



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
May 18, 2026 at 6:30 PM

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www.cityofdubuque.org/media and broadcast on CityChannel Dubuque
Mediacom cable channel 8 and ImOn channel 5.**

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ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM - Spring 2026 iJAG City Life & City Life Alumni Program Presentation and Recommendations

High School students and Adult City Life alumni will present and share their program experiences, discuss insights gained about local government and community, and provide feedback and recommendations.

6:00 PM - Community Foundation Contracted Service Agreement Update

Community Foundation of Greater Dubuque Staff will present updates on its programs supported by the FY26 City Contracted Service Agreements: Envision Dubuque and Project HOPE.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. **Recognition of Zoning Advisory Commissioner for 32 Years of Service**
Planning Services Director Wally Wernimont will recognize Zoning Advisory Commissioner Martha Christ for her 32 years of service on the Zoning Advisory Commission. Christ's term is set to expire on July 1, 2026.

PROCLAMATIONS

1. **Public Works Week Proclamation (May 17- 23)**
On behalf of the Public Works Department.
2. **National Mississippi River Day (June 2, 2026)**
On behalf of the Shalom Spirituality Center and Franciscan Land Justice Team.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
City Council Proceedings of April 6, 7, 9, 13, 15, 16, 20, 21, 22, 28, 2026 and May 4 and 12, 2026; Housing Commission of January 27, 2026; Zoning Advisory Commission of April 1, 2026; Proof of Publication for City Council Proceedings of April 6, 7, 9, 13, 15, 16, 20, 21, 22, 2026; Proof of Publication for Expenditures Reports presented at the April 6, 2026, meeting
Suggested Disposition: Receive and File
2. **Notice of Claims and Suits**
Donald Boyle for Vehicle Damage; Thomas Mercer for Property Damage
Suggested Disposition: Receive and File; Refer to City Attorney
3. **Disposition of Claims**
City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool:
Thomas Mercer for Property Damage
Suggested Disposition: Receive and File; Concur
4. **Approval of City Expenditures**
City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
Suggested Disposition: Receive and File; Adopt Resolution(s)
5. **Signed Contracts**
Des Moines Area Community College for Education to Health care students;

Eastern Iowa Asphalt Maintenance for Vendor Service Agreement; Miovision Sole Source for Central Management Software; Mobotrex Sole Source for Traffic Signal Pedestrian Buttons; United Leak Detection for Vendor Service Agreement; Communication Engineering Company for Vendor Service Agreement; Racom for Vendor Service Agreement; Fred Jackson Tuckpointing for Vendor Service Agreement; Fire recovery USA, LLC for Service Agreement; Trane USA Inc. for Public Improvement Contract; FEH Design for Fire Headquarters Bunkroom and Bathroom Remodel; Central Tank Coatings for Public Improvement Contract; Origin Design Co. for Roof and HVAC Replacement; Neztrop, LLC for Second Amendment Lease Agreement; CEC Communication Engineering Company for Master Services Agreement; Midwest Concrete, Inc. for Public Improvement Contract; McDermott Excavating for Streetlight removal and replacement; Grand River Center for City Council Goal Setting; GoTo Technologies USA, LLC for Services Order; Fischer Bros. LLC for Public Improvement Contract

Suggested Disposition: Receive and File

6. Dubuque Earns 2025 Tree City USA Recognition

The Arbor Day Foundation named Dubuque a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

Suggested Disposition: Receive and File

7. Crescent Community Health Center Letter of Support

City Manager submitting a letter to support Crescent Community Health Center's application and committing to partnering to ensure data-driven insights lead to action, action leads to access, and access leads to measurable cancer outcomes.

Suggested Disposition: Receive and File; Approve

8. Housing Commissioner Appointment of Liaison to the Long-Range Planning Advisory Commission

Housing Commission recommending City Council approval to appoint Commissioner Cathy Dickens as the Housing Commissioner Liaison to the Long Range Planning Advisory Commission with a term expiration date of August 17, 2027.

Suggested Disposition: Receive and File; Approve

9. Certified Lists — EMS Field Supervisor and Deputy Fire Chief

Civil Service Commission submitting the certified lists for the positions of EMS Field Supervisor and Deputy Fire Chief.

Suggested Disposition: Receive and File; Make Matter of Record

10. Fiscal Year 2027 Iowa Governor's Traffic Safety Bureau (GTSB) Grant

City Manager recommending City Council approval to receive FY 2027 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds of \$17,000.

Suggested Disposition: Receive and File; Approve

11. Community Development Block Grant (CDBG) FY26 Annual Action Plan

Amendment #2

City Manager recommending City Council approve the FY2026 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

RESOLUTION Adopting the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2.

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

12. Dubuque Law Enforcement Center Space and Feasibility Study Recommendation

City Manager recommending City Council approval to proceed with Legat Architects (in partnership with McClaren, Wilson, and Lawrie) with a cost of \$92,500 to conduct the Dubuque Law Enforcement Center Space and Feasibility Study.

Suggested Disposition: Receive and File; Approve

13. 22-IA RAISE Infrastructure Planning Grant Agreement Amendment No. 1

City Manager recommending City Council approve and authorize the Mayor to execute Amendment No. 1 to the Grant Agreement between the City, the Iowa DOT, and the FHWA for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the B2E2 project.

RESOLUTION Approving Grant Agreement Amendment No. 1 with the U.S. Department of Transportation for the Awarded Raise Infrastructure Planning Grant

Suggested Disposition: Receive and File; Approve

14. Vacating Petition - Kellhoff Properties, LLC, Plat of Survey of Lots 521A, 522A, 523A, 524A of North Dubuque

City Manager recommending approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain alley right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

RESOLUTION Approving Plat of Proposed Vacated 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City of Dubuque, Iowa

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

15. Gronen Development, Inc., Mixed-use Building Project at the Corner of West 5th and Main Streets Agreement

City Manager recommending City Council approval of the Plat of Survey consolidating Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be hereinafter known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, pursuant to a Development Agreement with Gronen Development, Inc. (Gronen) and be signed by the Mayor and City Clerk to consolidate two existing City owned lots.

RESOLUTION Approving the Plat of Survey (Consolidation) of Block 17 in

Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa

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

16. Rescind Asbury, Carter & Chaney Traffic Signal Improvement Project

City Manager recommending City Council adopt the resolution rescinding Resolution No. 135-26 thereby canceling the current public bidding process for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

RESOLUTION Rescinding Resolution No. 135-26 Which Provided Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Asbury, Carter, and Chaney Traffic Signal Improvement Project

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

17. Iowa Department of Natural Resources (IDNR) Land Recycling Program - Dodds and Sinclair Sites

City Manager providing information for the enrollment of the Dodds and Sinclair Sites in Iowa Department of Natural Resources Land Recycling Program.

Suggested Disposition: Receive and File

18. Support for Workforce Housing Tax Credit Applications for Downtown Housing Development

City Manager recommending City Council approval of the individual resolutions of support for Workforce Housing Tax Credit Applications to the Iowa Economic Development Department being submitted by multiple developers for redevelopment of five properties in Dubuque.

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By 1301 Central, LLC

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Dubuque and Jackson County Habitat For Humanity

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

19. Accepting the Deed to Certain Real Estate in Dubuque, County, Iowa from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust

City Manager recommending City Council accept the Deed to certain real property in Dubuque County, Iowa, at 2300 University Avenue from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust.

RESOLUTION Accepting the Deed to Certain Real Estate in Dubuque County, Iowa from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust

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

20. Final Plat of Sky Blue Estates #3

City Manager recommending City Council approval of the resolution for the Final Plat of Sky Blue Estates #3 as it is in compliance with the City of Dubuque's Unified Development Code and the City's policy for sustainability points when receiving public assistance.

RESOLUTION Authorizing Approval of the Final Plat of Sky Blue Estates #3 in the City of Dubuque, Iowa

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

21. 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)

22. Approval of Retail Tobacco Permit and Device Retailer Permit Applications

City Manager recommending City Council approval of the 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. Private Lead Service Line Replacement Project Pilot Program - Phase 2

City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$3,320,000.00 for the Private Lead Service Line Replacement Pilot Program - Phase 2 (CIP No. 4281000050), set the public hearing date of June 1, 2026, and hereby authorize the Water Department to advertise the project for public bidding. Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

RESOLUTION To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Lead Service Line Replacement - Phase 2 Project, and the Taking of Bids Therefor

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

2. Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street and Walker Street for Vacating Petition (Agreement between City of Dubuque and Kellhoff Properties, LLC)

City Manager recommending City Council set a public hearing for June 1, 2026, for

the vacation of and disposal of city interest in the alley right of way property described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, through adoption of the enclosed resolution.

RESOLUTION Intent to Vacate and Dispose of the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

3. Petition to Vacate Certain Street Right of Way Easements in Julien Addition, from Property Owners Reiss and Blong, Fondell and Hemesath

City Manager recommending City Council set a public hearing for June 1, 2026, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street), Thomas J. and Jean M. Fondell (of common address 2570 Shiras Avenue), and Ross G. and Julie A. Hemesath (of common address 2630 Shiras Avenue) for the vacating of certain street right of way easements in Julien Addition, in the City of Dubuque, Iowa.

RESOLUTION Intent to Vacate and Dispose of City Interest in Certain Street Easements in Julien Addition, City of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

4. Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project

City Manager recommending City Council grant preliminary approval of the construction plans and specifications; and establish June 1, 2026, as the date of the public hearing; estimated construction amount \$297,082.25; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project .

RESOLUTION Asbury, Carter, and Chaney Traffic Signal Improvement Project, Preliminary Approval of Plans, Specifications, form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

5. Southwest Arterial / US 52 ITS Corridor Project Initiate Public Bidding Process and Setting Date for a Public Hearing

City Manager recommending City Council grant preliminary approval of the construction plans and specifications; estimated construction amount of \$1,791,400.00 and establish June 1, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Southwest Arterial / US 52 ITS Corridor Project.

RESOLUTION Southwest Arterial / Us 52 Its Corridor Project, Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of

Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost;
And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

6. North Schmitt Island Collection System Project Contract 2

City Manager recommending City Council authorize the public bidding process and set a public hearing for June 1, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$155,000.00 for the North Schmitt Island Collection System Project – Contract #2

RESOLUTION North Schmitt Island Collection System Project – Contract #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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

7. MacHom Windows, LLC, Second Amendment Lease Agreement

City Manager recommending City Council set a public hearing on the Second Amendment for June 1, 2026, for the approval of the proposed Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC.

RESOLUTION Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC, and Providing for the Publication of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

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. Request to Rezone 1836 Washington Street

Proof of Publication on notice of public hearing to rezone the property at 1836 Washington Street from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial 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 at 1836 Washington Street (Pin 1024259008) from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial District

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

2. Unified Development Code Text Amendment for Community Gardens

Proof of Publication on notice of public hearing to Amend the Unified Development Code by Listing Community Gardens as a Permitted Use in all Office, Commercial, and Industrial Zoning Districts and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 of the City Of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-8 (OS), 16-5-9 (OC), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), 16-5-17 (CR), 16-5-18 (LI), 16-5-19 (HI), and 16-5-20 (MHI) by Adding Community Garden as a Principal Permitted Use.

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

3. River City Property Management, LLC Development Agreement and Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

Proof of Publication on notice of public hearing to approve a proposed Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for rehabilitation of property at 1255-1257 Locust Street and City Manager recommending approval.

RESOLUTION Approving A Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC for the Redevelopment of the Property at 1255-1257 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations

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

4. Fiscal Year 2026 Second Budget Amendment

Proof of Publication on notice of public hearing to amend the Current Budget for Fiscal Year Ending June 2026 and City Manager recommending approval.

RESOLUTION Amending the Current Budget for Fiscal Year Ending June 2026 (as last certified or amended on 10/20/2025)

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

5. Bee Branch Trail Project - Phase 3 (12th to 9th Street) Iowa DOT Project

Proof of Publication on notice of public hearing to approve the plans, specifications, form of contract and estimated cost for the Bee Branch Creek Trail Project – Phase 3 Project and City Manager recommending approval.

RESOLUTION Bee Branch Creek Trail Project – Phase 3, Iowa DOT TAP-U-2100(711)—8I-31, Approval of Plans, Specifications, Form of Contract, and Estimated Cost

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

6. Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents

Proof of Publication on notice of public hearing to approve the plans, specifications, form of contract, and estimated cost of \$290,972.00 for the Greyhound Park Road Water Main Loop Project and City Manager recommending approval.

RESOLUTION Greyhound Park Road Water Main Loop Project Approval of Plans, Specifications, Form of Contract, and Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

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

1. City Manager Recommendation to Appoint Assistant Chief of Police Joe Messerich as the Next City of Dubuque Chief of Police

City Manager providing an overview of the recruitment and evaluation process for the next Chief of Police and to recommend approval of the final candidate for appointment. This appointment requires approval by a majority vote of the City Council, in accordance with Iowa Code § 400.13(3), which states: "In cities under a council-manager form of government, the city manager shall make the appointments with the approval of the city council"

Suggested Disposition: Receive and File; Approve

2. Loras Boulevard & Locust Street Storm Sewer Reconstruction Project Award Public Improvement Contract

City Manager recommending City Council award the Public Improvement Construction Contract for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project to Gansen Excavating, Inc. in the amount of \$512,919.92 for both the Base Bid and Alternate No. 1, which is 8.0% below the revised estimate of probably cost.

RESOLUTION Awarding Public Improvement Contract for the Loras Boulevard & Locust Street Storm Sewer Reconstruction Project

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

3. Loras Boulevard Reconstruction and Repairs Project Award Public Improvement Contract

City Manager recommending City Council award the public improvement contract for the Loras Boulevard Reconstruction and Repairs Project to Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa in the amount of \$405,706.20. This contract award amount is 6.92% more than the engineer's estimate.

RESOLUTION Awarding Public Improvement Contract for the Loras Boulevard Reconstruction and Repairs Project

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

4. 2026 Public Works Asphalt Milling Profile Project Award Public Improvement Contract

City Manager recommending City Council award the public improvement contract for the 2026 Public Works Asphalt Milling Profile Project to WK Construction Co., Inc. of Middleton, Wisconsin in the amount of \$135,229.47. This award contract amount is 7.29% less than the engineer's estimate.

RESOLUTION Awarding Public Improvement Contract for the 2026 Public Works Asphalt Milling Profile Project

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

5. Ordinance Establishing Minimum Sanitary Sewer Charge for FY27

City Manager recommending City Council approval of the ordinance amending Section 13-2C-3(C) of the Code of Ordinances to adjust the minimum sanitary sewer charges by 9% in support of the adopted Fiscal Year 2027 Budget.

ORDINANCE Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2c-3(C)(7) Service Charge

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

6. Fire Cost Recovery Billing Ordinance

City Manager recommending City Council approval to advance a Fire Cost Recovery Ordinance, including the associated fee schedule for consideration.

ORDINANCE Amending the City Of Dubuque Code of Ordinances, Title 7, Chapter 2, Section 2, by Repealing Said Section and Enacting a New Section in Lieu Thereof Relating to the Recovery of Fire Department Mitigation Costs

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

7. Relocate Taxiway A - Combine Construction Phase 4 and Phase 6

City Manager recommending City Council approval to begin a multi-year effort to reconstruct Taxiway A, which serves as a parallel taxiway to Runway 13/31.

Suggested Disposition: Receive and File; Approve

8. Request for Qualifications - Fire Headquarters Bunkroom Remodel Consultant Selection

City Manager recommending City Council approval for the Fire Department to proceed with selection of FEH Design as the consultant for the Fire Headquarters Bunkroom and Bathroom Remodel project and to finalize the necessary professional services agreement and grant authorization to the City Manager to sign the Notice to Proceed.

Suggested Disposition: Receive and File; Approve

COUNCIL MEMBER REPORTS

CLOSED SESSION

**Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j)
Code of Iowa**

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE: 5:15 PM - Spring 2026 iJAG City Life & City Life Alumni
Program Presentation and Recommendations

SUMMARY: High School students and Adult City Life alumni will present
and share their program experiences, discuss insights gained
about local government and community, and provide
feedback and recommendations.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo Work Session for Spring 2026 iJAG City Life & City Life Alumni
Program Presentation and recommendation
2. Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session for Spring 2026 iJAG City Life & City Life Alumni Program
Presentation and recommendations

DATE: May 14, 2026

Community Impact & Neighborhood Support Director Antonio Mouzon is providing information for the May 18, 2026, 5:15 p.m. Work Session for Spring 2026 High School iJAG Students and Adult City Life Alumni to give a presentation on their experiences in the programs.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Antonio Mouzon, Community Impact & Neighborhood Support Director

TO: Michael C. Van Milligen, City Manager
FROM: Antonio J. Mouzon, Community Impact & Neighborhood Support Director
SUBJECT: Work Session for Spring 2026 iJAG City Life & City Life Alumni Program
Presentation and recommendations
DATE: May 13, 2026

INTRODUCTION

The purpose of this memorandum is to provide information for a work session for current iJAG high school students and adult City Life alumni on May 18, 2026 from 5:15 p.m. to 6:00 p.m.

High School students and Adult City Life alumni will present and share their program experiences, discuss insights gained about local government and community, and provide feedback and recommendations to City Council.

BACKGROUND

City Life was developed as a community engagement and civic learning initiative designed to increase understanding of local government, strengthen relationships between residents and City staff, and create intentional opportunities for transparency, trust-building, and meaningful civic participation. Through the program, participants engage directly with City departments, staff, community leaders, and local decision-making processes.

While both programs share a similar foundation centered around civic engagement, relationship-building, transparency, and exposure to local government, the student and adult City Life programs are designed with different outcomes and engagement pathways in mind.

The iJAG City Life program serves as a work-based learning experience focused on career exposure and workforce development opportunities within local government and the broader community. Through the program, students engage with City staff and community partners to learn about career pathways, job shadowing opportunities, internships, employment opportunities, leadership development, and ways to become involved in the community. The experience is intended to help students better understand potential career interests while also increasing their awareness of how local government impacts daily life and community well-being.

The Adult City Life program focuses on civic engagement and community leadership development by connecting residents to opportunities for ongoing involvement within the City of Dubuque. Participants learn about City operations, departments, services, and decision-making processes while exploring opportunities to serve on Boards and Commissions, participate in Neighborhood Associations, apply for employment opportunities, volunteer, and engage more actively with City initiatives and community efforts.

Participants across both programs consistently report increased confidence in engaging with local government, a stronger understanding of City services and processes, and a deeper sense of connection to the Dubuque community. The programs also continue to support the City's broader goals of strengthening relationships between government and residents by creating spaces for dialogue, accessibility, transparency, and authentic community engagement.

DISCUSSION

This memorandum is for City Life to present on Monday, May 18, 2026, from 5:15 p.m. to 6:00 p.m. to provide City Life participants with the opportunity to share directly with Council.

The presentation would include:

- Reflections from iJAG high school students and Adult City Life alumni regarding their experience in the program;
- Key lessons and takeaways participants gained about local government and civic engagement;
- Discussion on how the program shifted or strengthened their understanding of the community and their role within it;
- Recommendations and ideas participants would like to share with City Council related to communication, engagement, accessibility, and resident involvement.

This presentation would allow Council to hear directly from residents and students who spent significant time learning from City staff, engaging in community conversations, and building a deeper understanding of local government. It also highlights the City's continued commitment to civic engagement, youth leadership development, and creating authentic opportunities for residents to participate in local decision-making processes.

Creating space for participants to share their experiences publicly reinforces the value of relationship-centered engagement and demonstrates the impact of investing in civic education and community leadership development.

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE: 6:00 PM - Community Foundation Contracted Service Agreement Update

SUMMARY: Community Foundation of Greater Dubuque Staff will present updates on its programs supported by the FY26 City Contracted Service Agreements: Envision Dubuque and Project HOPE.

SUGGESTED DISPOSITION:

ATTACHMENTS:

1. CMB Memo Work Session – Community Foundation Contracted Service Agreement Update
2. Staff Memo
3. Presentation



TO: The Honorable Mayor and City Council Members

FROM: Crenna M. Brumwell, City Attorney

SUBJECT: Work Session – Community Foundation Contracted Service Agreement Update

DATE: May 12, 2026

Economic Development Director Jill Connors is providing information on the work session scheduled for May 18, 2026, from 6:00 – 6:30 p.m. for the Community Foundation of Greater Dubuque staff to present updates on its programs supported by FY26 City Contracted Service Agreements (Envision Dubuque and Project HOPE).

CMB:sv

Attachment

cc: 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: Crenna M. Brumwell, City Attorney

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Work Session – Community Foundation Contracted Service Agreement Update

DATE: May 12, 2026

Community Foundation of Greater Dubuque staff to present updates to City Council on its programs supported by FY26 City Contracted Service Agreements (Envision Dubuque and Project HOPE) at a work session on May 19, 2025 from 6:00 – 6:30 PM.



Dubuque City Council Presentation

May 18, 2026

Economic Mobility & Civic Engagement

Partnership Driving Impact

- Over a decade of partnering
- Since 2023, City investments have helped:
 - Bring in \$1.6 million in related grants
 - Create an \$8 million impact investing fund
- Leveraging collective work to multiply impact

Agenda

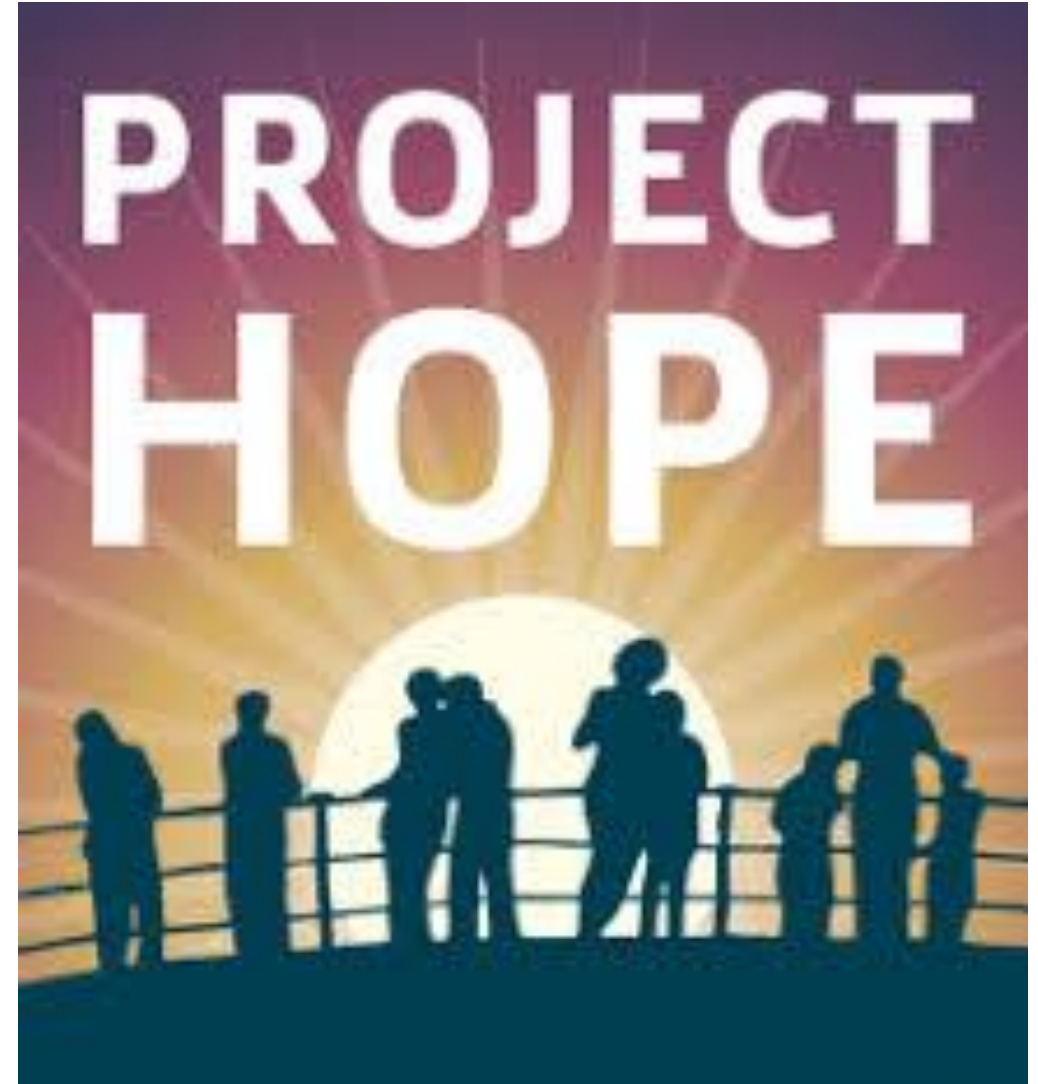
- Project HOPE
 - City Partnership
 - Data Walks
 - Affordable Housing
- Better Together Committee
 - Subcommittee work
- Envision Dubuque
 - Envision 2030 updates
 - Other community efforts



Project HOPE

Project HOPE

- Collaboration of local nonprofits, government staff, and residents
- Economic mobility & poverty reduction
- Data and research
- Partnership

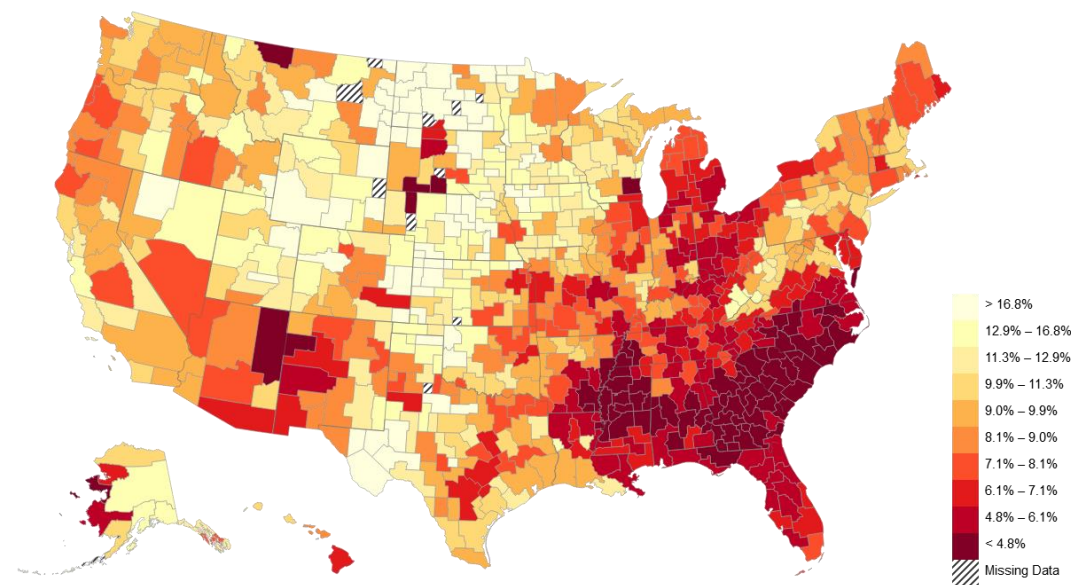


City Partnerships

- Following EPR&P Plan, Project HOPE worked closely with Office of Shared Prosperity
- Now in close communication with Office of Community Impact & Neighborhood Support
- Supporting the City with Economic Mobility initiative
 - Leveraging Project HOPE so that we don't need to recreate collective impact efforts

Data Walk - 2025

- Economic Mobility
- Raj Chetty, Professor of Economics at Harvard University
- Data on economic mobility for different communities



Economic Mobility

Household income
at age 27 for
children born in
1978 to low-income
parents (25th
percentile income)

All counties

*Source: Opportunity
Atlas, County &
Metro Mobility
Trends, Opportunity
Insights and U.S.
Census Bureau,
opportunityatlas.org*

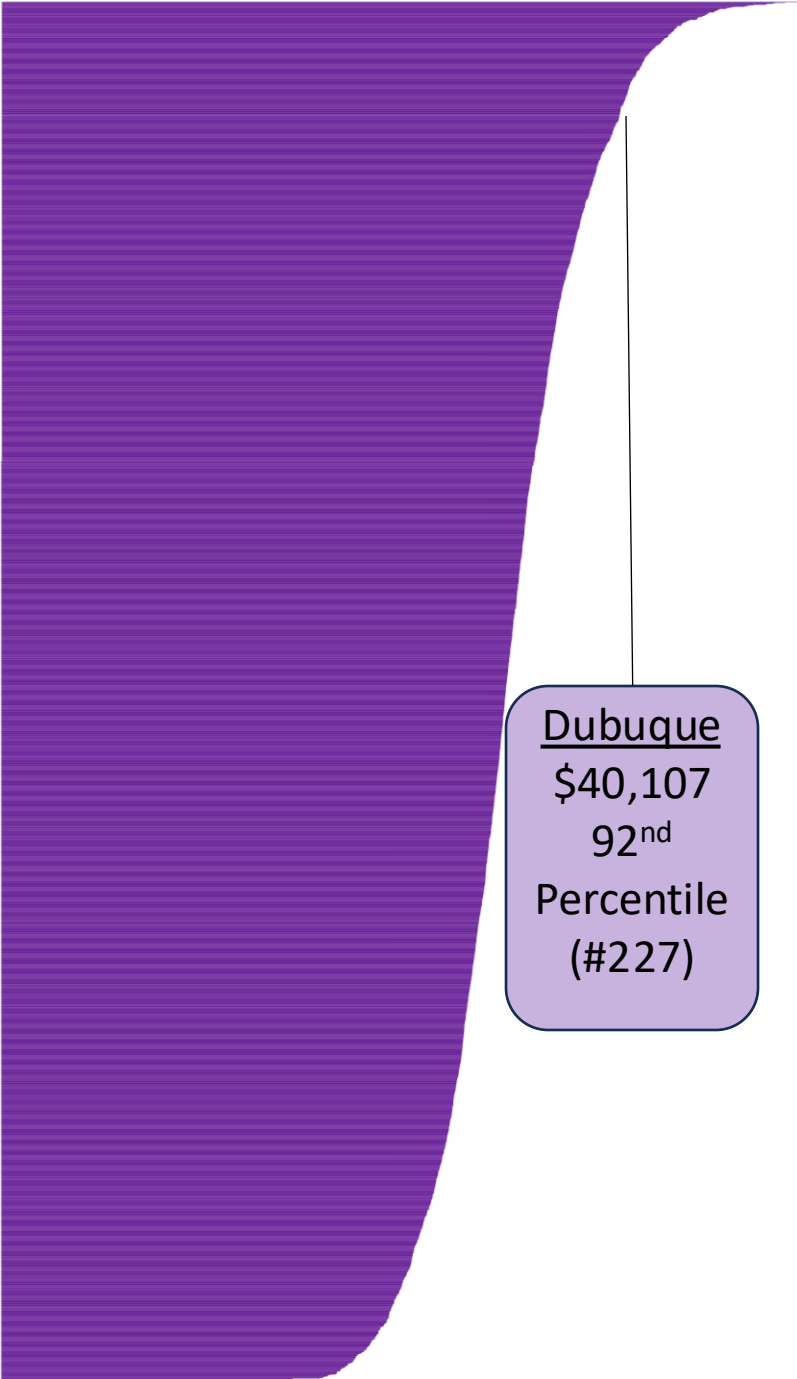


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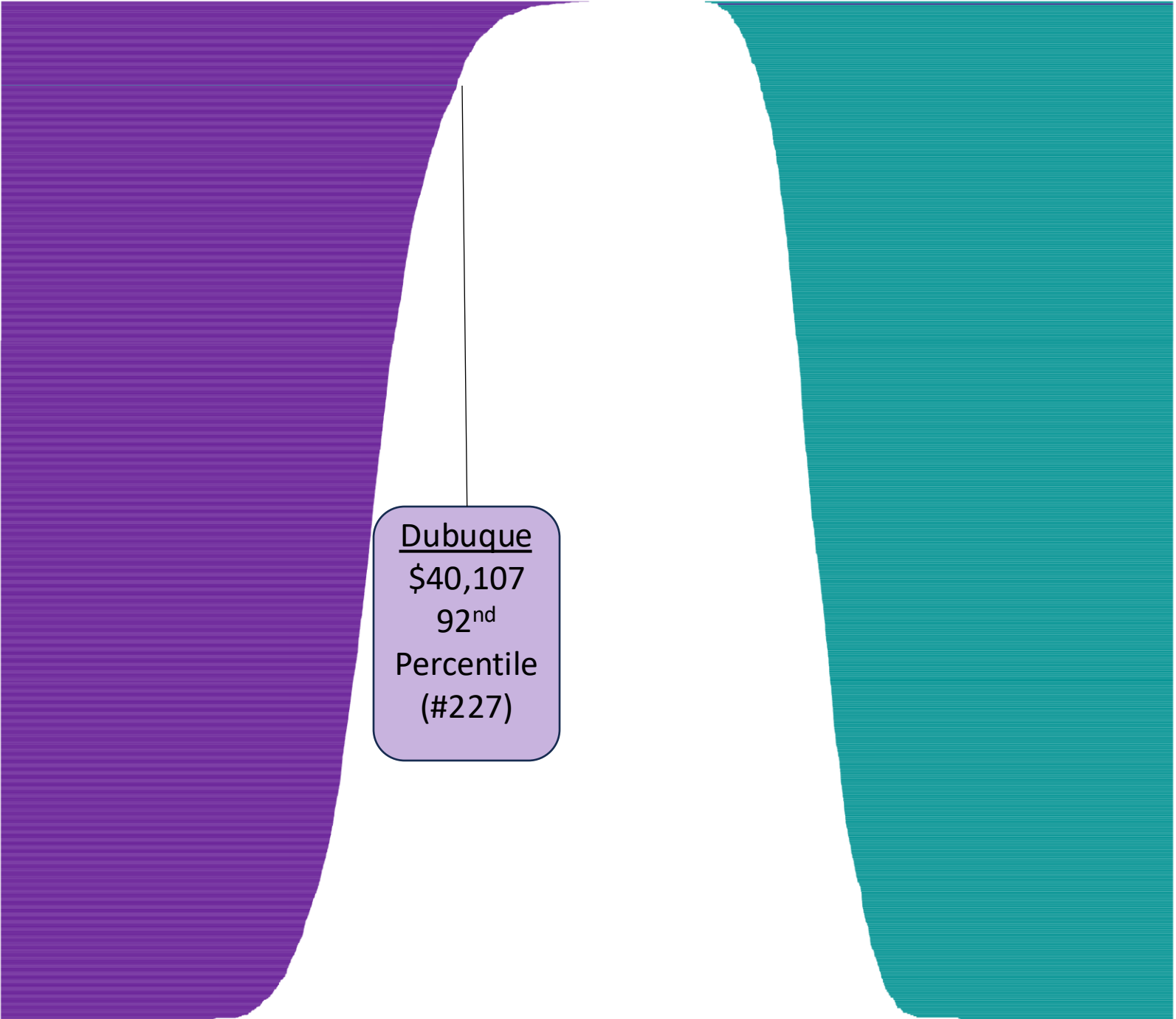


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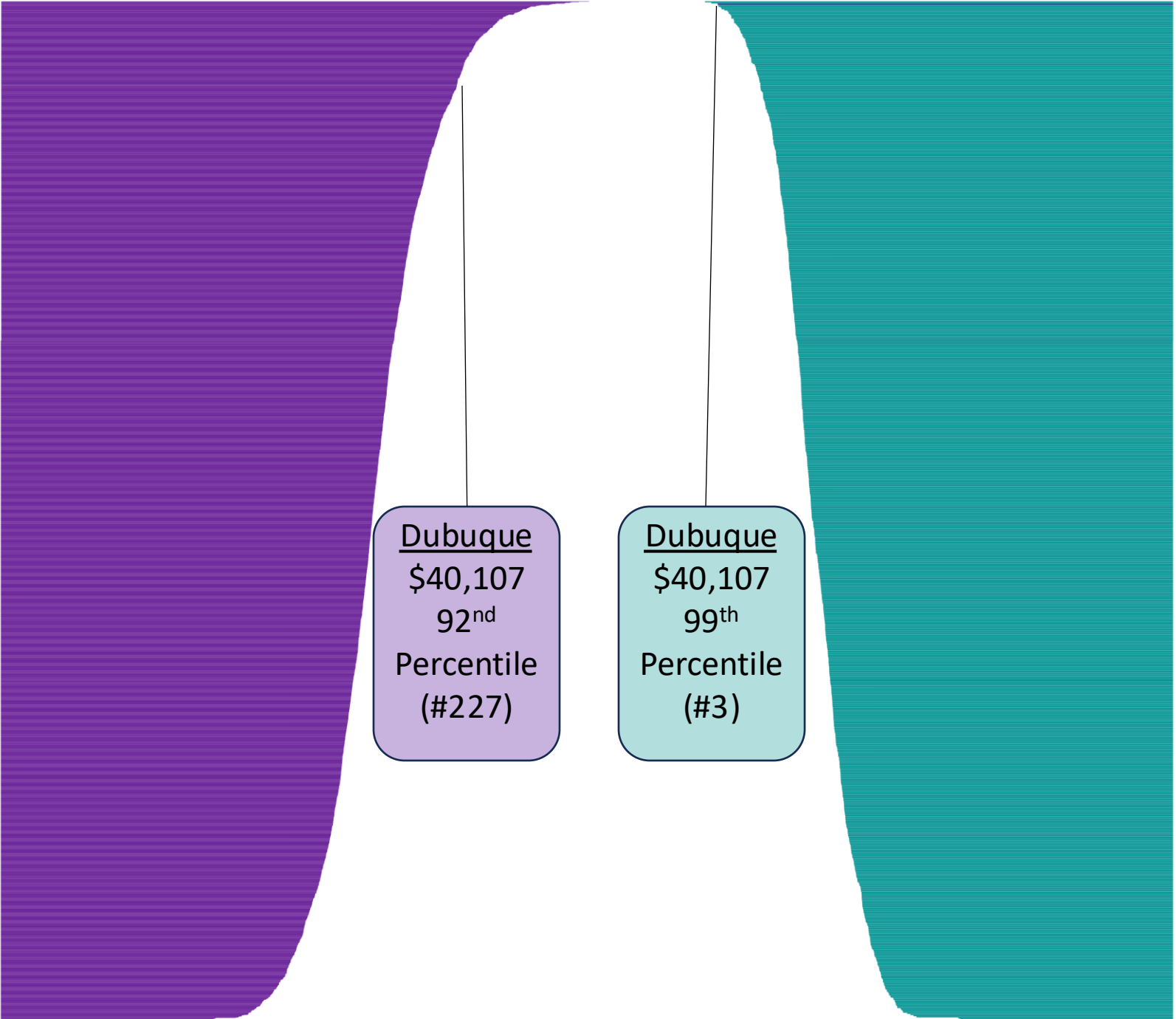
**Counties with a
population of at
least 60,000**

Economic Mobility

Household income
at age 27 for
children born in
1978 to low-income
parents (25th
percentile income)

All counties

Source: Opportunity
Atlas, County &
Metro Mobility
Trends, Opportunity
Insights and U.S.
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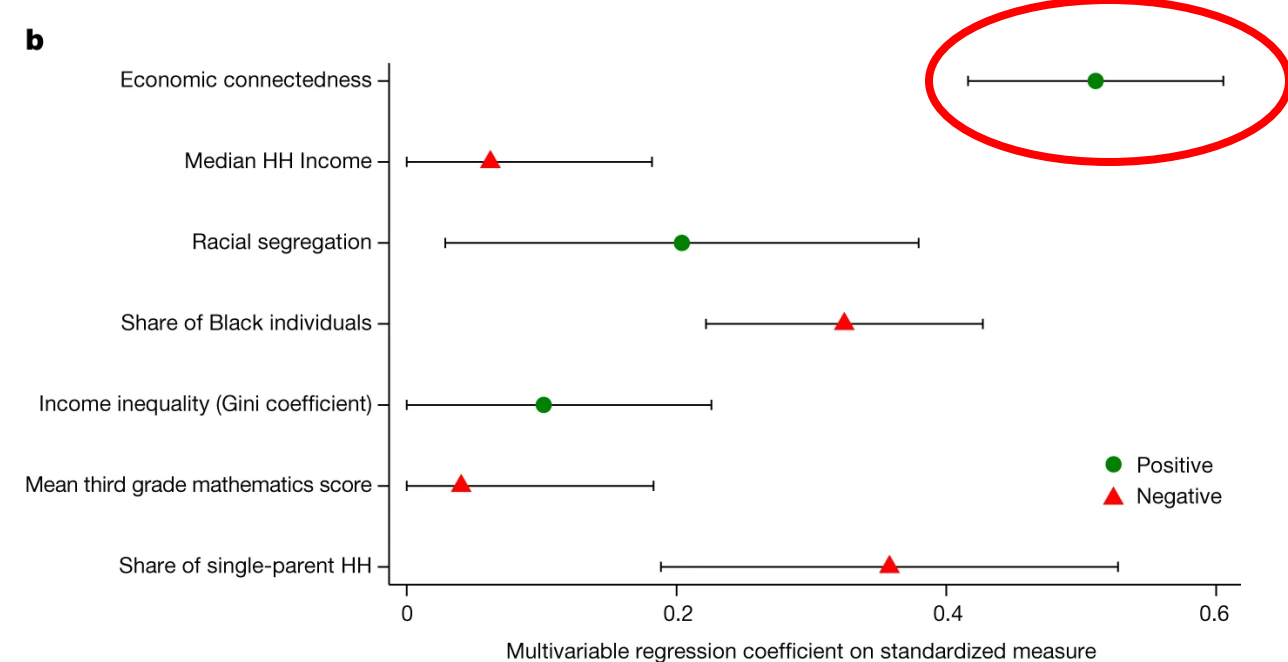
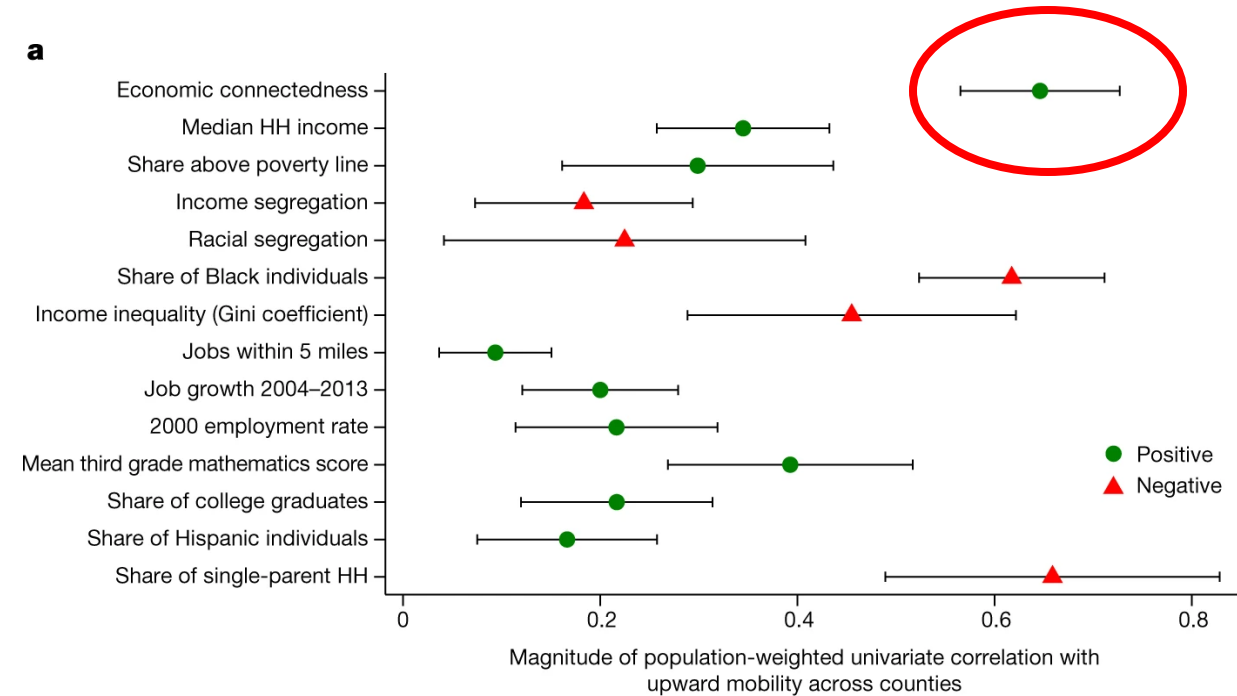
**Counties with a
population of at
least 60,000**

Economic Connectedness

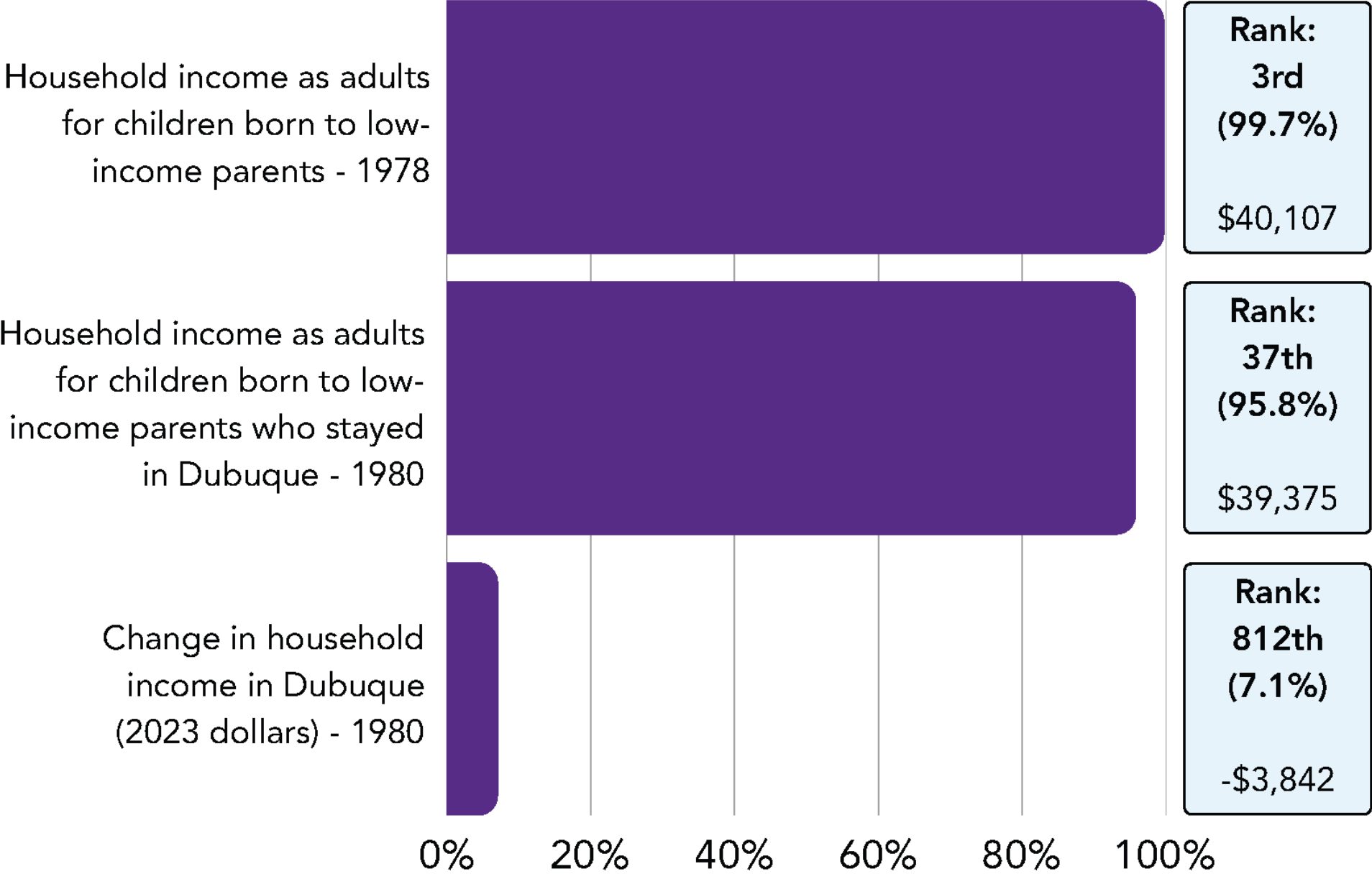
- Social Capital
- Are people with low socioeconomic status connected to people with high socioeconomic status?

Country-level correlations between upward income mobility and neighborhood characteristics

Chetty, Raj, Matthew O.Jackson, Theresa Kuchler, Johannes Stroebe, Nathaniel Hendren, Robert B. Fluegge, Sara Gong, Federico Gonzalez, Armelle Grondin, Matthew Jacob, et al. 2022. "Social Capital I: Measurement and Associations with Economic Mobility." *Nature*, 608(7921): 108–121. <https://doi.org/10.1038/s41586-022-04996-4>



National Rank (Percentile) for Dubuque County (60k+ Population)



Data Walk - 2026

- Affordable housing
- Homelessness
- Rent and utilities
- Bringing new data to the conversation

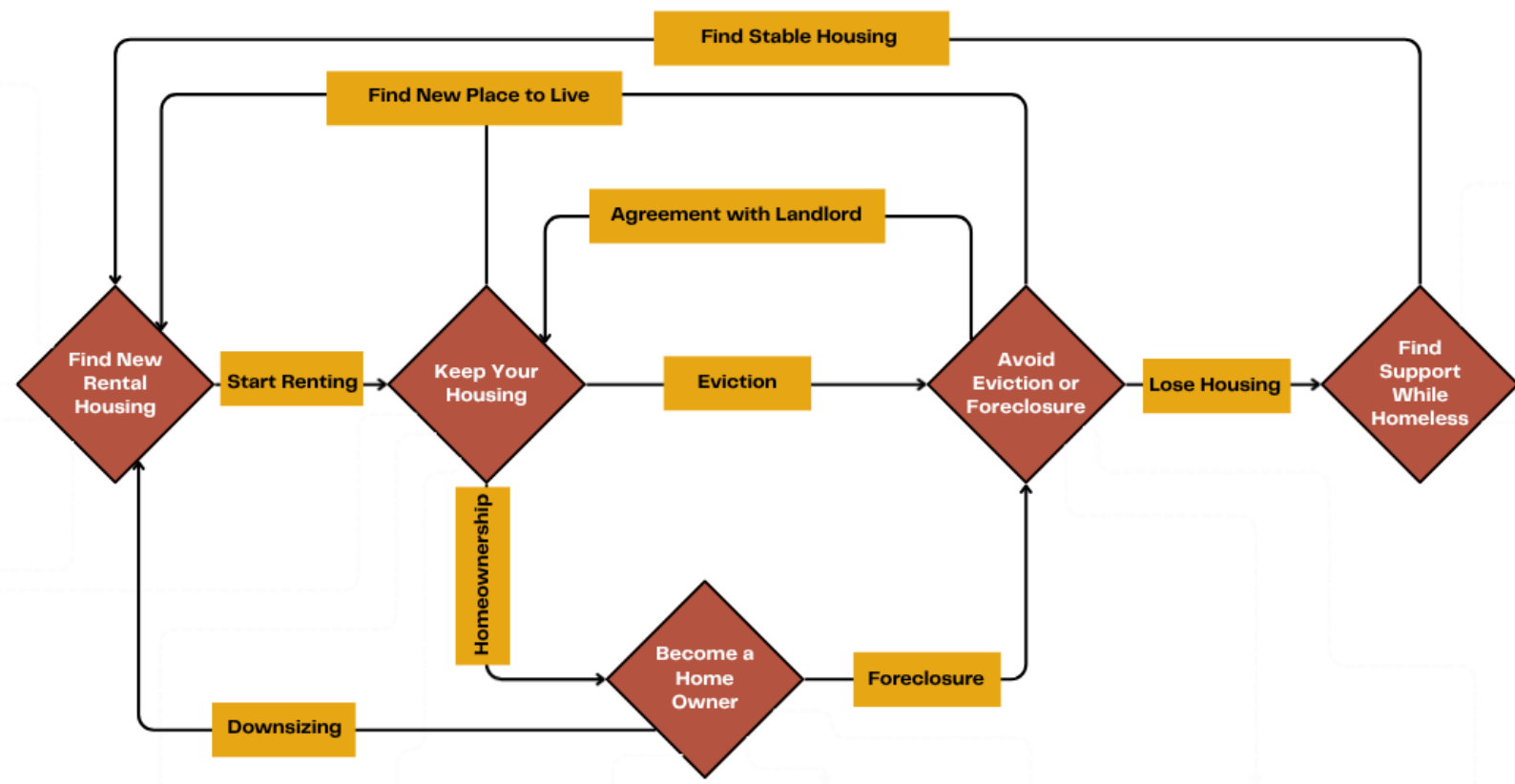


Affordable Housing

- New data on evictions
- Coordination of housing support
- Mapping the affordable housing and homeless support system

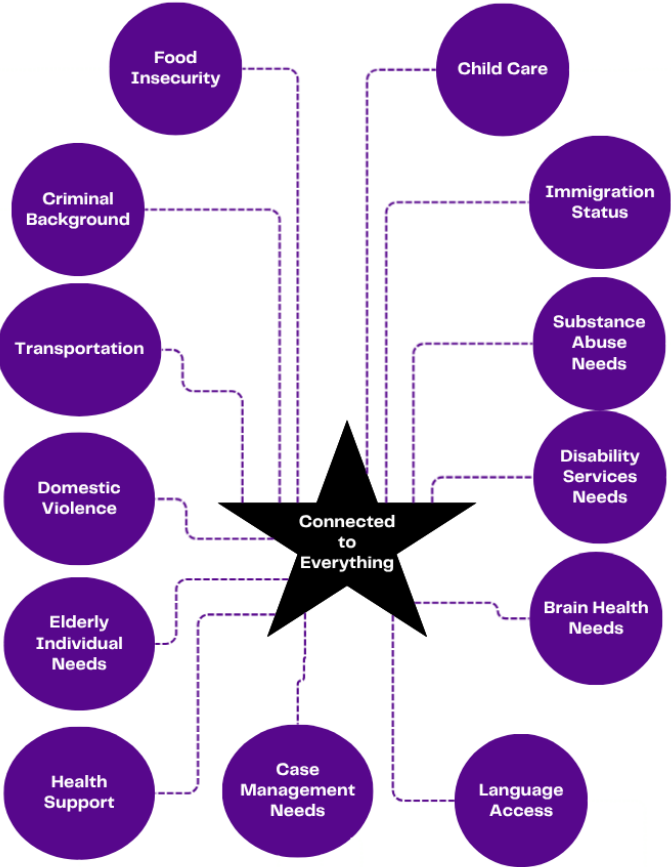
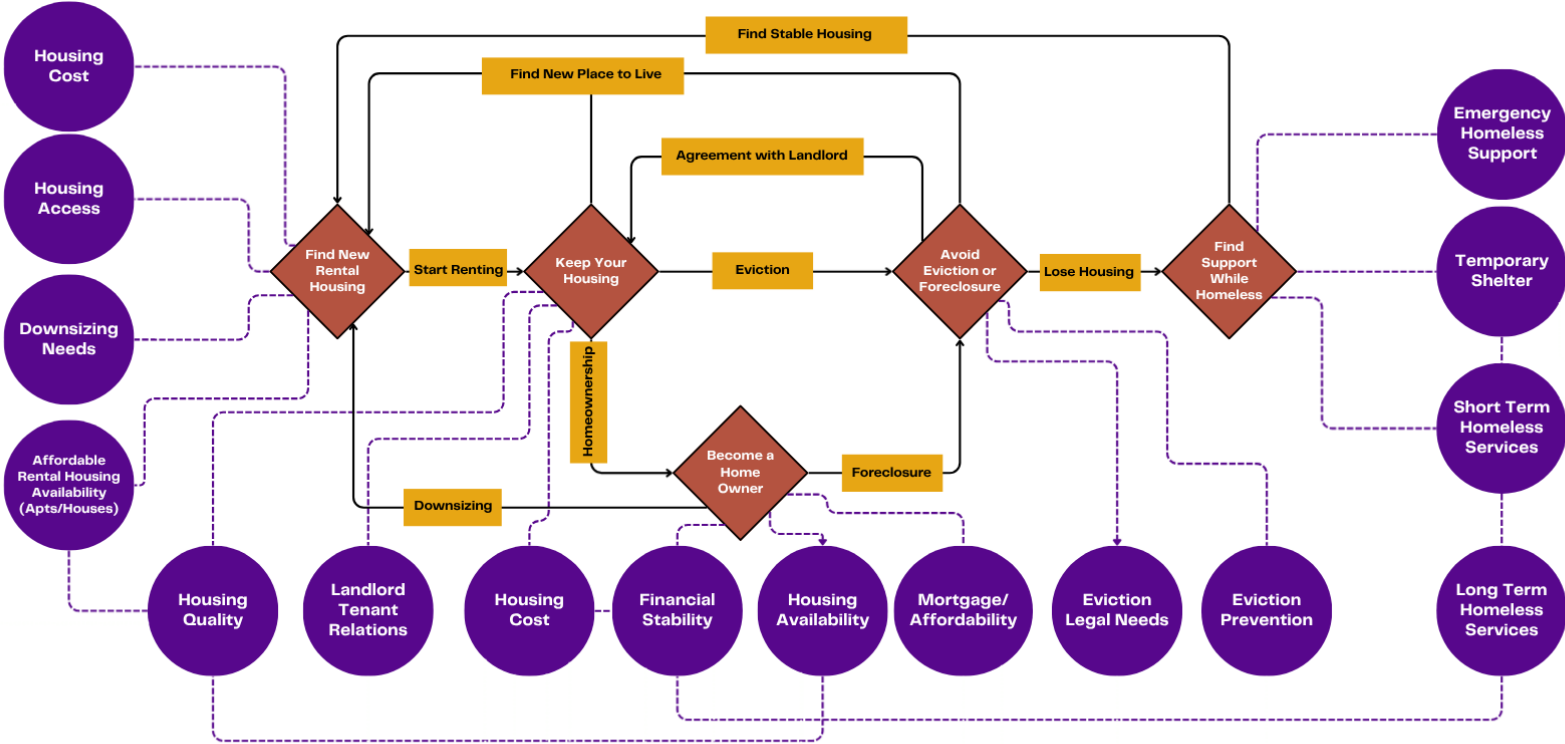
Project HOPE – Affordable Housing and Homelessness Systems Map

Updated 4/27/2026

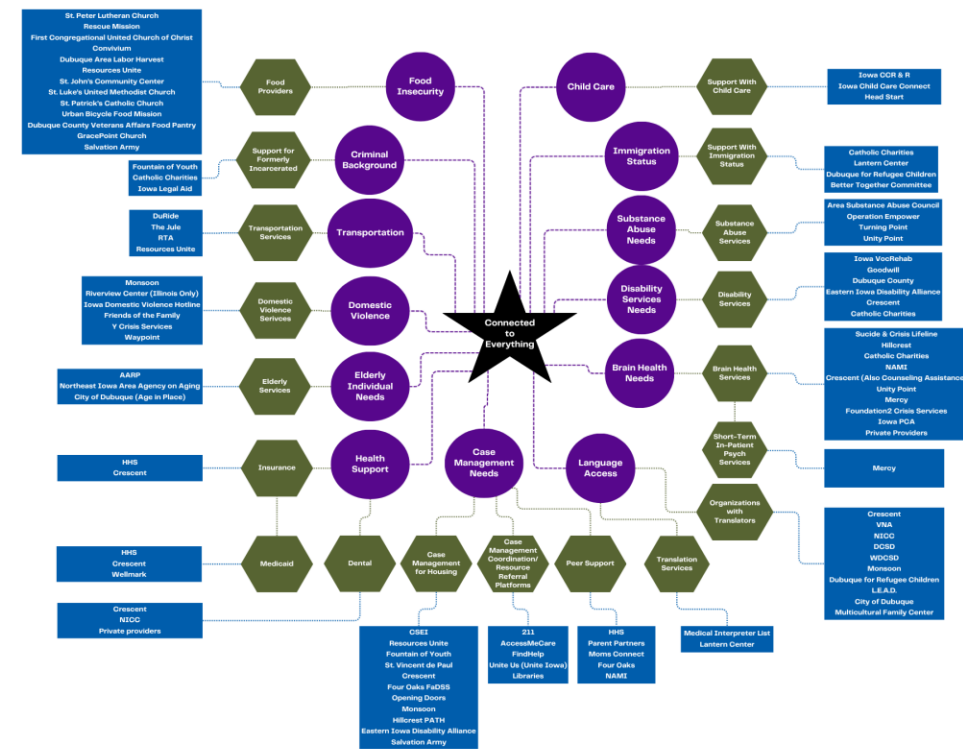


Project HOPE – Affordable Housing and Homelessness Systems Map

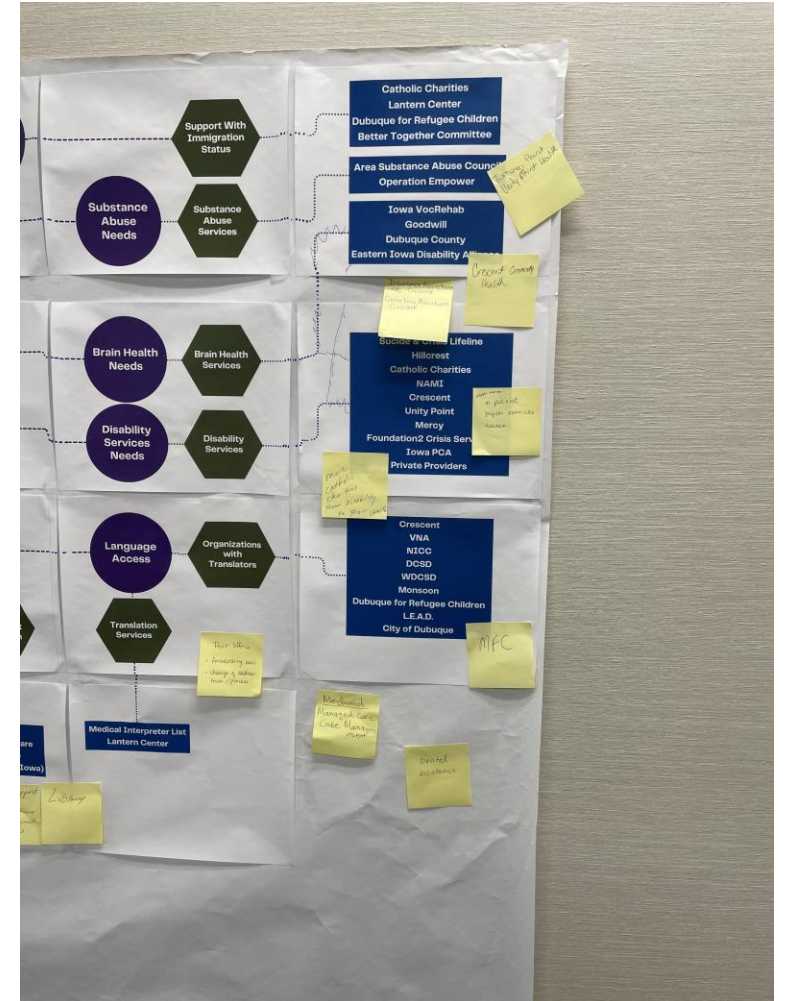
Updated 4/27/2026



Updated 4/27/2026



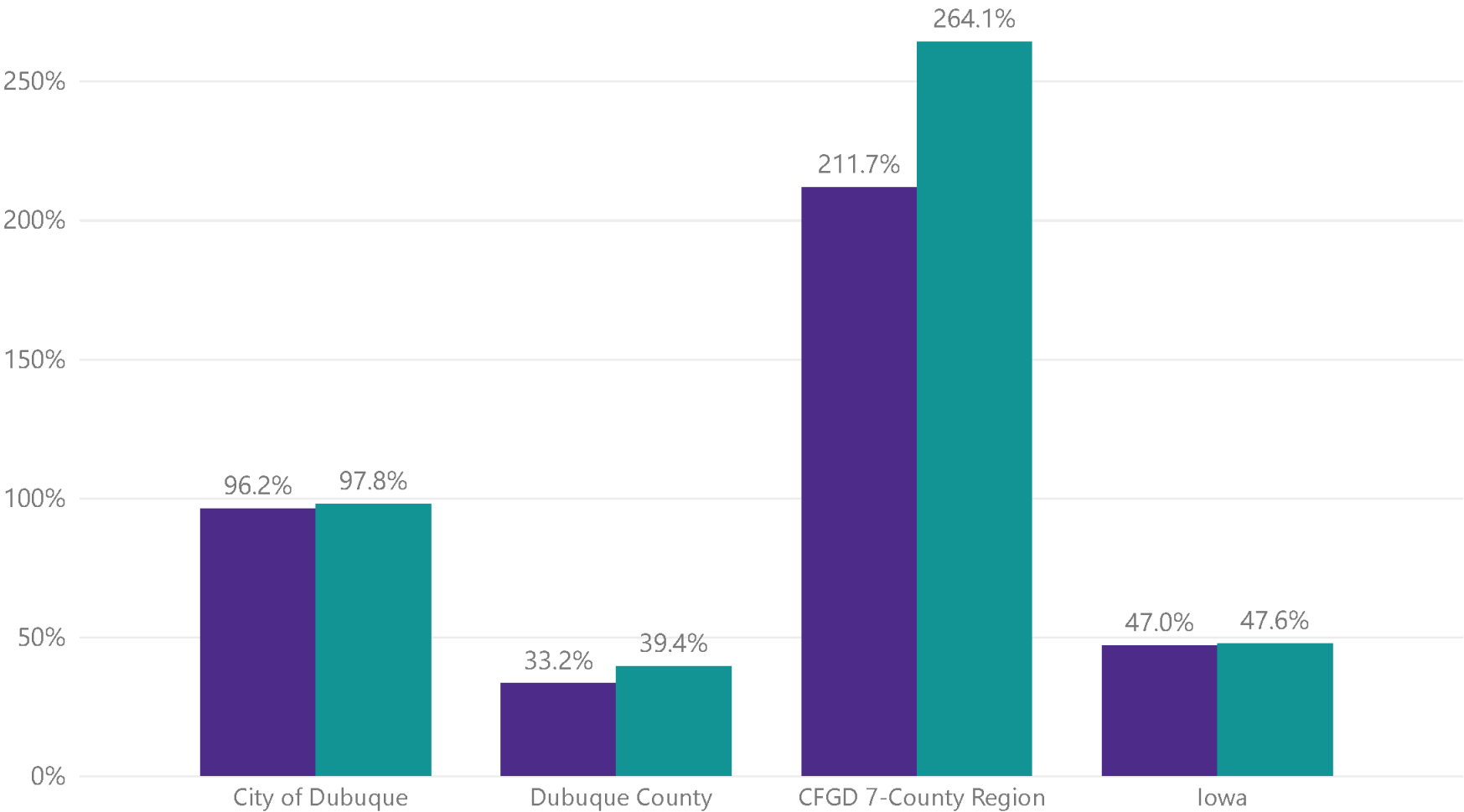
A vertical photograph showing a large steel truss bridge spanning a river. In the background, there are industrial buildings and a city skyline. The foreground shows some greenery and a building with a sign that says "PAPER".



