$ 3,726.00	$ 28.00	$ 4,536.00
5	2010-108-K-1	Removal of Structure	3.00	EA	$ 525.00	$ 1,575.00	$ 500.00	$ 1,500.00	$ 400.00	$ 1,200.00	$ 550.00	$ 1,650.00
					Sub Total	$ 9,411.00	**Sub Total**	$ 7,009.00	**Sub Total**	$ 9,670.00	**Sub Total**	$ 10,966.00
		Division 3010 - Trench Excavation and Backfill										
6	3010-108-B-0	Rock Excavation	20.00	CY	$ 50.00	$ 1,000.00	$ 2.50	$ 50.00	$ 10.00	$ 200.00	$ 120.00	$ 2,400.00
7	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	1210.00	TON	$ 24.00	$ 29,040.00	$ 17.00	$ 20,570.00	$ 29.00	$ 35,090.00	$ 28.00	$ 33,880.00
8	3010-108-G-0	Class I, Bedding Material, 1" Commercial Clean Stone	240.00	TON	$ 24.00	$ 5,760.00	$ 22.50	$ 5,400.00	$ 22.00	$ 5,280.00	$ 26.00	$ 6,240.00
					Sub Total	$ 35,800.00	**Sub Total**	$ 26,020.00	**Sub Total**	$ 40,570.00	**Sub Total**	$ 42,520.00
		Division 4020 - Storm Sewers										
9	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	80.00	LF	$ 75.00	$ 6,000.00	$ 85.00	$ 6,800.00	$ 44.00	$ 3,520.00	$ 77.00	$ 6,160.00
10	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18" RCP	87.00	LF	$ 70.00	$ 6,090.00	$ 87.50	$ 7,612.50	$ 46.00	$ 4,002.00	$ 83.00	$ 7,221.00
11	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 30" RCP	176.00	LF	$ 130.00	$ 22,880.00	$ 138.00	$ 24,288.00	$ 110.00	$ 19,360.00	$ 149.50	$ 26,312.00
12	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 24" PVC	32.00	LF	$ 190.00	$ 6,080.00	$ 202.00	$ 6,464.00	$ 130.00	$ 4,160.00	$ 175.00	$ 5,600.00
13	4020-108-D-0	Removal of Storm Sewer, 24" RCP	198.00	LF	$ 20.00	$ 3,960.00	$ 16.50	$ 3,267.00	$ 3.00	$ 594.00	$ 16.00	$ 3,168.00
14	4020-108-E-2	Concrete Collar Pipe Connection - Type PC-2	1.00	EA	$ 950.00	$ 950.00	$ 850.00	$ 850.00	$ 750.00	$ 750.00	$ 1,600.00	$ 1,600.00
15	SP- See C.01	Storm Sewer Structure Modifications	1.00	ALLOWANCE	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
					Sub Total	$ 55,960.00	**Sub Total**	$ 59,281.50	**Sub Total**	$ 42,386.00	**Sub Total**	$ 60,061.00
		Division 4040 - Subdrains and Footing Drain Collectors										
16	4040-108-A-0	Subdrain, 6" Perforated	65.00	LF	$ 20.00	$ 1,300.00	$ 26.00	$ 1,690.00	$ 10.00	$ 650.00	$ 15.00	$ 975.00
					Sub Total	$ 1,300.00	**Sub Total**	$ 1,690.00	**Sub Total**	$ 650.00	**Sub Total**	$ 975.00
		Division 4050 - Pipe Rehabilitation										
17	4050-108-G-0	Bypass Pumping	10.00	DAY	$ 250.00	$ 2,500.00	$ 30.00	$ 300.00	$ 1,200.00	$ 12,000.00	$ 725.00	$ 7,250.00
					Sub Total	$ 2,500.00	**Sub Total**	$ 300.00	**Sub Total**	$ 12,000.00	**Sub Total**	$ 7,250.00
		Division 6010 - Structures for Sanitary and Storm Sewers										
18	6010-108-A-0	Manhole Type, 60" SW-401	8.00	VF	$ 1,000.00	$ 8,000.00	$ 928.00	$ 7,424.00	$ 900.00	$ 7,200.00	$ 815.00	$ 6,520.00
19	6010-108-B-0	Intake Type, SW-501	16.30	VF	$ 1,200.00	$ 19,560.00	$ 1,120.00	$ 18,256.00	$ 1,100.00	$ 17,930.00	$ 1,100.00	$ 17,930.00
20	6010-108-B-0	Intake Type, SW-503	6.05	VF	$ 750.00	$ 4,537.50	$ 579.00	$ 3,502.95	$ 1,250.00	$ 7,562.50	$ 1,200.00	$ 7,260.00
21	6010-108-G-3	Concrete Collar Structure Connection - Pipes Greater than 12" Diameter	1.00	EA	$ 750.00	$ 750.00	$ 801.00	$ 801.00	$ 750.00	$ 750.00	$ 2,100.00	$ 2,100.00
					Sub Total	$ 32,847.50	**Sub Total**	$ 29,983.95	**Sub Total**	$ 33,442.50	**Sub Total**	$ 33,810.00
		Division 7010 - Portland Cement Concrete Pavement										
22	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	310.00	LF	$ 40.00	$ 12,400.00	$ 41.00	$ 12,710.00	$ 36.50	$ 11,315.00	$ 36.75	$ 11,392.50
					Sub Total	$ 12,400.00	**Sub Total**	$ 12,710.00	**Sub Total**	$ 11,315.00	**Sub Total**	$ 11,392.50
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways										
23	7030-108-A-1	Removal of Sidewalk	92.00	SY	$ 15.00	$ 1,380.00	$ 15.00	$ 1,380.00	$ 4.00	$ 368.00	$ 7.00	$ 644.00
24	7030-108-A-3	Removal of Driveway	13.00	SY	$ 20.00	$ 260.00	$ 13.00	$ 169.00	$ 4.00	$ 52.00	$ 30.00	$ 390.00
25	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	92.00	SY	$ 65.00	$ 5,980.00	$ 61.00	$ 5,612.00	$ 67.50	$ 6,210.00	$ 68.25	$ 6,279.00
26	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	6.00	SY	$ 100.00	$ 600.00	$ 91.00	$ 546.00	$ 150.00	$ 900.00	$ 73.50	$ 441.00
27	7030-108-G-0	Detectable Warning	18.00	SF	$ 55.00	$ 990.00	$ 51.00	$ 918.00	$ 67.00	$ 1,206.00	$ 30.50	$ 549.00
28	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	13.00	SY	$ 115.00	$ 1,495.00	$ 150.00	$ 1,950.00	$ 122.00	$ 1,586.00	$ 73.50	$ 955.50
					Sub Total	$ 10,705.00	**Sub Total**	$ 10,575.00	**Sub Total**	$ 10,322.00	**Sub Total**	$ 9,258.50
		Division 7040 - Pavement Rehabilitation										
29	7040-108-A-0	Full Depth Patches HMA, 6" (Thickness)	300.00	SY	$ 70.00	$ 21,000.00	$ 58.50	$ 17,550.00	$ 90.00	$ 27,000.00	$ 73.25	$ 21,975.00
30	7040-108-I-0	Curb and Gutter - Removal	310.00	LF	$ 7.00	$ 2,170.00	$ 10.00	$ 3,100.00	$ 2.25	$ 697.50	$ 3.00	$ 930.00
					Sub Total	$ 23,170.00	**Sub Total**	$ 20,650.00	**Sub Total**	$ 27,697.50	**Sub Total**	$ 22,905.00
		Division 8030 - Temporary Traffic Control										
31	8010-108-A-0	Traffic Control	1.00	LS	$ 6,000.00	$ 6,000.00	$ 5,400.00	$ 5,400.00	$ 5,550.00	$ 5,550.00	$ 6,500.00	$ 6,500.00
					Sub Total	$ 6,000.00	**Sub Total**	$ 5,400.00	**Sub Total**	$ 5,550.00	**Sub Total**	$ 6,500.00
		Division 8040 - Signing Materials										
32	8040-108-I-0	Remove and Reinstall Traffic Signs	3.00	EA	$ 100.00	$ 300.00	$ 150.00	$ 450.00	$ 155.00	$ 465.00	$ 200.00	$ 600.00
					Sub Total	$ 300.00	**Sub Total**	$ 450.00	**Sub Total**	$ 465.00	**Sub Total**	$ 600.00
		Division 9010 - Seeding										
33	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	2600.00	SF	$ 1.50	$ 3,900.00	$ 1.25	$ 3,250.00	$ 1.30	$ 3,380.00	$ 1.00	$ 2,600.00
					Sub Total	$ 3,900.00	**Sub Total**	$ 3,250.00	**Sub Total**	$ 3,380.00	**Sub Total**	$ 2,600.00

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa
Bid Tabulation

Project Title: **2026 Catherine St. Storm Sewer Project**

					Bid Date 12-Mar-26		Engineer's Estimate		Top Grade Excavating, Inc		Offset Construction, LLC		McDermott Excavating	
		Division 9040 - Erosion and Sediment Control												
34	9040-108-D-1	Filter Socks, 8"	400.00	LF	$ 2.75	$ 1,100.00	$ 2.50	$ 1,000.00	$ 2.50	$ 1,000.00	$ 4.00	$ 1,600.00
35	9040-108-D-2	Filter Socks, Removal	400.00	LF	$ 0.25	$ 100.00	$ 0.20	$ 80.00	$ 0.20	$ 80.00	$ 1.00	$ 400.00
					Sub Total	$ 1,200.00	**Sub Total**	$ 1,080.00	**Sub Total**	$ 1,080.00	**Sub Total**	$ 2,000.00
		Division 11020 - Mobilization												
36	11020-108-A-0	Mobilization	1.00	LS	$ 7,500.00	$ 7,500.00	$ 9,715.00	$ 9,715.00	$ 18,000.00	$ 18,000.00	$ 12,700.00	$ 12,700.00
					Sub Total	$ 7,500.00	**Sub Total**	$ 9,715.00	**Sub Total**	$ 18,000.00	**Sub Total**	$ 12,700.00
					Base Bid	$ 202,993.50	**Base Bid**	$ 188,114.45	**Base Bid**	$ 216,528.00	**Base Bid**	$ 223,538.00

Alternate Bid Items

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	Engineer's Estimate ESTIMATED UNIT PRICE	Engineer's Estimate TOTAL PRICE	Top Grade Excavating, Inc BID UNIT PRICE	Top Grade Excavating, Inc TOTAL PRICE	Offset Construction, LLC BID UNIT PRICE	Offset Construction, LLC TOTAL PRICE	McDermott Excavating BID UNIT PRICE	McDermott Excavating TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase										
A-37	2010-108-E-0	Excavation, Class 13	180.00	CY	$ 24.00	$ 4,320.00	$ 15.00	$ 2,700.00	$ 19.00	$ 3,420.00	$ 30.00	$ 5,400.00
A-38	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	330.00	TON	$ 23.00	$ 7,590.00	$ 18.50	$ 6,105.00	$ 23.00	$ 7,590.00	$ 28.00	$ 9,240.00
					Sub Total	$ 11,910.00	**Sub Total**	$ 8,805.00	**Sub Total**	$ 11,010.00	**Sub Total**	$ 14,640.00
		Division 7020 - Asphalt Pavement										
A-39	7020-108-A-0	Asphalt Pavement by Ton, 6" (Thickness)	255.00	TON	$ 120.00	$ 30,600.00	$ 114.95	$ 29,312.25	$ 118.00	$ 30,090.00	$ 118.00	$ 30,090.00
A-40	7040-108-H-0	Pavement - Removal	765.00	SY	$ 6.00	$ 4,590.00	$ 8.40	$ 6,426.00	$ 6.50	$ 4,972.50	$ 4.00	$ 3,060.00
					Sub Total	$ 35,190.00	**Sub Total**	$ 35,738.25	**Sub Total**	$ 35,062.50	**Sub Total**	$ 33,150.00
					Alternate Bid	$ 47,100.00	**Alternate Bid**	$ 44,543.25	**Alternate Bid**	$ 46,072.50	**Alternate Bid**	$ 47,790.00
		Total Base Bid Amount				$ 202,993.50		$ 188,114.45		$ 216,528.00		$ 223,538.00
							% Over / Under (-)	-7.3%	**% Over / Under (-)**	6.67%	**% Over / Under (-)**	10.12%
		Total Base Bid + Alternate Bid Amount				$ 250,093.50		$ 232,657.70		$ 262,600.50		$ 271,328.00
							% Over / Under (-)	-7.0%	**% Over / Under (-)**	5.00%	**% Over / Under (-)**	8.49%

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa
Bid Tabulation

Project Title: 2026 Catherine St. Storm Sewer Project

Bid Date	Engineer's Estimate	Tschiggfrie Excavating Co.	Eastern Iowa Excavating & Concrete, LLC	Connolly Construction Inc.
12-Mar-26				

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase										
1	2010-108-C-0	Clearing and Grubbing C	1.00	LS	$ 600.00	$ 600.00	$ 520.00	$ 520.00	$ 525.00	$ 525.00	$ 1,600.00	$ 1,600.00
2	2010-108-D-0	Topsoil, Off-Site	18.00	CY	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 122.25	$ 2,200.50	$ 56.75	$ 1,021.50
3	2010-108-E-0	Excavation, Class 13	90.00	CY	$ 24.00	$ 2,160.00	$ 37.00	$ 3,330.00	$ 59.50	$ 5,355.00	$ 33.00	$ 2,970.00
4	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	162.00	TON	$ 23.00	$ 3,726.00	$ 27.00	$ 4,374.00	$ 25.25	$ 4,090.50	$ 24.75	$ 4,009.50
5	2010-108-K-1	Removal of Structure	3.00	EA	$ 525.00	$ 1,575.00	$ 680.00	$ 2,040.00	$ 700.00	$ 2,100.00	$ 1,975.00	$ 5,925.00
					Sub Total	$ 9,411.00	**Sub Total**	$ 10,984.00	**Sub Total**	$ 14,271.00	**Sub Total**	$ 15,526.00
		Division 3010 - Trench Excavation and Backfill										
6	3010-108-B-0	Rock Excavation	20.00	CY	$ 50.00	$ 1,000.00	$ 120.00	$ 2,400.00	$ 100.00	$ 2,000.00	$ 100.00	$ 2,000.00
7	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	1210.00	TON	$ 24.00	$ 29,040.00	$ 23.00	$ 27,830.00	$ 18.85	$ 22,808.50	$ 31.50	$ 38,115.00
8	3010-108-G-0	Class I, Bedding Material, 1" Commercial Clean Stone	240.00	TON	$ 24.00	$ 5,760.00	$ 27.00	$ 6,480.00	$ 24.25	$ 5,820.00	$ 22.65	$ 5,436.00
					Sub Total	$ 35,800.00	**Sub Total**	$ 36,710.00	**Sub Total**	$ 30,628.50	**Sub Total**	$ 45,551.00
		Division 4020 - Storm Sewers										
9	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	80.00	LF	$ 75.00	$ 6,000.00	$ 56.00	$ 4,480.00	$ 92.75	$ 7,420.00	$ 89.00	$ 7,120.00
10	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18" RCP	87.00	LF	$ 70.00	$ 6,090.00	$ 59.00	$ 5,133.00	$ 57.25	$ 4,980.75	$ 85.00	$ 7,395.00
11	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 30" RCP	176.00	LF	$ 130.00	$ 22,880.00	$ 110.00	$ 19,360.00	$ 130.00	$ 22,880.00	$ 140.00	$ 24,640.00
12	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 24" PVC	32.00	LF	$ 190.00	$ 6,080.00	$ 180.00	$ 5,760.00	$ 237.00	$ 7,584.00	$ 192.00	$ 6,144.00
13	4020-108-D-0	Removal of Storm Sewer, 24" RCP	198.00	LF	$ 20.00	$ 3,960.00	$ 11.00	$ 2,178.00	$ 47.50	$ 9,405.00	$ 18.25	$ 3,613.50
14	4020-108-E-2	Concrete Collar Pipe Connection - Type PC-2	1.00	EA	$ 950.00	$ 950.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00
15	SP- See C.01	Storm Sewer Structure Modifications	1.00	ALLOWANCE	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
					Sub Total	$ 55,960.00	**Sub Total**	$ 47,711.00	**Sub Total**	$ 63,269.75	**Sub Total**	$ 59,562.50
		Division 4040 - Subdrains and Footing Drain Collectors										
16	4040-108-A-0	Subdrain, 6" Perforated	65.00	LF	$ 20.00	$ 1,300.00	$ 35.00	$ 2,275.00	$ 23.00	$ 1,495.00	$ 33.00	$ 2,145.00
					Sub Total	$ 1,300.00	**Sub Total**	$ 2,275.00	**Sub Total**	$ 1,495.00	**Sub Total**	$ 2,145.00
		Division 4050 - Pipe Rehabilitation										
17	4050-108-G-0	Bypass Pumping	10.00	DAY	$ 250.00	$ 2,500.00	$ 560.00	$ 5,600.00	$ 1,125.00	$ 11,250.00	$ 650.00	$ 6,500.00
					Sub Total	$ 2,500.00	**Sub Total**	$ 5,600.00	**Sub Total**	$ 11,250.00	**Sub Total**	$ 6,500.00
		Division 6010 - Structures for Sanitary and Storm Sewers										
18	6010-108-A-0	Manhole Type, 60" SW-401	8.00	VF	$ 1,000.00	$ 8,000.00	$ 1,100.00	$ 8,800.00	$ 1,125.00	$ 9,000.00	$ 1,145.00	$ 9,160.00
19	6010-108-B-0	Intake Type, SW-501	16.30	VF	$ 1,200.00	$ 19,560.00	$ 1,600.00	$ 26,080.00	$ 875.00	$ 14,262.50	$ 2,550.00	$ 41,565.00
20	6010-108-B-0	Intake Type, SW-503	6.05	VF	$ 750.00	$ 4,537.50	$ 1,900.00	$ 11,495.00	$ 1,165.00	$ 7,048.25	$ 1,750.00	$ 10,587.50
21	6010-108-G-3	Concrete Collar Structure Connection - Pipes Greater than 12" Diameter	1.00	EA	$ 750.00	$ 750.00	$ 1,100.00	$ 1,100.00	$ 1,200.00	$ 1,200.00	$ 865.00	$ 865.00
					Sub Total	$ 32,847.50	**Sub Total**	$ 47,475.00	**Sub Total**	$ 31,510.75	**Sub Total**	$ 62,177.50
		Division 7010 - Portland Cement Concrete Pavement										
22	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	310.00	LF	$ 40.00	$ 12,400.00	$ 41.00	$ 12,710.00	$ 37.00	$ 11,470.00	$ 51.00	$ 15,810.00
					Sub Total	$ 12,400.00	**Sub Total**	$ 12,710.00	**Sub Total**	$ 11,470.00	**Sub Total**	$ 15,810.00
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways										
23	7030-108-A-1	Removal of Sidewalk	92.00	SY	$ 15.00	$ 1,380.00	$ 9.70	$ 892.40	$ 15.00	$ 1,380.00	$ 23.35	$ 2,148.20
24	7030-108-A-3	Removal of Driveway	13.00	SY	$ 20.00	$ 260.00	$ 21.00	$ 273.00	$ 33.50	$ 435.50	$ 36.00	$ 468.00
25	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	92.00	SY	$ 65.00	$ 5,980.00	$ 67.00	$ 6,164.00	$ 69.00	$ 6,348.00	$ 80.50	$ 7,406.00
26	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	6.00	SY	$ 100.00	$ 600.00	$ 86.00	$ 516.00	$ 135.00	$ 810.00	$ 203.50	$ 1,221.00
27	7030-108-G-0	Detectable Warning	18.00	SF	$ 55.00	$ 990.00	$ 48.00	$ 864.00	$ 59.50	$ 1,071.00	$ 44.50	$ 801.00
28	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	13.00	SY	$ 115.00	$ 1,495.00	$ 63.00	$ 819.00	$ 106.00	$ 1,378.00	$ 150.00	$ 1,950.00
					Sub Total	$ 10,705.00	**Sub Total**	$ 9,528.40	**Sub Total**	$ 11,422.50	**Sub Total**	$ 13,994.20
		Division 7040 - Pavement Rehabilitation										
29	7040-108-A-0	Full Depth Patches HMA, 6" (Thickness)	300.00	SY	$ 70.00	$ 21,000.00	$ 85.00	$ 25,500.00	$ 96.00	$ 28,800.00	$ 67.00	$ 20,100.00
30	7040-108-I-0	Curb and Gutter - Removal	310.00	LF	$ 7.00	$ 2,170.00	$ 4.60	$ 1,426.00	$ 14.00	$ 4,340.00	$ 5.00	$ 1,550.00
					Sub Total	$ 23,170.00	**Sub Total**	$ 26,926.00	**Sub Total**	$ 33,140.00	**Sub Total**	$ 21,650.00
		Division 8030 - Temporary Traffic Control										
31	8010-108-A-0	Traffic Control	1.00	LS	$ 6,000.00	$ 6,000.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 7,500.00	$ 7,500.00
					Sub Total	$ 6,000.00	**Sub Total**	$ 5,800.00	**Sub Total**	$ 5,800.00	**Sub Total**	$ 7,500.00
		Division 8040 - Signing Materials										
32	8040-108-I-0	Remove and Reinstall Traffic Signs	3.00	EA	$ 100.00	$ 300.00	$ 160.00	$ 480.00	$ 160.00	$ 480.00	$ 250.00	$ 750.00
					Sub Total	$ 300.00	**Sub Total**	$ 480.00	**Sub Total**	$ 480.00	**Sub Total**	$ 750.00
		Division 9010 - Seeding										
33	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	2600.00	SF	$ 1.50	$ 3,900.00	$ 1.30	$ 3,380.00	$ 0.65	$ 1,690.00	$ 1.25	$ 3,250.00
					Sub Total	$ 3,900.00	**Sub Total**	$ 3,380.00	**Sub Total**	$ 1,690.00	**Sub Total**	$ 3,250.00

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa
Bid Tabulation

Project Title: **2026 Catherine St. Storm Sewer Project**

					Bid Date 12-Mar-26		Engineer's Estimate		Tschiggfrie Excavating Co.		Eastern Iowa Excavating & Concrete, LLC		Connolly Construction Inc.	
		Division 9040 - Erosion and Sediment Control												
34	9040-108-D-1	Filter Socks, 8"	400.00	LF	$ 2.75	$ 1,100.00	$ 2.70	$ 1,080.00	$ 2.75	$ 1,100.00	$ 5.65	$ 2,260.00
35	9040-108-D-2	Filter Socks, Removal	400.00	LF	$ 0.25	$ 100.00	$ 0.21	$ 84.00	$ 1.10	$ 440.00	$ 1.00	$ 400.00
					Sub Total	$ 1,200.00	**Sub Total**	$ 1,164.00	**Sub Total**	$ 1,540.00	**Sub Total**	$ 2,660.00
		Division 11020 - Mobilization										
36	11020-108-A-0	Mobilization	1.00	LS	$ 7,500.00	$ 7,500.00	$ 14,800.00	$ 14,800.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00
					Sub Total	$ 7,500.00	**Sub Total**	$ 14,800.00	**Sub Total**	$ 11,000.00	**Sub Total**	$ 11,000.00
					Base Bid	$ 202,993.50	**Base Bid**	$ 225,543.40	**Base Bid**	$ 228,967.50	**Base Bid**	$ 268,076.20

Alternate Bid Items

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	Engineer's Estimate ESTIMATED UNIT PRICE	Engineer's Estimate TOTAL PRICE	Tschiggfrie Excavating Co. BID UNIT PRICE	Tschiggfrie Excavating Co. TOTAL PRICE	Eastern Iowa Excavating & Concrete, LLC BID UNIT PRICE	Eastern Iowa Excavating & Concrete, LLC TOTAL PRICE	Connolly Construction Inc. BID UNIT PRICE	Connolly Construction Inc. TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase										
A-37	2010-108-E-0	Excavation, Class 13	180.00	CY	$ 24.00	$ 4,320.00	$ 32.00	$ 5,760.00	$ 18.75	$ 3,375.00	$ 34.60	$ 6,228.00
A-38	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	330.00	TON	$ 23.00	$ 7,590.00	$ 25.00	$ 8,250.00	$ 18.50	$ 6,105.00	$ 27.50	$ 9,075.00
					Sub Total	$ 11,910.00	**Sub Total**	$ 14,010.00	**Sub Total**	$ 9,480.00	**Sub Total**	$ 15,303.00
		Division 7020 - Asphalt Pavement										
A-39	7020-108-A-0	Asphalt Pavement by Ton, 6" (Thickness)	255.00	TON	$ 120.00	$ 30,600.00	$ 120.00	$ 30,600.00	$ 125.00	$ 31,875.00	$ 131.25	$ 33,468.75
A-40	7040-108-H-0	Pavement - Removal	765.00	SY	$ 6.00	$ 4,590.00	$ 4.50	$ 3,442.50	$ 7.35	$ 5,622.75	$ 8.00	$ 6,120.00
					Sub Total	$ 35,190.00	**Sub Total**	$ 34,042.50	**Sub Total**	$ 37,497.75	**Sub Total**	$ 39,588.75
					Alternate Bid	$ 47,100.00	**Alternate Bid**	$ 48,052.50	**Alternate Bid**	$ 46,977.75	**Alternate Bid**	$ 54,891.75
		Total Base Bid Amount				$ 202,993.50		$ 225,543.40		$ 228,967.50		$ 268,076.20
							% Over / Under (-)	11.11%	**% Over / Under (-)**	12.80%	**% Over / Under (-)**	32.06%
		Total Base Bid + Alternate Bid Amount				$ 250,093.50		$ 273,595.90		$ 275,945.25		$ 322,967.95
							% Over / Under (-)	9.40%	**% Over / Under (-)**	10.34%	**% Over / Under (-)**	29.14%

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March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 1: Award Public Improvement Contract

SUMMARY: City Manager recommending City Council adoption a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 to Valentine Construction Co LLC in the amount of $273,516.85 which is 21.42% below the estimate of probably cost.
RESOLUTION Awarding Public Improvement Contract For The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 1 Award PIC
2. 2026 PW Overlay Curb Ramp Bid Package 1 - Award Staff MEMO
3. 2026 PW Overlay Curb Ramp Bid Package 1 - Award Council RESOLUTION
4. 2026 PW Curb Ramps Project 1 - Bid Tab

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 1
Award Public Improvement Contract
Project No. 5421000002

DATE: March 12, 2026

Assistant City Engineer Robert Schiesl is recommending City Council adoption a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 to Valentine Construction Co LLC in the amount of $273,516.85 which is 21.42% below the estimate of probably cost.

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
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Public Works

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Masterpiece on the Mississippi

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

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
Award Public Improvement Contract
Project No. 5421000002

DATE: March 12, 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 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

BID RESULTS

The City received sealed bids on March 12, 2026, for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1. Valentine Construction Co LLC submitted the low bid in the amount of $273,516.85 which is 21.42% below the estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Bid Amount
Valentine Construction Co LLC	$273,516.85
Dietz Enterprises LLC	$315,964.95
Midwest Concrete LLC	$355,357.30
Tschiggfrie Excavating Co	$440,252.20

RECOMMENDATION

I recommend that the public improvement contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1, be awarded to Valentine Construction Co LLC of Dubuque, IA in the amount of $273,516.85.

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	AWARD
Construction Contract	$ 372,000.00	$ 273,516.85
Contingency	37,200.00	37,200.00
Engineering Design and Administration	30,000.00	30,000.00
Total Project Cost	**$ 439,200.00**	**$ 340,716.85**

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	$ 340,716.85
Total Construction Project Funding		**$ 340,716.85**

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1 to Valentine Construction Co LLC in the amount of $273,516.85 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

F:\0row\0-Projects\2026\2026 PW RAMPS\Bid Package 1

Prepared by Robert Schiesl, Assistant City Engineer, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. _____ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 1

WHEREAS, sealed proposals have been submitted by contractors for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1, (the Project) pursuant to Resolution No. 45-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 20th day of February 2026; and

WHEREAS, said sealed bid proposals were opened and read on the 12th day of March 2026 and it has been determined that Valentine Construction Co LLC of Dubuque, Iowa, in the bid amount of $273,516.85, 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 Valentine Construction Co LLC 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 16th day of March 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, CMC City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa

Bid Tabulation

Project Title: 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 1

Bid Date: 12-Mar-26

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	Engineer's Estimate: ESTIMATED UNIT PRICE	Engineer's Estimate: TOTAL PRICE	Valentine Construction Co LLC: BID UNIT PRICE	Valentine Construction Co LLC: TOTAL PRICE	Dietz Enterprises LLC: BID UNIT PRICE	Dietz Enterprises LLC: TOTAL PRICE	Midwest Concrete LLC: BID UNIT PRICE	Midwest Concrete LLC: TOTAL PRICE	Tschiggfrie Excavating Co.: BID UNIT PRICE	Tschiggfrie Excavating Co.: TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase												
1	2010-108-D-3	Topsoil, Off-site	70.09	CY	$ 80.00	$ 5,607.20	$ 65.00	$ 4,555.85	$ 55.00	$ 3,854.95	$ 20.00	$ 1,401.80	$ 80.00	$ 5,607.20
2	2010-108-E-0	Excavation, Class 13	232	CY	$ 18.00	$ 4,176.00	$ 20.00	$ 4,640.00	$ 18.00	$ 4,176.00	$ 35.00	$ 8,120.00	$ 30.00	$ 6,960.00
3	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	466	TON	$ 33.00	$ 15,378.00	$ 25.00	$ 11,650.00	$ 25.00	$ 11,650.00	$ 15.00	$ 6,990.00	$ 40.00	$ 18,640.00
					Sub Total	$ 25,161.20	**Sub Total**	$ 20,845.85	**Sub Total**	$ 19,680.95	**Sub Total**	$ 16,511.80	**Sub Total**	$ 31,207.20
		Division 4020 - Storm Sewers												
4	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	26	LF	$ 80.00	$ 2,080.00	$ 50.00	$ 1,300.00	$ 240.00	$ 6,240.00	$ 100.00	$ 2,600.00	$ 200.00	$ 5,200.00
5	4020-108-D-0	Removal of Storm Sewer	26	LF	$ 13.00	$ 338.00	$ 10.00	$ 260.00	$ 110.00	$ 2,860.00	$ 5.00	$ 130.00	$ 25.00	$ 650.00
6	4020-108-E-2	Concrete Collar Pipe Connection - Type PC-2	11	EA	$ 350.00	$ 3,850.00	$ 100.00	$ 1,100.00	$ 610.00	$ 6,710.00	$ 750.00	$ 8,250.00	$ 1,300.00	$ 14,300.00
					Sub Total	$ 6,268.00	**Sub Total**	$ 2,660.00	**Sub Total**	$ 15,810.00	**Sub Total**	$ 10,980.00	**Sub Total**	$ 20,150.00
		Division 6010 - Structures for Sanitary and Storm Sewers												
7	6010-108-B-0	Intake Type, SW-501	31.14	VF	$ 1,050.00	$ 32,697.00	$ 1,050.00	$ 32,697.00	$ 1,000.00	$ 31,140.00	$ 1,000.00	$ 31,140.00	$ 2,200.00	$ 68,508.00
8	6010-108-H-2	Remove Intake	5	EA	$ 1,750.00	$ 8,750.00	$ 500.00	$ 2,500.00	$ 750.00	$ 3,750.00	$ 2,500.00	$ 12,500.00	$ 1,200.00	$ 6,000.00
					Sub Total	$ 41,447.00	**Sub Total**	$ 35,197.00	**Sub Total**	$ 34,890.00	**Sub Total**	$ 43,640.00	**Sub Total**	$ 74,508.00
		Division 7010 - Portland Cement Concrete Pavement												
9	7010-108-E-0	Curb and Gutter, 30" (Width), 6" (Thickness)	1276	LF	$ 47.00	$ 59,972.00	$ 38.00	$ 48,488.00	$ 40.00	$ 51,040.00	$ 65.00	$ 82,940.00	$ 55.00	$ 70,180.00
					Sub Total	$ 59,972.00	**Sub Total**	$ 48,488.00	**Sub Total**	$ 51,040.00	**Sub Total**	$ 82,940.00	**Sub Total**	$ 70,180.00
		Division 7020 - Hot Mix Asphalt Pavement												
10	7020-108-A-0	HMA Pavement by Ton	202	TON	$ 120.00	$ 24,240.00	$ 142.50	$ 28,785.00	$ 210.00	$ 42,420.00	$ 200.00	$ 40,400.00	$ 225.00	$ 45,450.00
					Sub Total	$ 24,240.00	**Sub Total**	$ 28,785.00	**Sub Total**	$ 42,420.00	**Sub Total**	$ 40,400.00	**Sub Total**	$ 45,450.00
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
11	7030-108-A-1	Removal of Sidewalk	753	SY	$ 25.00	$ 18,825.00	$ 14.00	$ 10,542.00	$ 20.00	$ 15,060.00	$ 20.00	$ 15,060.00	$ 25.00	$ 18,825.00
12	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	628	SY	$ 75.00	$ 47,100.00	$ 70.00	$ 43,960.00	$ 75.00	$ 47,100.00	$ 75.00	$ 47,100.00	$ 90.00	$ 56,520.00
13	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	180	SY	$ 85.00	$ 15,300.00	$ 75.00	$ 13,500.00	$ 85.00	$ 15,300.00	$ 85.00	$ 15,300.00	$ 110.00	$ 19,800.00
14	7030-108-G-0	Detectable Warning	400	SF	$ 60.00	$ 24,000.00	$ 45.00	$ 18,000.00	$ 50.00	$ 20,000.00	$ 50.00	$ 20,000.00	$ 65.00	$ 26,000.00
15	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	10	SY	$ 70.00	$ 700.00	$ 75.00	$ 750.00	$ 50.00	$ 500.00	$ 50.00	$ 500.00	$ 130.00	$ 1,300.00
					Sub Total	$ 105,925.00	**Sub Total**	$ 86,752.00	**Sub Total**	$ 97,960.00	**Sub Total**	$ 97,960.00	**Sub Total**	$ 122,445.00
		Division 7040 - Pavement Rehabilitation												
16	7040-108-H-0	Pavement - Removal	617	SY	$ 25.00	$ 15,425.00	$ 20.00	$ 12,340.00	$ 20.00	$ 12,340.00	$ 20.00	$ 12,340.00	$ 30.00	$ 18,510.00
17	7040-108-I-0	Curb and Gutter - Removal	1286	LF	$ 17.00	$ 21,862.00	$ 12.00	$ 15,432.00	$ 15.00	$ 19,290.00	$ 10.00	$ 12,860.00	$ 13.00	$ 16,718.00
					Sub Total	$ 37,287.00	**Sub Total**	$ 27,772.00	**Sub Total**	$ 31,630.00	**Sub Total**	$ 25,200.00	**Sub Total**	$ 35,228.00
		IDOT Division 2528 - Traffic Control												
18	IDOT 2528.04-A	Traffic Control	1	LS	$ 6,500.00	$ 6,500.00	$ 4,750.00	$ 4,750.00	$ 3,950.00	$ 3,950.00	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00
					Sub Total	$ 6,500.00	**Sub Total**	$ 4,750.00	**Sub Total**	$ 3,950.00	**Sub Total**	$ 5,000.00	**Sub Total**	$ 4,500.00
		IDOT Division 2524 - Traffic Signing												
19	IDOT 2524.05-F	Existing Sign, Remove	18	EA	$ 350.00	$ 6,300.00	$ 75.00	$ 1,350.00	$ 100.00	$ 1,800.00	$ 50.00	$ 900.00	$ 125.00	$ 2,250.00
					Sub Total	$ 6,300.00	**Sub Total**	$ 1,350.00	**Sub Total**	$ 1,800.00	**Sub Total**	$ 900.00	**Sub Total**	$ 2,250.00
		Division 9010 - Seeding												
20	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	5817	SF	$ 2.70	$ 15,705.90	$ 1.00	$ 5,817.00	$ 2.00	$ 11,634.00	$ 1.50	$ 8,725.50	$ 2.00	$ 11,634.00
					Sub Total	$ 15,705.90	**Sub Total**	$ 5,817.00	**Sub Total**	$ 11,634.00	**Sub Total**	$ 8,725.50	**Sub Total**	$ 11,634.00
		Division 11,010 - Construction Survey												
21	11010-108-B-0	Monument Preservation and Replacement	1	LS	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 100.00	$ 100.00	$ 1,000.00	$ 1,000.00
					Sub Total	$ 500.00	**Sub Total**	$ 1,000.00	**Sub Total**	$ 500.00	**Sub Total**	$ 100.00	**Sub Total**	$ 1,000.00
		Division 11,020 - Mobilization												
22	11020-108-A-0	Mobilization	1	LS	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00	$ 1,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 14,000.00	$ 14,000.00
					Sub Total	$ 10,000.00	**Sub Total**	$ 7,000.00	**Sub Total**	$ 1,000.00	**Sub Total**	$ 10,000.00	**Sub Total**	$ 14,000.00
		Special Provisions - Non-Standard Project Items												
23	SP	Intake Type, SW-501 (Top Only)	1	EA	$ 2,000.00	$ 2,000.00	$ 1,600.00	$ 1,600.00	$ 600.00	$ 600.00	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00
24	SP	Remove Intake (Extended Throat)	3	EA	$ 2,250.00	$ 6,750.00	$ 500.00	$ 1,500.00	$ 900.00	$ 2,700.00	$ 3,500.00	$ 10,500.00	$ 1,400.00	$ 4,200.00
					Sub Total	$ 8,750.00	**Sub Total**	$ 3,100.00	**Sub Total**	$ 3,300.00	**Sub Total**	$ 13,000.00	**Sub Total**	$ 7,700.00
		Total Base Bid Amount				$ 348,056.10		$ 273,516.85		$ 315,614.95		$ 355,357.30		$ 440,252.20
		Total Selected Alternate(s) Amount				$ -		$ -		$ -		$ -		$ -
		Total Bid Amount:				$ 348,056.10		$ 273,516.85		$ 315,614.95		$ 355,357.30		$ 440,252.20
							Total Bid	$ 273,516.85	**Total Bid**	$ 315,614.95	**Total Bid**	$ 355,357.30	**Total Bid**	$ 440,252.20
		% Over / Under (-)						-21.42%		-9.32%		2.10%		26.49%

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March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 2: Award Public Improvement Contract

SUMMARY: City Manager recommending City Council adopt a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 to Midwest Concrete, Inc in the amount of $87,103.00 which is 1.61% below the estimate of probable cost.
RESOLUTION Awarding Public Improvement Contract For The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 2 Award PIC
2. 2026 PW Overlay Curb Ramp Bid Package 2 - Award Staff MEMO
3. 2026 PW Overlay Curb Ramp Bid Package 2 - Award Council RESOLUTION
4. 2026 PW Curb Ramps Project 2 - Bid Tab

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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
Award Public Improvement Contract
Project No. 5421000002

DATE: March 12, 2026

Assistant City Engineer Robert Schiesl is recommending City Council adopt a resolution awarding the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 to Midwest Concrete, Inc in the amount of $87,103.00 which is 1.61% below the estimate of probable cost.

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, Public Works

THE CITY OF DUBUQUE
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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
Award Public Improvement Contract
Project No. 5421000002

DATE: March 12, 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 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

BID RESULTS

The City received sealed bids on March 12, 2026, for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2. Midwest Concrete, Inc. submitted the low bid in the amount of $87,103.00 which is 1.61% below the estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Bid Amount
Midwest Concrete, Inc	$87,103.00
Dietz Enterprises LLC	$88,306.00
Valentine Construction Co LLC	$91,182.50
Tschiggfrie Excavating Co	$124,305.00

RECOMMENDATION

I recommend that the public improvement contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2, be awarded to Midwest Concrete, Inc of Peosta, IA in the amount of $87,103.00.

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	AWARD
Construction Contract	$ 89,000.00	$ 87,103.00
Contingency	8,900.00	8,900.00
Engineering Design and Administration	10,000.00	10,000.00
Total Project Cost	**$ 107,900.00**	**$ 106,003.00**

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	$ 106,003.00
Total Construction Project Funding		**$ 106,003.00**

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2 to Midwest Concrete, Inc in the amount of $87,103.00 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

F:\0row\0-Projects\2026\2026 PW RAMPS\Bid Package 1

Prepared by Robert Schiesl, Assistant City Engineer, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. _____ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 2

WHEREAS, sealed proposals have been submitted by contractors for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2, (the Project) pursuant to Resolution No. 46-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 20th day of February 2026; and

WHEREAS, said sealed bid proposals were opened and read on the 12th day of March 2026 and it has been determined that Midwest Concrete, Inc. of Peosta, Iowa, in the bid amount of $87,103.00, 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 Midwest Concrete, 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 16th day of March 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, CMC City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa

Bid Tabulation

Project Title: 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 2

Bid Date: 12-Mar-26

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	Engineer's Estimate ESTIMATED UNIT PRICE	Engineer's Estimate TOTAL PRICE	Midwest Concrete, Inc. BID UNIT PRICE	Midwest Concrete, Inc. TOTAL PRICE	Dietz Enterprises LLC BID UNIT PRICE	Dietz Enterprises LLC TOTAL PRICE	Valentine Construction Co LLC BID UNIT PRICE	Valentine Construction Co LLC TOTAL PRICE	Tschiggfrie Excavating Co. BID UNIT PRICE	Tschiggfrie Excavating Co. TOTAL PRICE
		Division 2010 - Earthwork, Subgrade, and Subbase												
1	2010-108-D-3	Topsoil, Off-site	6	CY	$ 80.00	$ 480.00	$ 20.00	$ 120.00	$ 55.00	$ 330.00	$ 100.00	$ 600.00	$ 150.00	$ 900.00
2	2010-108-E-0	Excavation, Class 13	67	CY	$ 18.00	$ 1,206.00	$ 35.00	$ 2,345.00	$ 18.00	$ 1,206.00	$ 45.00	$ 3,015.00	$ 50.00	$ 3,350.00
3	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	120	TON	$ 33.00	$ 3,960.00	$ 15.00	$ 1,800.00	$ 25.00	$ 3,000.00	$ 30.00	$ 3,600.00	$ 45.00	$ 5,400.00
					Sub Total	$ 5,646.00	**Sub Total**	$ 4,265.00	**Sub Total**	$ 4,536.00	**Sub Total**	$ 7,215.00	**Sub Total**	$ 9,650.00
		Division 7010 - Portland Cement Concrete Pavement												
4	7010-108-A-0	Pavement, PCC, 8" (Thickness)	60	SY	$ 105.00	$ 6,300.00	$ 80.00	$ 4,800.00	$ 175.00	$ 10,500.00	$ 100.00	$ 6,000.00	$ 175.00	$ 10,500.00
5	7010-108-E-0	Curb and Gutter, 30" (Width), 8" (Thickness)	268	LF	$ 50.00	$ 13,400.00	$ 65.00	$ 17,420.00	$ 60.00	$ 16,080.00	$ 40.00	$ 10,720.00	$ 65.00	$ 17,420.00
					Sub Total	$ 19,700.00	**Sub Total**	$ 22,220.00	**Sub Total**	$ 26,580.00	**Sub Total**	$ 16,720.00	**Sub Total**	$ 27,920.00
		Division 7020 - Hot Mix Asphalt Pavement												
6	7020-108-A-0	HMA Pavement by Ton	38	TON	$ 120.00	$ 4,560.00	$ 185.00	$ 7,030.00	$ 200.00	$ 7,600.00	$ 200.00	$ 7,600.00	$ 250.00	$ 9,500.00
					Sub Total	$ 4,560.00	**Sub Total**	$ 7,030.00	**Sub Total**	$ 7,600.00	**Sub Total**	$ 7,600.00	**Sub Total**	$ 9,500.00
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
7	7030-108-A-1	Removal of Sidewalk	210	SY	$ 25.00	$ 5,250.00	$ 20.00	$ 4,200.00	$ 16.00	$ 3,360.00	$ 25.00	$ 5,250.00	$ 25.00	$ 5,250.00
8	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	105	SY	$ 75.00	$ 7,875.00	$ 75.00	$ 7,875.00	$ 75.00	$ 7,875.00	$ 70.00	$ 7,350.00	$ 130.00	$ 13,650.00
9	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	97	SY	$ 85.00	$ 8,245.00	$ 85.00	$ 8,245.00	$ 85.00	$ 8,245.00	$ 75.00	$ 7,275.00	$ 140.00	$ 13,580.00
10	7030-108-G-0	Detectable Warning	171	SF	$ 60.00	$ 10,260.00	$ 50.00	$ 8,550.00	$ 45.00	$ 7,695.00	$ 45.00	$ 7,695.00	$ 70.00	$ 11,970.00
					Sub Total	$ 31,630.00	**Sub Total**	$ 28,870.00	**Sub Total**	$ 27,175.00	**Sub Total**	$ 27,570.00	**Sub Total**	$ 44,450.00
		Division 7040 - Pavement Rehabilitation												
11	7040-108-H-0	Pavement - Removal	174	SY	$ 25.00	$ 4,350.00	$ 20.00	$ 3,480.00	$ 20.00	$ 3,480.00	$ 20.00	$ 3,480.00	$ 40.00	$ 6,960.00
12	7040-108-I-0	Curb and Gutter - Removal	263	LF	$ 17.00	$ 4,471.00	$ 10.00	$ 2,630.00	$ 15.00	$ 3,945.00	$ 12.50	$ 3,287.50	$ 15.00	$ 3,945.00
					Sub Total	$ 8,821.00	**Sub Total**	$ 6,110.00	**Sub Total**	$ 7,425.00	**Sub Total**	$ 6,767.50	**Sub Total**	$ 10,905.00
		IDOT Division 2528 - Traffic Control												
13	IDOT 2528.04-A	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 11,750.00	$ 11,750.00	$ 12,150.00	$ 12,150.00	$ 14,000.00	$ 14,000.00	$ 7,500.00	$ 7,500.00
					Sub Total	$ 10,000.00	**Sub Total**	$ 11,750.00	**Sub Total**	$ 12,150.00	**Sub Total**	$ 14,000.00	**Sub Total**	$ 7,500.00
		IDOT Division 2524 - Traffic Signing												
14	IDOT 2524.05-F	Existing Sign, Remove	4	EA	$ 350.00	$ 1,400.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 125.00	$ 500.00
					Sub Total	$ 1,400.00	**Sub Total**	$ 400.00	**Sub Total**	$ 400.00	**Sub Total**	$ 400.00	**Sub Total**	$ 500.00
		Division 9010 - Seeding												
15	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SF	470	SF	$ 2.70	$ 1,269.00	$ 3.10	$ 1,457.00	$ 2.00	$ 940.00	$ 3.00	$ 1,410.00	$ 4.00	$ 1,880.00
					Sub Total	$ 1,269.00	**Sub Total**	$ 1,457.00	**Sub Total**	$ 940.00	**Sub Total**	$ 1,410.00	**Sub Total**	$ 1,880.00
		Division 11,010 - Construction Survey												
16	11010-108-B-0	Monument Preservation and Replacement	1	LS	$ 500.00	$ 500.00	$ 1.00	$ 1.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
					Sub Total	$ 500.00	**Sub Total**	$ 1.00	**Sub Total**	$ 500.00	**Sub Total**	$ 2,000.00	**Sub Total**	$ 1,000.00
		Division 11,020 - Mobilization												
17	11020-108-A-0	Mobilization	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00	$ 7,500.00	$ 7,500.00	$ 11,000.00	$ 11,000.00
					Sub Total	$ 5,000.00	**Sub Total**	$ 5,000.00	**Sub Total**	$ 1,000.00	**Sub Total**	$ 7,500.00	**Sub Total**	$ 11,000.00
		Total Base Bid Amount				$ 88,526.00		$ 87,103.00		$ 88,306.00		$ 91,182.50		$ 124,305.00
		Total Selected Alternate(s) Amount				$ -		$ -		$ -		$ -		$ -
		Total Bid Amount:				$ 88,526.00		$ 87,103.00		$ 88,306.00		$ 91,182.50		$ 124,305.00
							Total Bid	$ 87,103.00	**Total Bid**	$ 88,306.00	**Total Bid**	$ 91,182.50	**Total Bid**	$ 124,305.00
		% Over / Under (-)						-1.61%		-0.25%		3.00%		40.42%

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March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 5.

ITEM TITLE:	Approve Professional Consultant Services Supplemental Agreement No. 2 Smart Traffic Routing with Efficient & Effective Traffic System (STREETS)
SUMMARY:	City Manager recommending City Council authorize the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc., which approves revisions to the original contract agreement scope of services to support installation of Dynamic Message Signs, related field implementation, and associated project budget adjustments for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project, subject to the concurrence of the Iowa Department of Transportation. **RESOLUTION** Approving Consultant Professional Services - Supplemental Agreement No. 2 Between The City Of Dubuque And Parsons Transportation Group, Inc. For The Smart Traffic Routing With Efficient And Effective Traffic System (Streets) Project (Iowa DOT Project No. EDP-2100(699)-7Y-31)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approve Professional Consultant Services Supplemental Agreement No2
2. STREETS Parsons Contract (699) - Supplemental Agreement No.2 Council Approval MEMO
3. STREETS Parsons Contract (699) - Supplemental Agreement No.2 - Approval RESOLUTION
4. Amendment 2 full document 01-06-2026 Parsons signed attest

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approve Professional Consultant Services Supplemental Agreement No.2 Smart Traffic Routing with Efficient & Effective Traffic System (STREETS) Iowa DOT Project No. EDP-2100 (699)-7Y-31

DATE: March 10, 2026

Civil Engineer II Dave Ness is recommending City Council authorize the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc., which approves revisions to the original contract agreement scope of services to support installation of Dynamic Message Signs, related field implementation, and associated project budget adjustments for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project, subject to the concurrence of the Iowa Department of Transportation.

Supplemental Agreement No. 2 also includes the following contract modifications:

- Adds Voltmer Inc. to the project team to install Dynamic Message Signs, including contingency funding.
- Reduces unused direct expenses from the original agreement, including unused server and equipment costs.
- Adds back $20,800 for cellular router kits and spare DMS insert modules required for field deployment.
- Removes small unused budget amounts from TranSmart and Alrek, as those tasks are complete and closed out.
- Adds $6,057 to Origin Design to support construction field reviews during installation activities.
- Adds $72,312 to Parsons' fully loaded labor budget to support ongoing signal response plan refinement, environmental coordination, and additional video analytics work associated with the longer-than-anticipated implementation effort.

Funding for the STREETS project in the amount of $3,334,302 is available through Purchase Order No. 22506213 dedicated to the STREETS project.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Dave Ness, Civil Engineer III
Jenny Larson, Chief Financial Officer
Chandra Ravada, ECIA
Robert Schiesl, Assistant City Engineer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Dave Ness, Civil Engineer III

SUBJECT: Approve Professional Consultant Services Supplemental Agreement No.2 Smart Traffic Routing with Efficient & Effective Traffic System (STREETS) Iowa DOT Project No. EDP-2100 (699)-7Y-31

DATE: March 10, 2026

INTRODUCTION

The enclosed resolution authorizes the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. (Parsons), which approves revisions to the original contract agreement scope of services to support deployment of the Dynamic Message Sign (DMS) component of the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project.

Supplemental Agreement No. 2 adds Voltmer Inc. to the Parsons team for installation of the project's Dynamic Message Sign infrastructure, adjusts select subconsultant budgets, adds limited construction field review support by Origin Design, and increases Parsons labor budget associated with environmental coordination, traffic signal response plan development, and additional video analytics support.

BACKGROUND

On June 6, 2022, the City Council approved, per Resolution 214-22, the selection of Parsons Transportation Group, Inc. to design and implement the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS).

The objective of the STREETS project is to develop a smart, next-generation traffic management and control system that uses advanced traffic control strategies to enable dynamic traffic routing and maximize the use of existing roadway capacity in the Dubuque metropolitan area. The project includes development of a Dynamic Traffic Control System (DTCS), installation of equipment at intersections, integration of those field devices with the DTCS, connection of the DTCS to a microsimulation model, providing public traveler information, and testing the system.

The STREETS system is intended to improve traffic flow and reduce delays along ten corridors within the metropolitan area, including 44 signalized intersections, particularly during peak travel periods and major traffic events.

Supplemental Agreement No. 1, approved by the City Council on February 19, 2024, revised the original contract team by replacing TranSmart/EJM with Alrek Business Solutions Inc. in order to maintain compliance with the project's Disadvantaged Business Enterprise (DBE) requirements.