Better Together Committee and Food Provider Network

Percent of Population Growth Between 2010 and 2024 Attributed to Growth in the Foreign-born Population and Native Children with a Foreign-born Parent

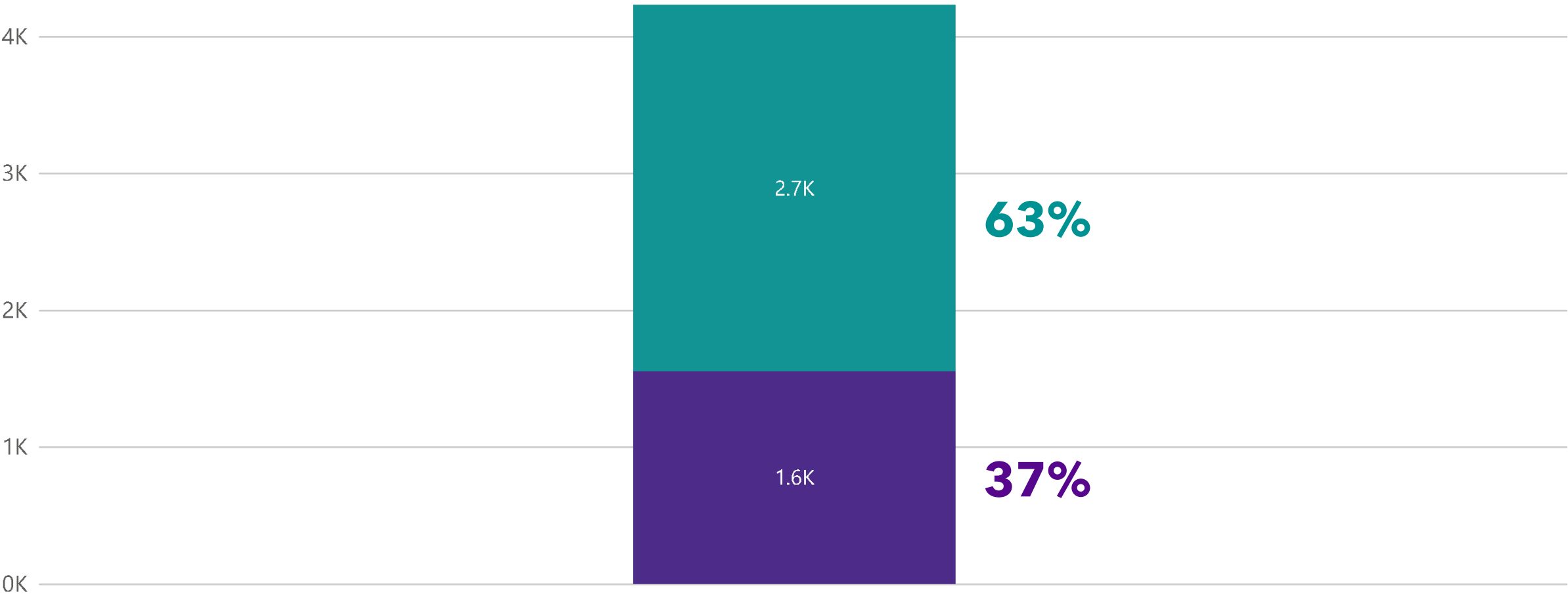
Year ● 2023 ● 2024



Source: U.S. Census, American Community Survey, 5-Year Estimates, 2024 and 2010

Change in Number of Workers Between 2010 and 2025 - Dubuque County

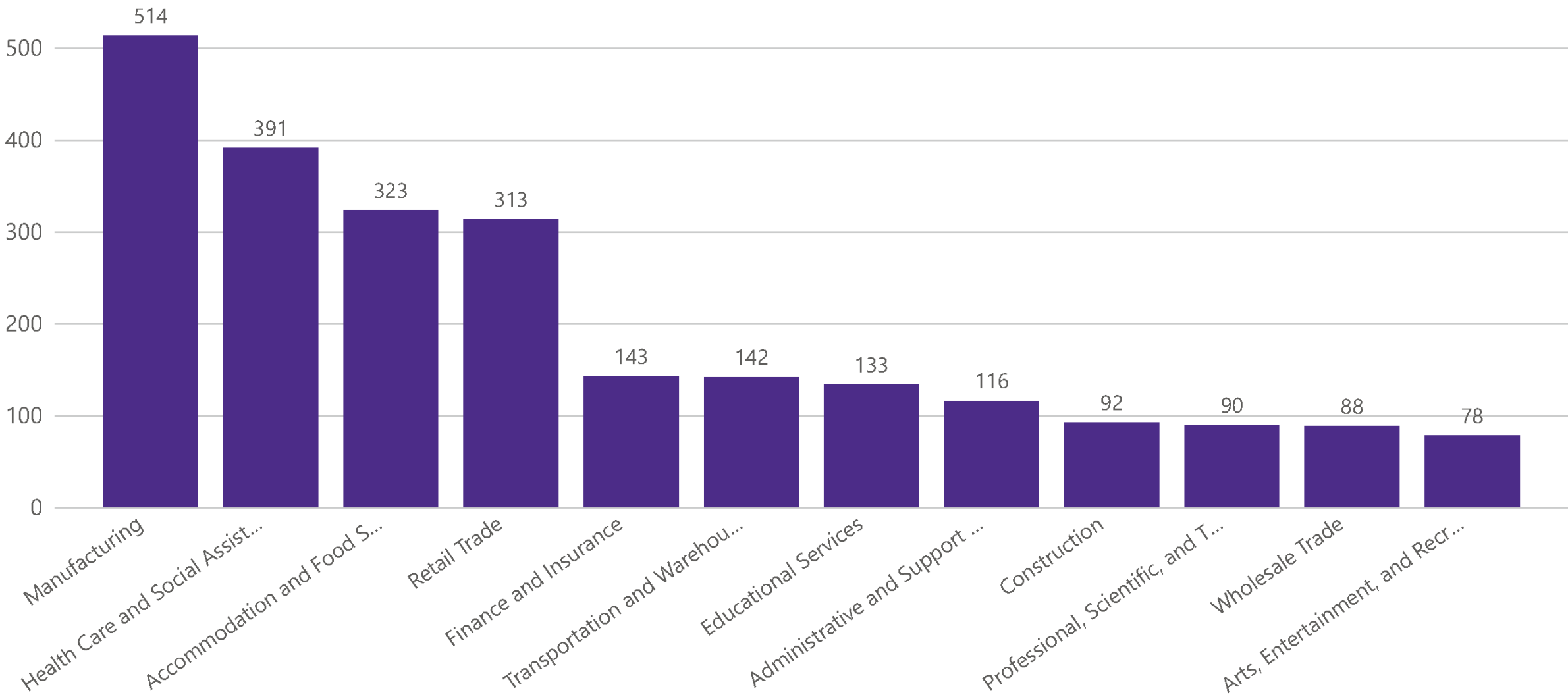
Immigrant ● Foreign Born ● Native Born



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2025
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

Number of Immigrant Workers in Dubuque County - 2025

Industries with at least 50 workers



Source: Quarterly Workforce Indicators (QWI) dataset, U.S. Census, Q1 1999 - Q2 2025
Analysis combined with Data from the U.S. Census Bureau's American Community Survey 5-Year Estimates

Losing these workers...

514 Manufacturing Employees:

- 127% of Simmons Pet Food

391 Health Care and Social Assistance Employees:

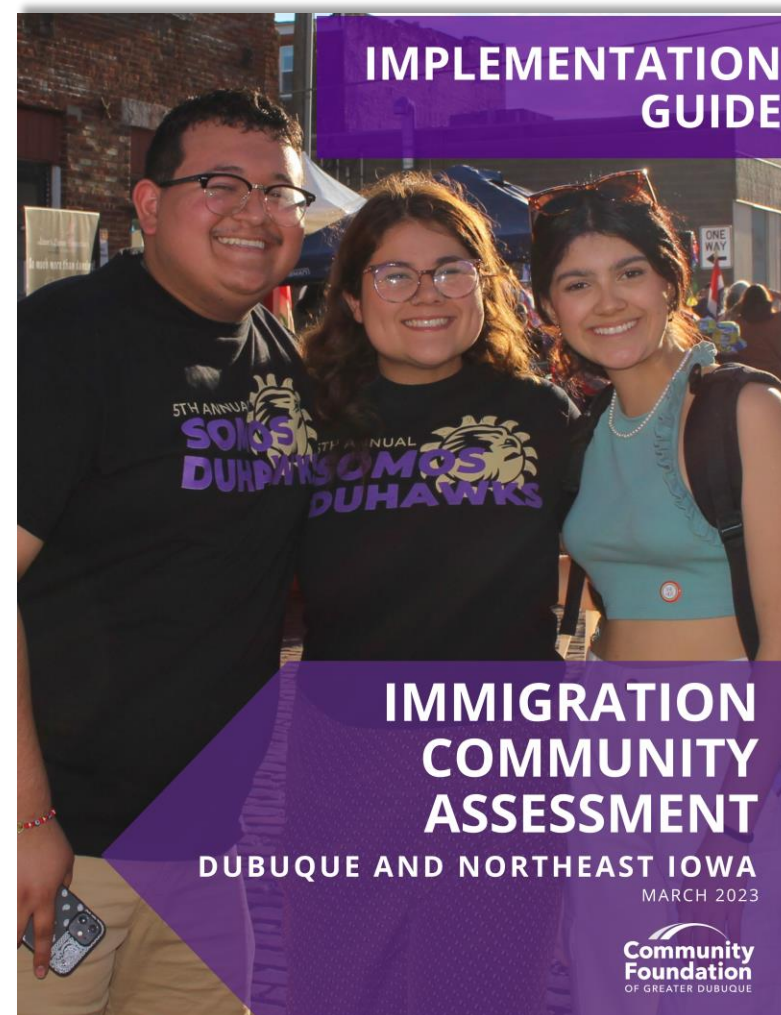
- 42% of UnityPoint Health - Finley Hospital

323 Accommodation and Food Services

- 116% of Diamond Jo Casino

Better Together Committee

- Collaboration of 90+ stakeholders
- 32% from immigrant populations
- Addressing the needs and priorities of immigrant populations



Recent Accomplishments

- Trained 20+ local community members in medical interpretation and created database
- Created Navigator Resource Group that continues to meet quarterly, now with resource guide
- Held second annual International Student Welcoming Event and have strengthened employment opportunities
- Launched Youth Leadership and Research subcommittees

Trusted Information Initiative

- Partner with City and other experts
- Creating a local communication network
- Sharing important information
- Eventually evolve into community journalism



NAAN KABILOKLOK
KEN AJMOUR

trusted
information
initiative

AOLEP RAAN KWON
5 - 2 - 1 - 0

5 Jonok in am mona fruit
kab vegetables

2 Awa laptata am kalimjok
kein aloj ko.

1 Awa ako laplok in am
kōmakitkit enbwinim

0 Dren ko retonal-
kolaplok daak aiboj!

Elane ewor am kajitok kir tok kim ilo:
Email: tidubuqueia@gmail.com
Text: 563-845-2681

Envision Dubuque

Envision 2030

- Over 3,000 community ideas
- Process to bring them to top 10
- Continue to work with and facilitate those efforts



Envision 2030

- “Putting Down Roots: Community-Centered Housing”
 - Three Subcommittees
 - Advocacy
 - Rehabilitation
 - Resident Support

Envision 2030

- “Heart of Play: All-Ages Sports”
 - Six-point action plan
 - Feasibility study and site identification
- “Captivating Shorelines: Mississippi Riverfront Reimagined”
 - Maus Park and Lake
 - Jaycee Floodwall Trail and Volunteer Drive
 - Shot Tower and North Port industrial area

GRAD Partnership

- Initiative of Johns Hopkins University
- Launched in January in our region
- Student Success Systems through
 - Supportive relationships
 - Actionable data
 - Student-centered mindset

Other Efforts

- Every Child Reads
 - Summer Learning Cooperative (dbqsummercamps.org)
- Journalism
 - Press Forward & community journalism
- Food Provider Network
 - SNAP coordination
 - Addressing changing pantries (First Congregational Church is new home for St. Patrick's meal and DCSD/NICC Family Pantry)
- Environment
 - Rivers to Ridges gathering in February



THANK YOU!

dbqfoundation.org
563.588.2700

**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE: Recognition of Zoning Advisory Commissioner for 32 Years of Service

SUMMARY: Planning Services Director Wally Wernimont will recognize Zoning Advisory Commissioner Martha Christ for her 32 years of service on the Zoning Advisory Commission. Christ's term is set to expire on July 1, 2026.

SUGGESTED DISPOSITION:

ATTACHMENTS:

1. Staff Memo to CC

TO: City Council

FROM: Wally Wernimont, Planning Services Director 

DATE: May 12, 2026

RE: **Recognition of Zoning Advisory Commissioner Martha Christ**

City staff would like to recognize Zoning Advisory Commission member Martha Christ for her extraordinary 32 years of volunteer service to the City of Dubuque.

Since her appointment to the Commission in 1994, Martha has provided thoughtful leadership, consistent participation, and valuable perspective on a wide range of land use and development matters affecting the community. During her tenure, she participated in the review of more than 1,300 development-related applications, including rezonings, subdivision plats, Planned Unit Developments, text amendments, and site design waivers.

Martha's service coincided with many significant periods of growth and transformation within the community, including major development projects such as the Millwork District, Port of Dubuque, Chaplain Schmitt Island, Asbury Plaza, and the expansion of the City's industrial parks. She also provided input on updates to the city's Unified Development Code.

Throughout her time on the Commission, Martha has been recognized as a balanced and thoughtful voice who carefully considered public input and consistently contributed meaningful insight to Commission deliberations. Her professionalism, commitment to public service, and dedication to thoughtful community development have made a lasting impact on the City of Dubuque.

City staff would like to recognize Martha Christ and extend sincere appreciation for her decades of service and her lasting contributions to the Dubuque community.

Thank you.

Enclosure

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Public Works Week Proclamation (May 17- 23)
SUMMARY: On behalf of the Public Works Department.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Public Works Week Proclamation



PROCLAMATION

WHEREAS, the week of May 17–23, 2026, has been designated as National Public Works Week by the American Public Works Association with the theme “Rooted in Service, Powered by Community” to highlight three cornerstone ideals that motivate public works professionals to serve in their communities and their dedication to the public health and safety, high quality of life, and well-being of the people of the City of Dubuque via public works professionals’ focus on infrastructure, facilities, and services; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector; and,

WHEREAS, it is in the public interest for the residents, civic leaders, and children in the City of Dubuque to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

WHEREAS, we urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE WEEK OF MAY 17-23, 2026, AS

“PUBLIC WORKS WEEK”

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 18th day of May 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: National Mississippi River Day (June 2, 2026)
SUMMARY: On behalf of the Shalom Spirituality Center and Franciscan Land Justice Team.
SUGGESTED DISPOSITION:

ATTACHMENTS:
1. Proclamation

PROCLAMATION

WHEREAS, the Mississippi River is one of our nation's most iconic and vital waterways, spanning approximately 2,350 miles from Minnesota to Louisiana and uniting ten mainstem states and 32 tributary states in its watershed, serving as a critical source of drinking water for over 20 million Americans, a vital habitat for diverse birds, fish, amphibians, reptiles and other wildlife, and a powerful economic engine supporting commerce, agriculture, tourism, and recreation; and

WHEREAS, the health of the Mississippi River is under threat from pollution, habitat loss, climate change, and other environmental stressors, which impact the communities and ecosystems that depend on it; and

WHEREAS, the City of Dubuque recognizes that the Indigenous Peoples of this hemisphere have lived near what we now call the Mississippi River since time immemorial, always recognizing the profound cultural, spiritual, and ancestral significance of the river, and that Dubuque was built upon the homelands of the Ioway, Ho-Chunk, Sioux, Meskwaki, Miami, and other Indigenous Peoples; and

WHEREAS, One Mississippi and its network of 75 organizations and 20,000 River Citizens have designated June 2nd as National Mississippi River Day, urging all people to celebrate, protect, and restore the Mississippi River and its watershed by participating in events and taking action to safeguard this invaluable resource for generations to come; and

WHEREAS, Dubuque residents may choose to celebrate and safeguard the Mississippi River by participating in a "River Day Blessing," from 10:00 am – 2:00 pm on Tuesday, June 2nd at the River's Edge Plaza, involving an Indigenous Water Blessing ceremony with Maryellen Baker and Karen Donahoe of the Lac Courte Oreilles Ojibwe tribe.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 2nd OF JUNE 2026 AS

"National Mississippi River 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 18th day of May 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, MMC, Assistant City Clerk

2026: Submitted by: Jim Earles and Dave Heiar. Accepted by Jim Earles and

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of April 6, 7, 9, 13, 15, 16, 20, 21, 22, 28, 2026 and May 4 and 12, 2026; Housing Commission of January 27, 2026; Zoning Advisory Commission of April 1, 2026; Proof of Publication for City Council Proceedings of April 6, 7, 9, 13, 15, 16, 20, 21, 22, 2026; Proof of Publication for Expenditures Reports presented at the April 6, 2026, meeting

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 4 6 26 City Council Proceedings -Regular
2. 4 7 26 City Council Proceedings - Budget Hearing 1
3. 4 9 26 City Council Proceedings - Budget Hearing 2
4. 4 13 26 City Council Proceedings - Budget Hearing 3
5. 4 15 26 City Council Proceedings - Budget Hearing 4
6. 4 16 26 City Council Proceedings - Budget Hearing 5
7. 4 20 26 City Council Proceedings- Special and Regular
8. 4 21 26 City Council Proceedings - Budget Hearing 6
9. 4 22 26 City Council Proceedings - Budget Hearing 7
10. 4-28-26 City Council Proceedings - Final Budget Hearing
11. 5-4-26 City Council Proceedings - Special and Regular
12. 5 12 26 City Council Minutes
13. Housing Commission Meeting Minutes.2026-01-27.Approved 2026-04-28
14. Proof of Publication - City Council Proceedings 04.06.26
15. Proof of Publication - City Council Proceedings 04.07.26
16. Proof of Publication - City Council Proceedings 04.09.26
17. Proof of Publication - City Council Proceedings 04.13.26
18. Proof of Publication - City Council Proceedings 04.15.26
19. Proof of Publication - City Council Proceedings 04.16.26
20. Proof of Publication - City Council Proceedings 04.20.26
21. Proof of Publication - City Council Proceedings 04.21.26
22. Proof of Publication - City Council Proceedings 04.22.26

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

The Dubuque City Council met in regular session at 6:30 p.m. on April 6, 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

PRESENTATIONS

1. Completion of Georgia Smoke Diver Program Recognition: Fire Chief Amy Scheller and Bureau Chief of Training Martin Fitzpatrick will recognize Fire Equipment Operator Chris Kluesner's achievement in successfully completing the Georgia Smoke Diver Program.

PROCLAMATIONS

1. Sibling Support Day (April 2026) was accepted by Tara Conley on behalf of Supporting Illinois Brothers and Sisters.

CONSENT ITEMS

Roussell requested Item No. 5, Staver requested Item No. 8, and Cavanagh requested Item No. 12 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. 5, 8, and 12. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of March 16 and 23, 2026; Airport Commission of January 27 and February 23, 2026; Arts and Cultural Affairs Advisory Commission of January 27 and February 24, 2026; Building Code Advisory and Appeals Board of October 30, 2025; Cable TV Commission of February 17, 2026; Community Development Advisory Commission of January 21, 2026; Historic Preservation Commission of February 19, 2026; Human Rights Commission of February 10, 2026; Library Board of Trustees Update of February 26, 2026; Parks and Recreation Advisory Commission of February 10, 2026; Zoning Advisory Commission of March 4, 2026; Proof of Publication for City Council Proceedings of March 2 and 16, 2026; Proof of Publication for Expenditure Reports presented at the March 2 and 16, 2026 City Council meetings. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lynn Hancock for property damage; Larry Lambert for property damage; Thomas Mercer 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: Lynn Hancock for property damage; Larry Lambert 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. 100-26 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. Recommendation to Add Two Purchasing and Safety Interns: Motion by Roussell to receive and file the documents and approve adding two interns to provide support to the Safety and Purchasing functions. Seconded by Resnick. Purchasing and Risk Manager Tony Breitbach summarized the City's recent progress in reducing workers' compensation claims, noting that the resulting savings will offset the cost of the interns. Council acknowledged the expense associated with the intern program and expressed appreciation for the clarification on the funding source. Motion carried 7-0.

6. Adoption of Supplement Number 2026 S-19 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 101-26 Adopting Supplement No. 2026 S-19 To the Code of Ordinances of the City of Dubuque, Iowa was adopted.

7. Iowa Department of Transportation Bridge Cleaning Project Notification Correspondence from Danielle Alvarez, Assistant 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.

8. Signed Contracts: A-1 Crane Rental & Machinery Moving, Inc. for Crane Rental Services for WRRRC; Ahlers & Cooney, P.C. for Speaker/Instructor Agreement to provide state mandated open meetings and open records training to members of governmental bodies; A-L- L Equipment for FY2026 Air Compressor Servicing at WRRRC; All-Seasons Trucking for Terminal Street LS Bypass Pumping; Anderson Welding & Repair, LLC for Welding & Repair Services for WRRRC; Apple Blossom LLC for FY26 Catering Services; Century Laundry Distributing, Inc. for Various maintenance of washing machines at 6 fire stations; CivicPlus for consolidation of services (PDF Accessibility, Websites, Agenda and Meeting Management, and Social Media Archiving); Contract Authority Report for Randy Gehl from January through March 2026; Contract Authority Reports for Deron Muehring for July 2025 through March 2026; Contract Authority Report for Amy Scheller from January through March 2026; Dietz Enterprises LLC for the Energy Savers Program Contractor Participation & Services Agreement; Digital Designs/Print Plant for Graphics on Fire Apparatus; Diversified Design Group for Consulting on Sound Reinforcement and Video Systems; Dubuque Appliance for 2 Washers and 2 Dryers for Fire Headquarters; Dubuque Community School District for the PEG Access Channel Operator Equipment Grant Award Agreement; Dubuque Pride Inc. for the Community Building Grant Program Agreement; Dubuque Water Sports Club for Miller Riverview Park Lease Agreement; Ed M. Feld Equipment Co., Inc. for Various Maintenance on SCBA Fill Station; Eurofins Environment Testing North Central, LLC for Laboratory Services Agreement with the Water & Resource Recovery Center; Garratt-Callahan Company for FY2026 Water Treatment Services for WRRRC; Geosyntec Consultants for Site Access Agreement; Globalcom Technologies DBA: Westphal & Company to move and install cables and furnish and install wireless access points at Fire Headquarters; Heartland Video Systems for CableCast Support; HDR Engineering Inc. for Amendment 02 to Task Order No. 2 for the Sanitary Sewer Asset Management Plan Services; HDR Engineering Inc. for Amendment 02 to Task Order No. 3 for the Sanitary Sewer Asset Management Plan Services; Huseman Electric for Repair remotes for 2 Ceiling Fans at Fire Station 5; Kimley-Horn and Associates, Inc. Amendment No. 1 to Professional Services Agreement regarding Comprehensive Master Plan; Kruser Septic Service for Terminal Street lift station bypass pumping; KWWL for Digital Advertising Services; Lamar for Rental of Six Digital Billboards; Lee Manufacturing Co LLC for Service and/or Repairs; Loras College for the PEG Access Channel Operator Equipment Grant Award Agreement; McAuliffe Excavating for the Detention Basin Outfall Berm Repair Project; MGT Impact Solutions, LLC for Executive Recruitment for the position of Chief of Police; Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One and Project Two Closeout;

Modern Companies for Boiler Condensate Piping; Municipal Pipe Tool Company for Sole Source Procurement Justification Form for Vacall supplying; Northeast Iowa Community College for the Site Access Agreement; Playground Guardian for Playground Inspection Software Annual Fee; Origin Design Co. Task Order No. 25-02 for Force Main Easement Exhibit Revisions; Polco Confluence, Inc. for Balancing Act solution; RACOM for Ruby Sutton - 2nd Floor Cameras; Sabel Mechanical for Plant Service Work; Resilient Mind Psychology, LLC for Psychological Services provided to the Fire Department; Sabel Mechanical for WRRC Bar Screen Replacement; Sedona Staffing Services for Temp/To-Hire staffing for Water and Resource Recovery Center; Shive Hattery for Task Order No. 2 for Federal Building Loading Dock; Strand Associates, Inc. for Change Order No. 2 to the Water Utility SCADA Upgrade; Strand Associates, Inc. for the Task Order No. 26-01 for the Water and Resource Recovery Center On-Call Services; Strand Associates, Inc. for the Task Order No. 26-02 for the Water and Resource Recovery Center Supervisory Control and Data Acquisition 2025-2026 SCADA Assistance Phase 2; Strand Associates, Inc. for the Task Order No. 26-04 for the Water and Resource Recovery Center Solids Processing Building Electrical and Control Room Replacement; Triple J Septic Service for Terminal Street LS Bypass; Top Grade Excavating, Inc. for the Detention Basin Utility Work Cedar Crest Ridge Lot B; TownSquare Ignite for Digital Marketing Campaign for Pet Licensing Promotion; Tschiggfrie Excavating for Flexsteel Stormwater Pump Station Access; Wesco for On-Site Safety Services for the Water and Resource Recovery Center; Westphal & Company for Flexsteel Pump Station Transformer Replacement; Westphal & Company for UV Cable Replacement; WHKS & Co. for Task Order #27-Loras Boulevard Reconstruction and Repairs. Motion by Roussell to receive and file the documents. Seconded by Sprank. City Council Members asked for clarification about the recent increase in the number of contracts presented. Van Milligen and Brumwell explained that updates to City procedures have resulted in more individual contracts, and they anticipate the volume will decline as the City implements master service agreements. Brumwell also clarified the resolution granting Van Milligen the authority to execute certain contracts, and noted that this item is for the Council to receive and file. Council Members discussed the level of information they need to feel adequately informed about contracts being executed. Motion carried 7-0.

9. Public Improvement Contracts with Performance, Payment and Maintenance Bonds: Valentine Construction Company LLC for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 1; Midwest Concrete, Inc. for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2. Upon motion the documents were received, filed, and approved.

10. First Amendment to Development Agreement Between the City of Dubuque and FitzGerald EnterpriZes, LLC for the Rehabilitation of 2400 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 102-26 Approving A First Amendment to Development Agreement by and between the City of Dubuque, Iowa and FitzGerald EnterpriZes, LLC was adopted.

11. Asphalt Profile Milling Recommendation to Request Bids: Upon motion the documents were received, filed, and approved.

12. Community Development Block Grant (CDBG) Subrecipient Agreement- Crescent Community Health Center - Mobile Dental Unit: Motion by Roussell to receive and file the documents and adopt Resolution No. 103-26 Authorizing Execution of CDBG Subrecipient Agreement with Crescent Community Health Center. Seconded by Wethal. Cavanagh announced that he would abstain from the item due to his spouse serving in an executive role at Crescent Community Health Center. He noted that neither of them receives any financial benefit from the agreement, but he would still prefer to abstain. Motion carried 6-0 with abstention from Cavanagh.

13. Acceptance of Grant Easement for Sanitary Sewer Utility across Rhomberg Property off Old Mill Road in Dubuque as Part of Phase One of the Old Mill Road Lift Station Project: Upon motion the

documents were received and filed, and Resolution No. 104-26 Accepting A Grant Of Easement For Sanitary Sewer Utility Through, Under And Across Parts of Lot 1 of the Subdivision of Lot 1 of Mineral Lot 512, and Lot 2 of the Subdivision of Mineral Lot 507, and Lot 10 of Mineral Lot 501, All in the City of Dubuque, Iowa was adopted.

14. Chaplain Schmitt Island Trail Connection Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 105-26 Accepting the Chaplain Schmitt Island Trail Connection Project and Authorizing Final Payment to the Contractor was adopted.

15. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 106-26 Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Wethal to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Roussell. 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 HG APT LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2901 Central Avenue: Upon motion the documents were received and filed and Resolution No. 107-26 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 HG APT LLC, to Bellevue State Bank for Property at 2901 Central Avenue was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 108-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 109-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

4. Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC: Upon motion the documents were received and filed and Resolution No. 110-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Assignment of a Development Agreement by and between the City of Dubuque,

Iowa and Carmac Management, Inc. to Linseed Lofts, LLC 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 April 20, 2026 in the Historic Federal Building.

5. Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC: Upon motion the documents were received and filed and Resolution No. 111-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC 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 April 20, 2026 in the Historic Federal Building.

6. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 4: Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 112-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 4 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 April 20, 2026 in the Historic Federal Building.

7. Public Works Concrete Banding and Crack Sealing Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 113-26 Public Works Concrete Banding and Crack Sealing 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 April 20, 2026 in the Historic Federal Building.

8. Setting a Public Hearing for the Residential Parking Permit District Amendment – District A: Upon motion the documents were received and filed and Resolution No. 114-26 Setting a Public Hearing on Amending Residential Parking Permit District A to Include Grace Street from North Grandview Avenue to North Algona Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

9. Grant of Easement to Holy Family Catholic Schools: Upon motion the documents were received and filed and Resolution No. 115-26 Intent to Dispose of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

10. Setting a Public Hearing for a Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.: Upon motion the documents were received and filed and Resolution No. 116-26 Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Dubuque Children's Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026, in the Historic Federal Building.

11. 2026 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 117-26 2026 Pavement Marking 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 April 20, 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. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of Wall). Applicant: Cathy Mauk Dickens, 431 Alpine St.

PUBLIC HEARINGS

1. Public Hearing for the Adoption of the Public Housing Authority (PHA) Annual Plan for Federal Fiscal Year 2026: Motion by Resnick to receive and file the documents and adopt Resolution No. 118-26 Authorizing the Mayor to Execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and Approval of the PHA Federal Fiscal Year 2026 Annual Plan. Seconded by Wethal. Motion carried 7-0.

2. Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding: Motion by Sprank to receive and file the documents and adopt Resolution No. 119-26 Authorizing Resolution: Approval of Consolidated Funding Application to Iowa DOT. Seconded by Wethal. Director of Transportation Services Ryan Knuckey responded to questions regarding ridership numbers. Motion carried 7-0.

3. Petition to Vacate a Portion of West 6th Street Right of Way known as City Lot 61B, in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets): Motion by Resnick to receive and file the documents and adopt Resolution No. 120-26 Vacating a Portion of City Lot 62A, in the City of Dubuque, Iowa, being a part the West 6th Street Right of Way, Legally Described as Lot 61B, in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 6-0 with abstention from Leyendecker, which he announced due to his employer's potential involvement with the project.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., provided input property tax rates and assessments.

Andy Butler, 898 Mt. Carmel Dr., spoke in support of Action Item No. 3.

Katherine Sorenson, 2613 Jackson St., spoke regarding the budget data published on the city's online budgeting software and debt obligations.

Brooklyn Williams, 250 W. 6th St. Apt 501, spoke about the aspects that enhance the city.

Leonard Dress, 541 Groveland Pl., spoke about the proposed utility rate increases.

Roger Arendsdorf, 3935 Creston St., spoke regarding the city's proposed property tax rate.

ACTION ITEMS

1. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 Award Public Improvement Contract: Motion by Roussell to receive and file the documents and adopt Resolution No. 121-26. Seconded by Wethal. Van Milligen summarized the asphalt overlay program. Chief Financial Officer Jennifer Larson responded to Council questions regarding the project's funding sources. City Engineer Gus Psihoyos outlined the federal requirements for ADA-compliant ramps associated with the project. Brumwell added that there are consequences for failing to comply with these requirements. Motion carried 7-0.

2. RFP Comprehensive Fire Station Location and Facilities Study Recommendation: Motion by Wethal to receive and file the documents and approve moving forward with Wendel, Five Bugles Design, in partnership with Mitchell Associates Architects, to complete the Fire Department's Fire Station Location and Facilities Study for \$97,500. Seconded by Sprank. Fire Chief Amy Scheller responded to questions regarding the project timeline, the factors that guided the consultant selection, and the previous studies conducted. City Council Members emphasized the purpose of the study and highlighted the aspects they intend to focus on. Motion carried 7-0.

3. Support of a Town Clock Lighting Partnership with Dubuque Forward: Motion by Roussell to receive and file the documents and approve proceeding with the project to light the Town Clock and authorization to sign the final agreement that will be completed soon, consistent with the described understanding, so the project can be completed by July 4, 2026. Seconded by Wethal. Architect and Dubuque Forward member Mike Stickley responded to questions about the technical aspects of the lighting and the replacement of fixtures. Parks and Recreation Director Matt Kalcevich noted that his department has experience with this type of lighting and will participate in the installation. Council Members expressed their appreciation to Dubuque Forward for the project and the partnership. Motion carried 7-0.

4. Jeffris Challenge Grant - Eagle Point Park: Motion by Sprank to receive and file the documents and approve informing the Jeffris Family Foundation of the City's intent to apply for a Capital Campaign Challenge Grant. Seconded by Wethel. Planning Services Director Wally Wernimont summarized the City's work with the Jeffris Family Foundation. City Council Members expressed support for identifying funding for improvements to the park. Motion carried 7-0.

5. 2025 Dubuque Police Department Annual Report: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Wethel. Police Chief Jeremy Jensen made a presentation on the report. City Council Members commended the Police Department for its strong community engagement and its efforts that have resulted in a safe community. Motion carried 7-0.

6. Work Session Request: Economic Mobility Update: Motion by Resnick to receive and file the documents and schedule the work session for April 20, 2026, from 5:15 p.m. to 6:00 p.m. Seconded by Roussell. Motion by 7-0.

7. Work Session Request: Smart Parking & Mobility Master Plan: Motion by Resnick to receive and file the documents and schedule the work session for Monday, May 4, 2026, at 5:15 p.m. Seconded by Leyendecker. Motion carried 7-0.

8. Work Session Request: Sustainable Dubuque: Motion by Roussell to receive and file the documents and schedule the work session for Monday, June 15, 2026. Seconded by Sprank. Motion carried 7-0.

9. Dubuque Gate and Pump Station Flood Mitigation (16th St Detention Basin) Project Update Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Roussell. It can also be seen on the City's YouTube channel at <https://youtu.be/lnZMkn-QjMY>. Motion Carried 7-0.

10. Fiscal Year 2027 Budget Recommendation: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Wethal. Van Milligen made a presentation and answered questions regarding allocations for capital improvement projects and contingencies. Larson noted that the City's Open Expense software offers information on the city's budget, including any amendments made to it. Van Milligen added that the City will review the software to determine whether the data can be presented to the public in a clearer, less confusing format. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal reported on meeting with Greater Dubuque Development Corporation's (GDDC) new President and CEO, Jason White, meeting with the Dubuque YMCA, and attending a Presentation Lantern Center event.

Roussell reported on signing up to volunteer for RAGBRAI, Board Meetings for Main Street and GDDC, attending the Presentation Lantern Center Event, meeting with the Dubuque Soccer Club, participating in a food distribution event at her church, recent volunteering with Dubuque Trees Forever, and the first meeting of her newly created organization Friends of Dubuque Parks

Leyendecker also reported on meeting with GDDC's President and CEO and meeting with Bluff Strokes.

Cavanagh reported on the RAGBRAI route and logo announcement, meeting with students at local schools, and attending the National League of Cities (NLC) conference and Dubuque Night in Des Moines.

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)(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.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:48 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk and Trish L. Gleason, MMC, Assistant City Clerk
1t 4/17

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

The Dubuque City Council met in special session at 6:30 p.m. on April 7, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Engineering Fiscal Year 2027 Budget Presentation: City Engineer Gus Psihoyos, Assistant City Engineer Bob Schiesl, Project Manager Jim Bousley, Engineering staff were also present. Resident Clark Schloz provided public input on the department's budget.

2. Public Works Fiscal Year 2027 Budget Presentation: Public Works Director Arielle Swift. The Dubuque Metropolitan Area Solid Waste Agency Administrator and Interim Resource Management Supervisor Ken Miller. Residents Clark Schloz, Katherine Sorenson and Rob McDonald provided public input on the department's budget.

3. Water Fiscal Year 2027 Budget Presentation: Water Department Director Chris Lester. Resident Clark Schloz provided input on the department's budget.

4. Water & Resource Recovery Center Fiscal Year 2027 Budget Presentation: Water & Resource Recovery Center Director Deron Muehring.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:28 p.m.

/s/Trish Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 9, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Housing and Community Development Fiscal Year 2027 Budget Presentation: Housing and Community Development Director Maddy Haverland, Assistant Housing and Community Development Director Mike Belmont, Deputy Code Official Ben Pothoff, Assisted Housing Supervisor Gina Hodgson, Community Development Specialist Mary Bridget Corken Deutsch.

2. Planning Fiscal Year 2027 Budget Presentation: Planning Services Director Wally Wernimont.

3. Economic Development Fiscal Year 2027 Budget Presentation: Economic Development Director Jill Connors, and Arts and Cultural Affairs Manager Bonnie Spurling. President and CEO of Greater Dubuque Development Corporation Jason White, Director of the Fountain of Youth Caprice Jones, and Dubuque Dream Center Director Robert Kimble provided public input regarding this budget. Many members of the Dream Center and Foundation of Youth were present to show their support.

4. Purchase of Services Fiscal Year 2027 Budget Presentation: Assistant City Manager Cori Burbach. President and CEO of Greater Dubuque Development Corporation Jason White answered questions from City Council.

5. Transportation Services Fiscal Year 2027 Budget Presentation: Director of Transportation Services Ryan Knuckey. At the request of City Council, Greg Orwoll provided a summary of DuRide, a local non-profit service that provides transportation options for seniors.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:29 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 13, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Library Fiscal Year 2027 Budget Presentation: Library Director Nick Rossman.
2. Five Flags Civic Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalcevich. Five Flags Civic Center General Manager Ryan Bonifas responded to questions. Karry Tedore, Katherine Sorenson, Leonard Dress provided public input regarding this budget.
3. Grand River Conference Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalcevich. Five Flags Civic Center General Manager Ryan Bonifas responded to questions. Katherine Sorenson provided public input regarding the Recreation budget at this time as she needed to leave the meeting before the Recreation budget will be presented.
4. ImOn Ice Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalcevich.
5. Recreation Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalcevich provided a brief update on the Park and Recreation Master plan. Division Manager Dan Kroger. Resident Clark Schloz provided public input on this department's budget.
6. Parks Fiscal Year 2027 Budget Presentation: Park Division Manager Steve Fehsal. Resident Rob McDonald provided public input on the overall budget process. Assistant City Clerk Gleason announced that public input was provided through the agenda from Cathy Canfield.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:18 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 15, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Human Resources Fiscal Year 2027 Budget Presentation: Chief Human Resources Officer Shelley Stickfort, Administrative Support Specialist Angie Kelley, Training and Development Manager Kelly Larson, Employment Specialist Amanda Koppes, Talent Acquisition and Diversity Coordinator Kristen Dietz, Benefits and Compensation Manager Connie Palm, and Payroll and Benefits Specialist McKenzie Capesius. Residents Clark Schloz, and Rob McDonanld, provided public input on this budget.

2. Information Technology Fiscal Year 2027 Budget Presentation: Chief Information Officer Joe Pregler, Chief Information Security Office Timothy Krieger, Data Analyst Braden Daniels, Geographic Information Systems (GIS) Coordinator Nikki Rosemeyer. Resident Rob McDonald spoke again on the Human Resources budget.

3. Communications Office Fiscal Year 2027 Budget Presentation: Public Information Officer Randy Gehl.

4. Finance Fiscal Year 2027 Budget Presentation: Chief Financial Officer Jennifer Larson, Utility Billing Supervisor Chris Vallee. Resident Clark Schloz provided public input on this budget. Purchasing and Risk Manager Tony Breitbach was present to answer questions

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:50 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 16, 2025, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. City Manager's Office Fiscal Year 2027 Budget Presentation: Director of Strategic Partnership Anderson Sainci, Assistant City Manager Cori Burbach and Director of Sustainability Gina Bell. Residents Clark Schloz, Gary Linden, Leonard Dress, and Rob McDonald (virtually) provided public input on this department's budget.

2. City Council Fiscal Year 2027 Budget Presentation: City Manager Mike Van Milligen.

3. City Clerk's Office Fiscal Year 2027 Budget Presentation: Assistant City Clerk Trish Gleason provided a prerecorded presentation and was on the GoToMeeting to answer questions. Resident Leonard Dress provided public input on this department's budget.

4. City Attorney's Office Fiscal Year 2027 Budget Presentation: City Attorney Crenna Brumwell. Resident Clark Schloz provided public input on this department's budget.

ACTION

1. Civil Service Commission – Certified List for Chief of Police: Motion by Sprank to receive and file and make a matter of record. Seconded by Wethal. Motion carried 7-0.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:08 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on April 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Resnick

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 Economic Mobility Progress Update and The Greater Dubuque Development Corporation Quarterly Update

**WORK SESSION NO. 1
Economic Mobility Progress Update**

Community Impact and Neighborhood Support Director Antonio Mouzon provided an Economic Mobility Progress Update by improving system coordination, aligning resources, and grounding decisions in community voices and lived experiences. Highlighting updated data on poverty and demographic trends and gaps such as limited coordination, visibility, and equitable access to services. Desiring a collective impact model to achieve long term system changes.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 5:58 p.m.

**WORK SESSION NO. 2
Greater Dubuque Development Corporation Quarterly Update**

President and CEO Jason White presented a quarterly update on Greater Dubuque Development Corporations progress on strategic plan goals including business expansion projects, national marketing efforts, and workforce. Highlighting population growth initiatives such as student career engagement and newcomers' integration programs. Siting the impact of Opportunity Dubuque as it shows strong enrollment, high completion rates and long-term regional reach.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:23 p.m.

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

The Dubuque City Council met in regular session at 6:30 p.m. on April 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker, Resnick, Roussell, Sprank, Staver, 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. International Dark Sky and Week and Earth Week (April 19-25, 2026) was accepted by Zoe Heiar and Lizzie Sulla on behalf of the City of Dubuque Sustainability Office and Green Iowa AmeriCorps.

2. Arbor Day (April 24, 2026) was accepted by Trees Forever President Tom Kramer on behalf of Dubuque Trees Forever.

3. Dubuque YP Days of Caring (April 24, 2026) was accepted by Dubuque YP Days of Caring Co-Chair Brittney Hayes on behalf of the Dubuque YP Days of Caring Board.

4. National Apprenticeship Week (April 26-May 2, 2026) was accepted by Nick Flogel on behalf of the Mid-America Carpenters Regional Council.

5. Stewardship Week (April 26-May 3, 2026) was accepted by Chairperson for Soil and Water Conservation District (SWCD) Wayne Demmer on behalf of the Dubuque County SWCD.

6. Foster Care Month (May 2026) was accepted by Susie Stroud on behalf of Four Oaks Foster Care and Adoption.

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. Assistant City Clerk Gleason announced that Action item #2 has been pulled from the agenda at the request of the applicant.

1. Minutes and Reports Submitted: Proof of publication for City Council Proceedings of March 23, 2026. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kevin and Julie Behning for property damage; Travelers the Standard Insurance Company ASO Jandell Gallagher vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 122-26 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.

4. Signed Contracts: CivicPlus for Software; Des Moines Area Community College for education to health care students, and the City of Dubuque, Iowa through its Fire Department; Top Grade Excavating, Inc. for Catherine Street Storm Sewer Project; Globalcom Technologies for installation for the Wilbricht Lane Tree Crew Building Fiber Addition; Westphal and Company for Mt. Carmel Generator and ATS Installation; Midwest Concrete, Inc. for Asphalt Overlay Program Sidewalk Curb Ramp Project; Dubuque Food Pantry for Launch Into Summer party event; Clarke University for advancing workforce development; DROP for software purchase. Upon motion the documents were received and filed.

5. May/June 2026 Issue of City News Newsletter will be mailed and emailed with City utility bills from April 14 - May 5. Upon motion the documents were received and filed.

6. Property Tax Appeal Stipulation of Settlement Notice: A 2025 property tax appeal filed by Alpine Park MHC, LLC for their property located at Parcel No. 10-11-226-002. Upon motion the documents were received and filed.

7. Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road: Upon motion the documents were received and filed, and Resolution No. 123-26 Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, LLC was adopted.

8. Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project: Upon motion the documents were received and filed, and Resolution No. 124-26 Fuel Station Rehabilitation Project - Approving the Merchant Processing Agreement between the City of Dubuque and Citizens Merchant Services was adopted.

9. Acceptance of Granger Creek Lift Station Improvements establishing the final contract amount at \$1,257,914.83 and authorize the payment of the final contract retainage amount of \$62,895.74 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project. This is a 3.02% increase from the original contract amount of \$1,221,000.00. Upon motion the documents were received and filed, and Resolution No. 125-26 Accepting the Granger Creek Sanitary Sewer Pump Station Modification Project was adopted.

10 FY25 JAG Grant Application approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is \$33,689 and requires no cash match. The grant application period ends April 28, 2026. Upon motion the documents were received, filed, and approved.

11 Community Development Block Grant FY 2027 Annual Action Plan adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission.

Upon motion the documents were received and filed, and Resolution No. 126-26 Adopting the Fiscal Year 2027 (Program Year 2026) Community Development Block Grant (CDBG) Annual Action Plan was adopted.

12. Retail Alcohol License Renewals: Upon motion the documents were received and filed, and Resolution No. 127-26 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.

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. Set Public Hearing on FY 2027 City Budget: Upon motion the documents were received and filed and Resolutions No. 134-26 Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2027 Through 2031 for the City of Dubuque and 135-26 Setting the Date for the Public Hearing on the Fiscal Year 2026 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 28, 2026 in the Historic Federal Building.

2 Tri-State Modelers Lease Agreement: Upon motion the documents were received and filed and Resolution No. 128-26 Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Tri-State Modelers for Real Property Located in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 4, 2026 in the Historic Federal Building.

3. Loras Boulevard and Locust Street Storm Sewer Reconstruction Project: Upon motion the documents were received and filed and Resolution No. 129-26 Loras Blvd. & Locust St. Storm Sewer Reconstruction 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 May 4, 2026 in the Historic Federal Building.

4. 2026 Terminal Street Pumping Station Rehabilitation Project authorizing the public bidding process and the advertisement for bids and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of probable construction cost is \$1,061,000.00. Upon motion the documents were received and filed and Resolution No. 130-26 To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, and the Taking of Bids Therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 4, 2026 in the Historic Federal Building.

5. Loras Boulevard Reconstruction and Repairs Project Initiate Bid, authorize the public bidding process and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$383,388.50 for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution. Upon motion the documents were received and filed and Resolution No. 131-26 Loras Boulevard Reconstruction and Repairs 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 May 4, 2026 in the Historic Federal Building.

6. CY2026 Asphalt Overlay Program Initiate Bid and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$148,000 for the Public Works Asphalt Profile Milling Project. Upon motion the documents were received and filed and Resolution No. 132-26 Public Works Asphalt Milling Profile 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 May 4, 2026 in the Historic Federal Building.

7. Traffic Signal Improvement Project - Asbury, Carter, and Chaney preliminary approval of the construction plans and specifications, form of contract and construction estimate of \$297,082.25; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project. Upon motion the documents were received and filed and Resolution No. 133-26 Carter, and Chaney Traffic Signal Improvement 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 May 4, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments to the Following Commission to be Made at this Meeting.

1. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of Wall) Applicant: Cathy Mauk Dickens, 431 Alpine St. Motion by Roussell to appoint Cathy Mauk Dickens to the term. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Amend Historic Millwork District Planned Unit Development to allow removal of a portion of 850 Jackson Street: 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. Planning Services Director Wally Wernimont made a presentation. Applicant Matthew Lund was present to address any questions. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 12-26 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 12-21 Which Provides Regulations for a PUD Planned Unit Development District with a Planned Commercial Designation for the Historic Millwork District PUD and now Being Amended to allow the Removal of a Portion of the Building at 850 Jackson Street (Parcel #10-24-484-003). Seconded by Wethal. Motion Carried 7-0.

2. Request to Vacate and Dispose of Portions of an Interest in City Owned Property by Development Agreement with Dubuque Museum of Art: Motion by Sprank to receive and file the documents and adopt Resolution No. 136-26 Approving the Vacation and Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement by and between the City of Dubuque and Dubuque Museum of Art. Seconded by Resnick. Motion carried 7-0.

3. Dubuque Children's Zoo Lease Agreement: Motion by Resnick to receive and file the documents and adopt Resolution No. 137-26 Approving a Lease Agreement by and between the City of Dubuque and Dubuque Children's Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. Collateral Assignment of Development Agreement - HG APT, LLC to Bellevue State Bank Motion by Resnick to receive and file the documents and adopt Resolution No. 138-26 Approving A Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hg Apt LLC to Bellevue State Bank for Property at 2901 Central Avenue. Seconded by Sprank. Motion carried 7-0.

5. Development Agreement - Iron Creek Group, LLC for the Redevelopment of 1222-1240 Locust Street: Motion by Roussell to receive and file the documents and adopt Resolution No. 139-26 Approving a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC for the Redevelopment of the Property At 1222-1240 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 7-0.

6. Development Agreement - Miller Companies, LLC for the Redevelopment of 730 Main Street: Motion by Resnick to receive and file the documents and adopt Resolution No. 140-26 Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the Redevelopment of the Property at 730 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 6-1 with Leyendecker abstaining.

7. Consent to Assignment of Development Agreement - and Carmac Management, Inc. to Linseed Lofts, LLC: Motion by Wethal to receive and file the documents and adopt Resolution No. 141-26 Approving the Consent to Assignment of the Development Agreement by and between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC. Seconded by Sprank. Motion carried 7-0.

8. Consent to Assignment of Development Agreement - Outfly Development, LLC to Verena Ct Exchange, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 142-26 Approving the Consent to the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC. Seconded by Wethal. Motion carried 6-1 with Leyendecker abstaining.

9. Grant of Easement - Holy Family Catholic Schools: Motion by Wethal to receive and file the documents and adopt Resolutions No. 143-26 Disposing of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 In Section 15, Township 89 North,

Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa and Resolution No. 144-26 Granting a Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa. Seconded by Leyendecker. Motion carried 7-0.

10. 2026 Pavement Marking Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 145-26 2026 Pavement Marking Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Russell. Motion carried 7-0.

11. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 4: Motion by Roussell to receive and file the documents and adopt Resolution No. 146-26 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 4 - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Sprank. Motion carried 7-0.

12. Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1: Motion by Resnick to receive and file the documents and adopt Resolution No. 147-26 Approving the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Dubuque Industrial Center Economic Development District. Seconded by Wethal. Motion carried 7-0.

13. Public Works Concrete Banding and Crack Sealing Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 148-26 Public Works Concrete Banding and Crack Sealing Project - Approval of Plans, Specifications, Form of Contract, And Estimated Cost. Seconded by Wethal. Motion carried 7-0.

14. Ordinance Amendment - Residential Parking Permit District A: 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. City Engineer Gus Psihoyos was present to address questions. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 13-26 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 14 Parking, Division 7 Residential Parking Permit Program, Section 9-14-321.733 Residential Parking Permit District A. Seconded by Wethal. Motion carried 7-0.

Assistant City Clerk turned over clerking duties to City Attorney Crenna Brumwell for the remainder of the meeting.

PUBLIC INPUT

1. Mike Welu – Discussed cost allocations in the 2027 budget and encouraged a written policy regarding the allocation procedures.

2. Jared McGovern – Discussed the Sustainability budget and the Park and Recreation budget.

3. Scott Ganshirt discussed the condition of Ceder Cross Road.
4. Robin Kennicker discussed visiting the greenhouse and the benefits of having the greenhouse.
5. Tammy Vandermillen discussed the cleanliness and beautification of Dubuque.

ACTION ITEMS

1. East West Corridor Capacity Improvement Project Right of Way Property Acquisition Approve Offer to Buy Agreement 2300 University Avenue (Butt Property): Motion by Resnick to receive and file the documents and adopt Resolution No. 149-26 Approving Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust. Seconded by Wethal. Motion carried 7-0.

2. Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundary; Pulled from the agenda at applicant's request.

3. Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project: Motion by Sprank to receive and file the documents and (approve) Seconded by Roussell. Motion carried 7-0.

4. Acceptance Heeb Street Reconstruction Project and authorize the payment of the final contract amount of \$601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb Street Reconstruction Project. Motion by Resnick to receive and file the documents and adopt Resolutions No. 150-26 Accepting the Heeb Street Reconstruction Project and Authorizing Final Payment to the Contractor and Resolution 151-26 Adopting the Final Schedule of Assessment for the Heeb Street Reconstruction Project. Seconded by Wethal. Motion carried 7-0.

5. Funding Recommendation - Sustainable Dubuque Community Grant Program: Motion by Resnick to receive and file the documents and adopt Resolutions No. 152-26 Awarding Sustainable Dubuque Grant to Arboretum and Botanical Gardens and Resolution No. 153-26 Awarding Sustainable Dubuque Grant to Church of the Resurrection and Resolution No. 154-26 Awarding Sustainable Dubuque Grant to Dubuque Community School District and Resolution No. 155-26 Awarding Sustainable Dubuque Grant to Dubuque Rendezvous and Resolution No. 156-26 Awarding Sustainable Dubuque Grant to Hills and Dales and Resolution No. 157-26 Awarding Sustainable Dubuque Grant to Liberty Recovery and Resolution No. 158-26 Awarding Sustainable Dubuque Grant to Revolution Farms LLC. Seconded by Wethal. Motion carried 7-0.

6. Development Agreement Linseed Lofts, LLC Second Amendment: Motion by Sprank to receive and file the documents and adopt Resolutions No. 159-26 Approving the Second Amendment to Development Agreement between the City of Dubuque, Iowa and Linseed Lofts, LLC. Seconded by Wethal. Motion carried 7-0.

7. Ordinance Amendment - Division of Revenue in the Dubuque Industrial Center Economic Development District Urban Renewal Area: 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. 14-26 Correcting and Amending Ordinance No. 46-25, Previously Amended, Providing that General Property Taxes Levied and Collected Each Year on all Property Located Within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area 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 Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by Adding Subarea Y to the Division of Revenues. Seconded by Wethal. Motion carried 7-0.

8. Fiscal Year 2027 City Council Budget Questions: Motion by Resnick to receive and file and discuss. Council discussed topics addressed in previous budget hearings and how to move forward in future budgeting years. Seconded by Wethal. Motion carried 7-0.

9. VIDEO: Tour of Dubuque County 911 Emergency Communications Center: Motion by Resnick to receive and file the documents and view the video. Seconded by Russell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal attended Local News Day at the TH on 4-9-26 – What local newspapers mean to communities and Area Substance Abuse Council (ASAC) – Services available locally and regionally.

Cavanagh reminded residents that Julien Dubuque International Film Festival (JDIFF) is going on now.

CLOSED SESSION

Motion by Wethal to convene in closed session at 9:39 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 10:02 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:04 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 21, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Airport Fiscal Year 2027 Budget Presentation: Airport Director Todd Dalsing.
2. Human Rights Fiscal Year 2027 Budget Presentation: Assistant City Attorney, Jason Lehman.

3. Community Impact Fiscal Year 2027 Budget Presentation: Community Impact Director Antonio Mouzon; Data Analyst Braden Daniels, Community Diversion and Prevention Coordinator Miranda Onofre, Community Service and Outreach Coordinator Brittney Hayes; AmeriCorps Program Director Sarah Berna; and Community Engagement Coordinator Community Impact Temwa Phiri. Residents Brooklyn Williams, Cindy Racker, Robin Kinnicker, Dereka Williams, Ashley (sir name unknown), Sylvan Garish, Tayler (sir name unknown), Jeremiah Allen, Jennnifer Grayn Katherine Sorenson, Tommy (sir name unknown), provided input on how they have personally benefited from the community impact service program.

4. Multicultural Family Center (MFC) Fiscal Year 2027 Budget Presentation: Multicultural Family Center Director LaMetra Murdock. Residents Brooklyn Williams, Jeremiah Allen, Corinne Rothblum, Temwa Phiri, MFC Board Members Claudette Bees and Marlene Waller provided input on how they have personally benefited from the community impact service program.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:36 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 22, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Police Fiscal Year 2027 Budget Presentation: Assistant Police Chief Joe Messerich, Chief Jeremy Jenson. Residents Clark Schloz and Leonard Dress provided input on the department's budget.

2. Fire Fiscal Year 2027 Budget Presentation: Fire Chief Amy Scheller. Resident Leonard Dress provided input on the department's budget.

3. Emergency Management Fiscal Year 2027 Budget Presentation: Emergency Management Director Tom Berger.

4. Emergency Communications Fiscal Year 2027 Budget Presentation: Emergency Communications Director Jessica George-Rethwisch.

5. Health Services Fiscal Year 2027 Budget Presentation: Public Health Director Mary Rose Corrigan. Resident Clark Schloz provided input on the department's budget.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:57 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on April 28, 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.

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

PUBLIC HEARING

1. Fiscal Year 2027 Amended Budget Recommendation: Motion by Resnick to receive and file the documents and adopt Resolution No. 160-26 Adopting the City of Dubuque Five Year Capital Improvement Program and Resolution No. 161-26 Adopting the City of Dubuque Fiscal Year 2027 Annual Budget. Seconded by Wethal. Chief Financial Officer Jennifer Larson provided a PowerPoint presentation outlining the amended budget recommendation. Public input was provided by Rob McDonald, Mike Welu, Roseann Schromen, Catherine Sorenson, James Ploessl, Jean McDonald, Jane Schmidt, Jim McClain, Clark Schloz, Leonard Dress, Chuck Harris, Roger Arensdorf, Kevin Kneeper, Mike Murphy, and Sean Schriver. Dubuque Humane Society President and CEO Jayme Ironside thanked Council for the ongoing partnership. Council members discussed the review of procedures, projects of interest, and the appreciation for all the input they have received from residents. Motion carried 7-0.

ACTION

1. Establishing Water Utility Rates for Fiscal Year 2027: 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 Ordinances No. 15-26 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and All Other Uses and Ordinance No. 16-26 Establishing the City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service. Seconded by Wethal. Motion carried 7-0.

2. Establishing Sanitary Sewer Utility Rates for Fiscal Year 2027: Motion by Sprank to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Sprank for final consideration and passage of Ordinance No. 17-26 City of

Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2c-3 Rates Established for Fiscal Year 2027. Seconded by Roussell. Motion carried 7-0.

3. Establishing Water and Resource Recovery Center (WRRC) Fee Schedules Fiscal Year 2027: Motion by Wethal to receive and file the documents and adopt Resolution No. 162-26 Establishing the Schedule of Rates for the Disposal of Private Hauled Waste to the Water & Resource Recovery Center as Provided for in 13-2b-8(F) of the City of Dubuque Code of Ordinances. Seconded by Resnick. Motion carried 7-0.

4. Establishing Stormwater Management Utility Rates for Fiscal Year 2027: 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.18-26 Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues. Seconded by Wethal. Motion carried 7-0.

5. Five-Year Street Construction Program for Fiscal Years 2027-2031: Motion by Resnick to receive and file the documents and adopt Resolution No. 163-26 Adopting the Five-Year Street Construction Program for Fiscal Years 2027 – 2031. Seconded by Wethal. Motion carried 7-0.

6. Establishing Solid Waste Utility Rates for Fiscal Year 2027: Motion by Sprank to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Sprank for final consideration and passage of Ordinance No. 19-26 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste. Seconded by Wethal. Motion carried 7-0.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:35 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on May 4, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Leyendecker

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 Smart Parking & Mobility Master Plan.

**WORK SESSION
Smart Parking & Mobility Master Plan**

Transportation Services Director Ryan Knuckey provided a presentation on the Smart Parking & Mobility Master Plan. Outlining, making the process as easy as possible, bringing more people downtown, the ability for data gathering, creating a hybrid system, all while keeping the cost in mind. Brian McGann from Walker Consultants was on hand to answer City Council questions.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Trish L. Gleason, Assistant 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 May 4, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Leyendecker

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 ALLEGANCE

PRESENTATIONS

1. Recognition of the 2025 Emory R. Rodgers Leadership in Building Safety Fellowship Recipient Shane Hoeper: Housing and Community Impact Director Maddy Haverland recognized Shane Hoeper, a plans examiner with the City of Dubuque's Housing & Community Development Department, as the recipient of the 2025 Emory R. Rodgers Leadership in Building Safety fellowship from the International Code Council (ICC).

PROCLAMATIONS

1. Building Safety Month (May 2026) was accepted by Senator Tom Townsend on behalf of the Housing and Community Development Department.

2. Mental Health Month (May 2026) was accepted by Sue Whitty and Brenna Burgart on behalf of Mental Health America of Dubuque County

3. Preservation Month (May 2026) was accepted by Chris Happ Olson, Janice Esser, and members of the Historic Preservation Commission on behalf of the Planning Services Department and the Historic Preservation Commission.

4. Public Service Recognition Week (May 3–9, 2026) was accepted by Jenny Messerich on behalf of the City of Dubuque.

5. Celebration of Indigenous Heritage Day (May 16, 2026) was accepted by Mary Ann Conzett, Grace Dean and LaMetra Murdock on behalf of the Multicultural Family Center.

6. Kids To Park (May 16, 2026) was accepted by Matthew Kalcevich Park and Recreation Director on behalf of the Park and Recreation Department and Dubuque Nature Everywhere.

7. Dubuque Senior High School Speech Team was accepted by Gregory Ernzen on behalf of Dubuque Senior High School with a large group of students in attendance.

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Wethal. Motion carried 6-0.

1. Minutes and Reports Submitted: Civil Service from 2-17-26; Resilient Community Advisory Commission from 2-5-26; Community Development Advisory Commission from 3-18-26 and 3-24-26; Human Rights Commission 3-10-26; Zoning Advisory Commission from 11-5-25; Zoning Board of Adjustment from 2-26-26. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Devin Rogan for Vehicle Damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jandell Gallager/Subrogation by Travelers 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. 164-26 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. Signed Contracts: ACCO Unlimited Corporation for Controller Testing and/or Repairs - Flora and/or Sutton Pool; Advantage Sheet Metal, Inc. for Boiler Replacement - Bunker Hill; Rummel, Klepper & Kahl, LLP for Part 1 - Stormwater Management Program Master Services and Task Order; Rummel, Klepper & Kahl, LLP for Part 2 - Stormwater Management Program Master Services and Task Order 1; Midwest Concrete, Inc. for Pennsylvania Avenue Concrete Panel Replacement; D&D Superior Concrete Construction for W 8th St. Intake and Concrete Replacements. Upon motion the documents were received and filed.

6. Curbside Collection Set-Out Reminders Brochure. Upon motion the documents were received and filed.

7. Hy-Vee, Inc. 2025 Property Tax Appeal Stipulation of Settlement Notice for a 2025 property tax appeal filed by Hy-Vee, Inc. for their properties located at 2395 NW Arterial and 300 and 400 S. Locust Street, both in Dubuque, Iowa. Upon motion the documents were received and filed.

8. Iowa Department of Transportation PCC patching on US-20 from IA-38 to US-61 and on US-61 from the Iowa/Wisconsin State Line to the Jackson County Line Projects Notification. Correspondence from Danielle Alvarez, Assistant District Engineer with the

Iowa Department of Transportation, notifying the City Council of PCC patching on US-20 from IA-38 to US-61 and PCC patching on US-61 from the Iowa/Wisconsin State Line to the Jackson County Line projects. Upon motion the documents were received and filed.

9. Public, Education, and Government (PEG) Access Channel Programming Equipment Fund Expenditures not to exceed \$25,607.32 (\$23,279.38 in requested funds plus \$2,327.94, to cover increased equipment and shipping costs since applications were submitted) in PEG Equipment Fund expenditures. Upon motion the documents were received, filed, and approved.

10. Amendment No. 18 to Master Co-location and Shared Services Agreement with ImOn Communications LLC to include a conduit sharing agreement along Highway 61 south to the Dubuque Regional Airport. Upon motion the documents were received, filed, and approved.

11. Proposed Conduit Facilities Agreement with Windstream: Upon motion the documents were received, filed, and approved.

12. Lead Water Main Replacement Project Engineering Design Services Contract Award Recommendation to MSA Professional Services, Inc. of Dubuque, Iowa for design of the Lead Water Main Replacement Project (CIP No. 4281000024) and that the City Council authorize the City Manager to enter into contract negotiations to provide professional design services for the project. Upon motion the documents were received, filed, and approved.

13. Award 2026 Pavement Marking Project: Upon motion the documents were received and filed, and Resolution No. 165-26 Awarding Public Improvement Contract for the 2026 Pavement Marking Project was adopted.

14. Award 2026 Public Works Asphalt Overlay Curb Sidewalk Ramp Project Bid Package 4 to Midwest Concrete, Inc. in the amount of \$199,908.60. Upon motion the documents were received and filed, and Resolution No. 166-26 Awarding Public Improvement Contract for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 was adopted.

15. Request to Add FTE for Alcohol/Tobacco Compliance Checks adding 0.06 Full-Time Equivalent (FTE) to Police Department staffing to provide Alcohol/Tobacco Compliance Checks. Upon motion the documents were received, filed, and approved.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings for Items No. 1 through 6 as indicated. Seconded by Sprank. Motion carried 6-0.

1. Fiscal Year 2026 Second Budget Amendment: Upon motion the documents were received and filed and Resolution No. 167-26 Setting the Date for the Public Hearing on Amendment No. 2 to the Fiscal Year 2026 Budget for the City of Dubuque was adopted

setting a public hearing for a meeting to commence at 6:30 p.m. on May 18, 2026 in the Historic Federal Building.

2. Bee Branch Trail Project - Phase 3 (12th to 9th Street) Concurrence to Initiate Public Bidding Process through Iowa DOT Project: Upon motion the documents were received and filed and Resolution No. 168-26 Bee Branch Creek Trail Project – Phase 3, Iowa Dot Tap-U-2100(711)—8i-31, 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 of Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 18, 2026 in the Historic Federal Building.

3. Greyhound Park Road Water Main Loop Project: Upon motion the documents were received and filed and Resolution No. 169-26 Greyhound Park Road Water Main Loop 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 May 18, 2026 in the Historic Federal Building.

4. River City Property Management, LLC for the Rehabilitation of 1255-1257 Locust Street Development Agreement: Upon motion the documents were received and filed and Resolution No. 170-26 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 18, 2026 in the Historic Federal Building.

5. Annexation Request — Dubuque Metropolitan Area Solid Waste Agency (DMASWA): Upon motion the documents were received and filed and Resolution No. 171-26 Setting a Public Hearing on an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 1, 2026 in the Historic Federal Building.

6. Greater Dubuque Impact Investment Fund - 455 East 15th Street Development Agreement: Upon motion the documents were received and filed and Resolution No. 172-26 (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 Greater Dubuque Impact Investment Fund Satisfies the Offering Requirements with Respect to the Real Property and Improvements and Declaring the Intent of the City Council to Approve the Sale to Greater Dubuque Impact Investment Fund in the Event that no Competing Proposals are Submitted; And (3) Soliciting Competing Proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 15, 2026 in the Historic Federal Building.

PUBLIC HEARINGS

1. Asbury, Carter & Chaney Traffic Signal Improvement Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 173-26 Asbury, Carter & Chaney Traffic Signal Improvement Project, Approval of Plans, Specifications, Form of Contract, And Estimated Cost. Seconded by Sprank. Motion carried 6-0.

2. Loras & Locust Storm Sewer Reconstruction Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 174-26 Loras Blvd. & Locust St. Storm Sewer Reconstruction Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost. City Engineer Gus Psihoyos was present to answer questions. Seconded by Wethal. Motion carried 6-0.

3. Loras Boulevard Reconstruction and Repairs Project: Motion by Russell to receive and file the documents and adopt Resolution No. 175-26 Loras Boulevard Reconstruction and Repairs Project, Approval of Plans, Specifications, Form of Contract, And Estimated Cost. City Engineer Gus Psihoyos and Assistant Public Works Manager - Project Manager Max O'Brian were present to answer questions. Seconded by Wethal. Motion carried 6-0.

4. 2026 Public Works Asphalt Milling Profile Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 176-26 2026 Public Works Asphalt Milling Profile Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal Motion carried 6-0.

5. 2026 Terminal Street Pumping Station Rehabilitation Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 177-26 Giving Final Approval to, and Confirmation of, Plans, Specifications, Form of Contract and Estimate of Cost for the 2026 Terminal Street Pumping Station Rehabilitation Project. Seconded by Resnick. Motion carried 6-0.

6. Tri-State Modelers Lease Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 178-26 Approving a Lease Agreement by and between the City of Dubuque and Tri-State Modelers for Real Property Located in the City of Dubuque, Iowa. Matthew Kalcevich Park and Recreation Director explained that Tri-State Modelers were remote controlled model airplane enthusiasts. Seconded by Wethal. Motion carried 6-0.

PUBLIC INPUT

1. Dan Reavis from Big A Auto located at 2311 Central Ave. spoke in favor of action item No. 1

2. Adam Schwendinger spoke regarding action item No. 1.

3. Ann Smith spoke regarding sidewalk replacement notices and requirements as a homeowner.

4. Neal Kapp spoke virtually against action item No. 4.

ACTION ITEMS

1. Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundaries: This request involves two separate buildings located on different lots, 2311 and 2327 Central Avenue. Motion by Resnick to receive and file and discuss. Restated Motion by Wethal 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. Planning Services Director Wally Wernimont gave a presentation in response to questions. Assistant City Clerk Trish Gleason confirmed that items received earlier that afternoon had been added to the agenda as public Input by applicant Dan Reavis. City Council Members discussed the Historic Preservation Commission's limited scope for considering demolition permits of structures in historic districts and acknowledged that 2311 Central Avenue lacks historical significance whereas 2327 Central Avenue does hold historical significance for Dubuque. Council Members also reflected on the challenges of approving demolition requests within historic districts and affirmed that such decisions are made with careful consideration. Motion carried 6-0.

Motion by Wethal for final consideration and passage of Ordinance No. 20-26 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, By Amending Article 10-8-A-7 Pertaining to Alteration of the Broadway Street Neighborhood Conservation District to Remove the Property At 2311 Central Avenue and referring the request for 2327 Central Avenue to the Historic Preservation Commission for a recommendation. Seconded by Roussell. Motion carried 5-1 with Staver voting nay.

2. 2026 Ken Kringle Awards Presentation: Historic Preservation Commission and Assistant Planner Chris Olson made a presentation on the 2026 Ken Kringle Historic Preservation Award winners; Dubuque County Historic Society for the Mathias Ham House located at 2241 Lincoln Avenue, John, Jenna, and Jace Manders for Holy Ghost School located at 2901 Central Avenue, Gary Carner and Tom Kelzer for the Jacob Rich House located at 890 West 3rd Street, Chris and Gary Stelpflug for the Isaac Bigelow House located at 346 – 348 West Locust Street, and Chris and Alison Richard for the Rider Lacy Block located on the 1700 block of Central Ave. Additionally a Duane Hagerty Award winner Randy Lyon for the creation of the Encyclopedia Dubuque was acknowledged. Motion by Roussell to receive and file the documents. Seconded by Sprank. Motion carried 6-0.

3. Concrete Banding and Crack Sealing Project Award Public Improvement Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 179-26 Awarding Public Improvement Contract for the Public Works Concrete Banding and Crack Sealing Project. Seconded by Wethal. Motion carried 6-0.

4. Consideration of Street Murals Policy and Hills and Dales' Right-of-Way Request: Motion by Roussell to receive and file the documents and approve. Deanne Althoff from Hills and Dales and Traffic Engineer Justine Hull were present to answer questions and address safety concerns. Seconded by Wethal. Motion carried 6-0.

5. Updated New Housing Units Handouts: Motion by Resnick to receive and file the documents. Discussion was had regarding the new property tax reform law being sent to the Governor's desk for signing and how this reform will affect Tax Increment Financing options for developers and how these changes will affect the city's general fund. Seconded by Sprank. Motion carried 6-0.

6. Work Session Request: iJAG City Life and City Life Alumni Program Presentation and Recommendations: Motion by Resnick to receive and file the documents and schedule a Work Session for May 18, 2026, at 5:15 pm for Spring 2026 iJAG City Life and City Life Alumni Program Presentation and Recommendations. Seconded by Roussell. Motion carried 6-0.

7. Work Session Request: Community Foundation of Greater Dubuque on Contracted Services: Motion by Resnick to receive and file the documents and schedule a work session for the Community Foundation of Greater Dubuque on Contracted Service Agreement Update on May 18, 2026, at 6:00 p.m. Seconded by Wethal. Motion carried 6-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported planting trees at schools and at the orchard.

Mayor Cavanaugh reported touring the orchard to see the freshly planted trees and picking up debris with his Fenelon Neighborhood Association members.

CLOSED SESSION

Motion by Wethal to convene in closed session at 9:38 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 Roussell. 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 10:45 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:46 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on May 12, 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 closed session pursuant to Chapter 21.5 of the Code of Iowa.

CLOSED SESSION

Motion by Wethal to convene in closed session at 5:30 p.m. to discuss Professional Evaluation(s) – Chapter 21.5(1)(i) Code of Iowa. Seconded by Roussell. Motion carried 7-0.

The City Council reconvened in open session at 7:43 p.m.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:43 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES FOR HOUSING COMMISSION MEETING

DATE: Tuesday, January 27, 2026
TIME: 4:00 p.m.
PLACE: Housing and Community Development Department
350 West 6th Street; Dubuque, IA 52001

Chairperson Rick Merfeld called the meeting to order at 4:08 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Rick Baumhover Ross Janes
 Cathy Dickens Rick Merfeld
 Amy Eudaley Julietta Scott

Commissioners Absent: Renee Kehoe

Staff Present: Gina Hodgson Hollie Ohnesorge Michael Belmont (arrived at 4:40pm)
 Tonya England Corinne Rothblum

Public Present: None

Oath of Office – Rick Merfeld

Rick Merfeld read and accepted the Oath of Office.

Oath of Office – Rick Baumhover

Rick Baumhover read and accepted the Oath of Office.

Certification of Minutes – July 22, 2025 Housing Commission Meeting

Commissioner Amy Eudaley moved to approve the Minutes for the July 22, 2025 Housing Commission Meeting. Commissioner Rick Baumhover seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

Correspondence/Public Input

There was no correspondence nor public input.

Old Business

- a) Adopt PHA Conflict of Interest Policy – tabled until the April 2026 meeting

Gina Hodgson, Assisted Housing Supervisor, explained that due to travel delays Crenna Brumwell, City Attorney, would not be able to attend the meeting to discuss the PHA Conflict of Interest Policy; therefore, the discussion will be tabled until the April 2026 meeting.

New Business

- a) Status of HCV Waiting List

Hodgson stated the budget for the Housing Choice Voucher program has been expended. The waiting list will not be reopening until there is budget funding available. Many housing authorities are not absorbing clients that are porting to their respective jurisdictions; therefore, the Housing & Community Development Department continues to pay for the voucher through a billing process until the voucher is absorbed.

Action: Hodgson will reach out to Cori to see what happened with legislative priorities regarding housing.

- b) Voucher Payment Standards (VPS)

MINUTES FOR HOUSING COMMISSION MEETING

Hollie Ohnesorge, Assisted Housing Administrator, discussed the Voucher Payment Standard (VPS).

Last year, the Housing Commission approved a 120% waiver. This year 52001, 52002, and 52003 is 110%--holding 52002 and 52003 harmless. The office has spent more funding while helping less families.

c) Voucher Issuance Timeline

Ohnesorge indicated the minimum voucher issuance is 60 days and City of Dubuque is 90 days. (VASH & FUP are already at 120 days.) There is a 70% lease up success rate. Ohnesorge's recommendation was to extend the voucher expiration from 90 days to 120 days.

Commissioner Cathy Dickens moved to recommend the extending the voucher expiration from 90 days to 120 days. Commissioner Rick Baumhover seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

d) Annual Plan – Draft Review

Hodgson defined the PHA Annual Plan as a source for locating the PHA's mission, goals, and objectives along with the basic policies and rules that govern the programs and services. She explained the process behind submitting the Annual Plan to the U.S. Department of Housing and Urban Development (HUD)—which includes the following:

- Holding a meeting with the Resident Advisory Board (RAB) and receiving recommendations
- Placing the draft of the Plan (which includes Minutes from the RAB Meeting) on the City's website for the public to review
- Presenting the information to the Housing Commission and obtaining a recommendation for City Council
- Receiving an adoption of the Plan from City Council

The goals (which included increasing homeownership program participation, supporting childcare initiatives, and de-concentration of poverty) and objectives from the 5-Year Plan were reviewed. She also provided the Housing Commission with a progress report on meeting the objectives: collaborated with community partners to reduce childcare barriers, which led to the opening of multiple daycare centers; reached full utilization of vouchers while expending all allotted funding from HUD; offered a Security Deposit Assistance program; rise in the voucher lease-up success rate from 40% to 70%.

Commissioner Julietta Scott moved to recommend approving the draft of the Annual Plan. Commissioner Ross Janes seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

Reports

a) Community Development Advisory Commission Report

Commissioner Renee Kehoe was not present; therefore, a report on the last meeting for the Community Development Advisory Commission was not provided..

b) Assisted Housing Waiting List Statistical Summary

Ohnesorge reported the number of applicants on the 2022 HCV Waiting List for the report dated 10/23/25 did not change on the the report dated 1/21/26; the only numbers that changed were the averages.

MINUTES FOR HOUSING COMMISSION MEETING

c) Housing Choice Voucher Participant Statistical Summary

Ohnesorge explained there were two summaries—the one dated 10/23/25 was created for the October 2025 meeting, which was cancelled, and there was one dated 1/21/26. The commissioners did not have any questions.

Information Sharing

a) New Units Under Construction Update from Mike Belmont

Michael Belmont, Assistant Director of Housing & Community Development/Code Official, provided the following information to the Housing Commission:

Community	Address	Units
Union at Mariana – Workforce Housing	1860 Hawthorne Street	201
Fox Hill	Behind AMC; end of Plaza Drive	390
Iron Works (Condos)	333 e. Tenth Street	34
Cedar Lake apartments	Lake Ridge Drive	42
799 Main Street Apartments	799 Main Street	36
1301 Central Ave. Apartments	1301 Central Avenue	30
1706 Central Apartments	1706 Central Avenue	11
Habitat for Humanity	Rosalynn Carter Place	19
The Landings at Cedar Cross	380 Cedar Cross Road	180
Bridge Lofts (mixed use)	35 Locust Street	106
Fifth & Main St. Apartmentss (mixed use)	5 th Street & Main Street	102
Mill Works Flat	1065 Jackson Street	76

b) 2026 Meetings for Point Neighborhood Association – Rick Baumhover

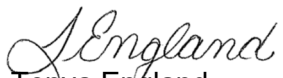
Commissioner Baumhover said that he received the flier in the mail; it referenced the upcoming meeting dates. He and Commissioner Dickens are on the Agenda for the meeting being held on Tuesday, February 3, 2026 at 6:30 p.m. at Holy Trinity.

c) Hodgson indicated they anticipate having a Director of Housing & Community Development by the next Housing Commission meeting.

Adjournment

There being no further business to come before the Commission, Commissioner Julietta Scott moved to adjourn the meeting. Commissioner Cathy Dickens seconded. Motion passed by voice vote. Meeting adjourned at 5:14 p.m.

Minutes taken by:


Tonya England
Recording Secretary

Respectfully Submitted:



Gina Hodgson
Assisted Housing Supervisor

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:

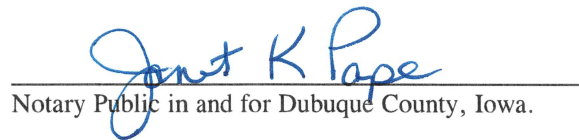
04/17/2026

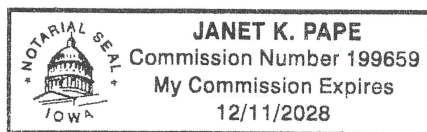
and for which the charge is 518.59



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

this 17th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on April 6, 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

PRESENTATIONS

1. Completion of Georgia Smoke Diver Program Recognition: Fire Chief Amy Scheller and Bureau Chief of Training Martin Fitzpatrick will recognize Fire Equipment Operator Chris Kluesners achievement in successfully completing the Georgia Smoke Diver Program.

PROCLAMATIONS

1. Sibling Support Day (April 2026) was accepted by Tara Conley on behalf of Supporting Illinois Brothers and Sisters.

CONSENT ITEMS

Roussell requested Item No. 5, Staver requested Item No. 8, and Cavanagh requested Item No. 12 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. 5, 8, and 12. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of March 16 and 23, 2026; Airport Commission of January 27 and February 23, 2026; Arts and Cultural Affairs Advisory Commission of January 27 and February 24, 2026; Building Code Advisory and Appeals Board of October 30, 2025; Cable TV Commission of February 17, 2026; Community Development Advisory Commission of January 21, 2026; Historic Preservation Commission of February 19, 2026; Human Rights Commission of February 10, 2026; Library Board of Trustees Update of February 26, 2026; Parks and Recreation Advisory Commission of February 10, 2026; Zoning Advisory Commission of March 4, 2026; Proof of Publication for City Council Proceedings of March 2 and 16, 2026; Proof of Publication for Expenditure Reports presented at the March 2 and 16, 2026 City Council meetings. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lynn Hancock for property damage; Larry Lambert for property damage; Thomas Mercer 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: Lynn Hancock for property damage; Larry Lambert 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. 100-26 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. Recommendation to Add Two Purchasing and Safety Interns: Motion by Roussell to receive and file the documents and approve adding two interns to provide support to the Safety and Purchasing functions. Seconded by Resnick. Purchasing and Risk Manager Tony Breitbach summarized the City's recent progress in reducing workers compensation claims, noting that the resulting savings will offset the cost of the interns. Council acknowledged the expense associated with the intern program and expressed appreciation for the clarification on the funding source. Motion carried 7-0.

6. Adoption of Supplement Number 2026 S-19 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 101-26 Adopting Supplement No. 2026 S-19 To the Code of Ordinances of the City of Dubuque, Iowa was adopted.

7. Iowa Department of Transportation Bridge Cleaning Project Notification Correspondence from Danielle Alvarez, Assistant 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.

8. Signed Contracts: A-1 Crane Rental & Machinery Moving, Inc. for Crane Rental Services for WRRRC; Ahlers & Cooney, P.C. for Speaker/Instructor Agreement to provide state mandated open meetings and open records training to members of governmental bodies; A-L- L Equipment for FY2026 Air Compressor Servicing at WRRRC; All-Seasons Trucking for Terminal Street LS Bypass Pumping; Anderson Welding & Repair, LLC for Welding & Repair Services for WRRRC; Apple Blossom LLC for FY26 Catering Services; Century Laundry Distributing, Inc. for Various maintenance of washing machines at 6 fire stations; CivicPlus for consolidation of services (PDF Accessibility, Websites, Agenda and Meeting Management, and Social Media Archiving); Contract Authority Report for Randy Gehl from January through March 2026; Contract Authority Reports for Deron Muehring for July 2025 through March 2026; Contract Authority Report for Amy Scheller from January through March 2026; Dietz Enterprises LLC for the Energy Savers Program Contractor Participation & Services Agreement; Digital Designs/Print Plant for Graphics on Fire Apparatus; Diversified Design Group for Consulting on Sound Reinforcement and Video Systems; Dubuque Appliance for 2 Washers and 2 Dryers for Fire Headquarters; Dubuque Community School District for the PEG Access Channel Operator Equipment Grant Award Agreement; Dubuque Pride Inc. for the Community Building Grant Program Agreement; Dubuque Water Sports Club for Miller Riverview Park Lease Agreement; Ed M. Feld Equipment Co., Inc. for Various Maintenance on SCBA Fill Station; Eurofins Environment Testing North Central, LLC for Laboratory Services Agreement with the Water & Resource Recovery Center; Garratt-Callahan Company for FY2026 Water Treatment Services for WRRRC; Geosyntec Consultants for Site Access Agreement; Globalcom Technologies DBA: Westphal & Company to move and install cables and furnish and install wireless access points at Fire Headquarters; Heartland Video Systems for CableCast Support; HDR Engineering Inc. for Amendment 02 to Task Order No. 2 for the Sanitary Sewer Asset Management Plan Services; HDR Engineering Inc. for Amendment 02 to Task Order No. 3 for

the Sanitary Sewer Asset Management Plan Services; Huseman Electric for Repair remotes for 2 Ceiling Fans at Fire Station 5; Kimley-Horn and Associates, Inc. Amendment No. 1 to Professional Services Agreement regarding Comprehensive Master Plan; Kruser Septic Service for Terminal Street lift station bypass pumping; KWWL for Digital Advertising Services; Lamar for Rental of Six Digital Billboards; Lee Manufacturing Co LLC for Service and/or Repairs; Loras College for the PEG Access Channel Operator Equipment Grant Award Agreement; McAuliffe Excavating for the Detention Basin Outfall Berm Repair Project; MGT Impact Solutions, LLC for Executive Recruitment for the position of Chief of Police; Midwest Concrete, Inc. for the 2025 ADA Sidewalk Curb Ramp Project One and Project Two Closeout; Modern Companies for Boiler Condensate Piping; Municipal Pipe Tool Company for Sole Source Procurement Justification Form for Vacall supplying; Northeast Iowa Community College for the Site Access Agreement; Playground Guardian for Playground Inspection Software Annual Fee; Origin Design Co. Task Order No. 25-02 for Force Main Easement Exhibit Revisions; Polco Confluence, Inc. for Balancing Act solution; RACOM for Ruby Sutton - 2nd Floor Cameras; Sabel Mechanical for Plant Service Work; Resilient Mind Psychology, LLC for Psychological Services provided to the Fire Department; Sabel Mechanical for WRRRC Bar Screen Replacement; Sedona Staffing Services for Temp/To-Hire staffing for Water and Resource Recovery Center; Shive Hattery for Task Order No. 2 for Federal Building Loading Dock; Strand Associates, Inc. for Change Order No. 2 to the Water Utility SCADA Upgrade; Strand Associates, Inc. for the Task Order No. 26-01 for the Water and Resource Recovery Center On-Call Services; Strand Associates, Inc. for the Task Order No. 26-02 for the Water and Resource Recovery Center Supervisory Control and Data Acquisition 2025-2026 SCADA Assistance Phase 2; Strand Associates, Inc. for the Task Order No. 26-04 for the Water and Resource Recovery Center Solids Processing Building Electrical and Control Room Replacement; Triple J Septic Service for Terminal Street LS Bypass; Top Grade Excavating, Inc. for the Detention Basin Utility Work Cedar Crest Ridge Lot B; TownSquare Ignite for Digital Marketing Campaign for Pet Licensing Promotion; Tschiggfrie Excavating for Flexsteel Stormwater Pump Station Access; Wesco for On-Site Safety Services for the Water and Resource Recovery Center; Westphal & Company for Flexsteel Pump Station Transformer Replacement; Westphal & Company for UV Cable Replacement; WHKS & Co. for Task Order #27-Loras Boulevard Reconstruction and Repairs. Motion by Roussell to receive and file the documents. Seconded by Sprank. City Council Members asked for clarification about the recent increase in the number of contracts presented. Van Milligen and Brumwell explained that updates to City procedures have resulted in more individual contracts, and they anticipate the volume will decline as the City implements master service agreements. Brumwell also clarified the resolution granting Van Milligen the authority to execute certain contracts, and noted that this item is for the Council to receive and file. Council Members discussed the level of information they need to feel adequately informed about contracts being executed. Motion carried 7-0.

9. Public Improvement Contracts with Performance, Payment and Maintenance Bonds: Valentine Construction Company LLC for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb

Ramp Project - Bid Package 1; Midwest Concrete, Inc. for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 2. Upon motion the documents were received, filed, and approved.

10. First Amendment to Development Agreement Between the City of Dubuque and FitzGerald EnterpriZes, LLC for the Rehabilitation of 2400 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 102-26 Approving A First Amendment to Development Agreement by and between the City of Dubuque, Iowa and FitzGerald EnterpriZes, LLC was adopted.

11. Asphalt Profile Milling Recommendation to Request Bids: Upon motion the documents were received, filed, and approved.

12. Community Development Block Grant (CDBG) Subrecipient Agreement- Crescent Community Health Center - Mobile Dental Unit: Motion by Roussell to receive and file the documents and adopt Resolution No. 103-26 Authorizing Execution of CDBG Subrecipient Agreement with Crescent Community Health Center. Seconded by Wethal. Cavanagh announced that he would abstain from the item due to his spouse serving in an executive role at Crescent Community Health Center. He noted that neither of them receives any financial benefit from the agreement, but he would still prefer to abstain. Motion carried 6-0 with abstention from Cavanagh.

13. Acceptance of Grant Easement for Sanitary Sewer Utility across Rhomberg Property off Old Mill Road in Dubuque as Part of Phase One of the Old Mill Road Lift Station Project: Upon motion the documents were received and filed, and Resolution No. 104-26 Accepting A Grant Of Easement For Sanitary Sewer Utility Through, Under And Across Parts of Lot 1 of the Subdivision of Lot 1 of Mineral Lot 512, and Lot 2 of the Subdivision of Mineral Lot 507, and Lot 10 of Mineral Lot 501, All in the City of Dubuque, Iowa was adopted.

14. Chaplain Schmitt Island Trail Connection Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 105-26 Accepting the Chaplain Schmitt Island Trail Connection Project and Authorizing Final Payment to the Contractor was adopted.

15. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 106-26 Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Wethal to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Roussell. 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 HG APT LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2901 Central Avenue: Upon motion the documents were received and filed and Resolution No. 107-26 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 HG APT LLC, to Bellevue State Bank for Property at 2901 Central Avenue was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20,

2026 in the Historic Federal Building.

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 108-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 109-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

4. Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC: Upon motion the documents were received and filed and Resolution No. 110-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Assignment of a Development Agreement by and between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC 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 April 20, 2026 in the Historic Federal Building.

5. Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC: Upon motion the documents were received and filed and Resolution No. 111-26 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC 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 April 20, 2026 in the Historic Federal Building.

6. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 4: Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 112-26 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 4 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 April 20, 2026 in the Historic Federal Building.

7. Public Works Concrete Banding and Crack Sealing Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 113-26 Public Works Concrete Banding and Crack Sealing 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 April 20, 2026 in the Historic Federal Building.

8. Setting a Public Hearing for the Residential Parking Permit District Amendment District A: Upon motion the documents were received and filed and Resolution No. 114-26 Setting a Public Hearing on Amending Residential Parking Permit District A to Include Grace Street from North Grandview Avenue to North Algona Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

9. Grant of Easement to Holy Family Catholic Schools: Upon motion the documents were received and filed and Resolution No. 115-26 Intent to Dispose of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026 in the Historic Federal Building.

10. Setting a Public Hearing for a Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque Childrens Zoo Boosters, Inc.: Upon motion the documents were received and filed and Resolution No. 116-26 Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Dubuque Childrens Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 20, 2026, in the Historic Federal Building.

11. 2026 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 117-26 2026 Pavement Marking 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 April 20, 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. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of Wall). Applicant: Cathy Mauk Dickens, 431 Alpine St.

PUBLIC HEARINGS

1. Public Hearing for the Adoption of the Public Housing Authority (PHA) Annual Plan for Federal Fiscal Year 2026: Motion by Resnick to receive and file the documents and adopt Resolution No. 118-26 Authorizing the Mayor to Execute the Certification by State or Local Office of Public Housing Agency (PHA) Plans Consistency with the Consolidated Plan and Approval of the PHA Federal Fiscal Year 2026 Annual Plan. Seconded by Wethal. Motion carried 7-0.

2. Conducting a Public Hearing for the Jules-Iowa Department of Transportation Consolidated Funding: Motion by Sprank to receive and file the documents and adopt Resolution No. 119-26 Authorizing Resolution: Approval of Consolidated Funding Application to Iowa DOT. Seconded by Wethal. Director of Transportation Services Ryan Knuckey responded to questions regarding ridership numbers. Motion carried 7-0.

3. Petition to Vacate a Portion of West 6th Street Right of Way known as City Lot 61B, in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets): Motion by Resnick to receive and file the documents and adopt Resolution No. 120-26 Vacating a Portion of City Lot 62A, in the City of Dubuque, Iowa, being a part the West 6th Street Right of Way, Legally Described as Lot 61B, in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 6-0 with abstention from Leyendecker, which he announced due to his employers potential involvement with the project.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., provided input property tax rates and assessments.

Andy Butler, 898 Mt. Carmel Dr., spoke in support of Action Item No. 3.

Katherine Sorenson, 2613 Jackson St., spoke regarding the budget data published on the citys online budgeting software and debt obligations.

Brooklyn Williams, 250 W. 6th St. Apt 501, spoke about the aspects that enhance the city.

Leonard Dress, 541 Groveland Pl., spoke about the proposed utility rate increases.

Roger Arendsdorf, 3935 Creston St., spoke regarding the citys proposed property tax rate.

ACTION ITEMS

1. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 3 Award Public Improvement Contract: Motion by Roussell to receive and file the documents and adopt Resolution No. 121-26. Seconded by Wethal. Van Milligen summarized the asphalt overlay program. Chief Financial Officer Jennifer Larson responded to Council questions regarding the projects funding sources. City Engineer Gus Psihoyos outlined the federal requirements for ADA compliant ramps associated with the project. Brumwell added that there are consequences for failing to comply with these requirements. Motion carried 7-0.

2. RFP Comprehensive Fire Station Location and Facilities Study Recommendation: Motion by Wethal to receive and file the documents and approve moving forward with Wendel, Five Bugles Design, in partnership with Mitchell Associates Architects, to complete the Fire Departments Fire Station Location and Facilities Study for \$97,500. Seconded by Sprank. Fire Chief Amy Scheller responded to questions regarding the project

timeline, the factors that guided the consultant selection, and the previous studies conducted. City Council Members emphasized the purpose of the study and highlighted the aspects they intend to focus on. Motion carried 7-0.

3. Support of a Town Clock Lighting Partnership with Dubuque Forward: Motion by Roussell to receive and file the documents and approve proceeding with the project to light the Town Clock and authorization to sign the final agreement that will be completed soon, consistent with the described understanding, so the project can be completed by July 4, 2026. Seconded by Wethal. Architect and Dubuque Forward member Mike Stickley responded to questions about the technical aspects of the lighting and the replacement of fixtures. Parks and Recreation Director Matt Kalcevich noted that his department has experience with this type of lighting and will participate in the installation. Council Members expressed their appreciation to Dubuque Forward for the project and the partnership. Motion carried 7-0.

4. Jeffris Challenge Grant - Eagle Point Park: Motion by Sprank to receive and file the documents and approve informing the Jeffris Family Foundation of the City's intent to apply for a Capital Campaign Challenge Grant. Seconded by Wethel. Planning Services Director Wally Wernimont summarized the City's work with the Jeffris Family Foundation. City Council Members expressed support for identifying funding for improvements to the park. Motion carried 7-0.

5. 2025 Dubuque Police Department Annual Report: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Wethel. Police Chief Jeremy Jensen made a presentation on the report. City Council Members commended the Police Department for its strong community engagement and its efforts that have resulted in a safe community. Motion carried 7-0.

6. Work Session Request: Economic Mobility Update: Motion by Resnick to receive and file the documents and schedule the work session for April 20, 2026, from 5:15 p.m. to 6:00 p.m. Seconded by Roussell. Motion by 7-0.

7. Work Session Request: Smart Parking & Mobility Master Plan: Motion by Resnick to receive and file the documents and schedule the work session for Monday, May 4, 2026, at 5:15 p.m. Seconded by Leyendecker. Motion carried 7-0.

8. Work Session Request: Sustainable Dubuque: Motion by Roussell to receive and file the documents and schedule the work session for Monday, June 15, 2026. Seconded by Sprank. Motion carried 7-0.

9. Dubuque Gate and Pump Station Flood Mitigation (16th St Detention Basin) Project Update Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Roussell. It can also be seen on the City's YouTube channel at <https://youtu.be/lnZMkn-QjMY>. Motion Carried 7-0.

10. Fiscal Year 2027 Budget Recommendation: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Wethal. Van Milligen made a presentation and answered questions regarding allocations for capital improvement projects and contingencies. Larson noted that the City's Open Expense software offers information on the city's budget, including any amendments made to it. Van Milligen added that the City will review the software to determine whether the data can be presented to the public in a clearer, less confusing format. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal reported on meeting with Greater Dubuque Development Corporations (GDDC) new President and CEO, Jason White, meeting with the Dubuque YMCA, and attending a Presentation Lantern Center event.

Roussell reported on signing up to volunteer for RAGBRAI, Board Meetings for Main Street and GDDC, attending the Presentation Lantern Center Event, meeting with the Dubuque Soccer Club, participating in a food distribution event at her church, recent volunteering with Dubuque Trees Forever, and the first meeting of her newly created organization Friends of Dubuque Parks

Leyendecker also reported on meeting with GDDCs President and CEO and meeting with Bluff Strokes.

Cavanagh reported on the RAGBRAI route and logo announcement, meeting with students at local schools, and attending the National League of Cities (NLC) conference and Dubuque Night in Des Moines.

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)(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.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:48 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk and Trish L. Gleason, MMC, Assistant City Clerk
1t 4/17

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:

04/17/2026

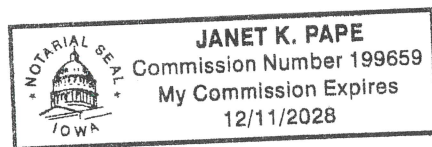
and for which the charge is 37.96



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

this 17th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 7, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Engineering Fiscal Year 2027 Budget Presentation: City Engineer Gus Psihoyos, Assistant City Engineer Bob Schiesl, Project Manager Jim Bousley, Engineering staff were also present. Clark Schloz, 2925 Burlington St., provided public input on the departments budget.

2. Public Works Fiscal Year 2027 Budget Presentation: Public Works Director Arielle Swift. The Dubuque Metropolitan Area Solid Waste Agency Administrator and Interim Resource Management Supervisor Ken Miller. Clark Schloz, 2925 Burlington Street, Katherine Sorenson 2613 Jackson Street, and Rob McDonald, 3399 Eagle Point Dr., provided public input on the departments budget.

3. Water Fiscal Year 2027 Budget Presentation: Water Department Director Chris Lester. Clark Schloz, 2925 Burlington St., provided input on the departments budget.

4. Water & Resource Recovery Center Fiscal Year 2027 Budget Presentation: Water & Resource Recovery Center Director Deron Muehring.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:28 p.m.

/s/Trish Gleason, MMC, Assistant City Clerk

1t 4/17

STATE OF IOWA
DUBUQUE COUNTY

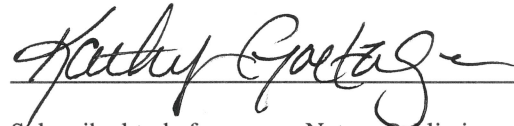
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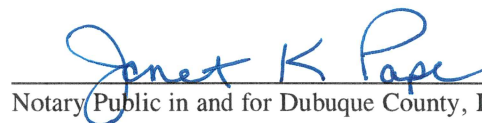
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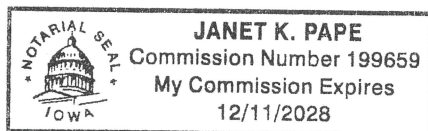
and for which the charge is 46.14



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

this 17th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 9, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Housing and Community Development Fiscal Year 2027 Budget Presentation: Housing and Community Development Director Maddy Haverland, Assistant Housing and Community Development Director Mike Belmont, Deputy Code Official Ben Pothoff, Assisted Housing Supervisor Gina Hodgson, Community Development Specialist Mary Bridget Corken Deutsch.

2. Planning Fiscal Year 2027 Budget Presentation: Planning Services Director Wally Wernimont.

3. Economic Development Fiscal Year 2027 Budget Presentation: Economic Development Director Jill Connors, and Arts and Cultural Affairs Manager Bonnie Spurling. President and CEO of Greater Dubuque Development Corporation Jason White, Director of the Fountain of Youth Caprice Jones, and Dubuque Dream Center Director Robert Kimble provided public input regarding this budget. Many members of the Dream Center and Foundation of Youth were present to show their support.

4. Purchase of Services Fiscal Year 2027 Budget Presentation: Assistant City Manager Cori Burbach. President and CEO of Greater Dubuque Development Corporation Jason White answered questions from City Council.

5. Transportation Services Fiscal Year 2027 Budget Presentation: Director of Transportation Services Ryan Knuckey. At the request of City Council, Greg Orwoll, 2635 W. 32nd St., provided a summary of DuRide, a local non-profit service that provides transportation option for seniors.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:29 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

1t 4/17

**STATE OF IOWA
DUBUQUE COUNTY**

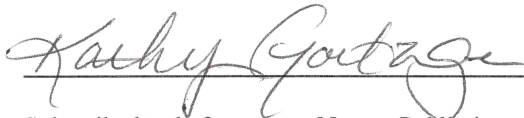
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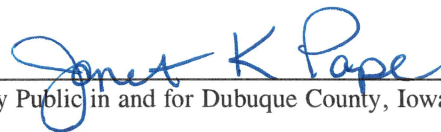
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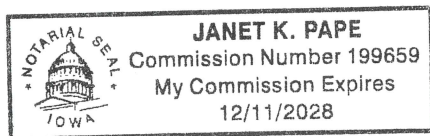
and for which the charge is 44.97



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

this 29th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 13, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Library Fiscal Year 2027 Budget Presentation: Library Director Nick Rossman.

2. Five Flags Civic Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalceovich. Five Flags Civic Center General Manager Ryan Bonifas responded to questions. Karry Tedore, Katherine Sorenson, Leonard Dress provided public input regarding this budget.

3. Grand River Conference Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalceovich. Five Flags Civic Center General Manager Ryan Bonifas responded to questions. Katherine Sorenson provided public input regarding the Recreation budget at this time as she needed to leave the meeting before the Recreation budget will be presented.

4. ImOn Ice Center Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalceovich.

5. Recreation Fiscal Year 2027 Budget Presentation: Parks and Recreation Director Matt Kalceovich provided a brief update on the Park and Recreation Master plan. Division Manager Dan Kroger. Resident Clark Schloz provided public input on this departments budget.

6. Parks Fiscal Year 2027 Budget Presentation: Park Division Manager Steve Fehsal. Resident Rob McDonald provided public input on the overall budget process. Assistant City Clerk Gleason announced that public input was provided through the agenda from Cathy Canfield.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:18 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

1t 4/29

STATE OF IOWA
DUBUQUE COUNTY

SS:

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:

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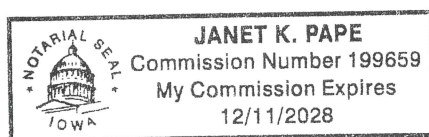
and for which the charge is 42.05



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

this 29th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 15, 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, Stavers, Wethal; City Manager Van Milligen.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Human Resources Fiscal Year 2027 Budget Presentation: Chief Human Resources Officer Shelley Stickfort, Administrative Support Specialist Angie Kelley, Training and Development Manager Kelly Larson, Employment Specialist Amanda Koppes, Talent Acquisition and Diversity Coordinator Kristen Dietz, Benefits and Compensation Manager Connie Palm, and Payroll and Benefits Specialist McKenzie Capesius. Residents Clark Schloz, and Rob McDonanld, provided public input on this budget.

2. Information Technology Fiscal Year 2027 Budget Presentation: Chief Information Officer Joe Pregler, Chief Information Security Office Timothy Krieger, Data Analyst Braden Daniels, Geographic Information Systems (GIS) Coordinator Nikki Rosemeyer. Resident Rob McDonald spoke again on the Human Resources budget.

3. Communications Office Fiscal Year 2027 Budget Presentation: Public Information Officer Randy Gehl.

4. Finance Fiscal Year 2027 Budget Presentation: Chief Financial Officer Jennifer Larson, Utility Billing Supervisor Chris Vallee. Resident Clark Schloz provided public input on this budget. Purchasing and Risk Manager Tony Breitbach was present to answer questions

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:50 p.m.

/s/Trish L. Gleason, Assistant City Clerk

1t 4/29

**STATE OF IOWA
DUBUQUE COUNTY**

SS:

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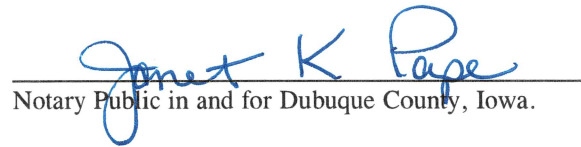
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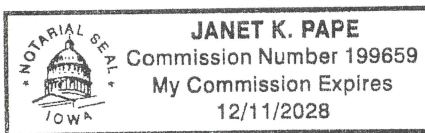
and for which the charge is 39.71



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

this 29th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 16, 2025, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. City Manager's Office Fiscal Year 2027 Budget

Presentation: Director of Strategic Partnership Anderson Sainci, Assistant City Manager Cori Burbach and Director of Sustainability Gina Bell. Residents Clark Schloz, Gary Linden, Leonard Dress, and Rob McDonald (virtually) provided public input on this departments budget.

2. City Council Fiscal Year 2027 Budget Presentation: City Manager Mike Van Milligen.

3. City Clerk's Office Fiscal Year 2027 Budget Presentation: Assistant City Clerk Trish Gleason provided a prerecorded presentation and was on the GoToMeeting to answer questions. Resident Leonard Dress provided public input on this departments budget.

4. City Attorney's Office Fiscal Year 2027 Budget Presentation: City Attorney Crenna Brumwell. Resident Clark Schloz provided public input on this departments budget.

ACTION

1. Civil Service Commission Certified List for Chief of Police: Motion by Sprank to receive and file and make a matter of record. Seconded by Wethal. Motion carried 7-0.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:08 p.m.

/s/Trish L. Gleason, Assistant City Clerk

lt 4/29

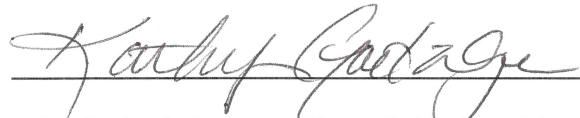
**STATE OF IOWA SS:
DUBUQUE COUNTY**

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:

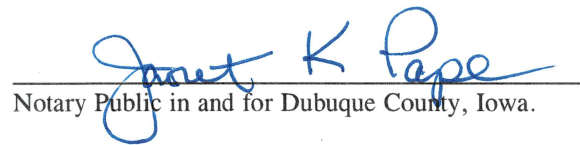
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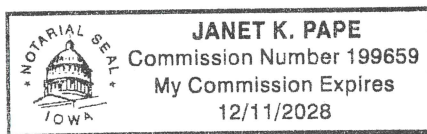
and for which the charge is 475.38



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

this 29th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

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

The Dubuque City Council met in special session at 5:15 p.m. on April 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Resnick

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 Economic Mobility Progress Update and The Greater Dubuque Development Corporation Quarterly Update

WORK SESSION No. 1

Economic Mobility Progress Update

Community Impact and Neighborhood Support Director Antonio Mouzon provided an Economic Mobility Progress Update by improving system coordination, aligning resources, and grounding decisions in community voices and lived experiences. Highlighting updated data on poverty and demographic trends and gaps such as limited coordination, visibility, and equitable access to services. Desiring a collective impact model to achieve long term system changes.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 5:58 p.m.

WORK SESSION No. 2

Greater Dubuque Development Corporation Quarterly Update

President and CEO Jason White presented a quarterly update on Greater Dubuque Development Corporations progress on strategic plan goals including business expansion projects, national marketing efforts, and workforce. Highlighting population growth initiatives such as student career engagement and newcomers integration programs. Siting the impact of Opportunity Dubuque as it shows strong enrollment, high completion rates and long-term regional reach.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:23 p.m.

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

The Dubuque City Council met in regular session at 6:30 p.m. on April 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker, Resnick, Roussell, Sprank, Staver, 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. International Dark Sky and Week and Earth Week (April 19-25, 2026) was accepted by Zoe Heiar and Lizzie Sulla on behalf of the City of Dubuque Sustainability Office and Green Iowa AmeriCorps.

2. Arbor Day (April 24, 2026) was accepted by Trees Forever President Tom Kramer on behalf of Dubuque Trees Forever.

3. Dubuque YP Days of Caring (April 24, 2026) was accepted by Dubuque YP Days of Caring Co-Chair Brittney Hayes on behalf of the Dubuque YP Days of Caring Board.

4. National Apprenticeship Week (April 26-May 2, 2026) was accepted by Nick Flogel on behalf of the Mid-America Carpenters Regional Council.

5. Stewardship Week (April 26-May 3, 2026) was accepted by Chairperson for Soil and Water Conservation District (SWCD) Wayne Demmer on behalf of the Dubuque County SWCD.

6. Foster Care Month (May 2026) was accepted by Susie Stroud on behalf of Four Oaks Foster Care and Adoption.

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. Assistant City Clerk Gleason announced that Action item #2 has been pulled from the agenda at the request of the applicant.

1. Minutes and Reports Submitted: Proof of publication for City Council Proceedings of March 23, 2026. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kevin and Julie Behning for property damage; Travelers the Standard Insurance Company ASO Jandell Gallagher vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 122-26 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.

4. Signed Contracts: CivicPlus for Software; Des Moines Area Community College for education to health care students, and the City of Dubuque, Iowa through its Fire Department; Top Grade Excavating, Inc. for Catherine Street Storm Sewer Project; Globalcom Technologies for installation for the Wilbright Lane Tree Crew Building Fiber Addition; Westphal and Company for Mt. Carmel Generator and ATS Installation; Midwest Concrete, Inc. for Asphalt Overlay Program Sidewalk Curb Ramp Project; Dubuque Food Pantry for Launch Into Summer party event; Clarke University for advancing workforce development; DROP for software purchase. Upon motion the documents were received and filed.

5. May/June 2026 Issue of City News Newsletter will be mailed and emailed with City utility bills from April 14 - May

5. Upon motion the documents were received and filed.

6. Property Tax Appeal Stipulation of Settlement Notice: A 2025 property tax appeal filed by Alpine Park MHC, LLC for their property located at Parcel No. 10-11-226-002. Upon motion the documents were received and filed.

7. Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road: Upon motion the documents were received and filed, and Resolution No. 123-26 Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, LLC was adopted.

8. Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project

Upon motion the documents were received and filed, and Resolution No 124-26 Fuel Station Rehabilitation Project - Approving the Merchant Processing Agreement between the City

of Dubuque and Citizens Merchant Services was adopted.

9. Acceptance of Granger Creek Lift Station Improvements establishing the final contract amount at \$1,257,914.83 and authorize the payment of the final contract retainage amount of \$62,895.74 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project. This is a 3.02 % increase from the original contract amount of \$1,221,000.00. Upon motion the documents were received and filed, and Resolution No. 125-26 Accepting the Granger Creek Sanitary Sewer Pump Station Modification Project was adopted.

10. FY25 JAG Grant Application approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is \$33,689 and requires no cash match. The grant application period ends April 28, 2026. Upon motion the documents were received, filed, and approved.

11. Community Development Block Grant FY 2027 Annual Action Plan adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission.

Upon motion the documents were received and filed, and Resolution No. 126-26 Adopting the Fiscal Year 2027 (Program Year 2026) Community Development Block Grant (CDBG) Annual Action Plan was adopted.

12. Retail Alcohol License Renewals: Upon motion the documents were received and filed, and Resolution No. 127-26 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.

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. Set Public Hearing on FY 2027 City Budget: Upon motion the documents were received and filed and Resolutions No. 134-26 Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2027 Through 2031 for the City of Dubuque and 135-26 Setting the Date for the Public Hearing on the Fiscal Year 2026 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 28, 2026 in the Historic Federal Building.

2 Tri-State Modelers Lease Agreement: Upon motion the documents were received and filed and Resolution No. 128-26 Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Tri-State Modelers for Real Property Located in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 4, 2026 in the Historic Federal Building.

3. Loras Boulevard and Locust Street Storm Sewer Reconstruction Project: Upon motion the documents were received and filed and Resolution No. 129-26 Loras Blvd. & Locust St. Storm Sewer Reconstruction 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 May 4, 2026 in the Historic Federal Building.

4. 2026 Terminal Street Pumping Station Rehabilitation Project authorizing the public bidding process and the advertisement for bids and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of probable construction cost is \$1,061,000.00. Upon motion the documents were received and filed and Resolution No. 130-26 To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, and the Taking of Bids Therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 4, 2026 in the Historic Federal Building.

5. Loras Boulevard Reconstruction and Repairs Project Initiate Bid, authorize the public bidding process and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$383,388.50 for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution. Upon motion the documents were received and filed and Resolution No. 131-26 Loras Boulevard Reconstruction and Repairs 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 May 4, 2026 in the Historic Federal Building.

6. CY2026 Asphalt Overlay Program Initiate Bid and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$148,000 for the Public Works Asphalt Profile Milling Project. Upon motion the documents were received and filed and Resolution No. 132-26 Public Works Asphalt Milling Profile 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 May 4, 2026 in the Historic Federal Building.