DISCUSSION

Supplemental Agreement No. 2 supports deployment of the Dynamic Message Sign (DMS) portion of the STREETS project. This work is necessary to implement the traveler information and route guidance components of the system.

The DMS deployment includes two major sign installations intended to provide advance route guidance to motorists entering or moving through Dubuque during significant traffic events. One major DMS sign is planned near the east side of the Julien Dubuque Bridge as drivers enter Iowa from Illinois. A second major DMS sign will be installed along U.S. Highway 20 near the base of the hill approaching the Southwest Arterial interchange. Additional smaller DMS signs located throughout the project area will display travel times and route information generated by the STREETS system, helping guide motorists to the most efficient route across the city during major traffic events.

The Dynamic Message Signs have always been considered a component of the STREETS project and were included in the overall project scope and budget from the beginning. As the project progressed, it was anticipated that the DMS installation would be incorporated later in the implementation phase through a specialized subcontractor working under Parsons. Supplemental Agreement No. 2 implements that planned step by formally adding Voltmer Inc. to the Parsons team to perform installation of the Dynamic Message Signs and associated infrastructure.

Structuring the work in this manner is consistent with the original STREETS project concept and procurement approach, where specialized equipment deployment tasks would be implemented later in the project as design details and system integration requirements became finalized.

As part of this amendment, Parsons will add Voltmer Inc. to the project team to install the Dynamic Message Signs and associated field infrastructure. The work will be performed in accordance with the subcontractor agreement and approved deliverables.

Supplemental Agreement No. 2 also includes the following contract modifications:

• Adds Voltmer Inc. to the project team to install Dynamic Message Signs, including contingency funding.

• Reduces unused direct expenses from the original agreement, including unused server and equipment costs.

• Adds back $20,800 for cellular router kits and spare DMS insert modules required for field deployment.

• Removes small unused budget amounts from TranSmart and Alrek, as those tasks are complete and closed out.

• Adds $6,057 to Origin Design to support construction field reviews during installation activities.

• Adds $72,312 to Parsons' fully loaded labor budget to support ongoing signal response plan refinement, environmental coordination, and additional video analytics work associated with the longer-than-anticipated implementation effort.

Supplemental Agreement No. 2 also extends the project schedule to allow completion of field installation and project closeout activities. The revised milestone schedule includes the following:

• Bring Voltmer Inc. on board within 30 days of the signed amendment.

• Complete field installation work by October 31, 2026.

• Final project closeout by December 31, 2026.

The project end date is extended to December 1, 2026.

PROJECT TEAM

The Parsons project team, as modified by this supplemental agreement, includes the following subconsultants:

Parsons – Lead Consultant

• Origin Design

• Aimsun

• Alrek Business Solutions Inc.

• TranSmart

• Voltmer Inc.

RECOMMENDATION

I recommend that the City Council authorize the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc., which approves revisions to the original contract agreement scope of services to support installation of Dynamic Message Signs, related field implementation, and associated project budget adjustments for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project, subject to the concurrence of the Iowa Department of Transportation.

BUDGET IMPACT

Supplemental Agreement No. 2 increases the Consultants' budget for the Subconsultant's compensation from $938,221 to $1,493,838, an increase of $555,617 to support deployment of the Dynamic Message Sign infrastructure and associated project implementation costs.

The subconsultants retained at the Consultant's expense are identified in the following table:

The subconsultants retained at the **Consultant's** expense are identified in the following table: Subconsultant	Original Contract	Contract Change Amendment 2	Contract Max Allowable
Aimsun	$ 708,194	$ 0	$ 708,194
Origin Design	$ 74,454	$ 6,057	$ 80,511
TranSmart (Removed)	$ 41,000	$ -1,020	$ 39,980
Alrek (New DBE firm)	$ 114,573	$ -2,089	$ 112,484
Voltmer Inc	$ 0	$ 552,669	$ 552,669
Total Subconsultants	**$ 938,221**	**$ 555,617**	**$1,493,838**

This amendment also includes adjustments to direct project expenses and Parsons labor, including removal of unused original budget items and addition of equipment and implementation support necessary to complete the DMS deployment.

Supplemental Agreement No. 2 increases the Owner's budget for the Consultant's compensation from $2,754,302 to $3,334,302, an increase of $580,000 to support deployment of the Dynamic Message Sign infrastructure and associated project implementation costs.

Subconsultants budget	$1,493,838
Consultants(Parsons) budget	$1,840,464
Owner (City's) budget	**$3,334,302**

Funding for the STREETS project in the amount of $3,334,302 is available through Purchase Order No. 22506213 dedicated to the STREETS project.

ACTION TO BE TAKEN

I recommend that the City Council authorize the City Manager to execute Consultant Professional Services Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS), through adoption of the enclosed resolution and subject to the concurrence of the Iowa Department of Transportation.

cc: Gus Psihoyos, City Engineer
Jenny Larson, CFO
Chandra Ravada, ECIA
Robert Schiesl, Assistant City Engineer
Aleks Stevanovic, Retime LLC
Debra Arp, Iowa DOT

F:\PROJECTS\STREETS\Council and Staff Documents

Prepared by David Ness City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. _____ - 26

RESOLUTION APPROVING CONSULTANT PROFESSIONAL SERVICES - SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN THE CITY OF DUBUQUE AND PARSONS TRANSPORTATION GROUP, INC. FOR THE SMART TRAFFIC ROUTING WITH EFFICIENT AND EFFECTIVE TRAFFIC SYSTEM (STREETS) PROJECT (IOWA DOT PROJECT NO. EDP-2100(699)-7Y-31)

WHEREAS, the City Council approved the selection of Parsons Transportation Group, Inc. (Parsons) to design and implement the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project; and

WHEREAS, Parsons assembled an in-depth, multidisciplinary project team with the capability, talent, qualifications, and experience to successfully complete the goals and objectives of the STREETS project; and

WHEREAS, the STREETS project includes development of a Dynamic Traffic Control System designed to improve traffic operations and provide real-time traveler information to motorists within the Dubuque metropolitan area; and

WHEREAS, installation of Dynamic Message Signs (DMS) was anticipated as part of the overall STREETS project to provide real-time travel time and route guidance information to motorists during major traffic events; and

WHEREAS, Supplemental Agreement No. 1 revised the original contract team by replacing TranSmart/EJM with Alrek Business Solutions Inc. in order to maintain compliance with the project's Disadvantaged Business Enterprise (DBE) requirements; and

WHEREAS, Supplemental Agreement No. 2 revises the original contract agreement scope of services to support deployment of the Dynamic Message Sign infrastructure and associated project implementation activities; and

WHEREAS, Supplemental Agreement No. 2 adds Voltmer Inc. to the Parsons project team to install the Dynamic Message Signs and associated field infrastructure for the STREETS project.

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

SECTION 1. That the Professional Consultant Services - Supplemental Agreement No. 2 between the City of Dubuque and Parsons Transportation Group, Inc. for the Smart Traffic

Routing with Efficient & Effective Traffic System (STREETS) project, a copy of which is attached hereto and made a part hereof, is hereby approved, subject to the concurrence of the Iowa Department of Transportation.

SECTION 2. The City Manager is authorized and directed to execute the Professional Consultant Services - Supplemental Agreement No. 2 with Parsons Transportation Group, Inc.

Passed, approved and adopted this 16th day of March, 2026.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Owner Project No. **3002763**
Iowa DOT Project No. **EDP-2100(699)-7Y-31**

Type text here

Standard Consultant Contract
Supplemental Agreement #2
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT,** made as of the date of the last party's signature below, is by and

BETWEEN The City of Dubuque, the ***Owner***, located at:

50 W 13th St
Dubuque, IA 52001
Phone: 563.589.4270
FAX: 563.589.4252

And Parsons Transportation Group, Inc, the ***Consultant***, located at:

650 Algonquin Road, Suite 400
Schaumburg, IL 60175
Phone: 847.925.0120
FAX: 847.925.0140

For the following Project: Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS)

TABLE OF CONTENTS

Article Number And Description

1 Initial Information
- 1.1 Project Parameters
- 1.2 Financial Parameters
- 1.3 Project Team Budgets
- 1.4 Time Parameters

2 Subconsultant Scope Adjustments

3 Attachment C1– Cost Analysis Worksheets
- Full Project (Parsons)
- Alrek
- Origin Design
- Voltmer Inc.

4 Attachment D - Voltmer Inc. Subcontractor Agreement

ARTICLE 1 INITIAL INFORMATION

This amendment adds Voltmer Electric to install the dynamic message signs for the project. This amendment was fully anticipated as part of the project from the beginning. This amendment also reduces unused server and equipment cost, but adds $20,800 back for cell routers and Spare DMS. It also removes small unused budgets from Alek and TranSmart as those tasks are long closed. It adds $6057 to Origin Design to support field review during construction and moves the rest to Contingency and Parsons labor. This move to labor supports additional costs associated with environment work and traffic signal response plan development. This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is, to develop a smart, next-generation, traffic management and control system, Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS). This system will use traffic control strategies to enable dynamic traffic routing on ten corridors (including 44 signalized intersection) to maximize the use of existing roadway capacities in the Dubuque metro area. The project includes creating a Dynamic Traffic Control System (DTCS), installation of equipment at intersections and connecting to DTCS intersections, connecting DTCS to microsimulation model, updating public with information from DTCS and testing the system. The objective is to reduce delay on 10 corridors within the metro area and help to improve traffic flow through the metro area during peak hour.

1.2 Financial Parameters

1.2.1 Amount of the ***Owner's*** budget for the ***Consultant's*** compensation is:
$ 2,754,302 + [$580,000] =[$3,334,302]

1.2.2 Amount of the ***Consultant's*** budget for the subconsultants' compensation is:
[$1,493,838]

1.3 Project Team

1.3.1 The ***Owner's*** Designated Representative, identified as the ***Contract Administrator*** is:
Dave Ness, Civil Engineer, City of Dubuque

The ***Contract Administrator*** is the authorized representative, acting as liaison officer for the ***Owner*** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the ***Contract Administrator*** and shall be subject to the ***Contract Administrator's*** approval.

1.3.2 The ***Consultant's*** Designated Representative is:
Joseph Brahm, Parsons

1.3.3 The subconsultants retained at the ***Consultant's*** expense are identified in the following table:

Subconsultant	Previous Budget	Contract Change Amendment 2	Contract Max Allowable
Aimsun (LS)	$708,194	0	$708,194
Origin Design (CPFF)	$74,454	6,057	80,511
TranSmart (CPFF)	$41,000	-1,020	$39,980
Alrek DBE (Direct Rate)	$114,573	-2,089	$112,484
Voltmer Inc.	0	$552,669	$552,669
Total Subconsultants	$938,221	$555,617	$1,493,838

1.4 Time Parameters

1.4.1 The ***Consultant*** shall begin work under this Agreement upon receipt of a written notice to proceed from the ***Owner***.

1.4.2 The Consultant shall endeavor to complete the work in accordance with the following schedule. The Consultant will work closely with the Owner to meet the following milestone goals for completion of the work under this Agreement as follows:

1. Bring the Voltmer Inc. on board within 30 days of signed amendment.
2. We will work with Voltmer Inc. to get the field work completed By October 31, 2026
3. Final Project close out by December 31, 2026

The Project end date is extended to 12/1/2026.

All other terms of the agreement remain pursuant to the original Prime Agreement dated 06/08/22.

Parsons Transportation Group, Inc

By _____ Date: 01-06-2026
Joseph Brahm
Vice President

ATTEST:

By _____ Date: ____03-10-2026_____

CITY OF DUBUQUE

By _____ Date: _____
Michael C. Van Milligen, City Manager

IOWA DEPARTMENT OF TRANSPORTATION
Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of federal funds.

ATTACHMENT A
Subconsultant Scope of Services Adjustments

TranSmart

No Change to Scope. Removes unused budget.

Alrek

No Change to Scope. Removes unused budget.

Origin Design

The amendment adds $6,057 to Origin Design to support Construction field reviews as needed within the budget allocated.

Voltmer Electric

Adds Voltmer Inc. to the project to install the dynamic Message board in accordance with the Subcontractor Agreement Attachment E. Voltmer Inc. will be paid on a Lump Sum deliverables-based price in accordance with Attachment D.

Parsons

ATTACHMENT C-1

Amendment 2 Total Budget

Cost Analysis Worksheet

Contract

Project Number: EDP-2100(699)-7Y-31. Amendment 2 (Changes are highlighted)

Adds a total of $580,000 to the contract to suport the deployment of the DMS

Removes $68,762 from the orignal Prime Direct Expenses and adds back $20,800 for Cell Routers and Spare DMS inserts

It adds $6,057 to Origin Design Budget to support field reviews during construction

Removes unused portions of Transmart and Alrek budgets ($1,020 and $2,089) There work is closed out.

It Adds $72,312 to Parsons Fully loaded Labor Budget to support on going signal response refinemments and added costs associated with longer than expected environmental issues and additional video analytics

It addes the Voltmer Inc. to install Dynamic Message boards *$525,560*, and adds $27,109 for Voltmer Inc. contingency

I. Direct Labor Cost (Prime Only)

Category	Hours	Hours Added	Rate/Hour	Amount	Amendment 2 Change $	New $
Project Manager (SEM)	450	32	$103.76	$50,012		
Chief Engineer (SEM)	16		$103.76	$1,660		
Lead Engineer (SEM)	324	60	$103.76	$39,844		
Senior SW Engineer (Sup. E)	1596	60	$75.69	$125,343		
Principle Engineer	2970		$67.13	$199,376		
Systems Engineer (SE)	828	312	$55.57	$63,350		
Engineer I	1425	40	$37.60	$55,084		
Admin Assistant	240	24	$33.35	$8,804		
Payroll total:	7849		Change		$33,729	$543,473

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA.	Indirect Cost Factor:			114.38%	$38,580	$621,625
IIB.	FCCM Factor: [Insert FCCM factor]			0.008%	2	$43
Combined Overhead and FCCM total:						$621,668

III. Direct Project Expenses (Prime Only)

		Previous $				
Hotel	18	2420	110		-$440	$1,980
Airlines	10	4000	400		-$4,000	$0
Rental Car	16	800	50		$0	$800
Breakfast	36	273	6.5		-$39	$234
Lunch	36	273	6.5		-$39	$234
Dinner	35	798	19		-$133	$665
Misc. Equipment costs		2000			-$2,000	$0
Mileage	4300	4704	0.56		-$2,296	$2,408
Servers, Equipment Including COTS License Fees		$111,000			-$59,778.73	$51,221
14 cell router kits (router, power supply and antenna)@ $1K each						$14,000
2 DMS insert modules @ $3400 each (For combination signs)						$6,800
iNET™ License Fees (Invoiced at start of development)					0	$250,000
iNET™ Maintenance License Fees (Invoiced at Start of System Maintenance)					0	$30,000
Intelligent Intersections SAAS					0	$153,106
Total Direct Project Expenses					-$68,726	$511,448

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III) $3,585 $1,676,589

(Rounded)

V. Fixed Fee (Prime Only) (% X (I + IIA)) Fixed Original 0 $163,918

Less FCCM (IIB) $43

Fee calculation is based on the original hours and no fee is being added for the additional hours. Fix Fee total: $163,875

(Rounded)

VI. Contingency (Prime Only) % X (I + II + III) $0 $0

(Rounded)

VII. Subconsultant Expenses (Designate if Cost Plus Fixed Fee (CP), Lump Sum (LS), etc. and include appropriate number of Attachment "I's" as necessary)

		Previous Budget		Amendment 1
Origin Design	CPFF	$74,454	$6,057	$80,511
TranSmart (Not a DBE anymore)	CPFF	$41,000	-$1,020	$39,980
Alrek (DBE)	Direct Rate	$114,573	-$2,089	$112,484

Aimsun	LS	$708,194	0	$708,194
Voltmer Electric Inc. Quoted Price	LS	$0	525,560	$525,560
Voltmer Contingency		$0	$27,109	$27,109
Total Subcontractor Costs:		$938,221	$555,617	$1,493,838
	(Rounded)			

VIII. [Indicate type of reimbursement] Agreement Total (IV + V + VI + VII) $3,334,302

(Maximum Amount Payable) (Rounded)

**Including the FCCM in the overhead rate is optional. If included in the overhead, it must be subtracted from the Fixed Fee amount. If FCCM is not included in the overhead, these lines may be omitted from the calculations.*

Alrek

ATTACHMENT C-1
Amendment 2
Cost Analysis Worksheet

Contract
Project Number: EDP-2100(699)-7Y-31. Amendment 1

Labor Cost (Alrek)

Category	Hours	Direct Rate /Hour	Amount	
Systems / Software Engineer	836	$134.55	$112,484	
Payroll total:	836			$112,484

Subconsultant Expenses

			Original Budget	Amendment 1
Hotel	5	$110.00		$550
Airlines	1	$500.00		$500
Rental Car	6	$50.00		$300
Breakfast	6	$6.50		$39
Lunch	6	$6.50		$39
Dinner	6	$19.00		$114
Misc. Equipment Costs				$547
			$0	$2,089
	(Rounded)			
			Not used	-$2,089
Agreement Total				$114,573
		(Maximum Amount Payable)	(Rounded)	
			Final Total	$112,484

Origin Design

ATTACHMENT C-1
Amendment 2 additions
Cost Analysis Worksheet

Contract
Project Number: EDP-2100(699)-7Y-31. Amendment 2

I. Direct Labor Cost (Prime Only)

Category	Hours	Adc	Rate/Hour	Amount	
PE IV	86.0	2.0	$61.68	$5,428	
PE I	90.0	4.0	$34.82	$3,273	
ED II	328.0	40.0	$31.88	$11,732	
Payroll total:	504.0				$20,433

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA.	Indirect Cost Factor:		240.18%	$49,075
IIB.	FCCM Factor: [Insert FCCM factor]		0.000%	$0
Combined Overhead and FCCM total:				$49,075

III. Direct Project Expenses (Prime Only)

Total Direct Project Expenses Miliage		1030	0.56	$577

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III)				$70,085
	(Rounded)			
V. Fixed Fee (Prime Only)		(% X (I + IIA))	15%	$10,426
	Less FCCM		(IIB)	$0
			Fix Fee total:	$10,426
	(Rounded)			
VI. Contingency (Prime Only)		% X (I + II + III)		0
	(Rounded)			

VII. Subconsultant Expenses (Designate if Cost Plus Fixed Fee (CP), Lump Sum (LS), etc. and include appropriate number of Attachment "I's" as necessary)

(Rounded)

	Original		New
VIII. [Indicate type of reimbursement] Agreement Total (IV + V + VI + VII)	$74,454	$6,057	$80,511
	(Maximum Amount Payable)	(Rounded)	

**Including the FCCM in the overhead rate is optional. If included in the overhead, it must be subtracted from the Fixed Fee amount. If FCCM is not included in the overhead, these lines may be omitted from the calculations.*

TranSmart

ATTACHMENT C-1

Amendment 2 additions

Cost Analysis Worksheet

Contract

Project Number: EDP-2100(699)-7Y-31. Amendment 1

I. Direct Labor Cost (TranSmart)

Category	Hours	Rate/Hour	Amount
Senior Profesional	82	88.64	$7,268
Engineer IV	78.0	$47.90	$3,736
Engineer III	48.0	$43.15	$2,071
Engineer II	42.0	$37.39	$1,570
Engineer I	28.0	$34.10	$955
Billing Specialist	24.0	$28.17	$676
Payroll total:	220.0		$16,277

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA.	Indirect Cost Factor:		114.76%	$18,680
IIB.	FCCM Factor: [Insert FCCM factor]		0.000%	$0
Combined Overhead and FCCM total:				$18,680

III. Direct Project Expenses (TranSmart)

Hotel	4	110	$440
Airlines	0	350	$0
Rental Car	0	0	$0
Breakfast	4	6.5	$26
Lunch	4	6.5	$26
Dinner	4	19	$76
Milieag	414	0.56	$232
Total Direct Project Expenses			$800

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III)		$35,757
	(Rounded)	

V. Fixed Fee (Prime Only)		(% X (I + IIA))	15%	$5,244
	Less FCCM		(IIB)	$0
			Fix Fee total:	$5,244
	(Rounded)			
VI. Contingency (Prime Only)		% X (I + II + III)		0
	(Rounded)			

VII. Subconsultant Expenses (Designate if Cost Plus Fixed Fee (CP), Lump Sum (LS), etc. and include appropriate number of Attachment "I's" as necessary)

	0		$0
(Rounded)			
		Budget not used	-$1,020
VIII. [Indicate type of reimbursement] Agreement Total (IV + V + VI + VII)		Original	$41,000
		Final	$39,980
	(Maximum Amount Payable)	(Rounded)	

**Including the FCCM in the overhead rate is optional. If included in the overhead, it must be subtracted from the Fixed Fee amount. If FCCM is not included in the overhead, these lines may be omitted from the calculations.*

Voltmer Electric Inc.

ATTACHMENT C-1

Amendment 2 additions

Cost Analysis Worksheet

Quoted Price	$525,560
Contingency	$27,109
Max Payable	**$552,669**

ATTACHMENT D

Voltmer Inc. Subcontractor Agreement

SUBCONTRACT AGREEMENT (USA)
PRIME CONTRACT: CITY OF DUBUQUE 3002763
PROJECT TITLE: SMART TRAFFIC ROUTING
WITH EFFICIENT AND EFFECTIVE TRAFFIC SIGNALS
(STREETS)
PAYMENT TERMS: PWP
EFFECTIVE DATE: JANUARY XX, 2026

PARSONS TRANSPORTATION GROUP INC.	**VOLTMER INC.**
A company organized and existing under the laws of Illinois Address For Notices Address: 9101 Burnet Road, Suite 210 Austin, TX 78758 Attn: Ben Mills Phone: 512-627-5727 E-Mail: ben.mills@parsons.com	A company organized and existing under the laws of Iowa Address for Notices: P.O. Box 200, 2279 State Hwy 9 Decorah, IA 52101 Telephone: (563) 382-9214 Email: Info@voltmerelectric.com Point of Contact (Attention): Gerad Voltmer
The above representative is authorized to direct the Subcontractor with respect to the performance of this Agreement and to receive all notices from the Subcontractor hereunder. Such delegation of authority may be changed from time to time at Parsons' option by delivering written notice of the change to the Subcontractor.	The above representative is authorized to act on behalf of the Subcontractor with respect to the performance of this Agreement and to receive all notices from Parsons hereunder. Such delegation of authority may be changed from time to time at Subcontractor's option by delivering written notice of the change to Parsons.

This Subcontract Agreement (**Agreement**) is entered into by and between **Parsons Transportation Group Inc.** and its Affiliated Entities (**Parsons**),and **Voltmer Inc.** (**Subcontractor**) for Subcontractor scope of work services as required by **City of Dubuque** (**Client or Owner**) for Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS)(**Project**). The services being furnished by **Parsons** to the Client under **Parsons**' Contract number **3002763** (**Prime Contract**) with the Client for the Project are more fully described therein. The above referenced parties are individually referred to herein as a **Party** and collectively as the **Parties**.

The Parties agree to be bound by the terms and provisions of this Agreement, which include the following Attachments, which are attached hereto and are incorporated herein by this reference.

- Attachment 1 / Special Provisions
- Attachment 2 / General Conditions
- Attachment 3 / Scope of Services & Schedule
- Attachment 4 / Compensation & Payment
- Attachment 5 / Sample Insurance
- Attachment 6 / Final Release
- Exhibits 1, 2, 3, 4, 5, 6, 7, 8

In the event of a conflict between the terms and provisions of this Agreement, the Attachments or Exhibits attached hereto, the above order of precedence shall apply in descending order.

SUBCONTRACT AGREEMENT TYPE: LUMP SUM	**WORK SHALL BE STARTED: JANUARY XX, 2026**
TOTAL AMOUNT OF AGREEMENT: US DOLLARS $ 525,560.00	**WORK SHALL BE COMPLETED: 12/31/2026**
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SHOWN BELOW. THE EFFECTIVE DATE OF THIS AGREEMENT REMAINS AS ENTERED ABOVE.	

PARSONS TRANSPORTATION GROUP INC. Name		
Title	Signature	Date
VOLTMER INC. ACCEPTANCE BY: Name Gerad Voltmer		
Title President	Signature	12/18/2025 Date

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EXHIBIT 8 – CONTRACT SPECIFICATIONS - RESERVED ERROR! BOOKMARK NOT DEFINED.

Attachment 1 Special Provisions

SP.1 PRIME CONTRACT FLOW DOWN REQUIREMENTS

The Prime Contract between **Owner** and **Parsons** (**Prime Contract**) is incorporated in this Agreement and is found in **EXHIBIT 3 - PRIME CONTRACT FLOWDOWN REQUIREMENTS** hereto. All requirements and obligations of **Parsons** in the **Prime Contract** shall apply to **Subcontractor** to the extent they are applicable under the scope of this Agreement. In the event of a conflict between the Prime Contract and other terms and conditions of this Agreement, with the exception of Insurance, Indemnification and Limits on Liability, the Prime Contract shall prevail.

SP.2 NO CONFLICTS

Subcontractor represents and warrants that it has no obligations to any third-party which will in any way limit or restrict its ability to perform the Services for **Parsons** hereunder.

SP.3 NATIONAL DEFENSE AUTHORIZATION ACT SECTION 889 (A)(1)(B) AND APPLICATION OF FAR CLAUSES 52.204-24 AND 52.204-25

In accordance with US National Defense Authorization Act Section 889 (a)(1)(B) and application of FAR clauses 52.204-24 and 52.204-25, Parsons and its subcontractors and suppliers are prohibited from procuring telecommunications and video surveillance services from the following companies, their subsidiaries, or affiliates of such entities: **Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company and Dahua Technology Company."**

SP.4 ADDITIONAL INSURANCE REQUIREMENTS:

Prime Contract Insurance Requirements – As noted in "Attachment 1 / Special Provisions / Prime Contract" (below) between **Parsons** and Client, **Subcontractor** shall provide the insurance requirements outlined in GC.12 INSURANCE herein and the additional insurance requirements from the Prime Contract.

SP.5 SOFTWARE DEVELOPMENT PERFORMANCE REQUIREMENTS: RESERVED

SP.6 TESTING LABORATORY SERVICES: RESERVED

SP.7 LIQUIDATED DAMAGES: RESERVED

SP.8 AGREEMENT SECURITY REQUIREMENTS: RESERVED

SP.9 DOT REQUIREMENTS: RESERVED

Attachment 2 General Conditions

The following terms and conditions are incorporated into this Agreement.

GC.1 STANDARD OF CARE AND WARRANTY

1. **Standard of Care:** The Services to be performed by the **Subcontractor** shall be set forth in **ATTACHMENT 3 – SCOPE OF SERVICES & SCHEDULE**, and the **Subcontractor** shall provide those Services with the level of care and skill ordinarily exercised by members of the **Subcontractor's** profession practicing in the same locality of the project under similar conditions. **Subcontractor** shall reperform any Services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, **Parsons** may cause the same to be corrected and deduct costs incurred from **Subcontractor's** compensation. See **EXHIBIT 2 - QUALITY CONTROL REQUIREMENTS** for Subcontract Agreement Work.

2. **General Warranty:**
   a. In addition to any other warranties and/or obligations contained herein, **Subcontractor** warrants that all Work (including but not limited to the design, engineering, construction and materials furnished by **Subcontractor** or its lower tier subcontractors) shall strictly comply with the provisions of this Agreement and all specifications and drawings referred to in this Agreement or thereafter furnished by **Parsons**, that such Work shall be free from defects in construction, workmanship, and design, and that it shall be fit for its intended purpose, and that it will be provided in a timely and workmanlike manner. **Subcontractor** further warrants that all materials, equipment, and supplies furnished by **Subcontractor**, its subcontractors, and suppliers, for the Work shall be new, merchantable, and of the most suitable grade. Without limitation of any other rights or remedies of **Parsons** or Owner, if any defect in the Work in violation of the foregoing warranty appears within the period set forth below, **Subcontractor** shall upon receipt of written notice of such defect, promptly furnish, at no cost to **Parsons** or Owner, all labor, equipment and materials at the Site necessary to correct such defects and cause the Work to comply fully with the foregoing warranties. If **Subcontractor** fails to repair or replace such defect, **Parsons**, at its option may correct the defect and all costs and expenses of **Parsons** in correcting the defective Work shall be the responsibility of **Subcontractor** and shall be deducted from payments due to **Subcontractor** or paid to **Parsons** on demand.

   b. The **Subcontractor's** warranties set forth in paragraph "2.a" shall extend for a period of eighteen (18) months after the date of final written acceptance of the Work by **Parsons** and Owner, or twelve (12) months after the start of regular operation or use of the Work by Owner, whichever occurs first.

   c. All Work furnished by **Subcontractor** pursuant to paragraph "2.a: to correct defects shall be warranted by **Subcontractor** in accordance with the warranties set forth in paragraph "2.a" for a period of twelve (12) months from the date of acceptance by **Parsons** of such correction.

3. **Supplier/Manufacturers' Warranty**:

   a. **Subcontractor** shall be fully responsible to **Parsons** for all acts and omissions of its subcontractors or suppliers and other individuals or entities performing or furnishing any of the Work. Nothing in the Agreement shall create for the benefit of any such **Subcontractor**, supplier or other individual or entity any contractual relationship between Owner or **Parsons** and any such **Subcontractor**, supplier or other individual or entity, nor shall it create any obligation on the part of Owner or **Parsons** to pay or to see to the payment of any moneys due any such **Subcontractor**, supplier or other individual or entity except as may otherwise be required by laws.

   b. If required by the terms of the Prime Contract, **Subcontractor** shall furnish Owner with all material and equipment warranties in the name of Owner as part of **Subcontractor's** close out documentation. Unless and until such material and equipment warranties are assigned to the Owner, **Subcontractor** shall enforce all material and equipment warranties and other warranties on behalf of **Parsons** (or at **Parsons'** request, the Owner), unless relieved from such obligation in writing by **Parsons**.

GC.2 THE PRIME CONTRACT

(See ATTACHMENT 1 – SPECIAL PROVISIONS.) The Prime Contract between the Owner and **Parsons,** "Prime Contract", is incorporated in this Agreement and is found in EXHIBIT 3 – PRIME CONTRACT FLOWDOWN REQUIREMENTS hereto. Prime Contract Flow Downs will be incorporated into this Agreement in EXHIBIT 3.

GC.3 COMPLIANCE WITH LAW

In performing the Services, the **Subcontractor** shall comply with, and ensure that its employees, representatives, and lower-tier subcontractors comply with all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations, including but not limited to those relating to safety, health and environment. Such applicable laws and regulations may include, but are not limited to, the Occupational Safety and Health Act of 1970, the Construction Safety Act and Environmental laws. Every member of the **Subcontractor's** team has both the authority and the responsibility to stop work at any time to protect their respective safety and health, the safety and health of everyone around them, and the environment. If the **Subcontractor** sees anything that raises a safety concern, the **Subcontractor** is authorized to STOP WORK IMMEDIATELY until that activity can be further evaluated and completed safely. If the **Subcontractor** fails to comply with the safety requirements set out in this Agreement or any other applicable safety regulations, **Parsons** may at its discretion, without prejudice to any other legal and contractual rights, take reasonable actions to secure a safe environment, including but not limited to suspending or terminating this Agreement. Any costs incurred by **Parsons** in taking such remedial actions shall be at the **Subcontractor's** expense and to the **Subcontractor's** account. Further, the **Subcontractor** shall not be entitled to, nor shall it make any claim for, an extension of time or for compensation for damages or otherwise by reason of, or in connection with, **Parsons**' work stoppage due to the **Subcontractor's** non-compliance with the above.

GC.4 PROJECT DATA

1. Review of Project Data: The **Subcontractor** is solely responsible for obtaining all data and information necessary for the proper and complete execution of the Services, and by executing this Agreement, the **Subcontractor** acknowledges that it reviewed all contract documents and project documents relating to this Agreement, as well as all drawings, plans, specifications or other materials and/or reports that were reasonably available to the **Subcontractor** (through **Parsons** or otherwise) and that it has satisfied itself that there are no areas of ambiguity, confusion or conflict ("Problems") with respect to the performance of the Services required by this Agreement. The **Subcontractor** shall be responsible for, and liable for, any damages and/or costs incurred by the Parties due to the **Subcontractor's** failure to become aware of any such Problems and to notify **Parsons** of the same prior to signing this Agreement.

2. Reliance on Project Data: In the event the **Subcontractor** needs any data or information from the Client, and to the extent the **Subcontractor** did not request the same prior to the execution of this Agreement, the **Subcontractor** shall submit a request for the same to **Parsons**, in writing, who will then forward the request to the Client. In all cases where the **Subcontractor** is expressly required by the terms of this Agreement to go back-to-back with the terms of the Prime Contract, the **Subcontractor** shall only be entitled to rely upon data and information provided by or through the Client to the extent that **Parsons** is entitled to rely upon the same under the Prime Contract.

GC.5 CHANGES

The Services to be performed by the **Subcontractor** under this Agreement may be revised, increased or reduced only by **Parsons**' written order. If the **Subcontractor** receives **Parsons**' written order, and if that written order will increase **Subcontractor**'s cost or cause a delay in the performance of the Services, the **Subcontractor** shall notify **Parsons**, in writing, of the increased cost and/or the schedule impact as a result thereof within three (3) days after receiving **Parsons'** written order (the "**Subcontractor**'s Change Order Notice"); provided, however, that if the Agreement expressly requires the **Subcontractor** to go back-to-back with the terms of the Prime Contract, and if the corresponding Prime Contract specifies a shorter period of time for **Parsons** to notify the Client of such increased costs and/or schedule impacts, the **Subcontractor** shall provide the **Subcontractor**'s Change Order Notice within such shorter period. The **Subcontractor** shall be deemed to have waived its right to seek additional compensation from **Parsons** with respect to **Parsons**' written order unless the **Subcontractor** delivers to **Parsons** the **Subcontractor's** Change Order Notice within the aforementioned time period. The **Subcontractor** shall comply with **Parsons**' written order taking reasonable measures to minimize cost and schedule impact. If the **Subcontractor's** Change Order Notice is delivered to **Parsons** within the above time period, then **Parsons** and the **Subcontractor** shall meet and attempt to agree on the cost and/or schedule impact arising from **Parsons**' written notice. Thereafter, if agreed, **Parsons** and the **Subcontractor** will execute an amendment to this Agreement. On the other hand, if

Parsons and **Subcontractor** do not agree on the cost and/or schedule impact of the order, **Parsons** may issue a unilateral change order stating the additional compensation and/or schedule revision to be allowed the **Subcontractor**, with the understanding that the **Subcontractor** may dispute the unilateral change order as provided under the Disputes section of this Agreement. **Subcontractor** shall continue performance of the Services, including Services subject to dispute, during the time necessary to resolve the Dispute.

GC.6 RELEASES AND PAYMENTS

With respect to all Services provided by **Subcontractor** pursuant to this Agreement, and to the greatest extent allowed by law, (1) no liens or other encumbrances shall be filed by **Subcontractor**; (2) **Subcontractor** expressly waives and relinquishes any and all rights to such liens or encumbrances; (3) the waiver stated in (2) is an independent covenant supported by separate consideration included within the agreement price; and (4) **Subcontractor** shall ensure that a clause substantially similar to this is included in all lower tier subcontracts issued hereunder. **Parsons** may, as a condition precedent to any payment, require **Subcontractor** to furnish complete waivers or releases of any and all such liens, charges, encumbrances, and claims. Waivers or releases must be furnished by **Subcontractor** covering all liens, charges, encumbrances, and claims as a condition to final payment, which shall be in the form of **Attachment 6** to this Agreement. **Parsons** may at any time pay and discharge liens, claims and encumbrances filed by the **Subcontractor's** subcontractors or suppliers and deduct the amount so paid, together with reasonable costs and attorneys' fees, from any compensation due the **Subcontractor** hereunder. The acceptance by the **Subcontractor** of the final payment for this Agreement under this Agreement shall operate as a release to **Parsons** for all claims and liabilities of the **Subcontractor**, its representatives, subcontractors, suppliers and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the Services applicable to the corresponding Agreement. Final payment shall in no way relieve the **Subcontractor** of liability for its obligations or for faulty or defective work discovered after final payment.

GC.7 RIGHT TO WITHHOLD

If the **Subcontractor** fails to maintain the Schedule due to its fault or the fault of its lower tier subcontractors, or should it otherwise commit a breach of this Agreement, **Parsons** may, in addition to pursuing any other remedy available to it under this Agreement or otherwise available at law, withhold from the **Subcontractor's** compensation an amount that **Parsons** deems reasonable and necessary to assure performance of the Services and/or to protect **Parsons** from loss under this Agreement or any Agreement. **Parsons** may also withhold payments that are due to the **Subcontractor** on one Agreements to protect itself against loss relating to another Agreement. Payments may be withheld in an amount sufficient to cover any loss, or prospective loss, relating to the **Subcontractor's** services.

GC.8 CONFIDENTIALITY

The terms of this Agreement and all information provided by **Parsons** hereunder, and all information obtained by **Subcontractor** (and its agents, representatives, employees, suppliers, contractors and service providers) pursuant to the performance of the Services hereunder (including but not limited to all drawings, specifications, plans, programs, designs, and software) shall (a) be considered confidential and proprietary, (b) be held in confidence by **Subcontractor** (and its agents, representatives, employees, suppliers, contractors and service providers), (c) be considered confidential information under this Agreement, and (d) not be reproduced, transmitted, used or disclosed by the **Subcontractor** (or its agents, representatives, employees, suppliers, contractors and service providers) without the written consent of **Parsons**, except as may be necessary for the **Subcontractor** to fulfill its obligations hereunder; provided that this limitation shall not apply to information or any portion thereof that was within the public domain at the time of its disclosure or was previously known to the **Subcontractor**, or is required to be produced in response to subpoena, court order or other legal proceeding and the **Subcontractor** provides immediate notice to **Parsons** of such request. **Subcontractor** acknowledges that all such information gathered by **Subcontractor** in the performance of the Services under this Agreement is the property of **Parsons** or the Client and shall be returned to **Parsons** with any copies made at the completion of the Services, save one confidential record copy. The requirements of this provision shall survive the termination of this Agreement.

GC.9 PUBLICITY RELEASES

All news releases, publicity releases and releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which the **Subcontractor** or any of its agents, employees, contractors or suppliers desire to make for purposes of publication in whole or in part, shall be forwarded to **Parsons** for review and approval prior to release, which approval may be withheld by **Parsons** in its sole and absolute discretion. Absent such approval, which must be in writing, no news release, publicity release or release of any reports, papers, articles, maps, or other documents in any way

concerning this Agreement shall be made by **Subcontractor** (or any of its agents, employees, contractors or suppliers) concerning the subject matter of this Agreement.

GC.10 ACCESS TO RECORDS

If this Agreement is performed on a time and material basis, (i) the **Subcontractor** shall maintain complete records of all hours billed and direct costs incurred under that Agreement as to accurately reflect the Services performed and the basis for compensation and reimbursement, and (ii) the authorized representatives of **Parsons** shall have the right to inspect, audit and reproduce all records, books, documents, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data, including accounting procedures and practices relating to any such Services, at all reasonable times and with reasonable prior notice during normal business hours. The **Subcontractor** shall preserve all such records for a period of three (3) years after the date of final payment for Services or such longer time as may be specified by law or in the corresponding Prime Contract (if the Agreement requires the **Subcontractor** to go back-to-back with the Prime Contract).

GC.11 INTELLECTUAL PROPERTY RIGHTS

1. Right to Work Product: **Parsons** shall have unlimited, unconditional, irrevocable, and fully assignable intellectual property rights and moral rights, which vest upon creation, in all drawings, designs, specifications, notes and other work, regardless of format, electronic or otherwise, developed by the **Subcontractor** in the performance of the Services ("Work Product"). **Parsons** grants the **Subcontractor** a limited non-exclusive license to use and modify the Work Product for purposes of performing the Services. The **Subcontractor** agrees that copies of all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, test results, and other data including electronic media and data such as programs, simulations, studies, reports, and the like, prepared by or for the **Subcontractor** shall be delivered to **Parsons** upon completion of the work (or upon the earlier termination of this Agreement). **Parsons** shall have the right to use same without restrictions or limitation and without compensation to the **Subcontractor** other than that provided for in this Agreement. **Subcontractor** shall not be responsible for the consequences of any modifications to the Work Product made by someone other than the **Subcontractor** or persons under its control or for use other than the intended use as described in this Agreement or a corresponding Agreement**.**

2. Pre-existing Intellectual Property Rights: Pre-existing Intellectual Property Rights are not affected by this Agreement. However, each Party hereby grants to the other a non-exclusive, royalty-free license to use the other's Pre-Existing Intellectual Property solely for purposes of (a) obtaining the benefit of the Services (in the case of **Parsons**), and for purposes of (b) performing or providing the Services (in the case of the **Subcontractor**). For purposes of this clause, "Pre-Existing Intellectual Property Rights" in respect of a Party means intellectual property rights owned by that party which are in existence at the date of this Agreement or come into existence after the date of this Agreement otherwise than in connection with this Agreement or this Agreement issued hereunder.

3. Third Party IP Rights: **Subcontractor** warrants that the Work, to the extent exclusively created by **Subcontractor**, or its subcontractors and suppliers will not violate or in any way infringe upon the intellectual property rights of third parties. If **Subcontractor** uses any third party intellectual property to provide the Work or incorporates any third party intellectual property into the Work, **Subcontractor** warrants that it has the rights to use such third party intellectual property to do the Work and to incorporate such third party intellectual property into the Work and to sublicense the same to **Parsons**. In support of this warranty, unless **Subcontractor** is authorized to do so by the authorized licensor of any applicable third-party intellectual property, **Subcontractor** shall not incorporate into any Work any third-party intellectual property. **Subcontractor** shall defend, indemnify, protect, and hold harmless **Parsons** from and against any and all liabilities, losses, damages, fees, including actual attorney's fees, royalties, costs, and expenses, arising from a claim from any person or party of infringement or alleged infringement of any intellectual property rights based on **Subcontractor's** (or its agents, employees or subcontractors) creation of the Work Product or any of the Services of **Subcontractor** hereunder. If such a claim is made or appears possible, **Parsons** agrees to permit **Subcontractor** to procure for **Parsons** the right to continue to use the Work Product, or to modify or replace the Work Product to make it non-infringing, if possible.

GC.12 INSURANCE

Minimum Insurance Coverage: Notwithstanding anything to the contrary contained herein, the minimum insurance requirements specified below shall apply unless the Prime Contract has a more stringent requirement applicable to the **Subcontractor**, in which case, the corresponding insurance obligations for the **Subcontractor** in the Prime Contract shall

control. The insurance policies are to be written and procured by good and solvent insurers authorized in the State in which the project is located, with an A.M BEST Insurance Rating of "A- VII or better or by such other companies acceptable to **Parsons** in its sole discretion.

Workers Compensation in accordance with the statutory requirements of the state in which the Services are performed, and Employer's Liability Insurance in the amount:

a.	Bodily Injury by Accident	US$1,000,000 Each Accident
b.	Bodily Injury by Disease	US$1,000,000 Policy Limit
c.	Bodily Injury by Disease	US$1,000,000 Each Employee

Where appropriate for the type and scope of employment, coverage shall be extended to include USL&H and Jones Act endorsements, or separate coverage shall be provided.

Commercial General Liability per the most recent Insurance Services Office (ISO) Commercial General Liability Insurance (CG0001) or equivalent, including Bodily Injury, Property Damage, Personal and Advertising Injury, Contractual Liability and Completed Operations with limits in an amount of:

a. US$1,000,000 Bodily Injury and Property Damage – Each Occurrence
b. US$1,000,000 Personal & Advertising Injury Limit
c. US$2,000,000 General Aggregate
d. US$2,000,000 Products/Completed Operations Aggregate
e. This policy shall not contain any contractual exclusion relative to state labor laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.

Professional Liability Insurance including errors and omissions in an amount of one million dollars (US $1,000,000) per claim and in the annual aggregate.

Automobile Liability Insurance per the most recent Insurance Services Office (ISO) Comprehensive Automobile Liability policy (CA 00 01) or equivalent with limits in an amount of one million dollars (US $1,000,000) for Bodily Injury and Property Damage on a Combined Single Limit basis. Such policy shall cover all owned, non-owned and hired automobiles.

Watercraft If the performance of this Agreement requires the use of watercraft, **Subcontractor** shall carry on all watercraft used in the performance the Services, or require the owners of such watercraft to carry: (i) Hull and Machinery (including Collision Liability) Insurance, subject to the terms and conditions of the American Institute Hull Clauses or equivalent, in an amount not less than the market or replacement value of the watercraft, whichever is greater (any language in this policy which limits coverage to an insured who is not entitled limitation of liability shall be deleted), and (ii) Protection Indemnity Insurance including a contractual liability extension, in an amount of five million dollars (US $5,000,000) or the market value of the watercraft, whichever is greater (any language in this policy which limits coverage to an insured who is not entitled limitation of liability shall be deleted).

Aircraft If the performance of this Agreement requires the use of aircraft (including helicopters), **Subcontractor** shall carry, or require the owners of such aircraft to carry: Aircraft Liability Insurance with Single Limit Bodily Injury & Property Damage including Passenger Liability in an amount of ten million dollars (US $10,000,000) each Occurrence applicable to owned, rented, leased, or borrowed aircraft while in the custody of the insured or anyone operating such aircraft with insured's permission. The policy shall not contain a "per-passenger" sublimit less than the required Ten Million dollars ($10,000,000).

Unmanned Aerial System (UAS) Liability If the performance of this Agreement requires the use of an UAS, the operator shall meet all applicable FAA rules and maintain UAS Liability coverage in an amount of US$1,000,000 each occurrence and in the annual aggregate including premises liability for operator's actions and personal injury coverage.

Umbrella/Excess Insurance: Total limits may be provided by any combination of primary and excess/umbrella policies.

Additional Insured Each insurance policy shall be endorsed to include **Parsons**, the Client, and their respective officers, directors, agents, and employees as additional insureds for both Ongoing Operations and Completed Operations with the exception of Professional Liability and Workers Compensation. Coverage afforded the additional insureds shall apply on a primary and non-contributing basis with the any coverage maintained by the additional insured. In such cases, if the

Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

Waiver of Subrogation All policies with the exception of Professional Liability Insurance required by this Agreement, as allowed by statute, shall include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against **Parsons**, the Client, and their respective officers, directors, agents and employees as additional insureds.

Prior to commencement of the Work and at all times during the performance of the Contract, the **Subcontractor** shall take out and maintain all insurance necessary to satisfy the insurance coverage obligations of this Agreement at its sole cost and expense. Likewise, **Subcontractor** shall require all of its Subcontractors of any tier to provide and maintain insurance of the type and in limits as set forth herein. All such coverage shall be in a form and with insurers acceptable to **Parsons**. Coverages and limits identified above are not intended, and are not to be interpreted, as recommendations by **Parsons** of adequate protection for the Contractor. Limits identified above do not limit **Subcontractor's** liability.

All liability insurance policies written on a claims-made basis shall be maintained for a minimum of five (5) years following completion of all Services, except for the **Subcontractor's** Professional Liability Insurance, which shall be maintained in full force and effect for a period of ten (10) years after the completion of the Services, either by renewal of annual policies or if non-renewed by purchase of extended reporting period (ERP).

CERTIFICATES OF INSURANCE AND ENDORSEMENTS - The **Subcontractor** shall furnish to **Parsons** acceptable certificates of insurance and endorsements evidencing the required insurance coverage specified herein prior to beginning the Service, on an annual basis throughout the term of this Agreement, and otherwise, within ten (10) days after receiving written notice from **Parsons** requesting the same. In addition, at **Parsons**' written request, **Subcontractor** shall, within ten (10) days, furnish copies of the actual insurance policies required under this Agreement to **Parsons**. An example of an acceptable form of Certificate of Insurance is attached hereto as ATTACHMENT 5 - SAMPLE INSURANCE. Policies shall be endorsed to provide **Parsons** 30 days' Notice of Cancellation. The **Subcontractor** shall provide **Parsons** with at least thirty (30) days written notice of any non-renewal or material change of coverage or limits. Additionally, only ten (10) days' notice shall be required if the cancellation is due to non-payment of premiums. Should **Subcontractor** fail to deliver the aforementioned certificates, endorsements, and copies of insurance policies in accordance with the foregoing, then in addition to all other rights and remedies available to **Parsons** hereunder, **Parsons** shall have the right to withhold any and all monies that may be otherwise due and payable to the **Subcontractor** until such time that the **Subcontractor** has provided the requested certificates, endorsements and copies of insurance policies to **Parsons**.

ADEQUACY OF COVERAGE- Coverages and limits identified above are not intended, and are not to be interpreted, as recommendations by **Parsons** of adequate protection for the **Subcontractor**. Limits identified above do not limit **Subcontractor's** responsibility. Any and all limits of liability available to the **Subcontractor** shall inure to the benefit of **Parsons** and the Client, regardless of dollar amount required above.

GC.13 INDEMNIFICATION

To the fullest extent permitted by law, the **Subcontractor** shall be responsible for and shall defend, protect, indemnify and hold harmless **Parsons**, its affiliated entities, and their employees, officers and agents (as well as the Client and its employees, officers and agents, if this Agreement binds the **Subcontractor** to the terms of a Prime Contract on a back to back basis) from and against any and all liabilities, claims, demands, causes of action, penalties, loss, cost, damage and expenses, including reasonable attorney's fees, expert and consultant's fees (collectively, "**Liability**"), arising from, connected with, or relating to the negligence or willful misconduct of, or breach of this Agreement by, the **Subcontractor** or anyone for whom the **Subcontractor** is legally responsible under the terms of this Agreement, (collectively, the "**Subcontractor Parties**") in connection with, or related to, the Services and/or this Agreement.

GC.14 TERMINATION AND SUSPENSION

1. Parsons' Right to Suspend: **Parsons** can suspend the Services under this Agreement for up to six (6) months, in the aggregate, without cause, and without an obligation to pay additional compensation to the **Subcontractor**. However, if this Agreements binds the **Subcontractor** to the terms of a Prime Contract on a back-to-back basis, and if **Parsons** receives payment from the Client as compensation for damages incurred by the **Subcontractor** as a result of the suspension, then **Parsons** shall pass through the amounts received from the Client (on behalf of the **Subcontractor**) to the **Subcontractor**. For all suspensions in excess of six (6) months, the **Subcontractor** may submit a written claim for an increase in the cost of performance for the corresponding Agreement, excluding profit.

2. Parsons' Right to Terminate for Convenience: **Parsons** may terminate this Agreement at **Parsons**' convenience, in whole or in part, by delivering written notice of such termination to the **Subcontractor**. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims that **Parsons** or the Client may have against the **Subcontractor**. In the event this Agreement is terminated by **Parsons** for convenience, cancellation payments to the **Subcontractor** or refund to **Parsons**, if any, as a result of a termination for convenience will be based on that portion of the Services that are satisfactorily performed up through the date of termination, including reimbursement for reasonable overhead and profit on the Services performed up through the date of termination, plus reasonable and necessary expenses resulting from the cancellation, as substantiated by documentation satisfactory to and verified by **Parsons**, less amounts previously paid by **Parsons** to the **Subcontractor**, and less amounts that are reasonably withheld by **Parsons** to offset damages that **Parsons** may suffer or incur as a result of the **Subcontractor's** breach of this Agreement, if any. Notwithstanding the foregoing, the **Subcontractor** shall not be entitled to any prospective or anticipatory profits or damages because of such termination. Furthermore, in the event **Parsons** terminates this Agreement for convenience, **Parsons** reserves the right to direct the **Subcontractor** to assign to **Parsons** any of the **Subcontractor's** subcontracts, orders, or commitments, and upon receiving any such direction from **Parsons**, the **Subcontractor** agrees to diligently and timely comply with such direction. Notwithstanding anything to the contrary contained herein, if this Agreements binds the **Subcontractor** to the terms of a Prime Contract on a back-to-back basis, and if **Parsons** terminates that Agreement for convenience because the Client has terminated the corresponding Prime Contract for its convenience, then to the greatest extent allowed by law, the **Subcontractor** shall only be entitled to payment for the above costs to the extent that **Parsons** is paid by the Client for these costs.