7. Traffic Signal Improvement Project - Asbury, Carter, and Chaney preliminary approval of the construction plans and specifications, form of contract and construction estimate of \$297,082.25; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project. Upon motion the documents were received and filed and Resolution No. 133-26 Carter, and Chaney Traffic Signal Improvement 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 May 4, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments to the Following Commission to be Made at this Meeting.

1. Housing Commission: One, 3-Year term through August 17, 2027 (Vacant term of Wall) Applicant: Cathy Mauk Dickens, 431 Alpine St. Motion by Roussell to appoint Cathy Mauk Dickens to the term. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Amend Historic Millwork District Planned Unit Development to allow removal of a portion of 850 Jackson Street: 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. Planning Services Director Wally Wernimont made a presentation. Applicant Matthew Lund was present to address any questions. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 12-26 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 12-21 Which Provides Regulations for a PUD Planned Unit Development District with a Planned Commercial Designation for the Historic Millwork District PUD and now Being Amended to allow the Removal of a Portion of the Building at 850 Jackson Street (Parcel #10-24-484-003). Seconded by Wethal. Motion Carried 7-0.

2. Request to Vacate and Dispose of Portions of an Interest in City Owned Property by Development Agreement with Dubuque Museum of Art: Motion by Sprank to receive and file the documents and adopt Resolution No. 136-26 Approving the Vacation and Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement by and between the City of Dubuque and Dubuque Museum of Art. Seconded by Resnick. Motion carried 7-0.

3. Dubuque Childrens Zoo Lease Agreement: Motion by Resnick to receive and file the documents and adopt Resolution No. 137-26 Approving a Lease Agreement by and between the City of Dubuque and Dubuque Childrens Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. Collateral Assignment of Development Agreement - HG APT, LLC to Bellevue State Bank Motion by Resnick to receive and file the documents and adopt Resolution No. 138-26 Approving A Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hg Apt LLC to Bellevue State Bank for Property at 2901 Central Avenue. Seconded by Sprank. Motion carried 7-0.

5. Development Agreement - Iron Creek Group, LLC for the Redevelopment of 1222-1240 Locust Street: Motion by Roussell to receive and file the documents and adopt Resolution No. 139-26 Approving a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC for the Redevelopment of the Property At 1222-1240 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 7-0.

6. Development Agreement - Miller Companies, LLC for the Redevelopment of 730 Main Street: Motion by Resnick to receive and file the documents and adopt Resolution No. 140-26 Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the Redevelopment of the Property at 730 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 6-1 with Leyendecker abstaining.

7. Consent to Assignment of Development Agreement - and Carmac Management, Inc. to Linseed Lofts, LLC: Motion by Wethal to receive and file the documents and adopt Resolution No. 141-26 Approving the Consent to Assignment of the

Development Agreement by and between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC. Seconded by Sprank. Motion carried 7-0.

8. Consent to Assignment of Development Agreement - Outfly Development, LLC to Verena Ct Exchange, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 142-26 Approving the Consent to the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC. Seconded by Wethal. Motion carried 6-1 with Leyendecker abstaining.

9. Grant of Easement - Holy Family Catholic Schools: Motion by Wethal to receive and file the documents and adopt Resolutions No. 143-26 Disposing of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 In Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa and Resolution No. 144-26 Granting a Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa. Seconded by Leyendecker. Motion carried 7-0.

10. 2026 Pavement Marking Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 145-26 2026 Pavement Marking Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Russell. Motion carried 7-0.

11. 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 4: Motion by Roussell to receive and file the documents and adopt Resolution No. 146-26 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 4 - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Sprank. Motion carried 7-0.

12. Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1: Motion by Resnick to receive and file the documents and adopt Resolution No. 147-26 Approving the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Dubuque Industrial Center Economic Development District. Seconded by Wethal. Motion carried 7-0.

13. Public Works Concrete Banding and Crack Sealing Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 148-26 Public Works Concrete Banding and Crack Sealing Project - Approval of Plans, Specifications, Form of Contract, And Estimated Cost. Seconded by Wethal. Motion carried 7-0.

14. Ordinance Amendment - Residential Parking Permit District A: 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. City Engineer Gus Psihoyes was present to address questions. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 13-26 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 14

Parking, Division 7 Residential Parking Permit Program,
Section 9-14-321.733 Residential Parking Permit District A.
Seconded by Wethal. Motion carried 7-0.

Assistant City Clerk turned over clerking duties to City
Attorney Crenna Brumwell for the remainder of the meeting.

PUBLIC INPUT

1. Mike Welu Discussed cost allocations in the 2027 budget
and encouraged a written policy regarding the allocation
procedures.

2. Jared McGovern Discussed the Sustainability budget and
the Park and Recreation budget.

3. Scott Ganshirt discussed the condition of Ceder Cross
Road.

4. Robin Kennicker discussed visiting the greenhouse and the
benefits of having the greenhouse.

5. Tammy Vandermillen discussed the cleanliness and
beautification of Dubuque.

ACTION ITEMS

1. East West Corridor Capacity Improvement Project Right of
Way Property Acquisition Approve Offer to Buy Agreement 2300
University Avenue (Butt Property): Motion by Resnick to
receive and file the documents and adopt Resolution No. 149-26
Approving Offer to Buy Real Estate and Acceptance Agreement
between the City of Dubuque and Stephen J. Butt Trust and
Patricia J. Schroeder Trust. Seconded by Wethal. Motion
carried 7-0.

2. Big A Auto - Request to Alter the Broadway Street
Neighborhood Conservation District Boundary; Pulled from the
agenda at applicants request.

3. Federal Emergency Management Agency (FEMA) Building
Resilience Infrastructure and Communities (BRIC) grant
application for the Bee Branch Creek Watershed Flood
Mitigation Project: Motion by Sprank to receive and file the
documents and (approve) Seconded by Roussell. Motion carried
7-0.

4. Acceptance Heeb Street Reconstruction Project and
authorize the payment of the final contract amount of
\$601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb
Street Reconstruction Project. Motion by Resnick to receive
and file the documents and adopt Resolutions No. 150-26
Accepting the Heeb Street Reconstruction Project and
Authorizing Final Payment to the Contractor and Resolution
151-26 Adopting the Final Schedule of Assessment for the Heeb
Street Reconstruction Project. Seconded by Wethal. Motion
carried 7-0.

5. Funding Recommendation - Sustainable Dubuque Community
Grant Program: Motion by Resnick to receive and file the
documents and adopt Resolutions No 152-26 Awarding Sustainable
Dubuque Grant to Arboretum and Botanical Gardens and
Resolution No. 153-26 Awarding Sustainable Dubuque Grant to
Church of the Resurrection and Resolution No. 154-26 Awarding
Sustainable Dubuque Grant to Dubuque Community School District
and Resolution No. 155-26 Awarding Sustainable Dubuque Grant
to Dubuque Rendezvous and Resolution No. 156-26 Awarding
Sustainable Dubuque Grant to Hills and Dales and Resolution
No. 157-26 Awarding Sustainable Dubuque Grant to Liberty
Recovery and Resolution No. 158-26 Awarding Sustainable
Dubuque Grant to Revolution Farms LLC Seconded by Wethal.
Motion carried 7-0.

6. Development Agreement Linseed Lofts, LLC Second

Amendment: Motion by Sprank to receive and file the documents and adopt Resolutions No. 159-26 Approving the Second Amendment to Development Agreement between the City of Dubuque, Iowa and Linseed Lofts, LLC. Seconded by Wethal. Motion carried 7-0.

7. Ordinance Amendment - Division of Revenue in the Dubuque Industrial Center Economic Development District Urban Renewal Area: 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. 14-26 Correcting and Amending Ordinance No. 46-25, Previously Amended, Providing that General Property Taxes Levied and Collected Each Year on all Property Located Within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area 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 Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by Adding Subarea Y to the Division of Revenues. Seconded by Wethal. Motion carried 7-0.

8. Fiscal Year 2027 City Council Budget Questions: Motion by Resnick to receive and file and discuss. Council discussed topics addressed in previous budget hearings and how to move forward in future budgeting years. Seconded by Wethal. Motion carried 7-0.

9. VIDEO: Tour of Dubuque County 911 Emergency Communications Center: Motion by Resnick to receive and file the documents and view the video. Seconded by Russell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Wethal attended Local News Day at the TH on 4-9-26 What local newspapers mean to communities and Area Substance Abuse Council (ASAC) Services available locally and regionally.

Cavanagh reminded residents that Julien Dubuque International Film Festival (JDIFF) is going on now.

CLOSED SESSION

Motion by Wethal to convene in closed session at 9:39 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 10:02 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:04 p.m.

/s/Trish L. Gleason,
Assistant City Clerk
1t 4/29

STATE OF IOWA
DUBUQUE COUNTY

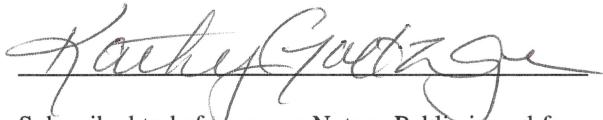
SS:

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:

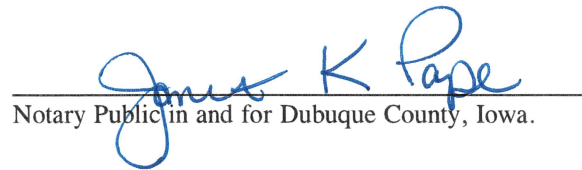
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and for which the charge is 43.22

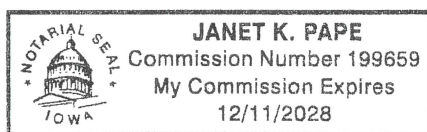


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 29th day of April, 2026



Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 21, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Airport Fiscal Year 2027 Budget Presentation: Airport Director Todd Dalsing.

2. Human Rights Fiscal Year 2027 Budget Presentation: Assistant City Attorney, Jason Lehman.

3. Community Impact Fiscal Year 2027 Budget Presentation: Community Impact Director Antonio Mouzon; Data Analyst Braden Daniels, Community Diversion and Prevention Coordinator Miranda Onofre, Community Service and Outreach Coordinator Brittney Hayes; AmeriCorps Program Director Sarah Berna; and Community Engagement Coordinator Community Impact Temwa Phiri. Residents Brooklyn Williams, Cindy Racker, Robin Kinnicker, Dereka Williams, Ashley (sir name unknown), Sylvan Garish, Tayler (sir name unknown), Jeremiah Allen, Jennnifer Grayn Katherine Sorenson, Tommy (sir name unknown), provided input on how they have personally benefited from the community impact service program.

4. Multicultural Family Center (MFC) Fiscal Year 2027 Budget Presentation: Multicultural Family Center Director LaMetra Murdock. Residents Brooklyn Williams, Jeremiah Allen, Corinne Rothblum, Temwa Phiri, MFC Board Members Claudette Bees and Marlene Waller provided input on how they have personally benefited from the community impact service program.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:36 p.m.

/s/Trish L. Gleason, Assistant City Clerk

1t 4/29

STATE OF IOWA
DUBUQUE COUNTY

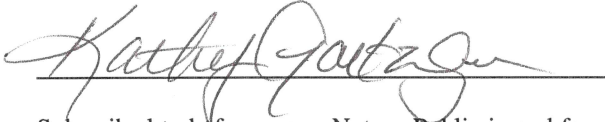
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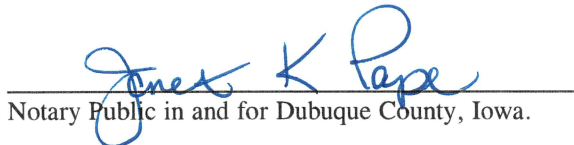
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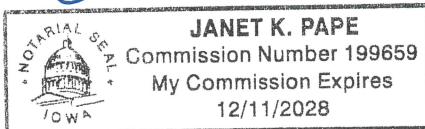
and for which the charge is 35.04



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

this 29th day of April, 2026


Notary Public in and for Dubuque County, Iowa.



Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on April 22, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2027 Department Budgets.

PUBLIC HEARINGS

City staff presented Fiscal Year 2027 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Police Fiscal Year 2027 Budget Presentation: Assistant Police Chief Joe Messerich, Chief Jeremy Jenson. Residents Clark Schloz and Leonard Dress provided input on the departments budget.
2. Fire Fiscal Year 2027 Budget Presentation: Fire Chief Amy Scheller. Resident Leonard Dress provided input on the departments budget.
3. Emergency Management Fiscal Year 2027 Budget Presentation: Emergency Management Director Tom Berger.
4. Emergency Communications Fiscal Year 2027 Budget Presentation: Emergency Communications Director Jessica George-Rethwisch.
5. Health Services Fiscal Year 2027 Budget Presentation: Public Health Director Mary Rose Corrigan. Resident Clark Schloz provided input on the departments budget.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:57 p.m.

/s/Trish L. Gleason, Assistant City Clerk

It 4/29

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Donald Boyle for Vehicle Damage; Thomas Mercer for Property Damage
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Donald Boyle
2. Claim by Thomas Mercer

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mum
Legal
Arielle Swift

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

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

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

1. Name of Claimant: Donald Boyle

2. Address: 5325 CLASSIC LANE LOT 9

City: PLATTEVILLE State: WI Zip: 53818

3. Telephone Number: 1-608-733 0006-732-0006

4. Date of Incident: 4-4-26

5. Time of Incident: 3-PM

6. Location of Incident (Be specific): 1ST Road To LEFT JUST BEFORE

HULAHANS, Big Square 15-20 inch HOLE, No cone No

7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)

1ST Road in, PAST HULAHANS, ~~THEIR~~ WAS 15-20
SQUARE HOLE, IN STREET, HIT HOLE HARD, FRONT END
OUT OF LINE

8. What were weather conditions like? BRIGHT SUNNY, CAR PULL TO RIGHT

9. Give name and address of any witnesses: IRENE BEST

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

No

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

No

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

KNOCK FRONT END OF CAR OUT
OF LINE.

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

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

NO

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

\$ 137.13

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

THE CASINO DOES NOT OWN THE LAND, CITY DOES

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

NO

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

NO

Dated at Dubuque, Iowa this Fri day of 5-1, 2016.

Donald Boyle (Signature)

Donald Boyle (Print Name)



Farm & Fleet of Platteville
1535 East Business Highway 151
PLATTEVILLE, WI 53818
(608)348-2484

PAGE 1



000233950

Customer ID: 0007066422
Name: DON BOYLE
Address: 5325 CLASSIC LN LOT 9
Address 2:
City, State, Zip Code: PLATTEVILLE, WI, 53818
Home Phone: (608) 732-0006
Work Phone: () -
Mobile Phone: (608) 732-0006
Tax Exempt #:

Year: 11
Make: CHEVROLET
Model: CRUZE
Lic No: AWX7085
VIN: 1G1PC5SH6B7297400
Color: BLACK
Engine: 1.8L I4 F DO
Mileage In: 128380
Mileage Out: 128380

Create Date: 04/07/26 09:21:10
Date/Time: 04/07/26 11:10:54
Workorder #: 448542
Invoice #: 233950

Email Address:
PO Number:
Fleet/Wholesale: N

Service comments:

CALL CENTER REQUEST ID: 3605359

Appt on Wed 4/8 at 1pm with Joshua. Customer requests alignment. Customer hit a pot hole and now vehicle is pulling to the right.;
CUSTOMER IS WAITING: YES; DRIVER SIDE WINDOW IS OK: YES;

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
ALIGNMENT & CHASSIS							
1	207401			Wheel Alignment	0.00	119.99	119.99
	UPC: 432152074019						
				TOTAL ALIGNMENT & CHASSIS:		119.99	
GENERAL MAINTENANCE & INSTALLATION							
1	577756			SUPPLY CHARGE	9.99	0.00	9.99
				TOTAL GENERAL MAINTENANCE & INSTALLATION:		9.99	

*** Customer Wishes To Discard Old Parts ***

I understand that all alloy and dual wheel lug nuts must be re-torqued within 50 miles and rechecked periodically.

Your tires are special order tires which must be paid in full before we can create the order. There will be 15% restocking fee if you choose not to have these tires installed.
Customer Initial _____

NOTICE: Applying tires to your vehicle with a lower speed rating than the original equipment tire on your vehicle is not recommended and may change the handling and performance of the vehicle. Your vehicle should not be operated at speeds in excess of the rating for the replacement tires. Leading tire manufacturers recommend that the tires with the best traction be mounted on the rear of the vehicle, even on front wheel drive vehicles, for better performance on wet and slick roads.

The set of documents that defines this transaction include this invoice as well as the original workorder that was presented at the time of quotation. All terms, from both documents, defines the conditions of this transaction. Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

Visit our website at
www.farmandfleet.com

PAY AMOUNT
CASH 137.13

SUB TOTAL 129.98
SALES TAX 7.15
GRAND TOTAL 137.13

Note : Sales Tax is an
Estimated Figure

TECH: 071349-0.00 MICHAEL

Thanks for your business.
INVOICE INVOICE Farm & Fleet of Platteville INVOICE INVOICE

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Artelle Swift

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

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

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

1. Name of Claimant: Thomas Grant Mercer
2. Address: 4925 Gabriel Dr.
City: Dubuque State: IA Zip: 52002
3. Telephone Number: 608-778-0504 or 563-663-0723
4. Date of Incident: 3/16/26
5. Time of Incident: A.M.
6. Location of Incident (Be specific): Corner of Gabriel Dr. & Gabriel
St. (BLVD. area)
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Snow plow driver drove up and over curb and
sunk into Blvd. soft grass and dirt
8. What were weather conditions like? Snow / Wind
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

Quicks on plow dug in 12" plus out in lawn.
See attached photo

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

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

No

15. What amount do you claim from the City of Dubuque?
Whatever it takes to repair. Level, seed/soil.

16. Why do you claim the City of Dubuque is responsible?
Snow plow driver backed into yard.

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.) No

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

Dated at Dubuque, Iowa this 16 day of March, 2026.

T.G. Mercer (Signature)

Thomas Grant Mercer (Print Name)

(Rev. 9/24)

RECEIVED
2026 MAR 20 PM 12:33
City Clerk's Office
Dubuque, IA

Confidential

This communication and any attachments may contain information which is confidential and privileged by law and is for the use of the designated recipient. If you are not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, disclosure, dissemination, distribution or copying of its contents is prohibited. Please notify City of Dubuque immediately by telephone at (563)-589-4120 of your receipt of these items and destroy the communication and any attachments immediately. Further disclosure of this information may violate state and federal restrictions.

Confidential information may include the following:

- 1) Social Security Number(s)
- 2) Driver's License Number(s)
- 3) Medical/Health Information
- 4) Personnel/Disciplinary Information
- 5) Bank Account Information
- 6) Financial Information
- 7) Credit Card Numbers

If any documentation you desire to submit to the City of Dubuque contains any of the items above this cover sheet must be attached directly to the confidential information and indicate the type of information that is included.

I, Thomas Grant Mercer, hereby certify that the attached documents include the following protected information:

_____ Social Security Number(s)

_____ Bank Account Information

_____ Driver's License Number(s)

_____ Financial Information

_____ Medical/Health Information

_____ Credit Card Number(s)

_____ Personnel/Disciplinary Information

x Photo

I understand that this information may be distributed within the City organization or to agents of the City for processing and I hereby authorize the City to act accordingly taking all precautions to protect my information from unnecessary distribution.


Signature

3/16/26
Date



**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Thomas Mercer for Property Damage
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 5/11/2026

RE: Claim Against the City of Dubuque by Thomas Mercer

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Thomas Mercer	3/16/2026	3/16/2026	Property Damage

This is a claim in which Claimant alleges a City snowplow drove up and over the curb and dug ruts in Claimant's lawn.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Thomas Mercer

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2026_05_18
2. Approving Expenditures Resolution 2026_05_18
3. 05-20-2026_Approvals



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: May 11, 2026

Finance is submitting the following expenses to City Council for approval at the May 18, 2026, meeting. Payments on these expenses will be made on May 20, 2026.

In addition, Finance is submitting expenses paid since May 6, 2026, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 05-20-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AARON DOUGLAS	\$ 1,000.00	TREE REMOVAL
Aaron Lynn Healey	385.00	AFTERSCHOOL SPORTS-TRACK
Abigale David	600.00	AFTERSCHOOL SPORTS-TRACK
ACCESS TECHNOLOGIES INC	98.00	Staples for Multifunction Machine 64044
ACCURATE ANALYTICAL TESTING	208.00	440 W Locust St. - EBL - Dust Wipe Testing LHH24
ADDOCO INC	756.00	MULCH FOR GREENHOUSE AREAS
AHMANN'S LAWN CARE INC	255.00	MCCOY LAWN CARE
AIRGAS USA LLC	10.80	Medical Oxygen for Ambulances
AIRGAS USA LLC	1.80	Medical Oxygen for Ambulances
AIRGAS USA LLC	3.60	Medical Oxygen for Ambulances
AIRGAS USA LLC	6,639.85	MSC - Field Ops - Sewer - Altair Multi-Gas Detecto
AIRGAS USA LLC	3,614.95	MSC - Field Ops - Sewer - Altair Multi-Gas Detecto
AIRGAS USA LLC	3.19	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,417.52	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	25.86	Medical Oxygen for Ambulances
AIRGAS USA LLC	33.40	Medical Oxygen for Ambulances
Alizaya Silker	385.00	AFTERSCHOOL SPORTS-TRACK
Allen Media Broadcasting Evansville, Inc.	1,000.00	Digital Advertising Seasonal Employee Recruitment
ALLIANT ENERGY	142.26	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	8,828.19	FY26 350 W 6th Electricity
ALLIANT ENERGY	153.43	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,526.62	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,132.87	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	11,423.26	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	254.33	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	7,887.11	Electrical Service for Building
ALLIANT ENERGY	96.94	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	4,108.80	FY 26 City Hall Electricity
ALLIANT ENERGY	2,850.89	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	3.25	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	661.61	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	67,161.71	FY2026 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	55.54	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	28.92	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	92.68	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,787.81	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	4,837.12	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	9,386.15	FY 2026 Energy Costs for Various Locations
Amazon Capital Services, Inc.	29.90	Maker Space restocks, tools and supplies
Amazon Capital Services, Inc.	580.00	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	45.15	Maker Space restocks, tools and supplies
AMELIA K NOONAN	360.00	AFTERSCHOOL SPORTS-TRACK
AMERICAN LEGION POST 6	943.00	USA & Iowa Flags
AMERICAN LEGION POST 6	498.00	City of Dubuque Flags
Ascendance Trucks LLC	431.25	UNIT #3405 - SERVICE - 4/28/2026
Ascendance Trucks LLC	(143.75)	UNIT #3404 - SENSOR - 4/20/2026
Ascendance Trucks LLC	1,132.44	UNIT #3207 - EXC RCN VLV KIT,SENSOR - 5/6/2026
Ascendance Trucks LLC	53.37	UNIT #2680 - HOSE - 5/8/2026
Ascendance Trucks LLC	15.08	UNIT #2680 - SEALING WASHER - 5/8/2026
AT&T Mobility National Accounts, LLC	1,192.56	FY2026 BLANKET PO-MONTHLY PHONE & IPAD COSTS
AT&T Mobility National Accounts, LLC	879.31	IPHONE AND IPADS FOR PARKS MAR 29-APR 28, 2026
AT&T Mobility National Accounts, LLC	973.83	AT&T FirstNet - 03/29/26-04/28/26
AV FUEL	37,546.22	Blanket Purchase Order - Aviation Fuel
AV FUEL	34,116.07	Blanket Purchase Order - Aviation Fuel
AV FUEL	31,349.70	Blanket Purchase Order - Aviation Fuel
B L MURRAY COMPANY INC	120.60	Dishwasher tabs for Admin Bld
BARKER FINANCIAL LLC	8,591.79	TIF Spring 2026/FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
BENJAMIN R HUNT	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
Benjamin Ray Henderson	300.00	AFTERSCHOOL SPORTS-TRACK
BIG RIVER SIGN COMPANY INC	449.02	BANNERS AND YARD SIGNS
BIG RIVER SIGN COMPANY INC	1,035.00	BANNERS AND YARD SIGNS
BIG RIVER SIGN COMPANY INC	1,315.00	BANNERS AND YARD SIGNS
BIG RIVER SIGN COMPANY INC	940.00	BANNERS AND YARD SIGNS
BIG RIVER SIGN COMPANY INC	495.00	BANNERS AND YARD SIGNS
BILL MILLER LOGGING INC	475.00	MULCH FOR EPP
BLACK HILLS/IOWA GAS UTILITY CO	84.41	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	49.88	FY26 Gas Service for 300 Main, Suite 330
BLACK HILLS/IOWA GAS UTILITY CO	2,784.84	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	35.18	514 Angella St - (City Owned) Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	137.54	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	192.66	Locust Ramp Electricity FY26
Bolton and Menk Inc.	825.00	Central & White Corridor Parking Mitigation Phase
Bolton and Menk Inc.	8,895.40	Central & White Corridor Parking Mitigation Phase
Boomerang Corp	529,352.28	Pay Application No. 1
Brandon Schueler	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
BRIANNE M BOALS	250.00	AFTERSCHOOL SPORTS-TRACK
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CARADCO LANDLORD LLC	65,312.22	TIF Spring 2026/FY26
CARMAC MANAGEMENT INC	8,524.04	TIF Spring 2026/FY26
CDW GOVERNMENT INC	2,564.00	Veeam backup order from CDWG
CENGAGE LEARNING INC	32.80	Large Print books for circulating collection
CHAD M HAMILTON	250.00	AFTERSCHOOL SPORTS-TRACK
CHEMSEARCH	603.95	LF Inside Out, 2x2.5GL,NAC FE 05/06/26
CHEMSEARCH	337.20	LF-LOK Cease Brush Top, DZ, NAC CL 05/07/26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	396.52	Various Maintenance - FY26
CINTAS CORP	221.57	Floor Mat Service
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	35.00	Floor Mat Service
CINTAS CORP	212.66	Various Maintenance - FY26
CINTAS CORP	166.25	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	197.12	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	37.56	JANITORIAL SUPPLIES FOR BUNKER GOLF
CINTAS CORP	421.32	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	86.48	FIRST AIDE CABINET RESTOCKED
CITY OF DUBUQUE - UB	576.95	Community Impact Utility Bill payments
CITY OF DUBUQUE - UB	1,051.85	Community Impact Utility Bill payments
COMMUNICATIONS ENGINEERING CO	5,188.28	West 3rd St. Underground Water Tank Network Gear
COMMUNICATIONS ENGINEERING CO	7,266.84	West 3rd St. Underground Water Tank Network Gear
COMMUNICATIONS ENGINEERING CO	494.00	NETWORK EQUIPOMENT AND INSTALL-REMOTE SITES
COMMUNITY INCORPORATED	1,430.00	Ads promoting Eagle Point Park and Mississippi RW
CONSTELLATION NEW ENERGY GAS DIV	14,946.99	Natural Gas - FY26 - Constellation
CONSTELLATION NEW ENERGY GAS DIV	5,443.84	FY2026 BLANKET PO - GAS COSTS
CONSTELLATION NEW ENERGY GAS DIV	2,194.09	GAS BILL FOR 2241 LINCOLN
CONSTELLATION NEW ENERGY GAS DIV	2,203.10	City Of Dubuque - C&I 2401Central Ave MARCH 2026
CONSTELLATION NEW ENERGY GAS DIV	4,941.06	COD-Dubuque City Garage: Kerper MARCH 2026
CONSTELLATION NEW ENERGY GAS DIV	2,613.50	Natural Gas City Hall
CONSTELLATION NEW ENERGY GAS DIV	2,789.94	Utility gas for library
ConvergeOne Inc	875.00	Data Center connection to TOC
COURTNEY S WEINSCHENK	250.00	AFTERSCHOOL SPORTS-TRACK
DAN ARENSDORF CONSTRUCTION	2,200.00	Snow Removal of Port Lots
DAN ARENSDORF CONSTRUCTION	4,400.00	Snow Removal of Port Lots
David L Kafer	490.00	AFTERSCHOOL SPORTS-TRACK
DAVIS EQUIPMENT CORP.	(14.15)	EQUIPMENT REPAIR PARTS
DAVIS EQUIPMENT CORP.	889.75	MACHINE EQUIPMENT PARTS
DAVIS EQUIPMENT CORP.	62.05	EQUIPMENT REPAIR PARTS
DEMMER OIL COMPANY	32,559.40	7205 Diesel

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DIETZ ENTERPRISES LLC	6,241.00	Energy Savers Program contract work-555 Arlington
DIETZ ENTERPRISES LLC	6,216.00	Energy Savers Program approved work@2380 Trygg Dr
Dinges Partners Group	81.17	Repair of Bunker Gear
DISH NETWORK LLC	165.12	Blanket Purchase Order - Monthly TV Service
District 20 Supply Co	75.00	UNIFORMS FOR TEMPORARY STAFF
District 20 Supply Co	282.00	UNIFORMS FOR TEMPORARY STAFF
DITTMER RECYCLING INC	150.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	485.16	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	281.34	Confidential Shredding
DITTMER RECYCLING INC	515.43	Blanket Refuse-Comingled Recycling
Donald John Jedlicka	250.00	AFTERSCHOOL SPORTS-TRACK
DUBUQUE AREA CHAMBER OF COMMERCE	1,500.00	2025-26 Corporate Sponsorship
DUBUQUE COMMUNITY SCHOOL DIST	87.12	LF- School Bus Rental 11/14/25
DUBUQUE COMMUNITY SCHOOL DIST	790.87	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	145.00	Dubuque County Abstract & Title Company - IFA
DUBUQUE COUNTY HISTORICAL SOCIETY	1,458.83	Franchise Fee FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	401.36	Franchise Fee FY26
DUBUQUE COUNTY RECORDER	178.00	Recording Fee 2026-00002335
DUBUQUE COUNTY RECORDER	77.00	Recording Fee 2026-00002335
DUBUQUE COUNTY RECORDER	27.00	Eng Recording Fees
DUBUQUE COUNTY RECORDER	51.00	456 Customer Detail Activity/For DUBUQUE CITY ECON
DUBUQUE COUNTY RECORDER	22.00	321 Valeria St. - Correction of Deed - City of DBQ
Dubuque County Right to Life, Inc.	500.00	Temp Easement Traffic Signals Asbury Carter
DUBUQUE HOSE & HYDRAULICS	764.80	Street - Riverfront supplies
DUBUQUE HOSE & HYDRAULICS	53.90	UNIT #2694 - COUPLERS,BUSHING - 5/5/2026
DUBUQUE HOSE & HYDRAULICS	11.09	MISC HARDWARE FOR VETS PARK
DUBUQUE HOSE & HYDRAULICS	7.03	UNIT #4008 - UNKNOWN PARTS - 5/11/2026
DUBUQUE HOSE & HYDRAULICS	175.81	UNIT #4008 - HOSES/PARTS - 5/12/2026
DUBUQUE MULCH COMPANY	620.00	MULCH FOR PARK AREAS
Dubuque Psychology, LLC	1,500.00	Department Mental Health Conference Speaker
DUBUQUE RACING ASSOCIATION LTD	19.80	DRA Board Mtg/Exec Committee meeting catering
DUBUQUE SCREW PRODUCTS INC	9,943.56	TIF Spring 2026/FY26
DUBUQUE SIGN COMPANY	125.00	Central Ramp Flag Change
DUPACO COMMUNITY CREDIT UNION	123,441.00	TIF Spring 2026/FY26
Ed Gau	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
EUROFINS ENV TESTING NORTH CENTRAL	678.00	LF- Leachate & Groundwater Testing
EUROFINS ENV TESTING NORTH CENTRAL	431.00	LF- Leachate & Groundwater Testing
EUROFINS ENV TESTING NORTH CENTRAL	431.00	LF- Leachate & Groundwater Testing
EUROFINS ENV TESTING NORTH CENTRAL	862.00	LF- Leachate & Groundwater Testing
EXPRESS EMPLOYMENT PROFESSIONALS	192.50	Facilities Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	192.50	Facilities Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	560.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	560.00	Charge for Custodian - Phyllis Arensdorf
FACTUAL DATA	168.30	Factual Data- Blanket PO
FOTH INFRASTRUCTURE & ENVIRO LLC	100,158.25	Relocate Taxiway A Construction Phase 3
FOTH INFRASTRUCTURE & ENVIRO LLC	48,484.87	Reconstruct GA Apron Const Phase Engineering
FOUR MOUNDS FOUNDATION	5,000.00	897 Stone Ridge - Construction - OAHMP '24
FRANKLIN INVESTMENTS LLC	10,528.12	TIF Spring 2026/FY26
FREE FLIGHT	55.99	Bike Maintenance/Supplies
GAME TIME INC	4,780.72	SPRING RIDERS FOR MARSHALL PARK
GARRATT-CALLAHAN COMPANY	600.00	Monthly Water Treatment - Dec-June FY26
GARRATT-CALLAHAN COMPANY	600.00	Monthly Water Treatment - Dec-June FY26
GEISLER BROTHERS COMPANY	118.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	1,218.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	142.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	720.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	450.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	275.00	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	1,469.85	WRRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	1,352.50	WRRRC As Needed HVAC Services

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GEISLER BROTHERS COMPANY	263.00	WRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	526.00	WRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	1,330.00	WRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	1,964.85	WRRC As Needed HVAC Services
GEISLER BROTHERS COMPANY	2,449.26	WRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	1,596.00	WRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	651.04	TIF Spring 2026/FY26
GENUINE PARTS COMPANY INC	104.99	UNIT #3471 - WRENCH FOR VEHICLE - 4/18/2026
GENUINE PARTS COMPANY INC	50.87	UNIT #3475 - FILTERS - 4/21/2026
GENUINE PARTS COMPANY INC	385.92	GARAGE - STOCK FILTERS - 05/01/2026
GENUINE PARTS COMPANY INC	274.38	UNIT #3453 - CARLYLE TOOL, OIL FILTER - 5/1/2026
GENUINE PARTS COMPANY INC	282.69	UNIT #3450 - STARTER, CORE CHARGE - 5/4/2026
GENUINE PARTS COMPANY INC	415.98	UNIT #3450 - BATTERY - 5/4/2026
GENUINE PARTS COMPANY INC	255.05	GARAGE - STOCK & SHOP USE - 5/8/2026
GENUINE PARTS COMPANY INC	86.94	GARAGE - SHOP USE - 5/11/2026
GIERKE ROBINSON COMPANY INC	178.00	GARAGE - STOCK VIBE PLATE - 3/10/2026
GIESE MANUFACTURING CO INC	26,865.01	TIF Spring 2026/FY26
GILLIG LLC	327.62	GARAGE - STOCK GILLIG - 4/30/2026
GILLIG LLC	689.80	UNIT #2501 - SHOCK ABSORB - 5/5/2026
GOODYEAR TIRE & RUBBER	2,728.66	Goodyear Tires March 26
GRAINGER INC	1,034.24	BUILDING 4 WAY SPLIT - HOSES FOR WASH BAY 5/4/2026
GRAYMONT WESTERN LIME INC	5,524.72	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,522.60	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,501.40	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN INDUSTRIAL PROPERTIES LLC	78,801.51	TIF Spring 2026/FY26
GRP & ASSOCIATES INC	133.00	LF- Large Medical Waste Boxes 05/05/26
GT Novelty LLC	100,149.00	TIF Spring 2026/FY26
Hannah R Pepin	325.00	AFTERSCHOOL SPORTS-TRACK
HAWKINS INC	5,348.82	Sodium Hypochlorite - Bulk order
HAWKINS INC	7,453.72	FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP
HAYLEIGH CULBERTSON	390.00	AFTERSCHOOL SPORTS-TRACK
HDR ENGINEERING INC	2,398.29	E/W Corridor Capacity Improv-University Overlap
HDR ENGINEERING INC	1,731.75	Waste Minimization Report Consultant
HDR ENGINEERING INC	106,889.34	HDR - OMLS Middle Fork Phase 3 Design Contract
HDR ENGINEERING INC	2,552.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	1,780.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	31,139.99	Lift Station Condition Assessment SSAMP HDR TO 8
HEARTLAND VIDEO SYSTEMS INC	28,233.84	Channel Operator PEG equipment request for DCSD
HEATHER M NOETHE	275.00	AFTERSCHOOL SPORTS-TRACK
HJD LANDLORD LLC	133,148.97	TIF Spring 2026/FY26
HORMEL FOODS CORPORATION	130,701.51	TIF Spring 2026/FY26
HORNUNG'S GOLF PRODUCTS, INC.	116.58	PROSHOP SUPPLIES
CONNOR DOLPHIN	35.00	618 UNIVERSITY PROPERTY SOLD RL REIMBURSEMENT
CONNOR DOLPHIN	60.00	620 UNIVERSITY PROPERTY SALE RL REIMBURSEMENT
GARY AND MARY SCHMITT	205.00	2415 QUEEN PROPERTY SALE RL REIMBURSEMENT
KIMBERLY FREDERICK	285.00	2518 BROADWAY RENTAL LICENSE OVERPAYMENT
ETHAN LESTER	78.75	853 W LOCUST RENTAL LICENSE OVERPAYMENT
TYLER JENKINS	22.50	1978 GRACE RENTAL LICENSE OVERPAYMENT
MANDI DOLSON	78.75	1098 W LOCUST OVERPAYMENT REIMBURSEMENT
MICHAEL SIVILL	132.50	305 JONES RENTAL LICENSE OVERPAYMENT
DEAN SIEBE	200.00	3463 KIMBERLY RENTAL LICENSE OVERPAYMENT
ERIC MUELLER	1,875.00	205 BLUFF PROPERTY SOLD RL REIMBURSEMENT
TANGELA SNEAD	60.00	492 W LOCUST NOW OWNER OCCUPIED REIMBURSEMENT
CONNOR WATSON	60.00	25 W 15TH PROPERTY SOLD RL REIMBURSEMENT
JEFFREY WALKER	75.00	25 W 15TH RENTAL LICENSE OVERPAYMENT
RONALD CONRAD JR	75.00	2630 JACKSON RENTAL INSPECTION OVERPAYMENT
JESSE AND LAURA KELLER	168.75	1504 CENTRAL PROPERTY SOLD RL REIMBURSEMENT
Howmedica Osteonics Corp	351.50	Cable-External Power, Extension
HOYNE LANDSCAPING & SNOW PLOWING	720.00	PULVERIZED DIRT-PARKS
Hy-Vee, Inc.	2,865.00	New Officer ILEA Meals

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Hy-Vee, Inc.	2,865.00	New Officer ILEA Meals
INGRAM LIBRARY SERVICES INC.	25.98	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	638.23	Children's books for collection
INGRAM LIBRARY SERVICES INC.	63.48	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	12.74	Children's books for collection
INGRAM LIBRARY SERVICES INC.	14.37	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	141.80	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	171.74	Children's books for collection
IOWA COMMUNITIES ASSURANCE POOL	294.25	FY26 Damage Claims
IOWA COMMUNITIES ASSURANCE POOL	2,500.00	FY26 Damage Claims
IOWA DEPARTMENT OF HUMAN SERVICES	50,261.74	GEMT Claims for June 2026
IOWA KENWORTH INC	1,068.09	GARAGE - STOCK - 5/9/2026
IOWA WATER MANAGEMENT CORP	2,037.00	Annual Water Management Service
Isabella Edminster	250.00	AFTERSCHOOL SPORTS-TRACK
J & R SUPPLY COMPANY	65,250.00	MSC- CY2026 Rings and Lids
J & R SUPPLY COMPANY	3,972.00	Street- Pipes, Grates, Curb box 4/8/26
J & R SUPPLY COMPANY	5,835.00	TAPPING SADDLES & GATE VALVES FOR WATER MAINS
J & R SUPPLY COMPANY	175.00	Street- Asphalt Street Broom and Handles
J & R SUPPLY COMPANY	21,000.00	Drain Tile Trygg Drive
J & R SUPPLY COMPANY	7,097.00	MATERIAL FOR WATER MAIN REPAIRS/REPLACEMENTS
J & R SUPPLY COMPANY	912.00	Street- Pipes and Couplings 4/29/26
J & R SUPPLY COMPANY	4,100.00	COUPLINGS FOR WATER MAINS
J & R SUPPLY COMPANY	9,840.00	MATERIAL FOR WATER MAIN REPLACEMENT/REPAIRS
J & R SUPPLY COMPANY	13,800.00	CORPS FOR WATER MAIN TAPS-LSL REPLACEMENT PROG.
J & R SUPPLY COMPANY	9,478.00	MATERIAL FOR WATER MAIN REPLACEMENT/REPAIRS
J & R SUPPLY COMPANY	9,300.00	materials for drain tile program
J & R SUPPLY COMPANY	1,900.00	Sewer-components 5/7/26
J & R SUPPLY COMPANY	1,350.00	MSC- CY2026 Rings and Lids
J & R SUPPLY COMPANY	5,286.00	drain tile supplies for Trygg Drive
J & R SUPPLY COMPANY	1,150.00	Metal Detector to find Manhole Lids
J & R SUPPLY COMPANY	395.00	field tools for DHomb
J & R SUPPLY COMPANY	800.00	curb opening outlet
J & R SUPPLY COMPANY	27,900.00	MSC- CY2026 Rings and Lids
J&R RENTAL LLC	260.45	UNIT #4046 - MUFFLER/PARTS - 5/5/2026
J&R RENTAL LLC	1,220.00	14" Stihl cut off
JAEGER PLUMBING & PUMP INC	1,025.00	Service to thaw water line at 514 Rhomberg
JAMIE L WEINER	455.00	AFTERSCHOOL SPORTS-TRACK
Jeffrey R Manders	39,966.34	TIF Spring 2026/FY26 44 Main St
Jeffrey Sikora	375.00	Magic Show on June 26, 2026
Jenaleigh Williams	275.00	AFTERSCHOOL SPORTS-TRACK
JENNIFER DANIELS NEAL	675.00	Deposit for Summer Performance on June 12, 2026
JENNIFER DANIELS NEAL	2,025.00	Summer Performance on June 12, 2026
JESSICA L BRIMEYER	385.00	AFTERSCHOOL SPORTS-TRACK
JHTD PLAZA LLC	4,834.97	TIF Spring 2026/FY26 356 Main St
Kankakee Nursery Co	15,715.00	TREES FOR BRANCHING OUT DUBUQUE GRANT
KATIE CALLAHAN	250.00	AFTERSCHOOL SPORTS-TRACK
Katie M. Schmitt	420.00	AFTERSCHOOL SPORTS-TRACK
KIMBERLY A HOOVER	12.84	Two plants to use for drawing
Kimberly Birkel	275.00	AFTERSCHOOL SPORTS-TRACK
KRAMER PEST CONTROL	180.00	Regular Monthly Service
Kristie Rellihan	300.00	AFTERSCHOOL SPORTS-TRACK
KURT P WELAND	200.00	SOFTBALL SCOREKEEPER AND OFFICIALS
Kwik Trip Inc	221.54	Monthly Fuel Charges Acct #00557404: APR 2026
Laura Merrick	650.00	ARTS_bs_Independent Contractor 26
LeeAnn M Peterson	420.00	AFTERSCHOOL SPORTS-TRACK
LEIGH DEARDORFF	330.00	AFTERSCHOOL SPORTS-TRACK
LEISURE SERVICES REFUNDS	42.00	TERRACE ROOM PAVILION REFUND DUE TO CONSTRUCTION
Lerdahl Business Interiors, Inc.	5,468.50	MFC Admin FurnFixt
Lerdahl Business Interiors, Inc.	514.81	MFC Admin FurnFixt
Library Furniture International LLC	9,641.35	Library Shelving project

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
LIME ROCK SPRINGS CO	336.40	FY26 BEVERAGE CONTRACT
LIME ROCK SPRINGS CO	574.60	FY26 BEVERAGE CONTRACT
LINK HYDRAULIC & SUPPLY	39,080.97	VEHICLE 4911 REPLACEMENT - BODY AND INSTALL
Lisa Carroll	245.00	AFTER SCHOOL VOLLEYBALL 2025
Lisa Carroll	360.00	AFTERSCHOOL SPORTS-TRACK
Lisa Carroll	360.00	AFTERSCHOOL SPORTS-TRACK
LORAS COLLEGE	6,050.00	TRACK PROGRAM FOR SPRING 2026
Lori Kelchen	245.00	AFTERSCHOOL SPORTS-TRACK
Lotus Engineering and Sustainability	4,927.50	Community-wide Greenhouse Gas Inventory
Madison Sheehy	250.00	AFTERSCHOOL SPORTS-TRACK
MARQUETTE HALL LLC	4,548.48	TIF Spring 2026/FY26
MARTIN EQUIPMENT OF IL INC	511.76	UNIT#3255 - SPIDER - 4/30/2026
MARTIN EQUIPMENT OF IL INC	111.44	UNIT#3456 - HOSE/PARTS - 4/30/2026
MARTIN EQUIPMENT OF IL INC	293.56	UNIT#3453 - HOSE/PARTS - 5/5/2026
MARTIN EQUIPMENT OF IL INC	402.32	UNIT#3456 - GUARD - 5/6/2026
MARTIN EQUIPMENT OF IL INC	3,247.83	UNIT #3213 - OIL - 5/7/2026
MARTIN EQUIPMENT OF IL INC	558.22	UNIT#3255 - THERMOSTAT & MISC PARTS - 5/7/2026
MARTIN EQUIPMENT OF IL INC	799.15	UNIT#3453 - CASTING, CARRIER ROLLER - 5/8/2026
MARTIN EQUIPMENT OF IL INC	2,387.81	UNIT#3455 - GUARD - 5/8/2026
MARTIN EQUIPMENT OF IL INC	188.85	UNIT#3456 - O-RINGS,HOSE,FITTINGS - 5/8/2026
MARTIN EQUIPMENT OF IL INC	42.89	UNIT#3255 - O-RINGS, GASKETS - 5/11/2026
Matthew Dressler	8,800.00	2155 Carter Rd - Dressler Construction LLC - HHP'2
MATTHEW THOMAS JENATSCHECK	2,250.00	Police Wellness Conference
MCGRATH AUTOMOTIVE GROUP INC	503.22	UNIT #43007 - SERVICE - 04282026
MEDLINE INDUSTRIES, LP	180,790.15	TIF Spring 2026/FY26
Megan Marie Grant	360.00	AFTERSCHOOL SPORTS-TRACK
MET X LLC	89,796.06	TIF Spring 2026/FY26
Michael Gallucci	300.00	AFTERSCHOOL SPORTS-TRACK
MICHAEL J SULLIVAN	225.00	SOFTBALL SCOREKEEPER AND OFFICIALS
MICHAEL W WEIKERT JR	855.00	LF- Recycling Services
MIDWEST CHEMICAL & EQUIPMENT, INC	3,875.17	Polymer Trial - additional tote for trial
MIKE FINNIN FORD LLC	98.50	UNIT #0904 - CONTROL - 5/2/2026
MIKE FINNIN FORD LLC	5,495.21	UNIT #3450 - SERVICE - 5/7/2026
MILLER COMPANIES LLC	9,508.75	210 TIF underpayment
MILLER COMPANIES LLC	19,343.32	TIF Spring 2026/FY26 210 Jones
MIRACLE CAR WASH CORP	76.30	FY26 Police Vehicle Car Washes
MIRACLE EXPRESS INC	6.76	FY26 Police Vehicle Car Washes-Express
MODUS ENGINEERING, LTD	1,796.00	EAGLE POINT WTP BOILER REPLACEMENT PROJECT
MORRISON BROTHERS CO	30.25	UNIT #3467 - ALUMINUM - 4/29/2026
MORRISON BROTHERS CO	243.94	UNIT #3467 - PIPE - 4/29/2026
MSA PROFESSIONAL SERVICES INC	9,279.25	EW Corridor Build Grant Application
MULGREW OIL COMPANY	31,502.40	GARAGE - FUEL ISLAND REFILL (GASOHOL)- 5/1/2026
MUNICIPAL COLLECTIONS OF AMERICA IN	755.64	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	355.25	UNIT #2711 - CABLE - 4/8/2026
MYERS-COX CO	546.73	FOOD AND SUPPLIES-MCALEECE
NATO A	1,150.00	2026 NATOA Annl Conf Member Registration (FCarner)
Ned Oberbroeckling	1,554.42	TIF Spring 2026/FY26 253 Main St
Nicolas Farfan	100.00	SOFTBALL SCOREKEEPER AND OFFICIALS
Nicole Shireman	225.00	AFTERSCHOOL SPORTS-TRACK
NIELAND REFRIGERATION	711.82	WALK IN COOLER REPAIRS
O'REILLY AUTOMOTIVE INC	409.98	UNIT #130010 - BATTERY - 4/29/2026
O'REILLY AUTOMOTIVE INC	(306.08)	SSB 31-6T Battery
O'REILLY AUTOMOTIVE INC	(220.00)	UNIT #2702 - WO9792 - BRAKE PAD, ROTOR 3/12/2026
O'REILLY AUTOMOTIVE INC	103.92	GARAGE - STOCK - WIPER BLADES - 4/15/2026
O'REILLY AUTOMOTIVE INC	17.48	UNIT #4406 - CHRG CN - 5/5/2026
O'REILLY AUTOMOTIVE INC	257.73	UNIT #1948 - BATTERY - 5/5/2026
O'REILLY AUTOMOTIVE INC	68.74	UNIT #1914 - AXLE - 5/7/2026
O'REILLY AUTOMOTIVE INC	12.75	UNIT #21914 - WHEEL STUD - 5/8/2026
ORIGIN DESIGN CO	1,581.02	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	38,956.50	ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ORIGIN DESIGN CO	18,373.98	PROF. SERVICES-2024 N.ENGLISH RD WATER MAIN EXT.
ORIGIN DESIGN CO	40,874.00	MSC- Roof and HVAC Replacement 02/23/26
PARTS AUTHORITY	382.78	UNIT #1914 - BALL JOINTS - 5/6/2026
PARTS AUTHORITY	609.74	UNIT #1914 - BRAKE ROTOR, PAD, SHOCK - 5/6/2026
PAUL ASCHEMAN, PHD, PLLC	3,810.30	Department Mental Health Conference Speaker
PORTZEN CONSTRUCTION INC	345.70	4 WAY DEPT SPLIT - TOILET REPAIRS - 4/28/2026
PORTZEN CONSTRUCTION INC	1,071,043.01	Dubuque Gate and Pump Station Flood Mitigation 16t
PRECISE MRM LLC	360.00	Precise vehicle monitoring Engineering
RACOM CORPORATION	2,404.00	Mt. Carmel Water Meter Collector
RACOM CORPORATION	138,619.81	23 MCT's with Docking Stations
RACOM CORPORATION	230.00	Light Replacement on Police Vehicle
RADIO DUBUQUE INC	228.00	Radio Advertising Seasonal Employee Recruitment
RAINBO OIL COMPANY	3,207.80	Oil and Drum Core
RITE ENVIRONMENTAL INC	292.50	LF- Recycle Oil
RITE HITE	70,879.43	TIF Spring 2026/FY26
RIVER CITY STONE	261.02	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	293.13	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	93.63	3" CLEAN FOR AY MCDONALD PARK
ROASTING SOLUTIONS LLC	35,072.62	TIF Spring 2026/FY26
Robin Hoerner	275.00	AFTERSCHOOL SPORTS-TRACK
ROCHESTER ARMORED CAR CO INC	414.48	DMASWA armored car service (Blanket)
Rock Valley Physical Therapy	24,059.70	Physicals for Fire Employees
RON CLESEN'S ORNAMENTAL PLANTS	13,846.70	BEE BRANCH HANGING BASKETS
RON CLESEN'S ORNAMENTAL PLANTS	1,727.00	PLANTS FOR GREENHOUSE
Ronald V Burbach	1,932.00	May Weed Control
Ronald V Burbach	3,010.00	May Weed Control
ROSHEK PROPERTY LLC	195,602.85	TIF Spring 2026/FY26
ROUSSELOT INC	704.01	Franchise Fee FY26
SADLER POWER TRAIN INC	49.17	GARAGE - STOCK - BUS - 5/1/2026
SADLER POWER TRAIN INC	22.84	UNIT #130003 - LED LAMP KIT - 5/5/2026
SAIKI DESIGN INC	8,177.50	Fed Bldg Parking Lot Reconstruction Consulting Eng
SAIKI DESIGN INC	6,225.00	COMISKEY PARK -PHASE 2
Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
SEAN W BUERGER	250.00	AFTERSCHOOL SPORTS-TRACK
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 03/08/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	563.33	Hours Worked - Admin Support - 03/15/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	471.98	Hours Worked - Admin Support - 03/22/26
SEDONA STAFFING	357.79	Hours Worked - Admin Support - 03/29/26
SEIPPEL WAREHOUSE, LLC	224,678.79	TIF Spring 2026/FY26
SELCO INC	337.50	Traffic Control JFK & 32nd
SELCO INC	554.00	BARRICADE AND SIGN RENTAL FOR EMERGENCY WTR MAIN B
SIMMONS PET FOOD INC	240,090.31	TIF Spring 2026/FY26
SIMON FIRE EQUIPMENT & REPAIR INC	393.43	UNIT #1903 - SERVICE - ALUM STEPS - 4/21/2026
SOFTCHOICE CORPORATION	96,159.20	Softchoice Server Licenses
SPAHN & ROSE LUMBER	64,075.96	TIF Spring 2026/FY26
STANARD AND ASSOCIATES INC	46.50	Entry Level LE Officer selection test
Stephanie Lynne Lambe	250.00	AFTERSCHOOL SPORTS-TRACK
STRAND ASSOCIATES INC	26,000.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	16,650.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	27,000.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	9,500.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	4,900.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	516.59	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	584.32	WRRR Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	1,066.22	WRRR Facility Plan Update-Tsk 25-14, Proj 1154-139
STRAND ASSOCIATES INC	289.94	WRRR Assistance - Post 12/4/24 Event
STRAND ASSOCIATES INC	25,672.95	Old Mill Rd Pumping Station

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	759.56	Granger Creek Pumping Station Design
SUPERION, LLC	2,155.65	Billable Travel for Training on New RMS
Susan J.M. Bauman	1,102.50	PW- Job Posting Grievance 03/25/26
SUSAN M KELLY	330.00	AFTERSCHOOL SPORTS-TRACK
SUSTAINABLE STRATEGIES DC	7,250.00	Professional strategic funding services-grant writ
Telos Corporation	221.75	Blanket Purchase Order - Fingerprinting
THE LOCKSMITH EXPRESS	127.50	LOCKS FOR THE MARINA
THOMPSON TIRE & RETREAD	273.16	GARAGE - STATEMENT RECONCILIATION (2) - 03/31/2026
THOMPSON TIRE & RETREAD	2,167.92	GARAGE - STATEMENT RECONCILIATION - 03/31/2026
THREE AMIGOS LLC	6,190.89	TIF Spring 2026/FY26
THREE RIVERS FS INC	4,192.82	LF- #2 Dyed Diesel 05/05/26
THREE RIVERS FS INC	1,886.43	LF- #2 Dyed Diesel 05/07/26
THREE RIVERS FS INC	282.00	LF- Spectra Lube Red 2 30TB CS 5/8/26
THREE RIVERS FS INC	1,571.35	LF- Gear Lube 5/11/26
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylinder 05/07/26
TIMOTHY P GOTTSCHALK	150.00	SOFTBALL SCOREKEEPER AND OFFICIALS
TOP GRADE EXCAVATING INC	6,479.05	EMERGENCY WATER MAIN BREAK REPAIR
TOWNSQUARE MEDIA LLC	600.00	Radio Ads for Seasonal Employee Recruitment
TOWNSQUARE MEDIA LLC	500.00	Digital Ad Campaign Pet Licensing
TOYS DONE RIGHT	2,022.50	UNIT #130003 - SERVICE - 3/19/2026
TRISTA M DAVID	650.00	AFTERSCHOOL SPORTS-TRACK
TURPIN DODGE OF DUBUQUE LLC	912.15	UNIT #1914 -ARM,ROD,LINKHLD,NUT - 5/6/2026
TURPIN DODGE OF DUBUQUE LLC	279.00	UNIT #1914 - DAMPER - 5/6/2026
UNISON SOLUTIONS INC	275.00	Monthly Analysis Kit for H2S Testing
UNISON SOLUTIONS INC	275.00	Monthly Analysis Kit for H2S Testing
UNIVERSITY OF DUBUQUE	18,750.00	LF (B)- Sustainability Coordinator Contract
UNIVERSITY OF DUBUQUE	1,991.84	SD Grant-Climate Festival on Campus 04/08/2026
US Foods	1,144.68	MISC FOOD AND SUPPLIES-BHGC
US Foods	41.28	MISC SUPPLIES FOR SNACK BAR
US Peroxide LLC	25,641.30	Chemical Dosing at the WRRRC - FY26
US Peroxide LLC	25,641.30	Chemical Dosing at the WRRRC - FY26
Valerie Gallucci	250.00	AFTERSCHOOL SPORTS-TRACK
Vidl Solutions, Inc	5,400.00	CC Goal-Organizational Culture Continuous Improvem
WALTER DEVELOPMENT LLC	164,543.49	TIF Spring 2026/FY26 Hodge
WATER MISCELLANEOUS	382.00	1000 June Dr - Molo Meter Return
WB McCloud & Co, Inc.	67.36	FY26 1805 Central Pest Control
WELU PRINTING COMPANY	39.54	Business Cards - Jud - new position
WELU PRINTING COMPANY	322.55	Project Notification Door Hangers
WELU PRINTING COMPANY	258.02	ROW Postcards
WENZEL TOWING SERVICE	59.50	Unit #3450- SERVICE - LANDFILL TOW - 5/6/2026
WILMING INVESTMENTS	37,884.27	TIF Spring 2026/FY26 TriState Quality
ZACHARY GILLIES	1,220.00	CAMPGROUND MANAGER-INSURANCE REIMBURSEMENT
	<u>\$ 5,542,408.91</u>	

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Signed Contracts
SUMMARY:	Des Moines Area Community College for Education to Health care students; Eastern Iowa Asphalt Maintenance for Vendor Service Agreement; Miovision Sole Source for Central Management Software; Mobotrex Sole Source for Traffic Signal Pedestrian Buttons; United Leak Detection for Vendor Service Agreement; Communication Engineering Company for Vendor Service Agreement; Racom for Vendor Service Agreement; Fred Jackson Tuckpointing for Vendor Service Agreement; Fire recovery USA, LLC for Service Agreement; Trane USA Inc. for Public Improvement Contract; FEH Design for Fire Headquarters Bunkroom and Bathroom Remodel; Central Tank Coatings for Public Improvement Contract; Origin Design Co. for Roof and HVAC Replacement; Neztrop, LLC for Second Amendment Lease Agreement; CEC Communication Engineering Company for Master Services Agreement; Midwest Concrete, Inc. for Public Improvement Contract; McDermott Excavating for Streetlight removal and replacement; Grand River Center for City Council Goal Setting; GoTo Technologies USA, LLC for Services Order; Fischer Bros. LLC for Public Improvement Contract
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 1 26_04_02 Des Moines Area Community College Affiliation Agreement
2. 2 26_04_27 General Maintenance Short Form Contract Approval
3. 3 26_04_28 Miovision Sole Source for Central Management Software
4. 4 26_04_28 Mobotrex Sole Source Traffic Signal Pedestrian Buttons
5. 5 26_04_29 Memo MVM Flora Pool Leak Detection
6. 6 26_04_29 Memo MVM GRV Firewall with CEC (15)
7. 7 26_04_29 RACOM Vendor Agreement
8. 8 26_04_30 General Maintenance Short Form Contract Approval
9. 9 26_05_01 Fire cost Recovery Vendor Selection and Contract
10. 10 26_05_01 General Maintenance Short Form Contracts Approval

11. 11 26_05_02 DFD RFQ Bunkroom remodel proposal selection
12. 12 26_05_04 Fire Hydrant Recoating Project Award of Contract
13. 13 26_05_04 Municipal Services Center Roof and HVAC Replacement Chan
14. 14 26_05_06 Approving the Second Amendment to the Lease Agreement wi
15. 15 26_05_06 CEC Master Service Agreement
16. 16 26_05_07 2026 PW Asphalt Overlay Program Sidewalk Curb Ramp Proje
17. 17 26_05_07 Remove and Replace Streetlight on Windsor Avenue
18. 18 26_05_11 2026 City Council Goal Setting Contract
19. 19 26_05_11 GoToMyPC reduction in licenses contract
20. 20 26_05_11 Memo MVM Flora Waterslide Repairs

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
DES MOINES AREA COMMUNITY COLLEGE
AND
THE CITY OF DUBUQUE THROUGH ITS FIRE DEPARTMENT**

I. PURPOSE OF AGREEMENT:

The purpose of this Clinical Affiliation Agreement (hereinafter “**Agreement**”) is to define the rights and responsibilities of Des Moines Area Community College (**hereinafter College**), which provides education to health care students, and the **City of Dubuque, Iowa** through its **Fire Department (hereinafter DFD)**, which provides supervised field resources and related experiences for Paramedic and EMT training programs. College and DFD may be referred to individually as a Party or collectively as the Parties.

II. PREAMBLE:

College shall have overall responsibility for the students’ classroom instruction, clinical experience, clinical evaluation and for informing students of all policies, procedures, and protocols of the College. College shall designate a faculty member to coordinate each College student’s field experience at the DFD site. DFD provides field experience in which students receive learning experiences, under the direct supervision of a paramedic or other appropriate health professional.

III. COLLEGE AGREES:

- A. To provide classroom instruction, to coordinate clinical experience, to ensure students are knowledgeable of all policies, procedures, and protocols of the College, and to assume overall responsibility for students throughout their classroom and clinical experience.
- B. To provide students with education on blood-borne pathogens, infectious diseases, and the application of standard precautions, including the use of personal protective devices.
- C. To establish policies and procedures to ensure each student completes a 10-panel drug screen prior to beginning their clinical experience.
- D. To have immunization policies and procedures in place for faculty and/or students which address the following immunization standards:
 - 1. Two-step TB skin testing done within the past year; or if a positive PPD history, a current negative chest x-ray report upon admission; then a TB skin test yearly after admission.

2. Hepatitis B series, or a positive Hepatitis B Surface Antibody titer, or a letter from the student's physician stating need for exemption.
 3. Measles, mumps, rubella (MMR vaccine) two doses or titers of all three diseases showing full immunity.
 4. Chicken Pox (varicella) – proof of disease by physician documentation, or a positive titer, or two doses of varicella vaccine.
 5. Seasonal influenza vaccine – annual proof of immunization prior to the conclusion of the first week of January classes.
 6. Diphtheria, tetanus within past 10 years.
 7. Polio.
- E. To provide DFD with student names and field schedules at least one week in advance of the start date of the field rotation, unless the DFD elects to do its own scheduling of students, in which case the College's responsibility will be limited to reviewing and communicating the schedule to the student.
 - F. To participate in continuous planning with the DFD regarding desired learning experiences for students.
 - G. To advise students they may participate in patient care only under the direction and supervision of a College instructor, paramedic of the DFD, or other qualified DFD personnel.
 - H. To inform students they are responsible for following the policies and procedures of the DFD as well as applicable federal and state laws, rules and regulations pertaining to health care facilities, including but not limited to confidentiality policies pertaining to patient records and patient. College faculty and students will maintain the confidentiality of all City records, patients and clients that they encounter. Students and faculty will sign Confidentiality Agreements prior to participating in their clinical experience and shall be subject to the City's policies respecting the confidentiality of medical information.
 - I. To communicate to faculty and students that the cost of transportation to and from the DFD clinical site shall be the personal responsibility of the faculty member and student.
 - J. To handle student discipline.
 - K. To maintain student background and child/adult abuse or neglect registry check reports in a manner consistent with its internal record retention policy. The reports may be provided to Clinical Site upon request if the student to which the report relates provides his or her written authorization. College will extend its best effort to obtain the written authorization from the student, but if a student refuses or if the College is otherwise unable to obtain written authorization, College will not be

subject to any liability or penalty. College makes no representations or warranties as to the accuracy of these documents.

- L. College will inform students they must maintain an acceptable personal appearance and shall wear the name tag provided by the College while involved in field experience at the DFD site.
- M. To provide all students with appropriate instruction in Standard Precautions as defined by the Centers for Disease Control and Prevention and have OSHA in-service documentation and in HIPAA compliance, with such records to be provided to the DFD upon request.
- N. College shall provide Health Insurance Portability and Accountability (HIPAA), Family Educational Rights and Privacy Act (FERPA), and 42 CFR Part 2 training to all students and faculty members before they are assigned to CITY.

IV. DFD AGREES:

- A. To provide students field experience through participation in pre-hospital care provided by DFD personnel, such experience to be mutually agreed upon between the DFD and the College.
- B. To provide College with the facts and circumstances upon which the DFD personnel determine a College student shall be removed from participation in clinical field experience.
- C. To provide College with immediate notice of any injury to a student of the College which occurs during the student's participation in prehospital care provided by DFD personnel.
- D. To designate a primary preceptor for responsibility in teaching, coordinating, and directing the student's field experience who is certified with the appropriate level of education and training and to allow each preceptor an opportunity to attend preceptor training conducted by College.
- E. To inform College of student field experience schedules.
- F. To schedule students for field experience time to assure appropriate experience, subject to such scheduling being consistent with the DFD's obligation to provide prehospital care to its citizens.
- G. To identify and provide preceptors who will be responsible for providing the College with an evaluation of each student throughout the field experience.

- H. To retain ultimate responsibility for the quality and provision of patient care at the DFD.
- I. When reasonably possible, to obtain patient consent to participation in the field education program and receipt of services from College students.
- J. To ensure that its staff meet minimum health standards.
- K. To orient the student to the field site with specific information on standard precautions including location and required use of personal protective equipment in accordance with standard precaution regulations, provide needle stick prevention procedures including location and use of sharps containers, and proper reporting procedures for response to personal exposure to an infectious disease.
- L. To orient the student to the location of hazardous materials, handling, disposing of and use of personal protective equipment, and location and use of hazardous waste containers.
- M. To submit a written evaluation of student performance in accordance with procedures established by the College, if requested.
- N. To provide adequate space, as available, for the College to use as conference rooms during the practicum experience. Provision of such space will be contingent upon availability of such space.
- O. In the event student or College faculty requires immediate medical care, Clinical Site will use its best efforts to arrange and/or provide necessary care in a timely and appropriate manner. Clinical Site shall use its best efforts to document the event and shall provide copies of all documentation to College, subject to applicable legal or regulatory requirements. Clinical Site shall be entitled to payment for any medical care or services it provides either by:
 - 1. College or its insurer if the student or College faculty is injured while engaging in activities or behaviors within the scope of his or her student or employee function, respectively, and if done in a safe, prudent, and acceptable manner; or
 - 2. Student or College faculty or his or her private health insurance provider if the student or College faculty is injured while engaging in activities or behaviors outside to the scope of his or her student or employee function, respectively, or while engaging in activities or behaviors within the scope of his or her student or employee function, respectively, but done in an unsafe, unacceptable, or negligent manner.

- P. Students shall be required to wear facial PPE while at Clinical Site. Clinical Site shall have the responsibility of ensuring students comply with this requirement. Any student who fails or refuses to wear facial PPE may be asked to leave the Clinical Site. Facial PPE may include a face mask and/or face shield or goggles. Additional PPE as deemed necessary by Clinical Site may be required on a case by case basis. To ensure compliance with Clinical Site standards which may continually evolve in response to clinical research and pandemic conditions, Clinical Site shall supply students with PPE which meets the standards established by Clinical Site.
- Q. With reasonable notice, to provide information on the DFD site, and, with permission of the DFD Chief, permit inspection of the DFD site, by individuals or agencies charged with the responsibility for accreditation of the College and its education programs.

V. COLLEGE AND DFD AGREE:

- A. Each Party will retain complete control over such activities of its own that are outside the scope of this Agreement.
- B. Students participating in activities covered by this Agreement will not receive compensation or remuneration for the services performed hereunder, other than specifically provided for herein.
- C. College is not providing any services to DFD which would cause College to be considered a Business Associate under the Health Insurance Portability and Accountability Act (HIPAA) and therefore a Business Associate Agreement between College and Clinical Site is unnecessary.
- D. Students participating in activities covered by this Agreement are for purposes of HIPAA considered part of Clinical Site's "Workforce" (as that term is defined at 45 CFR 160.103) and therefore a Business Associate Agreement between College and Clinical Site is unnecessary.
- E. Representatives from College and DFD will meet to review course objectives and field experiences as reasonably required or requested by either Party.
- F. Changes to a field schedule shall be made by mutual agreement and, when reasonably possible, in written form, between College faculty and the appropriate DFD representative. Such changes should be made as soon as possible prior to the time the schedule change is to become effective.
- G. Services performed by students covered by this Agreement will be within the established requirements of each student's educational program at the College.

- H. Students will work according to protocols or standard operating procedures acceptable to both the College and the DFD.
- I. Nothing in this Agreement is to be construed as requiring facilities or personnel except what is otherwise deemed necessary for operation by the DFD.
- J. There will be no discrimination on the basis of race, national origin, color, religion, creed, sex, age, race, disability, sexual orientation, national origin, ancestry, gender identity, familial status, or any other category as provided for in law.
- K. The parties will conduct themselves in a manner which is consistent with high standards of professionalism and business ethics.
- L. DFD shall not be responsible for lost or damaged personal property of the student.
- M. The parties agree the placement of students for DFD field experience shall be at the availability of the DFD.

VI. LIABILITY INSURANCE AND INDEMNIFICATION:

- A. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any malfeasance or neglect caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement.
- B. College shall ensure its students have professional liability insurance in the appropriate amount prior to beginning clinical experience with the DFD.
- C. To the extent of any legal liability of College for the negligent or tortious acts of its students and faculty, College shall indemnify and save harmless City, its employees, agents, and elected officials from loss, damages, expenses, attorney fees and costs on account of the death, personal injury and property damage to any person to the extent of available insurance coverages and proceeds.
- D. College shall maintain insurance in compliance with City Insurance Schedule J, as attached.
- E. City shall maintain its membership in the Iowa Communities Assurance Pool during the term of this Agreement and shall, upon request, provide proof of said membership and coverage to College.

- F. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.
- G. The College also agrees to provide each student with liability insurance coverage in the amounts set out in the attached City Insurance Schedule, at no cost to the DFD.

VII. TERM AND TERMINATION:

- A. Term. This Agreement shall be effective November ____, 2025 for a term of three (3) years and each year thereafter shall automatically renew for an additional one-year term, unless this Agreement is terminated as provided herein.
- B. Termination. The Parties have the following rights regarding termination of this Agreement and termination or suspension of a student's participation under this Agreement:
 - 1. **Termination of Agreement Without Cause.** This Agreement may be terminated without cause at any time by a Party upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is terminated pursuant to this paragraph, the Parties hereby agree that no students participating in an ongoing field experience will be denied the opportunity to complete such field experience. In such event, all applicable provisions of this Agreement, including the right to terminate any student pursuant to Section VIII, shall remain in force during the extension period from the effective date of termination, until the student's field experience is completed.
 - 2. **Termination of Agreement With Cause.** This Agreement may be terminated by either Party in the event of an alleged material breach by the other, upon thirty (30) days prior written notice given by the non-breaching Party to the other Party, provided such alleged breach is not cured within said thirty (30) day period.
 - 3. **Termination for Noncompliance.** This Agreement may be terminated immediately by either Party if this Agreement (a) is determined to be in violation of, or (b) causes either Party to be in noncompliance with, federal or state rules or regulations applicable to that Party.
 - 4. **Termination for Inconsistency with College Standards.** This Agreement may be terminated immediately by either Party upon College providing written notice to DFD that a provision of the

contract is inconsistent with the Vision, Mission, Core Values and/or Beliefs of the College or its affiliates.

VIII. DFD'S RIGHT TO TERMINATE OR SUSPEND STUDENTS:

DFD may dismiss a student from a field experience whose work, conduct, or health is or is reasonably likely to be detrimental or disruptive to DFD. In the event of such action, an immediate phone call will be placed to the College explaining the action, followed by a written evaluation of the incident.

IX. MISCELLANEOUS PROVISIONS:

- A. **Compliance With and Construction of Law.** Each Party shall comply with all federal, state, and local laws, ordinances or regulations, Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or other applicable accrediting body standards and accepted standards of practice applicable to student training, and if at any time the Agreement does not conform thereto, it will be considered amended so as to conform. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. Words and phrases in this Agreement shall be construed in the singular or plural number and as masculine, feminine, or neuter gender, according to the context.
- B. **Jeopardy.** Notwithstanding anything to the contrary contained in this Agreement, if a Party's performance of this Agreement jeopardizes the licensure of either Party, the participation of either Party in, or the payment or reimbursement from, any governmental health care program, the full accreditation of either Party by any applicable state or nationally recognized accreditation organization, or the tax exempt status of either Party, any of such Party's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing the services of either Party, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency or association in the educational, medical or hospital fields, the affected Party may terminate this Agreement immediately upon written notice or initiate negotiations to resolve the matter and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, the affected Party may, at its option, terminate this Agreement immediately.
- C. **Independent Contractors.** Each Party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment or partnership between them. Each Party understands and agrees that the agents or employees of each Party are not employees or agents of the other Party. Services rendered by students covered by this Agreement are considered to be educational in nature. Nothing in the execution or performance of this Agreement

shall be construed to establish an employer-employee, agency, partnership or joint venture relationship among the parties and their affiliates.

- D. **Assignment.** All or any portion of this Agreement, or of the rights, duties and obligations hereunder, shall not be assigned by either Party without the prior written consent of the other Party. Any purported assignment in contravention of this provision shall be null and void.
- E. **Entire Agreement.** This Agreement and each expressly referenced exhibit represents the entire agreement between the Parties concerning the subject matter. All prior understandings, representations and other agreements between them with respect to the subject matter hereof are either merged herein or superseded hereby.
- F. **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- G. **Use of Name.** Neither Party shall use the name, logo, or likeness of the other Party, or the other Party's employee or agent, in any publicity or advertising material without such other Party's express prior written consent.
- H. **Third Party Beneficiaries.** Failure of either Party to provide services hereunder in a manner reasonably acceptable to the other shall constitute a breach of this Agreement. The Parties specifically disclaim any attempt, however, to establish any fixed contractual standards for the quality and efficiency of care rendered by students in the service tendered hereunder, and further specifically disclaim the existence of any third party beneficiaries to any contractual standard of care, or the existence of any other individual or entity who is intended to have a right to enforce any provision of this Agreement.
- I. **Notices.** Whenever written notice is required or permitted to be given by either Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to:

For College: Des Moines Area Community College
 Attn: Dean, Health & Public Services

For DFD: City of Dubuque Fire Department
 Attn: Amy Scheller, Chief

11 West 9th Street
Dubuque, Iowa 52001

- J. **Amendment and Modification.** This Agreement may only be amended by mutual written agreement of the Parties hereto or their duly authorized representatives and may not be amended or modified in any other manner.
- K. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that the signature of each shall bind the Party on whose behalf the person signs.
- L. **Waiver.** The failure of either Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such Party with respect thereto shall continue in full force and effect.
- M. **Books and Records.** To the extent applicable, the Parties agree to comply with 42 U.S.C. section 1395x(v)(1)(I) and make available to appropriate federal authorities the contract, books, documents, and records reflecting the operation of the field education program for a period of four (4) years from and after the termination of services under this Agreement. Additionally, the Parties agree to comply with section 1861(b)(1)(I) of the Social Security Act and require all of their subcontractors who perform services under this contract with the value or cost of \$10,000 or more over a twelve (12) month period to contractually agree that, until the expiration of four (4) calendar years after the furnishing of services under the subcontract, the subcontractor shall make available, upon written request of the appropriate federal authorities, the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs involved in the subcontract.
- N. **Non-Discrimination.** Each Party agrees to be responsible for compliance with all anti-discrimination laws applicable to its respective activities arising under the terms of this Agreement. Neither Party will discriminate against any student as provided for in federal and state law or municipal code.
- O. **Clinical Practice.** No term of this Agreement is intended to directly or indirectly, covertly or overtly require or solicit referral of patients in any way, regardless of pay or source, including Medicare and/or Medicaid patients.
- P. **Acknowledgment.** By their execution of this Agreement, the Parties stipulate and agree they have read the Agreement, understand the

Agreement, and agree to the statements and provisions contained therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates written below.

Des Moines Area Community College

City of Dubuque

By: Jeanie McCarville Kerber
Signature

By: Michael Van Milligen
Signature

Name: Jeanie McCarville Kerber
Printed

Name: Michael C. Van Milligen
Printed

Title: Executive Academic Dean

Title: City Manager

Date: 3/30/2026

Date: 04/06/2026

EXHIBIT A CITY INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for Professional Services

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.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

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.

City of Dubuque Insurance Requirements for Professional Services

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)

7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Chris Elkin PHONE (A/C, No, Ext): E-MAIL ADDRESS: celkin@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : EMCASCO Insurance Company		21407
INSURER B : Employers Mutual Casualty Company		21415
INSURER C : Union Insurance Company of Providence		21423
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1458066751

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			6D57793	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6E57793	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6J57793	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		6H57793	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Des Moines Area Community College
2006 S Ankeny Blvd
Ankeny IA 50021
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Dubuque
Parks and Recreation Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563-589-4263

**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 Eastern Iowa Asphalt Maintenance

(Vendor Name)

105 Rose Ct. P.O. Box 181 Farley, IA 52046

(Vendor Address - City and State)

PROJECT TITLE:

Parking lot Striping

(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:

Striping parking lots.

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

Various City locations.

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

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

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 5,000

CITY OF DUBUQUE, IOWA

By: Michael Van Allen 4/22/2026
Date

VENDOR:

Eastern Iowa Asphalt Maintenance
Company Name JVC

By: Steve Kluemper 4-25-24
Signature Date

Steve Kluemper
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window &	Masonry	Stump Grinding
Glazing	Vehicular Snow Removal	Tank Coating
Drywall Systems	Painting & Wall Covering	Tree Removal
Fertilizer Application	Pest Control	Tree Trimming
Geotech Boring	Scaffolding	Tuckpointing
Insulation	Sidewalks	Waterproofing
Finish Carpentry	Plastering	Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: Parking Lot Striping or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Parks and Recreation Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



TO: Michael C. Van Milligen, City Manager

FROM: Duane Richter, Traffic Engineer

DATE: April 28, 2026

RE: Miovision Sole Source for Central Management Software

Attached are a quote and sole source with Miovision for annual software maintenance for Opticom Central Management Software. This will provide for five licenses.

Funding will be from 110-55-5512-20-210-5502-00-01-65045 (Street Tech Equip).

It would be appreciated if you would execute the attached sole source related to this quote. Please return it to the Engineering office for further processing.

Attach.

cc: Kerry Bradley, Eng. Dept.

Sole Source Procurement Justification Form

(Must be attached to Purchase Order in Finance Plus and Final Purchase Order for Payment)

A sole source procurement shall be avoided unless clearly necessary and justifiable. The City Manager or designee may exempt the purchase of goods or services from competitive selection processes when the purchase qualifies as a sole source procurement as a result of the following circumstances:

1. One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service; or
2. The procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, could most satisfactorily provide the good or service; or
3. Applicable law requires, provides for, or permits use of a sole source procurement; or
4. The federal government or other provider of funds for the goods or service being purchased has imposed clear and specific restrictions on the use of the funds in a way that restricts the procurement to only one vendor; or
5. The procurement is a technology device that is systems software or an upgrade, or compatibility is the overriding consideration, or the procurement would prevent avoidance or termination of a warranty, or the procurement would prevent default under a contract or other obligation.

Department Engineering Date 4/27/2026

Contact Name Duane Richter

Vendor Miovision

Amount \$ 3,240.00

Department Approval  Date 4/28/26

City Manager or Designee Approval Michael Van Allen Date 4/28/2026

Please complete the following with all sole source request:

1) Is the vendor a known related party vendor to the City of Dubuque?

☐ Yes ☒ No If yes relationship _____

2) What is the item/service, and what functions do they serve? This keeps are Central Management Software current.

3) Explain why the recommended vendor is the only one qualified to provide the requested item(s) at the exclusion of all others, i.e. what makes this vendor uniquely qualified? This vendor is recommended because they are the provider/maker of the software.

4) Describe the research that has been completed to ensure that no other competition exists. Provide names of vendors contacted who are unable to provide the item(s) or perform the service. We have compared other preemption companies in the past and choose GTT over Tomar.

5) How did you determine that the vendor's price was reasonable? We compared the price of the support agreement with past purchases.



Miovision Technologies US, LLC.
801 Transfer Road, Unit G02
St. Paul, MN, 55114, US

Account Executive: Tony Kendall
tony.kendall@miovision.com

Shipping Contact: Duane Richter
drichter@cityofdubuque.org

Customer Name: City of Dubuque (IA)

Date: 4/24/2026

Valid Until: 7/23/2026

Currency: U.S. Dollar

Payment Term: Net 30

Billing Term: Standard Billing Terms

Shipping Term: FOB Shipping Point

PO #:

Waranty Claim :

Bill To

City of Dubuque (IA)
50 West 13th Street
Dubuque, Iowa 52001
United States

Ship To

City of Dubuque (IA)
50 W 13TH ST
DUBUQUE, Iowa 52001-4845
United States

Product Name	Start Date (yyyy-mm-dd)	End Date (yyyy-mm-dd)	Term (Months)	Annual Price	Price	Qty	Total
Annual Software Maintenance for Opticom Central Management Software (CMS) (5 Licenses)	2025-02-27	2026-02-26	12	\$162.00	\$162.00	20	\$3,240.00

Total : USD 3,240.00

CMS renewal covering 2/27/2025 through 2/26/2026

The Customer agrees to order the products outlined above at the prices indicated, and acknowledges that this order is governed by the current master sales agreement ("MSA") that it has with Miovision, or if no MSA exists then the terms outlined at: <https://miovision.com/legal/msa> shall govern. If Customer issues a purchase order, any additional, inconsistent or conflicting terms appearing in the purchase order shall be of no force or effect and shall not amend this order.

For customers paying by credit card, a Miovision accounts receivable representative will contact you by phone to obtain credit card details. Please note that in order to complete payment the Miovision representative will require you to provide the applicable Quotation reference number.

Date: _____

Name: _____

Signature: _____



TO: Michael C. Van Milligen, City Manager

FROM: Duane Richter, Traffic Engineer

DATE: April 28, 2026

RE: Mobotrex Sole Source – Traffic Signal Pedestrian Buttons

Attached are a quote and sole source with Mobotrex for traffic signal pedestrian buttons for the crosswalk on Grandview Avenue near Bryant Street. The ped buttons will be audible.

Funding will be from 5524000029 (Signalization Program).

It would be appreciated if you would execute the attached sole source related to this quote. Please return it to the Engineering office for further processing.

Attach.

cc: Kerry Bradley, Eng. Dept.

Sole Source Procurement Justification Form

(Must be attached to Purchase Order in Finance Plus and Final Purchase Order for Payment)

A sole source procurement shall be avoided unless clearly necessary and justifiable. The City Manager or designee may exempt the purchase of goods or services from competitive selection processes when the purchase qualifies as a sole source procurement as a result of the following circumstances:

1. One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service; or
2. The procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, could most satisfactorily provide the good or service; or
3. Applicable law requires, provides for, or permits use of a sole source procurement; or
4. The federal government or other provider of funds for the goods or service being purchased has imposed clear and specific restrictions on the use of the funds in a way that restricts the procurement to only one vendor; or
5. The procurement is a technology device that is systems software or an upgrade, or compatibility is the overriding consideration, or the procurement would prevent avoidance or termination of a warranty, or the procurement would prevent default under a contract or other obligation.

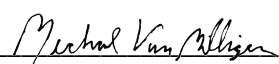
Department Engineering Date 04/28/2026

Contact Name Duane Richter

Vendor Mobotrex

Amount \$ 1,515.00

Department Approval  Date 4/28/26

City Manager or Designee Approval  Date 4/28/26

Please complete the following with all sole source request:

1) Is the vendor a known related party vendor to the City of Dubuque?

☐ Yes ☒ No If yes relationship _____

2) What is the item/service, and what functions do they serve? Traffic Signal Ped Buttons - These will be used for the crosswalk on Grandview near Bryant Street.

3) Explain why the recommended vendor is the only one qualified to provide the requested item(s) at the exclusion of all others, i.e. what makes this vendor uniquely qualified? These are replacement parts for the crosswalk because of citizen request.

4) Describe the research that has been completed to ensure that no other competition exists. Provide names of vendors contacted who are unable to provide the item(s) or perform the service. Other vendors sell different brands that don't last along and need to be repaired more often.

5) How did you determine that the vendor's price was reasonable? We looked at past invoices to make sure that cost of the items have not increased. Plus this year it includes updating the controllers.

Customer: DUB0001
Richter, Duane
City Of Dubuque
City Of Dubuque
50 W 13th St
Dubuque IA 52001-4805
United States

Date: 04/14/2026
Expire Date: 5/14/2026
Prepared By: Zank, Justin D.

Contact: Richter, Duane
Phone: 563 589-1722
Fax: 563 589-4149
Email: drichter@cityofdubuque.org

Part #	Description	Quantity	Price	Extended
PMR13256-001	PBS:9"x12",AUDIBLE W/LED,(R10-25),YLW	3	\$505.00	\$1,515.00

Sale Amount:	\$1,515.00
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	\$1,515.00

Terms:
THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.



City of Dubuque
Dept: Parks & Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4263

**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

United Leak Detection (Vendor) at
(Vendor Name)

(Vendor Address - City and State)

PROJECT TITLE: Flora Pool Leak Detection
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

the detection and location identification of underground leaks at Flora Pool.

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

Flora Pool - 2525 Green Street, Dubuque, IA. 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Proposal (or procurement documentation)**
 - This Contract;
 - Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
 - **The Vendor's Proposal;**
 - **Plans and Specifications;**
 - **General Requirements** as adopted by the City Council for the Project;
 - **Terms and Conditions (Exhibit A);** and
 - **Insurance 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

May 29, 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, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 11,250

CITY OF DUBUQUE, IOWA

By: Michael C. Van Milligen 4/29/26
Michael C. Van Milligen
City Manager Date

VENDOR:

United Leak Detection
Company Name
By: [Signature] 4-27-26
Signature Date
John Jensen
Printed Name
President
Title

**VENDOR ACKNOWLEDGEMENT OF
ATTACHED SPECIAL CONDITIONS:**

By: _____ Date _____
Signature

Printed Name

Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

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

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
Dept: Parks & Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4263

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Communication Engineering Company (Vendor) at
(Vendor Name)

4099 McDonald Drive, Dubuque, IA. 52003

(Vendor Address - City and State)

PROJECT TITLE: Grand River Center - Firewall Replacement

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

the replacement/upgrade of the facilities firewall system

As per the scope outlined in CEC Quote 54139 v4

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 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

(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.

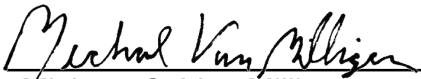
THE CITY AGREES:

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 \$ 47,604.92

CITY OF DUBUQUE, IOWA

VENDOR:

By:  4/29/26
 Michael C. Van Milligen
 City Manager
 Date

Communications Engineering Company
 Company Name

By: Greg Becker 04/29/2026
 Signature Date

Greg Becker
 Printed Name

VP of Finance
 Title

**VENDOR ACKNOWLEDGEMENT OF
ATTACHED SPECIAL CONDITIONS:**

By: _____
Signature Date

Printed Name

Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

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

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)



City of Dubuque
53 _____ Department
949 Kerper Blvd _____
(address)
Dubuque, IA 52001
Phone # 563-690-6463 _____

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Racom

(Vendor Name)

201 West State St. Marshalltown, IA 50158

(Vendor Address - City and State)

PROJECT TITLE: Camera Replacement for Transportation Services

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Camera Replacement for Transportation Services

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

5th Street Ramp, Central Ramp, Five Flags Ramp, Locust Ramp, POD Ramp, JFK Transfer (ARC)

JOTC, Intermodal Facility

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

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

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

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

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

Check Appropriate Box

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

☒ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:
-

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
6/30/2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 166,478.79

CITY OF DUBUQUE, IOWA

VENDOR:

By:  4/29/26
Michael C. Van Milligen
City Manager
Date

Racom
Company Name

By:  4/29/2026
Signature Date

Alec Metz
Printed Name

Service Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

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

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

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

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

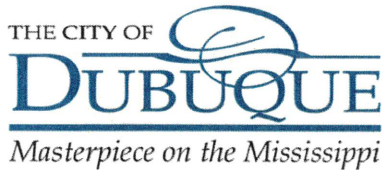
PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental 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
Parks and Recreation Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563-589-4263

**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 Fred Jackson Tuckpointing

(Vendor Name)

475 E. 28th Street Dubuque, IA 52001-1941

(Vendor Address - City and State)

PROJECT TITLE:

Tuckpointing and Masonry Work

(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:

Tuck-pointing and Masonry Work

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

Various City locations.

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

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

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

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

Check Appropriate Box

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

☐ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
June 30, 2026 (date)

7. Indemnification; Liability for City Damage

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

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

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

CONTRACT AMOUNT \$ 8,725.00

CITY OF DUBUQUE, IOWA

By: Michael Van Alstine 05/03/2026
Date

VENDOR:

FRED JACKSON TACKPOINTING
Company Name

By: Kelly Jackson 4-28-26
Signature Date

KELLY JACKSON
Printed Name

Estimator
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.
10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: Tuckpointing and Masonry Work or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Parks and Recreation Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, _____ ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Dubuque Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially ensuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3. Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its

commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

Dubuque Fire Department
11 W 9th St.
Dubuque, IA 52001

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: M. Craig Nagler

Name: M. Craig Nagler

Title: Manager

CLIENT:

Dubuque Fire Department

Signature: Michael Van Milligen

Name (printed): Michael C. Van Milligen

Title: City Manager

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$637.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$726.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and contained for disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$886.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,915.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$584.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$1,029.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,673.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$8,673.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$585.00 per hour, per engine / \$732.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$600 plus \$72 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,205 plus \$72 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,984 plus \$72 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$600 plus \$72 per hour, per rescue person. Additional rates of \$600 per hour per response vehicle and \$72 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$367 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$585 per hour.

Truck billed at \$794 per hour.

Command at \$367 per hour

Miscellaneous equipment billed at \$440.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd.
(address)
Dubuque, IA 52001
Phone # 563-589-4263

**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

Trane USA Inc. (Contractor) at

(Contractor Name)

1400 SE 19th St. Suite 100, Grimes, IA. 50111

(Contractor's Address - City and State)

PROJECT TITLE: Chilled Water Pump Repair

(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:

the repair of 2 chilled water pumps

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

Grand River Center

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 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.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

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

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

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

CONTRACT AMOUNT: \$ 5,659

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Alstine 05/03/2026
Date

Trane US Inc

Company Name

By: Nicole Hudson 4/29/2026
Signature Date

Nicole Hueser

Printed Name

Service Estimator II

Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal
(hereinafter the "Contractor" or "Principal") and _____,
as Surety are held and firmly bound unto the City of
Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by
any breach of any of the conditions of this Bond in the penal sum of
_____ dollars
(\$ _____), lawful money of the United States, for the payment of which sum, well and truly
to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by
these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with
the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract")
wherein said Contractor undertakes and agrees to construct the following project in accordance with the
Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time
therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The
Contract _____ Documents _____ for
_____ Project detail the
following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions
are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Masonry	Rough Carpentry
Doors, Window & Glazing	Vehicular Snow Removal	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Waterproofing
Landscaping		Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo
Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ 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 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);
- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

May 1, 2026
Fire Chief Scheller
Dubuque Fire Department
11 West 9th Street
Dubuque, Iowa 52001

RE: Fire Headquarters Bunkroom and Bathroom Remodel – NOTICE TO PROCEED
Architect's Project Number: 2026319

Dear Chief Scheller & Jim Bousley,

Thank you for awarding this important remodeling project to FEH Design. We understand that the budgeted dollars for construction of this project are required to be encumbered by July 1, 2026. Due to the timing of bidding and award by City Council on June 15, 2026, we have targeted an issue date to bidders of May 21, 2026. This letter confirms that at today's meeting we received a verbal notice to proceed with the development of plans and specifications for bidding for this project.

As proposed, our fee will be 7.9% of the cost of the average of the bids for construction and furniture for the project. Our May invoice will be billed hourly per the attached hourly billing rates. The June invoice will set a fixed fee, and the May invoice amount will be credited toward that fixed total fee amount.

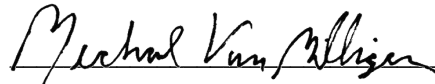
We look forward to a successful project.

Sincerely,
FEH Design



Chris Wand, AIA
Architect Principal

acknowledgement



~~XXXXXX~~ Michael C. Van Milligen
~~XXXXXX~~ City Manager

Enclosed: FEH Design Billing rates
CC: Jim Bousley, Kevin Eipperle



City of Dubuque
Water Department
925 Kerper Court
(address)
Dubuque, IA 52001
Phone # 563-589-4291

**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

Central Tank Coatings (Contractor) at
(Contractor Name)
22528 Canoe Road, Elgin, Iowa 52141

(Contractor's Address - City and State)

PROJECT TITLE: City of Dubuque Fire Hydrant Recoating Project

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

surface preparation and recoating of fire hydrants within the City's water distribution system. Quantity of 121 hydrants per
map of hydrant locations per request for quotes provided by Department on 04/07/2026.

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

Hydrant locations per maps provided in request for quotes provided by Department on 04/07/2026.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other _____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before

June 30, 2026

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
11. 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 D, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

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

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

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

CONTRACT AMOUNT: \$ 22,990

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Alstine 05/04/2026
Date

Central Tank Coatings
Company Name

By: [Signature] 4/30/26
Signature Date

Kelly Koehn
Printed Name

President
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal
(hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligor (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract _____ Documents _____ for _____ Project detail the following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Masonry	Rough Carpentry
Doors, Window & Glazing	Vehicular Snow Removal	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Waterproofing
Landscaping		Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo
Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: Fire Hydrant Recoating Project or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Water Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

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

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☒ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence \$2,000,000

Policy Aggregate \$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

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

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

EXHIBIT D

LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);
- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

Task Order No. 26-02A

Origin Design Co. (CONSULTANT)
Project No: 2500603
Pursuant to Master Services Agreement dated February 16, 2023

CLIENT: City of Dubuque

Task Information

Task Name: Municipal Service Center Roof Replacement

Task Description

Addition of SUBCONSULTANT services Item A.9 to Task Order 26-02.

Scope of Services

The following additional services will be provided by or under the direct personal supervision of a Professional Architect or Engineer licensed to practice in the State of Iowa.

A. Design and Construction Documents (Services Added)

9. SUBCONSULTANT shall design a gas detection system in the fleet maintenance bay. Additional service includes all associated design and CA work associated with gas detection system.

Compensation

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

- A. Design and Construction Documents (services added).** Item A.9 For a Lump Sum Fee of \$2,420.00 (two thousand four hundred twenty dollars and zero cents).

This increases the overall lump sum fee for Phase A. Design and Construction Documents from \$67,000.00 to \$69,420.00.

CONSULTANT: **Origin Design Co.**

A handwritten signature in blue ink, appearing to read "Mark Fassbinder".

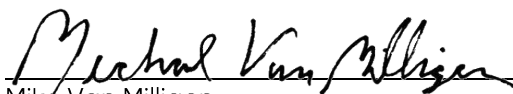
Mark Fassbinder, AIA, LEED AP
Architectural Team Leader
Date: 04/29/26

CONSULTANT: **Origin Design Co.**

A handwritten signature in blue ink, appearing to read "Lauren Ray".

Lauren Ray, PE, SE
Vice President/Secretary
Date: 04/29/26

CLIENT: **City of Dubuque**

A handwritten signature in blue ink, appearing to read "Michael Van Milligen".

Mike Van Milligen
City Manager
Date:

DUBUQUE OFFICE

137 Main Street, Ste. 100
Dubuque, Iowa 52001

origindesign.com

800 556-4491

**SECOND AMENDMENT
TO
LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NEZTROP, LLC**

This Second Amendment, dated for reference purposes the 5th day of May, 2026, is made and entered into by and between Neztrop, LLC ("Landlord") and the City of Dubuque, Iowa ("Tenant").

Whereas, Landlord and Tenant entered into a Lease Agreement dated September 1, 2025; and

Whereas, the parties now desire to amend the Lease Agreement as stated herein.

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

Section 1. Section 1 of the Lease agreement is amended to read as follows:

SECTION 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Dubuque County, Iowa:

Lot 2 of Stone Brook Center Second Addition in the City of Dubuque, Dubuque County, Iowa

for a term beginning on the 1st day of September 2025 until midnight on the 31st day of July, 2026.

Section 2. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

NEZTROP, LLC

By: Michael Van Milligen
Michael C. Van Milligen, City Manager

By: Michael Portner

Master Services Agreement

1. Article 1 – Agreement

- 1.1. This Agreement is effective as of (Date) January 19th 2026 by and between (Customer Name) The City of Dubuque hereinafter called “Customer” , and Communication Engineering Company hereinafter called “CEC”, a corporation under the laws of the State of Iowa, for any services provided by CEC for the benefit of the Customer. This Agreement is effective for all Statements of Work between CEC and Customer that are outstanding during the term of this Agreement, including Statements of Work that were executory as of the effective date of this Agreement and those executed at any time during the term of this Agreement. The terms of this Agreement shall control over any contrary terms and conditions contained in any Statement of Work that is executory as of the date of this Agreement.

2. Article 2 – General Provisions

2.1. DEFINITIONS.

- 2.1.1. For the purposes of this Agreement, the term "Customer" shall include named entity in Article 1 and all its subsidiaries, affiliates, and controlled entities (collectively referred to as "Subsidiaries"). Each Subsidiary shall be considered a party to this Agreement and shall have the same rights and obligations as the Customer under this Agreement.
- 2.1.2. “Business Days” are all Days, except weekends and official federal or state holidays where the project is located.
- 2.1.3. “Customer” is identified in Article 1.
- 2.1.4. “CEC” is identified in Article 1.
- 2.1.5. “Day” means a calendar day.
- 2.1.6. “Laws” means federal, state, and local laws, ordinances, bylaws, codes, rules, and regulations applicable to the Services and with which CEC and its deliverables must comply that are enacted as of the Agreement date.
- 2.1.7. “Parties” means the Customer and CEC collectively.
- 2.1.8. “Services” means the services provided by CEC or by Subcontractors retained by CEC, as detailed in a Statement of Work.
- 2.1.9. “Subcontractor” is a person or entity retained by CEC as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Services under this Agreement.
- 2.1.10. “Worksite” means the aggregate geographical area that the Services shall be performed at.
- 2.2. HEADINGS. Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.
- 2.3. SERVICES. CEC shall furnish or provide the Services in accordance with the Customer’s requirements, as defined and described in each written statement of work (the “SOW”) as may be entered into between the Customer and CEC from time to time. Each Quote shall detail CEC’s compensation for the Services contained in each SOW and the terms in which such compensation shall be paid, all consistent with this Agreement. A Quote or SOW shall

be deemed accepted only if signed by the Customer and CEC and each signed SOW shall be deemed incorporated into this Agreement. In the event there is a conflict between this Agreement and any Quote or SOW, the terms of this Agreement shall control, unless the SOW explicitly provides that the terms of the SOW shall govern. Any reference herein to this Agreement shall include each SOW, as if set forth herein verbatim. Services shall be performed in accordance with the standard of professional skill and care required of CECs in all relevant disciplines for a project of comparable size, scope, and complexity, during the time in which the Services are provided and outlined within a SOW.

- 2.4. TERM OF AGREEMENT. This Agreement shall terminate in accordance with Article 9 provided below
- 2.5. RELATIONSHIP OF THE PARTIES. CEC accepts an independent contractor relationship of trust and confidence with the Customer for this Agreement and will cooperate and exercise the skill and judgment required above in furthering the interests of the Customer. CEC represents that it possesses the skill, expertise, and licensing to perform the Services. The Customer and CEC agree to work together based on mutual trust, good faith, and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner. The Customer and CEC shall endeavor to promote harmony and cooperation among all participants in any applicable project. Neither CEC nor any of its agents or employees shall act on behalf of or in the name of the Customer, except as provided in this Agreement or unless authorized in writing by the Customer.
 - 2.5.1. CEC shall not be responsible for the acts or omissions of the Customer or its agents or employees, or any other persons or entities performing work on the project who are not under the direct or indirect control or authority of CEC.
 - 2.5.2. The Customer shall not be responsible for the acts or omissions of CEC, Subcontractors, agents, or employees of any of them, or any other persons or entities performing work on the project who are not under the direct or indirect control or authority of the Customer.
 - 2.5.3. The Customer and CEC shall perform their obligations with integrity, ensuring at a minimum that: (1) each avoids conflicts of interest and discloses any promptly to the other Party; and (2) each warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.
- 2.6. CONFIDENTIALITY. Parties shall treat as confidential and not disclose to third parties, except as necessary for the performance of this Agreement or as required by law, or use for its own benefit, any confidential information, know-how, discoveries, production methods, routes, design systems and the like that are so identified in writing and disclosed to either party or which either party acquires during performance of the Services required by this Agreement. Parties shall include the same obligation in all agreements with Subcontractors. The Customer shall treat as confidential information all design systems that may be disclosed to the Customer in connection with the performance of this Agreement. The Customer and CEC shall each specify those items to be treated as confidential and shall mark them as "Confidential."
 - 2.6.1. The term "Confidential Information" shall refer to any business information or data (including without limitation specifications, drawings, sketches, models, samples, tools, technical information, or pricing and contract terms) in written or other tangible form that is clearly marked "Confidential" (or otherwise clearly identified as

confidential). Confidential Information shall not include any information that (1) is or becomes publicly available other than by breach of this provision; (2) was rightfully in the receiving Party's possession prior to the disclosure under this Agreement; (3) is rightfully obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; (4) is independently developed by agents or employees of the receiving Party without access to the Confidential Information; or (5) is required to be disclosed by appropriate governmental or judicial order provided that the receiving Party gives the disclosing Party written notice prior to such required disclosure.

- 2.6.2. During the term of this Agreement and for five (5) years thereafter, each Party shall treat the Confidential Information of the other party with the same degree of care it uses to protect its own Confidential Information and shall not disclose such Confidential Information without the prior written consent of the other Party.

3. Article 3 - CEC's Responsibilities

- 3.1. QUALIFICATIONS. CEC warrants and represents that CEC, and its Subcontractors are, during the period in which they are providing the Services, duly qualified, licensed, registered, and authorized by law to perform the Services under this Agreement.
- 3.2. SUBCONTRACTORS. Except as limited in a SOW, CEC is permitted to engage at its sole expense Subcontractors to fulfill CEC's obligations hereunder. There shall be no contractual relationship between the Customer and any such Subcontractor, except that the Customer shall be considered the intended beneficiary of the performance of their services, unless the Customer has engaged directly with the Subcontractor. CEC shall bind its Subcontractors in the same manner as CEC is bound to the Customer under this Agreement.
- 3.3. CEC'S REPRESENTATIVE. CEC shall designate an Executive Sales Representative from time to time and notify the Customer of the same. The Representative shall possess full authority to receive and act on instructions from the Customer on all account-related requests or inquiries. A Service and/or Project Representative will be designated per engagement and will be outlined in a Quote or SOW. Service and Project Representatives will have authority for services and projects outlined within a Quote or SOW. If CEC changes its representative or their authority, CEC shall notify the Customer in writing with updated contact information.
- 3.4. ROYALTIES, PENALTIES, AND COPYRIGHTS. Except as otherwise provided in this Agreement, CEC shall grant Customer access and use of design documentation prepared by CEC to other parties retained by the Customer to perform services. CEC shall pay all royalties and license fees which may be due to the inclusion of any patented or copyrighted materials, methods, or systems selected by CEC and incorporated into the design documents of CEC, during the terms of any associated SOWs. CEC warrants that it possesses the copyright or permission to use the copyright of materials, methods, or systems selected by CEC and incorporated in the design documents of CEC. CEC shall defend, indemnify, and hold the Customer harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

4. Article 4 – Customer's Responsibilities

4.1. INFORMATION PROVIDED BY CUSTOMER.

- 4.1.1. To the extent the Customer has obtained the information identified below, the Customer shall provide it to CEC in a timely manner. This information is made

available upon request and is utilized as is, with the understanding that CEC may need to gather additional information:

4.1.1.1. Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, reports, and investigations.

4.1.1.2. The Customer shall promptly report to CEC errors, inconsistencies, and omissions it discovers in the deliverables; however, nothing in this subsection shall relieve CEC of responsibility for its own errors, inconsistencies, and omissions.

4.2. CUSTOMER REPRESENTATIVE. The Customer shall designate a representative from time to time and notify CEC of the same. The representative shall be fully acquainted with all projects being worked on with CEC or an assigned project representative per SOW; agrees to furnish the information and services required of the Customer pursuant to section 4.1 in a timely manner; and shall have authority to bind the Customer in all matters requiring the Customer's approval, authorization, or written notice. If the Customer changes its representative or their authority, the Customer shall immediately notify CEC in writing.

4.3. ACCESS AND PERMISSION LEVELS. CEC shall have reasonable access to the Worksites at reasonable times, but only to the extent the Customer itself has such access. The Customer shall provide appropriate permission levels for data and network access as needed to complete work outlined within SOWs. CEC may seek additional access only after receiving express permission from the Customer to do so. If the Customer gives such permission, CEC shall promptly document all its actions to obtain such additional access and all access obtained as a result of such actions.

5. Article 5 – Time, Warranty and Liability

5.1. TIMING OF SERVICES. CEC shall provide the Services as outlined in a SOW, with the timing provided in a Project Plan and agreed to by Parties. The timing of services may change at any point based on availability of materials.

5.2. STATEMENT OF WORK (SOW) PROCESS. The specific terms and scope of individual projects or engagements will be included and described in a SOW. This will be agreed to and signed by the Parties for each project or engagement.

5.2.1. Amendments. If circumstances change so as to affect, or the Parties agree to changes affecting, the scope of performance, the parties shall make any necessary equitable adjustment in the price, delivery schedule, or both, and amend the associated Quote and SOW to reflect such changes in a change order or other writing signed by authorized representatives of both Parties and that references the original Quote or SOW. The Parties may otherwise amend this Agreement, including without limitation these Terms and Conditions, only by written agreement signed by an authorized agent of each party.

5.3. DELAYS BY CEC. CEC will work to the schedule outlined within a Project Schedule. If delays or changes to the schedule are required, CEC will work to update the Project Schedule. Any changes to the schedule, in or out of CECs control, will be communicated in writing to the Customer.

5.4. DELAYS BY CUSTOMER. If CEC is delayed in the performance of its Services by any act or omission of the Customer, or by changes ordered by the Customer which are due to causes beyond CEC's control, or by a delay caused by the Customer or others in the performance of the project, then the time allotted in the applicable SOW or Project Schedule

for CEC's Services shall be extended for the period of such delay or the Customer shall authorize CEC to work overtime to make up such lost time, and CEC's compensation for Services performed after CEC's notice of delay shall be equitably adjusted. CEC shall provide prompt written notice to the Customer of such delay after CEC first recognizes such delay.

- 5.5. **LIMITED MUTUAL WAIVER OF DAMAGES.** In no event shall Customer or CEC be liable to the other for any unforeseeable special, consequential, incidental, indirect, punitive, or exemplary damages, including without limitation loss of profit or revenue; loss of use of an applicable project or any associated equipment; cost of capital; cost of substitute goods or services, facilities, services, or replacement; downtime costs or claims of customers or clients for breach of this Agreement.
- 5.6. **LIMITATION OF LIABILITY.** The total liability of CEC, including its affiliates, agents, officers, directors, employees, vendors, subcontractors, or suppliers, for all direct or indirect claims of any kind for any loss, cost, expense, liabilities, or damage, whether in contract, warranty, tort (including without limitation negligence), strict liability, equity or otherwise, directly or indirectly arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of Services pursuant to this Agreement shall be limited to the insurance coverage outlined in the attached "Insurance Schedule F".
- 5.7. **WARRANTIES.** Except as explicitly provided below, CEC disclaims all express or implied warranties, whether written or oral, expressed or implied, statutory or otherwise including, but not limited to, any warranty or merchantability or fitness for a particular purpose. The terms of the warranties under this Section shall survive the termination of this Agreement. CEC provides the following **SOLE** and **EXCLUSIVE** warranties for the Customer.
- 5.7.1. **Warranty for Any Equipment Provided Pursuant to Quotes and SOWs.** The Equipment provided by CEC to Customer pursuant to Quotes and SOWs will be covered only by the manufacturer's warranty for such Equipment, which CEC shall provide to Customer. Except as warranted by the manufacturer and only to the extent expressly provided by manufacturer's warranty, equipment customer purchases pursuant to Quotes and SOWs is provided "as is." CEC disclaims all express or implied warranties, including, but not limited to, all warranties of merchantability and fitness for a particular purpose. Customer waives the right to assert any breach of warranty against CEC and agrees that its sole and exclusive remedy for any breach of warranty with respect to any Equipment shall be against the manufacturer of such equipment. Any equipment installed by CEC in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which CEC hereby assigns to Customer without recourse to CEC. Upon request of Customer, CEC will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CEC, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
- 5.7.2. **Warranty for Any Services Provided Pursuant to Quotes and SOWs.** CEC warrants its workmanship for the life of the installation pursuant to the Quote and SOW. The Customer agrees that the sole and exclusive remedy for any breach of the warranty provided in this, Section 5.7.2. shall be to require CEC (or a third party authorized by CEC) to re-perform the Services that are subject of such breach to the standards agreed to in the applicable Quote or SOW and at no additional cost to Customer. The warranty provided herein excludes abuse, modification, improper maintenance or operation, normal wear and tear under normal usage and is void after

any party (other than CEC or a third party authorized by CEC) provides repairs or services. No further warranties or guaranties, express or implied, are made with respect to any goods or services provided under this agreement, and any implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed.

5.7.3. The warranty provided by the manufacturer is the sole warranty for software, operating systems, applications, or other intellectual property provided under this Agreement.

5.8. **LIMITATION OF SCOPE.** CEC shall have no liability or responsibility to Customer or any other persons or entities with respect to or arising in connection with this Agreement or any cyber security, breach of cyber security, data breach, hacking, phishing, compromise, ransomware, or other similar breach or failure. Customer hereby waives, discharges, releases and disclaims any right, claim, or theory of recovery, any loss, cost, expense, liabilities, or damage, whether in contract, warranty, tort (including without limitations negligence), strict liability, equity or otherwise, directly or indirectly arising out of, connected with any monitoring services related to or arising in connection with this Agreement or any cyber security, breach of cyber security, data breach, hacking, phishing, compromise, ransomware or other similar breach or failure.

5.9. **CONFLICT.** The terms of this Article shall apply notwithstanding any other provisions of this Agreement and shall survive the termination of this Agreement.

6. Article 6 – Invoice Options, Service and Equipment

6.1. **INVOICING OPTIONS** include the following but are not limited to:

Invoice Type	Description	Contract Term/Type
Pre-paid	Customer purchases a block of prepaid service/ support time at a fixed dollar amount. Service hours are tracked against tickets. Monthly statements provide account balance until dollars are depleted.	Upon invoice receipt
Progress	Customer agrees to milestone payments based on the Statement of Work and percent of work complete at a given date	Down payments due at invoice. Progress payments Net 30.
Recurring	Customer agrees to a service/support agreement covering a specific period of time. The payment is recurring by month or annually depending on the service.	Net 30 days.
Subscription	Customer's hardware, software and service are bundled into a multi-year subscription payment. Billing occurs monthly.	Net 30 days.

6.2. **CONDITIONS, CLARIFICATIONS and SPECIAL PROVISIONS REGARDING ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT** The provisions herein shall apply to all services to be provided by CEC regardless of whether the equipment to be serviced is provided by CEC or a third party.

6.2.1. **Performance of Services.** CEC may, in its sole discretion, and at its sole expense, appoint a Subcontractor to perform any Services on behalf of and for CEC. CEC (or a

CEC-appointed Subcontractor) will meet all response times, including both callback and onsite times, and will service any equipment pursuant to a Quote or SOW. CEC shall have responsibility for the supervision of its staff, or any Subcontractors assigned to perform any Services by CEC. CEC will perform its own clean-up and will not be liable for any clean-up done by others, except for CEC's Subcontractors. Unless otherwise provided in a Quote or SOW, all Services will be performed during normal business hours (7:30 a.m. to 4:30 p.m. Monday through Friday, excluding CEC's designated holidays). If the Customer requests performance of any Service outside of such hours, Customer shall be responsible for any additional costs incurred as a result (including without limitation any overtime pay).

6.2.2. Unauthorized Services. Customer shall not attempt to service any equipment that CEC services pursuant to a Quote or SOW and shall not permit third parties not authorized by CEC to service such equipment. Upon such unauthorized service CEC may, in its sole discretion, immediately void warranties and/or terminate Services as to such equipment, and Customer shall have no right to a refund or to offset payment as a result of such termination.

6.2.3. Installation Other Than by CEC. With respect to any equipment to be serviced by CEC that was installed by any party other than CEC (or a Subcontractor of CEC), or having been installed by CEC was subsequently serviced by any party other than CEC (or a Subcontractor of CEC), Customer warrants that to the best of Customer's knowledge such equipment was installed and/or serviced according to the manufacturer's specifications and as of the Effective Date of this Agreement such equipment is operating according to the manufacturer's specifications.

6.2.3.1. Exclusions. Any Services provided by CEC (or a Subcontractor of CEC) that are not system-related or not covered by a Quote or SOW, will be billed to Customer at CEC's then current Time and Materials rates. The following are excluded from Services provided pursuant to a Quote or SOW:

6.2.3.1.1. Specific items excluded from standard maintenance Services include non-serviceable and consumable items without limitation: base station antenna; base station transmission lines; base station multi-coupler; tower or tower lighting; external power supply system and/or battery; pager or portable batteries and accessories (speaker mics, etc.); reprogramming of equipment with different parameters; diagnostics to locate external interfering signals; and CCTV video tube.

6.2.3.1.2. CEC has no responsibility for telephone and network lines, even when used in conjunction with equipment. Upon request and mutual agreement of the Parties, CEC will, at CEC's then current Time and Materials rates, assist the telephone/network company in repairing problems.

6.2.4. Any Services required as a result of configuration changes made or attempted by Customer or third parties unauthorized by CEC are excluded from the Agreement.

6.2.5. All project work performed by CEC must be scheduled through their Project Management Office (PMO), allowing adequate lead time for equipment delivery and scheduling of workforce. Upon the project award CEC's PMO will contact the Customer to confirm project timelines and availability of resources. All other service requests will be funneled to CEC's customer support for scheduling.

6.3. CUSTOMER SUPPORT REQUESTS Customer can contact CEC's customer support as follows:

6.3.1. Phone – 866.423.2247

6.3.2. E-mail – CSC@CECInfo.com

6.3.3. Portal – MyCEC Service Portal provided by CEC so Customer can initiate, track, and communicate with CEC service team about open tickets.

6.4. SERVICE RESPONSE times are based upon the Service level agreed to by Parties outlined within a Quote or SOW.

6.5. EQUIPMENT purchases will be outlined within a Quote and will only be placed on order after written approval or PO is received by CEC.

6.5.1. Equipment not installed by or under the supervision of CEC: Delivery of equipment not to be installed by or under the supervision of CEC shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by CEC, and CEC shall not be liable for damage or loss of such Equipment after delivery to the point of shipment.

6.5.2. Equipment installed by or under the supervision of CEC: Delivery of equipment that shall be installed by or under the supervision of CEC shall be freight as stated in the Quote, and CEC shall not be liable for damage or loss of such Equipment after delivery to the site of installation. If any such equipment is damaged or destroyed, other than by the fault of CEC, after delivery to the site of installation but prior to full performance by CEC, Customer shall promptly pay or reimburse CEC, in addition to any other fees, an amount equal to the damage or loss. It shall be the Customer's sole obligation to maintain the security and quality of any equipment following delivery.

6.5.3. Return of equipment for credit, exchange, or repair: Equipment returned for credit, exchange, or repair shall not be accepted without prior authorization from CEC and any credit shall not exceed the original billed price. Equipment returned without authorization will be refused and returned (shipping paid for by the Customer). Equipment returned in a condition other than that specified in the return authorization will be credited on the basis of inspection. A restocking charge of 20% of the original billed cost of the returned equipment or \$20.00, whichever is greater, will apply to all equipment returned for credit.

6.5.3.1. Equipment returns are at the sole discretion of CEC. While every effort will be made, manufacturer and distributor acceptance along with CEC's ability to resell product will all be factored into the return process.

6.5.4. Claims for Shortage: Customer must report to CEC any claim for shortage or other non-conformance within 10 calendar days of receipt of the equipment.

7. Article 7 – Compensation and Payments

7.1. COMPENSATION. The Customer shall compensate CEC the amount and in accordance with payment terms as outlined in the applicable Quote or SOW.

7.2. ADDITIONAL SERVICES AND REIMBURSEABLE EXPENSES. CEC shall be compensated for services beyond a Quote or SOW, on a lump sum or cost reimbursable basis, as the Parties may agree by change order.

7.2.1. Either Party may request a change to the Services as set out in a SOW. A change to the Services will be effective only when a Change Order Request Form is agreed to

by both Parties. The Parties agree to act in good faith with respect to change requests and will not unreasonably delay or withhold consent.

7.2.2. Quotes and SOWs are assumed at a standard installation schedule. Any expedited deliveries or installation schedules are not included and will incur additional charges unless specified within a Quote or SOW.

7.2.3. Where the Fees are calculated on a time and materials (T&M) basis CEC's fee rates for each individual person will be calculated off current rates below but subject to change:

Role	Rate
Test & Inspect Discrepancy Service Labor	<u>\$158.00</u>
Technician I	<u>\$160.00</u>
Technician II	<u>\$203.00</u>
Technician III	<u>\$246.00</u>
Master Systems Technician	<u>\$247.00</u>
Development & Engineering Labor	<u>\$218.00</u>
Clinical Application Specialist	<u>\$264.00</u>

7.2.4. T&M Fees carry a 2-hour minimum charge for all Dispatched Service Calls. Carry-in service and in-house bench repairs are subject to a 0.25 hour minimum charge.

7.2.5. Overtime is charged at one-and-one-half times normal rates for work performed outside CEC's normal work hours (7:30AM-4:30PM, M-F) and at double-time on CEC's designated holidays. OT is first applied to actual work performed and then to travel time if necessary.

7.2.6. A service trip charge will be assessed for each round trip to/from the service location. Other travel expenses such as airfare, lodging, rental cars, parking, and other travel related fees will be charged at actual cost plus a 5% administrative fee. The daily per diem fee for meals is \$50/day subject to adjustment for international travel, and subject to change on an annual basis.

7.2.7. CEC will also be entitled to charge the Customer for any delays incurred by CEC employees and their Subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond their control will be invoiced at current labor rates.

7.3. LIENS

7.3.1. Prior to final payment to CEC, CEC shall furnish evidence satisfactory to the Customer that there are no claims, obligations, or liens outstanding in connection with its Services. Acceptance of final payment shall constitute a waiver of all claims by CEC for compensation for its Services.