3. Termination and Suspension (for cause): **Parsons** may by written notice to the **Subcontractor** terminate or suspend this Agreement for the **Subcontractor's** default if:

    a. In **Parsons**' opinion, the **Subcontractor** appears to be insolvent or in such an unsound financial condition as to endanger performance; or
    b. The **Subcontractor** fails to perform the Services associated with a particular Agreement in accordance with the delivery schedule specified for that Agreement; or
    c. The **Subcontractor** breaches any clause or provision of this Agreement that is incapable of being cured; or
    d. **Parsons** has reason to believe that the **Subcontractor** will be unable to complete the Services for the contract price; or
    e. The **Subcontractor** has repudiated, either orally or in writing, its obligation to complete the Services pursuant to the terms of this Agreement; or
    f. The **Subcontractor** fails to comply with the Insurance requirements of GC.12 INSURANCE; or
    g. The **Subcontractor** has breached or otherwise failed to comply with any provision of this Agreement that is capable of being cured, and the **Subcontractor** does not cure the same within a period of ten (10) calendar days after receipt of written notice from **Parsons** specifying such cause and requesting that the **Subcontractor** cure the same.

If **Parsons** terminates this Agreement for cause, the **Subcontractor** shall be entitled to receive payment for all reasonable and authorized professional fees for Work performed by the **Subcontractor** prior to the effective date of termination, less any amounts that were previously paid to the **Subcontractor** hereunder (such difference being the "**Fees Owing Through Termination**"), and less the costs to complete the Services that are in excess of those costs **Parsons** would have incurred had the Agreement not been terminated for cause (the "**Excess Costs**"). In the event of such termination, **Parsons** may complete the Services or enter into an agreement with others for completion of the Services, and **Parsons** reserves the right to direct the **Subcontractor** to assign to **Parsons** any of the **Subcontractor's** subcontracts, orders or commitments. Notwithstanding the foregoing, if **Parsons** terminates this Agreement for cause, **Parsons** will not be obligated to pay the **Subcontractor** any further amounts that may be due and payable under this Agreement until after the Services are complete and **Parsons** has determined the amount of the Excess Costs. Once the Excess Cost is determined, **Parsons** will notify the **Subcontractor** of the Excess Costs, and if the Fees Owing Through Termination are greater than the Excess Costs, **Parsons** will promptly pay the **Subcontractor** the difference between the Fees Owing Through Termination and the Excess Costs. Conversely, if the Excess Costs are greater than the Fees Owing Through Termination, then the **Subcontractor** shall promptly pay **Parsons** the difference between the Excess Costs and the Fees Owing Through Termination.

In addition to the **Parsons**' termination rights set forth herein, **Parsons** shall have the right in its sole discretion to immediately terminate this Agreement in the event that **Parsons** reasonably believes that the **Subcontractor** has breached the provisions of Article GC.28 paragraphs A and B, or that a breach of such provisions is imminent. In such circumstances, the **Subcontractor** shall immediately cease rendering services hereunder, and **Parsons** shall have no further obligation to render payments to the **Subcontractor** hereunder.

GC.15 GOVERNING LAWS AND DISPUTES

All claims, disputes and matters in question arising out of or relating to this Agreement or any breach thereof ("**Disputes**") shall be resolved in the following manner:

1. This Agreement shall be governed by and construed in accordance with the laws of the State where the Project is (or is to be) constructed without reference to its conflicts of law provisions; provided, however, that if the "location where the Project will be constructed" is not readily determined, or if the Dispute is not associated with a particular Project, then the laws of the State of Virginia will apply, without reference to its conflicts of law provisions.

2. The parties will first attempt to settle the matter through amicable discussions. If no agreement can be reached, then the Parties shall submit to non-binding mediation prior to commencing arbitration or an action in a judicial forum. The cost for a mediator will be shared equally by the parties.

3. In the event of a Dispute where the amount in question equals or exceeds the amount of one million dollars (US $1,000,000) either Party may bring an action in a court of competent jurisdiction in the State where the Project is (or is to be) to be constructed, or if the "location where the Project will be constructed" is not readily determined, or if the Dispute is not associated with a particular Project, then the action may be brought in the State of Virginia. In any such litigation, the parties agree to waive their rights to a jury trial on all issues.

4. In the event of a Dispute where the amount in question is less than one million dollars ($1,000,000) the Dispute shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect subject to the following conditions:

    a. arbitration to be held in the State where the Project will be constructed or if the "**location where the Project will be constructed**" is not readily determined, or if the Dispute is not associated with a particular Project, then in the State of Virginia.
    b. there will be a single arbitrator appointed by the American Arbitration Association from its National Panel in accordance with its normal procedures for selection of arbitrators.
    c. the arbitrator will issue a detailed written decision setting forth the legal and factual basis of the decision. If there is more than one issue upon which a party's claim is based, the decision will separately address each issue.
    d. the Parties will produce documents as if the arbitration is governed by the Federal Rules of Civil Procedure.
    e. the agreement to arbitrate does not apply to any claim for contribution or indemnity based upon a claim or action by a person who does not consent to become a party to arbitration with the parties.
    f. the award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
    g. the Parties agree to consolidate any arbitration initiated in accordance with this provision with any arbitration involving either party and arising out of a common question of fact or law.
    h. notwithstanding any provision(s) contained in this Agreement or any rule(s) of the American Arbitration Association which may provide or be construed to the contrary, the Parties hereto agree that the arbitrator(s) shall have no authority to determine and dispose of any Dispute, or any part(s) thereof, pursuant to a motion for summary adjudication or any other such dispositive motion procedure.

5. If **Parsons** determines that all or any portion of any Dispute involving a claim by the **Subcontractor** against **Parsons** is or might be the responsibility in whole or in part of a third party not a party to this Agreement and **Parsons** commences a proceeding against such third party, **Subcontractor** may, after discussion with **Parsons**, be included within **Parsons**' proceeding with that third party; in the event of such inclusion, **Parsons**' liability to the **Subcontractor** will be limited to the amount recovered by **Parsons** from the third party on behalf of the **Subcontractor**, and the **Subcontractor** shall be responsible for its share of the costs of any such proceeding; resolution of the **Subcontractor's** Dispute against **Parsons** will be stayed pending completion of the separate proceeding against the third party.

6. Notwithstanding any other requirement of this Article, **Subcontractor** agrees to participate in and to comply with the dispute resolution provisions of the Prime Contract if, and to the extent, that the Prime Contract includes terms that are applicable to the resolution of the Dispute involving a claim by the **Subcontractor** against **Parsons**.

GC.16 SUCCESSORS AND ASSIGNS

The **Subcontractor** shall not subcontract, sublet or assign its rights or delegate its duties hereunder, in whole or in part, without the express prior written consent of **Parsons**, which may be withheld by **Parsons** in its sole discretion, and any attempted assignment of rights or delegation of duties in contravention of this prohibition shall be void and of no effect. A change in control of **Subcontractor** shall be deemed an assignment hereunder and subject to the requirements of this Article. For the purposes hereof, "**change in control**" shall mean the sale, pledge, assignment or other transfer, directly or indirectly, whether through merger, consolidation, recapitalization or other business combination or transaction by **Subcontractor** of (i) a majority of the stock or other equity interest or voting power of **Subcontractor** or of any entity owning or controlling such stock, equity interest or voting power; (ii) substantially all of the assets of **Subcontractor**; or (iii) the beneficial control of **Subcontractor**, in each case whether in one or a series of transactions.

GC.17 LICENSES AND PROFESSIONAL SEALS

By executing this Agreement, the **Subcontractor** warrants that it and its permitted subcontractors are currently licensed by all applicable jurisdictions to perform the Services and that it is authorized to do business in the locations and/or jurisdictions where the Services will be performed.

Additionally, **Subcontractor** shall provide the appropriate Professional Seals and Signatures, (Architects, Engineers, Professional Land Surveyors, Landscape Architects), on drawings, specifications and calculations provided under this Agreement. Professional Seals and Signatures must be issued by Professionals currently licensed to practice their profession within the state that the project is located.

GC.18 INDEPENDENT CONTRACTOR

The **Subcontractor** is an independent consultant with respect to performing the Services. The employees furnished by the **Subcontractor** to perform the Services shall be and are the **Subcontractor's** employees exclusively and shall be paid by the **Subcontractor** for all services in connection with this Agreement. The **Subcontractor** shall be responsible for all payments, obligations and reports covering social security, unemployment insurance, workers' compensation, income tax and other reports and deductions required by any applicable state, local or federal law.

GC.19 AFFIRMATIVE ACTION

The **Subcontractor** is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

GC.20 COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Should the **Subcontractor** employ any workers (directly or indirectly) to perform services in the United States with respect to this Agreement, then with regard to the Immigration Reform and Control Act of 1986 ("**IRCA**"), the **Subcontractor** represents and warrants that the **Subcontractor** is aware of and understands IRCA and is in compliance with IRCA and that the **Subcontractor** is not employing and shall not knowingly employ any workers (whether directly or indirectly) who will work in the United States who are not authorized to work for the **Subcontractor** in the United States. It shall be the **Subcontractor's** responsibility to properly complete I-9's for all employees and to confirm such employees' eligibility to work in the United States through E-Verify. The **Subcontractor** shall indemnify and hold harmless **Parsons** from and against any and all liabilities, losses or damages, fees (including but not limited to attorneys' fees, investigative fees and others), expenses, costs, however the same shall be caused, arising out of any investigation, cause of action, proceeding, claim, settlement, administrative proceeding or other legal action, based the alleged violation of this or any other statute or law, order, regarding employment of non-U.S. citizen.

GC.21 EXPORT COMPLIANCE

The Parties acknowledge that **Parsons** is subject to the Export Regulations of the United States of America regarding export and re-export of controlled items, services, or technical data from the United States. **Parsons**, including all of its employees and agents, is subject to U.S. export control laws and regulations that prohibit or restrict or penalize (i) transactions with certain parties, (ii) disclosure of certain information to certain parties, (iii) the type and level of technologies and services that may be exported or re-exported, (iv) the conduct of transactions involving non-U.S. parties, and (v) involvement in certain boycotts. These laws include, without limitation, the Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, the Trading with the Enemy Act, the Office of Foreign Assets Control Regulations, and other regulations issued pursuant to these and other U.S. laws. The **Subcontractor** agrees that it will not export or re-export, either directly or indirectly, any information or data or services received from **Parsons** or the direct product thereof to any country or person in contravention of said Export Regulations or make any other use of such information or data which would violate the laws of the United States of America.

GC.22 NOTICES

All notices and other communications between the Parties must be in writing and sent to the Party's email or office address for notices specified in this Agreement. All notices must be given either by (a) electronic mail, (b) a nationally recognized, next day courier service, (c) first class registered or certified mail, postage prepaid, or (d) by personal delivery. Notices shall be deemed to have been given (i) upon delivery if sent by electronic mail during a Business Day (or on the next Business Day if sent by electronic mail after the close of normal business hours or on a non-Business Day); and notice by e-mail shall only be deemed delivered only if the recipient acknowledges receipt (with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section), (ii) the next Business Day, if sent by a nationally recognized overnight delivery service (unless the records of the delivery service indicate otherwise), (iii) three Business days after deposit in the United States mail, certified, and with proper postage prepaid, (iv) when delivered personally.

GC.23 ENTIRE AGREEMENT

This Agreement, including all attachments and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between **Parsons** and the **Subcontractor** and supersedes all prior agreements, representations, understandings, and communications.

GC.24 CONTRA PROFERENTEM

Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting party, including without limitation the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

GC.25 INVALIDITY OF AGREEMENT

In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent necessary for compliance with applicable law.

GC.26 RIGHTS, REMEDIES AND WAIVER

The rights and remedies provided in this Agreement to **Parsons** shall be cumulative with and in addition to the rights and remedies otherwise available at law, or in equity. The failure of **Parsons** to insist upon the **Subcontractor's** performance of any of its obligations arising under this Agreement shall not be construed as a waiver or relinquishment of **Parsons'** right to such performance, nor shall such failure be construed as a waiver of future performance of such obligations, and the **Subcontractor's** obligation in respect thereto shall continue in full force and effect.

GC.27 TAXES, DUTIES, PERMITS AND FEES

Subcontractor will pay all sales, use, value-added and similar taxes levied on any goods or services used or consumed by **Subcontractor** in providing the Services, except for assets owned or leased by **Parsons**. **Subcontractor** will pay all (a) real

and personal property, ad valorem and similar taxes on real, personal and intangible property it owns, leases or licenses, (b) franchise and privilege taxes on its business operations, and (c) taxes based on its net income or gross receipts. **Subcontractor** shall be responsible for all taxes, duties, permits, or fees necessary for the performance of the Services.

GC.28 ETHICS / ANTI-CORRUPTION

Each Party represents, warrants and covenants that it will at all times comply with all applicable anti-corruption and anti-bribery law and regulations including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act, in the course of performing its obligations under this Agreement. All Parties doing business with **Parsons** are expected to adhere to the principles and obligations outlined in **Parsons**' Standards of Ethical Conduct for Business Partners. (link is here, or add as Appendix: https://parsons.public.na2.doctract.com/doctract/documentportal/08DB3066F5656B95323528A38448FECB)

Without limiting the generality of paragraph one of this Article, each Party represents, warrants and covenants that in performing its obligations under this Agreement, it will not, directly or indirectly, offer, give, promise, or authorize the offering, giving, or promising of, anything of value to a Covered Person (as defined below) to induce the Covered Person to take or refrain from taking any action in an improper manner, or improperly using their influence with others, for the purpose of assisting a Party to obtain or retain business, direct business to any other person, or gain any improper advantage.

The term "Covered Person" means any of the following:

1. an officer, employee, agent or representative of any government, including any department, agency, or subdivision thereof;
2. an officer, employee, agent, or representative of any public international organization (such as the United Nations, the World Bank, or a regional development bank);
3. an officer, director, employee, agent, or representative of a company owned or controlled, in whole or in part, by any government;
4. a political party, an official of a political party, or a candidate for political office;
5. a member of a royal or ruling family;
6. any person acting in an official a capacity on behalf of any of the foregoing;
7. any person at a private sector company in a position to award business or other benefits to the Company; and
8. any close family relative of any of the persons listed above.

Audit Rights. **Parsons** shall have the right, no more than once in any twelve (12) month period, to conduct an audit of the **Subcontractor's** books, records, and accounts for the sole purpose of confirming the **Subcontractor's** compliance with this Agreement. **Parsons** shall have the right to conduct such audit directly, or to engage qualified the **Subcontractor's** auditors to conduct such audit on its behalf. Such audit shall be conducted at **Parsons's** expense. **Parsons** shall furnish the **Subcontractor** not less than fourteen (14) days' written notice prior to the commencement of any such audit. **Subcontractor** agrees to fully cooperate with all such audits, including granting **Parsons** and its representatives' access to the **Subcontractor's** facilities and personnel.

Periodic Certifications. When requested to do so by **Parsons** during the term of this Agreement, the **Subcontractor** shall promptly provide written certifications, signed by a duly authorized member of the **Subcontractor's** management, confirming the **Subcontractor's** understanding of, and continued compliance with, the requirements set forth in paragraph two of this Article.

Activity Reports. **Subcontractor** shall provide **Parsons** with detailed activity reports describing the services rendered to **Parsons** under this Agreement. Such reports shall identify all the **Subcontractor's** personnel who rendered services to **Parsons**, the hours spent by such personnel, the Covered Persons with whom the **Subcontractor's** personnel met, and such other information as **Parsons** may request from time to time. **Subcontractor** shall submit such reports to **Parsons** for each calendar month during the term, no later than fourteen (14) days following the end of the following calendar month.

Training. **Subcontractor** shall cause its management, and all of its personnel who will be involved in rendering services to **Parsons** hereunder, to undergo training once in every twelve (12) month period that addresses the **Subcontractor's** compliance obligations under paragraph two of this Article.

Gifts and Hospitality. In the course of performing its obligations under this Agreement, the **Subcontractor** shall not offer, give, promise, or authorize the offering, giving, or promising of, any gifts, hospitality, meals, travel, lodging, or entertainment to a Covered Person without the prior written consent of **Parsons**.

Facilitation Payments. In the course of performing its obligations under this Agreement, the **Subcontractor** shall not offer, give, or promise, or authorize the offering, giving, or promising of, anything of value to a Covered Person in order to expedite or secure the performance of any routine or administrative governmental action, even if a delay in securing such governmental action may cause the **Subcontractor** or **Parsons** inconvenience or disruption to their respective business activities.

GC.29 TIME OF PERFORMANCE

Time is of the essence in the performance of **Subcontractor's** obligations under this Agreement. **Subcontractor** shall reimburse **Parsons** for the amount of any liability incurred by **Parsons** or Owner and the amount of any increase in the cost or expense to **Parsons** in performing **Parsons'** Services under the Prime Contract as a result of **Subcontractor's** failure to perform the Services within the time specified in this Agreement.

GC.30 PRECEDENCE OF DOCUMENTS -

Anything that may be called for in the specifications and not shown on the drawings or shown on the drawings and not called for by the specifications, shall be of like effect as if called for and shown in both. In the event of a conflict between the drawings and the specifications, the specifications shall govern. If **Subcontractor** discovers any ambiguities or discrepancies, **Subcontractor** shall immediately submit the matter to **Parsons** for determination.

GC.31 OVERTIME -

Except where the Agreement compensation include a provision for overtime work, **Subcontractor** shall operate on a straight time forty (40) hour work week. In the event that **Parsons'** directs or authorizes, in writing, any casual premium overtime work for **Parsons'** or Owner's sole convenience, then **Parsons** shall compensate **Subcontractor** for the actual premium cost of overtime performed. The term "premium cost of overtime," includes only the actual premium labor cost, including applicable taxes and wage additives required by craft agreement or by law, but does not include additives for overhead, labor efficiency factor, or profit.

Overtime incurred by **Subcontractor** in order to maintain delivery or completion schedules or hire and maintain an adequate labor force in order to comply with **Parsons'** delivery or completion schedule shall not be compensated by **Parsons**. **Subcontractor** shall neither be compensated for overtime premium, loss of productivity, additional supervision, or shifts, overhead, profit, nor for any other expense associated with such overtime.

Subcontractor shall submit daily time sheets and, when requested, certified payroll records to **Parsons** to support invoices covering any premium overtime reimbursement. Nothing contained in this paragraph, however, shall be construed to prevent **Subcontractor** from taking any action of any emergency nature, without prior authorization, as may be deemed necessary for the protection and safety of life, the Work, or any adjoining property.

GC.32 ARCHEOLOGICAL ARTIFACTS -

If **Subcontractor** unearths or otherwise discovers items identified as being archeological artifacts, **Subcontractor** shall immediately stop all Work in the area and promptly advise **Parsons**, orally and in writing. **Subcontractor** further agrees that no Work in the area will be resumed until written notification is received from **Parsons** to do so. Delays caused by discovery of archeological artifacts shall be excusable delays under this Agreement.

GC.33 HAZARDOUS MATERIALS AND ENVIRONMENTAL LAW COMPLIANCE AND INDEMNIFICATION -

Subcontractor agrees to submit to **Parsons** for its review and approval, a Safety Data Sheet, as prescribed in Title 29, Code of Federal Regulations, Part 1910.1200 for all hazardous material two (2) days before delivery, or planned use of the material on Site, whether or not listed in Subpart Z (Toxic and Hazardous Substances). **Subcontractor** agrees to comply with all Environmental Law as defined herein below.

Definitions

1. *"Environmental Claim"* means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding, or claim (whether administrative, judicial, quasi-

judicial or private in nature) arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law, or (b) in connection with any Hazardous Material, or (c) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment, regardless of whether such matter is now known or unknown, or how or when such matter occurred or is discovered.

2. ***"Environmental Law"*** means any present or future federal, state or local law or regulation, or international treaty signed by the United States, relating to the handling, use, control, management, treatment, storage, disposal, transport, release or threat of release of any Hazardous Material, including but not limited to, the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 0H42 U.S.C.A. § § 9601 *et seq.*, the federal Resource Conservation and Recovery Act ("RCRA"), 1H42 U.S.C.A. § § 6901 *et seq.*, the federal Water Pollution Control Act ("CWA"), 2H33 U.S.C.A. § § 1251 *et seq.*, the federal Clean Air Act ("CAA"), 3H42 U.S.C.A. § § 7401 *et seq.*, the Safe Drinking Water Act ("SDWA"), 4H42 U.S.C.A. § § 300f *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C.A. 5101 *et seq.,* the Occupational Safety and Health Act of 1970 (the "OSH Act"), 5H29 U.S.C.A. § § 651 *et seq.*, and any similar state or local laws, rules or regulations, and any and all requirements arising under such laws and regulations, rules, ordinances, codes, orders, licenses, permits, approvals, plans, authorizations, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders, relating to the protection of human health or the environment.

3. ***"Hazardous Material"*** means any substance or material: (a) the presence of which requires investigation or remediation under any Environmental Law, (b) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "industrial waste," "solid waste," "hazardous substance," "extremely hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Environmental Law; (c) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (d) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; (e) which is explosive, corrosive, flammable, infectious, radioactive or toxic; or (f) which poses an unreasonable risk of injury to human health or the environment.

4. ***"Indemnity"*** - **Subcontractor** agrees to release, and to assume all responsibility for, and to indemnify, defend and hold harmless **Parsons**, and its directors, officers, shareholders, employees, successors and assignees (collectively the "**Parsons**") from and against any and all damages, claims, demands, penalties, fines, settlements, judgments, losses, liabilities, suits, actions, proceedings, costs and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by **Parsons**, or asserted against **Parsons**, by any other person or party(ies) (including, without limitation, a governmental entity), arising out of or in any way connected with any Environmental Claim as defined above, based on or resulting from the Work hereunder by **Subcontractor**, including its Subcontractors, suppliers and agents. Provided, however, that the above release and indemnity obligation shall not apply with respect to Hazardous Materials not brought to the site by **Subcontractor**, unless the claims, damages, or liabilities arise from the negligence, willful misconduct or other fault of **Subcontractor** in the performance of the Work.

GC.34 NOTICE OF LABOUR DISPUTES -

Whenever the **Subcontractor** has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this **Subcontractor** Agreement, the **Subcontractor** shall immediately give notice to **Parsons**, and provide all relevant information as requested by **Parsons**.

Subcontractor shall insert the substance of this clause, including this paragraph, in all lower-tier subcontracts except that each such lower-tier subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the **Subcontractor** shall immediately notify its next higher tier **Subcontractor** of all relevant information respecting such dispute.

GC.35 JOB DAMAGE -

Job damage caused by **Subcontractor** on any Agreement shall be reported immediately to **Parsons** and **Subcontractor** shall be responsible for its repair and the related cost.

GC.36 UNIT PRICE -

In the event this Agreement contains unit priced items, it is understood and agreed that any quantities mentioned are approximate only and subject to change as ordered and directed by **Parsons** and/or Owner. Unit pricing shall not increase regardless of the actual quantities provided during the duration of the Agreement.

GC.37 AS-BUILT DOCUMENTS -

After the execution of the Agreement, **Parsons** and Owner may agree to those portions of the Work for which Owner will require As-Built Documents. **Subcontractor** shall include the requirements for As-Built Documents in the appropriate lower-tier subcontracts and supply agreements (or in its scope of self-performed Work, if applicable), at no additional cost to **Parsons**, and the **Subcontractor** shall be responsible for assuring that the required As-Built Documents are prepared on a current basis, as Work progresses.

GC.38 STORAGE AREA FURNISHED BY PARSONS -

Parsons shall furnish an unprotected open storage area for **Subcontractor**'s materials and equipment at a location designated by **Parsons**. **Subcontractor** shall provide suitable protection and be responsible for any and all materials, tools, and equipment furnished to **Subcontractor** by **Parsons**.

GC.39 BENEFICIAL OCCUPANCY AND POSSESSION PRIOR TO COMPLETION -

Parsons or the Owner shall have the right to take possession of or use any completed or partially completed part of the **Subcontractor's** Work as **Parsons** or Owner may deem necessary for their operations upon notice to the **Subcontractor**. During such occupancy, **Parsons** or Owner shall exercise all reasonable efforts to avoid interference with the **Subcontractor's** continuance of the Work. Such occupancy shall not constitute acceptance of the **Subcontractor's** Work and **Subcontractor** will remain responsible for that portion of the Work so occupied until Final Acceptance under this Agreement and thereafter pursuant to the guarantees and warranty provisions of this Agreement; provided that **Subcontractor** shall not be responsible for any damage or loss caused by Owner or **Parsons**.

GC.40 INSPECTION AND ACCEPTANCE -

1. All equipment and materials furnished to **Parsons**, and workmanship performed by **Subcontractor** or its lower-tier subcontractors, shall be subject to final inspection, tests, and acceptance by **Parsons** or its representatives upon completion of all Work. **Parsons** may also inspect and reject any non-conforming materials, equipment, or workmanship at any time during the manufacturing or performance of the Work. Pre-inspection surveys and meetings may be initiated by **Parsons** to formulate inspection plans and resolve questions concerning standards, codes, non-conformance, or specification requirements. **Parsons** inspection shall not relieve **Subcontractor** from its obligation to comply with the requirements of this Agreement including any warranties hereunder. **Parsons** reserves the right to charge to **Subcontractor** any additional cost of inspection or test when material or workmanship is not ready at the time specified by the **Subcontractor** for inspection or test, or when re-inspection or re-test is necessitated by prior rejection. **Subcontractor** shall ensure that the required number of copies of material data, code forms, charts, and other required information is provided to **Parsons** (or its representative inspector) before final inspection. **Parsons** (or its representative inspector, as applicable) will not release materials until he has reviewed and approved this data. The failure of **Parsons** to inspect or test, or to discover defective material or workmanship, shall not prejudice the rights of **Parsons** after the final inspection and test. If inspection and test facilities are not otherwise made available, **Subcontractor** shall furnish, at its expense, such facilities as may be necessary.

2. After written request of **Parsons**, **Subcontractor** shall submit three (3) copies of all Purchase Orders issued by **Subcontractor** to **Subcontractor**'s suppliers of major equipment and materials required for **Subcontractor**'s performance of the Work.

3. **Subcontractor**, at its expense, shall promptly correct any workmanship that does not comply with the requirements of this Agreement (including but not limited to the requirements of this Agreement), and shall promptly repair or replace any material or equipment (except material or equipment furnished by **Parsons**) that is defective or does not conform to the requirements of the Agreement, before resubmitting the Work for acceptance. If **Subcontractor** fails to repair or replace rejected equipment or material, or correct rejected workmanship promptly, **Parsons**, at its option may repair, replace, or correct the defective workmanship, equipment or material, and all costs and expenses of **Parsons** in correcting the defective Work shall be the responsibility of **Subcontractor** and shall be deducted from payments due to **Subcontractor** or paid to **Parsons** on demand. Instead of requiring correction, removal or

replacement of defective Work, **Parsons** may accept the Work in its defective or unapproved state and issue an amendment / change order to the Agreement to incorporate any necessary revisions, including an appropriate reduction in the compensation payable under the Agreement.

4. **Subcontractor** acknowledges that the Owner or its representatives may also inspect any materials, equipment, or workmanship at any time during the manufacturing or performance of the Work.

GC.41 PUNCHLIST WORK -

Subcontractor acknowledges that the prompt and complete performance of all punch list work is a material and important part of the Work provided for under this Agreement. The Work will be deemed complete only after **Subcontractor** has satisfactorily completed all punch list work and has completed all other Work including the delivery of all submittals and other information, as required under the applicable Agreement.

Attachment 3 Scope of Services and Schedule

SS.1 SCOPE OF WORK

The **Subcontractor** shall perform, and shall be responsible for the performance of services which include, without limitation, the services described below as well as those services that are incidental thereto or that are customarily performed as part of such services (the "**Work**" or the "**Services**"):

See attached Specification and Plan Set for Scope of Work details and requirements.

NOTE: Subcontractor shall comply with and be responsible for meeting all terms of the Buy America 2022 Standards and provide certification that they meet all requirements of this Standard. Shop Drawings will be provided for review and approval by Contractor prior to purchasing.

Assumptions

ALL ITEMS ARE TIED
WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: NONE

NOTES:
1.) CONTROL CABINETS WITH 6 OUTLET POWER STRIP.
2.) ALL COMMUNICATION EQUIPMENT AND CONNECTION BY OTHERS.
3.) DMS SIGNS TO BE PICKED UP FROM CORALVILLE, IA , ANY COMPONENTES NEEDED FOR DMS SIGN OPERATIONS NOT INCLUDED
4.) EXISTING STRUCTURES FROM DOT TO BE PICKED UP FROM DOT IN CORALVILLE FOR SIGN A1 & A7, ANY MISSING BRACKETS OR HARDWARE FOR STRUCTURES NOT INCLUDED IN COST OF INSTALLATION.
5.) LOCATION PRICING INCLUDES INSTALLING SIGN & POSTS, ELECTRICAL CONNECTION TO SIGN.
6.) EXCLUDES ANY ROCK EXCAVATION, IF ENCOUNTERED PRICE WILL BE NEGOTIATED.

Attachments

Specifications- DUBUQUE STREETS SPECIAL PROVISIONS 04/18/2024

Plan Set- STREETS EDP-2100(706)--7Y-31

SS.2 SCHEDULE

The **Subcontractor** shall commence its Services, meet the milestones described herein, and complete its Services, all within the time or by the dates noted below:

- Commencement Date: January XX, 2026
- Completion Date: 12/31/2026

If a Commencement Date is not specified, the Services shall commence upon receipt of a written notice to proceed from **Parsons** to the **Subcontractor**. The **Subcontractor** shall coordinate its performance of the Services with **Parsons**' activities and shall comply with any revision to the above commencement date, milestones and completion dates that are subsequently issued by **Parsons** in its sole and absolute discretion. The **Subcontractor's** compliance with the above schedule, as may be revised by **Parsons**, is of the essence of this Agreement, and should **Subcontractor** fail to perform the Services in accordance that (revised) schedule, then in addition to any other remedies allowed at law or in equity, the **Subcontractor** shall reimburse **Parsons** for any liability that **Parsons** may have to any third party, as well as for any increase in costs or expenses to **Parsons** in performing **Parsons** Services, as a result of the **Subcontractor's** failure to comply with that (revised) schedule.

The **Subcontractor** shall not be entitled to any additional compensation as a result of such revisions unless **Parsons** can obtain reimbursement from the Client for the same, in which case, reimbursement to the **Subcontractor** shall be subject to the provisions of General Condition (GC) 5.0 "Changes"

SS.3 STAFFING PLAN

The **Subcontractor** shall furnish the specific individuals, if noted below, and provide for filling the positions noted below, in connection with the performance of its Services.

Project Representative --
Specific Individuals --
Positions to be filled --

Substitution of these personnel may only be made for good cause and with personnel having capabilities reasonably similar to the named staff, and only with prior written approval of **Parsons**, which consent will not be unreasonably withheld. In the event **Parsons** objects to any staff member of the **Subcontractor**, the **Subcontractor** shall promptly replace such person to **Parsons'** satisfaction.

SS.4 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

See **Exhibit 1**

SS.5 QUALITY CONTROL REQUIREMENTS

See **Exhibit 2**

SS.6 SUBCONTRACTOR RESPONSIBILITIES

Unless otherwise required by Agreement, **Subcontractor** shall commence Services immediately upon receipt of a fully executed Agreement.

Subcontractor shall perform the Services in a diligent and workmanlike manner, with the standards customarily provided by an experienced and competent organization rendering the same or similar services in accordance with the terms of this Agreement, all subsequent parts of this Agreement, and direction as given in the Agreement Authorization. **Subcontractor** shall provide sufficient manpower, materials, tools, and equipment, and shall complete the Services by the date stated in this Agreement.

Subcontractor shall not perform any Services not authorized by a fully executed Agreement.

SS.7 TECHNICAL AND ADMINISTRATIVE DIRECTION

Each party shall supply the other party with the name, business address and telephone number of its Project Coordinators, one of whom shall be responsible for technical matters and the other for administrative matters, relating to this Agreement. All communications between the parties relating to technical performance and the preparation and the delivery of Work Product shall take place between the Project Coordinators.

Parsons' point of contact for technical and programmatic issues is Joseph Brahm at 847-485-1054

Direction concerning contractual issues shall be directed to Ben Mills at 512-627-5727

SS.8 LIST OF ACRONYMS – EXHIBIT 4 - RESERVED

SS.9 CRANES, HOISTS AND LIFTS – EXHIBIT 5 - RESERVED

SS.10 FALL PROTECTION – EXHIBIT 6 - RESERVED

SS.11 CONTRACT DRAWINGS – EXHIBIT 7 - RESERVED

SS.12 CONTRACT SPECIFICATIONS – EXHIBIT 8 - RESERVED

Attachment 4 Compensation and Payment

CP.1 LUMP SUM

Contract Price

The total amount payable to the **Subcontractor** for the performance of the Services under this Agreement is USDollars Five Hundred Twenty-Five Thousand Five Hundred Sixty Dollars and No Cents ($525,560.00). The **Subcontractor** agrees to accept the amount stated above as full and complete compensation for completing the Services and all other obligations of the **Subcontractor** specified herein.

Progress Payments and Invoices

Lump Sum invoices shall be billed upon completion and approval of each site and item as defined in the table below.

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
A1	HWY 20 - SOUTH END/SWISS VALLEY RD	1.00	EA	$37,850.00	$37,850.00
A7	HWY 20 & SINISAWA	1.00	EA	$37,850.00	$37,850.00
A2	HWY 20 & OLD HWY ROAD	1.00	EA	$22,000.00	$22,000.00
A4	HWY 20 & UNIVERSIY AVE	1.00	EA	$17,900.00	$17,900.00
A5	HWY 20 & BRUNSKILL RD	1.00	EA	$16,000.00	$16,000.00
A6	HWY 20 & STEGER DR	1.00	EA	$28,500.00	$28,500.00
B1	SW ARTERIAL & HWY 61	1.00	EA	$2,400.00	$2,400.00
C2	NW ARTERIAL & PENN AVE (NB)	1.00	EA	$18,800.00	$18,800.00
~~C3~~	~~NW ARTERIAL & PENN AVE (SB)~~	~~1.00~~	EA	~~$37,250.00~~	$0.00
C4	NW ARTERIAL & PAYTON DR	1.00	EA	$21,850.00	$21,850.00
C6	NW ARTERIAL & CENTRAL AVE	1.00	EA	$2,400.00	$2,400.00
D1	PENN AVE & NW ARTERIAL	1.00	EA	$21,750.00	$21,750.00
D2	PENN AVE & UNIVERSITY	1.00	EA	$2,200.00	$2,200.00
G4	UNIVERSITY & FINLEY	1.00	EA	$2,300.0 0	$2,300.00
E1	ASBURY RD & HOLLIDAY DR	1.00	EA	$18,700.00	$18,700.00
~~E2~~	~~ASBURY RD & JFK RD~~	~~1.00~~	EA	~~$18,200.00~~	$0.00
F1	JFK RD & WACKER DR	1.00	EA	$20,500.00	$20,500.00
~~F2~~	~~JFK RD & CARTER RD~~	~~1.00~~	EA	~~$21,300.00~~	0.00
G1	UNIVERSITY AVE & UNIVERSITY AVE EX	1.00	EA	$2,300.00	$2,300.00
G2	UNIVERSITY AVE & VAN BUREN	1.00	EA	$18,100.00	$18,100.00

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
G5	UNIVERSITY AVE & IRVING ST	1.00	EA	$18,100.00	$18,100.00
H1	LOCUST ST & HWY 20	1.00	EA	$19,700.00	$19,700.00
24	CONTROL CABINETS	14.00	EA	$4,900.00	$68,600.00
25	DIGITAL DISPLAY SIGNS	12.00	EA	$6,580.00	$78,960.00
26	TRAFFIC CONTROL	1.00	LS	$16,800.00	$16,800.00
27	MOBILIZATION	1.00	LS	$32,000.00	$32,000.00

NOTE: Subcontractor shall comply with and be responsible for meeting all terms of the Buy America 2022 Standards and provide certification that they meet all requirements of this Standard. Shop Drawings will be provided for review and approval by Contractor prior to purchasing.

In the event of a change order, the rates below shall be used.
Method of Measurement/Basis of Payment for any Change Orders are defined in the Special Provisions.

Installation, Testing and Commissioning of Roadside Dynamic Message Sign (Full Size DMS 8' 2" x 12' 6") $ 4,500
Structure for Roadside Dynamic Message Sign (Full Size DMS 8' 2" x 12' 6") $ 33,350
Dynamic Travel Time Signs (Type-2, where speed limit is above 40 MPH) with Two Destinations $ 6,580
Dynamic Travel Time Signs (Type-1, where speed limit is below 40 MPH) with Two Destinations $ 6,580
Dynamic Travel Time Signs (Type-2, where speed limit is above 40 MPH) with Three Destinations $ 0
Dynamic Travel Time Signs (Type-1, where speed limit is below 40 MPH) with Three Destinations $ 6,580

Static Advisory Sign (5` 6" x 1` 6") $ 1,250 Static Advisory Sign (4` 0" x 1` 5") $ 1,250 Static Advisory Sign(6` 9" x 2` 6") $ 2,500 Static Advisory Sign(6` 5" x 2` 6") $ 0

Dynamic Travel Time Signs Support Structure (SINGLE POST, NESTED PERFORATED SQUARE STEEL TUBE, LARGE) $ 4,000
Dynamic Travel Time Signs Support Structure (SINGLE POST, NESTED PERFORATED SQUARE STEEL TUBE, SMALL) $ 1,500
Static Advisory Signs Support Structure (SINGLE POST, NESTED PERFORATED SQUARE STEEL TUBE) $ 1,500
Relocate (Remove and re-install) EXISTING SPEED LIMIT OR GUIDE SIGN MOUNTED ON POLE $ 685
Sign Mounting Brackets, Special $ 250
DMS/DDMS Control Cabinet $ 4,900

DMS/DDMS Controller (price included in display modules) PROVIDED BY PARSONS Cellular Modem with Power supply and Ethernet port (4 Min) PROVIDED BY PARSONS Electrical Cables (8AWG) $ 2.50
CAT 6 CABLE for outdoor installation (shielded) $ 1.40
2 x 2" HDPE Conduit (road crossing) $ 25
2 x 2" HDPE Conduit $ 10.00
Interface with existing power utility for energization and installation of power meter complete with meter cabinet, pedestal and foundation and duct interfaces. $ 5,000
Interface with existing meter pedestal (includes any addition of circuits in the existing cabinet) $ 1,400
Power cable termination at existing Cabinet (includes any addition of circuits in the existing cabinet) $ 1,250.00
24” Square Handhole HH 24-36 (Cabinet Side) $ 2,500
24” Round Handhole HH 24-24 (Duct Connection)
Removal of Sidewalk and reinstatement $ 28
Sidewalk, P.C. Concrete, 6 IN. $ 0
Bonding and Grounding $ 200
Utility Relocation and readjustment $ 2,000
Exploratory Excavation* $ 225

Monthly progress payments shall be based on (a) the percentage of completion of the Services that are satisfactorily performed up through the date of invoicing, as supported by a written progress report and as reasonably approved by

Parsons, multiplied by the total lump sum compensation, less (b) amounts previously paid by **Parsons** to the **Subcontractor** hereunder, and less (c) amounts that are subject to withholding in accordance with the terms of this Agreement.

Subcontractor shall submit invoices periodically as required by **Parsons** in sufficient time for **Parsons** to include them with **Parsons**' invoices to Client, but not later than the tenth day of each month. The **Subcontractor's** invoices shall also be in the form required by **Parsons**. Except as otherwise expressly required in the Prime Contract, prompt payment, less any amounts that are properly withheld or retained pursuant to this Agreement, shall be made to the **Subcontractor** within seven (7) days upon and subject to **Parsons**' receipt of payment from the Client.

Subcontractor shall submit invoices which include the reference Agreement Number to ben.mills@parsons.com

Retention in the amount of 3% shall be withheld from each invoice.

Attachment 5 Sample Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
Sub Entity Name and Address Entered Here	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Contractual Liability						MED EXP (Any one person)	$
	X Employers Liability	X	X	Policy Number			PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	Policy Number			PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$
	X EXCESS LIAB / CLAIMS-MADE	X	X	Policy Number			AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [X] (Mandatory in NH)	N / A	X	Policy Number			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability Pollution Liability	X	X	Policy Number				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTES: Both Parsons and our Client should be named as Additionally Insured (see the columns above "ADDL INSD") the check mark denotes the Certificate Holder is covered, notes here or on an attachment page may need to be included to show coverage for our client as well (it should state that "their directors, officers, representatives. agents and employees are included as Additional Insureds).

As with the Additional Insured, the Waiver of Subrogation as noted by the check mark in the "SUBR WVD" column denotes Certificate Holder has been granted the Waiver of Subrogation and just like the Additional Insured, our Client may need to be noted here that they also are afforded that waiver.

Primary/Non-Contributory coverage endorsement can appear here on an attached page or it may be written in above.

CERTIFICATE HOLDER	CANCELLATION
Certificate Holder needs to show the correct Parsons Entity name (address can be any of our offices or site offices) but the Entity name must be correct - look to your Prime Contract if unsure. A separate COI may also be issued for the Client to list them as a Certificate Holder to cover them for the Additional Insured status and Waiver of Subrogation.	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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Attachment 6 Final Release

Subcontractor Company Voltmer Inc.
Agreement No. 684141.30111
Project Name Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS)
Client City of Dubuque
Prime Contract No. 3002763

Pursuant to the terms of Agreement Number **XXXXXX.XXXXX.00**, and in consideration of the sum of $XXX,XXX.XX (USD) which has been or is to be paid under said Agreement to **Subcontractor's Name** (hereinafter called the **Subcontractor**) or its assignees, if any, the **Subcontractor**, upon payment of the said sum by **Parsons** does remise, release and discharge **Parsons**, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said Agreement.

Subcontractor executed this release on **(Date XX/XX/202X)**

_____

Subcontractor Signature

CERTIFICATE

I, **(Name of Company Officer)**, certify that I am the **(President/Company Officer Title)** (Official Title) of the **(corporation or other business type)** named as **Subcontractor** in the forgoing release; that **(Subcontractor Signature Name above)**, who signed said release on behalf of the **Subcontractor** was the **(Company Officer Title)** (Official Title) of said **(corporation or other business type)** by authority of its governing body and is within the scope of its **(corporation or other business type)** powers.

_____

Subcontractor Officer Signature

Exhibit 1 - Safety, Health and Environmental Requirement

1.0 SAFETY, HEALTH, AND ENVIRONMENTAL REQUIREMENTS

A. General Safety, Health and Environment

Subcontractor will take all precautions in the performance of the Work under this Agreement to protect the safety, health and environment of **Subcontractor's** employees, other persons on the Work Site and members of the general public.

B. Stop Work Authority

Every member of **Parsons'** and **Subcontractor's** team has both the authority and the responsibility to stop work at any time to protect their respective safety and health, the safety and health of everyone around them, and the environment. If **Subcontractor** sees anything that raises a safety concern, **Subcontractor** is authorized to STOP WORK IMMEDIATELY until that activity can be further evaluated and completed safely.

C. Safety, Health and Environmental Prequalification

Subcontractor and any lower-tier subcontractors applying for field work shall complete Contractor's on-line Safety Evaluation questionnaire prior to the start of any field activities and resubmit on an annual basis.

D. Safety, Health, and Environmental Plan Submittal

1. **Subcontractor** shall, two or more weeks prior to expected mobilization and the start of field work, submit to **Parsons** a Safety, Health and Environmental Plan applicable to **Subcontractor's** scope of work that identifies the risks and hazards of such work. **Subcontractor's** Site-specific Safety, Health and Environmental Plan (SSHEP) also shall describe the control measures in the form of an Activity Hazard Analysis (AHA) that **Subcontractor** will implement to mitigate the risk and hazards associated with its work. The SSHEP, at a minimum, will include SH&E policy statement; scope of work summary; responsibility and identification of key personnel; compliance requirements; employee participation and consultation; overall risk and hazard assessment; incident reporting, investigation, and corrective actions; hazard identification, notification, and correction procedures; training matrix; recordkeeping/document retention, worksite inspection schedule, emergency and medical plan; and any additional requirements as defined by **Parsons** or in accordance with OSHA CFR1910/1926 and all state and local safety regulatory requirements.

2. Upon request, **Parsons** will provide to **Subcontractor** a Model Safety, Health and Environmental (SH&E) Plan for guidance. **Subcontractor** understands that **Parsons'** Model SH&E Plan is not intended to cover all contingencies, applicable regulations, and the specific SH&E issues of this project. **Subcontractor** must perform its own internal review of the Model SH&E Plan for legal sufficiency and to meet the needs of **Subcontractor's** organization and this Project. The use of **Parsons'** Model SH&E Plan shall not diminish the **Subcontractor's** responsibility to manage the safety and health of its operations and employees and protect the environment.

3. **Subcontractor** shall be solely responsible for the safety and health of its personnel and its lower-tier subcontractors and the environment.

E. Additional Safety, Health and Environmental Requirements

1. **Subcontractor** also will comply with **Parsons'** Project Safety, Health, and Environmental Plan (PSHEP), see Attached

2. **Subcontractor** warrants that it has reviewed the safety, health, and environmental requirements of the Prime Contract, Attached hereto, and will comply with these requirements.

3. To the extent that **Subcontractor's** Safety, Health and Environmental Plan conflicts with **Parsons'** Project Safety, Health and Environmental Plan, or the SH&E requirements of the Prime Contract, the more stringent requirements will govern.

4. **Subcontractor** shall ensure that its employees and lower-tier subcontractors are provided with a job site orientation and are aware of, trained in, and follow the PSHEP, SSHEP and the Prime Contract SH&E requirements. Documentation of such orientation and training will be kept by the **Subcontractor** and submitted to **Parsons** upon request.

2.0 SUBCONTRACTOR SAFETY, HEALTH AND ENVIRONMENTAL RESPONSIBILITIES

A. Safety, Health and Environmental Plan Compliance

1. **Subcontractor** and its lower-tier subcontractors shall abide by and enforce **Parsons**' and Owner's emergency and SH&E rules and regulations that are in force at the work site, as set forth in the PSHEP, SSHEP and the Prime Contract. **Subcontractor** shall fully acquaint itself with these rules and regulations before starting the Work. **Parsons** may require **Subcontractor** to remove from the Work Site any of **Subcontractor's** employees or lower-tier subcontractors for committing a serious safety violation or demonstrating a continuous disregard for the Project SH&E regulations as outlined in **Parsons**' and/or **Subcontractor's** PSHEP and SSHEP, respectively.

2. **Subcontractor** shall also comply with the following requirements:

   a. **Subcontractor** must identify at least two employees trained in First Aid and CPR per Shift.
   b. **Subcontractor** must identify in writing a competent person for all work activities when and as required by regulatory statutes.
   c. **Subcontractor** will administer substance abuse testing as appropriate and where permitted by law.

B. Safety, Health, and Environmental Representative

1. **Subcontractor** shall designate a qualified and experienced safety representative at the Work Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of SH&E precautions and programs.

2. The resume of **Subcontractor's** SH&E Representative will be forwarded to **Parsons** at least fourteen (14) days prior to commencement of work, for review and approval.
   a. Approval of a qualified SH&E Representative will be based on related experience, qualifications associated with the project scope of work, type of degree to include SH&E certifications and management experience.
   b. The qualified SH&E Representative will have <u>no other</u> duties than full-time SH&E management of **Subcontractor's** and its lower-tier subcontractors' work unless approved by **Parsons**.

C. Laws and Regulations

Subcontractor, its employees, representatives, and lower-tier subcontractors shall comply with all applicable laws, ordinances, statutes, rules, and regulations, relating to safety and health. Nothing contained in this Agreement shall relieve **Subcontractor** or its lower-tier subcontractors from compliance with their obligations related to safety, health, and environment as required by applicable laws, rules, and regulations.

D. Hazardous Materials Compliance

Subcontractor will submit to **Parsons** for review and approval, a Hazard Communications Plan and Material Safety Data Sheets for all hazardous materials that will be provided by **Subcontractor** and its lower-tier subcontractors, at least two (2) days before delivery, or planned use of the material at the Work Site. **Subcontractor** shall be responsible for coordinating the exchange or delivery of Material Safety Data Sheets or other hazard communication information, for which it is responsible and that is required to be made available to, or exchanged between or among, employers at the Work Site, in accordance with applicable law. **Subcontractor** will ensure that all personnel that could have potential exposure to these hazardous materials be properly notified and trained per regulatory requirements.

E. Work Rules and Site Security

Subcontractor shall comply with and enforce applicable job work rules and any job site security requirements, as set forth in the PSHEP, SSHEP and Prime Contract. **Subcontractor** shall erect and properly maintain, as required by the

conditions and progress of the Work, necessary safeguards to include fencing, demarcation, and warning signage for the protection of workers and the public.

F. Safety Clean up and Removal of Debris and Waste Materials

1. At all times during the progress of the Work, **Subcontractor** shall maintain a good state of housekeeping on the project by keeping its work area(s), including exit ways, rights-of-way, streets, passageways, stairs and all other grounds and areas occupied by **Subcontractor**, clear of all refuse/debris resulting from **Subcontractor's** operations.

2. Upon completion of the Work and before requesting Final Acceptance of the Work, **Subcontractor** shall perform the following: final cleaning of all rights-of-way, streets, borrow pits, and all other grounds occupied by **Subcontractor** in connection with the Work; removal of all refuse, excess materials, temporary structures, tools and equipment; and shall clean all parts of the Work, including, but not limited to windows, walls, ceilings, floors, fixtures, cabinet work and equipment, in a manner so that the finished Work is clean and safe and in a condition appropriate to the type of Work being performed.

G. Submission of Safety Reports

1. **Subcontractor** will submit to **Parsons** a monthly report that includes man-hours worked during the prior period, the Total Recordable Incident Rate for injuries during the period, and the Days Away from Work Rate for **Subcontractor's** operations and those of its lower-tier subcontractors.

2. **Subcontractor** will submit to **Parsons** bi-weekly records of tailgate meetings.

3. **Subcontractor** will submit to **Parsons** weekly copies of SH&E inspections and audits conducted by the **Subcontractor's** SH&E Representative.

4. **Subcontractor** will notify **Parsons** immediately following any job site incident (injury and/or property damage) or near-miss.

5. **Subcontractor** will submit to **Parsons** a copy of the project incident report within twenty-four (24) hours of the incident or near-miss. Follow-up paperwork, including a Root Cause Analysis and a Corrective Action Report, will be provided to **Parsons** within seventy-two (72) hours of the incident or **Parsons** has the right to stop the **Subcontractor** from continuing work.

H. Failure to Comply

If **Subcontractor** fails to comply with the safety, health and environmental requirements set out in this Agreement or any other applicable SH&E regulations, **Parsons** may at its discretion, without prejudice to any other legal and contractual rights, take reasonable actions to secure a safe environment, including but not limited to suspending or terminating this Agreement. Any costs incurred by **Parsons** in taking such remedial actions, due to failure by **Subcontractor** or its lower-tier subcontractors to comply with all the contractual SH&E requirements, shall be at **Subcontractor's** expense and to **Subcontractor's** account. Alternatively, **Parsons** may, at its discretion, deduct from payments to **Subcontractor**, the amount of damages assessed for **Subcontractor's** failure to cure any safety, health, and environmental violations, as provided in General Condition (GC) 7 "Right to Withhold" hereof. **Subcontractor** shall not be entitled to, nor make any claim for an extension of time or for compensation for damages or otherwise by reason of, or in connection with, **Parsons**' work stoppage due to **Subcontractor's** non-compliance.

Exhibit 3 – Prime Contract Flowdown Requirements

Payment terms are Lump Sum as defined in the CP.1 LUMP SUM.

Special Provisions payment terms only apply to Change Orders.

NOTE: Subcontractor shall comply with and be responsible for meeting all terms of the Buy America 2022 Standards and provide certification that they meet all requirements of this Standard. Shop Drawings will be provided for review and approval by Contractor prior to purchasing.

Liquidated Damages: The Subcontractor shall be fully responsible for the safe and efficient operation of the installed equipment noted herein. Any inquiry, complaint, request or emergency calls by Iowa DOT, PARSONS, or the governing agency's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one calendar day. Punch list work shall be completed within two (2) weeks after final inspection. The Subcontractor shall be fully responsible for completing installation and acceptance testing of every sign by November 15, 2026. Failure to achieve written acceptance by PARSONS shall result in liquidated damages of $100 per calendar day per sign not accepted by November 15, 2026.