- 7.3.2. Should there be any claim, obligation, or lien asserted before or after final payment is made by CEC's Subcontractors or other claims claiming through CEC arising out of CEC's Services, CEC shall reimburse, indemnify, and hold harmless the Customer for any costs and expenses, including attorneys' fees, costs, and expenses, incurred by the Customer in satisfying, discharging, or defending against any such claim, obligation, or lien, including any action brought or judgment recovered, provided the Customer is making payments or has made payments to CEC in accordance with the terms of this Agreement.
- 7.3.3. Should CEC or its Subcontractors cause damage or fail to perform or otherwise be in default under the terms of this Agreement, Customer shall provide written notice of breach and withholding prior to funds withheld. CEC or its Subcontractors shall have 30 days to cure breach. If the cure is not in place, Customer may withhold funds. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.
- 7.4. LATE PAYMENT. If the Customer fails to pay any amounts due within 30 days of its due date, the Customer shall be charged interest at a rate of 1.5% per month (or any part thereof) on the outstanding principle, until such principle and any accrued interest is paid. CEC reserves the right to apply any payments first towards outstanding interest. If Customer is 60 days or more delinquent in its payment, such delinquency may, in CEC's sole discretion, be considered a material breach hereunder and CEC may either suspend performance until Customer becomes current or terminate this Agreement (neither of which shall affect any other rights or remedies available to CEC). If Customer is 90 days or more delinquent, CEC may, upon 30 days' notice, remove from Customer's premises all Equipment listed on the Quote and SOW, provided further that if CEC chooses such removal, CEC shall not be obligated to restore Customer's premises to their original condition. Customer shall pay all costs and expenses of collection (or removal of Equipment) pursuant to this subsection, including attorneys' fees or collection agency's fees, out-of-pocket expenses, labor (including without limitation those assessed for removal), and interest. Customer shall receive credit for any removed Equipment pursuant to the provision herein regarding Return of Equipment.
- 7.5. TAXES. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Customer, and shall be included in invoices. Those agencies or businesses that do not pay sales tax must submit their exempt or resale number.
- 7.6. PAYMENT PROCESSING SURCHARGE. CEC will apply a surcharge to any credit card payments to cover the fees imposed by credit card companies.
- 7.7. SUPPLY CHAIN SURCHARGE. At CEC's discretion, CEC may apply Manufacturer and/or Distributor initiated surcharge(s) to any equipment order.
- 7.8. PRICING. CEC reserves the right to change pricing at any time without notice.

8. Article 8 – Indemnity and Insurance

8.1. INDEMNITY.

- 8.1.1. To the fullest extent permitted by law, CEC shall indemnify and hold harmless the Customer, the Customer's officers, directors, members, agents, and employees (the "Indemnitees") from and against all claims, losses, damages, liabilities, including reasonable attorney's fees, costs, and expenses, for bodily injury, sickness, or death, and property damage that may arise from the performance of or the failure to perform

Services under this Agreement, but only to the extent caused by the negligent acts or omissions of CEC, CEC's Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In any and all claims against the Indemnitees by any employee of CEC, anyone directly or indirectly employed by CEC or anyone for whose acts CEC may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CEC under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

- 8.1.2. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless CEC, CEC's Subcontractors, CEC's officers, directors, members, shareholders, agents, and employees from and against all claims, losses, damages, liabilities, including reasonable attorney fees, costs, and expenses for bodily injury, sickness, or death, and property damage that may arise due to the negligent acts or omissions of the Customer, the Customer's agents, other than CEC or CECs Subcontractors, or anyone employed directly or indirectly by one of them or by anyone for whose acts any of them may be liable. In any and all claims against the indemnified parties by any employee of the Customer, anyone directly or indirectly employed by the Customer or anyone for whose acts the Customer may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Customer under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

8.2. INSURANCE.

- 8.2.1. Before commencing its Services and as a condition precedent to payment, CEC at its own expense shall purchase and maintain insurance as described in the attached Insurance Schedule.
- 8.2.2. At a minimum, Customer shall maintain insurance on all real property and improvements where any Equipment is installed or CEC is performing any Services, and such insurance shall be for the full replacement cost of such real property and improvements. Customer waives all rights against CEC and CEC's officers, directors, partners, shareholders, employees, agents, and other agents of CEC and its Subcontractors for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such insurance policy. Customer waives all rights against CEC and CEC's officers, directors, partners, shareholders, employees, and other CEC agents and Subcontractors for loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Customer's property caused by, arising out of or resulting from fire or other peril whether or not insured by Customer.
- 8.2.3. Any insurance policy maintained by Customer as described in Section 8.2.2. shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the property insurer will have no rights of recovery against CEC or CEC's officers, directors, partners, shareholders, employees, and other CEC agents and Subcontractors.
- 8.2.4. Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are stored earlier on Customer's site pursuant to agreement between Customer and CEC, title with respect to such materials shall pass to Customer upon delivery to Customer site.

9. Article 9 – Termination

9.1. **TERMINATION BY EITHER PARTY.** The termination provisions of this agreement are determined by whether the customer has elected to finance the payment or purchase obligations of this agreement with a Subscription Services Agreement.

9.1.1. In the event that Customer enters into a Subscription Service Agreement in connection with this agreement or purchase of equipment, then this agreement is non-cancelable and irrevocable, and it cannot be terminated during the period of time that the Subscription Service Agreement is effective and in place, and the terms and conditions of any such Subscription Service Agreement are incorporated into this Agreement.

9.1.2. In the event that Customer does not enter into a Subscription Service Agreement, then this Agreement shall terminate upon the earlier of (1) CEC and Customer substantially performing all of their respective obligations under open Quotes and SOWs, or (2) thirty (30) days after either Party provides written notice to the other Party that the Agreement is terminated. Either Party may terminate this Agreement pursuant to part (9.1.2.)(2) of this subsection for any reason, provided that if Customer so terminates this Agreement, Customer shall pay CEC for all Equipment received and/or delivered, Services performed, and direct expenses incurred by CEC in connection with the Agreement (including without limitation manufacturer service contracts purchased in connection with the Agreement) prior to the termination date.

9.2. **BREACH.** Should either Party be in material breach of this Agreement, the other Party may give written notice to the breaching Party that it intends to terminate this Agreement by default absent appropriate corrective action upon thirty (30) Days from receipt. Such notice shall include a detailed explanation of why such breach or other failure constitutes a violation of this Agreement. Upon such time and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.

10. Article 10 – Dispute Resolution

10.1. **DIRECT DISCUSSIONS.** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

10.2. **MEDIATION.** If direct discussions pursuant to section 10.3 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Commercial Industry Mediation Rules of the American Arbitration Association. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by both Parties.

10.3. **BINDING DISPUTE RESOLUTION.** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the

arbitration under the current Commercial Industry Arbitration Rules of the AAA and administered by the AAA.

- 10.3.1. *Costs.* The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.
- 10.3.2. *Venue.* The sole venue of any binding dispute resolution procedure shall be in the City of Dubuque, Iowa, unless the Parties agree on a different mutually convenient location.
- 10.3.3. *Limitation.* Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court or if barred by the time limits provided herein. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations or any time limits provided herein. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.
- 10.3.4. *Final.* An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

10.4. **MULTIPARTY PROCEEDINGS.** The Customer and CEC agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to each project to provide for the joinder or consolidation of such dispute resolution procedures.

11. Article 11 – Miscellaneous.

- 11.1. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon CEC without the prior written consent of CEC's representative.
- 11.2. **GOVERNING LAW.** This Agreement and the rights and duties of the parties shall be governed and interpreted in accordance with the laws of the State of Iowa without regarding to its conflict of law provisions. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought only in the Iowa District Court for Dubuque County, Iowa. Each of the Parties hereto consent and submit to the sole jurisdiction of that court and further agree that the service of any process, summons, notice, or document in the manner set forth for notices required or permitted under this Agreement shall be effective service for purposes of any litigation in any such court.
- 11.3. **THIRD-PARTY ALARM MONITORING SERVICES.** Any such alarm monitoring services shall be provided by a separate agreement with a company or companies which furnish alarm monitoring services. CEC has no responsibility or liability with respect to any alarm monitoring services, and Customer releases and discharges CEC with respect to any and all alarm monitoring services.
- 11.4. **NO THIRD-PARTY BENEFICIARIES; RELATIONSHIP BETWEEN PARTIES.** This Agreement is solely for the benefit of the Parties hereto. No other person shall be deemed a

beneficiary of or otherwise have the right to enforce the Agreement. Customer and CEC hereby specifically agree and acknowledge that CEC is not an employee or agent of Customer.

- 11.5. **FORCE MAJEURE.** CEC shall not be considered in default of its performance of its obligations hereunder, if performance of such obligations is prevented or delayed by insurmountable circumstances, such as: delay in the production, delivery, supervision or installation of any of the labor and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, COVID, virus, pandemic or other related medical conditions or emergencies, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of CEC. Both parties shall make every reasonable effort to reschedule the project within reasonable timelines. If cancelled, work performed to date along with expenses, equipment cost(s), staging, storage, and other itemized costs related to the contract shall be reimbursed to CEC.
- 11.5.1. **Waiver of Remedies:** CEC enacts waiver of remedies for delivery and usage. Example: Following every measure of best commercial effort, if it remains impossible or commercially reasonable to fulfill the terms and conditions of this contract due to unexpected supply chain delays, CEC will require use of the force majeure provisions within the purchase agreement/contract to seek relief from any liquidated damages or other fines, penalties, or claims. CEC will provide the Customer with delivery status and communicate any reasonable alternatives to expedite material delivery.
- 11.6. **MARKETING DISCLOSURES.** Customer agrees CEC may disclose marketing information exclusive to customer name and nature of project, even if the Proposal is designated “Confidential”, only for marketing purposes. Such disclosure shall not waive confidentiality with respect to confidentiality outlined in 2.6. of this agreement.
- 11.7. **SEVERABILITY.** If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in full force and effect.
- 11.8. **JOINT DRAFTING.** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.
- 11.9. **WAIVER.** Failure or delay on the part of CEC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
- 11.10. **RIGHTS AND REMEDIES.** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.
- 11.11. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them. Furthermore, Customer agrees that this Agreement constitute the entire and integrated agreement between the Parties and supersedes all prior, contemporaneous, or subsequent agreements or offers, whether oral or written. All Quotes and SOWs hereinafter are subject to and are incorporated into the terms listed within this agreement based upon reference of the Master

Services Agreement. This Agreement and each and every provision is for the exclusive benefit of the Customer and CEC and not for the benefit of any third party.

Customer: City of Dubuque

By: Michael Van Allen

Its: City Manager

Date: 05/06/2026

Communications Engineering Company

By: Michael Tierney

Its: CEO

Date: 2/25/2026



TO: Mike Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 7, 2026

RE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project – Bid Package 4

Attached are the Public Improvement Contract and Performance, Payment & Maintenance Bond between the City of Dubuque and Midwest Concrete, Inc. of Peosta, IA for the 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project – Bid Package 4.

The project was awarded by the City Council on May 4, 2026.

It would be appreciated if you would execute the attached documents related to this project. Please return it to the Engineering office for further processing.

Attach.

cc: Kerry Bradley, Eng. Dept.

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 5th day of May, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Midwest Concrete, 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 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 4 (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. ____ through No. ____ (00 pages) or drawings consisting of sheets bearing the following general title: ALL

 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. ____-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. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid

for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. Indemnification; 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 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.

19. Federally Assisted Project.

Is this project funded fully or in part with federal funds?

☐ Yes (if yes, provision a. and b. below apply)

☒ 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 \$199,908.60

CITY OF DUBUQUE, IOWA:

City Manager's Office

Department

By:



Signature

Michael C. Van Milligen

Printed Name

City Manager

Title

05/07/2026

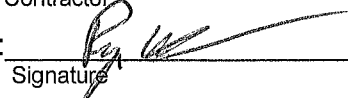
Date

CONTRACTOR:

Midwest Concrete, Inc.

Contractor

By:



Signature

Ryan Coates

Printed Name

Owner

Title

May 5, 2026

Date

==== END OF SECTION 00500 ====

EROSION CONTROL CERTIFICATION
SECTION 00900

City: City of Dubuque
Address: 50 W 13th Street
Dubuque, IA 52001
Project: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 4
Contract No. 5421000002

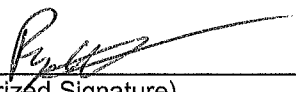
Description: The scope of the Project is as follows: all labor, equipment, and materials to install 38 ADA accessible curb ramps along Stafford Street, Humboldt Street, Schiller Street, Farley Street, Fengler Street, Ann Street, Dock Street, Marshall Street and Decatur Street. In relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorney's fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by the Contractor for storm water pollution and erosion control.

Fines and other costs incurred against the City for the Contractor's failure to provide the required erosion control practices will be paid by the Contractor.

Contractor: Midwest Concrete Inc.

By: 
(Authorized Signature)

President
(Title)

==== END OF SECTION 00900 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Midwest Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One hundred ninety-nine thousand, nine hundred eight dollars and sixty cents (\$199,908.60), 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 5th day of May, 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 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 4 detail the following described improvements:

The scope of the Project is as follows: all labor, equipment, and materials to install 38 ADA accessible curb ramps along Stafford Street, Humboldt Street, Schiller Street, Farley Street, Fengler Street, Ann Street, Dock Street, Marshall Street and Decatur Street. In relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

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: 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4
 Location: Stafford Street, Humboldt Street, Schiller Street, Farley Street, Fengler Street, Ann Street, Dock Street, Marshall Street and Decatur Street, Dubuque, Iowa
 Project Number: 5421000002

Witness our hands, in triplicate, this 5th day of May, 2026.

SURETY COUNTERSIGNED BY:

 Signature of Agent

 Printed Name of Agent

 Company Address

 City, State, Zip Code

 Company Telephone Number

PRINCIPAL:

Midwest Concrete, Inc.

Contractor

By: _____

Signature

 Printed Name

Title

FORM APPROVED BY:

 Representative for Owner

SURETY:

West Bend Insurance Company

Surety Company

By: _____

Signature Attorney-in-Fact Officer

Kim Hess

Printed Name of Attorney-in-Fact Officer

Tricor

Company Name

600 Star Brewery Dr Ste 110

Company Address

Dubuque, IA 52001

City, State, Zip Code

563-556-5441

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 ====



Bond No. 2675398

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kim Hess

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

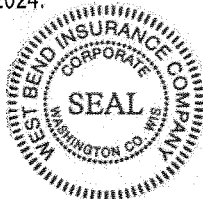
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

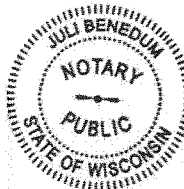
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of May, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



MIDWCON-03

KHESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

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 TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	CONTACT NAME:		
	PHONE (A/C, No, Ext): (563) 556-5441	FAX (A/C, No): (608) 723-6440	
	E-MAIL ADDRESS: service@tricorinsurance.com		
INSURED Midwest Concrete Inc AHL Equipment Leasing, Inc. 9835 Midwest Ln. Peosta, IA 52068	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty Company		13021
	INSURER B: Westchester Surplus Lines Insurance Company		10172
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			10090211731	4/15/2026	4/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10005455309	4/15/2026	4/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			10024020131	4/15/2026	4/15/2027	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10001455055	4/15/2026	4/15/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			G7550746A 001	4/15/2026	4/15/2027	Aggregate 2,000,000
A	Equip Floater			10090211731	4/15/2026	4/15/2027	Leased/Rented Equip 7,925,056

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Project: 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project Bid Package 4
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, are included as additional insureds on the general liability per written contract on a primary and non-contributory basis for both on going and completed operations. A waiver of subrogation applies to the general liability, auto liability, and workers compensation, as required by written contract. Waiver of Governmental Immunities applies in favor of City of Dubuque. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque 50 W 13th St Dubuque, IA 52001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CITY OF DUBUQUE, IOWA****ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Dubuque, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CITY OF DUBUQUE, IOWA**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

(For use when *including* the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier 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 insurance carrier 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.
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 insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Dubuque, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier 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 insurance carrier and the City of Dubuque, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF DUBUQUE, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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, 50 W. 13th St., Dubuque, Iowa 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Note: Endorsements above per 'Urban Standard Specifications For Public Improvements', Addendum No. 2 effective July 24, 2001.



TO: Michael C. Van Milligen, City Manager

FROM: Duane Richter, Traffic Engineer

DATE: May 7, 2026

RE: Street Light Windsor Avenue

Attached is a short form contract between the City of Dubuque and McDermott Excavating for the removal and replacement of a streetlight on Windsor Avenue.

Funding will be from 5524000013 (Street Light/Traffic Control)

It would be appreciated if you would execute the attached contract related to this quote. Please return it to the Engineering office for further processing.

Attach.

cc: Kerry Bradley, Eng. Dept.

McDermott Excavating

Estimate and Request For Proposal

PROJECT OWNER: City of Dubuque
50 W. 13th Street
Dubuque, Iowa 52001

DATE: 4/17/2026

PROJECT GENERAL: McDermott Excavating

PROJECT NAME: Windsor Ave. Light Base Replacement

MCDERMOTT EXCAVATING PROPOSES SITE WORK AS FOLLOWS:

Mobilization
Barricades and fence as necessary
Saw and remove 32 sf of city sidewalk
Excavate around existing light base and remove
Pick up new base from city yard
Install new 24" or 18" light base
Backfill with 3/4" base stone and compact
Repour city sidewalk back in
Furnish and place 4" of topsoil in disturbed areas
Seed, fertilize, and straw mat disturbed area
Clean up from our work

Labor, Equipment, and Materials: \$4,500.00

Plans Dated:
Addendums Noted:

TOTAL ESTIMATE BASED ON ABOVE QUANTITIES \$4,500.00

SPECIFIC JOB ITEMS NOT INCLUDED:
No light base included

NOTE: Price is for above description only. Anything will be at an additional expense to the owner!

GENERAL ITEMS NOT INCLUDED WITH THIS QUOTE INCLUDE:

MATERIAL TESTING	ROCK EXCAVATION	HAZARDOUS MATERIALS	SOIL STABILIZATION
ENGINEERING AND SURVEY	TRAFFIC AND PEDESTRIAN CONTROL	DEWATERING OR DUST CONTROL	SHEETING & SHORING
SEED, FERTILIZER, & MULCH	RETAINING WALLS OR ASSOCIATED WORK	VAPOR BARRIER & INSULATION	BONDING
INCORPORATED DOCUMENTS	PERMITS & EROSION CONTROL	DESIGN & INADEQUACY OF CONT DOCS	ADD INSURNC REQMTS
IMPORTED TOPSOIL	NO SNOW OR FROST REMOVAL	NO EXTREME WINTER WORKING CONDITIONS	

PLEASE CALL IF YOU WANT ANY OF THESE ITEMS INCLUDED WITH THIS QUOTE

THANK YOU FOR YOUR CONSIDERATION ON THIS PROJECT

SIGNED: Kevin P. Donovan DATE: 4-17-2026
Kevin P. Donovan

ACCEPTED: Michael Van Alstine DATE: 05/11/2026
THIS PROPOSAL NEEDS TO BE SIGNED AND RETURNED TO OUR OFFICE BEFORE PROCEEDING WITH WORK

THIS PROPOSAL NEEDS TO BE AN ATTACHMENT IF A CONTRACT IS REQUIRED

THIS PROPOSAL IS GOOD FOR 10 DAYS

PER IOWA STATE LAW OWNERS ARE RESPONSIBLE FOR LOCATING PRIVATELY OWNED UTILITIES

11672 Airborne Road ♦ Dubuque IA 52003 ♦ Phone: 563-583-4633 ♦ Fax: 563-583-5858



City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-690-6067

**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

McDermott Excavating (Contractor) at

(Contractor Name)

11672 Airborne Road Dubuque IA 52003

(Contractor's Address - City and State)

PROJECT TITLE: Street Light - Windsor Ave

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Mobilization - Barricades and fence as necessary

Saw and remove 32 sf of city sidewalk

Excavate around existing light base and remove

Pick up new base from city yard and install new 24" or 18" base - Back fill with 3/4" base stone and compact

Re-pour city sidewalk back in

Furnish and place 4" of topsoil, seed, fertilize and straw mat disturbed area

Clean up from work

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

Winsor Ave

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 22nd, 2026

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ____, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

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

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

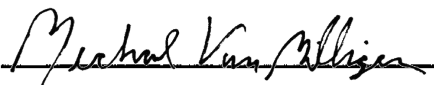
THE CITY AGREES:

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

CONTRACT AMOUNT: \$ 4,500.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By:  05/11/2026
Date

McDermott Excavating
Company Name

By: Kevin P. Donovan Digitally signed by Kevin P. Donovan
Date: 2026.04.29 17:56:51 -05'00' 4/29/2026
Signature Date

Kevin P. Donovan
Printed Name

Superintendent
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 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);
- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).



MDELLCD-01

LWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

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 TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	CONTACT NAME: Lu Anne Wood PHONE (A/C, No, Ext): (608) 405-1161 2202 FAX (A/C, No): E-MAIL ADDRESS: lwood@tricorinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : United Fire & Casualty Company INSURER B : Westchester Surplus Lines Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 13021 10172

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	60542976	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			60542976	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			60542976	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	X	30304796	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equip Floater			60542976	6/1/2025	6/1/2026	Rented Equipment 300,000
B	Pollution Liability			G28367466 006	2/1/2026	2/1/2027	\$10,000 Ded 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

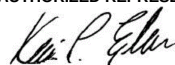
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Project: Street Light - Windsor Ave

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 are additional insured on a primary, non-contributory basis including ongoing and completed operations. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque Engineering Department 50 West 13th Street Dubuque, IA 52001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY TRICOR, LLC - Dubuque		NAMED INSURED MDE LLC dba McDermott Excavating 11672 Airborne Rd Dubuque, IA 52003 Dubuque
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

general liability policy. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Organization:

City of Dubuque

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier 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.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
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Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B.**

Exclusion 5. Fellow Employee is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1)** Overdue lease / loan payments at the time of the "loss";
 - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3)** Security deposits not returned by the lessor;
 - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5)** Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Premium \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED**A. The following change is made:****Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (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.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
- d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

9. Coverage G - Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. 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.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" **c.** is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D. Item 9. "Insured Contract" **f.(1)** is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
 - b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.



Budget Review

Reidnt Cmmpnt

Legal Staff- back to submitter

Legal - Review City Council GRC Contract Review Requested by: 4/29/2026

Summary Action History

- 5/5/2026 1:32 PM
- ... Mia Burbach is in process with task Legal Staff - back to submitter
- 5/5/2026 1:32 PM
- IZ Jason Lehman completed task

✓ Need more Information

Contract is fine. I'm not sure what's happening with Laserfiche, but the only option I have on this one is "Need more information." So, while it may look like I need more information, I really don't.
- 5/5/2026 12:35 PM
- S/ Crenna Brumwell completed task

IZ Assign Staff

- Email was sent for reminder "Legal Task Reminder" on May 3, 2026 3:14 PM
 - Email was sent for reminder "Legal Task Reminder" on May 1, 2026 3:14 PM
 - Email was sent for reminder "Legal Task Reminder" on April 29, 2026 3:14 PM
 - The task was assigned to Crenna Brumwell on April 24, 2026 3:13 PM
- 4/24/2026 3:13 PM
- IZ Mia Burbach submitted a form Message_Start Event and started an instance in process Legal - Review

IZ Submit



April 17, 2026

City of Dubuque
Mia Burbach
City Hall, 50 W 13th Street
Dubuque, Iowa
52001

Dear Mia Burbach,

Thank you for choosing the Grand River Center to host City Council Goal Setting! We are looking forward to assisting you with the details to make your event a memorable experience for you and your attendees.

Please review this agreement carefully, sign, and return. Once signed, we will counter-sign and send you a copy for your records.

Upon completion of the booking process, we will work with you on the details of your event, including scheduling, setups, catering, audio/visual services, and much more.

If you have any additional questions, please do not hesitate to reach out to me.

Thanks again,

Sincerely,
Rachel Clisch
Director of Sales and Marketing
Grand River Center- proudly managed by Oak View Group
Email: rachel.clisch@oakviewgroup.com
Phone: 563.239.9301



LICENSE AGREEMENT – GRAND RIVER CENTER

EVENT ID: 3603-65-65-18017
Effective Date: April 17, 2026

Licensee's Name ("Licensee"): City of Dubuque City Hall, 50 W 13 th Street Dubuque, Iowa 52001	Facility ("Facility"): Grand River Center 500 Bell St Dubuque, IA 52001						
Description of event to be held ("Event"): City Council Goal Setting Expected attendance: 100							
Base License Fee ("Base License Fee"): U.S. \$750	Food and Beverage Fee Minimum (the "F&B Minimum") U.S. \$1,600 (exclusive of the then-current Management Charge, which is currently at 22% but subject to increase, and cash sales.)						
Deposit Amount ("Deposit"): U.S. \$480 ; due as follows:							
<table border="1"> <thead> <tr> <th>Payment</th> <th>Due Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Deposit</td> <td>5/8/2026</td> <td>\$480</td> </tr> </tbody> </table>		Payment	Due Date	Amount	Deposit	5/8/2026	\$480
Payment	Due Date	Amount					
Deposit	5/8/2026	\$480					

EVENT TIMELINE

Date	Time	Function	Space	Setup	AGR
Mon, 8/24/2026	4:00 PM-9:00 PM	Meeting	Meeting Room 4		
	5:00 PM-6:00 PM	Dinner	Meeting Room 4		
Tue, 8/25/2026	4:00 PM-9:00 PM	Meeting	Meeting Room 4		
	5:00 PM-6:00 PM	Dinner	Meeting Room 4		
Thu, 8/27/2026	4:00 PM-9:00 PM	Meeting	Meeting Room 4		
	5:00 PM-6:00 PM	Dinner	Meeting Room 4		

VENUE RENTAL

Date	Time	Room	Price	Discount	Estimate
8/24/2026	4:00 PM - 9:00 PM	Meeting Room 4	\$500.00	\$250.00	\$250.00
8/25/2026	4:00 PM - 9:00 PM	Meeting Room 4	\$500.00	\$250.00	\$250.00
8/27/2026	4:00 PM - 9:00 PM	Meeting Room 4	\$500.00	\$250.00	\$250.00
Subtotal Estimate					\$1,500.00
Less Discounts					\$750.00
				Flat Discount	\$750.00
Rental Estimate					\$750.00

ITEM CHARGES

Catering

Item	Item/Title	Qty/Price	Subtotal
	Food and Beverage Minimum	1 Each @ \$1,600.00/Each	\$1,600.00

Subtotal Estimate	\$1,600.00
Catering Estimate:	\$1,600.00
Item Charges Estimate	\$1,600.00

EVENT SUMMARY

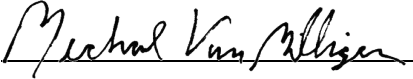
Event Charges Estimate	\$3,100.00
Less Discounts	\$750.00
Flat Discount	\$750.00
Subtotal	\$2,350.00
EVENT ESTIMATE	\$2,350.00

This License Agreement (the "**Agreement**") is between (i) Oak View Group ("**Operator**") as agent on behalf of the City of Dubuque, Iowa ("**Owner**"), and (ii) the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the below Standard Terms and Conditions.

ACCEPTED AND AGREED:

City of Dubuque	Oak View Group as agent on behalf of City of Dubuque, Iowa
By: 	By: _____
Print Name: <u>Michael C. Van Milligen</u>	General Manager
Title: <u>City Manager</u>	Date: _____
Date: <u>05/11/2026</u>	

STANDARD TERMS AND CONDITIONS

1. **Grant of License; Licensed Premises.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.
2. **Term.** The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.
3. **Duties of Operator.** Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):
 - (a) **Staffing.** Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper and safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff, and other necessary support services customarily provided by Operator for a like event, as applicable; and
 - (b) **Additional Requested Items and Services.** Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. **Food and Beverage.** The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.
 - (a) **Food & Beverage Fee.** Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.
 - (b) **Banquet Event Order.** No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 5 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum, the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.
 - (c) **All catered events are subject to a Management Charge that will be assessed at the rate in effect at the time of any event. While that rate is currently set at 22% of the goods and services provided, it is subject to increase by up to an additional 2% (to 24%) upon notice to Licensee. This Management Charge is the sole property of the food/beverage service company or the venue owner/operator, as applicable, and is used to cover costs and expenses in connection with the catered event and administration of the event (excluding employee tips, gratuities, and wages) and is not charged in lieu of a tip or gratuity. For avoidance of doubt, the Management Charge is not a tip or gratuity, nor is it purported to be**

a tip or gratuity for any employee who provides services to guests (e.g., wait staff employee, service employee, service bartender, and the like), and no part of the Management Charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests.

5. Fees; Deposits.

- (a) License Fee. Licensee shall pay Operator the following amounts (collectively, the "**Fee**"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:
 - 1. Base License Fee; *plus*
 - 2. F&B Fee; *plus*
 - 3. Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.
- (b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, or certified check on the day of the Event, unless otherwise agreed by Operator in advance.
- (c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. Event Requirements. Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 30 days prior to the Event (or, if this Agreement is executed less than 30 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "**Event Plan**"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after they have been provided to Operator, and Operator incurs additional costs or expenses as a result of such changes, Licensee shall be solely responsible for such additional costs and expenses at Operator's prevailing rates. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "**Fire Department**"), as applicable, and by the Operator.

7. Advertising and Promotion. Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that (i) it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and (ii) that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. Permits and Licenses. Prior to the Event, Licensee shall procure, at its expense (i) all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event, including, without limitation, any licenses, permits, or approvals required by the Fire Department, and (ii) all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. Indemnification; Limitation on Liability; No Warranties; Risk of Loss.

- (a) Indemnification. Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants, and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities, and expenses, including, without limitation,

reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation, or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**").

- (b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.
- (c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.
- (d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to any person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident, or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.
- (e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance.

- (a) Required Coverage / Required Terms. Licensee shall, at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.
- (b) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any of the Licensee Parties from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee. **IN THE EVENT OF SUCH TERMINATION BY OPERATOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY OPERATOR TO LICENSEE, AND OPERATOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY OPERATOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.**
- (c) Non-Compliance. In the event that Licensee fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. Use of the Licensed Premises.

- (a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface, or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.
- (b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.
- (c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.
- (d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises, and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests, and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Facility Parties on account

thereof.

- (e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a “good neighbor” policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.
- (f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator’s sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.
- (g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, creed, marital status, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, or handicap, except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended (“ADA”). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or “sets up” the Licensed Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate(s) required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. **Loss of Use of Facility; Force Majeure.**

- (a) “Event of Force Majeure” Defined. **“Event of Force Majeure”** means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.
- (b) Loss Affecting the Facility or Event of Force Majeure Affecting Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives, or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).
- (c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

15. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event no Deposit refund shall be made. Additionally, and unless otherwise indicated by Section 14 above, Licensee shall be obligated to pay the full amount of the Fee contemplated to be due hereunder had the Event actually occurred, including without limitation the F&B Fee. The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have, at law or in

equity, in the event of a breach or cancellation of this Agreement by Licensee.

16. **Miscellaneous.**

- (a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, and ordinances, as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).
- (b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement, or the conduct, acts, omissions, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.
- (c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.
- (d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.
- (e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.
- (f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.
- (g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.
- (h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.
- (i) Attorneys' Fees. In case any suit or action is instituted by Operator to enforce compliance with this Agreement, including all appeals, Operator shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.
- (j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understandings, or communications between the parties, whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

Exhibit A
Insurance Obligations

Licensee shall obtain, at its own cost and expense, the following insurance:

- (a) CGL Coverage. Licensee shall obtain commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including operations of Licensee as contemplated by this Agreement), and Licensee's contractual undertaking of liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, property damage and personal injury, with a Two Million Dollars (\$2,000,000) General Aggregate.
- (b) Workers' Compensation Coverage. Licensee shall maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.
- (c) Automobile Liability Coverage. If Licensee is operating or causing the operation of vehicles on the premises of the Facility, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per accident, combined single limit for personal injury and property damage.

Additional Terms:

- Other than in connection with workers' compensation policies, all such insurance shall name **Oak View Group** and **City of Dubuque, Iowa** as additional insureds. The naming of City of Dubuque, Iowa as an additional insured shall not constitute a waiver of the defenses available to City of Dubuque, under Chapter 670 of the Code of Iowa.
- **Certificates of Insurance**. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above.
- Insurance policies shall be issued by insurance companies authorized to do business by the State of Iowa and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and in the event of a non-payment of premium by Licensee, shall issue 10 days' prior written notice to Operator.
- Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Facility Parties hereunder.
- All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.



GoTo Technologies USA, LLC

333 Summer Street, 5th Floor
Boston, MA 02210-1702

ORDER FORM

CONTACT INFORMATION.

Customer: City of Dubuque
Address: 1300 Main St, Dubuque, IA USA, 52001-4732

Main Contact: Scott Schlichte
Email: sschlich@cityofdubuque.org
Phone:

GoTo Account Email: sschlich@cityofdubuque.org

VAT/TVA/ABN Number:

GoTo Representative:

Name: Jacob Eddy
Email: jacob.eddy@goto.com
Phone:
Fax:

QUOTE OR OID #: 00437899
UID #: 6000622776
GOTO Opp ID #: 2604038638524

Quote Date: Apr-27-2026

Quote Expiration Date: Jun-30-2026

TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Annual

Payment Method: Invoice

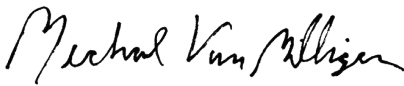
AGREEMENT.

This Order Form is governed by the terms of the Terms of Service found at <https://www.goto.com/company/legal/terms-and-conditions> unless: Customer has a written agreement mutually agreed upon by GoTo for such Services, in which case such written agreement will govern; or (ii) to the extent otherwise set forth in the Supplemental Terms below. The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the [Contracting Entities Table](#) and the [Service Descriptions](#).

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

- The effective date of this Order Form is Jul-01-2026.

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: City of Dubuque		If Billing Contact is different than above, please provide:	
Signature:		Billing Address:	
Name:	Michael C. Van Milligen	Billing/Invoicing Contact:	
Title:	City Manager Customer Authorized Signatory	Telephone:	
Date:	05/11/2026	Email:	

SERVICES & FEE SUMMARY. The table below reflects the revised Services purchased. If you subscribe to other Services not stated below, such subscriptions shall continue in accordance with the terms of the applicable Services Order and the Agreement. You agree to use the Services in accordance with the applicable Use Levels below. All fees are exclusive of VAT, GST and any other applicable taxed and/or fees.

Service	Number of Users			User Type	Tier	Contract Term (Months)	Monthly Subscription Fee per User	New Total Subscription Fee
	Increase/ Decrease/ Remains	Existing	New Total					
GoToMyPC Corporate Service	Decrease	238	85	NAC		12	4.00	USD 4,080.00
TOTAL AMOUNT								USD 4,080.00



City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd.
(address)
Dubuque, IA 52001
Phone # 563-589-4263

**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

Fischer Bros. LLC (Contractor) at
(Contractor Name)

4750 W. Park Avenue, Chippewa Falls, WI. 54729

(Contractor's Address - City and State)

PROJECT TITLE: Flora Water Slide Flume resurfacing

(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:

the resurfacing of the water slide flumes at Flora Pool

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

Flora Pool - 2525 Green St.

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

6/15/26

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.
12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ____, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

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

14. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

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

CONTRACT AMOUNT: \$ 10,000

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Alstine 05/11/2026
Date

Fischer Bros. LLC

Company Name

Company Name _____

By:  05/01/2026

Signature _____ Date _____

Andrew Fischer
Printed Name

Owner	
Title	

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal
(hereinafter the "Contractor" or "Principal") and _____,
as Surety are held and firmly bound unto the City of
Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by
any breach of any of the conditions of this Bond in the penal sum of
_____ dollars
(\$ _____), lawful money of the United States, for the payment of which sum, well and truly
to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by
these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with
the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract")
wherein said Contractor undertakes and agrees to construct the following project in accordance with the
Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time
therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The
Contract _____ Documents _____ for
_____ Project detail the
following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION (Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions
are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Masonry	Rough Carpentry
Doors, Window & Glazing	Vehicular Snow Removal	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Waterproofing
Landscaping		Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient
Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow &
Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo
Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ 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 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);
- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Dubuque Earns 2025 Tree City USA Recognition
SUMMARY:	The Arbor Day Foundation named Dubuque a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. Tree City USA 2025 Award Letter



Mayor Brad Cavanagh
50 W 13th Street
Dubuque, IA 52001

Dear Mayor Brad Cavanagh,

On behalf of the Arbor Day Foundation as we celebrate the 50th Anniversary of the Tree City USA program, I'm happy to extend my warmest congratulations to Dubuque on receiving a 2025 Tree City USA recognition. This well-deserved recognition is a testament to your community's unwavering commitment to the planting, care, and celebration of trees.

In an era where cities and towns are facing increasing challenges related to air quality, public health, and climate resilience, nurturing urban forests has never been more important. By prioritizing tree stewardship, you've not only helped enhance Dubuque's livability, but you've also invested in a healthier, more sustainable future for your residents.

The Arbor Day Foundation's Tree City USA program has a long legacy of supporting a nationwide network of passionate organizers and tireless tree planters. Since 1976, we've recognized thousands of communities of all sizes that have created and maintained green spaces. While we all work in different corners of the country, we are working in unison to create positive change through trees.

To be named a Tree City USA is to be part of something bigger.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. To that end, we've included a press release for you to distribute at your convenience. A digital copy of the press release and other materials can be found in the Tree City USA Resource Center online at arborday.org/TreeCitytoolkit.

Once again, congratulations on this outstanding achievement and thank you for your dedication to Dubuque's tree canopy. We believe cities that take care of their trees, take care of their people.

Best Regards,

Dan Lambe
Chief Executive of the Arbor Day Foundation



FOR IMMEDIATE RELEASE

Dubuque Contact:

{Name}

{Phone}

{Email}

Arbor Day Foundation Contact:

Jasmine Putney

402-216-9307

jputney@arborday.org

DUBUQUE EARNS 2025 TREE CITY USA RECOGNITION FROM ARBOR DAY FOUNDATION

DUBUQUE, Iowa (3/31/2026) – The Arbor Day Foundation named Dubuque a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

The Arbor Day Foundation is a global nonprofit with a mission to inspire people to plant, nurture and celebrate trees. Its network of more than a million supporters and partners has helped the organization plant more than 500 million trees in forests and communities across more than 60 countries. The Foundation's Tree City USA program is now celebrating its 50th recognition season. The anniversary underscores the program's rich history of growing healthier, greener, and more resilient communities through urban forestry.

"For five decades, Tree City USA has rallied passionate local leaders to enhance the livability and sustainability of their communities. Tree champions like Dubuque are leading the way in a growing movement to shape a better future with trees and action," said Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation. "Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. We're proud Dubuque is among the Arbor Day Foundation's growing network of communities dedicated to creating positive impact through trees."

In cities and neighborhoods, trees are proven to help mitigate the urban heat island effect, reduce stormwater runoff, improve air quality, and boost mental and physical health. When the right trees are planted in the right places, they can also reduce traffic noise, increase property values, and lower energy costs for homeowners.

{OPTIONAL QUOTE FROM CITY OFFICIAL/LOCAL TREE CITY REPRESENTATIVE}

To earn Tree City USA recognition, a city must uphold four core standards including maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry, and participating in an Arbor Day celebration.

The Arbor Day Foundation's Tree City USA program is operated in partnership with the National Association of State Foresters and the USDA Forest Service. To learn more about the program or how to apply, visit arborday.org.

About the Arbor Day Foundation

The Arbor Day Foundation is a global nonprofit inspiring people to plant, nurture, and celebrate trees. They foster a growing community of more than 1 million leaders, innovators, planters, and supporters united by their bold belief that a more hopeful future can be shaped through the power of trees. For more than 50 years, they've answered critical need with action, planting more than half a billion trees alongside their partners. And this is only the beginning.

The Arbor Day Foundation is a 501(c)(3) nonprofit pursuing a future where all life flourishes through the power of trees. Learn more at arborday.org.

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Crescent Community Health Center Letter of Support
SUMMARY:	City Manager submitting a letter to support Crescent Community Health Center's application and committing to partnering to ensure data-driven insights lead to action, action leads to access, and access leads to measurable cancer outcomes.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 043026 Crescent Letter of Support MVM

April 30, 2026

Iowa Cancer Consortium
PO Box 859
North Liberty, IA 52317

Dear Iowa Cancer Consortium Board of Directors,

On behalf of the City of Dubuque I am pleased to offer this letter in strong partnership with Crescent

Community Health Center (CCHC) on their proposed project, which will leverage the Azara Healthcare Population Health Platform to identify screening gaps, address disparities, and improve screening completion and follow-up across five counties in Iowa and beyond. This project aligns with the FY27 Iowa Cancer Plan Implementation Grant's priorities related to early detection, health equity, and systems-level collaboration.

CCHC's approach is compelling because it connects actionable data to coordinated community action. By using population-level insights (e.g., geography, age, and screening status), partners can focus outreach and resources on people who are overdue for recommended screenings and on communities experiencing disproportionate barriers to care – helping ensure that prevention and early detection efforts extend beyond the clinical setting.

Improved data workflows supported by Azara will promote timely screening completion, appropriate diagnostic follow-up, accurate tracking of outcomes, and strengthened care coordination between the Cancer Center's patient navigation program and each patient's primary medical home, including during treatment when needed.

The City of Dubuque will fulfill the following roles in this partnership:

- Assisting in community education about the project

- Encouraging residents to get recommended screenings through social media outlets and newsletters

The City of Dubuque has a long-standing partnership with Crescent Community Health Center to provide health care access and wellness services to our residents. The City does this through contracted funding, Community Development Block Grant allocation of funds for special projects and board of directors' participation.

The partnership with CCHC – paired with the integration of Azara into ongoing clinical, public health, and community-based workflows – create a sustainable, scalable infrastructure to improve screening rates, reduce disparities, and advance Iowa Cancer Plan goals beyond the grant period. We appreciate the opportunity to support CCHC's application and are committed to partnering to ensure data-driven insights lead to action, action leads to access, and access leads to measurable cancer outcomes.

Sincerely,

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is fluid and cursive, with the first name "Michael" and last name "Van Milligen" clearly legible.

Michael C. Van Milligen
City Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Housing Commissioner Appointment of Liaison to the Long-Range Planning Advisory Commission
SUMMARY:	Housing Commission recommending City Council approval to appoint Commissioner Cathy Dickens as the Housing Commissioner Liaison to the Long Range Planning Advisory Commission with a term expiration date of August 17, 2027.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 2026.04.28_ Long Range Planning Commission Appointment_F

May 4, 2026

Dear City Council Members:

The Housing Commission voted on April 28, 2026, to appoint Commissioner Cathy Dickens as the Housing Commission Liaison to the Long-Range Planning Commission.

The Housing Commission hereby requests City Council to approve Commissioner Dickens to the Long-Range Planning Commission.

Thank you for your consideration.



Rick Merfeld
Chairperson, Housing Commission

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Certified Lists — EMS Field Supervisor and Deputy Fire Chief
SUMMARY:	Civil Service Commission submitting the certified lists for the positions of EMS Field Supervisor and Deputy Fire Chief.
SUGGESTED DISPOSITION:	Receive and File; Make Matter of Record

ATTACHMENTS:

1. Certified List - EMS Field Supervisor
2. Certified List - Deputy Fire Chief

May 13, 2026

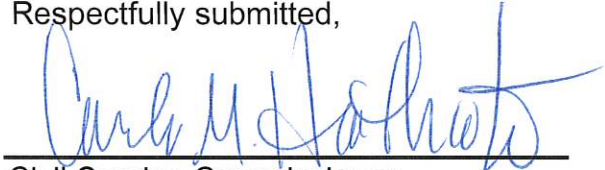
Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the position of EMS Field Supervisor were given on April 13, 2026. We, the Civil Service Commission, hereby certify that the individuals listed below have passed this written examination and the vacancy for this position should be made from this list and that this list is good for one year (12 months) from the above date.

EMS Field Supervisor

Kyle Knutson
Zachary Kersten

Respectfully submitted,


Civil Service Commissioner

May 13, 2026

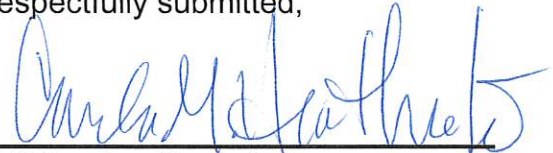
Honorable Mayor and
Members of the City Council

Candidates for the position of Deputy Fire Chief were given an essay assessment as part of the application process. Five advanced questions were included to assess candidates' understanding across a variety of areas. These areas included strategic planning, systems and performance measurement, leadership development and succession planning, accountability, communication and relationship building, operational awareness and engagement, organizational culture and values and emotional intelligence. We, the Civil Service Commission, hereby certify that the individuals listed below have passed this essay assessment and the vacancy for this position should be made from this list and that this list is good for one year (12 months) from the above date.

Deputy Fire Chief

David Grass
Martin Fitzpatrick

Respectfully submitted,



Civil Service Commissioner

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Fiscal Year 2027 Iowa Governor's Traffic Safety Bureau (GTSB) Grant

SUMMARY: City Manager recommending City Council approval to receive FY 2027 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds of \$17,000.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo FFY 2027 Iowa Governor's Traffic Safety Bureau (GTSB) Grant
2. Staff Memo GTSB FFY2027 Award Notice
3. LE Award Letter 2027



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

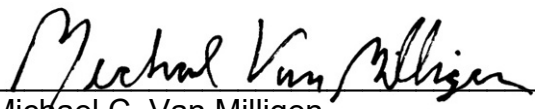
SUBJECT: FFY 2027 Iowa Governor's Traffic Safety Bureau (GTSB) Grant

DATE: May 13, 2026

Chief of Police Jeremy Jensen is recommending City Council approval to receive FFY 2027 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds of \$17,000.

The Dubuque Police Department has been selected to receive traffic safety funds for one year, with no match. The grant funding period is 10/1/26 through 9/30/27. Total amount for this grant is \$17,000 and covers overtime, training travel and equipment.

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

MEMORANDUM

May 1, 2026

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: FFY 2027 Iowa Governor's Traffic Safety Bureau (GTSB) Grant

INTRODUCTION:

The purpose of this memorandum is to request City Council consideration for the approval to receive FFY 2027 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds.

BACKGROUND:

Each state is required to have a highway safety program directed by guidelines of the National Highway Traffic Safety Administration (NHTSA). The Iowa Governor's Traffic Safety Bureau (GTSB) is a subdivision of the Iowa Department of Public Safety and fulfills this requirement. The GTSB administers the State of Iowa's allocation of federal highway safety funds. The mission of the GTSB is to identify traffic safety issues and, through partnerships with city, county, state, and local organizations, develop and implement strategies to reduce deaths and injuries on Iowa's roadways using federally funded grants to improve traffic safety in the State of Iowa.

DISCUSSION:

Each year, the Dubuque Police Department participates with the Iowa Department of Public Safety, Governor's Traffic Safety Bureau (GTSB) to obtain funds used to support traffic enforcement. The department completed an application earlier this year, outlining their intentions if funding were awarded to the Dubuque Police Department.

We have been notified that the Dubuque Police Department has been selected to receive traffic safety funds for one year, with no match. The grant funding period is 10/1/26 through 9/30/27. Total amount for this grant is \$17,000 and covers overtime, training travel and equipment.

RECOMMENDATION:

The Dubuque Police Department will receive funding in support of traffic enforcement activities and education in the amount of \$17,000. The signed award is attached. I am recommending the City Council accept the award and agreement.

ACTION REQUESTED:

City Council acceptance of \$17,000 as a recipient of a Department of Public Safety, Iowa Governor's Traffic Safety Bureau grant fund.



May 1, 2026

Chief Jeremy Jensen
Dubuque Police Department
770 Iowa Street
Dubuque, Iowa 52001

RE: Dubuque PD 2027

Dear Chief Jensen:

Congratulations! The Governor's Traffic Safety Bureau is pleased to announce your application for a federal highway safety grant has been selected to receive funding for FFY 2027. A project agreement between our bureau and your agency will be effective October 1, 2026, through September 30, 2027. Pending the National Highway Traffic Safety Administration's approval of GTSB's Highway Safety Plan, your agency will receive funding as follows:

Total Contract Amount \$17,000.00

Overtime for General Enforcement	\$6,000.00	Moving Radar	\$2,000.00
Overtime for Impaired Enforcement	\$4,000.00	PBT	\$4,000.00
Training Related Travel	\$1,000.00		

Please ensure the allocated funds are not utilized until on or after October 1, 2026. Failure to adhere to this requirement may result in non-reimbursement for expenditures made prior to this date.

Additionally, to receive grant reimbursements, your organization **must** be enrolled in the State of Iowa's Electronic Funds Transfer (EFT) system. If your agency is not currently set up for direct deposit, please download and complete the [Vendor Direct Deposit Authorization Form](#) found on the [Iowa Department of Administrative Services \(DAS\)](#) website at das.iowa.gov. Submit the completed form and mail a voided check to the address listed on the document as soon as possible to ensure timely payment.

Congratulations again on your preliminary award and thank you for making traffic safety a priority! Please feel free to contact our office if you have questions.

Sincerely,

Brett Tjepkes, Bureau Chief
Governor's Traffic Safety Bureau

cc: Brandi Thompson
file

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #2

SUMMARY: City Manager recommending City Council approve the FY2026 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.
RESOLUTION Adopting the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2.

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

ATTACHMENTS:

1. MVM Memo Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #2
2. Staff Memo
3. Resolution
4. FY26 CDBG Annual Action Plan-Amendment 2

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #2

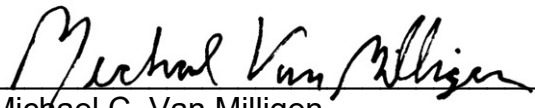
DATE: May 11, 2026

Housing & Community Development Director Madeline Haverland is recommending City Council approve the attached resolution adopting the FY2026 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

The Community Development Advisory Commission reviewed and unanimously approved this amendment at their April 22, 2026, meeting and recommends City Council adoption of the amended changes.

Amendment #2 reflects the responsible allocation of increased program income and ensures that CDBG resources continue to support housing quality, neighborhood stability, and access to essential services. These adjustments also ensure that the program has sufficient administrative capacity to meet federal compliance and oversight 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
Madelin Haverland, Housing & Community Development Director
Mary Bridget Corken-Deutsch, Community Development Grants Monitor

TO: Michael C. Van Milligen, City Manager

FROM: Madeline C. Haverland, Housing & Community Development Director

SUBJECT: Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #2

DATE: May 11, 2026

Introduction

The memorandum transmits information on the Community Development Block Grant (CDBG) Annual Action Plan Amendment #2.

Discussion

Since adoption of the FY26 Annual Action Plan, the City has received an additional \$175,000 in CDBG Program Income. Under CDBG regulations, this increase results in a corresponding \$11,298 increase to the administrative cap, bringing the total to \$237,416. These administrative funds support overall program administration and compliance activities. A portion will be used for chargeback time associated with the Interim Community Development Director, reflecting the management oversight required during the interim leadership period.

Administrative funds also support a grant monitor responsible for compliance and monitoring activities. While this position has primarily charged time to another grant program in FY26, a small portion of time is appropriately allocated to CDBG administration.

Under Housing Development, Rental Rehabilitation is being added as an eligible activity within Housing Activities. The Housing Activities allocation will remain at \$250,000. Adding the Rental Rehabilitation program will support improvements to rental housing units, helping preserve safe and affordable housing while addressing housing quality issues in the community.

Under Neighborhood Development, funding adjustments are proposed for both Zoning Enforcement and Housing Enforcement. Funding for Zoning Enforcement will increase by \$8,710, bringing the total to \$17,420, to support enforcement activities for the remainder of the program year. The initial allocation of \$8,710 was fully expended during Quarters 1 and 2, when a significant share of enforcement activity occurred in CDBG-eligible areas. Approximately 58% of cases in Quarter 1 and 48% in Quarter 2

were located in these areas. Based on this level of activity, the increase will ensure Zoning Enforcement remains funded through the end of the fiscal year.

Funding for Housing Enforcement will also increase to \$10,000. These funds will support housing inspection staff time associated with Elevated Blood Lead (EBL) cases that do not proceed through the City's Lead Hazard Reduction Grant Program. In these cases, staff time is still required to investigate and enforce housing code compliance to address potential lead hazards.

Under Public Facilities, the Annual Action Plan includes funding for Crescent Community Health Center's Mobile Dental Unit and Imaging Room and Equipment project. This \$413,119 investment will expand access to healthcare services for low- and moderate-income residents and improve the ability to deliver medical services throughout the community.

Amendment #2 reflects the responsible allocation of increased program income and ensures that CDBG resources continue to support housing quality, neighborhood stability, and access to essential services. These adjustments also ensure the program has sufficient administrative capacity to meet federal compliance and oversight requirements.

Per the Citizen Participation Plan, this reallocation of funds is considered a Substantial Amendment and must be adopted by City Council resolution following review and recommendation by the Community Development Advisory Commission.

The Community Development Advisory Commission reviewed and unanimously approved this amendment at its April 22, 2026, meeting and recommends City Council adoption of the proposed changes.

Recommendation

I respectfully request the City Council approve the attached resolution adopting the FY2026 Annual Action Plan Amendment #2, as recommended by the Community Development Advisory Commission.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Grants Monitor

RESOLUTION NO. ____-2026

A RESOLUTION ADOPTING THE FISCAL YEAR 2026 (PROGRAM YEAR 2025) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #2.

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public meeting and public hearing on April 22, 2026 to receive community input on the Second Amendment to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Amendment #2 to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan on April 22, 2026.

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

Section 1. That the Community Development Block Grant Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #2, attached hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #2 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 18th day of May 2026.

Attest

Brad M. Cavanagh, Mayor

Adrienne Breitsfelder, City Clerk



Amendment #2
FY 26 ANNUAL PLAN
Actual Allocation

FOR USE OF PROGRAM YEAR 2025

COMMUNITY DEVELOPMENT BLOCK GRANT

(CDBG) FUNDS

For Inclusion in the Fiscal Year 2026 City Budget.

PREPARED BY THE CITY OF DUBUQUE HOUSING & COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF DUBUQUE, IOWA

FY 2026 ANNUAL ACTION PLAN

FOR THE USE OF PROGRAM YEAR 2025

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

The City of Dubuque distinguishes between four different but complementary areas of program development in its overall CDBG program: Administration, Housing Development, Neighborhood Development, and Public Facilities. The following description of activities summarizes the projects to be completed in the FY 2026 Annual Action Plan with the use of CDBG funds.

RESOURCES

CDBG Entitlement FY 2026	\$1,037,080
CDBG Entitlement Unexpended Funds	\$764,116

Program Income	\$175,000
Program income projections are based on forecast for loan repayments based on the loan portfolio and program income generated from CDBG funded programs.	

<u>TOTAL RESOURCES</u>	<u>\$1,976,196</u>
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ADMINISTRATION

CDBG regulations limit expenditure on planning and administrative funds to 20% of the current year program income plus the current entitlement. The proposed resources for administration support the plan's current requirements.

CDBG Planning, Monitoring, & Budgeting	\$21,416
Staff support for general management. Oversight and coordination of the Community Development Block Grant program; assures compliance with federal regulations and reporting requirements.	

Housing & Community Development Administration	\$216,000
On-going staff support for general management, oversight, and coordination of the Community Development Block Grant housing programs.	

Priority:	High	
Objective/Outcome:	Provide Decent Affordable Housing/Affordability	

HOUSING DEVELOPMENT

Housing Activities	\$250,000
This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential Activities include homeowner rehab, roof replacement, and accessibility improvements.	

National Objective:	Low- and Moderate-Income Housing	
Location:	City wide	
Proposed Accomplishments:	20 Housing Units	
Priority:	High	
Objective/Outcome:	Decent Housing/Affordability	

Lead & Healthy Homes Grant Match (2021)	\$79,222
Provides activities in support of efforts to reduce lead paint hazards in housing, including assessment and lead paint reduction or abatement, with forgivable loans to low- and moderate- income residents. This assistance is for the Lead and Healthy Homes grant awarded in 2021.	

National Objective:	Low- and Moderate-Income Housing	
----------------------------	----------------------------------	--

Location:	Citywide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability (DH3)

Lead & Healthy Homes Grant Match (2024)**\$100,000**

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include lead assessment and lead paint reduction of abatement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Lead and Healthy Homes Grant awarded in FY25.

National Objective:	Low- and Moderate-Income Housing
Location:	City wide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Healthy Homes Grant Match (2024)**\$100,000**

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include roof replacement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Healthy Homes Grant awarded in FY25.

National Objective:	Low- and Moderate-Income Housing
Location:	City wide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Housing Rehabilitation Services and Staff**\$150,000**

This project includes staff support for program management activities, technical assistance, and loan packaging for the city's Community Development programs.

Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Purchase/Rehab/Resale**\$350,510**

Provides funding to address the redevelopment of sub-standard and vacant/abandoned city-owned properties. Properties acquired, rehabbed, and sold to low- and moderate-income homebuyers or to property owners maintaining affordable rents.

National Objective:	Low and Moderate-Income Housing
Location:	Citywide
Proposed Accomplishments:	3 Housing Units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability (DH2)

NEIGHBORHOOD DEVELOPMENT**\$133,940**

Public Services activities are restricted to 15% of the previous year program income and the current year entitlement. Public Service activities in this plan represent 15% of the proposed expenditures.

Neighborhood Recreation Programs- Public Services**\$97,120**

This project includes enhanced recreation programming offered in low- and moderate-income areas and to low and moderate income residents. Potential activities include expanded after-school programs, community partnerships, and scholarships.

National Objective:	Low- and Moderate-Income Benefit
Location:	City wide
Proposed Accomplishments:	300 Persons
Priority:	High
Objective/Outcome:	Suitable Living/Accessibility

Zoning Enforcement**\$17,420**

This project provides funding for inspection/enforcement staff services to low/mod income areas for zoning ordinance infractions and to provide support for neighborhood clean-up efforts. Potential activities include staff enforcement for zoning ordinance infractions, and/or housing inspection staff.

National Objective:	Low- and Moderate-Income Benefit
Location:	City wide, Low and Mod Area
Proposed Accomplishments:	100 Housing Units
Objective/Outcome:	Suitable Living/Sustainability

Housing Enforcement**\$10,000**

This project provides funding for housing inspection staff time associated with Elevated Blood Lead (EBL) cases that do not proceed through the City's Lead Hazard Reduction Grant Program and are low- and moderate-income areas for housing.

National Objective:	Low and Moderate-Income Benefit
Location:	City wide, Low and Mod Area
Proposed Accomplishments:	5 Housing Units
Objective/Outcome:	Suitable Living/Sustainability

ZTM Sober Living**\$9,400**

This project provides funding for operation and maintenance of the public service facility serving low and moderate income.

National Objective:	Low and Moderate-Income Benefit
Location:	Citywide
Proposed Accomplishments:	36 People
Priority:	High
Objective/Outcome:	Suitable Living/Accessibility

PUBLIC FACILITIES**\$433,707.12****Low-Mod Area Park Updates****\$20,588.12**

New playground equipment at low- and moderate- income area parks based on community input.

National Objective:	Low- and Moderate-Income Benefit
Location:	Low- and Moderate Residential Areas
Proposed Accomplishments:	Park Design
Priority:	High
Objective/Outcome:	Suitable Living/Accessibility

Crescent Community Health Center**\$413,119**

This project provides funding for Mobile Dental Unit and Imaging Room and Equipment.

National Objective:	Low- and Moderate-Income Benefit
Location:	City wide, Low and Mod Area
Proposed Accomplishments:	Public Health Services
Priority:	High
Objective/Outcome:	Suitable Living/Sustainability

CDBG Revolving Application Fund**\$141,401**

This fund is available for local nonprofits and organizations to apply for assistance to expand or increase their services or reach to benefit low-and moderate-income people, households, or businesses.

National Objective:	Low and Moderate-Income Benefit
Location:	Citywide

Grand Total: CDBG Funding Proposed for FY 2026**\$1,976,196**

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Dubuque Law Enforcement Center Space and Feasibility Study Recommendation
SUMMARY:	City Manager recommending City Council approval to proceed with Legat Architects (in partnership with McClaren, Wilson, and Lawrie) with a cost of \$92,500 to conduct the Dubuque Law Enforcement Center Space and Feasibility Study.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo DLEC Space and Feasibility Study Recommendation
2. Staff Memo Building Space and Feasibility Study Recommendation 05112026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

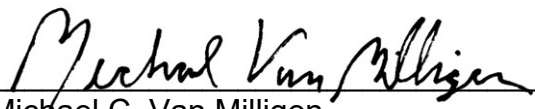
SUBJECT: Dubuque Law Enforcement Center Space and Feasibility Study
Recommendation

DATE: May 13, 2026

Assistant Chief of Police Joe Messerich is recommending City Council approval to proceed with Legat Architects (in partnership with McClaren, Wilson, and Lawrie) with a cost of \$92,500 to conduct the Dubuque Law Enforcement Center Space and Feasibility Study.

The budget has \$100,000 approved for this study.

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
Joe Messerich, Assistant Chief of Police
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager



TO: Mike Van Milligen, City Manager

FROM: Joe Messerich, Assistant Chief of Police

SUBJECT: DLEC Space and Feasibility Study Recommendation

DATE: May 11, 2026

INTRODUCTION

I respectfully request approval to proceed with the selected consultant team to conduct the DLEC Space and Feasibility Study.

BACKGROUND AND DISCUSSION

The Dubuque Police Department currently occupies a building owned by Dubuque County and shared with the Dubuque County Sheriff's Department. The original building was built in 1971, with an addition being added in 2004/2005. The police department has outgrown the current square footage of the building, and areas in the building are in need of renovation.

The Police Department and the Sheriff's Department hope to continue to share building space, which helps to maintain a strong partnership.

The Dubuque Fire Department has also outgrown its administrative space at Fire Headquarters, and due to being in close proximity to the DLEC, there may be an opportunity to share administrative offices.

Chief Jensen submitted a memo to the City Manager requesting funding for a DLEC space and feasibility study. A \$100,000 budget was approved for this study.

A Request for Proposal (RFP) was issued for a Police Headquarters Space Needs Analysis and Concept Design Study on January 27th, 2026. An addendum was released on February 18th, extending the RFP due date to March 20th. Responses to questions were provided on March 13th.

The scope of work covered by this RFP was divided into several task areas as listed below.

- Data Collection and Project Initiation
- Existing Facility Assessment
- Space Needs Analysis and Program Development Phase
- Concept Design Phase
- Final Report to City Council

A selection team was formed and consisted of the following City staff members:

- Jim Bousley (Chair) – Engineering Project Manager
- Steve Radloff – Police Captain
- Brendan Welsh – Police Captain
- Joe Messerich – Assistant Police Chief
- Amy Scheller – Fire Chief
- Derek Paulson – Assistant Fire Marshall
- Jessica George – Emergency Communications Director
- Dawn March – Purchasing and Safety Coordinator
- Nikki Rosemeyer – GIS Coordinator
- Braden Daniels – Data Analyst
- Jay Gonzalez Jr. – Technical Operations Superintendent (Sheriff's Department)

Ten (10) proposals were received from the following firms (in order of cost):

- HDR - \$99,580
- RDG - \$99,000
- OPN Architects - \$97,500
- Origin Design - \$97,000
- Legat Architects (in partnership with McClaren, Wilson, and Lawrie) - \$92,500
- SVPA Architects - \$91,500
- BVK Group - \$83,480
- Bray Architects - \$74,500
- Wendel (in partnership with Stewart-Cooper-Newell Architects) - \$69,500
- Straka Johnson Architects – Did not submit costs

Each member of the selection team reviewed and scored the proposals based on established criteria. Following initial scoring, the committee identified the following top four (4) candidates: BVK Group, HDR, Legat, and Wendel.

Formal presentations and interviews were conducted with the top four candidates on April 27th, 2026. The selection team identified Wendel and Legat as the top two firms following the presentations and interviews.

While Wendel scored slightly higher (Wendel scored 36 and Legat 33), all Police and Sheriff Department personnel on the committee identified Legat as the top choice. This was due in part to Legat and McClaren, Wilson, and Lawrie's (MWL) significant experience in designing law enforcement facilities. Legat/MWL's proposal indicated they have specialized in law enforcement and forensic science facilities since 1995, with nearly 450 projects completed. Their team resumes also demonstrated experience with regional police-specific facility assessments, space needs studies, including shared police/public safety facilities, and operational planning projects similar to what will meet the needs identified for the DLEC.

During presentations and interviews, Legat/MWL Architect Erik Hanna stood out with an apparently high level of understanding of law enforcement operations and facility functionality. Based on limited schematics and background information provided during the process, Hanna was already correctly identifying likely operational inefficiencies and workflow concerns within the current DLEC spaces and usage. Additionally, Hanna emphasized the amount of time their team expected to spend onsite conducting employee interviews, inspecting the facility and building systems alongside DLEC and City staff, evaluating workflows, and identifying operational strengths, weaknesses, and opportunities. The level of law-enforcement-specific focus and anticipated onsite involvement discussed by the Legat/MWL team stood out during the selection process.

Wendel also had significant public safety experience, but the Wendel proposal and presentation frequently emphasized fire/EMS and general emergency services experience, with much of their listed project experience and resumes focused on fire stations, EMS facilities, and shared fire/public safety buildings. We believe there are unique differences in the demands and operational needs found between law enforcement and fire/EMS specific facilities, and we feel that Legat/MWL is in a better position to identify our facility needs and deficiencies.

Legat also has offices closer to our area (Iowa City, IA, and Moline, IL), with the Project Manager and primary studio being located in Moline. We believed this proximity would likely allow for more face-to-face meetings, site visits, operational assessments, and overall familiarity with the facility and surrounding area throughout the study process.

The selection team decided to contact references from both firms to help determine a top choice. Feedback was then collected by Capt. Welsh and Capt. Radloff. The feedback was positive for both firms.

The selection team met for the final time on May 11th, 2026. It was decided that the Police Department's choice would be supported, and the team would recommend Legat for this study.

RECOMMENDATION

It is recommended that the City approve moving forward with Legat to complete the DLEC Space and Feasibility Study for \$92,500

This firm provides the law enforcement-specific experience, technical expertise, and capability necessary to deliver a comprehensive study for the City of Dubuque.

Cc
Chief Jensen
CFO Jenny Larson
RFP Selection Team

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE: 22-IA RAISE Infrastructure Planning Grant Agreement Amendment No. 1

SUMMARY: City Manager recommending City Council approve and authorize the Mayor to execute Amendment No. 1 to the Grant Agreement between the City, the Iowa DOT, and the FHWA for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the B2E2 project.
RESOLUTION Approving Grant Agreement Amendment No. 1 with the U.S. Department of Transportation for the Awarded Raise Infrastructure Planning Grant

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo R22-IA RAISE Infrastructure Planning Grant Agreement Amendment No 1
2. B2E2 (705) RAISE Planning Grant Design - Approve Amendment 1 - Council Staff MEMO
3. B2E2 (705) RAISE Planning Grant Design - Approve Amendment 1 - Council RESOLUTION
4. R22_IA_Rebuilding Bridges to Employment_Amend 1_For Execution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

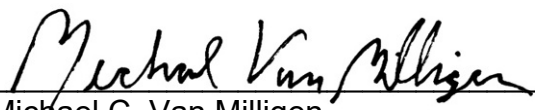
SUBJECT: R22-IA RAISE Infrastructure Planning Grant
Engineering Design and NEPA / Environmental Project Development
Recommend Approval of Grant Agreement Amendment No. 1
Iowa DOT Project No. EDP-2100 (705) --7Y-31

DATE: May 12, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve and authorize the Mayor to execute Amendment No. 1 to the Grant Agreement between the City, the Iowa DOT, and the FHWA for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the B2E2 project.

There are no anticipated budgetary impacts because of the RAISE Infrastructure Planning Grant Amendment No. 1.

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
Gus Psihoyos, City Engineer
Nathan Kelleher, Grant, Budget/Financial Analyst
Jacob Page, Dillon Feldmann, Iowa DOT
Andrew Zimmerman, FHWA
Chandra Ravada, ECIA

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
SUBJECT: R22-IA RAISE Infrastructure Planning Grant
Engineering Design and NEPA / Environmental Project Development
Recommend Approval of Grant Agreement Amendment No. 1
Iowa DOT Project No. EDP-2100 (705) --7Y-31
DATE: May 12, 2026

INTRODUCTION

The enclosed resolution authorizes the Mayor to execute an Amendment No. 1 to the Grant Agreement between the City, the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA) for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the project entitled “Building Bridges to Elevate Employment” (B2E2).

BACKGROUND

The City was awarded a U.S. Department of Transportation (USDOT) RAISE Infrastructure Planning Grant which will provide for the planning and design of a multimodal transportation corridor project for proposed improvements to the Elm Street corridor, the 16th Street corridor, the Kerper Blvd. corridor, Chaplain Schmitt Island corridor, and the proposed 14th Street Railroad (vehicular and pedestrian) Overpass bridge project.

In June 2024, the City was awarded a USDOT \$25 million RAISE Capital Grant to implement construction phases to complete the proposed 14th Street Railroad Overpass bridge and the multimodal transportation corridor improvements.

DISCUSSION

Through collaborative discussions with the Iowa DOT and FHWA staff, it was determined that an amendment to the RAISE Planning Grant Agreement was necessary to revise the Planning Grant project development schedule to align with the RAISE Capital Grant.

In April 2025, per Resolution No. 110 - 25, the City Council approved the original RAISE Planning Grant Agreement Amendment No. 1, which was executed and submitted to the USDOT. Following the submittal, the Office of Secretary of Transportation (OST) notified FHWA Divisions that all grant agreement development and amendments were on hold until grant funding programs could be reviewed for compliance with new administrative policies.

Following guidance from OST, the City worked with FHWA Iowa Division staff to revise the Amendment Agreement. In August 2025, the updated Amendment No. 1 document was resubmitted to FHWA Headquarters.

In April 2026, the City and Iowa DOT were notified that OST has approved the revised RAISE Grant Agreement Amendment No. 1 for execution.

The original Planning Grant project completion date of July 31, 2025, was based upon an assumed National Environmental Policy Act (NEPA) Classification of a Categorical Exclusion. After review, it has been determined that an Environmental Assessment is the most likely outcome due to the potential impacts to the historical district within the project limits. Due to this, the Planning Grant project completion deadline is being extended to December 31, 2028, to complete NEPA requirements.

Milestone	Original Grant Agreement	Amendment No. 1
Planned Project Completion Date:	July 31, 2025	December 31, 2028

RECOMMENDATION

I recommend that the City Council approve and authorize the Mayor to execute Amendment No. 1 to the Grant Agreement between the City, the Iowa DOT, and the FHWA for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the B2E2 project.

BUDGET IMPACT

There are no anticipated budgetary impacts because of the RAISE Infrastructure Planning Grant Amendment No. 1.

ACTION TO BE TAKEN

I respectfully request the City Council approve and authorize the Mayor to execute Amendment No. 1 to the Grant Agreement between the City, the Iowa DOT, and the FHWA for the RAISE Infrastructure Planning Grant to complete the Engineering Design and NEPA / Environmental Study Phase to advance development for the B2E2 project.

cc: Gus Psihoyos, City Engineer
Nathan Kelleher, Grant, Budget/Financial Analyst
Jacob Page, Dillon Feldmann, Iowa DOT
Andrew Zimmerman, FHWA
Chandra Ravada, ECIA

F:\PROJECTS\RAISE Planning Grant 2022\Grant Agreement - FHWA\Amendment No. 1

RESOLUTION NO. _____ - 26

RESOLUTION APPROVING GRANT AGREEMENT AMENDMENT NO. 1 WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE AWARDED RAISE INFRASTRUCTURE PLANNING GRANT

WHEREAS, the City was awarded \$2.28 million in U.S. Department of Transportation RAISE Planning Grant funds to assist with the planning and design of multimodal transportation corridors for the project entitled “Building Bridges to Employment and Equity (B2E2)”; and

WHEREAS, the RAISE Infrastructure Planning Grant was awarded and fully executed on November 11, 2023, between the City, the Iowa Department of Transportation, and the Federal Highway Administration; and

WHEREAS, in June 2024, the City was awarded a RAISE Capital Grant to implement construction phases to complete the proposed 14th Street Railroad Overpass bridge and the multimodal transportation corridor improvements; and

WHEREAS, it was determined that an amendment to the RAISE Planning Grant Agreement was necessary to revise the Planning Grant project development schedule to align with the RAISE Capital Grant; and

WHEREAS, through Amendment No. 1, the Planning Grant project completion deadline is being extended to December 31, 2028, to complete NEPA requirements.

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

SECTION 1. That said RAISE Planning Grant Agreement Amendment No. 1 with the U.S. Department of Transportation is hereby approved.

SECTION 2. That the Mayor be authorized and directed to execute the RAISE Planning Grant Agreement Amendment No. 1 with the U.S. Department of Transportation.

Passed, approved and adopted this 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk

U.S. DEPARTMENT OF TRANSPORTATION

FIRST AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”) and the Iowa Department of Transportation (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Building Bridges to Elevate Employment project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The USDOT and Recipient executed a grant agreement on November 7, 2023 (“the Original Grant Agreement”). The parties want to replace the Original Grant Agreement with this First Amended and Restated Grant Agreement.

The parties therefore agree to amend and restate the grant agreement to read in its entirety as follows:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects,” dated November 4, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Building Bridges to Elevate Employment
“OR” Amended Title: Building Bridges to Elevate Employment

Application Date: April 14, 2022

2. Recipient’s Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Jacob Page, P.E.
Competitive Grant & Earmark Engineer
Iowa Department of Transportation
800 Lincoln Way, Ames, IA 50010
515-233-7808
Jacob.Page@iowadot.us

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Andrew Zimmerman P.E.
Transportation Engineer
FHWA Iowa Division
105 6th Street, Ames, IA 50010
515-233-7334
andrew.zimmerman@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Dubuque, Iowa

Designated Subrecipient Project Contacts:

Robert Schiesl, P.E.
Assistant City Engineer
City of Dubuque, Iowa
City Hall, 50 W 13th Street, Dubuque, IA 52001
563-589-4270
bschiesl@cityofdubuque.org

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will design and engineer a vehicular/pedestrian overpass at the 14th Street railroad grade crossing, with complete street enhancements for an approximate 3,044-foot section of the 16th Street corridor and an approximate 2,880-foot section of the Elm Street corridor, and a new pedestrian/bike shared-use path to the Kerper Boulevard Industrial Park and Chaplain Schmitt Island.

2. Statement of Work.

- Preliminary Engineering
- Comprehensive Public Engagement and Input Process
- NEPA Studies and Document Preparation
- Final Design Engineering
- Full Construction Plans

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 12/31/2029

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	12/31/2028

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$2,280,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
RAISE Funds:	\$ 2,280,000
Other Federal Funds:	\$ 0
Non-Federal Funds:	\$ 2,100,000
Total:	\$ 4,380,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

On November 29, 2022, Iowa Department of Transportation sent a written request to the FHWA Iowa Division for advance construction (23 U.S.C. 115) authorization to begin planning/preliminary engineering. Iowa Department of Transportation requested advance construction for \$2,280,000 in RAISE Grant funds. The Division authorized advance construction on December 1, 2022.

Activities under that authorization are approved pre-award costs under 2 CFR 200.458.

SCHEDULE E
CHANGES FROM ORIGINAL GRANT AGREEMENT

Scope: No change.

Schedule: The planned project completion date of July 31, 2025 from the original grant agreement was based upon an assumed NEPA Classification of Categorical Exclusion. After review, it has been determined that an Environmental Assessment is the most likely outcome due to the potential adverse impacts to the historical district within the project limits. Due to this, the planned project completion deadline is being extended by 41 months (December 31, 2028). This roughly equates to the difference in five-year average of length of time between a Categorical Exclusion and Environmental Analysis. Additionally, through collaborative discussions with the Iowa DOT and Iowa FHWA staff, it was determined that the RAISE Planning Grant (RAIS-22-0027-IA) project development schedule should be revised to align with the RAISE Capital Grant (RAIS-24-0034-IA).

Milestone	Original Grant Agreement	Schedule C
Planned Project Completion Date:	7/31/2025	12/31/2028

Budget: No changes

Other: N/A.

CHANGES FROM APPLICATION

Scope: None

Schedule: Planned Project Completion Date moved from 6/30/2025 to 7/31/2025 to allow for additional time to complete the consultant procurement process through the Iowa DOT.

Budget: None

**OTHER: NONESCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. Supporting Narrative.

The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.

The City of Dubuque is a longstanding member of the Dubuque Area Labor-Management Council (DALMC) which was established in 1988. The City, along with local business and labor leaders joined together to invest their time and resources in establishing DALMC, which was created to promote and maintain a constructive labor-management environment through workforce development, educational training, retention and new business attraction. DALMC provides a forum to improve and expand labor-management collaboration in the private and public sector within the tri-state area.

The DALMC full plan can be reached at the following link: <https://www.dalmc.com/>

This RAISE Planning Grant is for the preliminary design, final design, and preparing construction plans for a future bid capital project. The City is developing the Building Bridges to Elevate Employment (B2E2) project to include four (4) separate construction packages which will each bid separately through the Iowa DOT. The four (4) construction bid packages will provide the greatest opportunity for a larger number of local contractors to bid on the projects.

In Iowa, workers have the right to bargain collectively through a labor union. Iowa's state code declares, "No person shall be deprived of the right to work at a chosen occupation because of membership, affiliation, withdrawal/expulsion, or refusal to join any labor union." All construction projects will be bid through the Iowa DOT and the lowest responsive, responsible bidder will be awarded the contract, and local contractors will have an opportunity to bid on the project

US DOT investment will support efforts to create local employment opportunities, provide good-paying jobs, and grow Dubuque's and the regional economy.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

IOWA DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Jacob Page, P.E.

	Name
	Competitive Grant & Earmark Engineer

	Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF DUBUQUE, IOWA

_____	By: _____
Date	Signature of Designated Subrecipient's Authorized Representative
	Brad M. Cavanagh
	_____ Name
	Mayor
	_____ Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Timothy C. Marshall, P.E

	Name
	FHWA Iowa Division Administrator

	Title

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Vacating Petition - Kellhoff Properties, LLC, Plat of Survey of Lots 521A, 522A, 523A, 524A of North Dubuque

SUMMARY: City Manager recommending approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain alley right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.
RESOLUTION Approving Plat of Proposed Vacated 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo Approval of Plat of Survey of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa Vacating Petition
2. 1 vacate alley kellhoff memo approve plat
3. 2 Resolution Approving Plat vacate alley kellhoff
4. 3 kellhoff vacate pos
5. 4 kellhoff vacate agreement executed

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Plat of Survey of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Kellhoff Properties, LLC)

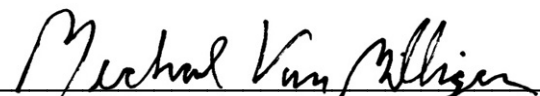
DATE: May 12, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain alley right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

The City of Dubuque has entered into an agreement with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square foot alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Approval of Plat of Survey of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Kellhoff Properties, LLC)

DATE: May 8, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain alley right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property. A copy of the fully executed agreement is attached.

Pursuant to Resolution No. 123-26, the City of Dubuque and Kellhoff entered into an agreement on this project. 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.

DISCUSSION

The attached plat shows the alley right of way area proposed to be vacated. The right of way area to be vacated is described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa. The City will reserve a public utility easement over the entire vacated right of way area to accommodate existing and future utilities.

The alley right of way area to be vacated needs 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 of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, be approved through adoption of the enclosed resolution.

Prepared by Nate Kieffer, CE III, PE/PLS

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

RESOLUTION NO. -26

RESOLUTION APPROVING PLAT OF PROPOSED VACATED 20' ALLEY BETWEEN TOLEDO STREET AND WALKER STREET AND BETWEEN LOTS 521 THRU 526 AND LOTS 527 THRU 532 OF NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOTS 521A, 522A, 523A, AND 524A OF NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated May 8, 2026 prepared by Buesing and Associates Inc., showing the proposed vacated area of the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, and assigned a lot numbers thereto, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa

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 May 8, 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. The City of Dubuque reserves a public utility easement over the entirety of said Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa.

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:

Trish L. Gleason, Assistant City Clerk

Plat of Survey (Vacation) of:
LOTS 521A, 522A, 523A & 524A OF
NORTH DUBUQUE,
in the City of Dubuque, Iowa
FOR THE VACATION OF A 20' ALLEY BETWEEN
TOLEDO ST. & WALKER ST. AND BETWEEN LOTS
521-526 & LOTS 527-532 OF NORTH DUBUQUE,
IN THE CITY OF DUBUQUE, IOWA

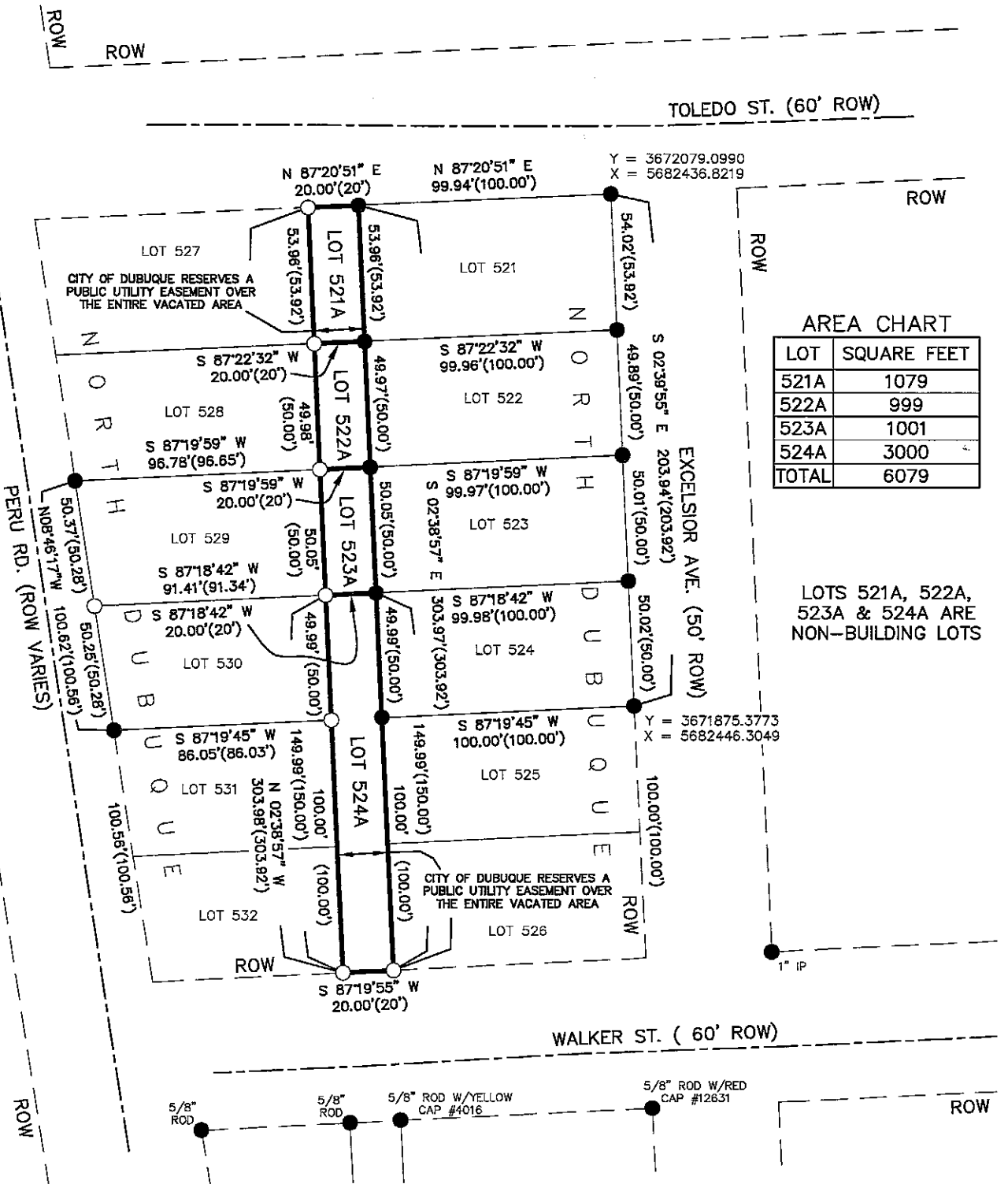
INDEX LEGEND

Location: Lots 521A, 522A, 523A & 524A of North Dubuque, in the City of Dubuque, Iowa
NW1/4 of Section 12, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Luke Hoffmann
Proprietor of Vacated 20' Alley: City Of Dubuque - 50 West 13th St., Dubuque, Iowa 52001
Surveyor: Terry L. Koelker - tkoelker@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: A 20' ALLEY BETWEEN TOLEDO ST. &
WALKER ST AND BETWEEN LOTS 521-526 & LOTS 527-532 OF
NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA



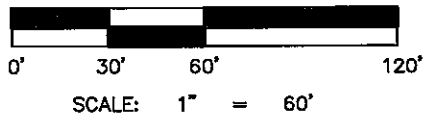
AREA CHART

LOT	SQUARE FEET
521A	1079
522A	999
523A	1001
524A	3000
TOTAL	6079

LOTS 521A, 522A,
523A & 524A ARE
NON-BUILDING LOTS

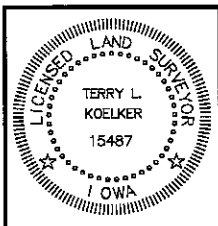
LEGEND

- FOUND 5/8" ROD W/PURPLE CAP #22021 (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY (ROW) LINE
- EXISTING CENTERLINE
- IRON PIPE
- RECORD DIMENSION



NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF PERIMETER SURVEYED IS 6,079 SQUARE FEET.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
- BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



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

TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027
SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JCH CHECKED BY: TLK
SURVEY DATE: 4/13/2026 PLOT DATE: 5/6/2026
DWG. NO. 26069-01 (VF) SCALE: 1" = 60'

SHEET 1 OF 3

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:

LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE, 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 **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa. Total area of **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE** is 6,079 square feet. Total area of **LOT 521A** is 1,079 square feet. Total area of **LOT 522A** is 999 square feet. Total area of **LOT 523A** is 1,001 square feet. Total area of **LOT 524A** is 3,000 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

 Date
 License Renewal Date: 12/31/27

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, 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. **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa to be vacated. The City of Dubuque hereby reserves a public utility easement over the entirety of said Lots 521A, 522A, 523A & 524A.

 Mayor of the City of Dubuque, IA

 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 M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad M. Cavanagh and Adrienne N. Breitfelder that the seal affixed to the above instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said Brad M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the 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

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:

LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE, 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 **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa. Total area of **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE** is 6,079 square feet. Total area of **LOT 521A** is 1,079 square feet. Total area of **LOT 522A** is 999 square feet. Total area of **LOT 523A** is 1,001 square feet. Total area of **LOT 524A** is 3,000 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

 Date
 License Renewal Date: 12/31/27

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, 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. **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa to be vacated. The City of Dubuque hereby reserves a public utility easement over the entirety of said Lots 521A, 522A, 523A & 524A.

 Mayor of the City of Dubuque, IA

 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 M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad M. Cavanagh and Adrienne N. Breitfelder that the seal affixed to the above instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said Brad M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the 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
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road

SUMMARY: City Manager recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.
RESOLUTION Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, L.L.C.

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

ATTACHMENTS:

1. MVM Memo Agreement with Kellhoff Properties, LLC for the Vacation and Sale of the Alley Right of Way adjacent to Property at 3860 Peru Road
2. 1 Staff Memo approve kellhoff agreement
3. 2 Resolution Approving kellhoff Agreement
4. 3 kellhoff agreement binder 04082026 SIGNED

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

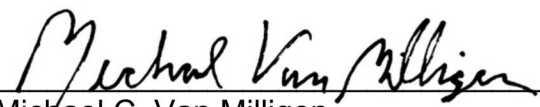
DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

The City of Dubuque has entered into an agreement with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

DATE: April 8, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

DISCUSSION

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

A copy of the agreement executed by Kellhoff is attached.

RECOMMENDATION

I recommend that the City approve the Agreement for the vacation and sale of certain alley right of way adjacent to the Kellhoff property at 3860 Peru Road per the terms of the attached Agreement.

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. 123-26

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND KELLHOFF PROPERTIES, L.L.C.

Whereas, Kellhoff Properties, L.L.C. (Kellhoff) owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property, in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed Alley Right of Way vacation as set forth herein; and

Whereas, a copy of the Agreement is attached hereto; and

Whereas, Kellhoff has executed the Agreement.

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

Passed, approved, and adopted this 20th day of April, 2026.



Brad M. Cavanagh, Mayor

Attest:



Trish L. Gleason, Assistant City Clerk

**AGREEMENT
BETWEEN
KELLHOFF PROPERTIES, L.L.C.
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 14 day of April, 2026 is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Kellhoff Properties, L.L.C. (Kellhoff), an Iowa Limited Liability Company.

Whereas, Kellhoff owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property , in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed right of way vacation as set forth herein.

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

SECTION 1. CITY RESPONSIBILITIES.

1. City will vacate and sell the Alley Right of Way, being approximately 6,000 sq. ft. in area, as shown on the attached Exhibit A, for \$8,790.00.
2. City will reserve a public utility easement over the entirety of the Alley Right of Way. This easement will preclude the placement of any buildings or structures on the vacated right-of-way in order to allow for maintenance or replacement of existing or future utilities in the area.
3. City will upon receipt of the plat of survey of the area proposed to be vacated, take the request to the City Council to be set for a public hearing and formal approval.
4. City will after the public hearing approval by the City Council and receipt of the publication and filing fees, execute a Quit Claim Deed to Kellhoff for the vacated property and record the deed.

SECTION 2. KELLHOFF RESPONSIBILITIES.

1. Kellhoff will submit a request to vacate in writing to: The Honorable Mayor and City Council at 50 West 13th Street, Dubuque, Iowa, with reasons for the proposed vacating and a sketch or plat of the area to be vacated.
2. Kellhoff will purchase the vacated right of way area for the amount of \$8,790.00 plus all applicable publication and filing fees.
3. Kellhoff will have a plat of survey prepared at Kellhoff's expense by a Licensed Land Surveyor. This will show the boundaries of the proposed vacating and assign a legal description to the property.
4. Kellhoff will provide written consent for the vacation and sale by all affected private property owners, as determined by the City Engineer.

SECTION 3. NOTICES.

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

If to Developer: Luke D. Hoffmann
 500 Westover Dr. #34567
 Sanford, NC 27330

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 Kellhoff, 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 permission of the City. Such written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

5.6 This agreement is subject to approval by the City Council of Dubuque, Iowa.

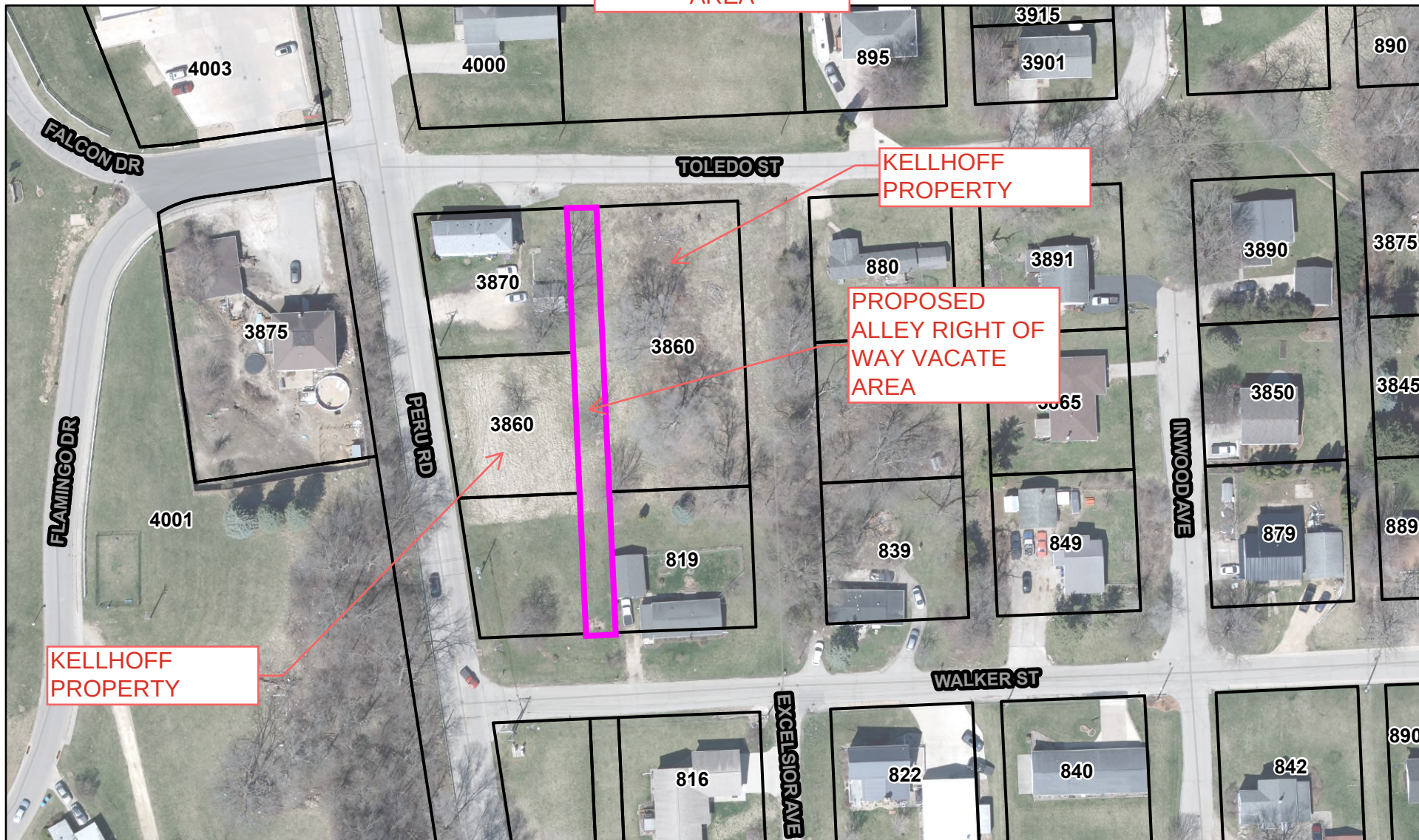
CITY OF DUBUQUE, IOWA

KELLHOFF PROPERTIES, L.L.C.

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

By: [Signature]
Luke D. Hoffmann
Authorized Representative

EXHIBIT A

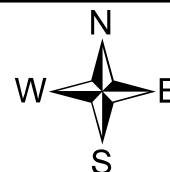


DISCLAIMER: This information was compiled using various data sources from third parties or maintained by the City of Dubuque (the City). By use of this information, the user acknowledges that, while the City utilizes the most current and accurate information available, the City does not warrant the accuracy 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 100 feet



0 50 100
Feet



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

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Gronen Development, Inc., Mixed-use Building Project at the Corner of West 5th and Main Streets Agreement
SUMMARY:	City Manager recommending City Council approval of the Plat of Survey consolidating Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be hereinafter known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, pursuant to a Development Agreement with Gronen Development, Inc. (Gronen) and be signed by the Mayor and City Clerk to consolidate two existing City owned lots. RESOLUTION Approving the Plat of Survey (Consolidation) of Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo Platting of City Property (Consolidation) 2. 1 vacate plat groningen memo approve plat 05112026 3. 2 Resolution Approving consolidation plat groningen 05112026 4. 3 groningen consolidation plat rnk 05112026

TO: The Honorable Mayor and City Council Members

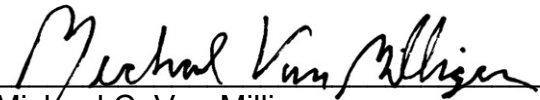
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Platting of City Property (Consolidation) at the Northwest Corner of West 5th and Main Streets to be known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa
Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets

DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council approval of the Plat of Survey consolidating Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be hereinafter known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, pursuant to a Development Agreement with Gronen Development, Inc. (Gronen) and be signed by the Mayor and City Clerk to consolidate two existing City owned lots.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Platting of City Property (Consolidation) at the Northwest Corner of West 5th and Main Streets to be known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa
Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets

DATE: May 11, 2026

INTRODUCTION

This memorandum is a request for approval of the Plat of Survey consolidating Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be hereinafter known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, pursuant to a Development Agreement with Gronen Development, Inc. (Gronen).

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.

Included in the licenses to be granted for private improvements on public right of way are two electric meter banks and two electric transformers (one meter bank and transformer on the north side of the building in the West 6th Street right of way and one meter bank and transformer on the west side of the building in the alley right of way). Per the First Amendment document, if the City requires relocation of the transformers or meter banks to accommodate a public improvement project, the City will assume the cost of the relocation.

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 has dedicated and reserved the subject right of way areas unto itself prior to this recent vacation of the “Notch” property to Gronen. At its March 16, 2026 meeting, the City Council approved the acceptance of the dedication and reservation of the right of way areas around the future Gronen property for street right of way and public utility purposes (platted as City Lots 62A and 62B). Then the “Notch” area to be vacated was platted by Origin Design and at its April 6, 2026 meeting, the City Council approved the vacation of the “Notch” area via Resolution 120-26.

As part of the amended agreement, Section 22.1 states that the original area (the parking lot) and the “Notch” area are to be consolidated into one lot before the land is conveyed to the developer. The attached plat consolidates the two city lots into one, to be known as Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, in preparation for the conveyance to Gronen.

RECOMMENDATION

I am recommending that the Plat of Survey (Consolidation) of Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, be approved and signed by the Mayor and City Clerk to consolidate two existing City owned lots for the purposes described above.

ACTION TO BE TAKEN

I respectfully request that the Plat of Survey (Consolidation) of Lot 1A of Block 17 in Dubuque Downtown Plaza, in the City of Dubuque, Iowa, be approved through adoption of the enclosed resolution.

Prepared by Nate Kieffer, CE III, PE/PLS

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

RESOLUTION NO. -26

RESOLUTION APPROVING THE PLAT OF SURVEY (CONSOLIDATION) OF BLOCK 17 IN DUBUQUE DOWNTOWN PLAZA AND LOT 61B, BOTH IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 1A OF BLOCK 17 IN DUBUQUE DOWNTOWN PLAZA, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated May 6, 2026 prepared by Origin Design, consolidating Block 17 in Dubuque Downtown Plaza and Lot 61B, both in the City of Dubuque, Iowa, to be hereinafter known as Lot 1A of Block 17 in Dubuque Downtown Plaza, 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 May 6, 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 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:

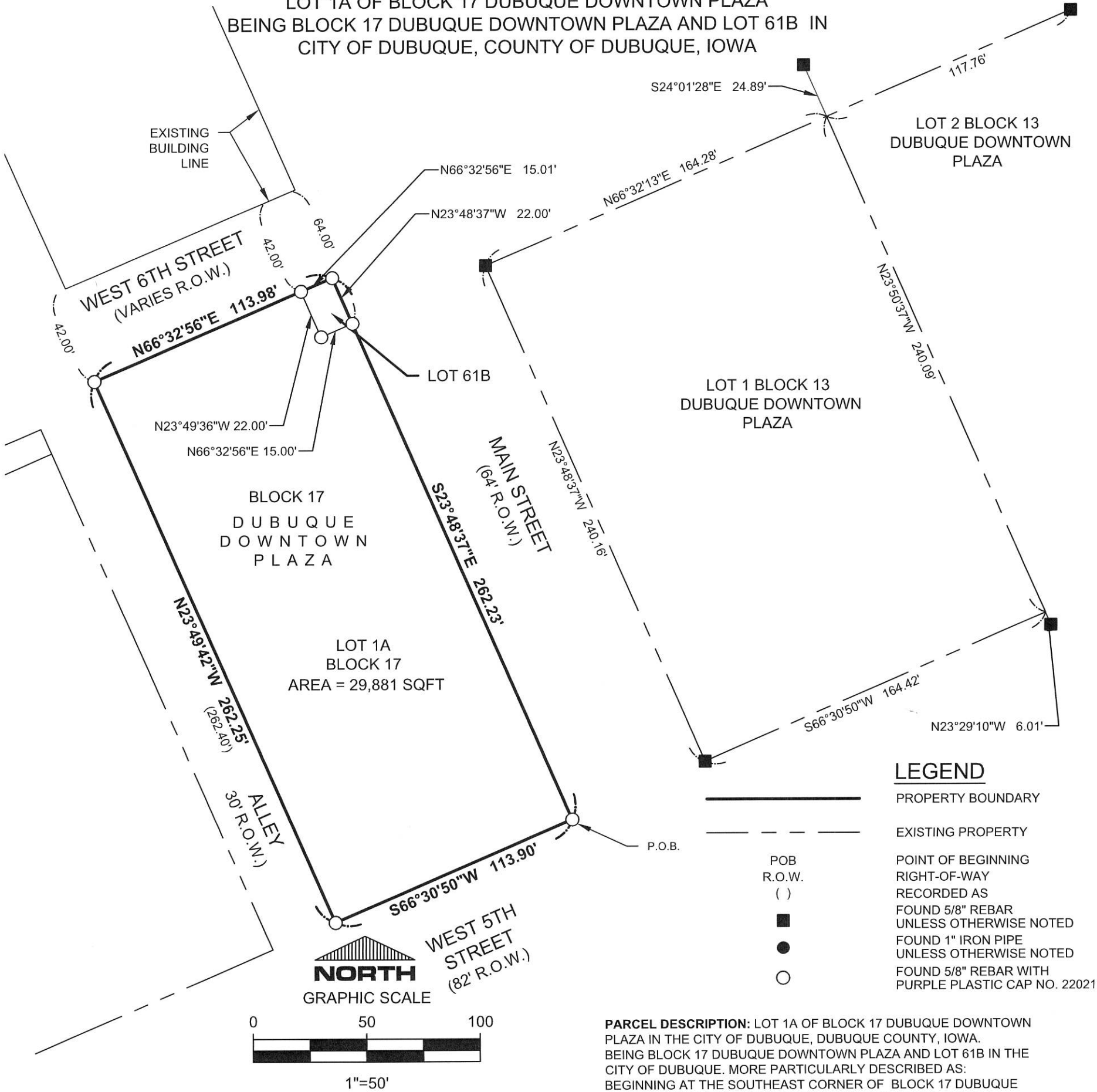
Trish L. Gleason, Assistant City Clerk

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 (CONSOLIDATION PLAT)

LOT 1A OF BLOCK 17 DUBUQUE DOWNTOWN PLAZA
BEING BLOCK 17 DUBUQUE DOWNTOWN PLAZA AND LOT 61B IN
CITY OF DUBUQUE, COUNTY OF DUBUQUE, IOWA



SURVEYOR'S NOTES:

- FIELDWORK WAS CONDUCTED ON 7-6-2025.
- SURVEY WAS COMPLETED FOR GRONEN.
- BEARINGS ARE REFERENCED TO IOWA STATE PLANE NORTH, NAD83(2011)
- THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND NOT OF RECORD.
- TOTAL AREA SURVEYED IS 29,881 SQFT

PARCEL DESCRIPTION: LOT 1A OF BLOCK 17 DUBUQUE DOWNTOWN PLAZA IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA. BEING BLOCK 17 DUBUQUE DOWNTOWN PLAZA AND LOT 61B IN THE CITY OF DUBUQUE. MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 17 DUBUQUE DOWNTOWN PLAZA; THENCE SOUTH 66° 30' 50" WEST ON THE NORTH RIGHT OF WAY LINE OF WEST 5TH STREET, 113.90 FEET TO THE EAST RIGHT OF WAY LINE OF AN ALLEY; THENCE NORTH 23° 49' 42" WEST ON SAID EAST RIGHT OF WAY LINE, 262.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST 6TH STREET; THENCE NORTH 66° 32' 56" EAST ON THE SAID NORTH RIGHT OF WAY LINE, 113.98 FEET TO THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE SOUTH 23° 48' 37" EAST ON SAID WEST RIGHT OF WAY LINE, 262.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29,881 SQUARE FEET MORE OF LESS AND IS SUBJECT TO EASEMENTS OF RECORD.

origin
design®

800 556-4491 origindesign.com

DRAWN	DLM	PLAT NO.	29-1A-25
CHECKED	DLM	PROJ. NO.	25082
DATE	7-14-2025	SHEET	1 of 1

P:\251082\DRAWINGS\SURVEY\25082 PLAT OF SURVEY

CONSOLIDATION



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 5/6/2026
DANIEL L. MARTI DATE

LICENSE NO. 22021 MY LICENSE RENEWAL DATE IS 12/31/2025

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: Block 17 Dubuque Downtown Plaza in the City of Dubuque, and Lot 61 B in the City of Dubuque, County of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **Lot 1A of Block 17 Dubuque Downtown Plaza** in the City of Dubuque, County of Dubuque, Iowa.

Containing 29,881 square feet, 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. All monuments are placed or will be placed within one year from the date this plat is recorded.

OWNER'S CONSENT

Dubuque, Iowa _____, 2026

The foregoing plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** 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.

FOR THE CITY OF DUBUQUE, IOWA

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

State of Iowa)
) ss:
County of)

On this _____ of day _____, A.D. 2026, before me, a Notary Public in and for the County of Dubuque and State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known who, being duly sworn did say that the said Brad M. Cavanagh is Mayor and the said Adrienne N. Breitfelder is City Clerk of the City of Dubuque, Iowa, and that the seal affixed to the above instrument is the corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city and the said Brad M. Cavanagh and Adrienne N. Breitfelder acknowledge the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

PLANNING SERVICES

Dubuque, Iowa _____, 2026

The foregoing plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** 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 COUNCIL

Dubuque, Iowa _____, 2026

The undersigned, Mayor and Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** in the City of Dubuque, Dubuque County, Iowa, has been filed in the office of the Clerk of the City of Dubuque, and the Resolution No. _____, the Dubuque City Council approved said plat.

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

COUNTY AUDITOR

Dubuque, Iowa _____, 2026

The foregoing plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** in the City of Dubuque, County 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.

Keith Lucy
County Auditor of Dubuque, Iowa

CITY ASSESSOR

Dubuque, Iowa _____, 2026

The foregoing plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** in the City of Dubuque, County of Dubuque, Iowa, was entered of record in the office of the Dubuque City Assessor this _____ day of _____, 2026.

Troy Patzner
Dubuque City Assessor

RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2026

The foregoing plat of **Lot 1A of Block 17 Dubuque Downtown Plaza** in the City of Dubuque, County of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

Ann Sweeney
Dubuque County Recorder

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE: Rescind Asbury, Carter & Chaney Traffic Signal Improvement Project

SUMMARY: City Manager recommending City Council adopt the resolution rescinding Resolution No. 135-26 thereby canceling the current public bidding process for the Asbury, Carter & Chaney Traffic Signal Improvement Project.
RESOLUTION Rescinding Resolution No. 135-26 Which Provided Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Asbury, Carter, and Chaney Traffic Signal Improvement Project

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

ATTACHMENTS:

1. MVM Memo Rescind Asbury, Carter & Chaney Traffic Signal Improvement Project
2. Asbury, Carter & Chaney Traffic Signal Improvement Project - Council Staff Rescind MEMO
3. Asbury, Carter & Chaney Traffic Signal Improvement Project - Rescind Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

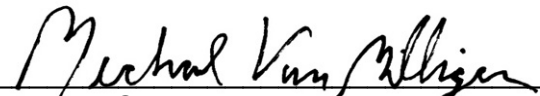
SUBJECT: Rescind Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council adopt the resolution rescinding Resolution No. 135-26 thereby canceling the current public bidding process for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

The public bidding process for this project was approved and initiated on April 18, 2026, City Council meeting. A public hearing was held on May 4, 2026, and bids were scheduled to be opened by the City Clerk and presented to the City Council for action on May 18, 2026. No bids were received.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Kerry Bradley, Engineering Administrator
Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Rescind Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

DATE: May 11, 2026

INTRODUCTION

This memorandum requests the City Council rescind Resolution No. 135-26 thereby canceling the current public bidding process for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

BACKGROUND

The public bidding process for this project was approved and initiated on April 18, 2026, City Council meeting. A public hearing was held on May 4, 2026, and bids were scheduled to be opened by the City Clerk and presented to the City Council for action on May 18, 2026. No bids were received.

DISCUSSION

Contractors shared that the lack of bids was primarily due to the project's completion date and the number of other projects scheduled for bid on the same day. Staff recommend bidding on the project with a later completion date to provide additional flexibility for contractors.

RECOMMENDATION

I recommend that the City Council approve the attached resolution to rescind Resolution No. 135-26 thereby canceling the current bidding process for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the attached resolution rescinding the current bidding process for the project.

Prepared by Kerry Bradley, Engineering Administrator
cc: Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor

RESOLUTION NO ____-26

RESCINDING RESOLUTION NO. 135-26 WHICH PROVIDED PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE ASBURY, CARTER, AND CHANEY TRAFFIC SIGNAL IMPROVEMENT PROJECT

Whereas, Resolution No. 135-26 provided preliminary approval of the plans, specifications, form of contract and estimated cost of the Asbury, Carter, and Chaney Traffic Signal Improvement Project (the Project) and set a date for public hearing for approval of the plans, specifications, form of contract and estimates cost; and

Whereas, the City Council held a public hearing on the Project on the 4th day of May 2026 and ordered the Project to be advertised for bids for construction; and

Whereas, the City advertised for bids for the construction of the improvements and that bids were to be opened and read by the City Clerk and submitted to the City Council for final action at 6:30 p.m. on the 18th day of May, 2026; and

Whereas, the City Engineer has determined that the bids received for the Project should not be accepted and the Project to rebid; and

Whereas, the City Council finds that it is in the best interests of the City to rescind Resolution No. 135-26 and order that the Project be rebid.

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

Section 1. Resolution No. 135-26 is hereby rescinded.

Section 2. The City Engineer shall take such action as may be necessary and appropriate to rebid the Project.

Passed, approved and adopted this 1st day of June, 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	Iowa Department of Natural Resources (IDNR) Land Recycling Program - Dodds and Sinclair Sites
SUMMARY:	City Manager providing information for the enrollment of the Dodds and Sinclair Sites in Iowa Department of Natural Resources Land Recycling Program.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo Enrollment of Dodds and Sinclair Sites in IDNR Land Recycling Program
2. Staff Memo
3. LRP Enrollment Application Dodds
4. LRP Participation Agreement Dodds
5. Dodds Attachments
6. LRP Enrollment Application Sinclair
7. LRP Participation Agreement Sinclair
8. Sinclair Attachments
9. Dodds & Sinclair Map

TO: The Honorable Mayor and City Council Members

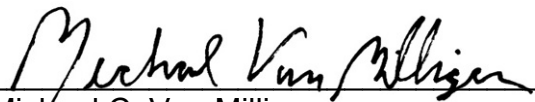
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Enrollment of Dodds and Sinclair Sites in IDNR Land Recycling Program

DATE: May 13, 2026

Economic Development Director Jill Connors is providing information for the enrollment of the Dodds and Sinclair Sites in Iowa Department of Natural Resources Land Recycling Program.

This is to support ongoing environmental assessment and cleanup activities funded through the City's FY2019 EPA Brownfields Multipurpose Grant. Enrollment is required under the City's EPA grant workplan and aligns with planned redevelopment of the South Port.


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: Enrollment of Dodds and Sinclair Sites in IDNR Land Recycling Program

DATE: May 8, 2026

INTRODUCTION

The City is enrolling the Dodds and Sinclair South Port sites in the Iowa Department of Natural Resources' Land Recycling Program (LRP) to support ongoing environmental assessment and cleanup activities funded through the City's FY2019 EPA Brownfields Multipurpose Grant. Enrollment is required under the City's EPA grant workplan and aligns with planned redevelopment of the South Port.

BACKGROUND

Both properties have undergone Phase II Environmental Site Assessments identifying soil and groundwater impacts, including PAHs, arsenic, chromium, and other contaminants above statewide standards. Cleanup plans for each site have been developed and are being submitted concurrently with the LRP enrollment materials.

DISCUSSION

The LRP is a voluntary cleanup and redevelopment program under Iowa Code 455H that allows participants to work cooperatively with the Iowa DNR to complete site investigation, risk evaluation, and remediation using risk-based standards tailored to planned site use. Participation also requires submitting an enrollment application, executing a participation agreement, and reimbursing DNR oversight costs.

A key benefit of participation is the ability to obtain a No Further Action (NFA) certificate from the DNR once cleanup obligations are met. The NFA provides regulatory certainty for redevelopment and offers limited liability protection regarding the addressed contamination.

Attached you will find the signed program application and participation agreement for each site, along with their attachments.

Enrollment in the LRP will ensure regulatory coordination, satisfy EPA grant requirements, support timely cleanup, and facilitate future redevelopment of the South Port.

RECOMMENDATION

This memo is provided for informational purposes.

Cc: Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer



Iowa Department of Natural Resources
Land Recycling Program Enrollment Application

CASHIERS USE ONLY
0221-542-221A-0570
Organization
Contact Name

Please read the department rule in **Chapter 567 Iowa Administrative Code 137** and read the instructions in **Iowa Land Recycling Program Guidance Document #1** before completing this form.

PART A: Participant Information

Organization: City of Dubuque Title: Economic Development Director
Contact Name: Jill Connors Telephone Number: 563.589.4213
Address: 1300 Main Street City, State, Zip: Dubuque, Iowa, 52001
E-mail Address: jilconno@cityofdubuque.org Fax Number: _____

- **Attachment A1 - Nature of Participation:** Pertaining to the participant identified above, describe the reason(s) for participation in this program, legal relationship to the property being enrolled, and the expected role and scope of participation. Include this information as **Attachment A1**.
- **Attachment A2 - Additional Participants:** If there is more than one participant, please attach the above information for each participant and label it as **Attachment A2**.
- **Attachment A3 - Interested Parties:** If there are other interested parties, please identify them and describe their relationship to this project. Include this information and label it as **Attachment A3**.

PART B: Property/Affected Area and Access Information

Property Name: Former Dodd's Terminal Site
Address/Location: 20 Terminal Street City and Zip: Dubuque, Iowa, 52001
County: Dubuque Parcel Number(s): 1130304001 and 1130304003
Property Owner (fee title holder): City of Dubuque
Property Owner Mailing Address: 50 W 13th Street, Dubuque, Iowa, 52001

I, the fee title holder of the property identified in Part B, grant access/control to that property for the purpose of participating in the Iowa Land Recycling Program.

Signature:  Date: 05/08/2026

- **Attachment B1 - Property Access:** If access has not been obtained for the property/affected area identified in **Part B**, please attach an explanation of the efforts taken to obtain access and, if appropriate, the reasons given for refusal. Please label it as **Attachment B1 - Property Access**.
- **Attachment B2 - Additional Property to be Enrolled:** If the affected area is known to extend to properties other than the one identified in **Part B**, then please attach all the information requested under **Part B** for those additional properties as **Attachment B2 - Additional Property to be Enrolled**.

PART C: Hazardous Substance Information

- **Attachment C1 - Condition to be Addressed:** Please attach information documenting the environmental condition which is the subject of this enrollment. Please label it as **Attachment C1 - Condition to be Addressed**. For information regarding the contents of this attachment, please consult **Iowa Land Recycling Program Guidance Document #1**.
- **Attachment C2 - Other Known Contamination:** For contamination other than that covered in Attachment C1, which is known and reportable, please attach relevant information as **Attachment C2 - Other Known Contamination**. See the Iowa Land Recycling Program Guidance Document #1 for further details.

PART D: Historical Information

- **Attachment D - Historical Information:** Please give a general description of the current and historical uses of the property or properties identified in **Part B**, based on a reasonable and diligent inquiry. Identify known or probable sources and locations of hazardous materials which could reasonably be associated with past land use. Please attach this as **Attachment D - Historical Information**.

PART E: Project Objectives

Attachment E: Please attach a statement of project objectives as **Attachment E**. This should include the following information, insofar as it is known:

- **E1 - Current Setting:** A general description of the property and its vicinity, including: current zoning and type of land use (e.g., commercial, industrial, residential).
- **E2 - Future Setting:** Planned or probable future uses of the property or its vicinity.
- **E3 - Time Table:** Expected time frame for activities reflected in item **E2**.
- **E4 - Estimate of Project Magnitude:** A general description of the nature and magnitude of the environmental contamination to be addressed and the probable means of addressing it.
- **E5 - Anticipated Obstacles to Completion:** A description of any foreseeable barriers to achieving project objectives, such as: access to property; financing uncertainties; legal actions; allocation of responsibility among parties; etc.

PART F: Other attachments (Attachments **F1** through **F3** are required only if applicable.)

- **Attachment F1 - General Environmental Regulatory Actions and Permits:** Attach a list of all known permits or regulatory actions and directives associated with environmental conditions at the site as **Attachment F1 – General Environmental Regulatory Actions and Permits**.
- **Attachment F2 - Federal Environmental Regulatory Actions:** Attach an explanation of any federal regulatory corrective action directives, administrative orders or judicial actions associated with environmental conditions at the site as **Attachment F2 - Federal Environmental Regulatory Actions**.
- **Attachment F3 - Proof of Federal Notification:** Submit written proof that the federal regulatory agency, associated with responses to **F1** or **F2**, has been notified regarding the intent to enroll the site in the Iowa Land Recycling Program.

Attach the \$750 application fee payable to the Iowa Department of Natural Resources and mail along with the form to:

Department of Natural Resources
Contaminated Sites
502 E 9th St
Des Moines, IA 50319

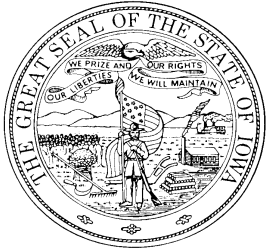
Applicant signature: _____  . _____ Date: 05/08/2026

For DNR office use:

Reviewed by: _____ Date: _____

Review Action: ☐ Approved ☐ Denied ☐ Withdrawn

Explanation attached if denied or withdrawn



IOWA DEPARTMENT OF NATURAL RESOURCES
LAND RECYCLING PROGRAM



PARTICIPATION AGREEMENT

For the
Former Dodd's Terminal Site, City of Dubuque

I. RECITALS

WHEREAS, the following participants ("the participants") in the Iowa Land Recycling Program (LRP) and the Iowa Department of Natural Resources ("the department") enter into this agreement as required by Iowa Code section 455H.107(2) and in accordance with administrative rule 567 Iowa Administrative Code (IAC) 137.3(4).

WHEREAS, Iowa Code chapter 455H grants participants certain benefits, privileges and immunities as well as establishing certain obligations. Only those parties who have entered into this agreement shall be considered "participants" as defined in Iowa Code section 455H.103(11) and entitled to those benefits, privileges and immunities. Parties may be removed from this agreement by withdrawal or upon final agency action terminating enrollment in accordance with department rules 567 IAC 137.3(6) - (8). Parties may be added to this agreement by written consent of all participants or a determination by the department that the party meets the criteria for consideration as a participant as defined in Iowa Code section 455H.103(11).

WHEREAS, an essential purpose of this agreement is to establish a general understanding between the participant(s) and the department as to the scope of the project being undertaken by the participants and a general set of mutual expectations. To the extent possible at the time of entering into this agreement, the parties are expected to reach an understanding on such issues as what contaminants associated with what known or suspected sources within the affected area are to be addressed and are not to be addressed, the scope of expected liability protection arising out of participation in the LRP, and any barriers the parties foresee in completion of the environmental project and the planned reuse of the affected area.

II. PARTICIPANTS

The following parties to this agreement are participants:

Person/organization: City of Dubuque
Form of business organization or affiliation: Municipality
Address: 50 W 13th Street
City, State: Dubuque, Iowa

III. TERMS

1. The participants shall grant the department and all authorized representatives reasonable access to the affected area as defined in Iowa Code section 455H.103(1) in order to fulfill regulatory duties including but not limited to site inspections and oversight of all response actions conducted by participants or their agents and surface or subsurface site investigation and response actions related to any suspected contaminants.

2. The participants shall be jointly and severally responsible to reimburse the department for actual costs assessed in accordance with department subrule 567 IAC 137.3(3). The participants also agree to allocate the costs of reimbursement amongst themselves according to the method as described in the attached Exhibit but in doing so do not relieve themselves of their joint and several liability to the department for full reimbursement.