Performance and Payment Bonds: Performance Bond in the amount of one hundred percent (100%) of the contract price. Payment Bond in the amount not less than fifty percent (50%) of the contract price will be required for the faithful performance of the Contract. Subcontractor shall submit Performance and Payment Bonds within 10 days of contract award. Any attorney-in-fact who signs the bond must attach to each bond an effective copy of his power of attorney, dated the date of the bond, or specifically including such date within the authority conferred thereby.

Ownership of Records: PARSONS shall retain ownership of all plans, specifications, and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Subcontractor under the Contract.

Audit and Inspection of Records:
The Subcontractor shall permit the authorized representative of PARSONS,
City of Dubuque, the State of Iowa, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Subcontractor relating to his performance under the Contract. Subcontractor acknowledges and agrees that these entities have the authority and ability to: examine any record, information, data, reports, plans, projections, matters, contracts, correspondence, or other materials, and interview any employee, officer, or agent of Subcontractor with respect to performance of the terms, and provision of goods and/or services of this contract. Subcontractor agrees to cooperate fully and expeditiously with any investigation or audit conducted by an Inspector General.

APPENDIX - A

Specifications

DUBUQUE STREETS SPECIAL PROVISIONS 04/18/2024

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ALLIANT ENERGY

Terry Dempewolf
Phone: (515) 587-453

1. GENERAL

1.1 This part of the specifications includes the furnishing of all material and equipment necessary to complete, in place and operational, multiple Dynamic Message Signs (DMSs), which includes Full Matrix DMS provided by the agency, and Travel Time Signs with DMS module inserts and also static guide signs. This also covers the requirements of the field communication and electrical equipment, conduits and cabling as described in the project plans.

1.2 The installation of the signs and appurtenances shall be in conformance with the current edition of the Manual On Uniform Traffic Control Devices.

1.3 This project involves installing DMS Signs, Travel Time Signs, Static Advisory signs, cabinets, , cellular modems, sign support structure, and foundations; and supplying and installing conduit, attachments, handholes, electrical cabling, , electrical and tracer wire deemed necessary for the ITS and Communication Infrastructure installation design. The work also includes construction of handholes and some part of conduit construction to connect ITS devices with power and Communication cabinet.

1.4 The Contractor shall not take advantage of any apparent error, discrepancy or omission in the plans or specifications. Upon discovery of such an error, discrepancy or omission, the Contractor shall notify the Engineer immediately. The Engineer will then make such corrections or interpretations as necessary to fulfill the intent of the plans and specifications.

1.5 Materials or work described in words which, so applied, have known technical or trade meaning shall be held to refer to such recognized standards.

1.6 Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction or placing order of the deliverable. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and the Engineer's decision thereon shall be final. Correction of errors or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

1.7 The Contractor shall coordinate with any other projects within the project areas and corridors. The City of Dubuque and Iowa DOT will assist in the coordination and scheduling of work. The Contractor for this project shall assign a responsible staff member that will work with the Iowa DOT on decisions regarding order of work and scheduling as needed throughout the duration of this project.

1.8 The Contractor shall coordinate with the utility suppliers in the area of work and take necessary approval for construction at site.

1.9 The contractor shall coordinate with the City for the necessary easement documents for Sign F-1 (Drawing#C9.60) and confirm the limits of the easement are sufficient to perform the work at this location. If exploratory excavation reveals that utility relocation is required, the Contractor shall coordinate with the utility company, "Lumen" to perform the work. The Contractor shall be responsible for coordinating, funding, and overseeing the tasks to be executed by Lumen. Lumen shall be notified in advance of the commencement and planning the work.

1.10 The Contractor shall coordinate and share schedule of work with City of Dubuque and other maintenance contractors of the existing Traffic Control System and Communication infrastructure before starting the work at each location.

1.11 The Contractor shall perform exploratory excavation or trial pits to ensure safe excavation and avoid any conflict with existing utility.

1.12 The Contractor shall identify the exact utility locations and coordinate with respective service provider before any construction work. All necessary work prior approval shall be availed before digging and excavation.

1.13 At specific areas where the contractor will perform construction works, the Contractor shall perform restoration works of landscaping, sidewalk repair/replacement, road or other affected areas in accordance with the City of Dubuque and IOWA DOT standards applicable. Prior approval shall be requested for such construction. This work will be considered incidental to other pay items, with the exception of sidewalk removal and repair which will be paid by the square foot.

1.14 The contractor is responsible for conducting a thorough review and site inspection of the location to ascertain the suitable and permissible positions for signs and signposts. Additionally, the contractor must collaborate with the locations specified in the site plans to augment the requisite

details necessary for obtaining the on-site work permit from the Iowa Department of Transportation (IOWA DOT). The contractor shall coordinate site visits with the City of Dubuque to obtain concurrence on the final locations of equipment before any construction begins.

2. EQUIPMENT AND MATERIALS

2.1 Fabrication or assembly process materials shall comply with the applicable parts of Section 2523 "Highway Lighting" of the "1992 Standard Specifications" with the additions as stated herein.

2.2 Equipment and materials shall be of new stock unless the plans provide for the relocation of, or the use of fixtures furnished by others. New equipment and materials shall be the product of reputable manufacturers of electrical equipment and shall meet Engineer approval.

2.3 One (1) copy of catalog cuts and manufacturer's specifications shall be furnished for all standard "off-the-shelf" items shall be emailed to the City of Dubuque.

Engineer review of shop drawings and catalog cuts shall not relieve the Contractor of any responsibility under the Contract documents.

2.4 All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), and all material and work shall conform to the requirements of the National Electrical Code (NEC), the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), and local ordinances. Miscellaneous electrical equipment and materials shall be UL approved.

Wherever reference is made in these specifications or in the standard provisions to the code, the safety orders, the general order, or the standards mentioned above, the reference shall be construed to mean the code, order, or standard that is in effect at the date of advertising of these Specifications.

2.5 Certification from the manufacturers of all electrical equipment, signal supports, conduit and cable shall be supplied by the Contractor stating said material complies with these Specifications.

2.6 The Contractor shall take all reasonable precautions in protecting existing equipment. If any equipment is damaged, the Contractor shall be liable for replacement.

3. QUANTITY TRACKING AND INVOICING

3.1 The Contractor shall keep a daily log of the amount of equipment and materials installed on the project and combine these logs with unit bid prices to produce a monthly invoice for submission to Parsons. Parsons will not have a full-time inspector on the job but reserves the right to make perioding spot inspections as needed. Before the first invoice is submitted, prepare a sample daily log and invoice and submit to Parsons for approval.

4. TESTING AND MAINTENANCE OF EQUIPMENT

4.1 Notify the Engineer the date the system will be ready for testing once the project is complete.

4.2 Before the actual site testing the contractor shall setup one travel time sign Controller unit at the City of Dubuque Control center or other facility advised by the Engineer for system integration testing with the ATMS system. The contractor shall coordinate with Parsons, Iowa DOT and City of Dubuque to facilitate the DMS and travel time sign integration process. The unit may be returned to site after the successful testing.
For all the custom-built equipment the contractor shall arrange for the factory acceptance testing and testing procedure to be submitted to the Engineer prior the commencement.
On Site acceptance testing to be performed to ensure the unit installation and local operation
The contractor shall perform End to End testing for all ITS & communication equipment to ensure the integration and connectivity to the center and unit functional test.

4.3 Upon authorization of the Engineer, and completion of the installation of the Network equipment and the Dynamic Message Signs (both Full Matrix DMS and the Travel Time signs) and its completion of End-to-End testing. The contractor shall perform operational reliability testing for a period of 30 days. The signs(s) shall not be placed into operation without prior notification and authorization of the Engineer. Any failure or malfunction of the equipment furnished by the Contractor, exclusive of minor malfunctions occurring during the test period, shall be corrected at the Contractor's expense and the Signs and communication equipment or system tested for an additional 30 consecutive day period. This procedure shall be repeated until the equipment has operated satisfactorily for 30 consecutive days. Procedure and types of failures minor and major to be submitted to the Engineer and City team for approval before starting the test.

4.4 A representative from the manufacturer and/or supplier of the DMS signs and controller shall be at the project site to provide technical assistance during commissioning, integration, and testing.

4.5 After the Signs are turned on and prior to final acceptance of the completed Signs and during the reliability testing, the Contractor shall respond, within 24 hours, to perform maintenance or repair of any failure or malfunction reported.

4.6 The contractor shall perform testing of the two Full Matrix DMS units provided by the agency for installation at Site A-1 and A-7. The test shall include assembly and switching on all sign component for its integration with the ATMS. The contractor shall report any issue or malfunctioning unit in the supplied DMS. The signs shall be installed by the contractor after passing the sign testing.

5. GUARANTEE AND PROJECT DOCUMENTATION

5.1 In addition to warranties or guarantees on specific ITS and Communication equipment listed elsewhere in these specifications, the Contractor shall fully guarantee the installation furnished as part of the contract against defective equipment, materials and workmanship for all items delivered, for a period of 24 months commencing from the final acceptance date. Should any defect develop under normal and proper operating conditions within these specified periods after acceptance of the completed installation by the Owner, this malfunction shall be corrected by, and at the expense of the Contractor, including all labor, materials, and associated costs.

5.2 This guarantee shall be provided in writing on company or corporation letterhead stationery by the Contractor to the Owner prior to final acceptance. The Contractor shall transfer all required equipment warranties on the date of final acceptance to the Owner.

5.3 The Contractor shall provide complete documentation (minimum 3 sets of Hard binded copies) unless otherwise instructed by the City of Dubuque, for all the equipment devices installed which shall cover:

- Data sheet and spec sheet of installed devices
- Method statements and Installation details including shop drawing, as built drawings and schematics.
- Current On-site configuration
- As-built site drawing showing conduit and device locations, including offsets from the road and one additional offset to positively locate the device.
- Maintenance Manual and schedules of maintenance
- Approvals and Testing results
- Licenses and Certification

6. HANDHOLES/VAULTS

6.1 Handholes/Vaults shall be installed at the locations shown on the plans, and at such additional points as the Contractor, at his own expense, may desire to facilitate the work.

6.1.1 **General:**

a. Granular Base: Comply with section 3010; however, the Engineer may authorize a change in gradation, subject to materials available locally at the time of construction.

b. Cover: Include "TRAFFIC SIGNAL" as a message on the cover. Alternate messages may be required as and to be confirmed from the Engineer before the procurement.

6.1.2. **Precast Concrete Handhole:**

a. Pipe: Comply with ASTM C 76. Minimum Class III, Wall B (Iowa DOT Class 2000D).

b. Casting: Gray cast iron and certified according to requirements of AASHTO M 306 for a 16,000-pound proof-load (HS-20).

6.1.3. **Types of Handholes**

The Contractor to furnish two types of Handholes identified. i.e., HH 24-36 Handhole (Refer to drawing C 9.05) at sign locations and at fiber ducts,. and HH 24-24 Handholes at electrical conduits and interface points. HH 24-24 are also referred to as Electrical pullboxes. The contractor shall submit detailed shop drawings to the City of Dubuque for approval.

6.2 **24" Round Handhole HH 24-24:**

a. The 24" round handhole shall be a 3" thick concrete 24" diameter by 24" in depth with a 22.25" cast iron manhole cover with the legend "ELECTRIC" if used for electrical conduits and "TRAFFIC SIGNAL" if used by Fiber optic conduits, set flush to the ground.

b. Cast iron ring and shall be rated heavy duty for traffic areas (320 pounds minimum). Deviations in weights shall not exceed plus or minus five percent.

c. Each HH 24-24 handhole shall have a 5/8" by 10' ground rod driven into the center of the handhole (for later use if not needed immediately).

d. Each HH 24-24 shall include a drainage system as shown in the plans.

e. The body of the pre-cast handhole shall meet the requirements for Class 1500D concrete pipe insofar as applicable.

f. The duct connections on the referred drawings are for general arrangement for Fiber bypass only. The handholes wall shall be provided with minimum 2 x 2" duct connections as per site plans and duct routing.

g. These Handholes are proposed to be used by Electrical conduits and Fiber conduits for ducts routing and connections.

6.3 **24" Square Handhole HH 24-36**

a. The 24" square handhole shall be a 3" thick concrete 24" by 36" by 36" in depth with a 22.25" cast iron manhole cover with the legend "Traffic Signal" set flush to the ground.

b. Each HH 24-36 handhole shall have a 5/8" by 10' ground rod driven into the center of the handhole (for later use if not needed immediately).

c. Each HH 24-36 shall include a drainage system as shown in the plans.

d. The body of the pre-cast handhole shall meet the requirements for Class 1500D concrete pipe insofar as applicable.

e. Cast iron ring and shall be rated heavy duty for traffic areas (320 pounds minimum) where shown on the plans. Deviations in weights shall not exceed plus or minus five percent. The cover shall have the words "TRAFFIC SIGNAL" cast on the top of the cover.

f. Cable hooks - Four (4) cable hooks shall be provided in all handholes as detailed on the plans. Cable hooks shall be galvanized steel with a minimum diameter of 3/8" and a minimum length of 5" and anchored in the wall of the handhole utilizing appropriate anchoring devices.

g. These Handholes to be used at each sign location, as shown on the plan with handhole behind the signpost.

6.5 Handholes/Vaults in the immediate intersection shall conform to the Grounding and Bonding section of the specifications.

6.6 Handholes/Vaults shall be installed in a neat and workmanlike manner. When the use of forms is required, they shall be set level and of sufficient thickness to prevent warping or other deflections from the specified pattern. A means shall be provided for holding conduit runs rigidly in place while the concrete is placed. All conduits shall enter the handhole at a depth of 12 inches from the bottom of the handhole unless otherwise specified. Any deviations from this requirement shall be approved by the Engineer. The ends of all conduits leading into the handhole shall fit approximately 2 inches beyond the inside wall. A coarse aggregate drain conforming to the dimensions shown on the plan details shall be provided. Cast iron rings and covers for handholes shall be set flush with the sidewalk or pavement and one inch (1") above the surface of the ground when installed in an earth shoulder away from the pavement edge. Any backfilling necessary under a pavement or paved sidewalk or within two feet (2') of the pavement edge shall be made with stone screening. Damaged handholes/vaults or covers will not be accepted. Damaged handholes/vaults will need to be replaced prior to acceptance. Handholes/vaults are not to be installed in the flow lines of a ditch.

6.7 **Method of Measurement**

The HANDHOLES/VAULTS will be measured for payment per the number of units furnished and installed complete and in place and after passing site inspection and acceptance.

6.8 **Basis of Payment**

Payment will be at the unit price for each type of handhole installed and the unit price includes but is not limited to furnishing each type of handhole, excavation,

installation, placing bedding and backfill, backfill compaction, casting, core drilled and sealed conduit, connections and grounding and bonding. Bedding and backfill material, in accordance with section 3010, paid for under separate bid items.

7. CONDUIT SYSTEM

7.1 The number and size of conduit shall be as 2x2" for all locations. Conduit shall meet the requirements of Sections 2523.10 and 4185.10 of the Iowa DOT Standard Specifications. Conduit material shall be HDPE with the following requirements.

1) 2" diameter
2) ASTM F 2160 (conduit) and ASTM D 3350 (HDPE material), SDR 13.5.
3) Use orange colored conduit.
4) Continuous reel or straight pieces to minimize splicing.

7.1.1 If required to use steel conduit, it shall be galvanized steel meeting the requirements of ANSI Standard Specification C80.1, latest revision.

7.1.2 Conduit attached to structures shall be nonmetallic, similar in color to the structure, and rigid enough not to sag under its own weight plus the weight of its contents between brackets.

7.1.3 Conduit shall be furnished with weatherproof fittings of identical or compatible material to the conduit. Only standard factory elbows, couplings, and other fittings to be used.

7.1.4 All conduit openings in the controller cabinet, handholes, and bases shall be sealed with an approved polyurethane expansion joint sealing compound such as BASF Sonolastic NP1, Bostik Chem-Calk 915, Tremco Vulkem 116 or approved equal. This compound shall be readily workable soft plastic. It shall be workable at temperatures as low as 30° F, and shall not melt or run at temperatures as high as 300° F.

7.1.2 All empty conduits to have flat polyester pull-tape (1,250 lbs. tensile) with footing markings.

7.2 Conduit shall be placed as shown on the plans. All locations subject to changes to avoid obstructions as necessary. The contractor shall show the final locations of all conduits on the as-built plans. Change in direction of conduit shall be accomplished by bending such that the conduit will not be damaged, or its internal diameter changed. Bends shall be of uniform curvature and the inside radius of curvature of any bend shall not be less than six (6) times the internal diameter of the conduit.

7.3 When it is necessary to cut and thread steel conduit, no exposed threads will be permitted. All couplings shall be tightened until the ends of conduits are brought together so that an electrical connection will be made throughout the entire length of the conduit run. All conduit and fittings shall be free from burrs and rough places and all conduit runs shall be cleaned, swabbed and reamed before cables are installed. Nipples shall be used to eliminate cutting and threading where short lengths of conduit are required. Damaged galvanized finish on conduit shall be painted with zinc rich paint. All fittings used with rigid steel conduit shall be galvanized steel only.

7.4 Approved conduit bushings shall be installed on the exposed ends of rigid steel conduit. Bell end fittings shall be installed on the exposed ends of PVC conduit. In all bases, conduit shall extend a minimum of 4 inches above the finished surface.

7.5 Whenever converting from PE to PVC or PE to PE or PVC to PVC conduits splicing shall be accomplished as follows:

7.5.1 If splicing from PE to PE a fusion splice is required. Fusion splicing shall not cause significant interior deformation or ridges. If deformation or ridges are present the conduit needs to be cut and refused.

7.5.2 If splicing from PE to PVC the approved coupling is a Shurlock II system as manufactured by AD Technologies or approved equal for the appropriate size conduit.

7.5.3 If splicing from PVC to PVC, an approved PVC primer must be applied along with an approved PVC glue to seal the connection.

7.5.4 If existing splices are in place and need to be repaired, or coupling is needed for conduits with existing infrastructure, the approved coupling is the MOR Clamp or approved equal. The MOR Clamp is manufactured by AD Technologies. The MOR Clamp shall only be used with the approval of the engineer.

7.6 Conduit buried in open trenches shall be placed a minimum of 24 inches deep unless otherwise directed by the Engineer. Open trench methods of placing conduit will be permitted except where the conduit is to be placed under existing pavement. If conduit is installed in an open trench, the conduit must be placed on backfill for support. Conduit in pavement areas shall be placed to a minimum depth of 24 inches below the finished pavement surface or as directed by the Engineer.

7.7 Tracer wire shall be tied together at all fiber vault locations. The tracer wire shall be pulled alongside of the bored or trenched conduit. Tracer wire for open-trench installation shall be a 10 AWG solid, PRO-TRACE® HF-CCS PE30 with orange insulation color. Conductor shall be soft drawn, 21% IACS, copper clad steel, utilizing a AISI 1006 low carbon steel core (required to meet break load and flexibility), with break load of 448 lbs (55,000 psi). Conductor shall be extruded with a 30 mil, high density polyethylene, and meet the APWA color code of the buried utility line. Tracer wire shall be rated for direct burial use at 30 volts and RoHS compliant. Tracer wire shall be PRO-TRACE ® HF-CCS PE30 as manufactured by Pro-Line Safety Products.

7.8 The backfill material in open trenches shall be deposited in layers not to exceed 6 inches in depth and each layer shall be thoroughly compacted before the next layer is placed. Backfill material shall be free of cinders, broken concrete, or other hard or abrasive materials. All surplus material shall be removed from the public right-of-way.

7.9 Whenever excavation is made across parkways, driveways or sodded areas, the sod, topsoil, crushed stone or gravel shall be replaced or restored as nearly as possible to its original condition and the whole area involved shall be left in a neat and presentable condition. Concrete sidewalks, pavements, base courses and bituminous surfaces shall be replaced with new materials. In locations where sidewalks are cut or damaged due to construction, they shall be replaced in kind from joint-to-joint matching the depth of the original sidewalk. Surface restoration in grass areas shall be considered incidental to the bid items of the project and will not be paid for separately unless a bid item has been provided for the surface replacement.

7.10 "Pushed" conduit shall be placed by jacking, pushing, boring or any other means necessary to place the conduit without cutting, removing, or disturbing existing pavement. The size of a bored hole shall not exceed the outside diameter of the conduit that is to be placed**.** Tunneling under the pavement or water jetting will not be permitted. Pits for boring shall not be closer than two (2) feet to the back of curb unless otherwise directed by the Engineer.

7.11 All conduit openings in the controller cabinet, handholes, and bases shall be sealed with an approved polyurethane expansion joint sealing compound such as BASF Sonolastic NP1, Bostik Chem-Calk 915, Tremco Vulkem 116 or approved equal. This compound shall be readily workable soft plastic. It shall be workable at temperatures as low as 30° F, and shall not melt or run at temperatures as high as 300° F.

7.12 All empty conduits to have flat polyester pull-tape (1,250 lbs. tensile) with footing markings, including each of the 4 - 1½" and 4 – 1" inner ducts when connecting to existing conduit. This pull-tape is to be attached to the expandable plug and sealed within conduit with a minimum of 48" of slack in the pull-tape on each end (96" total).

7.13 Conduits entering handholes or vaults shall enter with no more than 4" or less than 1" of exposed

conduit inside of the handhole. All conduits shall contain an orange 10-gauge tracer wire and be plugged with an expandable rubber plug.

7.14 Trenches need to be excavated straight and true with bottom uniformly sloped to low points. Excavate trenches to a depth of 3" below invert of pipe, unless otherwise indicated. Backfill with porous backfill 2' over water lines and conduit followed by native material (no organic material or rocks larger the 1" or debris) in all areas where no pavement would be placed. Coarse sand backfill material with hydraulic compaction can be used in trenches that are too narrow to be compacted by mechanical compactors. Trenches under all paved surfaces will be backfilled with compacted limestone to sub-grade elevation. In lawn areas, any settling that occurs shall be repaired and re-graded before seeding is done.

7.15 The length measured for payment shall be the plan distance along a straight line measured between changes in direction and the center of terminal structures.

7.16 All empty and used conduits at foundation locations shall be plugged. Empty conduits shall be plugged with appropriately sized duct plugs. Conduits with cables shall be plugged with duct seal.

7.17 **Method of Measurement**

Each size and type of conduit will be measured along its centerline, from inside face of structure to inside face of structure. If there are not any structures, the conduit will be measured from the ends of the conduit installed. Sidewalk removal and replacement will be measured by the square foot.

Payment: Payment will be at the unit price per lineal foot for each size and type of conduit installed. The unit Price Includes, but is not limited to supply and install conduit, innerduct (if required), microduct, tracer wire, couplings, bends, sweeps, fittings, pull tape, plugs, Trenching, boring, bedding and backfill material, in accordance with section 3010 of IOWA DOT SUDAS Standard specification. Sidewalk removal and replacement will be paid for separately at the unit price per square foot.

8. WIRING

8.1 Where practical, color codes shall be followed so that the red insulated conductor connects to the red indication terminal, yellow to yellow, and green to green. Circuits shall be properly labeled at the controller by durable labels, or other appropriate methods, attached to the cables.

8.2 All cable runs shall be continuous from connections made in the handhole compartment of signal pole bases to the terminal compartment in the controller cabinet. Splicing will not be allowed in underground handholes unless specifically called for on the plans.

8.3 Power lead-in cable runs shall be continuous from the Power Company service point to the service pedestal and from the service pedestal to the controller cabinet.

8.4 Slack for each cable shall be provided by a four (4) foot length in each handhole and a two (2) foot length in each sign pole, and controller cabinet (measured from the handhole compartment in the pole to the end of the cable). No coils for grounding and bonding wire will be permitted in the handholes.

8.5 Cables shall be pulled through conduit by means of a cable grip designed to provide a firm hold upon the exterior covering of the cable or cables, with a minimum of dragging on the ground or pavement. This shall be accomplished by means of reels mounted on jacks, frame mounted pulleys, or other suitable devices. Only vegetable lubricants may be used to facilitate the pulling of cable.

8.6 Conductor dimensions on construction plans are plan length between bases, contractor must adjust for any vertical runs.

9. ELECTRICAL CABLE

9.1 General

9.1.1 Electrical cable for DMS and DDMS shall be rated 600 volts minimum.

9.1.2 The number of conductors and size of all electrical cable shall be as shown on the plans at minimum. However, based on the DMS and DDMS material and accessories housed in the cabinet, the contractor shall perform cable size calculation and the cables shall comply with all local regulations and standards applicable.

9.1.3 All wire shall be plainly marked on the outside of the sheath with the manufacturer's name and identification of the type of the cable.

9.2 Power Lead-In Cable

9.2.1 Power lead-in cable shall be 600-volt, single conductor, stranded copper, Type XHHW, with UL approval and size as shown on plans. All underground cable shall be in conduit of the type and size shown on the plans and shall conform to the National Electric Code currently in effect. Unless otherwise specified or required, use a 3 conductor #8 gauge (Black, White, Ground) to feed between the DMS/DDMS Control Cabinet and the meter pedestal or traffic signal cabinet. This may be different from site to site and based on the distance from cabinet. The contractor shall perform voltage drop calculations for every sign location and submit recommended conductor sizes.

9.3 Tracer Wire

9.3.1 A tracer wire shall be installed in all conduits.

9.3.2 Tracer wire shall be a 10 AWG solid, PRO-TRACE® HF-CCS PE30 with orange insulation color. Conductor shall be soft drawn, 21% IACS, copper clad steel, utilizing a AISI 1006 low carbon steel core (required to meet break load and flexibility), with break load of 448 lbs (55,000 psi). Conductor shall be extruded with a 30 mil, high density polyethylene, and meet the APWA color code of the buried utility line. Tracer wire shall be rated for direct burial use at 30 volts and RoHS compliant. Tracer wire shall be PRO-TRACE ® HF-CCS PE30 as manufactured by Pro-Line Safety Products.

9.6.3 The tracer wire shall be spliced in the handholes and control cabinet to form a continuous network.

9.4 Cable Installation

9.4.1 All classes of cable shall be shipped on substantially constructed reels plainly marked as to size, type, and insulation identification. Only one (1) length of cable will be shipped on each reel. All cable must be new. Damaged cable, or repairs to damaged cable, will not be permitted.

9.4.2 Prior to the installation of underground cable, the Contractor shall make sure that the conduit is open, continuous, free of water, and clear of debris. The cable shall be installed in such a manner and by such methods as to ensure against harmful stretching of the conductor, injury to the insulation, or damage to the outer protective covering of the cable. No splices or joints will be permitted to be drawn inside the conduit. Where more than one (1) cable is to be installed in the conduit, all shall be pulled at the same time. No splices or joints shall be made in any cable outside of pole bases or traffic signal heads. All splices or joints of cable in pole bases shall be made waterproof using high grade rubber splicing tape; and the finished splice or joints shall be waterproofed and covered with vinyl plastic tape to provide mechanical protection in accordance with these special provisions. An approved cable lubricant may be used to aid in pulling

cables through conduit when necessary to avoid stretching the conductor or damaging the insulation.

The Contractor shall provide drip loops at cabinet, sign modules, wire inlet and service entrance heads. All wire inlets on the poles and signal heads shall be sealed with duct seal.

9.4.3 All splices and connectors shall be covered with rubber type electrical insulation tape, applied one and one-half (1-½) times the thickness of the cable insulation. All bolt type connectors shall be wrapped with one (1) layer of paper tissue prior to the application of the electrical insulation tape. The insulation tape shall be covered with a one-half (1/2) lapped layer of thermoplastic electrical insulating tape extended past the rubber insulation tape at each end of the splice. Splices shall be finished with an application of asphaltic impregnated open mesh fabric tape or coated with a waterproof compound. A layer of conductive shielding tape shall be applied to any splice of two (2) shielded cables to continue the shield through the splice. All splices shall be made in accordance with the cable manufacturer's recommendations.

9.4.4 Connectors shall be either a bronze, bolted type, soldered, or a compression sleeve type. Connectors of the proper size to fit the largest conductor in the connection shall be used to join wires in pullboxes and pole bases. All connectors shall be Underwriters Laboratory (UL) approved.

9.4.5 Wire ends must be thoroughly cleaned after the insulation is stripped off to insure complete contact with another wire, or the connector. If strands are damaged when the insulation is removed, the section of cable must be discarded. Nicked or damaged conductor strands will not be permitted inside of connectors. Loose wire ends shall not be used as "shims" to make a connection.

9.4.6 Covered connections must be arranged so that they will not be in contact with pullbox lids or metal pole bases.

9.4.7 All splices and connections shall be capable of satisfactory operation under continuous immersion of water.

9.4.8 Cable connections in signal heads and controller cabinets shall be made at the terminal boards provided for this purpose. All stranded wires inserted under a binder head screw shall be equipped with a solderless pressure type space connector with a pre-insulated shank. All solid wire shall have an eye bend and shall not have a terminal connector.

9.9 Method of Measurement

Each type and size of wire or cable will be measured in linear feet, from face of structure. to face of structure. Wiring or cabling within cabinets, and poles/posts will not be measured. Tracer wire will be considered part of the conduit and will not be measured for separate payment.

. 9.10 Basis of Payment

Payment will be at the bid unit price per linear foot of 3-conductor cable. Individual conductors that comprise the 3-conductor cable will not be paid separately. Payment for wire and cable within cabinets and poles shall be considered incidental to the cabinet or pole and merged into the unit price of that item. The unit price includes, but is not limited to, wire / cable / fiber optic cable, accessories, and installation.

10. CONCRETE BASES

10.1 Concrete bases/foundation for pedestal poles and electrical services should be precast from a pre-approved vendor. All work shall comply to the relevant SUDAS specification of IOWA DOT for the Concrete bases and foundation works for sign support structure.

DMS and DDMS pole footings shall be installed with the conduit shown on the plans plus one additional 2" PVC conduit stubbed out of the footing for future use. Precast foundations are allowed, if precast foundations are provided, they shall be from an approved vendor and shall support the structure requirement. The Control Cabinet footings shall be installed with the conduit shown on the plans plus one additional 2" and one additional 3" HDPE conduit stubbed out of the footing for future use. The ends of the conduit stubs shall be capped.

10.2 Prior to setting poles, the anchor bolts shall be covered in such a manner as to protect them against damage and to protect the public from possible injury. The foundations must be given a minimum of seven days to cure before poles are erected.

10.3 Backfilling of structures shall use floodable backfill material meeting the requirements of section 4134. Backfill may be placed in lifts up to 2 feet thick. To ensure uniform surface flooding and adequate compaction, fan-spray water in successive 1-to-2-foot increments using a 2-inch diameter hose for three minutes within each increment. Run hose fully, but with the water pressure low enough to avoid eroding material. After flooding, evaluate the effectiveness of the compaction with a vibratory pan or other approved compactor. If the compactor produces visible compaction, repeat the flooding process until the compactor produces no visible compaction.

10.4 During removal if required, all existing foundations shall be removed and disposed of. If there are circumstances that prevent their removal, the exposed concrete must be removed to 6 inches below the ground surface level.

10.5 Mastarm foundations must have a minimum 6" of threaded anchor bolt exposed above the foundation.

10.6 Measurement and payment of the bases and foundations are covered in the individual structure (Pole/Post), cabinet or pedestal where required. There shall be no separate pay item for bases.

11. BONDING AND GROUNDING

11.1. Ground rods must be UL listed, made of copper-clad steel with a nominal diameter of 5/8 inches. Ground rod sections must be a minimum of 8 feet in length and manufactured for the sole purpose of providing electrical grounding.

11.2. Ground rod assemblies: consisting of one or more ground rods coupled together, such that the total length of the assembly is a minimum of 20 feet, driven into the earth at a single point, without disrupting the electrical continuity of the assembly. Ground rod assemblies shall be full length as shown on the plans and each rod length shall be the tapered end style, not threaded.

11.3. Ground Rod Array: is the inter-connection of the ground rods at each pole or structure at the site, consisting of two or more ground rod assemblies, bonded together in accordance with NEC Article 250 bonding.

11.4. Ground wires shall be connected to the ground rods with one (1) piece non-ferrous clamps which employ set screws as tightening devices ILSCO clear tap cat no. PCT(4/10), often referred to as Acorn Nuts. Connections to ground rods need not be taped. Ground rods and assemblies shall be of the length specified on the plans.

11.5. Cabinet location shall use a 20-foot ground rod assembly as specified in 11.2 with a #4 AWG, bare, tinned, solid annealed copper ground wire bonded back to the cabinet earth and electrical neutral bus at the cabinet and main service disconnect.

11.6. Ground rod assembly electrodes shall be provided in and accessible at the adjacent hand holes at each structure including but not limited to signal poles, pedestal poles and controllers as detailed on the plans. The entire intersection grounding array shall be a single ground array and bonded back to the cabinet ground along with the cabinet and main disconnect.

11.7. All metal structures and their associated grounds shall be bonded together to the cabinet main disconnect, (NEC Article 250 Bonding). Ground rods should extend to just below the top of the manhole or vault and be located between 3” and 6” of the side to allow measuring of ground array using a clamp- on tester and inspection of the connections as part of a preventative maintenance program.

11.8. All ground wires between metal structure and nearest ground rod shall be #4 AWG, bare, solid, annealed copper wire unless otherwise specified on the plans. Each steel pole or pedestal shall be firmly connected to the ground rod provided, by means of an internal grounding terminal or earth lug. Placing the ground wire under an anchor bolt nut, anchor bolt cover, or similar device will not be permitted.

11.9. All conduit, steel poles, pedestals, and hand holes in the immediate intersection shall be bonded between structures and cabinet to form a continuous effective ground array. Bonding ground wires shall be No. 6 AWG, XHHW insulated green, multi-strand copper wire or equal connected by appropriately sized split bolt or crimp connectors to the #4 ground wires specified in section 11.5.

11.10. The No. 6 AWG, XHHW insulated green multi-strand copper wire shall be installed in all PVC conduit that carries electrical conductors (including low voltage).’

11.11. All DMS and DDMS structures and cabinets to be grounded.

11.12. **Method of Measurement**
Each structure being grounded will be measured for payment.
Basis of Payment

Payment will be at the bid unit price for each structure being grounded, at the bid unit price. Unit Price Includes, but is not limited to, furnishing and installation of ground rods, copper wire fittings, and approved mechanical connectors.

12. REPLACING DAMAGED IMPROVEMENTS

12.1 Improvements such as sidewalks, curbs, driveways, roadway pavement and any other improvements removed, broken, or damaged by the Contractor shall be replaced or reconstructed with the same kind of materials found on the work or with materials of equal quality. The new work shall be left in serviceable condition satisfactory to the Engineer. Whenever a part of a square or slab of existing concrete sidewalk, driveway, or pavement is broken or damaged, the entire square or slab shall be removed and the concrete reconstructed.

12.2 Surface restoration shall be considered incidental to the bid items of the project and will not be paid for separately unless specified to be replaced and a bid item is provided.

13. DMS AND DDMS CABINET

13.1 General

13.1.1 The DMS/DDMS Control Cabinet shall conform to the Post Mount cabinet type depicted in the provided drawing. The cabinet must come equipped with appropriate mounting accessories and arrangements designed for installation at the rear of the sign on the sign structure.
The cabinet and auxiliary equipment shall conform to the requirements of the National Electrical Manufacturer's Association (NEMA) Standard TS-1 and TS-2, most current revision, and to these specifications. The cabinet shall be a TS-2 Type 1 cabinet.

13.1.2 The cabinet shall be supplied to house DMS/DDMS site controller, Communication equipment i.e. Field Switch, Fiber and copper patch panels, space for documentation, and spare space for future usage. The size may subject to change based on the proposed equipment and sizing. The Contractor shall submit a cabinet general arrangement for typical sites showing all the proposed onsite equipment and cable arrangements.

13.1.3 In unpaved areas, a raised Portland concrete cement pad shall be constructed in front of each controller cabinet, at the back of the sign. Pad shall be 36"x36" and its shall be at least 5" above the surrounding grade.

13.2 Electrical Design

13.2.1 Electrical connections from the controller and auxiliary devices to outgoing and incoming circuits shall be made in such a manner that the DMS/DDMS controller or network switch can be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires.

13.2.2 All cabinet wiring shall be neatly trained throughout the cabinet and attached to the interior panels using nonconductive clamps or tie-wraps. Bundles of cables shall be laced or tied or enclosed in a sheathing material. The cabinet wiring shall not interfere with the entrance, training, or connection of the incoming or outgoing field conductors.

Except where terminated by direct soldering, all wires shall be provided with terminal lugs for attachment to terminal blocks using screws. All wires shall be identified and labeled in accordance with the cabinet wiring prints.

All wire insulation shall have a minimum rating of 600 volts.

13.3 Documentation

13.3.1 The Contractor shall provide complete documentation for all the equipment devices installed which shall cover:
- Data sheet and spec sheet of installed devices
- Installation details
- Current On-site configuration
- Detailed site layout with connection details
- Maintenance Manual and schedules of maintenance
- Approvals and Testing results

Complete system documentation shall be provided. Such documentation shall, as a minimum consist of:

Three (3) complete operations manuals for each controller and associated signal equipment including equipment wiring diagrams, schematics, and parts lists sufficient for ordering any parts.

Three (3) sets of cabinet wiring diagrams. The corresponding phase numbers for each movement shall be indicated on the intersection layout diagram on the cabinet wiring diagram.

13.4 Guarantee

13.4.1 The equipment furnished under this specification shall be new, of the latest model, fabricated in a first-class workmanship manner from good quality material.

13.4.2 The entire controller unit shall be warranted to be free from defects in workmanship and materials for a minimum of one year from date of acceptance. Any parts found to be defective shall be replaced free of charge.

13.4.3 The Owner shall be furnished with a certification from the equipment manufacturer stating that the equipment furnished under this specification complies with all provisions of this specification. If there are any items, which do not comply with this specification, then a list of those exceptions must be detailed on the certification.

14. STATIC GUIDE SIGNS AND POSTS

14.1 General

14.1.1 The Contractor shall furnish and install static traffic signs as shown on the plan sheets. The signs shall conform to the requirements of Section 4186 of the Standard Specifications for Aluminum Type 1 signs. Signs to be prismatic sheeting unless otherwise noted.

The support structure for the signs shall be MASSH 400 breakaway posts. The contractor shall investigate the site locations and based on the sign and height requirement for the post, detailed drawings with post height, structure and foundation details. For sign construction, pole structure and footing refer to IOWA DOT reference standard road plans signs (SI).

14.1.2 When static guide signs are indicated to be mounted on a traffic signal standard, traffic signs shall be mounted on the signal standards utilizing a universally adjustable mounted sign bracket utilizing cable mounting vs. banding. Shop drawing to be submitted for traffic signs.

14.2 Sign on Posts or Ped Poles

14.2.1 The street name signs shall be white letters, clearview font in title case lettering (first letter in each word is capitalized) on a green background. HIP rated sheeting 10-inch blade with 6-inch upper case and 4.5-inch lower case lettering or as shown in sign layout drawing. The sign shall have a white border, .375 inch wide. The thickness of the aluminum sign blank shall be 0.08 inch. The corners of the sign blank shall have a 1-inch radius. Sign to be produced under MUTCD guidelines and the design shall be submitted with exact details of the sign including sign size, print details, character's locations and size, and other emblem details in accordance with the guidelines of the IOWA DOT and relevant MUTCD release.

14.2.2 Static guide signs shall be mounted on posts as indicated. Posts to be metal, 4-inch x 4 inch, or 4-inch x6 inch wood with installation into the ground at a depth adequate to prevent sign installation from leaning or tipping. Posts shall conform to the requirements of Section 4186 for Type 2 posts unless otherwise noted.

14.3 Method of Measurement

Each Static Guide Sign shall be measured counted by its type/size identified in the plan and noted in the Bill of Quantity.

14.4 Basis of Payment

Payment shall be done for individual sign against its rate. The unit rate includes but not limited to sign structure, foundation, sign lamination, printing, installation, mounting, removal of other signs, treatment of the existing signposts to accommodate new sign.

15. SIGN SUPPORT STRUCTURE

As per the road plans there are three (3) different types of signs to be supplied and installed. The contractor shall provide and install sign support structures utilizing Telespar MASSH 400 for the Static guide signs and the DDMS or Travel Time signs. For the Full Matrix sign the refer to the IOWA DOT RDMS drawing RDMS 01-13 to RDMS 06-13. All support structure works to be in accordance with the Iowa Department of Transportation (DOT) Roadside Traffic Sign Support Standards and guidelines, for various sign installations as specified in this contract. The contractor to prepare sign specific shop drawings for each location in accordance with the IOWA DOT support structure guidelines.

. 15.1 Method of Measurement

Each type of support structure shall be measured counted by its type/size identified in the plan and noted in the Bill of Quantity.

15.2 Basis of Payment

Payment shall be done for individual sign support structure against its rate. The unit rate includes but not limited to sign structure, foundation, mounting, site restoration works.

16. ELECTRICAL SERVICE

16.1 General

Power connections to devices shall be as shown on the plans. The contractor shall furnish and install new meter pedestal at locations where new connections for power is required form the service provider. The service pedestal shall be installed as shown in the plans. Two number of Two-inch conduits connecting the service pedestal and the control cabinet shall be installed as shown in the plans.

The meter shall be an Alliant Energy approved meter. The contractor shall verify acceptability with Alliant Energy and coordinate power connection to the meter from the power source.

The contractor shall be responsible for paying the utility charges and bills until the final acceptance of the signs.

16.1 Method of Measurement

Electrical Services will be measured in unit of Sites (signs locations) where services are provided completely. Wiring or cabling, cabinets, will not be measured separately.

16.1 Basis of Payment

Payment will be at the bid unit price per site where service is provided with new meter installed. Payment for meter pedestal, installation, circuit connection, civil and electrical works, wire and cable for connection and within cabinets and poles shall be considered incidental and merged into the unit price of that item.

Unit Price Includes but is not limited to preparation of NOC from service provider, coordination with authorities, material supply, installation, concrete and foundation works for meter pedestal, pedestal, meter cabinet, meter, other electrical circuits that might be required at either end.

17. ITS COMPONENTS

27.1 DYNAMIC MESSAGE SIGN

27.1.1 Type 1: ROADSIDE DYNAMIC MESSAGE SIGNS Full Matrix DMS Sign

The work shall consist of installation and testing all equipment and components necessary to provide a functional full-matrix full-color Roadside Dynamic Message Signs (DMS) designed for the simultaneous display of Travel Time, Queue warning messages and the display of a regulatory variable speed limit (VSL) sign image showing the current statutory speed limit. The DMS is to be installed at locations shown on the Plans. There are two locations identified for the DMS installation i.e. A-1 and A-7. Signe A-7 comes under the Illinois side and the contractor to coordinate with Illinois DOT for the installation permits and NOCs and shall adhere to the guidelines of Illinois DOT. These two numbers of signs will be supplied by the IOWA DOT through coordination with the City of Dubuque team. The Contractor shall establish coordination at the start of the contract for the sign delivery and necessary testing and verification on the health check of the signs. The contractor shall communicate with the IOWA DOT contact persons mentioned below for the sign pickup from the maintenance shop:

Name: Jason Dale
Iowa DOT – Traffic Operations
Email: Jason.dale@iowadot.us
Contact: (515) 239-1995
IOWA DOT Maintenance Shop Address: 2600 Coral Ridge Ave, Coralville, IA 52241

The DMS and DDMS to be supplied with a DMS control application. The software shall support a configuration wherein a portion of the sign display displays a faithful mockup of a standard statutory advisory signs and Travel Time Message. The font and font size, background and text color shall be adjustable and shall support different colors of text and background. For all displayed speed limit sign sizes, the relative letter size, aspect ratio and color of font and color of background shall emulate the IOWA DOT's standard guide signs and speed limit sign. The contractor shall supply the signs with the typical pictograms and message templates to support the different variety of messages advisory, safety and regulatory as per MUTCD latest release. The Contractor shall prepare list of all pictograms, emblems and templates supported by the sign operation and submit them to City of Dubuque and IOWA DOT for approval.

The Travel Time portion of the display shall be changeable independent of updating the entire sign's pixel array, i.e., there shall be no "transition" effects on the sign's main message as the portion of the sign assigned to show Travel Time is updated with different Travel Time value in Minutes.

Following are examples of the different messages that the sign shall support at minimum but there could be several different templates based on the signs operations and the contractor to work with the Engineer to identify the possible list of templates for initial operations and testing and the final list to be submitted to the City of Dubuque and IOWA DOT for approval. The contractor shall support in providing different sign templates of different message sizing and supply the sign controllers with the variety of fonts styles and size as per IOWA DOT and City of Dubuque Operations requirements.

Figure -1: DMS Message Samples

17.1.2 Type – 2: Dedicated Dynamic Message Signs (DDMS)

The project also includes mixed use Dedicated Dynamic Message Sign Module with the Static advisory Signs dedicated for Travel Time information display. These signs shall have fixed destination printed on the static sign with the dynamic message module dedicated to display Travel Time (two digits). The signs shall be installed as per the location identified in the plans. The signs shall be provided with the required DMS modules, Controller, electrical and communication equipment as specified here in the other sections of the dynamic message signs where the LED properties and density shall remain uniform throughout all the signs. There are two different types of Sign layout identified as per MUTCD design where signs on roads with posted speed of 40 MPH or higher to have the character height of six (6) inches wide and nine (9) inches tall. For the signs to be installed on roads with posted speed of 40 MPH or less shall have a minimum character dimension of four (4) inches wide and six (6) inches tall. These calculations are preliminary, and the contractor shall produce detailed shop drawings where the actual character width and height may vary to some extent based on the sign size and other fixed characters. The contractor may supply individual dynamic displays for each destination travel time or one combined

display that spans all destination times on the sign. The DDMS insert modules shall have the same display characteristics and optical specification as of the DMS sign in the section followed. The resolution and beamwidth shall be according to the road speed limit requirements. The resolution (pixel pitch) of the DDMS modules shall range from 10mm to 12mm. The contractor can propose different type of controller for DDMS than that of the DMS, if it follows the same compliance and integration requirements as listed in the specification of DMS controller. The contractor shall submit a shop drawing for all sign locations showing the dimensions of all characters and displays, character spacing, and border spacing similar to the two samples shown below. The contractor shall modify the dimensions of the sign if required to fit the desired text on the sign.

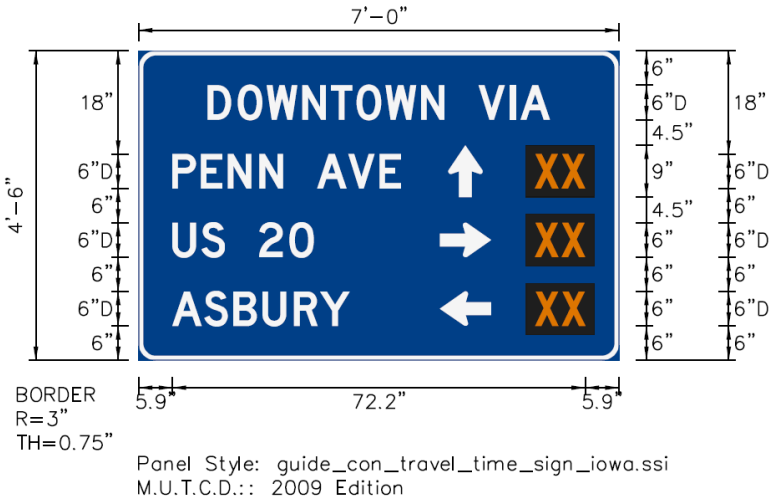


Figure 2: Dedicated Message Sign for Roads with Speed above 40MPH

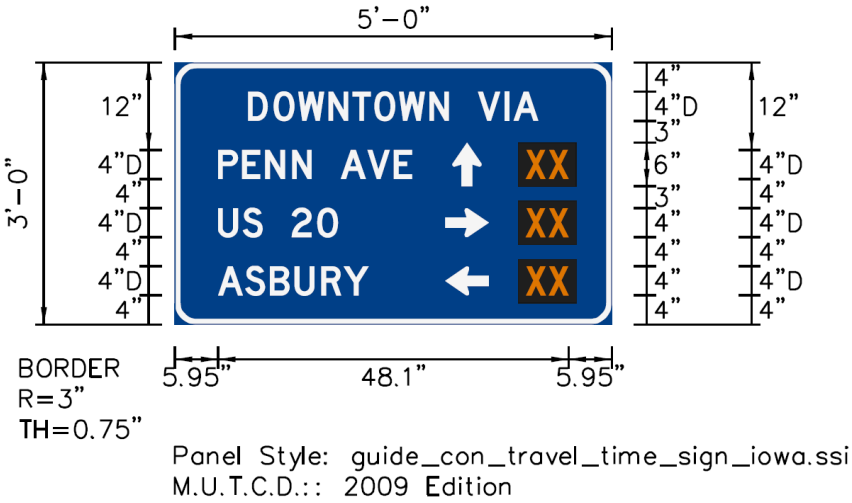


Figure 3: Dedicated Message Sign for Roads wit Speed below 40 MPH

17.1.3 Materials

The two (2) Full Matrix DMS signs shall be supplied by the IOWA DOT and the specification here are for reference only and to be used only if there is a project requirement to procure new DMS Sign through

the contractor during or later stage.

The DMS shall be a full matrix, full color LED sign with a walk-in enclosure housing using all modular, controller, electrical, and communication equipment. The DMS shall include the following basic components:

1. DMS
2. Walk-in enclosure
3. DMS controller, firmware, and software
4. Electrical end-equipment
5. Mounting hardware
6. DMS Cabinet

The Contractor shall furnish one controller as an integral part of each DMS. The DMS controller is to be mounted inside the DMS and connected to fiber network or cellular modem as shown in the plans. The DMS shall be NTCIP compliant as currently defined by the NTCIP Object Definitions for Dynamic Message Signs Publication 1203 (including subsequentrevisions. The manufacturer shall provide all MIB definitions (Public and Proprietary) that the sign supports as well as associated data types supported. Methods for setting these values shall conform to NTCIP 1203v3 or newer. Manufacturer shall allow department to change without firmware, hardware changes, or third-party assistance the authentication values for SNMPv2c or SNMP3. Sample code for basic message manipulation shall be provided. Basic message manipulation includes:

- Defining Font
- Defining font size
- Defining a custom message
- Defining a schedule for the custom message
- Terminating custom message
- Viewing all stored messages
- Viewing all stored schedules

17.1.4 Construction Requirements

DMS manufacturers shall comply with the Project Standards including the most current version, as of the Setting Date, of the following standards:

1. High-voltage wiring: High-voltage components and circuits (120 volts alternating current) shall be wired and color-coded per the NEC.
2. Environmental: The display and all display components shall conform to NEMA TS4 Section 2 Environmental Standards.
3. Shock/Vibration: The display and all display components shall conform to NEMA TS4 Section 2 shock/vibration tests.
4. NTCIP: Publication 1203, most current version.
5. NEMA TS 4 Hardware Standards for DMS with NTCIP Requirements.
6. FCC: All equipment must be designed in accordance with FCC Part 1Subpart B.

17.1.5 Materials

All electrical equipment shall operate within the range of environmental conditions specified herein and come with warranties. The warranties shall receive the approval of City of Dubuque and IOWA DOT prior to the use of the respective equipment.

17.1.6 Weight and Dimensions

The maximum static weight of the DMS, including all internal and external components and mounting devices and members shall not exceed 3,200 pounds. In addition to the static weight, a live load of 600 pounds for maintenance personnel and equipment is to be accounted for in the structural analysis. The nominal size of the full matrix display shall be approximately twelve (12) feet and six (6) inch wide by eight (8) feet and two (2) inches tall. The approximate outside dimension of the DMS enclosure shall not exceed 13 feet wide by 9 feet high and approximately by 4 feet 1 inch deep.

17.1.7 Display Characteristics

The DMS shall consist of interchangeable LED modules arranged to provide a full matrix display. The full matrix display shall provide a wide range of template and signing support. The sign shall support variety of templates and message structure. So, any part of sign can be used for text or pictogram display as per the template design. All the module of the sign shall have a uniform display characteristic shall not be restrict on the font size and number of text components if it fits in the available pixel area. Pixel pitch shall be a maximum of 20 mm. The pixel density shall be uniform across the whole sign from through the display area mentioned above. The sign design shall allow it to be used like a static advisory sign as and when needed with the right message design saved and approved.

The signs shall be provided with light sensors to detect the sunlight and visibility level and adjust the brightness accordingly. At daytime the sign may operate at high brightness level compared to night operation.

Legibility of displays shall include daylight hours with direct sunlight on the face and behind the DMS. Minimum clear visibility and legibility distance for the sign shall be 900 feet at an eye height of 3.5 feet within a 60° cone of vision about the optical axis under all weather conditions, except heavy rain, fog, or snow.

The display shall not perceivably brighten due to stray headlights shining on the photocells at night.

17.1.8 Basic Dynamic Message Sign Functions

A character set shall be provided and shall consist of at least the following:

1. All 26 capital letters of the alphabet
2. All digits 0 through 9
3. Arrows pointing to the eight primary compass points.
4. Punctuation marks ($□ - + = . , ‘ & / \ ( ) * ! ;: “ ” % # ? < > @ ~ ^ [ ] |)
5. Sequential arrow
6. Standard font (7x5 pixels per character)
7. Double stroke font (7x7 pixels per character)
8. Condensed font (7x4 pixels per character)
9. Expanded font (7x6 pixels per character)
10. Two additional user-defined fonts for a total of six fonts (standard, double stroke, condensed, expanded, two users defined)
11. Images in the format of SVG, GIF and JPEG
12. Minimum 32-bit color mapping.

Each sign shall be able to display static, multi-frame, or flashing messages:

1. Static Message: The chosen message shall be displayed constantly on the sign face until the sign controller is instructed to do otherwise.
2. Multi-frame Message: The chosen message shall display up to four different frames alternately at durations separately controllable in 0.1-second increments from 0.1 seconds to 25.5 seconds.
3. Flashing Message: A flashing capability shall be possible by blanking the LEDs. The parameters controlling the flashing rate shall be operator- selectable from 0.1 seconds to 9.9 seconds, in increments of 0.1 seconds.

17.1.9 Display Modules

The sign display shall be created by interconnecting several individual and interchangeable display modules. The replacement of a complete display module shall be possible from the interior of the sign enclosure without the use of any special tools. Display modules shall be identical and interchangeable in all signs provided for this Project. Interconnection of modules shall be through connectors only. Each pixel shall have its optic axis oriented perpendicular to the sign face. Pixels shall be attached to the

display module with a secure fastening system.

Pixels

Pixel columns and rows shall be perpendicular. The horizontal and vertical spacing (the pitch) of the pixels on center shall be identical on each display module and between all display modules in the DMS. Each LED module shall contain a minimum of one each of red, green, and blue surface-mounted LED for each pixel.

The total on-axis (0 degrees horizontal, 0 degrees vertical) luminance intensity of the sign will be a minimum of 12,000 candelas per square meter. All pixels shall have equal color and on-axis intensity. The method used to provide the brightness, equal color, and intensity shall be included in the shop drawing submittals and approved by City of Dubuque and IOW DOT. Pixel brightness shall be tested and documented by a third- party lab. This documentation shall be submitted to Dubuque and IOW DOT for approval prior to shipping the sign.

Each pixel shall have a device attached to the printed circuit board (PCB) to hold and protect the LEDs. These devices shall do the following:

1. Hold the LEDs to within 0.5 degrees of being perpendicular to the display modules.
2. Prevent the LEDs from being crushed or bent during handling.
3. The LEDs shall be protected such that there is no contact with them when the display module is handled or dropped.
4. Protect the LEDs from damage when the display module is laid on the front surface (the side on which the LED lamps are located).
5. Be easily removable from the display module PCB without any specialized tools.
6. Not put any stress on the LEDs due to differentials of expansion and contraction between the device and the LEDs over the temperature range herein specified.
7. Not become loose or fall off during handling or due to vibration.
8. Not block airflow over the leads of the LEDs.
9. Not block the light output of the LEDs at the required viewing angle.
10. Be black in color to maximize contrast.

LEDs

The LED display module shall consist of pixels created by utilizing LEDs of each of the following colors: Red, Green, and Blue. All LED display modules shall be manufactured by Avago Technologies, Nichia Corporation, Sander, Agilent, or Toshiba Corporation, and shall be of the same make and model and all traceable to the manufacturer. LEDs will have a 60-degree viewing angle. The light emitted by the LED display shall be full color, with individual LED features as follows:

- Red LEDs shall utilize AlInGaP semiconductor technology with a peak wavelength centered at approximately 625 nanometers ±10 nanometers.
- Green LEDs shall utilize InGaN semiconductor technology with a peak wavelength centered at approximately 530 nanometers ±10 nanometers.
- Blue LEDs shall utilize InGaN semiconductor technology with a peak wavelength centered at approximately 470 nanometers ±10 nanometers.

LEDs in an individual sign will be from no more than two consecutive “bins” for either color or light intensity levels. The DMS manufacturer will perform the color/intensity sorting of individual LEDs, and they will be distributed consistently from pixel to pixel. The luminous intensity of the highest- and lowest- appearing pixels will be measured, and the intensity ratio (L1/L2 where L1 > L2) between the two shall be less than 3:1. LEDs shall have no less than 50 percent of the normalized intensity at their respective 60 degree viewing angle.

LED package style shall be surface-mount LEDs. Through-hole flush mount and through-hole standoff LEDs will not be allowed.
LEDs shall be nominally rated for 100,000 hours of operation under NEMA TS-4 environmental conditions.

The brightness of each LED shall be measured in accordance with the International Lighting Commission (CIE) Test Method A, as described with the CIE 127-2007, Technical Report: Measurement of LEDs. The LED brightness and color bins that are used in each pixel shall be provided to Dubuque and IOW DOT for approval.
Certification shall be provided with the shop drawing submittals from the LED manufacturer that demonstrates the LEDs were tested and binned in accordance with CIE Test Method A. This certification shall be provided to CITY OF DUBUQUE AND IOWA DOT prior to site delivery.

Optical Performance

Operating contrast values between 6 and 25 shall be demonstrated for each lighting condition given the following definitions:

Luminance =	The luminous intensity of the 35 pixels the area of the block containing the 35 pixels including the background
Daytime Contrast =	(Luminance On - Luminance Off)/Luminance Off
Where the ambient light is simulated by a solar source simulator placed 10 degrees off the horizontal axis in front of the sign when measured on-axis to the center of the sign face giving a luminance of 40,000 lux on the sign face.	

Electronics

All DMS electronics shall be solid state technology and, with the exception of the PCBs, shall be commercially available, easily accessible, replaceable, and removable using conventional electronic repair methods. Moving parts shall be minimized where practical. All electronic and electrical components used in the LED display or DMS controller or other digital control devices shall be UL or Electronic Testing Laboratories (ETL) listed. This includes power supplies, wiring, and wiring accessories. Copies of UL or ETL product cards shall be provided to Dubuque and IOWA DOT prior to site delivery to document the listings. All data and low power connections will be accomplished via positive locking devices.

All workmanship shall comply with ANSI/IPC A-610D Class 2 titled, “Acceptability of Electronic Assemblies,” and ANSI/IPC-7711/21B titled, “Rework Modification and Repair Electronic Assemblies.”

All PCBs, except for the LED motherboard, power supply PCBs, and controller PCBs, shall be completely conformal coated with 0.010-inch minimum thickness silicone resin. The LED motherboard shall be completely conformal coated, except at the pixels on the front of the PCBs, with 0.010-inch minimum thickness silicone resin. The material used for the PCB coating shall meet the military specification MIL-I-46058C Type SR.

The LED pixels shall be directly driven using pulse width modulation (PWM) of the drive current to control the display intensity. This LED driver circuitry shall vary the current pulse width to achieve the proper display intensity levels for all ambient light conditions. The drive current pulse shall be modulated at a frequency high enough to provide flicker-free operation and a minimum of 200 brightness levels. The power supplies shall be designed such that one supply may fail and the sign display will still be supplied with sufficient power to run 100 percent of the pixels at 100 percent duty at 60 degrees Celsius. The power distribution system shall connect each display module to all power supplies and shall minimize voltage drop over the face of the sign. Multiplexing drive circuits shall not be used. The LED display manufacturer shall supply the schematic of the display to document the LED drive mode used.

The current provided at maximum brightness shall be easily adjustable between 1 milliampere and 30 milliampere in 1 percent increments. This adjustment will be altered occasionally over the life of the sign to offset the dimming of the LEDs as they age. LED brightness shall be controlled or adjusted in three ways: locally using the sign controller, remotely from the ATMS using the sign controller’s serial communications port, and automatically via a closed-loop ambient light monitoring circuit. Once the LED brightness is set or adjusted, intensity shall not fluctuate or flicker due to sudden ambient light level changes caused by weather (i.e., moving

cloud cover) or vehicle headlights. It is not necessary that maximum brightness be remotely controlled. Upon installation, Contractor shall set the maximum brightness current to 20 milliampere.

The sign controller shall continuously measure all LED module power supply voltages. The sign controller shall provide these voltage readings to the ATMS or remote laptop when polled.

Maintenance

All DMS equipment components, modular assemblies, and other materials located in the DMS housing shall be removable, transportable, and capable of being installed by a single technician accessing the sign from inside the walk-in enclosure.

Miscellaneous Requirements

The presence of ambient magnetic or electromagnetic fields, including those created by any components of the DMS subsystem, shall not interfere with the performance of the signs.

The rated life of all components (including LED), except fans, filters, and equipment not normally furnished with the DMS, shall be a minimum of 20 years under 24-hour-a-day operation.

Equipment and accessories shall be, essentially, the standard cataloged products and of the latest design of manufacturers regularly engaged in production of such equipment and accessories for at least five years.

Differential expansion of the sign enclosure, sign face, and the display panel shall not cause damage to any of the components.

17.1.10 Walk-In Enclosure

The DMS walk-in enclosure (housing) shall be furnished and installed in this Project and be designed integral to the DMS. The DMS housing, including its front-face panels, shall be a NEMA type 3R, as described in the latest edition of the NEMA Standards Publication 250. The bottom of the sign shall be horizontal, and all sides shall be vertical. The top shall slope to the rear to completely drain rainwater from the roof. Sign housings shall be constructed of aluminum alloy 3003-HI4 or 5052-H32. Seams shall be continuously welded. Framing structural shapes shall be constructed of aluminum alloy 6061-T6 or 6063-T52. Non-corrosive materials shall be used where possible and corrosion protection shall be provided between dissimilar metals. Sign housings shall be cleaned and de-oxidized after welding.

To allow for the vacuum effect of the passage of large trucks, the sign face shall be designed for and shall withstand a negative (outward) pressure of 50 percent of the design inward wind pressure. Gasket material, where needed, shall be impervious to moisture, smog, and salt spray. If neoprene is used, the mating surface shall be covered with a silicon lubricant to prevent sticking to the mating metal surface.

The walk-in enclosure shall be designed such that the top of the display face (the surface that faces approaching traffic) is tilted 3 degrees toward traffic. The top plane of the housing shall be sloped 0.5 degrees toward the back of the housing. The rear plane of the housing shall remain vertical, and the interior walkway surface shall remain level (horizontal).

The manufacturer's name, month, and year of manufacture shall appear on the inside of the DMS housing. No logos or names of manufacturers shall appear on the outside of the housing.

Painting

The front of the sign enclosure will be coated with a semi-gloss black polyvinylidene fluoride (PVDF) protective coating. This coating will be designed to have a minimum of 10-year color retention and chalk resistance. All finish coatings shall be resistant to chipping, impacts, weather, scuffs, corrosion, and bacteria for a minimum of 10 years. All other surfaces shall be left their natural finish or unfinished aluminum.

Environmental

The sign shall be constructed to present a clean, neat appearance, and the equipment located therein shall be protected from moisture, dust, dirt, and corrosion. Sign enclosures shall contain small weep holes for

draining moisture that accumulates in the signs from condensation. Weep holes shall be designed to prevent the entrance of insects and shall have snap-in drain filter plug inserts. The filter plug inserts shall be replaceable.

Sign Attachment Members

The sign shall be attached to the sign structure with I-beams or Z-bar extrusions. The number of I-beams or Z-bars needed and the method of attaching the I-beams or Z-bars to the sign housing and sign structure shall be as required to conform to the Project Standards. The housing shall be designed to accommodate mounting on the rear vertical plane. All structural hardware and mounting bracket hardware will be stainless steel or galvanized high-strength steel and appropriately sized for the application. Mounting brackets will be attached to the DMS using direct-tension indicators to verify that mounting hardware is tightened with the proper amount of force.

Lifting eyes or the equivalent shall be provided for moving and mounting signs. The DMS housing shall be designed such that the DMS can be shipped and temporarily stored without damage or undue stresses prior to installation on the overhead support structure.

Maintenance and Repair

Design and construct the walk-in housing so that all maintenance and repair is performed from within the DMS housing, with the exception of structural members and components thereof. The minimum clear distance from the interior rear wall of the DMS housing to the closest display components shall be 2 feet. This free space shall be maintained across the entire interior of the sign housing. Structural members shall be designed and positioned so as to not be an obstruction to free movement of maintenance technicians throughout the interior of the housing.
Include in the housing an internal incandescent lighting system of at least six fixtures to provide maintenance personnel with a minimum of 35 foot-candles of light measured at the floor, evenly distributed, provided by ceiling or top of wall mounted incandescent or compact fluorescent lights utilizing a cold-weather ballast within each sign housing. Locate two 3- circuit control switches inside the DMS housing for the lighting system, within easy reach from outside the DMS housing through the entryway. The sign housing and display panel shall be designed to be sufficiently “light tight,” such that during night-time maintenance activities, no internal lighting shall be visible or distracting to motorists.

The DMS housing shall include a minimum of three 15 Amp, 120 volts alternating current duplex electrical outlets, with ground fault circuit interrupters, for use by maintenance personnel. The duplex outlets are to be mounted on the back wall of the DMS, distributed evenly within the housing. All power runs inside the housing shall be protected in intermediate metallic conduits attached to the inside of the sign case.

Interior Walkway

The interior of the walk-in enclosure shall provide a minimum clear width of 2 feet and a minimum clear height of 6 feet through the length of the walkway to allow maintenance personnel free movement and working space. The interior walkway of the DMS shall be non-slip and able to support a minimum of a 500-pound load per linear foot and will be constructed of multiple removable panels. The walkway’s top surface shall be free of obstructions that would present a tripping hazard to maintenance personnel.

Personnel Access

The DMS housing shall have two vertically hinged doors, one on each end of the sign. The DMS housing doors shall be rain-tight/dust-tight. Doorway openings shall be a minimum of 6.5 feet in height and a minimum of 2 feet in width. The doors shall use a Corbin Lock Number 2 and shall be furnished with a minimum of one number 2 key. The DMS doors shall open to the exterior of the DMS and have a stop to retain the door in its fully open position while workers are inside the sign.

The latching/locking mechanism shall include two handles: one on the interior of the housing such that a person with no key and no tools cannot become entrapped inside the housing and another on the exterior of the housing with a key lock.

Cable Access

Provide a cable entrance for AC power as described herein. Conduit shall enter the rear exterior wall (facing away from traffic) of the sign case through a 90-degree bend in the conduit. The attachment point between the conduit and sign case shall be sealed on both sides of the sign case with a neoprene gasket or other approved material such that no moisture, condensation, or light can penetrate the seal.

Attach two junction boxes to the interior wall of the sign case: one to receive the AC power and one the communications cables. The junction box for the communications cable shall be 6 inches by 6 inches by 2 inches and labeled on the outside "COMM." The junction box for the power cable shall be labeled on the outside "AC POWER." All entries and exits from the junction boxes will be made via conduit. Approximately 2 feet of cable slack shall be coiled in the junction boxes. Conduits leading from the junction boxes to the lighting panel and the ITS field processor shall also be provided.

Sign Display Cover

The sign display cover is attached to the front of each sign case and is a weatherproof assembly that presents an unobstructed view of the sign display.

The DMS shop drawings submitted by Contractor shall demonstrate the technique employed to minimize glare, reduce solar heat gain on the LEDs, and increase sign contrast in all ambient lighting conditions.

Compose the sign display cover of a series of clear-formed segments that, when placed side by side, form a complete face. Each display cover segment shall be of a size and weight that can easily be handled by maintenance personnel for replacement or cleaning. The sign display covers and display modules shall be constructed to allow all service operations from inside the sign case. The cover shall not be damaged by sign vibration or the positive and negative pressures resulting from changes in atmospheric conditions or the passing of large trucks. This includes cleaning the outside of the window by tipping the modules and sign face inward. The removal of any combination of windows shall not alter the structural integrity of the sign case.

The clear lens panels shall be made of polycarbonate. Polycarbonate shall contain an ultraviolet (UV) light inhibitor, which protects the LED display matrix from the effects of UV light exposure and prevents premature aging of the polycarbonate itself. Polycarbonate sheets shall have the following characteristics:

1. Tensile Strength, Ultimate: 9,000 pounds per square inch
2. Tensile Strength, Yield: 9,300 pounds per square inch
3. Tensile Strain at Break: 125 percent
4. Tensile Modulus: 330,000 pounds per square inch
5. Flexural Modulus: 330,000 pounds per square inch
6. Impact Strength, Izod (1/8 inch, notched): 17 foot-pounds per inch ofnotch.
7. Rockwell Hardness: M75, R118
8. Heat Deflection Temperature Under Load: 264 pounds per square inch at 270 degrees Fahrenheit and 66 pounds per square inch at 288 degrees Fahrenheit.
9. Coefficient of Thermal Expansion: 3.9X10-5 in/in/F
10. Specific Heat: 0.30 British thermal unit per pound per degree Fahrenheit
11. Initial Light Transmittance: 85 percent minimum
12. Change in Light Transmittance, 5 years' exposure in a southern latitude: less than 5percent.
13. Change in Yellowness Index, 5 years' exposure in southern latitude: less than 5 percent.

The display cover and all associated parts, such as fasteners, shall be captive so that they cannot fall to the roadway. The windows shall be dust- proof and shall not leak when sprayed with water from any angle by a garden hose at a pressure equivalent to rain in a 90-mile-per-hour wind. The window

frame(s) shall have a continuous closed-cell neoprene gasket around the entire perimeter. Horizontal portions of the gasket shall be supported by a channel. The gasket shall be at least 1 inch wide and 0.375 inches thick. The mating surface of the gasket shall be treated with silicone lubricant so that it does not stick. The sign face display cover shall be designed to minimize bowing.

Heaters and Fans

Signs shall contain thermostatically controlled fans and electric heating elements to prevent condensation on the inside of the display windows. A humidistat and thermostat shall also be included to activate the fans and electric heaters at user-selectable settings to control temperature and humidity for the display window and sign case. The defogging system shall be capable of substantially removing condensation from a completely fogged window within five minutes.

Vented thermostatically controlled fans shall be used to circulate the air inside the enclosures for cooling. Cooling fans shall turn on when the internal DMS air temperature reaches 30 degrees Celsius. Fans shall keep the back side of the display modules below 60 degrees Celsius when the outdoor temperature is 40 degrees Celsius, the face of the sign is in full sun, and 50 percent of the pixels are illuminated, drawing 20 milliamperes of current. The ventilation system shall achieve this performance despite the failure of any single fan. The fans shall be installed so as to either “blow” air into or out of the sign case. Air inlets shall have louvers to keep out rain, rustproof screens to keep out insects, and replaceable 2-inch air filters to keep out dust. The filters shall be available from multiple manufacturers and shall be located to facilitate replacement. Exhaust vents shall be screened and have movable louvers that are closed when the fans are not running.

The LED modules and electric equipment shall be protected by a fail- safe, back-up fan control system in the event of an electronic fan control failure or shutdown of the DMS controller.

Heaters shall operate from a 240-volt, 60-hertz, single-phase AC power. Fans shall operate from 120-volt, 60-hertz, single-phase AC power. Redundant humidistats and thermostats shall be provided to activate the fans and electric heaters at user-selectable settings to control temperature and humidity for the display window and sign case. The defogging system shall be capable of substantially removing condensation from a completely fogged window within five minutes.

Fire Extinguisher

Furnish and install a 5-pound standard BC powder fire extinguisher near the door. The fire extinguisher shall have squeeze grip operation. The fire extinguisher shall be supplied complete with a wall bracket and shall be mounted on the internal wall of the sign enclosure within easy reach of the door opening.

The fire extinguisher shall include positive on/off operation, pull-pin safety locks, a waterproof stainless-steel gauge, and an anodized aluminum valve.

Interference

The dimming circuit and DMS power system shall have electrical devices installed to minimize radio frequency interference (RFI) noise generated by the DMS both on the power line and radiated by sign circuitry. Equipment shall be in compliance with FCC Part 15, Subpart B.

17.1.11 DMS Controller, Firmware, and Software

Furnish, test, and install a DMS controller, firmware, and software compatible with the communications protocol provided by City of Dubuque and compatible with IOWA DOT, at each DMS site shown on the Plans. Furnish, test, and install the auxiliary equipment and wiring required to complete the system testing. The DMS shall be capable of receiving communications from the server located at one of Dubuque and IOW DOT TMCs and displaying messages by illuminating the LEDs to form legible words and graphics. Provide all equipment and materials needed to interconnect and interface the controller to the sign, including cables and connectors. Provide controller software that is consistent with the operational requirements and communications protocols.
DMS controllers shall have the following features:

1. Communications Ports. The DMS controller shall be able to receive instructions from and provide information to the ATMS network. There will be ports available for both local and remote operation of the DMS. Including minimally 100 Base-T Ethernet.

   The DMS sign controller shall contain a minimum of one 100Base-T Ethernet communication port. This port shall be available for optional use for communicating from the ATMS to the DMS sign controller when an Ethernet network is available. The Ethernet port shall have a standard RJ45 connector.

   The DMS sign controller shall contain a minimum of two NTCIP- compatible RS-232 communications ports. These ports shall support multiple communication interfaces, including direct null-modem (for local laptop control), dial-up and leased-line modems, radio systems, cellular modems, and fiber-optic modems. The RS232 ports shall all have standard DB9M connectors.

2. Microprocessor. The DMS controller shall be a solid-state microprocessor.
3. Internal Clock. The controller shall have an internal clock that will satisfy the following minimum requirements:

   The internal clock shall obtain its timing reference either from a crystal or from the 60-hertz frequency of the power input line. For internal clocks obtaining its timing reference from the 60- hertz power line frequency, the timing reference shall be crystal controlled in the absence of AC power. In either case, the clock shall be accurate to within 15 seconds per month.

   The internal clock shall have both permanent and changeable memory. The permanent memory shall be in the form of plug-in programmable read-only memory (PROM) integrated circuits. It shall contain the software for performing the required timing functions. The changeable memory shall be in the form of random-access memory (RAM) integrated circuits with a lithium battery back-up that retains the data in memory for a minimum of one year following a power failure.

   The changeable memory shall contain the current time in the form of year, month, day of month, hour of day, minute of hour, and second of minute.

   The correct time shall be entered into changeable memory as a function of the year, month, day of month, hour of day, minute of hour, and second of minute. Hours of the day shall be entered in 24-hour (military) format.

   The internal clock shall automatically compensate for leap years. The dates and times on which daylight-savings-time changes take place shall be user-programmable. The programming for daylight-savings-time changes shall be accomplished in such a manner that reprogramming each year is not necessary. Once set, the internal clock shall automatically adjust the hour of the day for daylight-savings-time changes.

   The internal clock shall have sufficient battery backup to operate without failures for a period of one month.

4. Stored Messages. The DMS controller shall be capable of storing a minimum of 100 messages in non-volatile memory, each message consisting of up to three phrases and each phrase consisting of up to three full lines of text.
5. Default Message. The DMS controller shall be designed to blank out the sign in the event of a power failure.
6. Message Speed. The LED display shall update instantaneously with no shifting, scrolling, or other visual disturbance apparent to the motorist.

7. Controller Failures and Loss of Power and Connectivity. In the event of a controller failure, loss of communication from TMCs any displayed message shall be blanked out. The controller's operating system shall reside in non-volatile memory and shall reinitialize automatically at power-up and run without operator intervention. In the event of power outage, the clock shall re-start with the correct time (e.g., GPS or crystal clock) on the restoration of power. During the period of time that the controller is attempting to automatically recover from a controller failure, and until such time that the initialization process is complete, no messages shall be displayed on the sign.
8. Pixel Failures. The controller shall determine how Many pixels are not turning on, how many pixels are not turning off, and the number of modules that have failed. This information shall be reported to the DMS controller. The sign shall be capable of uploading the current sign's display, WYSIWYG, image to the ATMS to facilitate evaluation of the sign's condition and message placement. Defective pixels and defective pixel count shall be shown in the uploaded display.
9. LED Temperature Monitor. The sign controller shall monitor the temperature of the LED circuit board and shall reduce light output (DC forward current) when the temperature exceeds unacceptable thresholds. At least three temperature levels, set via the system interface, shall be supported, which will result in increasingly lower output to the LEDs. The sign controller shall perform an automatic sign shutdown when the temperature exceeds an absolute threshold. The sign controller shall use an analog to digital converter to capture the current LED temperature. Current temperature shall be reportable to the ATMS or portable computer via the sign controller interface. The temperature sensors shall be equally spaced to cover each end and the middle of the sign.

   The DMS controller shall continuously measure all LED module power supply voltages and be able to report those voltages both locally and remotely to the ATMS.

Physical
The DMS controller and all of its associated equipment, cables, connectors, and materials shall be designed, constructed, and positioned so that all maintenance and repair is performed from inside the walk-in enclosure.

All DMS controller equipment, components, modular assemblies, and other materials located in the walk-in enclosure shall be removable, transportable, and installable by a single technician.

Provide space inside the walk-in enclosure for the installation of the ITS field processor and junction boxes. The area provided for the installation of this auxiliary equipment shall clearly be shown in Contractor's submittal of the DMS shop drawings. Conduits shall be provided between the DMS controller and equipment racks to the ITS field processor and cabinet interface panel as necessary for a neat and orderly installation of cables and connectors.

The DMS equipment, components, and housing shall be designed and constructed for ease of maintenance. A single technician shall be able to remove and replace any modular assembly under adverse conditions in under 15 minutes. All electronic subassemblies shall be accessible and easily replaced by using plug-in or connector-based subassemblies. Any required configuration jumpers shall be clearly marked.

DMS controller circuit breakers, fuses, switches, and indicators shall be readily visible inside the walk-in enclosure.

All assemblies and panels shall allow air circulation through the top and bottom, unless specifically called out otherwise. Assemblies shall be fabricated of 0.0625-inch-minimum-thickness aluminum or stainless-steel sheet. The metal surface shall be treated with clear chromate.

Software
The application software shall be supplied for local operation of the DMS controller, and it shall be NTCIP (current version) compliant. Provide a licensing agreement that facilitates unlimited use within CITY OF

DUBUQUE AND IOWA DOT or authorized maintenance contracts. Provide software with the following minimum capabilities:

1. Verify, set, and change the time on the internal clock.
2. Verify, enter, change, and delete dates and times for daylight savings time changes.
3. View, enter new, edit existing, and delete entries in the event schedule.
4. Verify, enter, modify, and delete password protection codes.
5. Diagnostic routines capable of testing full sign operation.

Display tests shall include but not be limited to the following:

1. All pixels on
2. All pixels off
3. All pixels on and off alternately
4. Sequence through each column.
5. Sequence through each row.
6. Sequence through the entire character set.
7. Display immediate messages on the DMS entered through the portable field control computer's keyboard.
8. Mimic both diagnostic and operator-generated messages sent to the DMS display on the portable field control computer's display in pixel matrix format identical to that of the sign being controlled.
9. Operator selection of dimming levels.

Exerciser
The manufacturer shall supply two compiled, latest versions of the FHWA, NTCIP exerciser with the manufacturer's MIB. One copy shall be sent prior to approval with a test application to mock sign interface to City of Dubuque, Traffic Management Center, and one to the contractor.

Dimming System
The DMS controller shall incorporate a means of changing the lighting level provided by the LEDs automatically in response to ambient lighting conditions at each sign location as detected by the photocell system, and remotely in response to commands received from the software. A light sensing system shall be used to detect lighting conditions between ranges of 2 to 20,000 lux. Provide photoelectric cells integral to the DMS. These devices shall direct the DMS controller to modify the intensity of the light produced by the pixel elements. Locate the photoelectric cells such that they are easily accessible for maintenance. Seal photoelectric cells using twist-lock- type receptacles or other approved receptacles suitable for this application. Two replaceable photocells shall be located on the DMS enclosure and positioned to sense the ambient light on the front and rear face of the DMS in such a manner to provide the information necessary to allow the controller to adjust the light levels of the DMS to maintain optimum visibility at sunrise, sunset, and other abnormal lighting conditions.

Provide all wiring and equipment necessary for the operation and interconnection of the photocell system and the light level output control circuit. Incorporate the light level output control circuit in the DMS controller. The circuit shall consist of solid state or other approved methods for control of the photoelectric system. The system shall provide a minimum of eight settings that are both locally and remotely settable.

Electrical End-Equipment
Contractor shall establish electric service accounts in CITY OF DUBUQUE AND IOWA DOT's name, as appropriate. Each DMS sign shall have a lighting panel mounted within the sign case.

Each circuit shall be over-current protected. Each circuit breaker shall be UL or ETL, or an approved

equal, switching duty type. The service personnel lighting and convenience receptacle outlets shall be provided with ground fault interrupters.

Power supplies shall operate from 120- or 240-volts-alternating-current power. The LED displays shall be operated at low internal DC voltage not exceeding 24 volts direct current. Power supplies shall be solid state electronic switching regulated output. The display shall be powered with two or more supplies wired in a redundant parallel configuration such that the supplies provide equal amounts of current to the display. When a power supply fails, the remaining supplies shall be capable of providing sufficient power to the sign display (20 milliampere to every LED on the line when the air around the power supply is at 60 degrees Celsius) and electronics.

Power supplies shall operate from -34 degrees Celsius to +74 degrees Celsius. Power supplies shall be short-circuit protected by DC power off and shall reset automatically after 5 seconds of AC power off. Power supplies shall also be protected by a minimum overload allowance of 105 percent and have an efficiency rating of at least 80 percent. The power supply shall be UL or ETL listed. Power supplies may be mounted either above or below the interior walkway of the housing. Units mounted above shall not encroach on the 2-foot-wide, 6-foot-high clear space above the walkway. Units placed beneath the walkway shall be mounted above the bottom surface of the housing with a chair bracket to provide protection against water damage.

All signs shall be unaffected by surges or transient voltages normally experienced on commercial and industrial power lines. Signs will be protected from surges and transient voltages by the incorporation of metal-oxide varistor (MOV) devices at the AC line circuit input utilization of a multi- section L-C filter ahead of the sign electronics power supply. Protection against abnormally low and high voltages will be provided by an electronic voltage detection circuit controlling the AC input power with a suitably selected contact relay.

An AC line monitor shall be provided to monitor the AC signal entering the sign. If three consecutive positive pulses are not detected, the AC line monitor will relay a signal to the DMS controller indicating power has failed. The DMS controller will then send a signal to the drivers to blank the sign or display the default message.

All signs shall be equipped with lightning protection, including electrical service and telephone service, as appropriate. Protection from lightning shall include gas discharge devices followed by zener diodes for data entry connections to the sign. Proper grounding of the sign housing shall be the responsibility of Contractor.

Mounting Hardware

Mounting hardware shall be supplied with the DMS. The mounting hardware shall include those devices shown on the Plans and all other appurtenant hardware, connectors, bolts, structural stiffening members, etc., necessary to attach the DMS to the structural supports.

17.1.12 Storage and Installation

Upon delivery to a storage location or to the site of installation, place the DMS in a manufacturer-approved manner, including supports that keep the sign off the ground and in a stable position. All proposed storage locations used for the DMS signs and DMS Controllers shall be submitted to CITY OF DUBUQUE AND IOWA DOT for review and approval. Equipment shall be inspected after it is delivered to the approved storage areas. Equipment moved from a storage facility to site or delivered directly to an on-site location shall be inspected by the Contractor. The Contractor shall develop an inspection checklist for each type of equipment and submit it to CITY OF DUBUQUE AND IOWA DOT for review and approval. Supply all mounting bracket and required hardware for the permanent mounting of the DMS. Supply bolts if the lifting eyebolts are removed from the DMS after installation, to plug and seal the holes to prevent water from entering the DMS housing. If the lifting bolts are to be removed, provide compatible lifting bolts to Department for possible future use.

17.1.13 DMS Testing and Acceptance Requirements

Conduct such tests as necessary to ensure each DMS meets the requirements and specifications. Submit a testing plan to CITY OF DUBUQUE AND IOWA DOT for review and approval at least thirty (30) days prior to the scheduled test date. CITY OF DUBUQUE AND IOWA DOT reserves the right to request changes to the test plans within the terms of this specification. CITY OF DUBUQUE AND IOWA DOT or Department Representative reserves the right to witness and verify, or to appoint a representative to witness, all product testing during manufacture of the DMS. If the FAT is performed at a location more than 100 miles from the Site, the Contractor shall reimburse travel costs for up to four Engineer or Department Representatives. Travel costs include:

- Airfare
- Car Rental
- Hotel
- Meals

Factory Acceptance Testing (FAT)

Submit a FAT Plan to CITY OF DUBUQUE AND IOWA DOT for review and approval at least thirty (30) days prior to the scheduled test date. CITY OF DUBUQUE AND IOWA DOT reserves the right to request changes to the test plans within the terms of this specification.

The FAT shall be conducted on a production model of the equipment being purchased, not on a prototype or mockup of the final product to be delivered.

Successful completion of the Factory Acceptance Test is required prior to finalizing procurement or shipping materials to the project site. Any procurement done prior to the successful completion of the FAT is done at the Contractor's risk.

The FAT shall be performed at the DMS vendor's manufacturing facility. FAT is required prior to shipping of any DMS and shall include the following, at a minimum:

Passage of the NEMA 250 Water Spray Test with no visible signs of water leakage through any of the sign housing seams.

Proof of the 48 hours of continuous operation of the FAT DMS at each of two test conditions: 25 degrees Fahrenheit (first test) and 125 degrees Fahrenheit (second test).

Functional tests including:

- All display functions, including graphics, sign message mockups (as shown herein), arbitrary sign messages and graphics, display special display features: flashing, multi-page messaging, sign blank out, etc.
- All scheduling functions
- Message memory capacity.
- Communications testing including:
- Exercise of all ports supplied.
- Successful NTCIP control over a network
- Diagnostic Exerciser Testing
- Power Range Testing
- Thermostat and humidistat Testing

Post-FAT testing, the Contractor shall furnish CITY OF DUBUQUE AND IOWA DOT with a full FAT Report indicating the pass/fail result of each test. The FAT Report shall include shop drawings, test configurations, serial numbers of the equipment tested, serial and calibration data for the test equipment used during the test, etc.

Post-FAT, CITY OF DUBUQUE AND IOWA DOT will audit and approve all burn-in test logs for each DMS prior to that DMS shipping from the factory.

The physical verification through inspection by CITY OF DUBUQUE AND IOWA DOT or their Representative that the DMS meets the special provision and the approved submittal and shop drawings.

Post-Delivery Testing and Operation
Prior to delivery of the DMS, the site shall have all lightning and surge suppression and grounding and bonding performed and accepted. Upon the delivery of each DMS to the location designated by CITY OF DUBUQUE AND IOWA DOT [determine if locations will be supplied in the RID] and as shown on the Plans, provide permanent power for demonstration of the DMS' functions in accordance with the requirements and specifications and for proof that the DMS has not been damaged during shipment. Maintain the DMS power feed from the day of delivery to Final Acceptance, thereby protecting the interior electronics within the DMS from environmental degradation.

Post-Delivery Test Plan
Develop and submit to CITY OF DUBUQUE AND IOWA DOT a DMS Post-Delivery Test Plan with the working drawings. The test plan shall demonstrate the complete functionality and integrity of the DMS after shipment and post- delivery. The plan will describe test procedures, detail the features being tested, and the detail the expected values that demonstrate DMS compliance.

Testing Schedule
All DMSs will be tested in accordance with the CITY OF DUBUQUE AND IOWA DOT-approved Post-Delivery Test Plan. Schedule and conduct the post-delivery tests at a time approved by CITY OF DUBUQUE AND IOWA DOT.

Reporting Requirements
Submit vendor and third-party reports verifying testing procedures, testing dates, and testing results to CITY OF DUBUQUE AND IOWA DOT. The report will document the comparison of test results to the specifications detailed herein. The report will clearly identify any failure to conform to the specifications.

Failure to conform to testing procedures will be considered a defect of the equipment and will thereby be subject to rejection by CITY OF DUBUQUE AND IOWA DOT. Rejected equipment may be offered again for a retest. The retest shall fully comply with the test procedure, and the DMS is retested by the vendor or third party. Evidence of conformance of the test shall be submitted to CITY OF DUBUQUE AND IOWA DOT.

Failure of any DMS to conform to the Design Documents, Construction Documents, or the PPA Documents will be considered a Defect, and the DMS is thereby subject to rejection by CITY OF DUBUQUE AND IOWA DOT. Rejected equipment may be offered again for a retest, provided that all nonconformances have been corrected and retested by the vendor and evidence thereof has been submitted to CITY OF DUBUQUE AND IOWA DOT.

Final FAT and product test reports showing complete compliance with specifications shall be submitted for review and comment by CITY OF DUBUQUE AND IOWA DOT before Contractor releases the DMS for shipment.

Conduct final inspection and acceptance of the DMS after:

1. Approval of the product testing report
2. Approval of the FAT report
3. Delivery of the DMS to a site designated by CITY OF DUBUQUE AND IOWA DOT
4. Proof and verification of the DMS continuous operation post-delivery
5. Approval of the reports documenting the results of the post-deliverytest

Maintenance Manual
The Contractor shall submit a complete DMS Maintenance Manual to CITY OF DUBUQUE AND IOWA DOT for review and approval. The approved Maintenance Manual shall include:

- DMS and DMS Controller Technical Manual

- DMS Preventative Maintenance Procedures
- DMS Troubleshooting Procedures
- DMS Repair and Replacement Procedures
- DMS Recommended Spares List
- DMS Components List
- DMS Schematics: internal wiring, external wiring
- As-Built Drawings

Warranty

The DMS device and all ancillary equipment shall be covered under full manufacture warranty for parts for two years after Final Acceptance. The mounting of a cellular antenna, radio antenna, and/or pole to the DMS shall not void this warranty. The manufacturer shall submit warranty information on company letterhead to CITY OF DUBUQUE AND IOWA DOT with the authorizing company representative's signature. Warranty information will include shipping and replacement part procedures that allow CITY OF DUBUQUE AND IOWA DOT to obtain a warranty replacement of defective parts in a timely manner. Standard warranties will be issued in CITY OF DUBUQUE AND IOWA DOT's name.

Supply a DMS factory-trained technician to observe and oversee the DMS and ACP installation process for each sign. The technician is to verify that the installation practices follow the DMS vendor's standard operating procedure and that DMS vendor's warranty was not in any way voided or limited during the installation.

Once accepted by CITY OF DUBUQUE AND IOWA DOT and upon Contractor's request, the DMS warranty will begin.

Warrant that:

1. All Work furnished pursuant to the contract documents will conform to all professional engineering principles generally accepted as standards of the industry in the state.
2. The DMS will be free of defects.
3. Materials and equipment furnished under the PPA Documents will be of good quality and, when installed, will be new.
4. The Work will meet all of the requirements of the PPA Documents.

The Design Documents and Construction Documents for the DMS devices and ancillary equipment selected and prepared for use during Construction Work are appropriate for their intended use.

The Contractor shall document all installation activities, including the quantity, brand, model/part numbers, and test results of all materials used. Provide an installer-signed list of the materials installed with the required documentation.

Method of Measurement

The DMS and DDMS will be measured for payment per the number of units furnished for each type mentioned in the bill of quantity and installed complete and in place and after passing component and subsystem testing. The DMS and DDMS sign, Structure and Controller to be billed separately. All ancillary items, electronics, assemblies, and different cables shall be included under the cost of the Sign and structure accordingly.

Basis of Payment

DMS and DDMS will be paid for at the contract unit price per each. The cost will include material supply, storage, testing, installation, commissioning, end to end testing and utility payment till the final acceptance test.

18. NETWORK EQUIPMENT

18.1 All items defined in these sections are considered mandatory and must be adhered to for this project. Both the network switch and cellular modem to be provided with copper patch panel with cable arrangement in the cabinet. The patch panel shall allow for patching at least Eight ports of copper interfaces.

18.2 Cellular 4G/5G Modem: Wireless 4G/5G Modems shall be installed in the sign controller cabinet at locations shown on the plans. The modem shall be configured with secure end to end connection to the City of Dubuque Control Center where all other communication equipment is connected. The contractor shall furnish the in-station gateway/router required to interface all the modem to the field interface switch at the City of Dubuque Traffic Management Cetner. The cellular modem at each site location shall offer a layer 2 interface at site location marked. The minimum number of ports shall be Four (4).

The contractor shall pay the operational cost and bills of the wireless modem connection until the final acceptance and handover to the City of Dubuque.

Method of Measurement

Cellular Modem will be measured for payment per the number of units furnished and installed complete and in place and after passing component and final acceptance testing.

Basis of Payment

Modems will be paid for at the contract unit price per each. The cost includes, setting up service, configuration of the modem, coordinating with City of Dubuque and IOWA DOT to establish end to end connectivity.

APPENDIX - B

Plan Set

STREETS
EDP-2100(706)--7Y-31

PREPARED BY

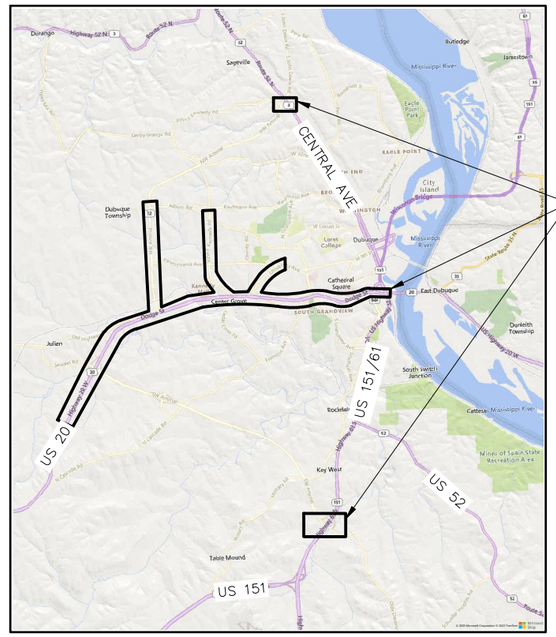
PARSONS
650 E. ALGONQUIN RD, SUITE 400
SCHAUMBURG, IL 60173
(847)-485-1054

ORIGIN DESIGN CO.
137 MAIN ST, SUITE 100
DUBUQUE, IA 52001
(563)556-2464

OWNER:
CITY OF DUBUQUE
50 W 13TH ST.
DUBUQUE, IA 52001
(563) 589-4100
PROPOSED USAGE:
TRAFFIC SIGNS FOR INTELLIGENT TRANSPORTATION SYSTEM
PROPOSED CONSTRUCTION SCHEDULE:
MARCH 2024
GOVERNING AUTHORITY:
CITY OF DUBUQUE &
IOWA DEPARTMENT OF TRANSPORTATION

PROJECT LOCATION

NORTH



UTILITIES

IT SHALL BE THE RESPONSIBILITY OF ANYONE MAKING USE OF THESE DOCUMENTS TO ASCERTAIN THE EXACT LOCATION, SIZE AND ELEVATION OF ALL UTILITIES THAT MAY BE PRESENT WITHIN THE CONSTRUCTION LIMITS. THE UTILITY PROVIDERS MAY OR MAY NOT EXIST AS SHOWN. ALSO, ADDITIONAL FACILITIES, OTHER THAN THOSE INDICATED, MAY BE PRESENT.

WATER

CITY OF DUBUQUE
WATER DIVISION
BRANT SCHUELLER
925 KERPER COURT
DUBUQUE, IOWA.
(563) 589-4305

SEWER

CITY OF DUBUQUE
ENGINEERING DIVISION
GUS PSIHOYOS
13TH & CENTRAL
DUBUQUE, IOWA.
(563) 589-4270

GAS

BLACK HILLS ENERGY
CASSIE HIATT
1015 CEDAR CROSS RD
DUBUQUE, IA. 52003
(563) 585-4026

ELECTRIC

ALLIANT ENERGY INC
TERRY J. DEMPEWOLF
8000 CHAVENELLE RD.
DUBUQUE, IOWA. 52002
(563) 587-4537

MAQUOKETA VALLEY RURAL ELECTRIC
NIK SCHULTE
109 N HUBER ST
ANAMOSA, IA 52205
(800) 927-6068

COMMUNICATIONS (FIBER, TELEPHONE, CABLE TV)

LUMEN TECHNOLOGIES
MINDI BURGETT
3908 UTICA RIDGE RD.
BETTENDORF, IA. 52722
(563) 355-2592
MINDI.BURGETT@LUMEN.COM

CENTRAL SCOTT TELEPHONE CO.
BRENT LINDLE
(563) 345-8800

MEDIACOM
TIM ORCUTT
3033 ASBURY RD.
DUBUQUE, IOWA.
(515) 249-5848

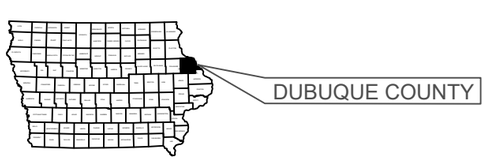
IMON COMMUNICATIONS
ENGINEERING GROUP
(319) 200-7740

WINDSTREAM COMMUNICATIONS
LOCATE DESK
(800) 289-1901

UNITE PRIVATE NETWORKS, LLC
JOE KILZER
(816) 425-3556

IOWA COMMUNICATIONS NETWORK
SHANNON MARLOW
(800) 572-3940

WISCONSIN INDEPENDENT NETWORK
MIKE FERM
(515) 493-6014



IOWA 811 ONE CALL SM
1 (800) 292 - 8989

SHEET INDEX	
SHEET #	SHEET TITLE
GENERAL	
G0.01	COVER SHEET
G0.02	FULL AREA OVERVIEW
G0.03	URBAN ROUTES OVERVIEW
G0.04	LEGENDS AND ABBREVIATIONS
G0.05	GENERAL NOTES
SIGNING DETAILS	
C9.02	SIGNING DETAILS
C9.03	SIGNING DETAILS
C9.04	SIGNING DETAILS
C9.05	SIGNING DETAILS
C9.06	HANDHOLE 2x2 FIBER BY PASS
C9.07	CABINET 2x3 HANDHOLE
EXHIBIT	
EX. 1	1600 JFK EASEMENT EXHIBIT
EX. 2	DMS/DDMS CONTROL CABINET TYPICAL
SIGN LOCATION & INSTALLATION PLANS	
C9.10	A-1
C9.11	A-2
C9.12	A-4 AND A-5
C9.13	A-6
C9.14	A-7
C9.30	C-2
C9.32	C-4
C9.33	C-6
C9.40	D-1
C9.41	D-2
C9.50	E-1
C9.60	F-1
C9.70	G-1
C9.71	G-2
C9.72	G-4
C9.73	G-5
C9.80	H-1
REF 1	12-IA0010-02
REF 2	1307-0153-500
REF 3	CONCEPT
REF 4	CONCEPT

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
G0.01	ANDREW JOHN GOEDKEN	CIVIL
G0.05	MARK PETERSON	CIVIL

LICENSED PROFESSIONAL ENGINEER
ANDREW JOHN GOEDKEN
24716
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

FOR ORIGIN DESIGN CO.

ANDREW JOHN GOEDKEN — DATE
PE 24716 — 12/31/2025
LICENSE # — RENEWAL DATE

PAGES OR SHEETS COVERED BY THIS CERTIFICATION:

SHEETS COVERED BY THIS CERTIFICATION: G0.01-G0.04

APPROVED

CITY OF DUBUQUE — DATE

origin design®
WORKING ON TOMORROW.
origindesign.com
800 556-4491
© Origin Design Co.

PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date

Project Number 21034
Issued For Bidding:
Project Manager JPN
Issued For Construction:

Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 Z2-00 G 01 COVER.DWG
6/9/2025 8:10 PM TANGKUAN, MARTINO [US-IAS]

Sheet Title
COVER SHEET

G0.01

A-1 (EB)
Proposed DMS on US 20 prior to interchange with SW Arterial
For incident reporting and rerouting to SW Art

A-2 (EB)
Downtown Via
US 20 ↑ XX
NW Arterial ← XX

A-3 (WB)
EX DMS @ US 20 & CATFISH CREEK
Possible use for incident reporting
(EXISTING SIGN)

A-4 (WB)
NW Arterial Via
US 20 ↑ XX
JF Kennedy Rd → XX

A-5 (EB)
Downtown Via
US 20 ↑ XX
University Ave ← XX

A-6 (WB)
NW Arterial Via
US 20 ↑ XX
University Ave → XX

A-7 (WB)
Proposed DMS on Julien Dubuque Bridge (US 20 bridge to Illinois)
For incident reporting

B-1 (EB)
← Downtown

B-2 (SB)
Ex DMS on US 61/151 North of Key West
Possible use for incident reporting
(EXISTING SIGN)

B-3 (SB)
Ex DMS on US 61/151 ON City Island
Possible use for incident reporting
(EXISTING SIGN)

C-1 (SB)
Ex DMS on NW Arterial South of Chavenelle Rd
Possible use for incident reporting
(EXISTING SIGN)

C-2 (NB)
Downtown Via
NW Arterial / Asbury Rd ↑ XX
Penn Ave → XX

C-4 (NB)
Downtown Via
NW Arterial / Central Ave XX
Asbury Rd XX

C-6 (NB)
Downtown →

D-1 (EB)
Downtown Via
Penn Ave ↑ XX
NW Arterial ← XX
NW Arterial → XX

E-1 (EB)
Downtown Via
Asbury Rd ↑ XX
NW Arterial ← XX
NW Arterial → XX

F-1 (NB)
NW Arterial Via
JF Kennedy Rd / Asbury Rd ↑ XX
Penn Ave ← XX

G-1 (WB)
← Downtown
NW Arterial →

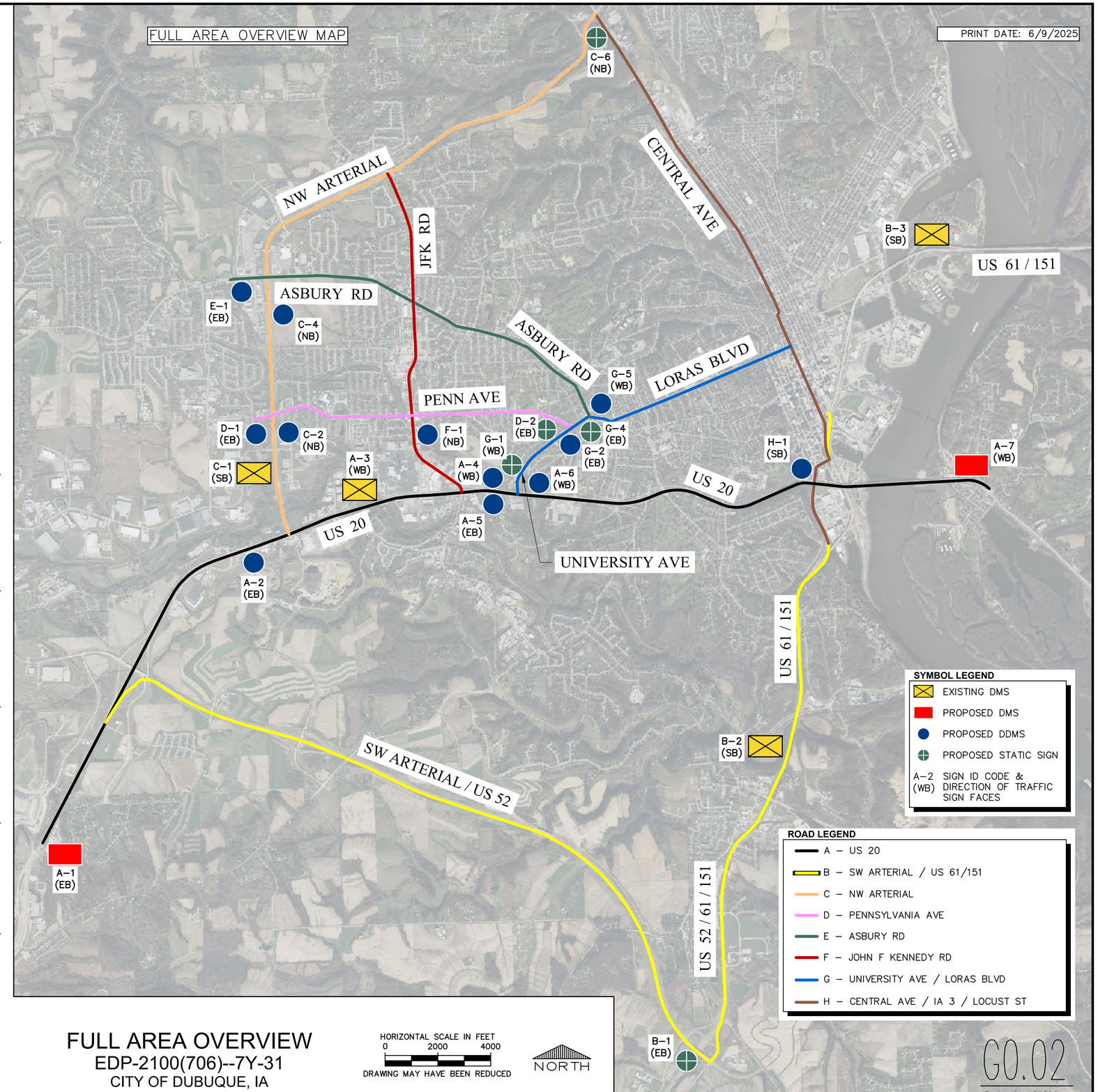
G-2 (EB)
NW Arterial Via
University Ave / Asbury Rd ↑ XX
Penn Ave ← XX

G-4 (EB)
← NW Arterial
Downtown →

G-5 (WB)
NW Arterial Via
Penn Ave ↖ XX
US 20 ↖ XX
Asbury Rd ↗ XX

H-1 (SB)
US 20 At US 52 Via
US 151 / US 52 ↑ XX
US 20 → XX

NOTE: SIGN LAYOUTS ARE CONCEPTUAL, DETAILED PLACEMENT OF SYMBOLS AND TEXT WILL BE REQUIRED



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PARSONS

FULL AREA OVERVIEW
EDP-2100(706)--7Y-31
CITY OF DUBUQUE, IA

HORIZONTAL SCALE IN FEET
0 2000 4000
DRAWING MAY HAVE BEEN REDUCED

NORTH

G0.02
Project No: 21034

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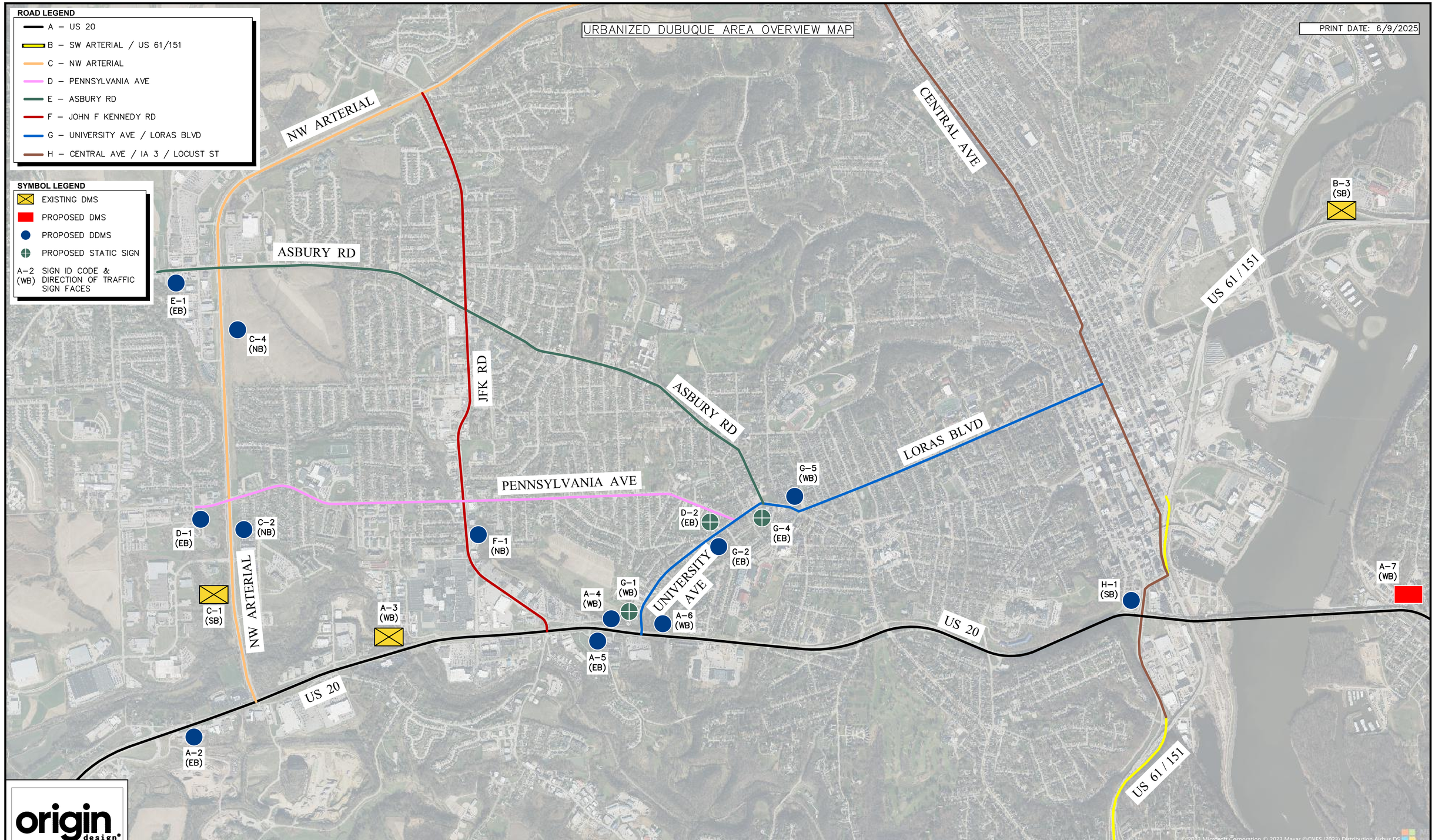

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PARSONS

URBAN ROUTES OVERVIEW

EDP-2100(706)--7Y-31

CITY OF DUBUQUE, IA

HORIZONTAL SCALE IN FEET
0 1000 2000
DRAWING MAY HAVE BEEN REDUCED

NORTH

G0.03

Project No: 21034

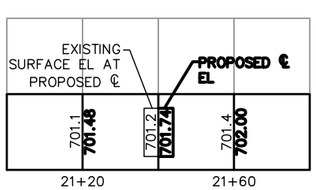
Z:\684141 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-00 G 02 ROUTES & SIGNAGE OVERVIEW.DWG 6/9/2025 6:54 PM HABIB, RAHIM [NN-US]

ABBREVIATIONS

Δ	CENTRAL ANGLE
A/C	AIR CONDITIONING(ER)
AC	ACRES
A.F.F.	ABOVE FINISHED FLOOR
AGG	AGGREGATE
AOH	ARROW ON HYDRANT
ARCH	ARCHITECTURAL
ASPH	ASPHALT
AVG	AVERAGE
B-B	B/C – B/C
B/C, BOC	BACK OF CURB
B/DITCH	BOTTOM OF DITCH
BFP	BACKFLOW PREVENTOR
B/L	BASE LINE
B/S	BOTTOM OF SLOPE
BLDG	BUILDING
B.M.	BENCH MARK
BOP	BEGINNING OF PROJECT
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
C&G	CURB AND GUTTER
CATV	CABLE TELEVISION
CB	CATCH BASIN
C-C	CENTER TO CENTER
CF	CUBIC FEET
CH	CHORD
CH BRG	CHORD BEARING
CIP	CAST IRON PIPE
C-I-P	CAST-IN-PLACE
CISP	CAST IRON SOIL PIPE
CJ	CONTROL JOINT
℄ OR CL	CENTERLINE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
COMP	COMPACTED
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COR	CORNER
CP	CONTROL POINT
CPE	CORRUGATED POLYETHYLENE PIPE
CRST	CRUSHED STONE
CSP	CORRUGATED STEEL PIPE
CTRD	CENTERED
CTR	CENTER
CULT	CULTIVATED
CV	CHECK VALVE
CY	CUBIC YARD
D	DEGREE OF CURVE
DIA (ø)	DIAMETER
DIP	DUCTILE IRON PIPE
DN	DOWN
DRWY	DRIVEWAY
DS	DOWNSPOUT
DWG(S)	DRAWING(S)
DWL(S)	DOWEL(S)
E	EAST
E'LY	EASTERLY
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EMBED	EMBEDMENT
ENGR	ENGINEER
ENTR	ENTRANCE
EOP	END OF PROJECT
EOR	END OF RADIUS
E/P	EDGE OF PAVEMENT
EQ	EQUAL
E/S	EDGE OF SHOULDER
ESMT	EASEMENT
EST	ESTIMATE
EX	EXISTING
EXC	EXCAVATE/EXCAVATION
EXP	EXPANSION
EXT	EXTERIOR
EXTD	EXTEND
EW	EACH WAY

FD	FLOOR DRAIN
FDN	FOUNDATION
F.E.	FIELD ENTRANCE
FES	FLARED END SECTION
F-F	FACE TO FACE
FFE	FINISH FLOOR ELEVATION
FG	FORM GRADE
FIN GR	FINISHED GRADE
FL	FLOWLINE
FLG	FLANGE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FT	FOOT/FEET
FTG	FOOTING
FUT	FUTURE
FV	FIELD VERIFY
G	GUTTER
GC	GENERAL CONTRACTOR
GALV	GALVANIZED
GND	GROUND
GRAN	GRANULAR
GRD	GRADE
GV	GATE VALVE
HMA	HOT MIX ASPHALT
HORIZ	HORIZONTAL
HPT	HIGH POINT
HSD	HEADLIGHT STOPPING DISTANCE
HYD	HYDRANT
ID	INSIDE DIA/INSIDE DIM
IE	INVERT ELEVATION
IMP	IMPROVEMENTS
IN	INCHES
INV	INVERT
IP	IRON PIPE
JB	JUNCTION BOX
JT	JOINT/JOINT LENGTH
K	RATE OF VERT CURVATURE
L	LENGTH OF CURVE
LAT	LATERAL
LF	LINEAL FOOT
LONG	LONGITUDINAL
LP	LIGHT POLE
LPT	LOW POINT
LT	LEFT
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MON	MONUMENT
MP	MILE POST
N	NORTH
N/A	NOT APPLICABLE
NE'LY	NORTHEASTERLY
N'LY	NORTHERLY
NO/#	NUMBER
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NW'LY	NORTHWESTERLY
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVE
PERF	PERFORATED
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
PM	PRINCIPAL MERIDIAN
POB	POINT OF BEGINNING
POC	POINT OF CURVE
POT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PRELIM	PRELIMINARY
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
QTY	QUANTITY

R	RADIUS
R&R	REMOVE & REPLACE
R&S	REMOVE & SALVAGE
RCB	REINFORCED CONCRETE BOX
RCAP	REINFORCED CONCRETE ARCH PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
REBAR	REINFORCING BAR
REF	REFERENCE
REINF	REINFORCING/REINFORCED
REV	REVISION
RIM	RIM ELEVATION
ROW	RIGHT OF WAY
RP	RADIUS POINT
RS	RESILIENT SEAT
RT	RIGHT
S	SOUTH
S=	SUPERELEVATION
SAN	SANITARY
SANS	SANITARY SEWER
SB	SOIL BORING
SCH	SCHEDULE
SD	SUB DRAIN
SEC	SECTION
SE'LY	SOUTHEASTERLY
SF	SQUARE FOOT
S.F.D.	STEP FOOTING DOWN
SHT	SHEET
SIG.	SIGNAL
SIM.	SIMILAR
S'LY	SOUTHERLY
SOG	SLAB ON GRADE
SPEC	SPECIFICATION
SS	STAINLESS STEEL
SSD	STOPPING SIGHT DISTANCE
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STM	STORM
STMS	STORM SEWER
SW'LY	SOUTHWESTERLY
SY	SQUARE YARD
T	TANGENT LENGTH
T/B	TOP OF BANK
T/DITCH	TOP OF DITCH
T/C, TC	TOP OF CURB
T/GRAV	TOP OF GRAVEL
T/WALL	TOP OF WALL
T/P, TP	TOP OF PAVEMENT
T/S	TOP OF SLOPE
T/SUB	TOP OF SUBGRADE
T/W, TW	TOP OF WALK
T/WM	TOP OF WATER MAIN
T & B	TOP AND BOTTOM
T.O.B.	TOP OF BEAM
T.O.B.L.	TOP OF BRICK LEDGE
T.O.C.	TOP OF CONCRETE
T.O.E.F.	TOP OF EXISTING FOOTING
T.O.F.	TOP OF FOOTING
T.O.M.	TOP OF MASONRY
T.O.P.	TOP OF PIER
T.O.S.	TOP OF STEEL
TCE	TEMP CONSTRUCTION EASEMENT
TEL	TELEPHONE
TEMP	TEMPORARY
THK	THICK / THICKNESS
TWP	TOWNSHIP
TYP	TYPICAL
U	UTILITY
UAC	USE AS CONSTRUCTED
UE	UTILITY EASEMENT
UL	UNDERWRITERS LABORATORIES, INC.
ULFM	UNDERWRITERS LABORATORIES FACTORY MUTUAL
UNO	UNLESS NOTED OTHERWISE
VAR	VARIES
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VER	VERIFY
VERT	VERTICAL
VOL	VOLUME
VPC	VERT POINT OF CURVE
VPI	VERT POINT OF INTERSECTION
VPT	VERT POINT OF TANGENCY
W	WEST
W/	WITH
W'LY	WESTERLY
WM	WATER MAIN
W/O	WITHOUT
W.P.	WORKING POINT
WD	WOOD
WSO	WATER SHUT OFF
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
YD	YARD



PROFILE LEGEND

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/ R.O.W.	
	EASEMENT	
	SECTION LINE	
	QUARTER SECTION LINE	
	QUARTER QUARTER SECTION LINE	
	CONDUIT	
	CENTERLINE	
D	STORM SEWER	D
SD	SUB DRAIN	SD
S	SANITARY SEWER	S
FM	FORCE MAIN	FM
W	WATER LINE	
G	GAS LINE	G
OHE	OVERHEAD ELECTRIC	OHE
E	UNDERGROUND ELECTRIC	E
OHT	OVERHEAD TELEPHONE	OHT
T	UNDERGROUND TELEPHONE	T
OHTV	OVERHEAD TELEVISION	OHTV
TV	UNDERGROUND TELEVISION	TV
FIB	FIBER OPTIC	FIB
X	WIRE FENCE	X
O	CHAINLINK FENCE	O
	WOOD FENCE	
000	CONTOUR LINE	000
	RAILROAD TRACKS	
	GUARD RAIL	
+ 0.00	SPOT ELEVATION	+ 0.00
	DIRECTION OF FLOW	
	TREE LINE	

UTILITY LINES WITH DESIGNATORS WRAPPED IN PARENTHESIS SUCH AS (W) or (G) ARE LOCATED BASED ON MAP OR GIS DATA

EXISTING		PROPOSED
	CATCH BASIN	
	AREA INTAKE	
	STORM MANHOLE	
	SANITARY MANHOLE	
	UTILITY MANHOLE	
	WATER VALVE MANHOLE	
	CONTROL CABINET	
	HANDHOLE	
	FIRE HYDRANT	
	WATER SHUT OFF	
WV	WATER VALVE	
YH	YARD HYDRANT	
GV	GAS VALVE	GV
	SIGN	
	DMS	
	DDMS	
	STATIC SIGN	
	UTILITY POLE	
	UTILITY POLE WITH LIGHT	
	TRAFFIC SIGNAL POLE	
	GUY ANCHOR	
	LIGHT POLE	
	UTILITY PEDESTAL	
	BOLLARD	
	SOIL BORING	
PIV	POST INDICATOR VALVE	
	DECIDUOUS TREE W/ TRUNK DIA.	
	CONIFEROUS TREE W/ TRUNK DIA.	
	SHRUB OR BUSH	

EROSION CONTROL LEGEND

TEMPORARY	TEMPORARY	PERMANENT	PERMANENT
SF — SILT FENCE (STRAW WATTLES, FILTER SOCKS & SILT FENCE ARE GENERALLY INTERCHANGEABLE)	ST — SEDIMENT TRAP	PS — SEEDING	PD — PERMANENT DIVERSION
PC — PERIMETER CONTROL	IP — INLET PROTECTION	S — SODDING	LEVEL SPREADER
CW — CONCRETE WASHOUT	ROLLED EROSION CONTROL PRODUCT (RECP) PER PLAN	SFL — SEED, FERTILIZER & MULCH	V — VEGETATIVE STREAMBANK STABILIZATION
CE — CONSTRUCTION ENTRANCE	T — STREAM CROSSING	OP — OUTLET PROTECTION	S — STRUCTURAL STREAMBANK STABILIZATION
TM — MULCHING	CRS — CONSTRUCTION ROAD STABILIZATION	RS — REVETMENT SLOPE PROTECTION	RR — RIP RAP LINED CHANNEL
TS — SEEDING	TD — TEMPORARY DIVERSION	SOD DROP INLET PROTECTION	GL — GRASS LINED CHANNEL (_____) MATERIAL REQUIRED
CB — COMPOST BLANKET	LEVEL SPREADER	CD — CHECK DAM	
RD — DITCH CHECK (ROCK DAM)	DC — DUST CONTROL	SC — STONE CHECK	
		SB — SEDIMENT BASIN	
		SURFACE ROUGHENING	
		TURF REINFORCEMENT MAT (TRM)	
		SD — SLOPE DRAIN	

SURVEY

- ■ FOUND REBAR
- ● FOUND IRON PIPE
- ○ SET REBAR

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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS PROJECT

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date

Project Number: 21034
Project Manager: JPN
Issued For Bidding:
Issued For Construction:
Z:\URBAN\DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 Z2-00 0 01 COVER.DWG
2/26/2026 6:24 PM TANGKAN, MARTINO [US-IS]

Sheet Title
LEGENDS AND ABBREVIATIONS

G0.04

105-4
10-18-11

STANDARD ROAD PLANS

The following Standard Road Plans apply to construction work on this project.

Number	Date	Title
LI-103	04-19-22	CONDUIT AND PRECAST HANDHOLES
SI-101	04-19-16	LOCATIONS - TYPE 'A' SIGNS
SI-102	04-19-16	LOCATIONS - TYPE 'B' SIGNS
TC-1	10-15-19	WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULTI-LANE)
TC-402	04-18-23	WORK WITHIN 15 FT OF TRAVELED WAY
TC-418	04-18-23	LANE CLOSURE ON DIVIDED HIGHWAY

105-4
10-18-11

EXISTING DMS ASBUILT

The following Asbuilt drawings for the same DMS signs are appended for reference.

Number	Drawing Number	Title
1.	12S-IA0010-02	IOWA DOT LED VMS SYSTEM
2.	1307-0153-500	BRACKET INSTALL 3LINE 18" 55 WIDE LLF LED, 5" HORIZONTAL & 3" VERTICAL Z
3 & 4.	CONCEPT	SIDE ACCESS LATCH SYSTEM, SYSTEM FUNCTION, PRELIMINARY CONCEPT SKETCH

LICENSED PROFESSIONAL ENGINEER
MARK W. PETERSON
18899
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

FOR PARSONS.

MARK W. PETERSON — DATE
PE 18899 — 12/31/2025
LICENSE # — RENEWAL DATE

PAGES OR SHEETS COVERED BY THIS CERTIFICATION:
G0.05, C9.02–C9.05, EX.1–EX.2, C9.10–C9.80

190-01
10-15-13

SIGN SUPPORT STRUCTURES

The following Structure Standards apply to the construction work on this project.

Number	Date	Title
RDMS-01-13	12-21	INDEX AND NOTES FOR D.M.S. SIGN SUPPORT
RDMS-02-13	03-19	SUPPORT FRAME DETAILS
RDMS-03-13	03-19	WORK PLATFORM DETAILS
RDMS-04-13	04-20	SUPPORT POST BASE DETAILS
RDMS-05-13	03-19	FOOTING DETAILS
RDMS-06-13	03-19	ROTATIONAL VIEW

GENERAL NOTES

1. RIGHT OF WAY LIMITS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ACTUAL RIGHT OF WAY BEFORE INSTALLING ANY EQUIPMENT OR CONDUIT.
2. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO THE INITIATION OF CONSTRUCTION AT EACH SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ANY CONFLICTS WITH EXISTING UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO FINALIZE THE LOCATION OF EACH SIGN AND CABINET PRIOR TO INSTALLATION.
3. THE PLANS DEPICT CONDUIT ROUTING IN SCHEMATIC FORM ONLY. THE CONTRACTOR SHALL DETERMINE FINAL ROUTING BASED ON ACTUAL FIELD CONDITIONS PRIOR TO CONSTRUCTION AT EACH SITE.
4. PROPOSED EQUIPMENT AND CONDUIT LOCATIONS ARE APPROXIMATE AND MAY BE MODIFIED TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS.
5. ALL WORK SHALL INCLUDE THE RESTORATION OF DISTURBED AREAS, INCLUDING LANDSCAPED AREAS AND SIDEWALKS. ALL GRADING WORK SHALL PROVIDE POSITIVE DRAINAGE.
6. ANY EXISTING CONDUIT OR EQUIPMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. JACKETED 0.10" THIN SOLID BLUE LOCATOR WIRE SHALL BE INSTALLED IN ALL NON–METALLIC CONDUIT AND SHALL BE BONDED TO GROUND RODS IN EACH HANDHOLE OR CABINET.
8. ALL CABINETS SHALL BE GROUNDED USING AWG #6 GROUNDING CONDUCTOR, AND GROUND ROD(S) DRIVEN TO ACHIEVE A RESISTANCE OF 5 OHMS. GROUNDING SYSTEMS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE.
9. POSTMOUNT CABINET SHALL BE SUPPLIED AND INSTALLED AT ALL SIGNS AT THE BACK OF THE SIGN STRUCTURE. THE CONTRACTOR SHALL SUBMIT THE PRODUCT SHEET AND DIMENSION TO ENSURE THE SIGN CONTROLLER ALONG WITH THE NETWORK DEVICES CAN EASILY FIT IN THE CABINET WITHOUT CAUSING INTERNAL HEATING. THE CONTRACTOR SHALL SUBMIT FINAL LOCATION TO THE CITY TEAM FOR APPROVAL.
10. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TEAM FOR THE EXISTING FIBER DETAILS AND TO IDENTIFY AND LOCATE THE FIBER CABLES WHERE SPLICING IS REQUIRED OR TERMINATION OF NEW FIBER AT THE EXISTING CABINET OR FIBER JUNCTION IS REQUIRED. NO SPLICING SHALL BE DONE WITHOUT PRIOR CONFIRMATION AND APPROVAL OF THE CITY TEAM.
11. ALL LEGENDS ARE NOT TO SCALE. THE CONTRACTOR TO PERFORM ON SITE SURVEY AND MARKING BEFORE THE CONSTRUCTION.
12. IN ALL AREAS WHERE NEW CONDUIT CONSTRUCTION IS PROPOSED, THE CONTRACTOR TO VERIFY ON SITE THE PROPOSED CONDUIT PATH FOR POSSIBLE CONFLICTS AND PERFORM NECESSARY RE–ADJUSTMENT TO THE ROUTE. FINAL CONDUIT PATH TO BE APPROVED BY THE CITY TEAM.
13. THE CONTRACTOR SHALL PERFORM NECESSARY CLEANING AND OPENING OF THE EXISTING CONDUIT AND HANDHOLE, WHERE THE NEW FIBER OR ELECTRICAL CABLE IS PROPOSED TO BE INSTALLED.
14. AT SIGN LOCATIONS WHERE WIRELESS CELLULAR MODEMS ARE PROPOSED, THE CONTRACTOR SHALL PERFORM SITE ASSESSMENT FOR SIGNAL STRENGTH AND SUBMIT PROPOSAL FOR RECOMMENDED CELLULAR OPERATOR. THE CONTRACTOR SHALL BEAR THE SUBSCRIPTION COST TILL THE FINAL ACCEPTANCE AND HANDOVER OF THE SITE.
15. THE CONTRACTOR SHALL CONFIRM WITH THE CITY TEAM ON THE RE–LOCATION OF EXISTING SIGNS THAT ARE MARKED ON THE DRAWINGS. THE CONTRACTOR SHALL DISASSEMBLE AND RE–INSTALL THESE SIGN AS PER THE LOCATIONS ADVISED BY THE CITY TEAM.
16. DMS SIGN A–1 AND A–7 WILL BE PROVIDED BY THE IOWA DOT. DMS DETAILED DRAWINGS FROM EXISTING INSTALLATION OF THE SAME SIGN ARE INCLUDED FOR THE CONTRACTOR INFORMATION. THE CONTRACTOR TO COMPLETE ITS INSTALLATION AND COMMISSIONING AND PROVIDE THE DMS STRUCTURE AS PER THE IOWA DOT DMS STANDARD. REFER TO IOWA DOT STANDARD DESIGN ROADSIDE DYNAMIC MESSAGE SIGN (DMS) SUPPORT FROM DRAWING RDMS 01–13 TO RDMS 06–13
17. FOR SIGNS PROPOSED ON ROADS WITH SPEED > 35 MPH REFERRED AS LARGE ON THE PLANS, USE (2) 4"MASSH–400 VERTICAL NESTED PERFORATED SQUARE STEEL TUBE POST AND (2) 18"X48"CIP CONCRETE BASES. THE CONTRACTOR MAY PROPOSE ALTERNATIVE BASED ON THE STRUCTURE AND SIGN SIZE CALCUATION ACCORDING TO THE IOWA DOT STANDARD.
18. FOR SIGNS PROPOSED ON ROADS WITH SPEED <= 35 MPH REFERRED AS SMALL ON THE PLANS, USE (1) 4"MASSH–400 VERTICAL NESTED PERFORATED SQUARE STEEL TUBE POST AND (1) 18"X48"CIP CONCRETE BASES. THE CONTRACTOR MAY PROPOSE ALTERNATIVE BASED ON THE STRUCTURE AND SIGN SIZE CALCUATION ACCORDING TO THE IOWA DOT STANDARD.
19. REFER TO TABLE–1 FOR THE FIELD COORDINATES CAPTURED AT THE PROPOSED SIGN LOCATIONS ON US HIGHWAYS. PLEASE BE ADVISED THAT MILEPOST AND ROADWAY OFFSET INFORMATION IS APPROXIMATE AND INTENDED FOR PERMITTING PURPOSES ONLY. CONSTRUCTION LOCATIONS SHALL BE DETERMINED BASED ON THE NORTHING AND EASTING COORDINATES CAPTURED IN THE FIELD. THESE COORDINATES ARE PROVIDED IN THE IOWA STATE PLANE COORDINATE SYSTEM (NAD 83) AND MUST BE CLEARLY NOTED IN THE CONSTRUCTION PLANS.
20. UNDERGROUND UTILITY INSTALLATION SHALL MAINTAIN A MINIMUM 5' (FOOT) HORIZONTAL SEPARATION FROM THE EDGE OF PAVEMENT. CONTRACTOR TO VERIFY COMPLIANCE PRIOR TO INSTALLATION.
21. DMS CONTROL EQUIPMENT & WIRELESS MODEM TO BE HOUSED IN SIGN ENCLOSURE . IF SEPARATE CABINET REQUIRED, USE POST MOUNT TYPE DMS/DDMS CONTROL CABINET INSTALLED AT REAR OF SIGN. CABINET MUST INCLUDE MOUNTING ACCESSORIES FOR INSTALLATION ON SIGN STRUCTURE.

SIGN LOCATION	HIGHWAY	MILEPOST	DIRECTION	OFFSET FROM OUTSIDE LANE	EASTING	NORTHING
A-1	US-20	312.81	EB	55'	5656535.640	3641421.805
A-2	US-20	315.53	EB	35'	5664284.498	3652616.000
A-4	US-20	317.45	WB	30'	5674035.001	3654868.684
A-5	US-20	317.32	EB	48'	5673447.106	3654777.771
A-6	US-20	317.63	WB	15'	5674997.768	3654757.697
H-1	946 / Locust St.	N/A	SB/WB	13.5 (B/C)	5685673.445	3655634.903

TABLE-1: PROPOSED SIGN COORDINATES ON US HIGHWAYS

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Client Name
CITY OF DUBUQUE

Project Name
STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes 17 to 21 and Table-1 Added.	10-24-24

Project Number 21034 Issued For Bidding: .
Project Manager JPN Issued For Construction: .
Z:\DBU414 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\MPP CERT BLOCK.DWG
4/17/2025 3:24 PM TANGKAR, MARTINO [US-LS]

Sheet Title
GENERAL NOTES

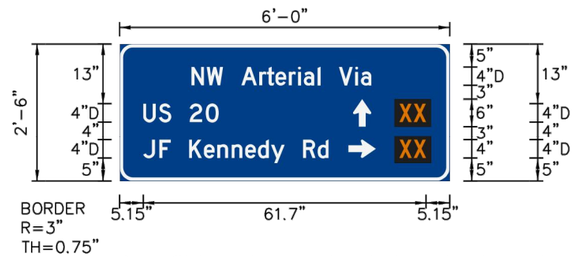
G0.05

SIGN DETAIL

1:40

NOTE:

FOR REFERENCE ONLY. CALCULATIONS ARE PRELIMINARY, AND THE CONTRACTOR SHALL PRODUCE DETAILED SHOP DRAWINGS WHERE THE ACTUAL CHARACTER WIDTH AND HEIGHT MAY VARY TO SOME EXTENT BASED ON THE SIGN SIZE AND OTHER FIXED CHARACTERS.



Panel Style: guide_con_travel_time_sign_iowa.ssi
M.U.T.C.D.:: 2009 Edition

SIGN NUMBER	TT Panel (Less than 40MPH)
WIDTH x HGHT.	6'–0" x 2'–6"
BORDER WIDTH	0.75"
CORNER RADIUS	3"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective
	COLOR: Blue
LEGEND/BORDER	TYPE: Reflective
	COLOR: White/Orange/White

SYMBOL	ROT	X	Y	WID	HT
AR_Type D	0	50.9	12	4	6
AR_Type D	270	49.9	5	4	6

Panel Style: guide_con_travel_time_sign_iowa.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																					LENGTH	SERIES/SIZE
N	W		A	r	t	e	r	i	a	l		V	i	a								D 2000
15.7	19	22.6	26.6	30.5	32.1	34	36.9	38.9	40.2	43.2	43.8	47.8	51.4	52.6							39.2	4/3
U	S		2	0																		D 2000
5.1	8.5	11.3	15.3	18.8																	16.5	4
X	X																					D 2000
61	64.1																				5.8	4
J	F		K	e	n	n	e	d	y		R	d										D 2000
5.1	8.7	11.1	15.1	18.4	21.3	24.4	27.4	30.1	33	36	40	43.2									40.4	4/3
X	X																					D 2000
61	64.1																				5.8	4

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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
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Project Number: 21034
Project Manager: JPN
Issued For Bidding:
Issued For Construction:

Z:\049414 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\7Y31X ZZ-09 C 02 TRAVEL TIME PANEL 1 - 4 IN LETTER SIZE.DWG
2/26/2025 6:35 PM YANOVAR, MARTINO [US-IS]

Sheet Title
SIGNING DETAILS

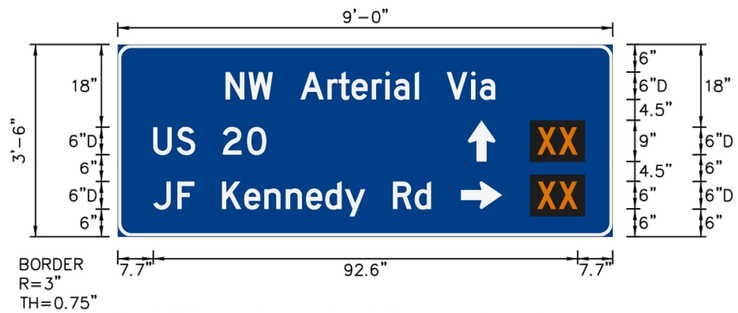
C9.02

SIGN DETAIL

1:40

NOTE:

FOR REFERENCE ONLY. CALCULATIONS ARE PRELIMINARY, AND THE CONTRACTOR SHALL PRODUCE DETAILED SHOP DRAWINGS WHERE THE ACTUAL CHARACTER WIDTH AND HEIGHT MAY VARY TO SOME EXTENT BASED ON THE SIGN SIZE AND OTHER FIXED CHARACTERS.



Panel Style: guide_con_travel_time_sign_iowa.ssi
M.U.T.C.D.:: 2009 Edition

SIGN NUMBER	TT Panel – 40 MPH
WIDTH x HGHT.	9'–0" x 3'–6"
BORDER WIDTH	0.75"
CORNER RADIUS	3"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective
	COLOR: Blue
LEGEND/BORDER	TYPE: Reflective
	COLOR: White/Orange/White

SYMBOL	ROT	X	Y	WID	HT
AR_Type D	0	76.4	16.5	6	9
AR_Type D	270	74.9	6	6	9

Panel Style: guide_con_travel_time_sign_iowa.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																					LENGTH	SERIES/SIZE
N	W		A	r	t	e	r	i	a	l		V	i	a								D 2000
23.5	28.5	33.8	39.8	45.7	48.2	51	55.4	58.4	60.2	64.8	65.8	71.8	77.1	79							58.9	6/4.5
U	S		2	0																		D 2000
7.7	12.8	16.9	22.9	28.2																	24.7	6
X	X																					D 2000
91.5	96.2																				8.8	6
J	F		K	e	n	n	e	d	y		R	d										D 2000
7.7	13	16.7	22.7	27.6	32	36.6	41.1	45.2	49.5	54	60	64.8									60.7	6/4.5
X	X																					D 2000
91.5	96.2																				8.8	6

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Client Name
CITY OF DUBUQUE

Project Name
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EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
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Project Number: 21034
Project Manager: JPN
Issued For Bidding:
Issued For Construction:

Z:\58644 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-09 C 03 TRAVEL TIME PANEL 1 - 6 IN LETTER SIZE.DWG
2/26/2025 6:34 PM YANGXAN, MARTINO [US-IS]

Sheet Title

SIGNING DETAILS

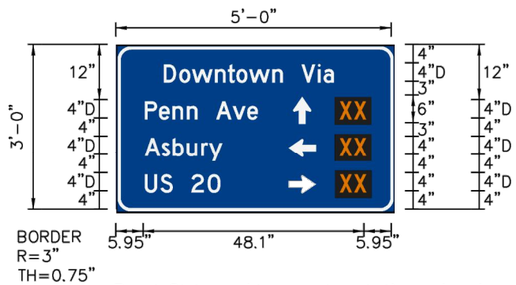
C9.03

SIGN DETAIL

1:40

NOTE:

FOR REFERENCE ONLY. CALCULATIONS ARE PRELIMINARY, AND THE CONTRACTOR SHALL PRODUCE DETAILED SHOP DRAWINGS WHERE THE ACTUAL CHARACTER WIDTH AND HEIGHT MAY VARY TO SOME EXTENT BASED ON THE SIGN SIZE AND OTHER FIXED CHARACTERS.



Panel Style: guide_con_travel_time_sign_iowa.ssi
M.U.T.C.D.:: 2009 Edition

SIGN NUMBER	Travel Time – 4" Letter Size	
WIDTH x HGHT.	5'–0" x 3'–0"	
BORDER WIDTH	0.75"	
CORNER RADIUS	3"	
MOUNTING	Overhead	
BACKGROUND	TYPE:	Reflective
	COLOR:	Blue
LEGEND/BORDER	TYPE:	Reflective
	COLOR:	Orange/White/White

SYMBOL	ROT	X	Y	WID	HT
AR_Type D	0	38.1	19	4	6
AR_Type D	270	37.1	12	4	6
AR_Type D	90	37.1	4	4	6

Panel Style: guide_con_travel_time_sign_iowa.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																					LENGTH	SERIES/SIZE
D	O	W	N	T	O	W	N		V	I	A											D 2000
10	13.6	16.9	21.1	24.4	27.4	30.8	34.9	37.6	41.6	45.3	46.5										39.9	4
P	E	N	N		A	V	E															D 2000
5.9	9.2	12.4	16.1	18.8	22.8	26.4	30.1														26.6	4
X	X																					D 2000
48.2	51.3																				5.8	4
U	S		2	0																		D 2000
5.9	9.3	12	16	19.6																	16.5	4
X	X																					D 2000
48.2	51.3																				5.8	4
A	S	B	U	R	Y																	D 2000
5.9	9.6	13	16.4	20.1	23.2																20.7	4
X	X																					D 2000
48.2	51.4																				5.8	4

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Client Name
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Location / Description
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Revisions

Rev	Description	Date

Project Number 21034
Project Manager JPN
Issued For Bidding:
Issued For Construction:

Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 Z7-09 C 04 SIGN LAYOUT TYPE-1.DWG
2/26/2025 8:45 AM TANDRAK, MARTINO [US-IS]

Sheet Title
SIGNING DETAILS

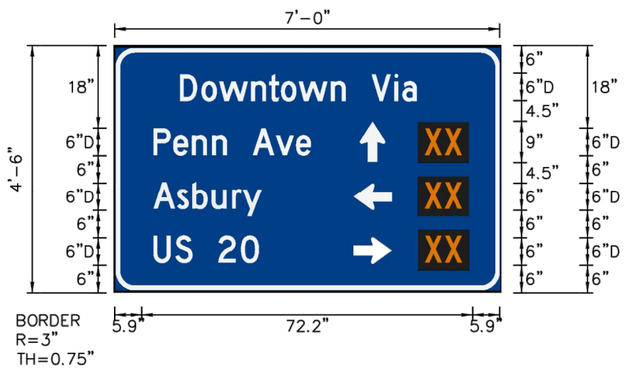
C9.04

SIGN DETAIL

1:40

NOTE:

FOR REFERENCE ONLY. CALCULATIONS ARE PRELIMINARY, AND THE CONTRACTOR SHALL PRODUCE DETAILED SHOP DRAWINGS WHERE THE ACTUAL CHARACTER WIDTH AND HEIGHT MAY VARY TO SOME EXTENT BASED ON THE SIGN SIZE AND OTHER FIXED CHARACTERS.



Panel Style: guide_con_travel_time_sign_iowa.ssi
M.U.T.C.D.:: 2009 Edition

SIGN NUMBER	Travel Time – 6" Letter Size
WIDTH x HGHT.	7'–0" x 4'–6"
BORDER WIDTH	0.75"
CORNER RADIUS	3"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective
	COLOR: Blue
LEGEND/BORDER	TYPE: Reflective
	COLOR: Orange/White/White

SYMBOL	ROT	X	Y	WID	HT
AR_Type D	0	54.1	28.5	6	9
AR_Type D	270	52.7	18	6	9
AR_Type D	90	52.7	6	6	9

Panel Style: guide_con_travel_time_sign_iowa.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)

																					LENGTH	SERIES/SIZE
D	O	W	N	T	O	W	N		V	I	A											D 2000
12.1	17.4	22.4	28.6	33.6	38.1	43.2	49.4	53.5	59.5	64.9	66.8										59.8	6
P	E	N	N		A	V	E															D 2000
5.9	10.9	15.6	21.1	25.2	31.2	36.7	42.1														40	6
X	X																					D 2000
69.3	74																				8.8	6
U	S		2	0																		D 2000
5.9	11	15.1	21.1	26.3																	24.7	6
X	X																					D 2000
69.3	74																				8.8	6
A	S	B	U	R	Y																	D 2000
5.9	11.5	16.6	21.7	27.2	31.7																31	6
X	X																					D 2000
69.4	74																				8.8	6

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Client Name
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EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date

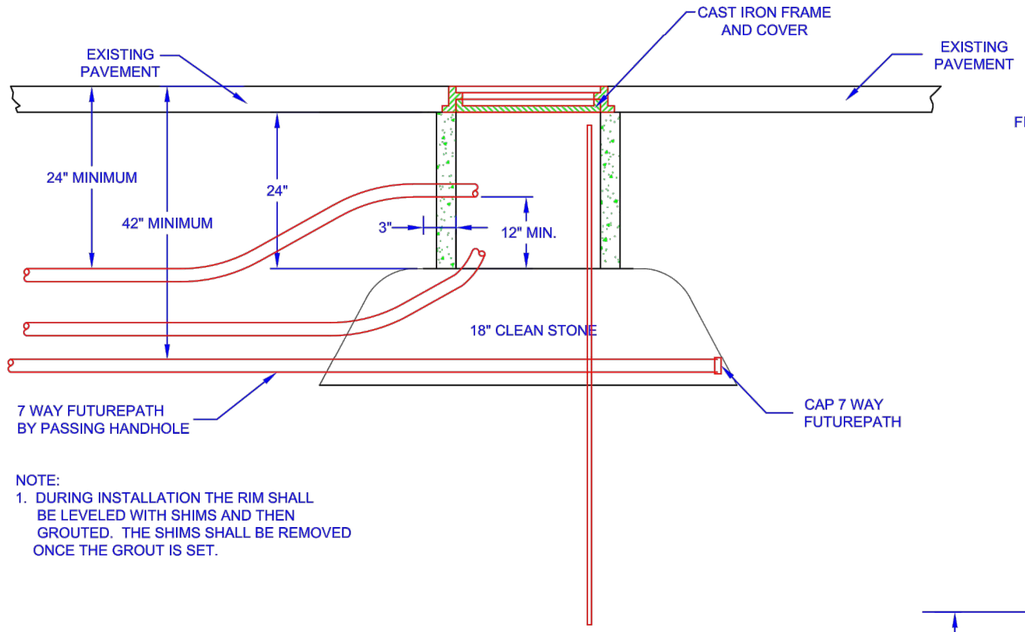
Project Number 21034
Issued For Bidding:
Project Manager: JPN
Issued For Construction:

Z:\68444 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PLANSSHEETS\21034 ZZ-09 C 05 SIGN LAYOUT TYPE-2.DWG
2/26/2025 6:37 PM TANDVAR, MARTINO [US-IS]

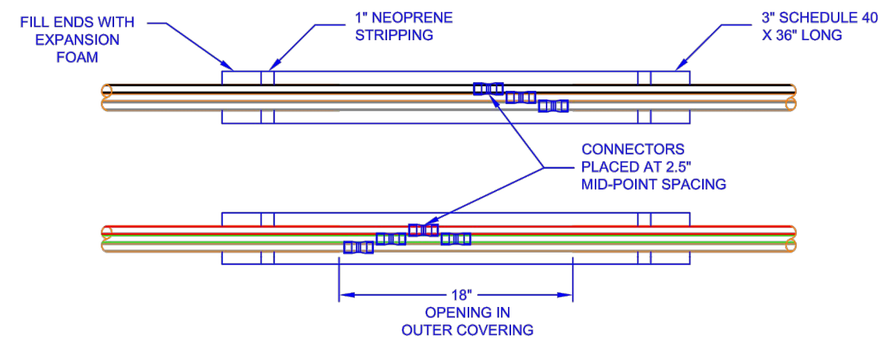
Sheet Title

SIGNING DETAILS

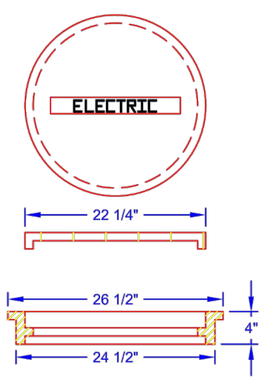
C9.05



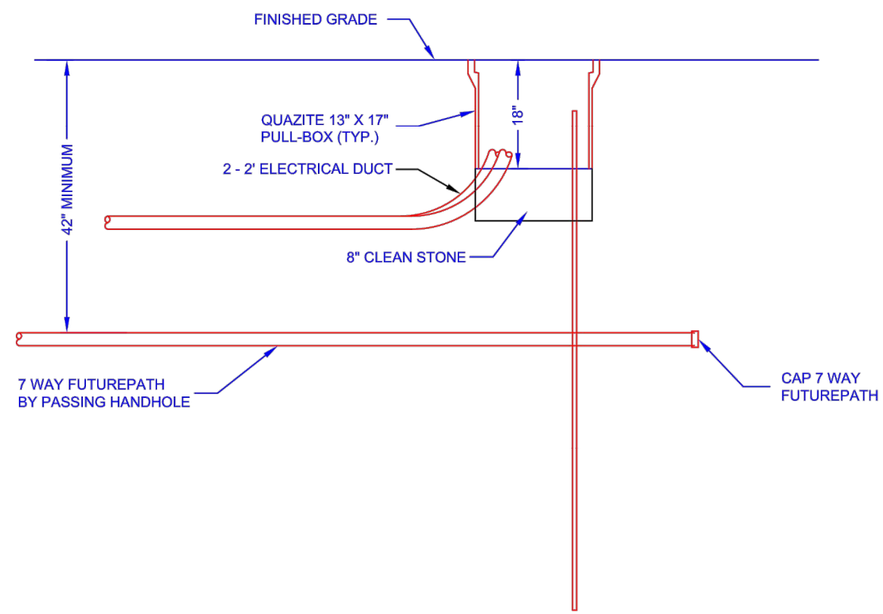
NOTE:
1. DURING INSTALLATION THE RIM SHALL BE LEVELED WITH SHIMS AND THEN GROUTED. THE SHIMS SHALL BE REMOVED ONCE THE GROUT IS SET.



SPLICING 7-WAY FUTURE PATH



NOTE:
1. THE CASTING SHALL BE NEENAH 5900-E OR APPROVED EQUAL WITH THE WORD "ELECTRIC" CAST INTO THE LID.



F:\TRAFFIC\STANDARD_DETAILS\HANDHOLES\DWG\2014\HH-24-24.DWG

DESIGN TEAM: HRM -- DN	CITY OF DUBUQUE - ENGINEERING DEPT.	DUBUQUE COUNTY	PROJECT No:	FUTURPATH	SHEET:	REV.

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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date

Project Number 21034 Issued For Bidding:
Project Manager JPN Issued For Construction:

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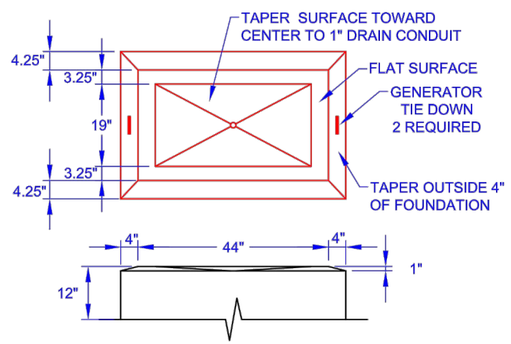
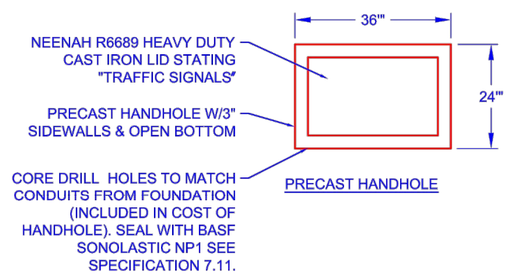
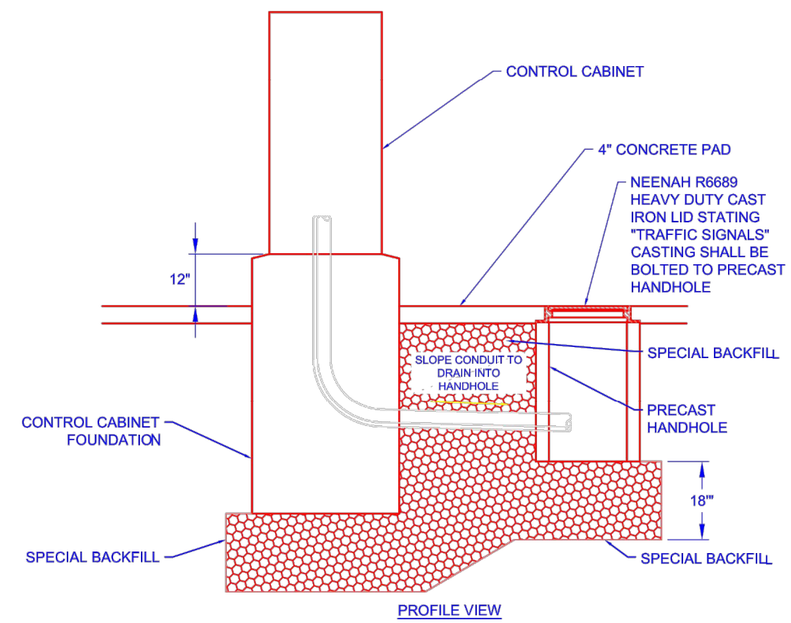
2/26/2020 6:42 PM TANGKAR, MARTINO [US-LS]

Sheet Title
SIGNING DETAILS

C9.06







F:\TRAFFIC\STANDARD_DETAILS\TRAFFIC\CABINET\DWG\2014\TP_CABINET_FOUNDATION.DWG

DESIGN TEAM: DAN -- NMS	CITY OF DUBUQUE - ENGINEERING DEPT	DUBUQUE COUNTY	PROJECT NUMBER: 300	ROADWAY TP CABINET & FOUNDATION -	SHEET:	B.01

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Client Name
CITY OF DUBUQUE

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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
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Project Number 21034 Issued For Bidding: .
Project Manager JPN Issued For Construction: .

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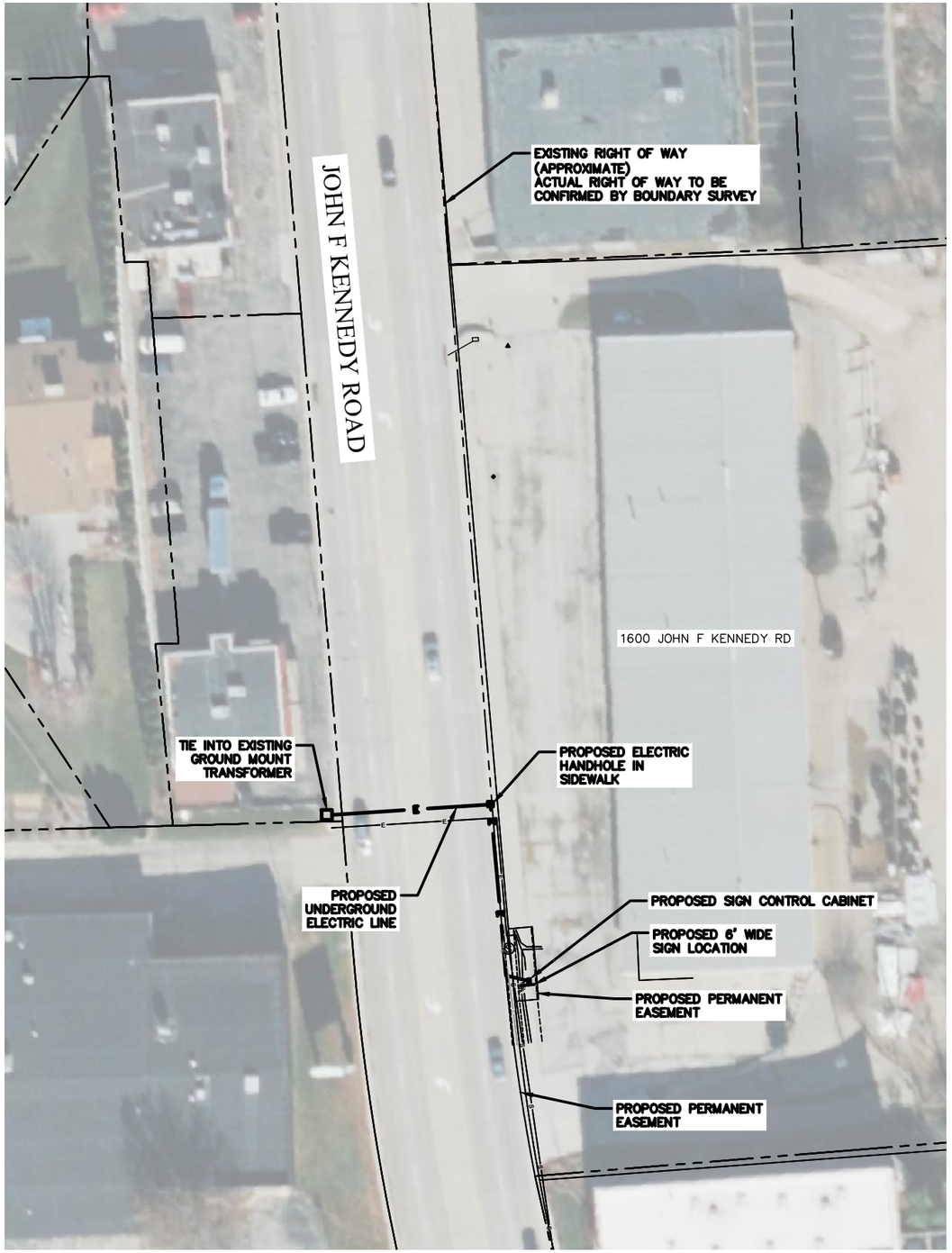
2/26/2020 6:52 PM TANGKAR, MARTINO [US-LS]

Sheet Title
SIGNING DETAILS

C9.07

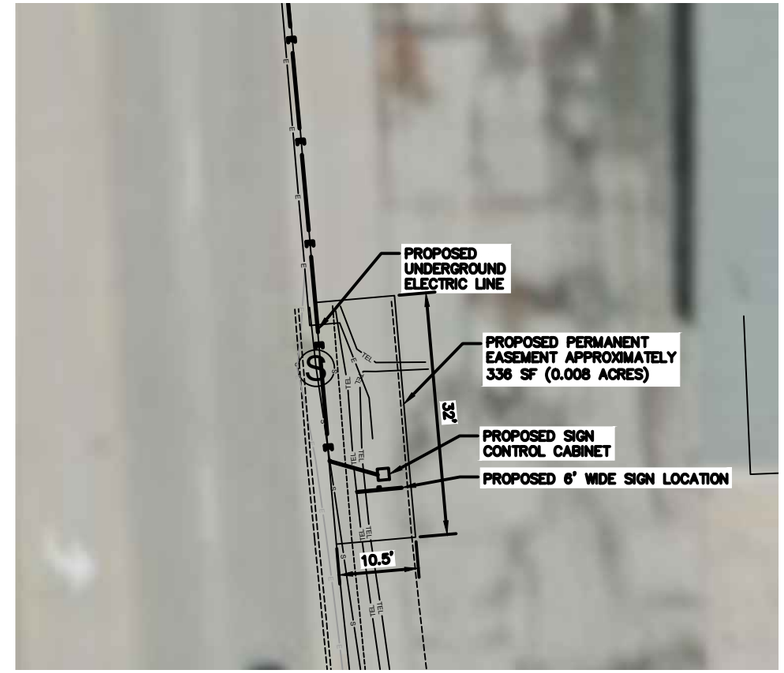
HORIZONTAL SCALE IN FEET
0 30 60
DRAWING MAY HAVE BEEN REDUCED

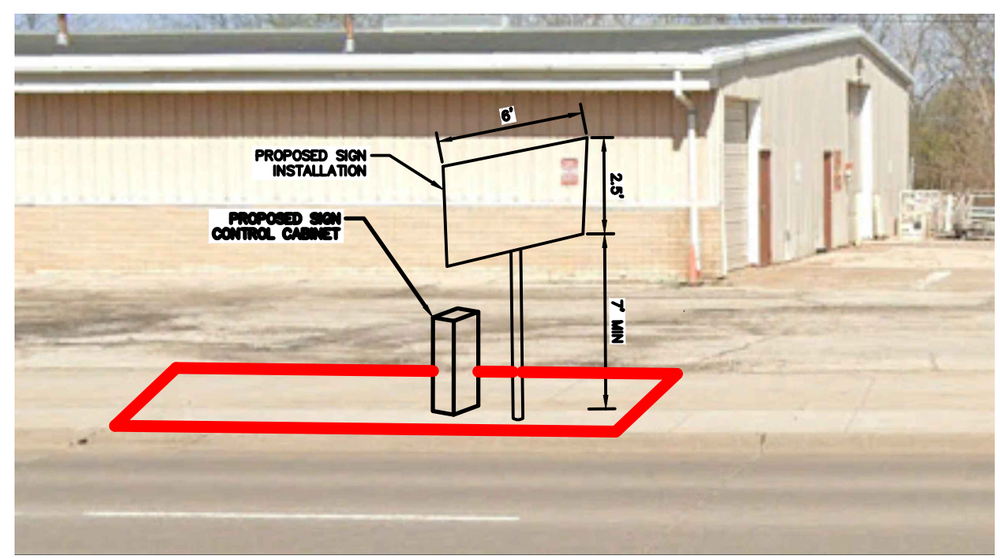
NORTH



NORTH

HORIZONTAL SCALE IN FEET
0 10 20
DRAWING MAY HAVE BEEN REDUCED





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Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

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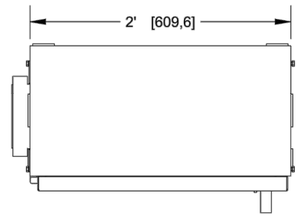
2/26/2020 7:06 PM TANGKAR, MARTINO [US-LS]

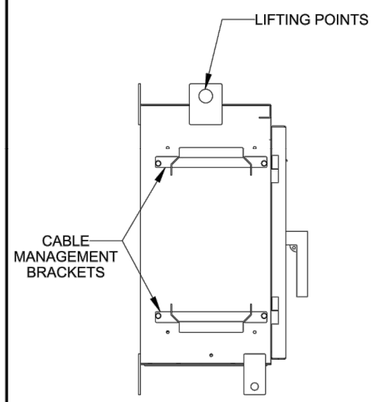
Sheet Title

1600 JFK
EASEMENT
EXHIBIT

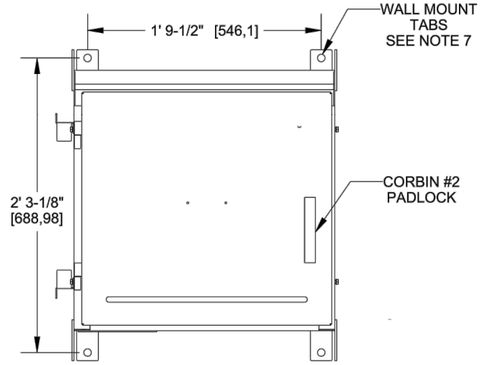
EX.1



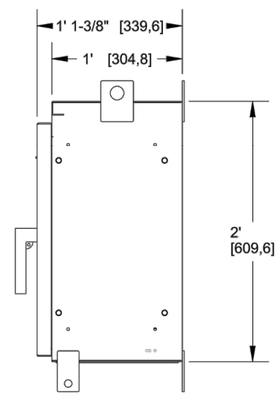
TOP VIEW
(WALL MOUNT)



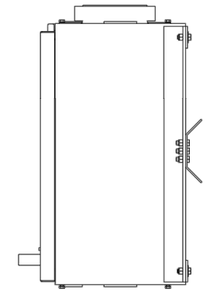
LEFT SIDE VIEW
(WALL MOUNT)



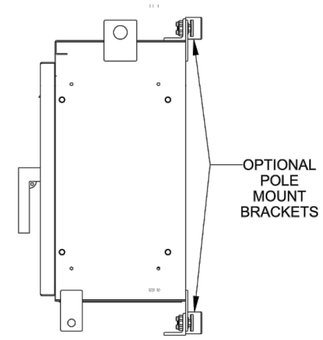
FRONT VIEW
(WALL MOUNT)



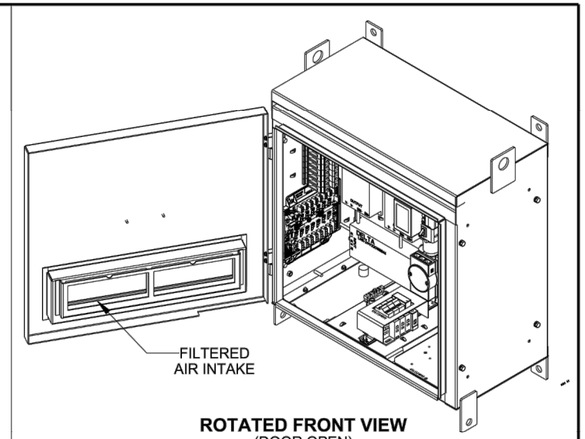
RIGHT SIDE VIEW
(WALL MOUNT)



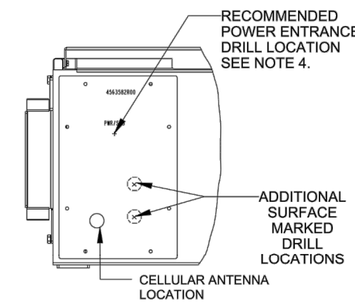
TOP VIEW
(OPTIONAL POLE MOUNT)



RIGHT SIDE VIEW
(OPTIONAL POLE MOUNT)



ROTATED FRONT VIEW
(DOOR OPEN)



BOTTOM VIEW - ACCESS PLATE
SCALE 1/8

NOTES:

1. NEMA 3R DESIGN INTENT FOR ENCLOSURE. THE CONTRACTOR TO SUBMIT PROPOSAL FOR THE CABINET DESIGN WITH GENERAL ARRANGEMENT OF THE EQUIPMENT. NEMA 3R DESIGN INTENT ENCLOSURE.
2. ENCLOSURE SHALL BE CONSTRUCTED OF 0.125" MILL FINISH ALUMINUM.
3. ALL DIMENSIONS ARE IN FEET–INCHES & [MILLIMETERS].
4. MAXIMUM HOLE SIZE FOR POWER ENTRANCE IS 4.00" IN DIAMETER.
5. INTERNAL COMPONENTS AND POWER SUPPLY QUANTITY VARIES DEPENDING ON SITE CONFIGURATION.
6. POLE MOUNT CONFIGURATIONS IS APPLICABLE FOR THIS PROJECT.
7. RECOMMENDED HARDWARE FOR WALL MOUNTING IS 5/8". MOUNTING HARDWARE IS DESIGNED AND SUPPLIED BY OTHERS.
8. PADLOCK SHALL BE SUPPLIED WITH ENCLOSURE.
9. IF ALTERNATE FIELD POWER/SIGNAL ENTRANCE LOCATION IS REQUIRED, CONTACT DAKTRONICS ENGINEERING.
10. CABINET SIZE MAY VARY BASED ON THE EQUIPMENT GENERAL ARRANGEMENT.
11. DETAILS ARE TYPICAL FOR THE CONTRACTOR TO SUBMIT ACTUAL CABINET DESIGN.

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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
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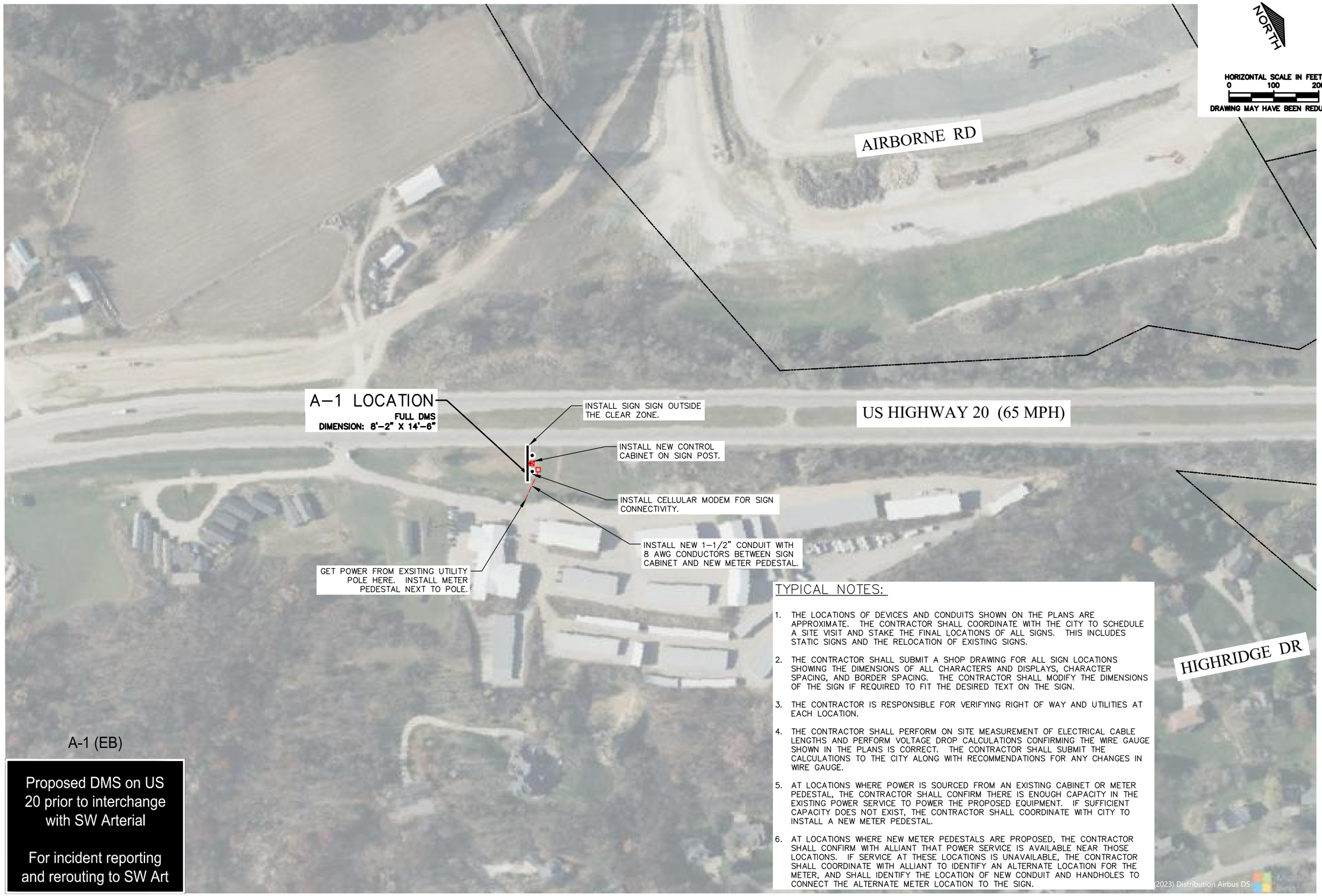
Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

Z:\68644 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 Z2-09 EX2 DMS DDMS CONTROL CABINET TYPICAL.DWG
2/26/2025 7:13 PM TANGVAR, MARTINO [US-1ST]

Sheet Title
DMS / DDMS CONTROL CABINET TYPICAL

EX. 2



TYPICAL NOTES:

1. THE LOCATIONS OF DEVICES AND CONDUITS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO SCHEDULE A SITE VISIT AND STAKE THE FINAL LOCATIONS OF ALL SIGNS. THIS INCLUDES STATIC SIGNS AND THE RELOCATION OF EXISTING SIGNS.
2. THE CONTRACTOR SHALL SUBMIT A SHOP DRAWING FOR ALL SIGN LOCATIONS SHOWING THE DIMENSIONS OF ALL CHARACTERS AND DISPLAYS, CHARACTER SPACING, AND BORDER SPACING. THE CONTRACTOR SHALL MODIFY THE DIMENSIONS OF THE SIGN IF REQUIRED TO FIT THE DESIRED TEXT ON THE SIGN.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING RIGHT OF WAY AND UTILITIES AT EACH LOCATION.
4. THE CONTRACTOR SHALL PERFORM ON SITE MEASUREMENT OF ELECTRICAL CABLE LENGTHS AND PERFORM VOLTAGE DROP CALCULATIONS CONFIRMING THE WIRE GAUGE SHOWN IN THE PLANS IS CORRECT. THE CONTRACTOR SHALL SUBMIT THE CALCULATIONS TO THE CITY ALONG WITH RECOMMENDATIONS FOR ANY CHANGES IN WIRE GAUGE.
5. AT LOCATIONS WHERE POWER IS SOURCED FROM AN EXISTING CABINET OR METER PEDESTAL, THE CONTRACTOR SHALL CONFIRM THERE IS ENOUGH CAPACITY IN THE EXISTING POWER SERVICE TO POWER THE PROPOSED EQUIPMENT. IF SUFFICIENT CAPACITY DOES NOT EXIST, THE CONTRACTOR SHALL COORDINATE WITH CITY TO INSTALL A NEW METER PEDESTAL.
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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes Added	10-24-24

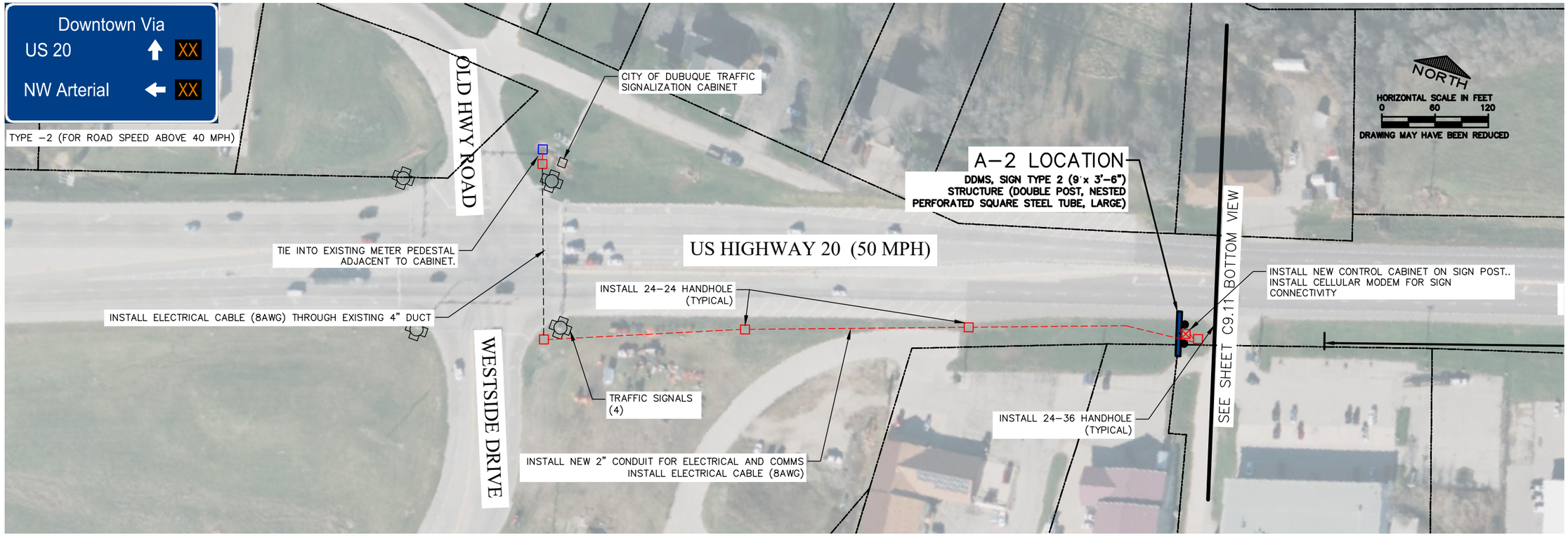
Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

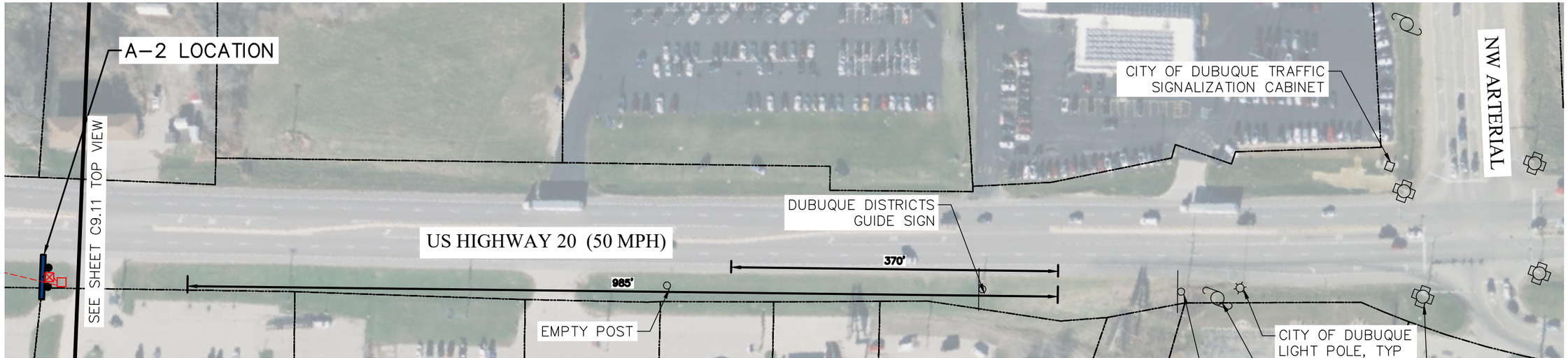
Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-09 A.DWG
2/28/2025 8:51 AM TANSKAR, MARTHO [US-LS]

Sheet Title
A-1

C9.10

A-2 (EB)





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Rev	Description	Date
1	Notes Updated.	10-24-24

Project Number 21034 Issued For Bidding: .
Project Manager JB / JPN Issued For Construction: .
Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-09 A.DWG
2/26/2025 7:32 PM TANDAR, MARTINO [US-IS]

Sheet Title
A-2

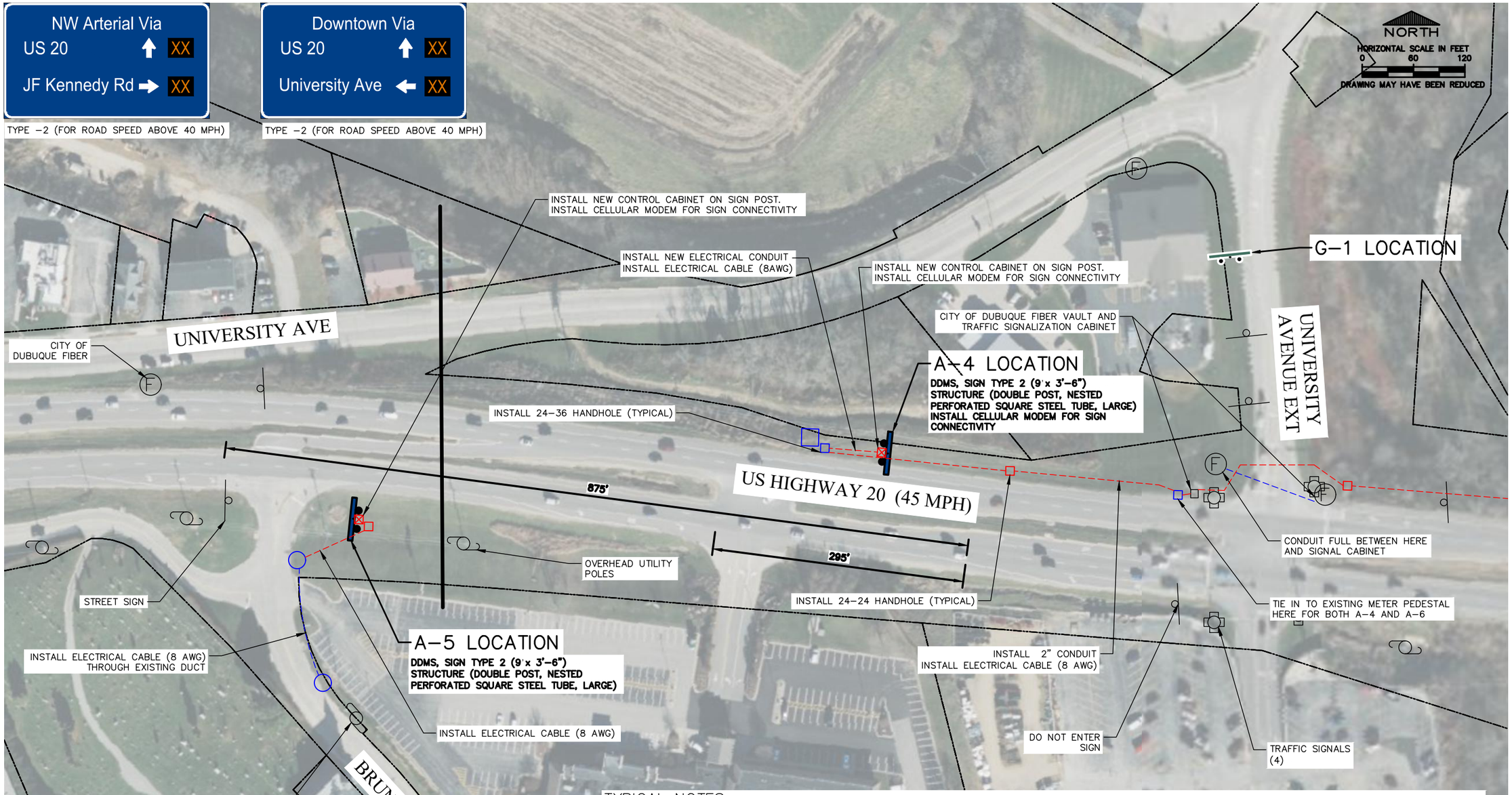
C9.11

A-4 (WB)

TYPE –2 (FOR ROAD SPEED ABOVE 40 MPH)

A-5 (EB)

TYPE –2 (FOR ROAD SPEED ABOVE 40 MPH)



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Project Manager JB / JPN Issued For Construction: -

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Sheet Title
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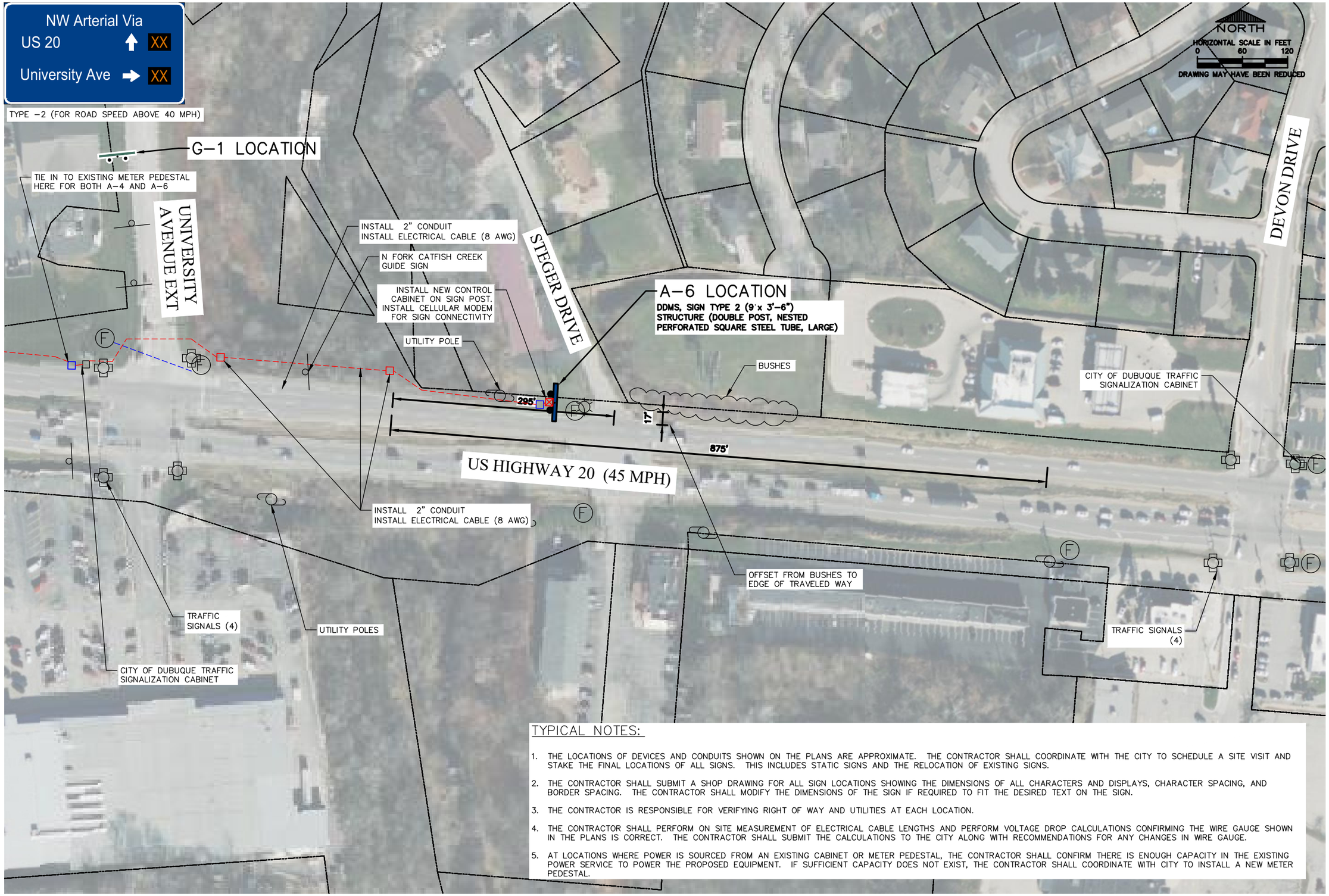
C9.12

A-6 (WB)



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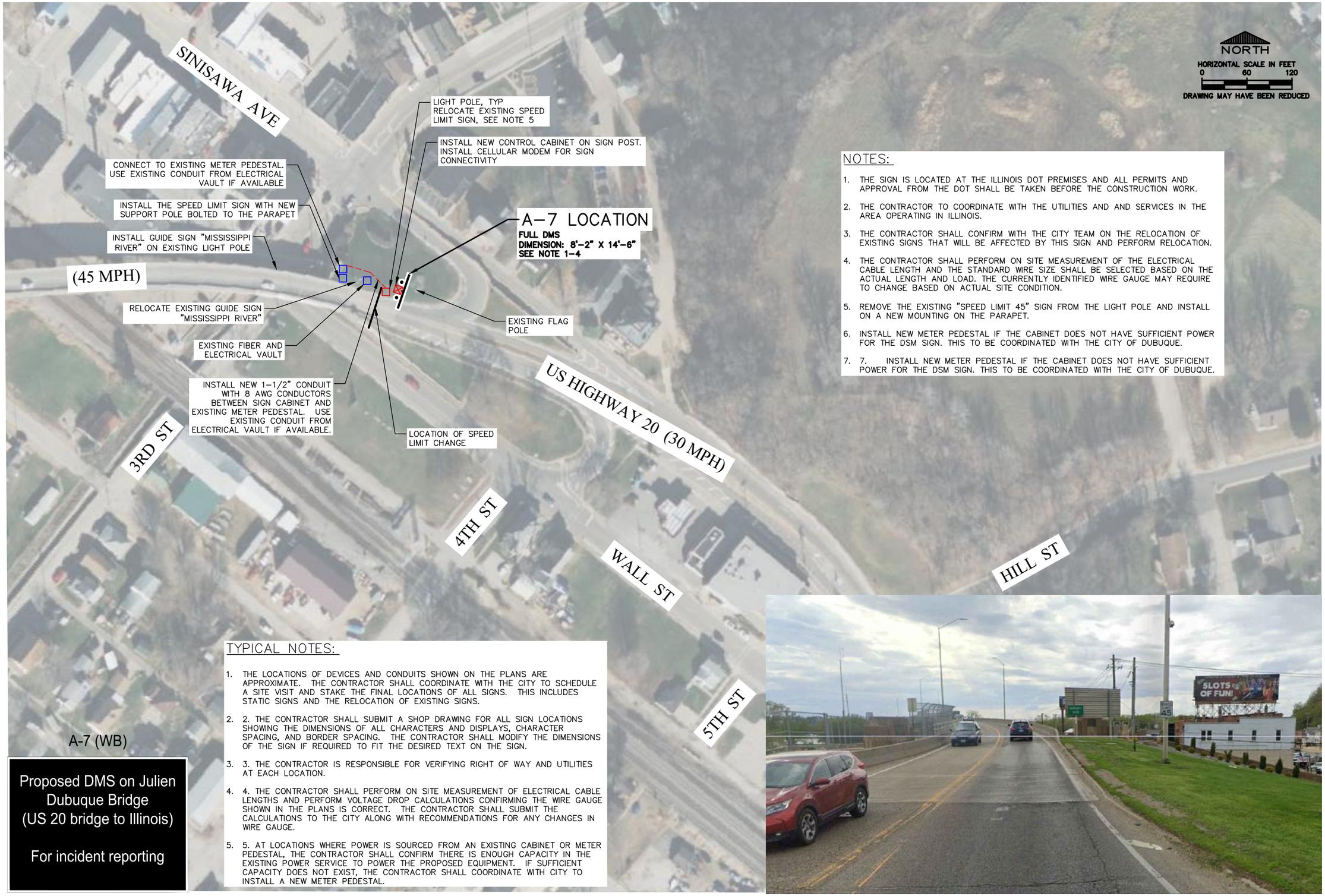
2/26/2025 7:37 PM TANGARA, MARTINO [US-15]

Sheet Title
A-6

C9.13



NOTES:

1. THE SIGN IS LOCATED AT THE ILLINOIS DOT PREMISES AND ALL PERMITS AND APPROVAL FROM THE DOT SHALL BE TAKEN BEFORE THE CONSTRUCTION WORK.
2. THE CONTRACTOR TO COORDINATE WITH THE UTILITIES AND AND SERVICES IN THE AREA OPERATING IN ILLINOIS.
3. THE CONTRACTOR SHALL CONFIRM WITH THE CITY TEAM ON THE RELOCATION OF EXISTING SIGNS THAT WILL BE AFFECTED BY THIS SIGN AND PERFORM RELOCATION.
4. THE CONTRACTOR SHALL PERFORM ON SITE MEASUREMENT OF THE ELECTRICAL CABLE LENGTH AND THE STANDARD WIRE SIZE SHALL BE SELECTED BASED ON THE ACTUAL LENGTH AND LOAD. THE CURRENTLY IDENTIFIED WIRE GAUGE MAY REQUIRE TO CHANGE BASED ON ACTUAL SITE CONDITION.
5. REMOVE THE EXISTING "SPEED LIMIT 45" SIGN FROM THE LIGHT POLE AND INSTALL ON A NEW MOUNTING ON THE PARAPET.
6. INSTALL NEW METER PEDESTAL IF THE CABINET DOES NOT HAVE SUFFICIENT POWER FOR THE DSM SIGN. THIS TO BE COORDINATED WITH THE CITY OF DUBUQUE.
7. 7. INSTALL NEW METER PEDESTAL IF THE CABINET DOES NOT HAVE SUFFICIENT POWER FOR THE DSM SIGN. THIS TO BE COORDINATED WITH THE CITY OF DUBUQUE.

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Proposed DMS on Julien Dubuque Bridge
(US 20 bridge to Illinois)

For incident reporting

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PARSONS

Client Name
CITY OF DUBUQUE

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Location / Description
CITY OF DUBUQUE

Revisions

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1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:
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2/28/2025 9:00 AM TANGVAR, MARTINO [US-US]

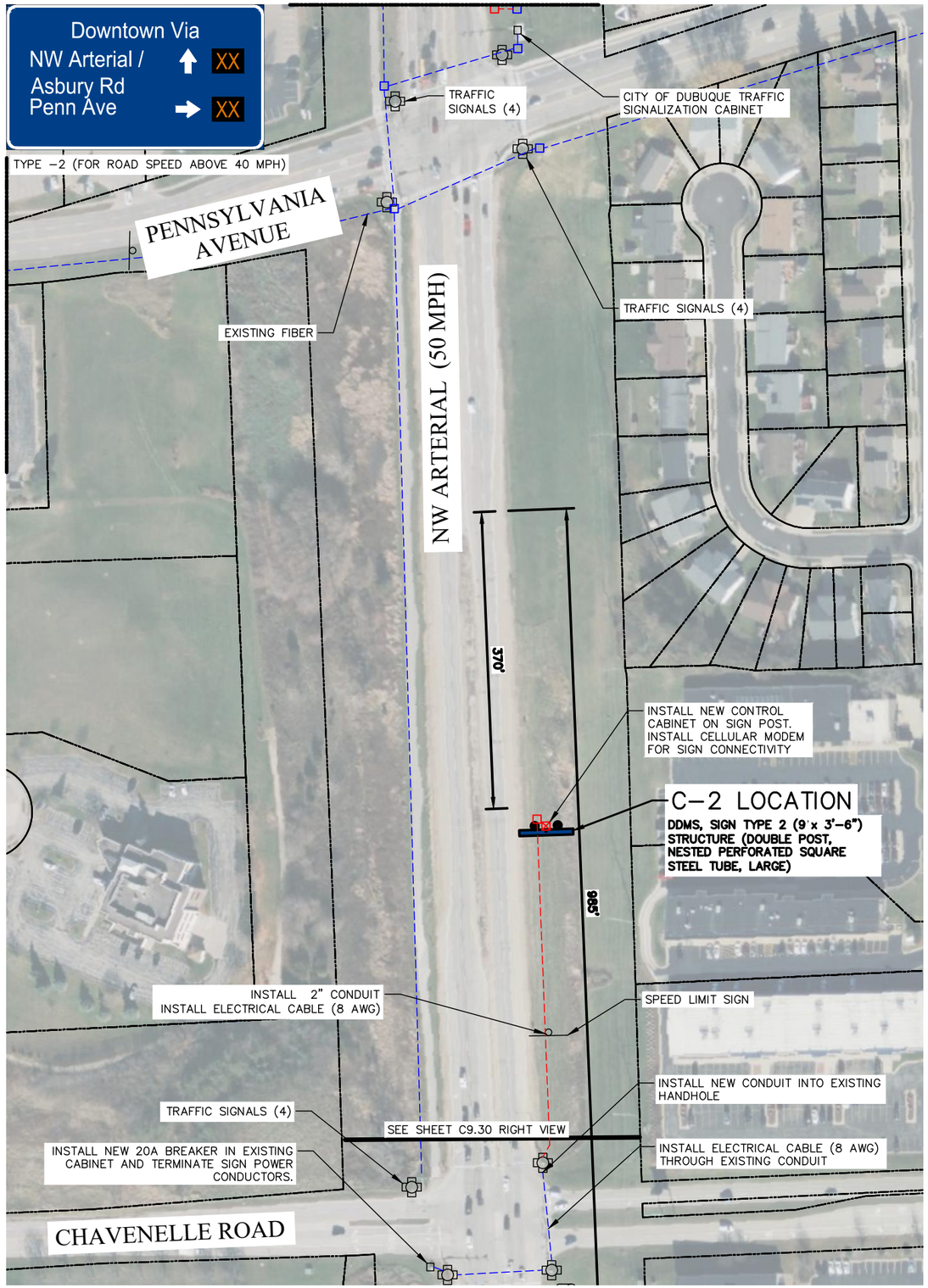
Sheet Title
A-7

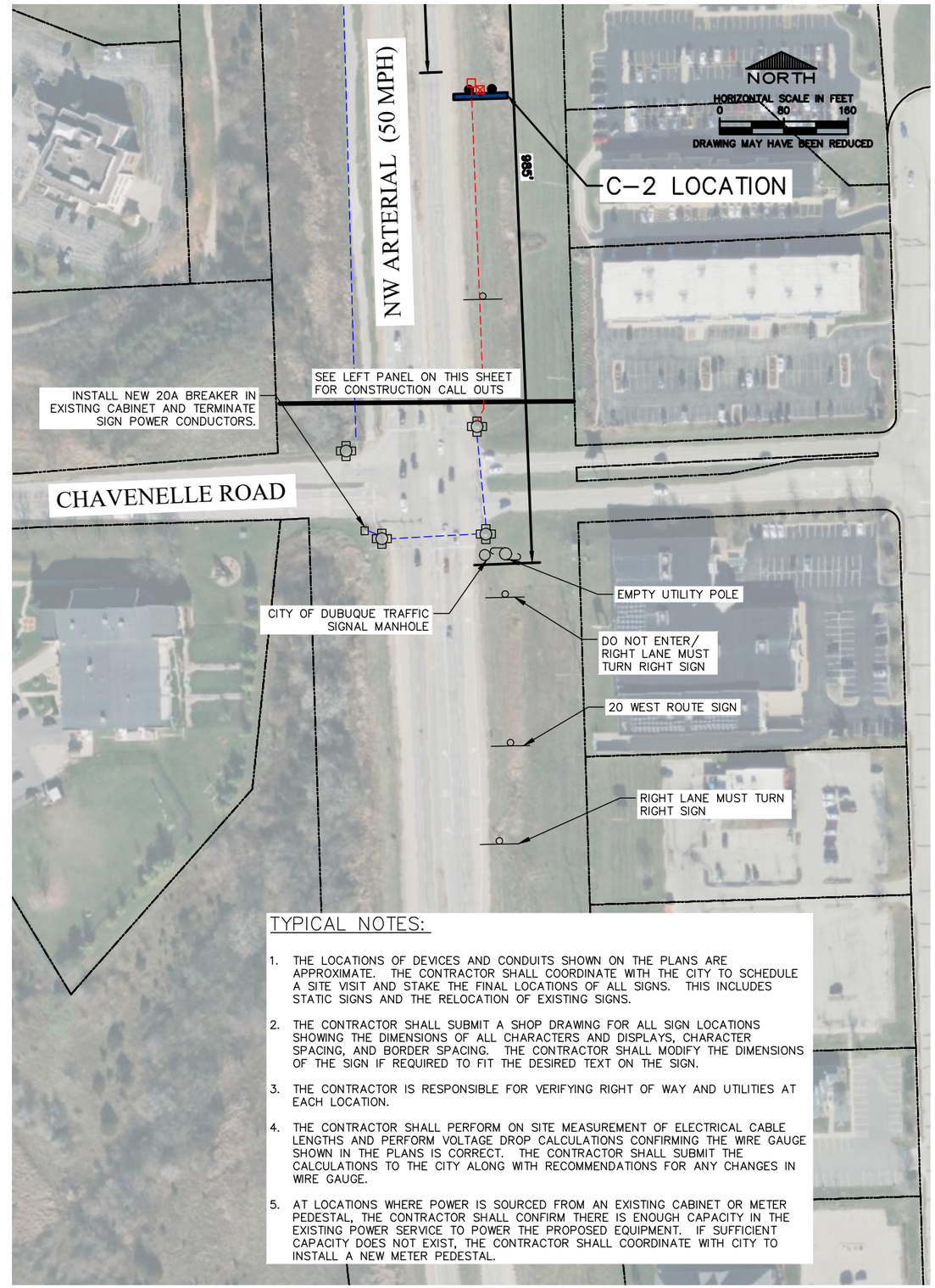
C9.14

C-2 (NB)

MATCHLINE C9.31 (C-3)

MATCHLINE C9.40 (D-1)





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PARSONS

Client Name
CITY OF DUBUQUE

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STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

Z:\ORIGIN\ DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-99 C.DWG
2/26/2025 7:59 PM TANGKAR, MARTINO [US-IS]

Sheet Title

C-2

C9.30

C-4 (NB)

TYPE –2 (FOR ROAD SPEED ABOVE 40 MPH)

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NORTH

HORIZONTAL SCALE IN FEET
0 80 160

DRAWING MAY HAVE BEEN REDUCED

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PARSONS

Client Name
CITY OF DUBUQUE

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STREETS
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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
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Project Number: 21034 Issued For Bidding: .
Project Manager: JB / JPN Issued For Construction: .
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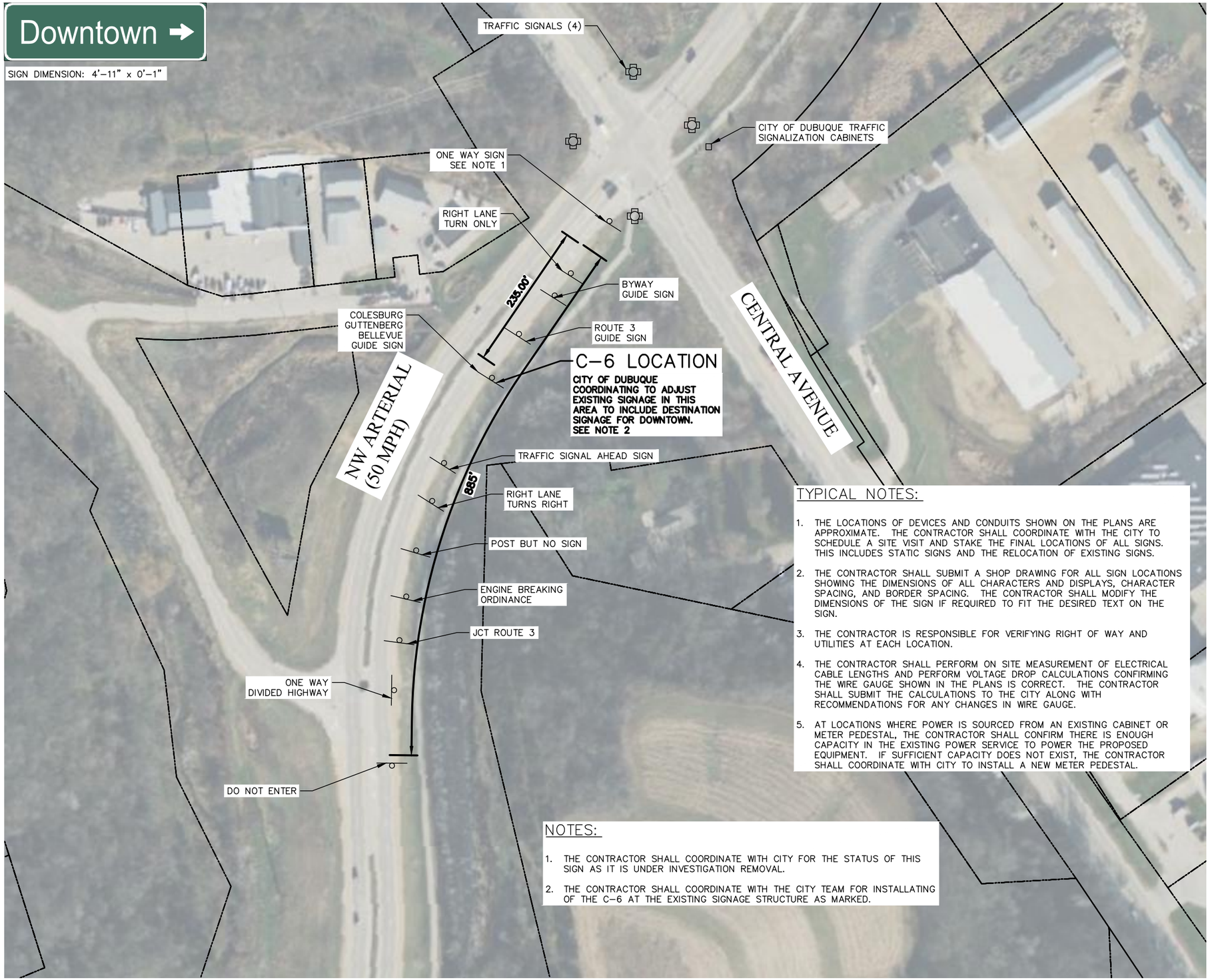
2/26/2025 8:03 PM TANDAVA, MARTINO [US-LS]

Sheet Title

C-4

C9.32

C-6 (NB)



NORTH

HORIZONTAL SCALE IN FEET
0 80 160

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NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR THE STATUS OF THIS SIGN AS IT IS UNDER INVESTIGATION REMOVAL.
2. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TEAM FOR INSTALLATING OF THE C-6 AT THE EXISTING SIGNAGE STRUCTURE AS MARKED.

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PARSONS

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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

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2/26/2025 8:06 PM TANOCUR, MARTINO [US-IS]

Sheet Title

C-6

C9.33

D-1 (EB)

TYPE –1 (FOR ROAD SPEED ABOVE 40 MPH)

NORTH

HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED

EMBASSY WEST DRIVE

PENNSYLVANIA AVENUE (35 MPH)

NW ARTERIAL

EXISTING METER PEDESTAL. CONNECT TO POWER D–1.

CITY OF DUBUQUE TRAFFIC SIGNALIZATION CABINET

INSTALL 8 AWG CONDUCTORS IN EXISTING CONDUIT

INSTALL 2" CONDUIT
INSTALL ELECTRICAL CABLE (8 AWG)

RELOCATE EXISTING NO PARKING SIGN

270'

665'

TRAFFIC SIGNALS (4)

INSTALL NEW CONDUIT INTO EXISTING HANDHOLE

INSTALL 24–24 HANDHOLE (TYPICAL)

NO PARKING SIGN

CITY OF DUBUQUE FIBER VAULT

INSTALL NEW CONTROL CABINET ON SIGN POST.
INSTALL CELLULAR MODEM FOR SIGN CONNECTIVITY

D–1 LOCATION

DDMS, SIGN TYPE 4 (5' x 3')
STRUCTURE (DOUBLE POST AT ROADWAY EDGE OF SIDEWALK, NESTED PERFORATED SQUARE STEEL TUBE, LARGE)

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Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-99 D.DWG
2/26/2025 8:11 PM TANGKAR, MARTINO [US-IS]

Sheet Title

D-1

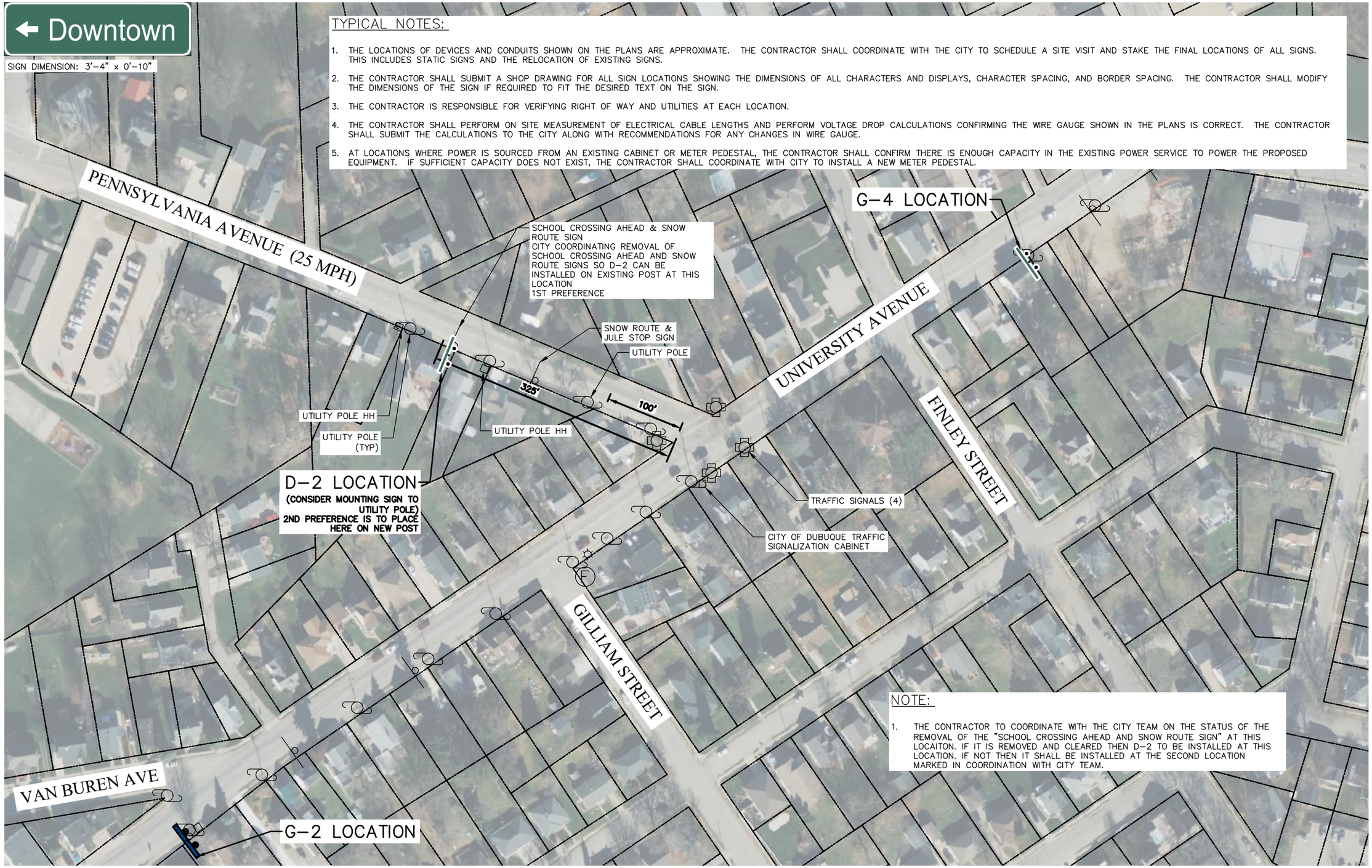
C9.40

D-2 (EB)

NORTH

HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED



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NOTE:

1. THE CONTRACTOR TO COORDINATE WITH THE CITY TEAM ON THE STATUS OF THE REMOVAL OF THE "SCHOOL CROSSING AHEAD AND SNOW ROUTE SIGN" AT THIS LOCAITON. IF IT IS REMOVED AND CLEARED THEN D-2 TO BE INSTALLED AT THIS LOCATION. IF NOT THEN IT SHALL BE INSTALLED AT THE SECOND LOCATION MARKED IN COORDINATION WITH CITY TEAM.

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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
EDP-2100(706)--7Y-31

Location / Description
CITY OF DUBUQUE

Revisions

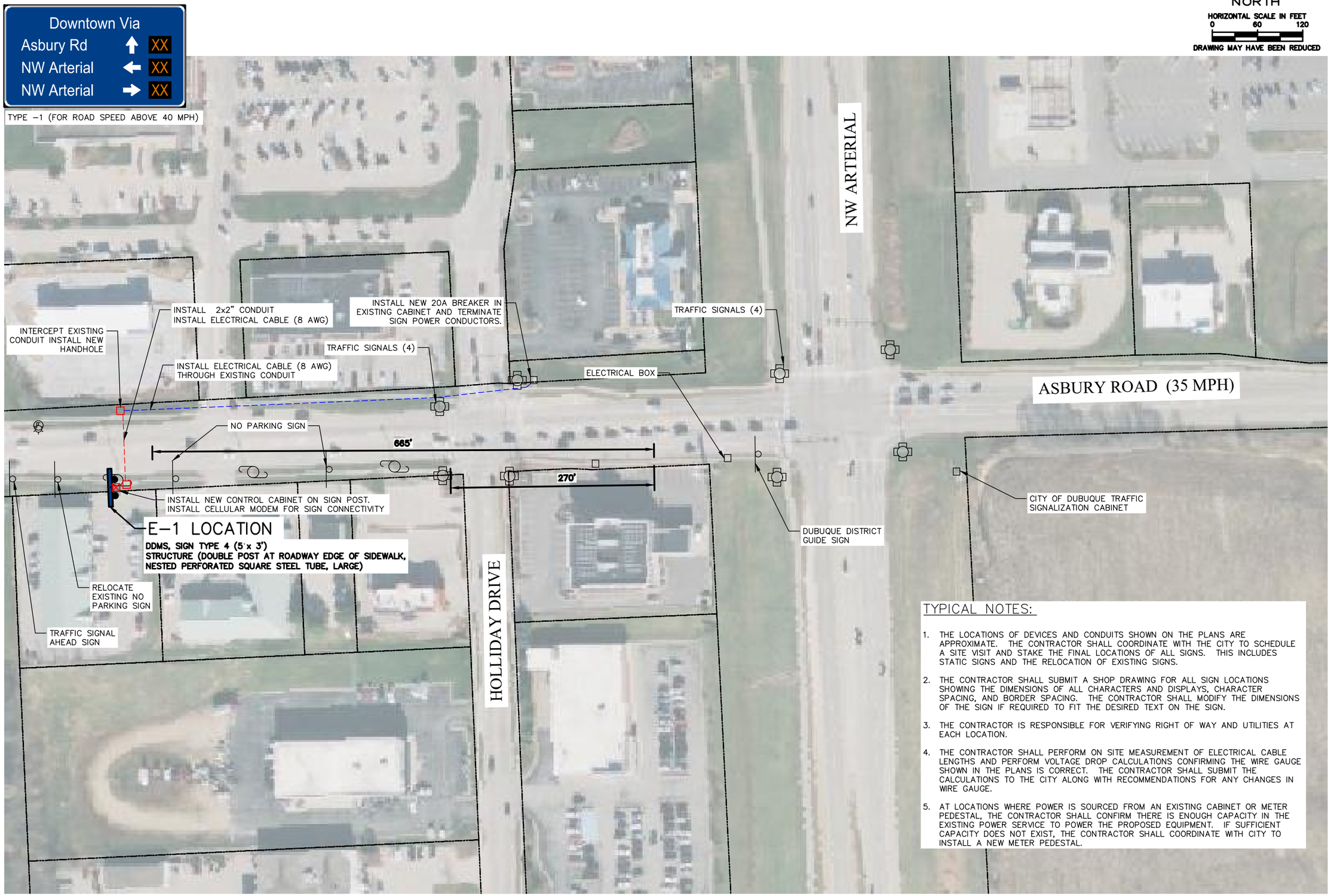
Rev	Description	Date
1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JPN Issued For Construction:
Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-99 D.DWG
2/26/2025 8:13 PM TANGKAR, MARTINO [US-IS]

Sheet Title
D-2

C9.41

E-1 (EB)



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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS PROJECT

Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JPN Issued For Construction:

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2/26/2025 6:41 PM TANSKAR, MANTHA [US-LIS]

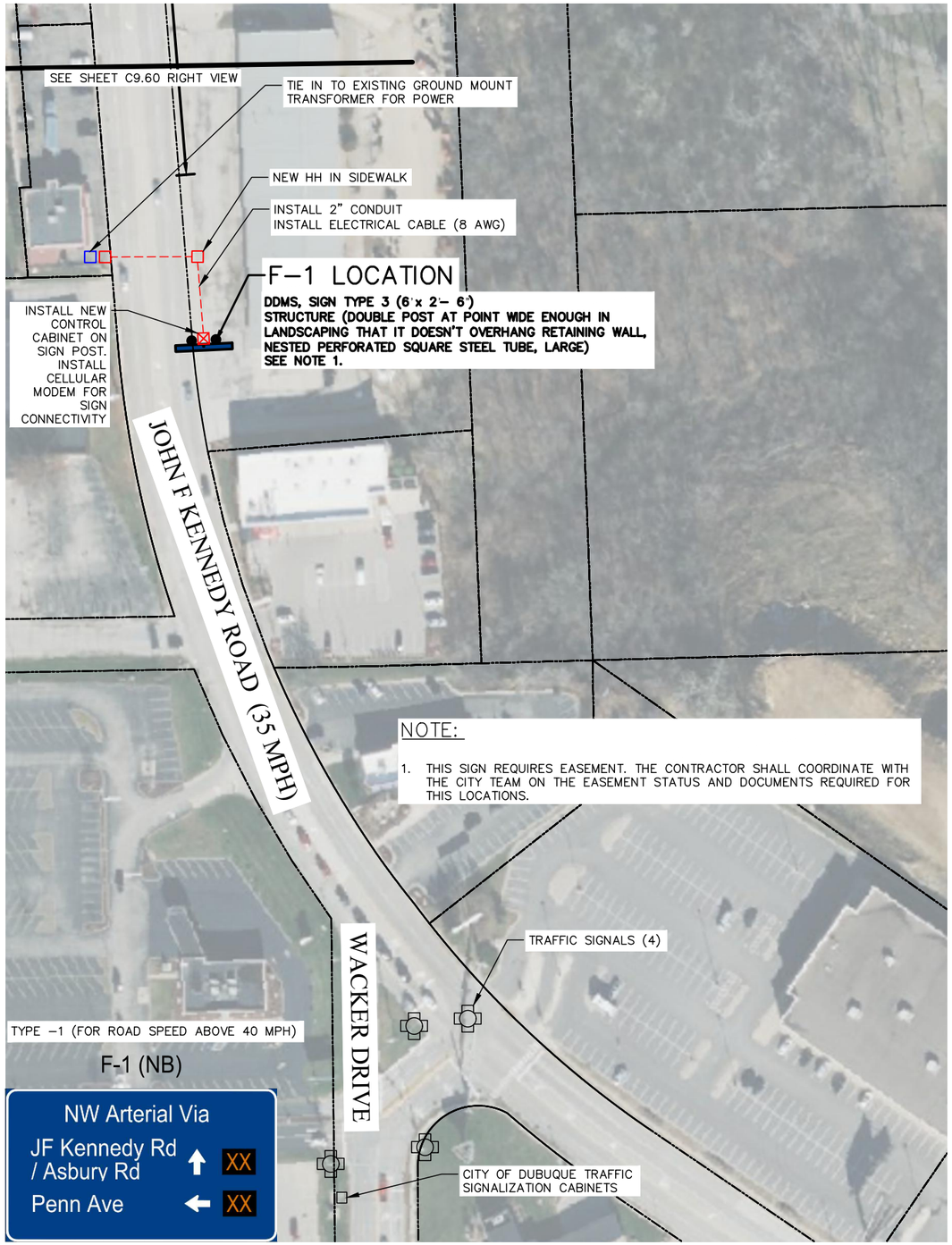
Sheet Title
E-1

C9.50

NORTH

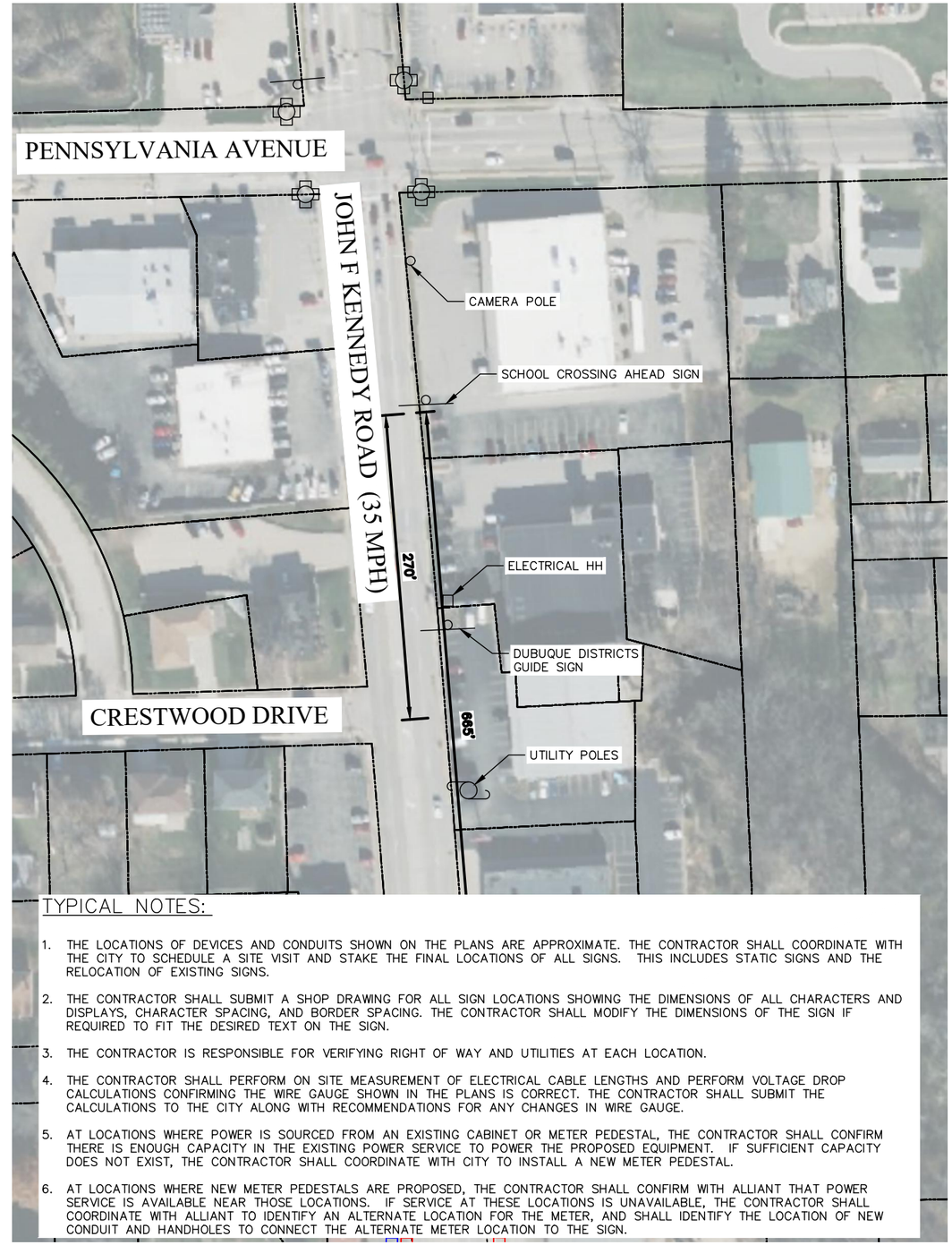
HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED



NOTE:

1. THIS SIGN REQUIRES EASEMENT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TEAM ON THE EASEMENT STATUS AND DOCUMENTS REQUIRED FOR THIS LOCATIONS.



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PARSONS

Client Name
CITY OF DUBUQUE

Project Name
STREETS
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Location / Description
CITY OF DUBUQUE

Revisions

Rev	Description	Date
1	Notes Added.	10-24-24

Project Number 21034 Issued For Bidding:
Project Manager JB / JPN Issued For Construction:

Z:\21034 DUBUQUE STREETS\SITE PLANS\CAD DRAWINGS\AUTOCAD DWG PARSONS\21034 ZZ-99 F.DWG
2/26/2025 8:55 PM TANOAR, MARTIN [US-US]

Sheet Title

F-1

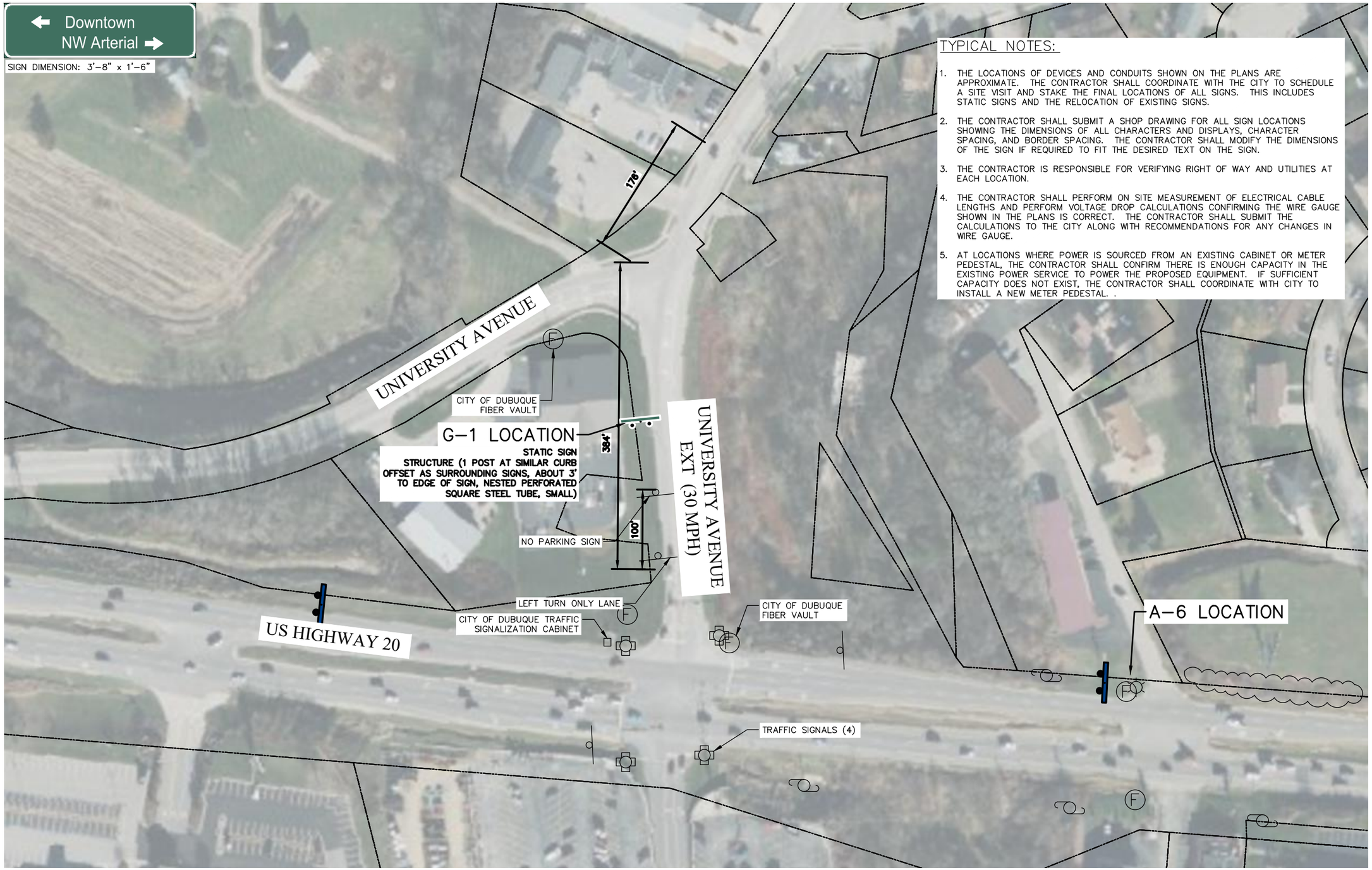
C9.60

NORTH

HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED

G-1 (WB)



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Project Number 21034 Issued For Bidding:
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Sheet Title

G-1

C9.70

NORTH

HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED

G-2 (EB)

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Revisions

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Project Number 21034 Issued For Bidding: .
Project Manager JB / JPN Issued For Construction: .

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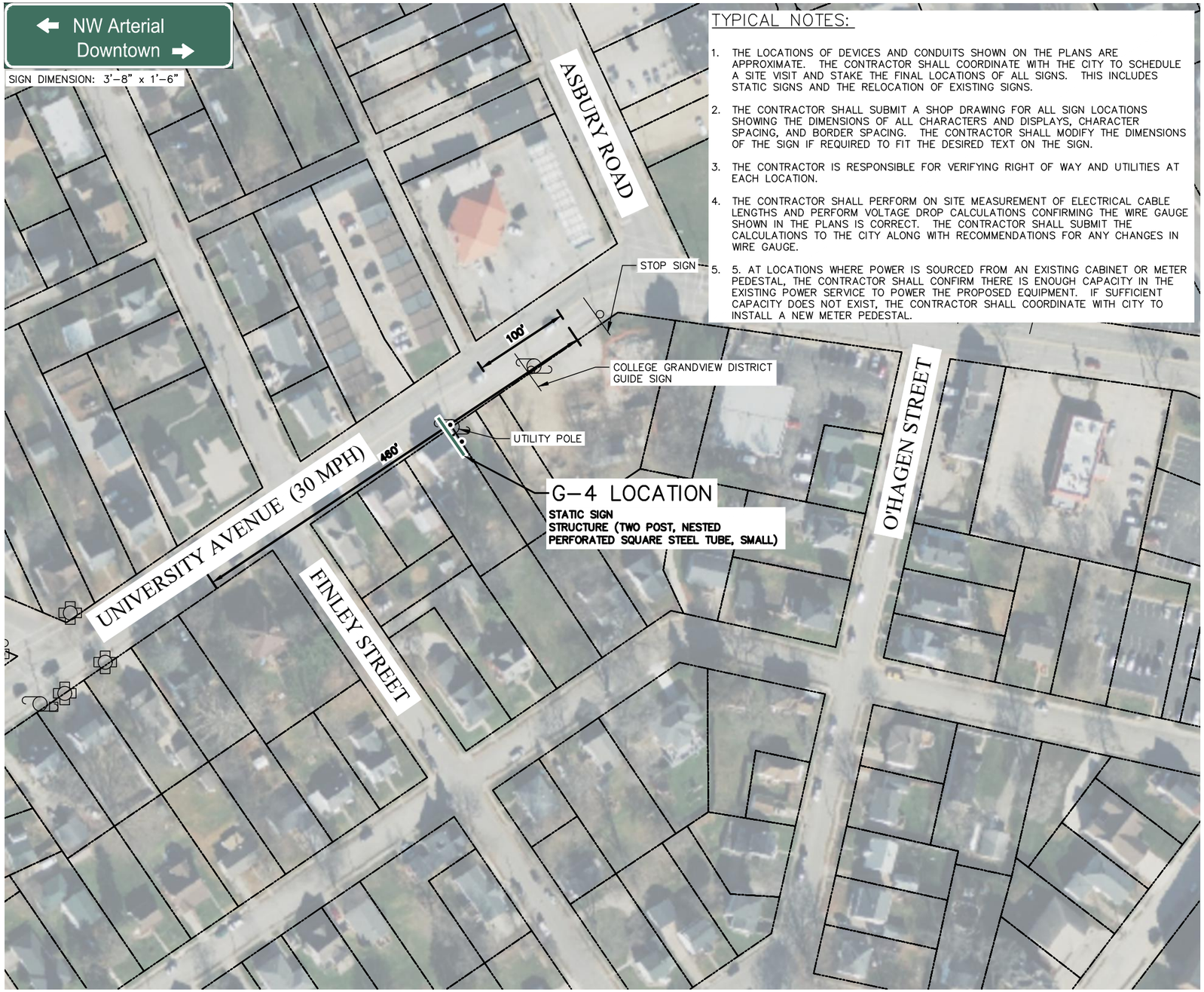
Sheet Title

G-2

C9.71

G-4 (EB)



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NORTH
HORIZONTAL SCALE IN FEET
0 60 120
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Location / Description
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Revisions

Rev	Description	Date
1	Notes Added.	10-24-24

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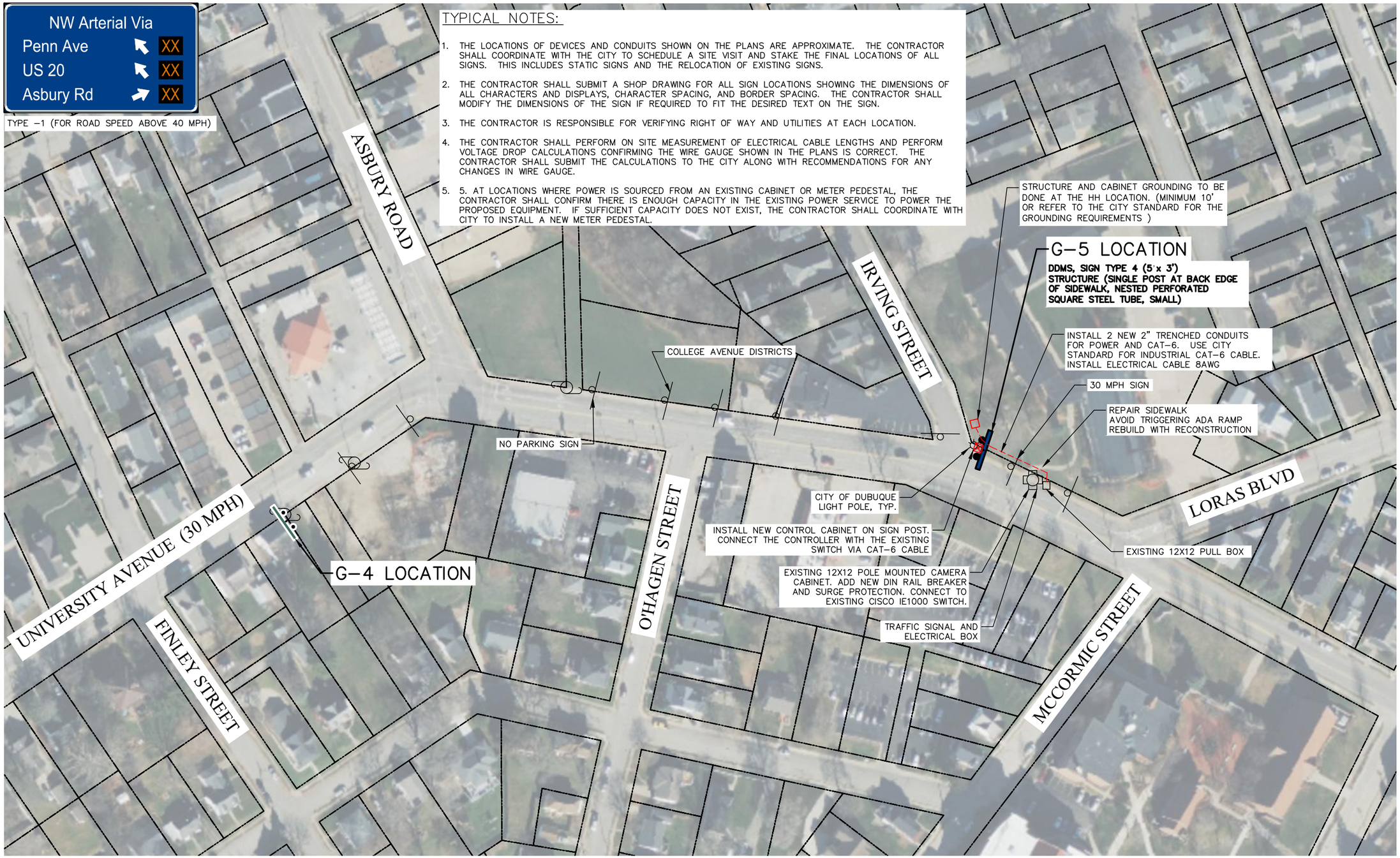
Sheet Title

G-4

C9.72

G-5 (WB)



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NORTH
HORIZONTAL SCALE IN FEET
0 60 120
DRAWING MAY HAVE BEEN REDUCED

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Sheet Title
G-5

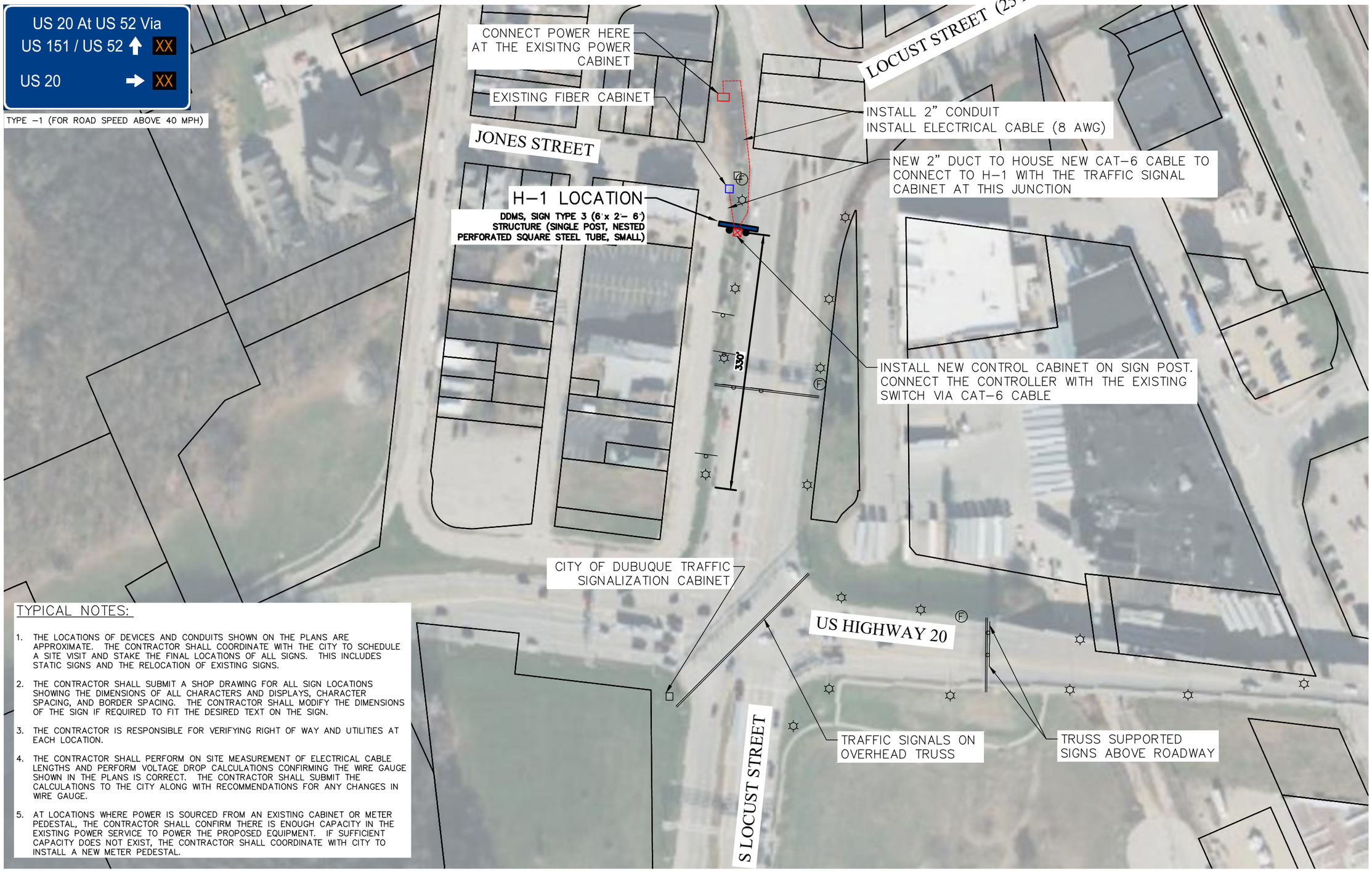
C9.73

NORTH

HORIZONTAL SCALE IN FEET
0 60 120

DRAWING MAY HAVE BEEN REDUCED

H-1 (SB)



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PARSONS

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2/26/2025 10:08 PM TMORAN, MARTINO [US-IS]

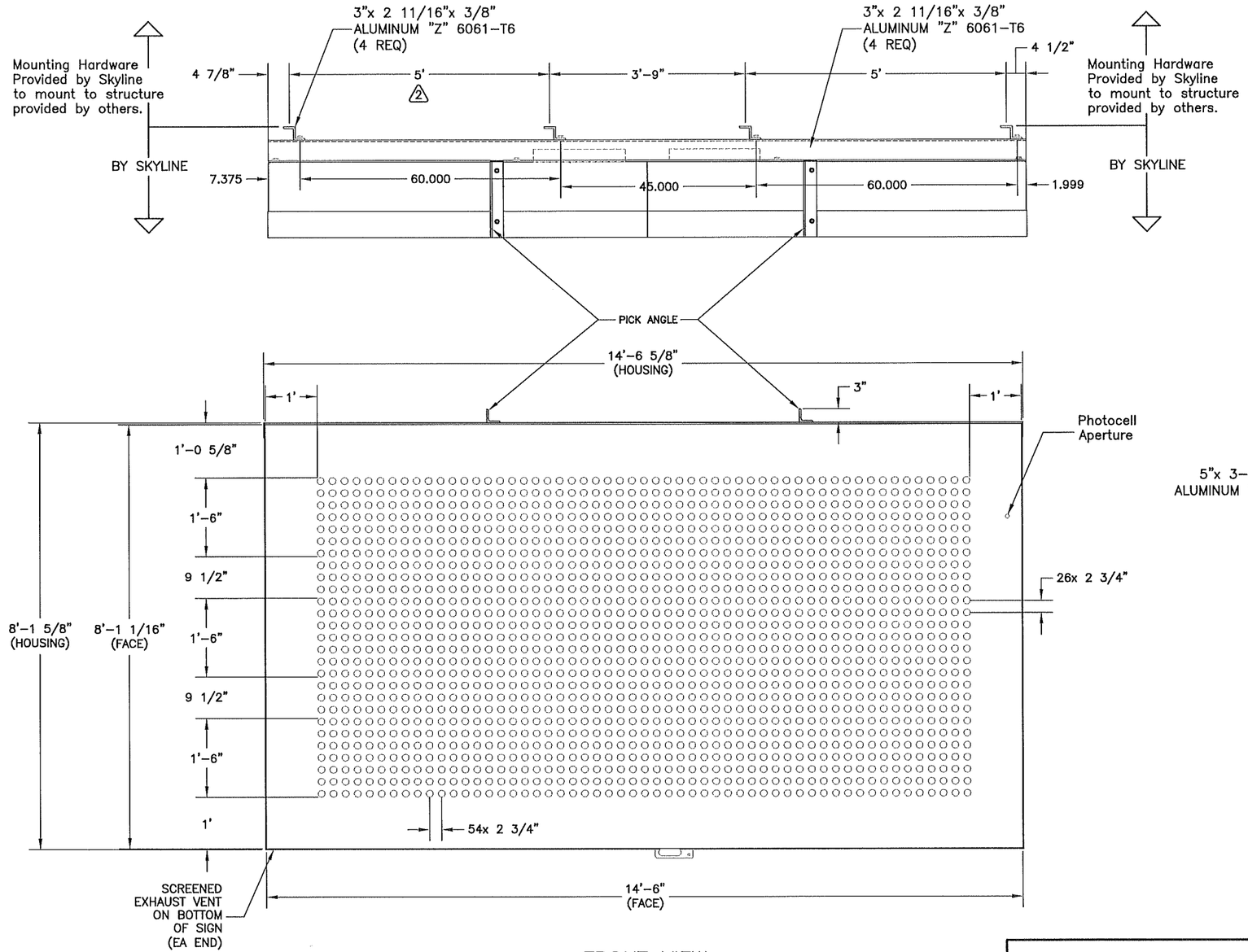
Sheet Title
H-1

C9.80

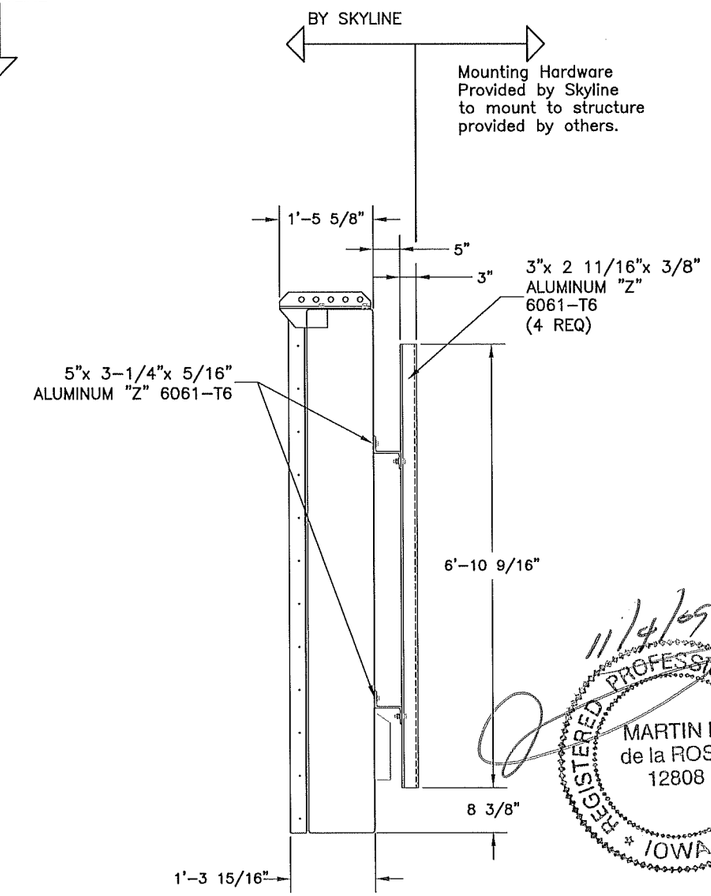
REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
	A	SUBMITTAL RELEASE,	8/30/06	CSR
	B	ADDED MTG HARDWARE NOTE, AKM	11/21/06	CSR
	B	SUBMITTAL RELEASE, AKM	08/28/09	CSR

NOTES: UNLESS OTHERWISE SPECIFIED,

1. PART/ASSEMBLY SHALL COMPLY WITH ALL APPLICABLE SKYLINE WORKMANSHIP STANDARDS & CDOT STANDARDS.
2. ALL DIMENSIONS SHOWN ARE IN FT/INCHES.
3. (2) REFERENCE DIMENSION SHOWN FROM CENTER OF REAR FACE OF ZEE FLANGE.



FRONT VIEW



END VIEW

11/4/09

REGISTERED PROFESSIONAL ENGINEER
MARTIN L. de la ROSA
12808
IOWA

LEDVMS-L-3-18F-27x055-I+
30° LEDs

SIGN WEIGHT:
APPX 2250#

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TOLERANCES: (UNLESS OTHERWISE SPECIFIED) X.X ± .1, X.XX ± .02, X.XXX ± .005, ANGLES ±1°

APPROVALS		DATE
DRAWN	AKM	6/28/06
CHECKED	CSR	6/29/06
ENGINEER		

SKYLINE PRODUCTS, INC.
COLORADO SPRINGS, COLORADO

IOWA D.O.T.
LED VMS SYSTEM

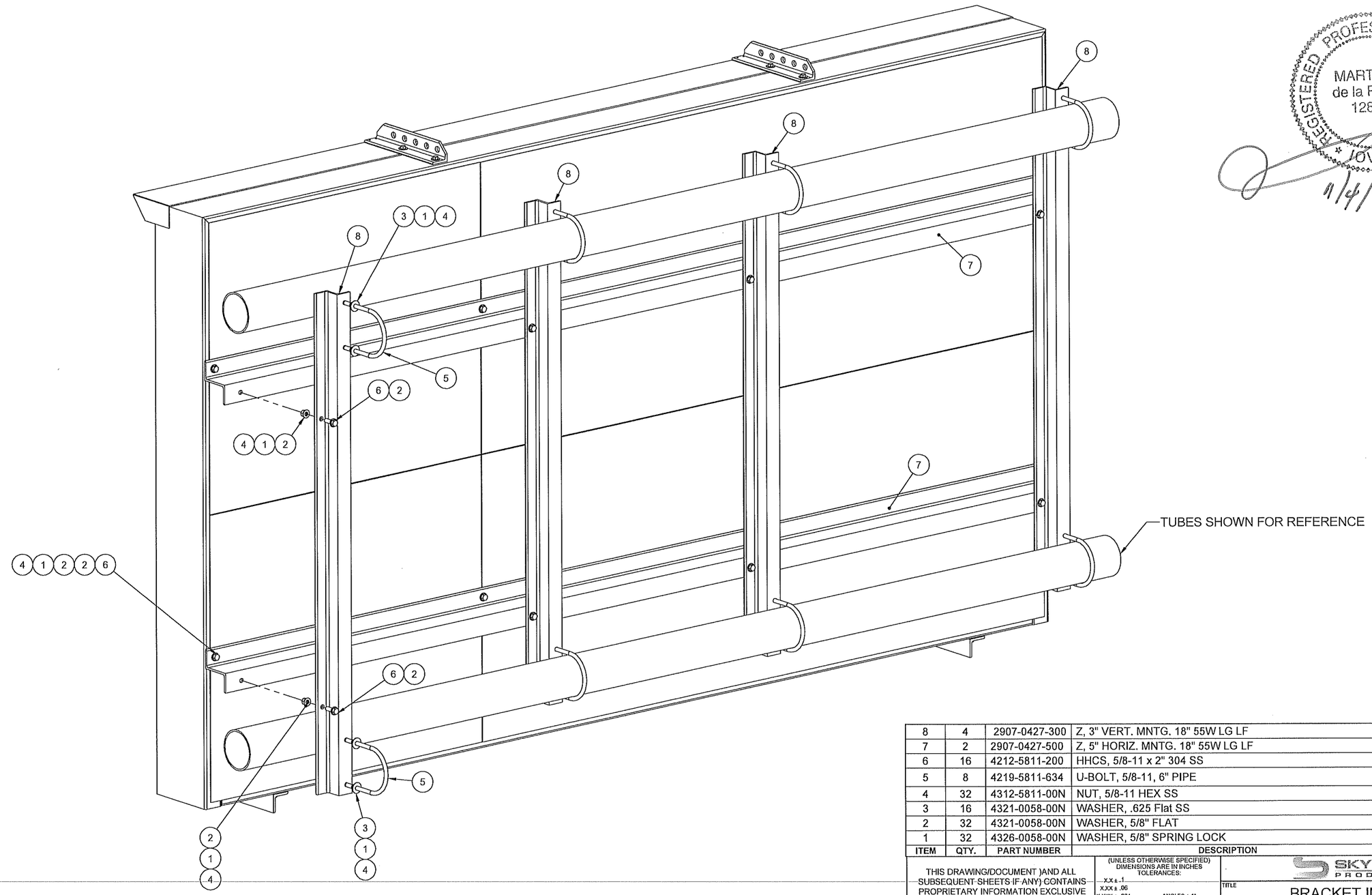
SIZE D | DWG. NO. 12S-IA0010-02 | REV. B | SCALE | SHEET 2 OF 5

IA-10

D	DWG No. 1307-0153-500	REV 01

REV.	DESCRIPTION	DATE	APPROVED
01	PROTOTYPE RELEASE	8/19/2009	CSR

NOTES: UNLESS OTHERWISE SPECIFIED.
1. PART/ASSEMBLY SHALL COMPLY WITH ALL APPLICABLE SKYLINE WORKMANSHIP STANDARDS.
2. INSTALL ALL COMPONENTS AS SHOWN; PLACE DI-ELECTRIC BARRIER TAPE BETWEEN ALL Z'S AND HOUSING.
3. U-BOLTS MAY BE SHIPPED IN SEPERATE CONTAINER NOT INSTALLED ON SIGN.



REGISTERED PROFESSIONAL ENGINEER
MARTIN L. de la ROSA
12808
IOWA
11/4/09

ITEM	QTY.	PART NUMBER	DESCRIPTION	NOTE
8	4	2907-0427-300	Z, 3" VERT. MNTG. 18" 55W LG LF	
7	2	2907-0427-500	Z, 5" HORIZ. MNTG. 18" 55W LG LF	
6	16	4212-5811-200	HHCS, 5/8-11 x 2" 304 SS	
5	8	4219-5811-634	U-BOLT, 5/8-11, 6" PIPE	
4	32	4312-5811-00N	NUT, 5/8-11 HEX SS	
3	16	4321-0058-00N	WASHER, .625 Flat SS	
2	32	4321-0058-00N	WASHER, 5/8" FLAT	
1	32	4326-0058-00N	WASHER, 5/8" SPRING LOCK	

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(UNLESS OTHERWISE SPECIFIED) DIMENSIONS ARE IN INCHES
TOLERANCES:
X.X ± .1
X.XX ± .06
X.XXX ± .031
ANGLES ± 1°

DRAWN	JMC	8/19/2009
CHECKED	CCS	8/19/2009
APPROVED	CSR	8/19/2009

SKYLINE PRODUCTS

TITLE: BRACKET INSTALL, 3LINE 18" 55 WIDE LLF LED, 5" HORIZONTAL & 3" VERTICAL Z

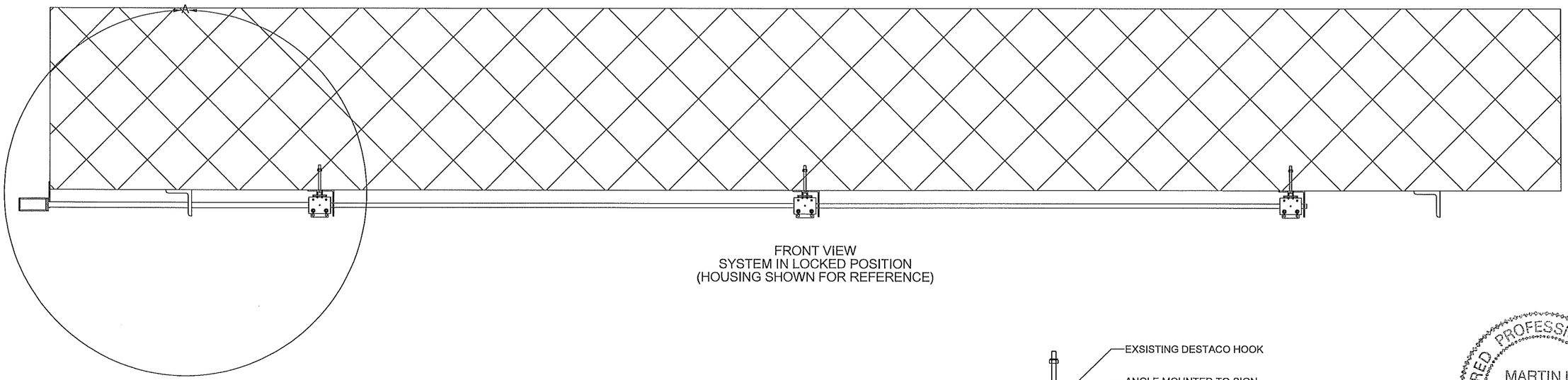
SIZE: D | DWG NO: 1307-0153-500 | REV 01

SCALE | SHEET 1 OF 1

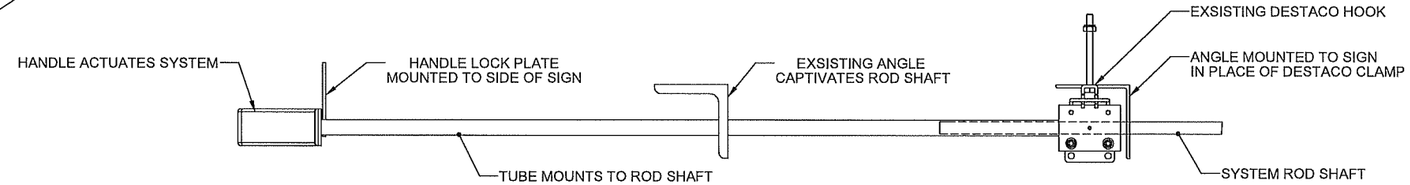
D	DWG No. CONCEPT	REV 02

REV.	DESCRIPTION	DATE	APPROVED
01	CONCEPT SKETCH RELEASE, JMC	3/27/08	CSR
02	REVISED CONCEPT SKETCH	4/9/2008	JMC

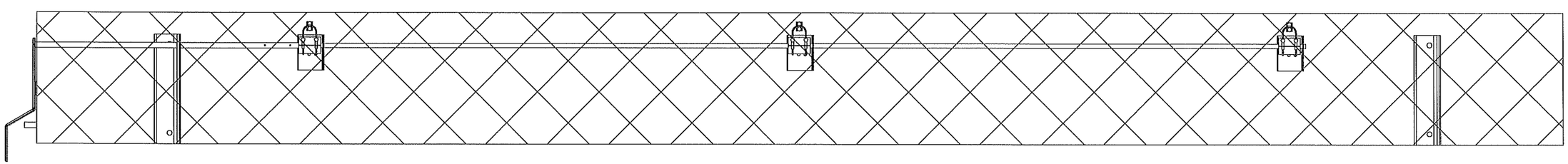
NOTES: UNLESS OTHERWISE SPECIFIED.
1. PART/ASSEMBLY SHALL COMPLY WITH ALL APPLICABLE SKYLINE WORKMANSHIP STANDARDS.
2. THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY; DRAWING IS SUBJECT TO CHANGE.



FRONT VIEW
SYSTEM IN LOCKED POSITION
(HOUSING SHOWN FOR REFERENCE)



DETAIL A



BOTTOM VIEW
SYSTEM IN LOCKED POSITION
(HOUSING SHOWN FOR REFERENCE)

THIS DRAWING/DOCUMENT)AND ALL SUBSEQUENT SHEETS IF ANY) CONTAINS PROPRIETARY INFORMATION EXCLUSIVE TO SKYLINE PRODUCTS, INC. AND SHALL NOT BE USED, REPRODUCED, COPIED, DICLOSED, OR EXHIBITED IN WHOLE OR IN PART FOR MANUFACTURE, PROCUREMENT OR FOR ANY OTHER PURPOSE EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY SKYLINE PRODUCTS, INC

(UNLESS OTHERWISE SPECIFIED) DIMENSIONS ARE IN INCHES TOLERANCES:
X.X ± .1
X.XX ± .02
X.XXX ± .005
ANGLES ± 1°

DRAWN	JMC	4/9/08
CHECKED	CSR	4/9/08
APPROVED	CSR	4/9/08

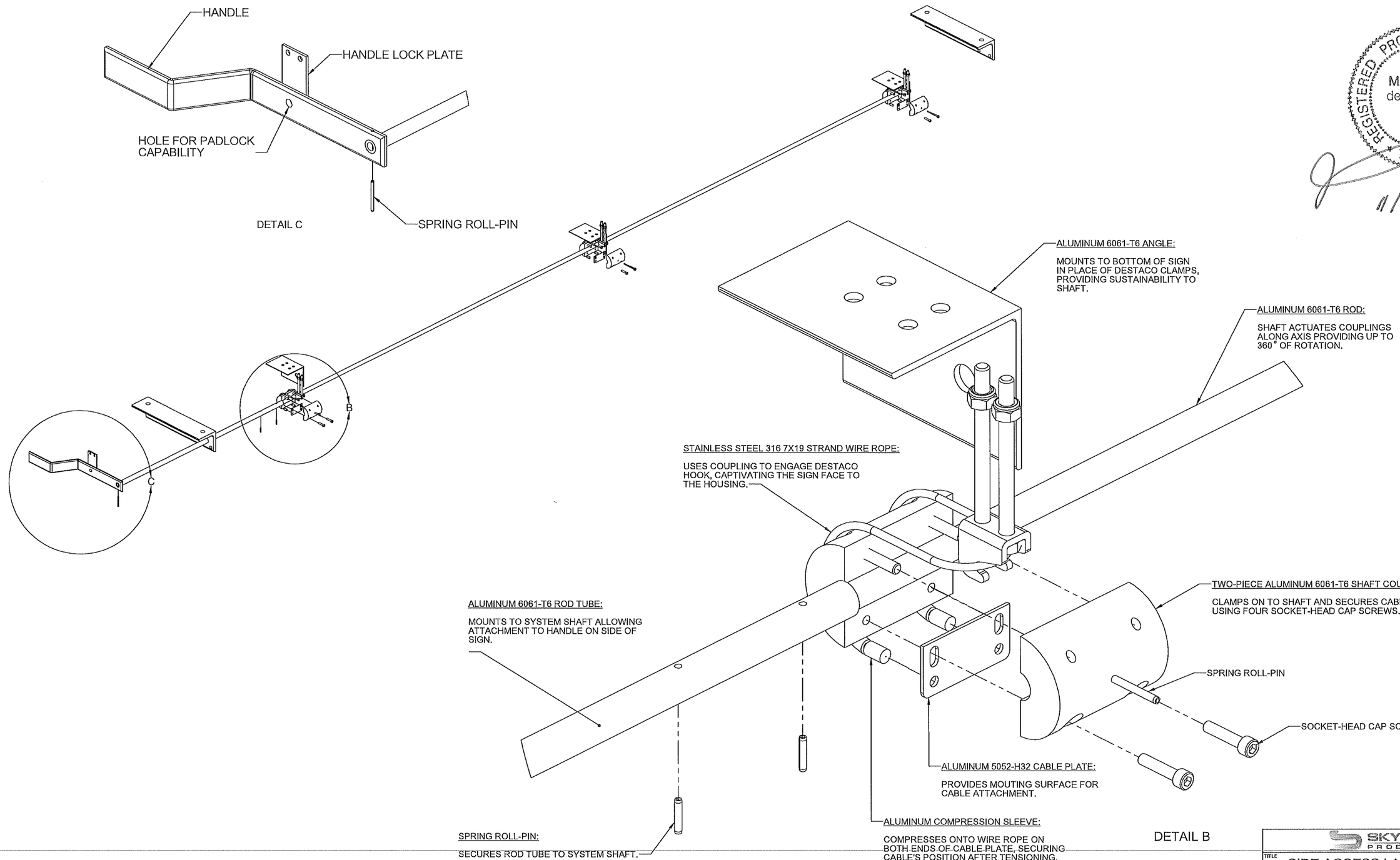
SKYLINE PRODUCTS

TITLE: SIDE ACCESS LATCH SYSTEM, SYSTEM FUNCTION, PRELIMINARY CONCEPT SKETCH

SIZE: D | DWG NO: CONCEPT | REV 02

SCALE | SHEET 1 OF 3

D	DWG No. CONCEPT	REV 02



REGISTERED PROFESSIONAL ENGINEER
MARTIN L. de la ROSA
12808
IOWA
11/4/09

SKYLINE PRODUCTS

TITLE: SIDE ACCESS LATCH SYSTEM, SYSTEM FUNCTION, PRELIMINARY CONCEPT SKETCH

SIZE	DWG NO:	REV
D	CONCEPT	02
SCALE	SHEET 2 OF 3	

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March 16, 2026

City of Dubuque
City Council

ACTION ITEMS # 6.

ITEM TITLE: Dubuque Fire Department Ladder Truck 4 Push In Ceremony Video

SUMMARY: Staff from the Communications Office will show a video featuring the Dubuque Fire Department's push-in ceremony at Station #4 for the new ladder truck. The video can also be seen on the City's YouTube Channel at https://youtube.com/shorts/UyfmzjEiPZM?si=zxfOJoL2ItcZuqi1

SUGGUESTED DISPOSITION: Receive and File; Video

ATTACHMENTS:
None

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March 16, 2026

City of Dubuque
City Council

CLOSED SESSION #

ITEM TITLE: Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

SUMMARY:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None