IV. CERTIFICATION OF FINANCIAL ABILITY

1. The participants certify they have obtained an estimate from a qualified groundwater professional of the costs of completing the site assessment and risk evaluation/response phase for the affected area in accordance with chapter 567 IAC 137 based on currently available information. Further, the participants certify they have the financial means to complete the site assessment and risk evaluation/response phase of this project based on this initial estimate and have entered into a legally enforceable contract with the following qualified professional, Emily Smart, CGP. Further, the participants certify that if costs of completion of this response action are to be allocated amongst participants, this allocation has been specified and made part of a legally binding contractual agreement.
2. Unless the cost of response action and demonstration of compliance leading to a no further action classification can be reasonably estimated at the time of execution of this agreement, the participants agree to amend this agreement, and provide certification of financial ability upon approval of a response action. If the participants choose to expedite response action without prior review and approval of the department as provided in subrule 567 IAC 137.9(8), they agree to provide financial certification prior to or within a reasonable time after notice to the department of expedited response action.
3. The participants agree to notify the department in writing and at the earliest practicable date if they have reason to believe they will not be able to complete response actions in accordance with chapter 567 IAC 137 and this certification.

V. SCOPE OF PROJECT

The participants have (or have not) met with the department project manager and agree to the following project description:

- a. A general description of the contaminants expected to be evaluated and those known or suspected contaminants, sources and probable locations which the participants do not expect to evaluate.
- b. A general description of the affected area including areas which are not currently within the control of the participants or for which access agreements have not been obtained.
- c. A timetable for initiation of site assessment and submittal of assessment work plans and reports. If the participants intend to proceed with or have begun expedited site assessment in accordance with 567 IAC 137.8(2) and (5), please attach a copy of the required notice of expedited action.
- d. A projected timetable for each phase of the proposed project and any outlying deadlines applicable to property development objectives.

VI. CONSTRUCTION

Words and phrases in this document shall be interpreted consistent with meanings and definitions as used in Iowa Code Chapter 455H and Chapter 567 IAC 137.

Amie Davidson
Land Quality Bureau Chief
Iowa Department of Natural Resources


Jill Connors
Economic Development Director
City of Dubuque

Dated this _____ day of _____, 20____

Dated this 8th day of May, 20²⁶

Attachment A1 – Nature of Participation

The City of Dubuque received a Federal Fiscal Year 2019 \$800,000 United States Environmental Protection Agency (EPA) Multipurpose Grant for the assessment and cleanup of contaminated soil on the Property. Contaminated groundwater will be addressed via an environmental covenant prohibiting its use.

Enrollment in the Iowa Land Recycling Program for assessment and cleanup is a condition of the City's EPA Workplan for this grant. The City of Dubuque owns the Property. The scope of this enrollment includes soil remediation such that risk evaluation following cleanup activities indicates that the Site is safe for Residential use, Site Workers and Construction Workers.

Attachment A2 – Additional Participants

There are no additional participants.

Attachment A3 – Interested Parties

There are no other interested parties.

Attachment B1 - Property Access

Not Applicable – City of Dubuque owns the Property.

Attachment B2 - Additional Property to be Enrolled

Not Applicable

Attachment C1 - Condition to be Addressed

A 2010 Limited Site Investigation (LSI) prepared by Terracon indicated that one 17,000 square-foot building used for the manufacturing, storage, and distribution of wooden pallets was located on the Site during the time of the investigation. Two soil borings were advanced on the east and west sides of the building and later converted into temporary monitoring wells. Laboratory data indicated that benzo(a)pyrene in soil exceeded Iowa Department of Natural Resources (IDNR) Statewide Standard (SWS). Groundwater laboratory data indicated that the polycyclic aromatic hydrocarbons (PAHs) benzo(a)anthracene, benzo(a)pyrene, and benzo(b)fluoranthene exceeded IDNR SWS for a protected groundwater source, but not a non-protected groundwater source. The LSI recommended further investigation to further characterize soil and groundwater conditions.

In September 2024, a Phase II Environmental Site Assessment (ESA) was completed at the Site. At the time of the investigation, the Site consisted of a vacant lot with remnants of past industrial operations including a large concrete foundation, abandoned electrical shed, parking lots or foundations, and driveway entrances. Six soil borings were advanced on the Site and later converted into temporary monitoring wells. Soil and groundwater samples were analyzed for RCRA metals, PAHs, volatile organic compounds (VOCs), total extractable hydrocarbons (TEHs), and herbicides. Laboratory data indicated that PAHs and arsenic concentrations in soil exceeded SWS. Soil arsenic concentrations were relatively low and ranged from 1.04 to 3.53 mg/kg. PAHs in soil were identified in one (1) out of the six (6) borings which was located near the southwest corner of the Site. Groundwater laboratory data indicated that chromium was identified above SWS for a protected groundwater source and arsenic and lead were identified above the SWS for a non-protected groundwater source.

The concentrations of RCRA metals and PAHs in soil and groundwater exceeding the SWS have been documented across the Site. Exceedances of PAHs and metals in groundwater will be managed with an environmental covenant which prohibits the use of groundwater on this Site.

Attachment C2 - Other Known Contamination

Not Applicable

Attachment D - Historical Information

The Site consists of 2.72 acres and is located in a former industrial area adjoining the Mississippi River within the City of Dubuque. According to historical documents, the Site was developed with a large warehouse around 1920 which remained until the 2000s. In the 1950s, a large aboveground storage tank (AST) was present north of the building and by the 1960s, several ASTs were present on the Site. A Sanborn Map from 1970 labeled the Site as the Dubuque Municipal Dock and Dubuque Tank Terminal Company and labeled some of the ASTs as containing molasses, lard, and grease. Three railroad spurs were also depicted on the west side of the Site. The west adjoining property has been occupied by Iowa Oil Company since at least 1950. Approximately 20 ASTs used for various fuel oils were present on the west adjoining property in a 1950 Sanborn Map. Google Earth images suggest that all ASTs at the Site were removed by 2005, and the Site appeared to be operating as a shipping facility into 2010. By 2011, the buildings were removed from the Site and only the foundation footprints of the buildings and ASTs remained. Some shipping operations (via barge) appeared to be present in 2015, but by 2020 and after, the Site appears to be mostly vacant.

According to Environmental Protection Agency (EPA) databases, the Site was listed as a Brownfield site and former hazardous waste generator. A Phase I ESA was completed at the Site in 2004, but no information regarding the environmental condition was provided.

A Limited Site Investigation (LSI) prepared by Terracon was completed at the Site on July 21, 2010. The LSI indicated that the Site was currently being used for the manufacturing, storage, and distribution of wooden pallets. The LSI recommended further investigation to further characterize soil and groundwater conditions.

Attachment E1 - Current Setting

The former Dodd's Terminal site is located at 20 Terminal Street in Dubuque, Iowa. The Site boasts easy accessibility to downtown Dubuque in the surrounding area to the north, U.S Highway 61 to the west, as well as the Mississippi River which adjoins to the Site to the east. Utilizing a FY2019 Multipurpose Grant, a Phase II ESA was completed at the Site in September 2024 by Eocene Environmental Group. At the time of the investigation, the Site consisted of a vacant lot with remnants of past industrial operations including a large concrete foundation, abandoned electrical shed, parking lots or foundations, and driveway entrances.

Attachment E2 - Future Setting

The Site will be redeveloped into a vibrant live work play district of Dubuque, offering the community recreation and more along the Mississippi River. To accomplish this goal, all existing foundations and structures will be razed.

Attachment E3 - Time Table

Participation Agreement and LRP Application submitted on 05/08/26. Schedule of activities will follow a typical LRP Schedule (shown below) beginning on 05/08/26.

Dodd's Cleanup Schedule

Milestone	Date
Draft Specifications, Plans and Estimate to City/QPR Due	April 29, 2026
Receive City Comments	May 6, 2026
Post ABCAs to Project Website	May 8, 2026
LRP Enrollment Forms, SAR, RERA Cleanup Plans to DNR	May 8, 2026
Final Specifications, Plans and Estimate to City	May 11, 2026
Initiate Public Bidding Process – Council Deadline	May 12, 2026
Change Order Due to City	May 14, 2026
Initiate Public Bidding Process	May 18, 2026
Construction Plan / Specs Complete	May 22, 2026
Post Bid Documents to City Website	May 22, 2026
Publish Notice to Bidders, Advertise for Bids	May 22, 2026
Notice of Public Hearing on Plans and Specs	May 22, 2026
Public Hearing on Plans & Specs – Council Deadline	May 26, 2026
Public Hearing on Plans & Specs (Emily joins remotely)	June 1, 2026
Receipt of Bid Proposals	June 4, 2026
Award Construction Contract – Council Deadline	June 9, 2026
DNR First Notification to Neighboring Properties	June 9, 2026
Award Construction Contract	June 15, 2026
Construction Begins Pending DNR Approval	June 15-July 7, 2026
QPR Due	July 30, 2026
Construction Completion Date	August 13, 2026
Notify EPA that Cleanup is Complete	August 13, 2026
Issue Cleanup Report and EC Draft to DNR and EPA	August 13, 2026
DNR Approves Cleanup Report and EC Language	TBD
Record EC	TBD
QPR	August 13, 2026
DNR Second Notification to Neighboring Properties	TBD
Final Reports to DNR Including Recorded ECs Attached	TBD
DNR Issues No Further Action	TBD
Eocene to Edit ACRES Work Packages	TBD
Complete Grant Closeout Reporting (includes final QPR)	Prior to October 30, 2026

E4 - Estimate of Project Magnitude

A Draft Analysis of Brownfields Cleanup Alternatives (ABCA) Report was completed May 8, 2026, outlining proposed options for remediation of the Property. The prevailing recommendation is for the removal and disposal of contaminated soil at the adjacent on-site landfill to the east of the Property as the most effective and implementable option.

In September 2024, a Phase II ESA was completed at the Site by Eocene Environmental Group. Soil and groundwater samples were analyzed for RCRA metals, PAHs, volatile organic compounds (VOCs), total extractable hydrocarbons (TEHs), and herbicides. Laboratory data indicated that PAHs and arsenic concentrations in soil exceeded SWS. Soil arsenic concentrations were relatively low and ranged from 1.04 to 3.53 mg/kg. PAHs in soil were identified in one (1) out of the six (6) borings which was located near the southwest corner of the Site. Groundwater laboratory data indicated that chromium was identified above SWS for a protected groundwater source and arsenic and lead were identified above the SWS for a non-protected groundwater source. Contaminated groundwater will be addressed via an environmental covenant prohibiting its use.

Attachment E5 - Anticipated Obstacles to Completion

None anticipated.

Attachments F1, F2, and F3

Not Applicable



Iowa Department of Natural Resources
Land Recycling Program Enrollment Application

CASHIERS USE ONLY
0221-542-221A-0570
Organization
Contact Name

Please read the department rule in **Chapter 567 Iowa Administrative Code 137** and read the instructions in **Iowa Land Recycling Program Guidance Document #1** before completing this form.

PART A: Participant Information

Organization: City of Dubuque Title: Economic Development Director
Contact Name: Jill Connors Telephone Number: 563.589.4213
Address: 1300 Main Street City, State, Zip: Dubuque, Iowa, 52001
E-mail Address: jilconno@cityofdubuque.org Fax Number: _____

- **Attachment A1 - Nature of Participation:** Pertaining to the participant identified above, describe the reason(s) for participation in this program, legal relationship to the property being enrolled, and the expected role and scope of participation. Include this information as **Attachment A1**.
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- **Attachment A3 - Interested Parties:** If there are other interested parties, please identify them and describe their relationship to this project. Include this information and label it as **Attachment A3**.

PART B: Property/Affected Area and Access Information

Property Name: Former Sinclair Terminal Site
Address/Location: 130 Terminal Street City and Zip: Dubuque, Iowa, 52001
County: Dubuque Parcel Number(s): 1130306003
Property Owner (fee title holder): City of Dubuque
Property Owner Mailing Address: 50 W 13th Street, Dubuque, Iowa, 52001

I, the fee title holder of the property identified in Part B, grant access/control to that property for the purpose of participating in the Iowa Land Recycling Program.

Signature:  Date: 05/08/2026

- **Attachment B1 - Property Access:** If access has not been obtained for the property/affected area identified in **Part B**, please attach an explanation of the efforts taken to obtain access and, if appropriate, the reasons given for refusal. Please label it as **Attachment B1 - Property Access**.
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PART D: Historical Information

- **Attachment D - Historical Information:** Please give a general description of the current and historical uses of the property or properties identified in **Part B**, based on a reasonable and diligent inquiry. Identify known or probable sources and locations of hazardous materials which could reasonably be associated with past land use. Please attach this as **Attachment D - Historical Information**.

PART E: Project Objectives

Attachment E: Please attach a statement of project objectives as **Attachment E**. This should include the following information, insofar as it is known:

- **E1 - Current Setting:** A general description of the property and its vicinity, including: current zoning and type of land use (e.g., commercial, industrial, residential).
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PART F: Other attachments (Attachments **F1** through **F3** are required only if applicable.)

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Attach the \$750 application fee payable to the Iowa Department of Natural Resources and mail along with the form to:

Department of Natural Resources
Contaminated Sites
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Des Moines, IA 50319

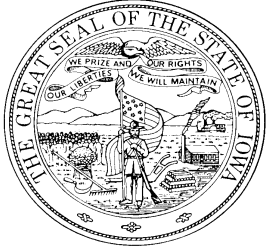
Applicant signature: _____  _____ Date: 05/08/2026

For DNR office use:

Reviewed by: _____ Date: _____

Review Action: ☐ Approved ☐ Denied ☐ Withdrawn

Explanation attached if denied or withdrawn



IOWA DEPARTMENT OF NATURAL RESOURCES
LAND RECYCLING PROGRAM



PARTICIPATION AGREEMENT

For the
Former Sinclair Terminal Site, City of Dubuque

I. RECITALS

WHEREAS, the following participants ("the participants") in the Iowa Land Recycling Program (LRP) and the Iowa Department of Natural Resources ("the department") enter into this agreement as required by Iowa Code section 455H.107(2) and in accordance with administrative rule 567 Iowa Administrative Code (IAC) 137.3(4).

WHEREAS, Iowa Code chapter 455H grants participants certain benefits, privileges and immunities as well as establishing certain obligations. Only those parties who have entered into this agreement shall be considered "participants" as defined in Iowa Code section 455H.103(11) and entitled to those benefits, privileges and immunities. Parties may be removed from this agreement by withdrawal or upon final agency action terminating enrollment in accordance with department rules 567 IAC 137.3(6) - (8). Parties may be added to this agreement by written consent of all participants or a determination by the department that the party meets the criteria for consideration as a participant as defined in Iowa Code section 455H.103(11).

WHEREAS, an essential purpose of this agreement is to establish a general understanding between the participant(s) and the department as to the scope of the project being undertaken by the participants and a general set of mutual expectations. To the extent possible at the time of entering into this agreement, the parties are expected to reach an understanding on such issues as what contaminants associated with what known or suspected sources within the affected area are to be addressed and are not to be addressed, the scope of expected liability protection arising out of participation in the LRP, and any barriers the parties foresee in completion of the environmental project and the planned reuse of the affected area.

II. PARTICIPANTS

The following parties to this agreement are participants:

Person/organization: City of Dubuque
Form of business organization or affiliation: Municipality
Address: 50 W 13th Street
City, State: Dubuque, Iowa

III. TERMS

1. The participants shall grant the department and all authorized representatives reasonable access to the affected area as defined in Iowa Code section 455H.103(1) in order to fulfill regulatory duties including but not limited to site inspections and oversight of all response actions conducted by participants or their agents and surface or subsurface site investigation and response actions related to any suspected contaminants.

2. The participants shall be jointly and severally responsible to reimburse the department for actual costs assessed in accordance with department subrule 567 IAC 137.3(3). The participants also agree to allocate the costs of reimbursement amongst themselves according to the method as described in the attached Exhibit but in doing so do not relieve themselves of their joint and several liability to the department for full reimbursement.

IV. CERTIFICATION OF FINANCIAL ABILITY

1. The participants certify they have obtained an estimate from a qualified groundwater professional of the costs of completing the site assessment and risk evaluation/response phase for the affected area in accordance with chapter 567 IAC 137 based on currently available information. Further, the participants certify they have the financial means to complete the site assessment and risk evaluation/response phase of this project based on this initial estimate and have entered into a legally enforceable contract with the following qualified professional, Emily Smart, CGP. Further, the participants certify that if costs of completion of this response action are to be allocated amongst participants, this allocation has been specified and made part of a legally binding contractual agreement.
2. Unless the cost of response action and demonstration of compliance leading to a no further action classification can be reasonably estimated at the time of execution of this agreement, the participants agree to amend this agreement, and provide certification of financial ability upon approval of a response action. If the participants choose to expedite response action without prior review and approval of the department as provided in subrule 567 IAC 137.9(8), they agree to provide financial certification prior to or within a reasonable time after notice to the department of expedited response action.
3. The participants agree to notify the department in writing and at the earliest practicable date if they have reason to believe they will not be able to complete response actions in accordance with chapter 567 IAC 137 and this certification.

V. SCOPE OF PROJECT

The participants have (or have not) met with the department project manager and agree to the following project description:

- a. A general description of the contaminants expected to be evaluated and those known or suspected contaminants, sources and probable locations which the participants do not expect to evaluate.
- b. A general description of the affected area including areas which are not currently within the control of the participants or for which access agreements have not been obtained.
- c. A timetable for initiation of site assessment and submittal of assessment work plans and reports. If the participants intend to proceed with or have begun expedited site assessment in accordance with 567 IAC 137.8(2) and (5), please attach a copy of the required notice of expedited action.
- d. A projected timetable for each phase of the proposed project and any outlying deadlines applicable to property development objectives.

VI. CONSTRUCTION

Words and phrases in this document shall be interpreted consistent with meanings and definitions as used in Iowa Code Chapter 455H and Chapter 567 IAC 137.

Amie Davidson
Land Quality Bureau Chief
Iowa Department of Natural Resources


Jill Connors
Economic Development Director
City of Dubuque

Dated this _____ day of _____, 20____

Dated this 8th day of May, 20²⁶

Attachment A1 – Nature of Participation

The City of Dubuque received a Federal Fiscal Year 2019 \$800,000 United States Environmental Protection Agency (EPA) Multipurpose Grant for the assessment and cleanup of contaminated soil on the Property. Contaminated groundwater will be addressed via an environmental covenant prohibiting its use.

Enrollment in the Iowa Land Recycling Program for assessment and cleanup is a condition of the City's EPA Workplan for this grant. The City of Dubuque owns the Property. The scope of this enrollment includes soil remediation such that risk evaluation following cleanup activities indicates that the Site is safe for Site Residents, Site Workers, and Construction Workers.

Attachment A2 – Additional Participants

There are no additional participants.

Attachment A3 – Interested Parties

There are no other interested parties.

Attachment B1 - Property Access

Not Applicable – City of Dubuque owns the Property.

Attachment B2 - Additional Property to be Enrolled

Not Applicable

Attachment C1 - Condition to be Addressed

According to a May 1, 2025, Impact7G Phase II Environmental Site Assessment Report;

- Laboratory analysis of Range 1 soil samples indicated arsenic soil concentrations exceeded the IDNR SWS in three out of the eight borings advanced on-site. No additional RCRA 8 metals were detected at concentrations greater than IDNR SWS. Arsenic site-specific background will be established in coordination with DNR staff if necessary.
- Benzo(a)anthracene, benzo(b)fluoranthene, and dibenz(a,h)anthracene were detected in Range 1 soil in SB-1 above IDNR SWS. No other SVOCs were detected at concentrations greater than IDNR SWS. Range 2 sample collection for PAHs was completed for this location in order to achieve delineation.
- No VOC constituents in soil were detected at concentrations greater than the IDNR SWS.
- Laboratory analysis of Range 2 soil samples indicated that no constituents were above SWS.
- Laboratory analysis of groundwater samples indicated that arsenic, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, and benzene exceeded SWS for a protected groundwater source. No other constituents were detected at concentrations above the SWS for protected or non-protected groundwater source.
- TEH as diesel and waste oil in groundwater were detected at concentrations above laboratory reporting limits in six out of the eight monitoring wells. There are no SWS for TEHs in groundwater. The highest concentration was detected at MW-4 at 35,000 ug/L of TEH as diesel.

Attachment C2 - Other Known Contamination

Not Applicable

Attachment D - Historical Information

The Site consists of 4.08 acres and is located in a former industrial area adjoining the Mississippi River within the City of Dubuque. According to historical Sanborn Maps, the Site appeared to be developed with apparent small garages on the north half and cattle pens on the south half since at least 1909. A rail spur was also depicted along the west edge of the Site. By the 1950s, the Site was developed with several structures which included an automotive storage and repair building near the northwest corner, a small building labeled as Hughes Oil Company with three (one million+ gallon-sized) aboveground storage tanks (ASTs) used for gasoline in the center of the Site, and two ASTs used for fuel oil labeled as Boat Fueling on the south side. By 1970, the majority of the Site was occupied by Sinclair Refining Company which included approximately 14 ASTs ranging in capacity from 250,000- to 4,000,000-gallons. The auto repair shop still remained in the northwest corner. During this time, the west adjoining property was developed with five ASTs also labeled as Sinclair Refining Company on the south half of the property and the north half was developed with a large building labeled Mulgrew Oil Company and Ice Plant. Koch Materials Company leased the Site in 1981 for the purpose of storing and distributing various grades of asphalt materials as well as kerosene, gasoline, and heating oils. Google Earth images suggest that the Site was an active bulk storage facility in 1999. By 2004, all ASTs were removed and only two buildings remained along the western boundary until 2007. The Site has remained mostly vacant since 2008.

Attachment E1 - Current Setting

The former Sinclair site is located at 130 Terminal Street in Dubuque, Iowa. The Site boasts easy accessibility to downtown Dubuque in the surrounding area to the north, U.S Highway 61 to the west, as well as the Mississippi River which adjoins to the Site to the east. Utilizing a FY2019 Multipurpose Grant, a Phase II ESA was completed at the Site in September 2024 by Eocene Environmental Group. At the time of the investigation, the Site consisted of a vacant lot with remnants of past operations including concrete pads or foundations and driveway entrances.

Attachment E2 - Future Setting

The Site will be redeveloped into a vibrant live work play district of Dubuque, offering the community recreation and more along the Mississippi River. To accomplish this goal, all existing foundations and structures will be razed.

Attachment E3 - Time Table

Participation Agreement and LRP Application submitted on 5/8/2026. Schedule of activities will follow a typical LRP Schedule (shown below) beginning on 5/8/2026.

Sinclair Cleanup Schedule

Milestone	Date
Draft Specifications, Plans and Estimate to City/QPR Due	April 29, 2026
Receive City Comments	May 6, 2026
Post ABCAs to Project Website	May 8, 2026
LRP Enrollment Forms, SAR, RERA Cleanup Plans to DNR	May 8, 2026
Final Specifications, Plans and Estimate to City	May 11, 2026
Initiate Public Bidding Process – Council Deadline	May 12, 2026
Change Order Due to City	May 14, 2026
Initiate Public Bidding Process	May 18, 2026
Construction Plan / Specs Complete	May 22, 2026
Post Bid Documents to City Website	May 22, 2026
Publish Notice to Bidders, Advertise for Bids	May 22, 2026
Notice of Public Hearing on Plans and Specs	May 22, 2026
Public Hearing on Plans & Specs – Council Deadline	May 26, 2026
Public Hearing on Plans & Specs (Emily joins remotely)	June 1, 2026
Receipt of Bid Proposals	June 4, 2026
Award Construction Contract – Council Deadline	June 9, 2026
DNR First Notification to Neighboring Properties	June 9, 2026
Award Construction Contract	June 15, 2026
Construction Begins Pending DNR Approval	June 15-July 7, 2026
QPR Due	July 30, 2026
Construction Completion Date	August 13, 2026
Notify EPA that Cleanup is Complete	August 13, 2026
Issue Cleanup Report and EC Draft to DNR and EPA	August 13, 2026
DNR Approves Cleanup Report and EC Language	TBD
Record EC	TBD
QPR	August 13, 2026
DNR Second Notification to Neighboring Properties	TBD
Final Reports to DNR Including Recorded ECs Attached	TBD
DNR Issues No Further Action	TBD
Eocene to Edit ACRES Work Packages	TBD
Complete Grant Closeout Reporting (includes final QPR)	Prior to October 30, 2026

E4 - Estimate of Project Magnitude

A Draft Analysis of Brownfields Cleanup Alternatives (ABCA) Report was completed May 8, 2026, outlining proposed options for remediation of the Property. The prevailing recommendation is for the removal and disposal of contaminated soil at the Dubuque Metropolitan Solid Waste Industry landfill.

In September 2024, a Phase II ESA was completed at the Site by Eocene Environmental Group. Soil and groundwater samples were collected and analyzed for RCRA metals, VOCs, PAHs, TEHs, and herbicides. Laboratory results of soil indicated that several PAHs and arsenic exceeded Iowa statewide standards (SWS). Exceedances in soil were relatively close to the SWS. Soil arsenic concentrations ranged from 0.9 to 5.78 mg/kg (SWS 1.9 mg/kg). The highest PAH detected in soil was benzo(b)fluoranthene which had a concentration of 4.19 mg/kg (SWS 3.1 mg/kg). Laboratory results indicated that several PAHs, benzene, and arsenic were identified in groundwater above the SWS for a protected groundwater source. No contaminants of concern were identified above the SWS for a non-protected groundwater source. Contaminated groundwater will be addressed via an environmental covenant prohibiting its use.

Attachment E5 - Anticipated Obstacles to Completion

None anticipated.

Attachments F1, F2, and F3

Not Applicable

City of Dubuque, Iowa

Dubuque South Port

Available Land

Zoned PC
Planned Commercial

Dodds Site
3.49 ac

Sinclair Site
4.08 ac

0 100 200 300 Feet

**City of Dubuque
City Council**

CONSENT ITEMS # 18.

ITEM TITLE: Support for Workforce Housing Tax Credit Applications for Downtown Housing Development

SUMMARY: City Manager recommending City Council approval of the individual resolutions of support for Workforce Housing Tax Credit Applications to the Iowa Economic Development Department being submitted by multiple developers for redevelopment of five properties in Dubuque.

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By 1301 Central, LLC

RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Dubuque and Jackson County Habitat For Humanity

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

ATTACHMENTS:

1. MVM Memo Resolutions of Support for Workforce Housing Tax Credit Applications for Downtown Housing Development
2. Staff Memo
3. Resolution - Wilson House - 1243 Locust
4. Resolution - 1301 Central
5. Resolution - Habitat for Humanity

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolutions of Support for Workforce Housing Tax Credit Applications for Downtown Housing Development

DATE: May 13, 2026

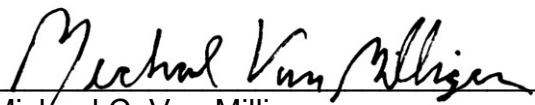
Economic Development Director Jill Connors is recommending City Council approval of the individual resolutions of support for Workforce Housing Tax Credit Applications to the Iowa Economic Development Department being submitted by multiple developers for redevelopment of five properties in Dubuque.

Wilson House Apts, LLC (1243 Locust Street)

1301 Central, LLC (1301 Central Avenue)

Dubuque and Jackson County Habitat for Humanity (Wood Street)

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
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: Resolutions of Support for Workforce Housing Tax Credit Applications for Downtown Housing Development

DATE: May 11, 2026

INTRODUCTION

This memorandum presents for City Council approval individual resolutions of support for Workforce Housing Tax Credit Applications to the Iowa Economic Development Department being submitted by multiple developers for redevelopment of five properties in Dubuque.

BACKGROUND

The Iowa Workforce Housing Tax Credit program provides tax benefits to developers to provide housing in Iowa communities, focusing especially on those projects using abandoned, empty, or dilapidated properties. Total program benefits are limited to one million dollars (\$1,000,000) per project.

DISCUSSION

When developers submit an application to the Iowa Economic Development Authority for Workforce Housing Tax Credits, they are required to attach a Resolution of Support from the municipality. This allows the municipality to provide insight into the impact each project will have on the City's housing goals. The following projects have approached City staff requesting support to apply. Two of these projects are located in Dubuque's downtown area, with one in the College District.

Wilson House Apts, LLC (1243 Locust Street)

The City of Dubuque and Wilson House Apts, LLC entered into a Development Agreement on May 20, 2024 for the rehabilitation of 1243 Locust Street including the creation of Five

(5) new residential units with an investment of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00). The project intends to use historic tax credits.

1301 Central, LLC (1301 Central Avenue)

The City of Dubuque and 1300 Central, LLC entered into a Development Agreement on February 16, 2026 for the rehabilitation of 1301 Central Avenue including the creation of Thirty (30) new residential units and approximately 9,000 SF of commercial space with an investment of approximately Eight Million Dollars (\$8,000,000.00). The project intends to use historic tax credits.

Dubuque and Jackson County Habitat for Humanity (Wood Street)

The City of Dubuque and Dubuque and Jackson County Habitat for Humanity entered into a Development Agreement on January 6, 2025 for the creation of fourteen (14) low and moderate income single-family, owner occupied residences on Wood Street. The Developer anticipates an investment of approximately Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000.00) to improve the Property by December 31, 2028.

Given the dearth of affordable housing units in Dubuque, and with the pending need to house an additional several hundred students, faculty, and staff of the proposed college of osteopathic medicine scheduled to open in 2028, it is imperative that we support the construction of additional affordable housing options. The projects meet one or more of these City Council goals: creation of additional affordable housing; located in Dubuque's downtown; and the rehabilitation of an existing structure.

The addition of the Iowa Workforce Housing Tax Credit to the capital stack improves the viability of these projects, increasing the developers' ability to adequately address the shortage of housing in the community.

RECOMMENDATION

I respectfully request City Council approval of the attached resolutions supporting the aforementioned applications for Iowa Workforce Housing Tax Credits for housing development in Dubuque.

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-26

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY WILSON HOUSE APTS, LLC

WHEREAS, Wilson House Apts, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

The Northerly 64 feet of Out Lot No. 662A in the Town (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque

(the Property); and

WHEREAS, Developer plans to rehabilitate the existing structure to construct five (5) multi-family residential units on the Property (the Project) and invest approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) in the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on February 16, 2026, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer have executed a Development Agreement dated May 20, 2024, as amended, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1243 Locust Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

Prepared by: Ian C. Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-26

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY 1301 CENTRAL, LLC

WHEREAS, 1301 Central, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa.

(the Property); and

WHEREAS, Developer plans to rehabilitate the existing structure to construct thirty (30) multi-family residential units on the Property (the Project) as well as first floor commercial space, and invest approximately Eight Million Dollars (\$8,000,000.00) in the Project; and

WHEREAS, the Project is located in the Greater Downtown Urban Renewal Area which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on February 16, 2026, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer have executed a Development Agreement dated June 2, 2025, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by 1301 Central, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 1301 Central, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1301 Central Avenue, Dubuque, Iowa 52001.

Passed, approved and adopted this 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4213
Return to: Adrienne Breitfelder, City Clerk, 50 E. 13th Street, Dubuque IA 52001, 563 589-4100

RESOLUTION NO. ____-26

SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY

WHEREAS, Dubuque and Jackson County Habitat for Humanity (Developer) owns the following described real property in the City of Dubuque, Iowa:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57, and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof

(the Property); and

WHEREAS, Developer plans to construct fourteen (14) low and moderate single-family, owner occupied residences on the Property (the Project) and invest approximately Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000.00) in the Project; and

WHEREAS, the Project is located in the Mount Pleasant Place Housing Urban Renewal Area which has been so designated by City Council Resolution 250-24, on August 5, 2024 as an Economic Development – LMI Housing Area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Developer has committed a significant amount of private financing to the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on August 5, 2024, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

WHEREAS, the City and Developer have executed a Development Agreement dated

January 6, 2025, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

WHEREAS, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

WHEREAS, the City Council finds that the application to the Workforce Housing Tax Credit Program by Dubuque and Jackson County Habitat for Humanity is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Dubuque and Jackson County Habitat for Humanity for necessary tax credits and other benefits directly contributing to the success of the Project at the Property on Wood Street in Dubuque, Iowa.

Passed, approved and adopted this 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 19.

ITEM TITLE: Accepting the Deed to Certain Real Estate in Dubuque, County, Iowa from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust

SUMMARY: City Manager recommending City Council accept the Deed to certain real property in Dubuque County, Iowa, at 2300 University Avenue from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust.
RESOLUTION Accepting the Deed to Certain Real Estate in Dubuque County, Iowa from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust

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

ATTACHMENTS:

1. MVM Memo Accepting the Deed
2. Staff Memo_Accepting Deed Butt and Schroeder Trust_05-12-2026
3. Schroeder_Resolution to Accept Deed_5-12-2026
4. Trustee Warranty Deed_Butts & Schroeder

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

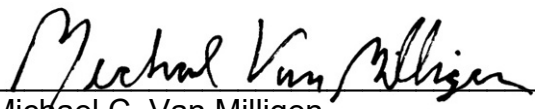
SUBJECT: Accepting the Deed to Certain Real Estate in Dubuque, County, Iowa from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust

DATE: May 13, 2026

Senior Counsel Barry Lindahl is recommending City Council accept the Deed to certain real property in Dubuque County, Iowa, at 2300 University Avenue from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust.

The acquisition of the property is a protective purchase to preserve the corridor for the future reconstruction of the University Avenue – Asbury Road Intersection.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: May 18, 2026

**RE: ACCEPTING THE DEED TO CERTAIN REAL ESTATE IN DUBUQUE
COUNTY, IOWA FROM THE STEPHEN J. BUTT TRUST AND THE PATRICIA J.
SCHROEDER TRUST**

The City of Dubuque entered into an Offer to Buy and Acceptance Agreement (the Agreement) with the Stephen J. Butt Trust and the Patricia J. Schroeder Trust for the purchase of certain real property in Dubuque County, Iowa, at 2300 University Avenue and described as follows:

Lots 13, 14, and 15 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The Easterly ½ of Lot 16 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The West ½ of Lot 16 in John W. Finley, Wm. D. Waples & George W. Burton's Plat of Mineral Lot 168 in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa, according to the recorded plat thereof

The acquisition of the property is as a protective purchase to preserve the corridor for the future reconstruction of the University Avenue - Asbury Road Intersection.

The terms of the Agreement have now been met.

The attached Resolution accepts the deed to the property on behalf of the City of Dubuque.

I recommend that the Resolution be submitted to the City Council for consideration and adoption.

cc: Crenna Brumwell, City Attorney
Bob Schiesl, Civil Engineer

RESOLUTION NO. ____-26

ACCEPTING THE DEED TO CERTAIN REAL ESTATE IN DUBUQUE COUNTY, IOWA FROM THE STEPHEN J. BUTT TRUST AND THE PATRICIA J. SCHROEDER TRUST

WHEREAS, the City of Dubuque entered into an Offer to Buy Real Estate and Acceptance Agreement (the Agreement) with the Stephen J. Butt Trust and the Patricia J. Schroeder Trust for the purchase of certain real property in Dubuque County, Iowa, described as follows:

Lots 13, 14, and 15 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The Easterly ½ of Lot 16 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The West ½ of Lot 16 in John W. Finley, Wm. D. Waples & George W. Burton's Plat of Mineral Lot 168 in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa, according to the recorded plat thereof

and;

WHEREAS, the terms of the Agreement have now been met.

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

1. The City of Dubuque, Iowa, hereby accepts the Deed, a copy of which is attached hereto.

2. The Assistant City Clerk is hereby authorized and directed to record this Resolution and the Deed with the Dubuque County Recorder.

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

Brad M. Cavanagh, Mayor

Attest:

Trish Gleason, Assistant City Clerk

**TRUSTEE WARRANTY DEED
Recorder's Cover Sheet**

Preparer Information:

Brian J. Kane, 2100 Asbury Road, Suite 2, Dubuque, IA 52001
Phone: (563) 582-7980

Taxpayer Information:

City of Dubuque, Iowa
300 Main Street, Suite 330
Dubuque, IA 52001

Return Document To:

City of Dubuque, Iowa
300 Main Street, Suite 330
Dubuque, IA 52001

Grantor:

Stephen J. Butt Trust Dated September 13, 2022
Patricia J. Schroeder Revocable Trust Dated September 18, 2020

Grantee:

City of Dubuque, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



TRUSTEE WARRANTY DEED
(Inter-Vivos Trust)

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, Suzanne F. Butt, as Trustee of the Stephen J. Butt Trust Dated September 13, 2022, and Kathryn Schroeder, as Trustee of the Patricia J. Schroeder Revocable Trust Dated September 18, 2020, do hereby convey to the City of Dubuque, Iowa, the following described real estate in Dubuque County, Iowa:

Lots 13, 14, and 15 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The Easterly $\frac{1}{2}$ of Lot 16 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The West $\frac{1}{2}$ of Lot 16 in John W. Finley, Wm. D. Waples & George W. Burton's Plat of Mineral Lot 168 in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa, according to the recorded plat thereof.

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.

The grantors hereby covenant with grantee, and successors in interest, that grantors hold the real estate by title in fee simple; that grantors have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantors further warrant to the grantee all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantors the persons creating the trusts were under no disability or infirmity at the time the trusts were created; that the transfer by the trustees to the grantee is effective and rightful; and that the trustees know of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: May 6, 2026.

Stephen J. Butt Trust Dated September 13, 2022, Grantor

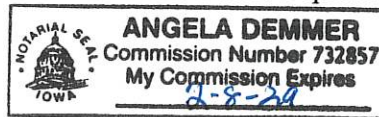
By Suzanne F. Butt Trustee
Suzanne F. Butt, Trustee

Patricia J. Schroeder Revocable Trust Dated
September 18, 2020, Grantor

By Kathryn Schroeder, Trustee
Kathryn Schroeder, Trustee

STATE OF IOWA, COUNTY OF DUBUQUE

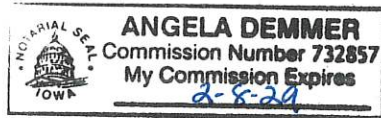
This record was acknowledged before me on May 6, 2026, by Suzanne F. Butt, as
Trustee of the Stephen J. Butt Trust Dated September 13, 2022.



Angela Demmer
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on May 6, 2026, by Kathryn Schroeder, as
Trustee of the Patricia J. Schroeder Revocable Trust Dated September 18, 2020.



Angela Demmer
Notary Public, State of Iowa

**City of Dubuque
City Council**

CONSENT ITEMS # 20.

ITEM TITLE: Final Plat of Sky Blue Estates #3

SUMMARY: City Manager recommending City Council approval of the resolution for the Final Plat of Sky Blue Estates #3 as it is in compliance with the City of Dubuque's Unified Development Code and the City's policy for sustainability points when receiving public assistance.
RESOLUTION Authorizing Approval of the Final Plat of Sky Blue Estates #3 in the City of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo Final Plat of Sky Blue Estates #3
2. Staff Memo
3. Application
4. Final Plat of Sky Blue Estates #3
5. Resolution

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Final Plat of Sky Blue Estates #3
DATE: May 14, 2026

Planning Services Director Wally Wernimont is recommending City Council approval of the resolution for the Final Plat of Sky Blue Estates #3 as it is in compliance with the City of Dubuque's Unified Development Code and the City's policy for sustainability points when receiving public assistance.

Final Plat of Sky Blue Estates #3 subdivides approximately 6.56 acres into fifteen (15) single-family residential lots, one (1) vacant non-buildable lot, two (2) stormwater management lots, and two (2) lots for street right-of-way. The final plat includes the extension of Golden Eagle Drive and Baldwin Drive. Both streets will be built to the city standard of 50' right-of-way with 31' of paving. Both streets will serve as collector streets.

The Sky Blue Estates subdivision complies with the Unified Development Codes 40 points of sustainability through a mixture of development tools.

1. Solar subdivision – 30 points
2. Roadways with 22 feet of pavement reducing stormwater runoff – 5 points
3. Compliance with Dubuque County stormwater management ordinance – 10 points

TOTAL= 45 points

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director

TO: Michael C. Van Milligen, City Manager
FROM: Wally Wernimont, Planning Services Director 
DATE: May 11, 2026
RE: **Final Plat of Sky Blue Estates #3**

INTRODUCTION

This memorandum transmits the Final Plat of Sky Blue Estates #3, a resolution, and related materials for City Council review and approval.

The Final Plat of Sky Blue Estates #3 is the third phase in the subdivision adjacent to Eagle Valley Subdivision off Roosevelt Road. The City Council reviewed and approved the preliminary plat for the subdivision, originally named Orchard Park Subdivision, on April 19, 2010. The City Council approved the final plat of the first phase on July 16 2012, and the final plat of second phase was approved in November 21, 2016.

DISCUSSION

Final Plat of Sky Blue Estates #3 subdivides approximately 6.56 acres into fifteen (15) single-family residential lots, one (1) vacant non-buildable lot, two (2) stormwater management lots, and two (2) lots for street right-of-way. The final plat includes the extension of Golden Eagle Drive and Baldwin Drive. Both streets will be built to the city standard of 50' right-of-way with 31' of paving. Both streets will serve as collector streets.

Extension of water will be from Golden Eagle Drive through the Golden Eagle Drive and Baldwin Drive rights-of-way. Sanitary sewer will extend from the eastern side of second phase of the subdivision and through the Golden Eagle Drive right-of-way.

The single-family residential lots will range in area from around 5,750 square feet to 10,720 square feet.

The Sky Blue Estates subdivision complies with the Unified Development Codes 40 points of sustainability through a mixture of development tools.

1. Solar subdivision – 30 points
2. Roadways with 22 feet of pavement reducing stormwater runoff – 5 points
3. Compliance with the City of Dubuque stormwater management ordinance – 10 points

TOTAL= 45 points

The subdivision provides sufficient easements to provide for the future extensions of utilities to the individual lots and for a sanitary sewer extension. This ensures that the City will not need to acquire individual easements from future property owners at such time as City utilities are extended to serve the subdivision.

RECOMMENDATION

Staff recommends approval of the resolution for the Final Plat of Sky Blue Estates #3 as it is in compliance with the City of Dubuque's Unified Development Code and the City's policy for sustainability points when receiving public assistance.

Thank you.

Enclosure

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
☐ 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: Golden Eagle Drive / Baldwin Drive
Legal Description/Parcel ID#/Subdivision: 1107111005
Existing Zoning: R-1 Proposed Zoning: R-1 Site Area (square feet/acres): 285,900 sq. ft. / 6.56 acres
Historic District: N/A Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Final Plat of Sky Blue Estates #3

C. Applicant/Agent Information

Name: EKM LLC Phone: 563-213-0072
Address: 10605 Route 3 City: Dubuque
State: IA Zip: 52001 Email: ehrllichco@aol.com

D. Property Owner(s) Information

Name(s): EKM LLC Phone: 563-213-0072
Address: 10605 Route 3 City: Dubuque
State: IA Zip: 52001 Email: ehrllichco@aol.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: Rick Ehrlich Date: 5/11/26

Property Owner(s): Rick Ehrlich Date: 5/11/26

FOR OFFICE USE ONLY

Fee \$ 663 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

Location: Sky Blue Estates #3
NW1/4 of Section 7, T89N, R3E (Julien TWP)
of the 5th P.M., Dubuque County, Iowa
Requestor: Rick Ehrlich
Proprietor: EKM LLC
10662 Diesel Dr., Dubuque, IA 52001
Surveyor: Terry L. Koelker - tlkoelker@buesing.com
Company: Buesing & Associates, Inc. (563) 556-4389
1212 Locust St., Dubuque, IA 52001
Return To: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

[illegible]

- ### LEGEND
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| 



4016
NC





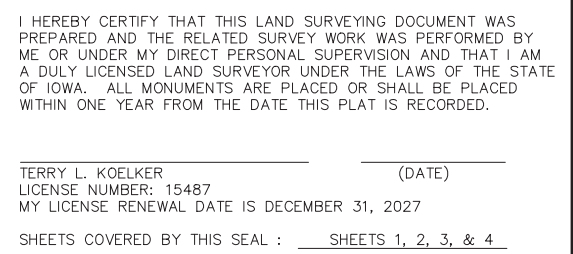




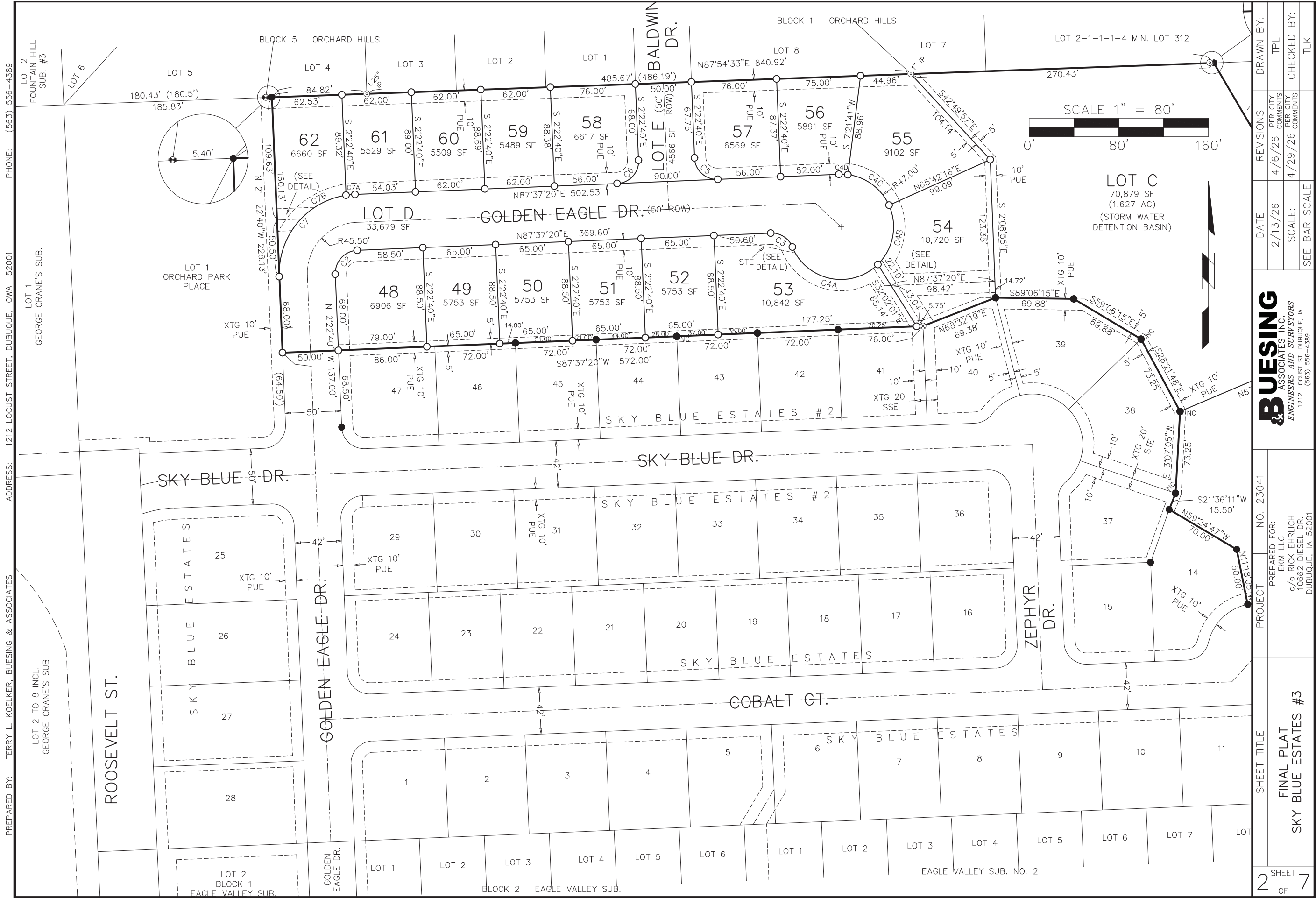
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PUE
STE
SSE
SSTE
XTG | IRON PIPE (IP) (FOUND)
SIZE AS NOTED
5/8" REROD (FOUND)
(ORANGE CAP STAMPED "15487")
(UNLESS NOTED OTHERWISE)
YELLOW CAP STAMPED "4016"
NO CAP
1/2" REROD (FOUND)
CUT "X" MANHOLE LID (FOUND)
CONCRETE MONUMENT (FOUND)
PROPERTY LINE
SURVEYED PROPERTY LINE
CENTERLINE
RIGHT OF WAY (ROW)
EASEMENT LINE
RECORD DIMENSION
5/8" REROD (PLACED)
(ORANGE CAP STAMPED "15487")
PUBLIC UTILITY EASEMENT
STORM SEWER EASEMENT
SANITARY SEWER EASEMENT
SANITARY & STORM SEWER EASEMENT
EXISTING |
|---|--|



1	SHEET OF	7	SHEET TITLE	PROJECT	NO. 23041
			FINAL PLAT SKY BLUE ESTATES #3	PREPARED FOR: EKM LLC c/o RICK EHRlich 10662 DIESEL DR. DUBUQUE, IA 52001	



PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES

ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001

PHONE: (563) 556-4389

LOT 2 TO 8 INCL.
GEORGE CRANE'S SUB.

LOT 1
GEORGE CRANE'S SUB.

LOT 2
FOUNTAIN HILL
SUB. #3

ROOSEVELT ST.

GOLDEN EAGLE DR.

SKY BLUE DR.

SKY BLUE DR.

COBALT CT.

ZEPHYR DR.

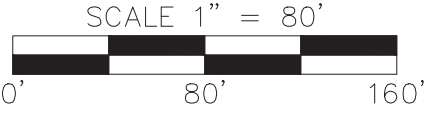
GOLDEN EAGLE DR. (50' ROW)

BALDWIN DR.

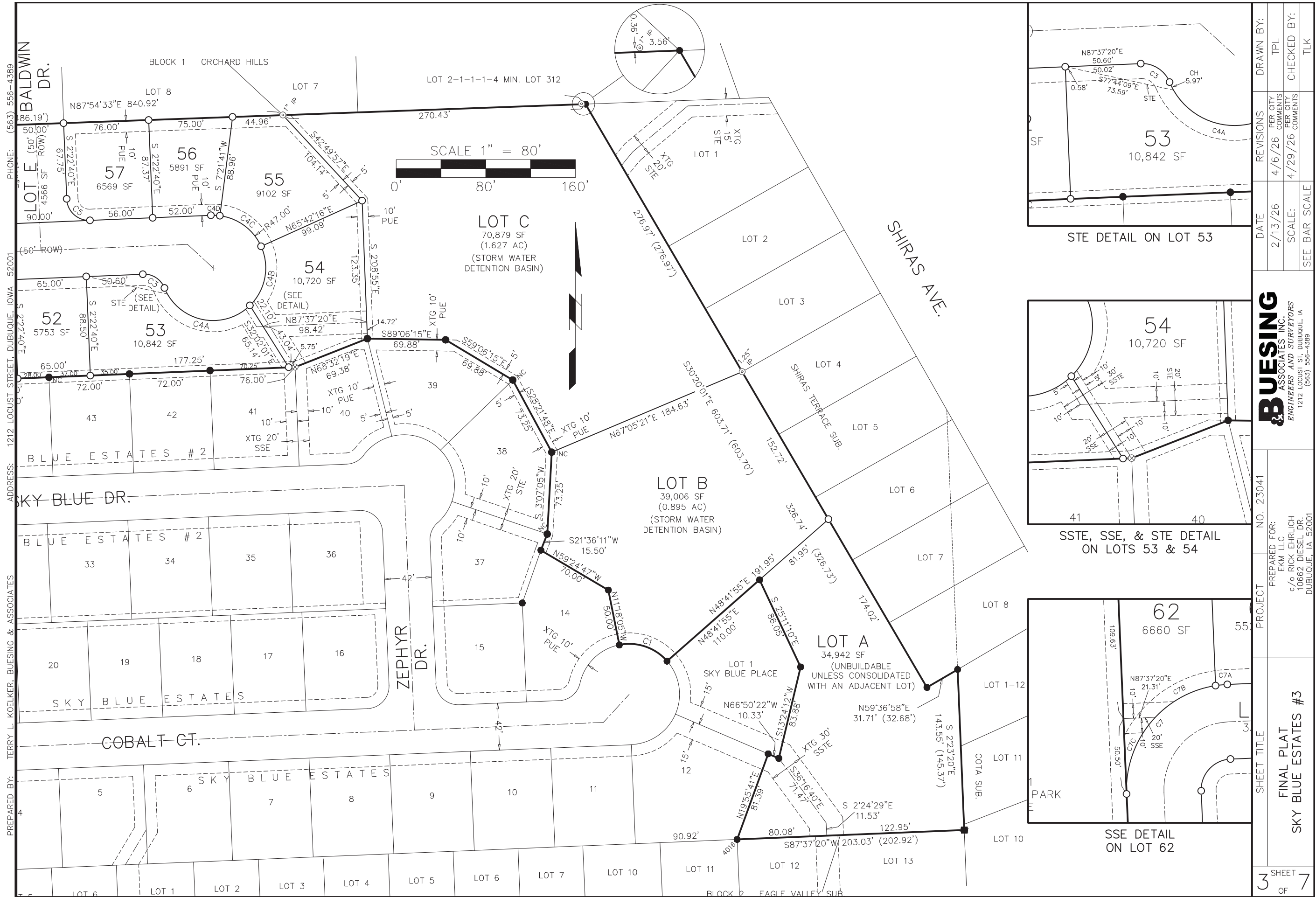
BLOCK 1 ORCHARD HILLS

LOT 2-1-1-4 MIN. LOT 312

LOT C
70,879 SF
(1.627 AC)
(STORM WATER
DETENTION BASIN)



SHEET TITLE	PROJECT	NO. 23041	BUESING & ASSOCIATES INC. ENGINEERS AND SURVEYORS 1212 LOCUST ST. DUBUQUE, IA (563) 556-4389		DATE	REVISIONS	DRAWN BY:	
					2/13/26	4/6/26 COMMENTS PER CITY	TPL	PER CITY COMMENTS CHECKED BY:
FINAL PLAT SKY BLUE ESTATES #3			PREPARED FOR: EKM LLC c/o RICK EHRLICH 10662 DIESEL DR. DUBUQUE, IA 52001			SCALE: SEE BAR	SCALE	TLK
2	SHEET OF	7						



PHONE: (563) 556-4389

ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES

DATE	REVISIONS	DRAWN BY:
2/13/26	4/6/26 COMMENTS	TPL
SCALE:	4/29/26 COMMENTS	CHECKED BY:
SEE BAR	SCALE	TLK

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA 52001
(563) 556-4389

PROJECT NO. 23041
PREPARED FOR:
EKM LLC
c/o RICK EHRLICH
10662 DIESEL DR.
DUBUQUE, IA 52001

SHEET TITLE	3 OF 7
FINAL PLAT SKY BLUE ESTATES #3	

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 D OF SKY BLUE ESTATES #2, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **SKY BLUE ESTATES #3** IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA. The Total area of **SKY BLUE ESTATES #3** is 6.564 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.

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. All monuments are placed or shall be placed within one year from the date this plat is recorded.

Terry L. Koelker
Licensed Land Surveyor
License No. 15487

Date

License Renewal Date 12/31/27

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Final Plat of: **SKY BLUE ESTATES #3** is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. We hereby dedicate Lot B and Lot C for Storm Water Detention Basin purposes, to the City of Dubuque, and Lot D (Golden Eagle Dr.) and Lot E (Baldwin Dr.) for street right of way and public utility purposes, and all easements, as stated and as shown, to the public.

E.K.M., LLC

Richard J. Ehrlich, member

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 2026, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Richard J. Ehrlich, to me personally known, who, being duly sworn did say that said Richard J. Ehrlich is a member of E.K.M., LLC, that no seal has been procured by said Corporation, that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and that said Richard J. Ehrlich, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it and by him voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

Notary Public in and for the State of Iowa

Attorney's Certificate

Dubuque, Iowa _____, 2026

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering LOT D OF SKY BLUE ESTATES #2, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, according to plats thereof covering the period from government entry to _____ and certified on that date by _____ and find that said abstract shows good and merchantable title to said real estate in _____ free and clear of all liens and encumbrances and shows taxes paid including taxes for the year _____, subject to easements and restrictions of record.

Attorney-at-Law

County Treasurer's Certificate

Dubuque, Iowa _____, 2026

I, the undersigned, Eric Stierman, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against LOT D OF SKY BLUE ESTATES #2, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, have been paid and said real estate is free from taxes as of this date.

Treasurer of Dubuque County, Iowa

City of Dubuque Planning Services

Dubuque, Iowa _____, 2026

The foregoing Final Plat of: **SKY BLUE ESTATES #3** 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

By: _____
City Planner of the City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa _____, 2026

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **SKY BLUE ESTATES #3**, and the dedication of Lot B and Lot C for Storm Water Detention Basin purposes, to the City of Dubuque, and Lot D (Golden Eagle Dr.) and Lot E (Baldwin Dr.) for street right of way and public utility purposes, and all easements, as stated and as shown, to the public, as appears heretofore has been filed in the office of the City Clerk of Dubuque, Iowa on _____ as resolution No. _____ 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

COUNTY AUDITOR

Dubuque, Iowa _____, 2026

The foregoing Final Plat of: **SKY BLUE ESTATES #3** 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

City Assessor's Certificate

Dubuque, Iowa _____, 2026

The foregoing Final Plat of: **SKY BLUE ESTATES #3** was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

City Assessor of the City of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa _____, 2026

The foregoing Final Plat of: **SKY BLUE ESTATES #3** has been reviewed by the Dubuque County Recorder.

Dubuque County Recorder

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Trish Gleason, Assistant City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 26

**A RESOLUTION AUTHORIZING APPROVAL OF THE FINAL PLAT OF
SKY BLUE ESTATES #3 IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Sky Blue Estates #3 in the City of Dubuque, Iowa; and

Whereas, upon said final plat appear public streets to be known Golden Eagle Drive (Lot D) and Baldwin Drive (Lot E), and which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears certain water main, sanitary sewer, and storm sewer easements, which the owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, upon said final plat appear Lot C, which the owner by said final plat has dedicated to the City of Dubuque for Storm Water Detention Basin purposes; and

Whereas, upon said final plat appear certain public utility and storm drainage easements, which the owner by said final plat has dedicated to the public forever; and

Whereas, the preliminary plat has been examined by the Zoning Advisory Commission, and its approval has been endorsed thereon; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the owner's agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council finds the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Golden Eagle Drive (Lot D) and Baldwin Drive (Lot E), and Lot C (for Storm Water Detention Basin purposes), together with certain water main, sanitary sewer, and storm sewer easements, as they appear on the said final plat, to the City of Dubuque, be and the same hereby accepted;

Section 2. That the Final Plat of Sky Blue Estates #3 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, provided the owners of said property herein named, execute their written acceptance of the attached conditions and further agree:

- (a) To reduce Baldwin Drive and Golden Eagle Drive to grade and to construct longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- (b) To install public sanitary sewer mains and private sewer service laterals into each individual lot, public water mains and private water service laterals into each individual lot, public storm water detention basins, public storm sewers and catch basins, public boulevard street lighting, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer, and to coordinate with a private utility company for the installation of private fiber conduit and private fiber to each residential lot in the subdivision.
- (c) To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- (d) To construct the improvements outlined in (a), (b), (c), and (d), above within two years from the date of acceptance of this resolution, at the sole expense of the owners, or future owner.

- (e) To maintain the improvements outlined in (a), (b), (c), and (d) above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the owners, or future owner.
- (i) To provide security for the performance of the foregoing conditions specified in this resolution in the amount of 110% of the estimated Qualified Costs of the public improvements outlined above, in such form and with such sureties as may be acceptable to the City Manager of the City of Dubuque, Iowa, and to provide construction inspection fees in the amount of 3% of the estimated Qualified Costs of the public improvements. .

Section 3. That sidewalk installation shall be the responsibility of each lot owner for each lot abutting the public rights-of-way, including lots with multiple frontages, as required by City Code Chapter 10-1-2 (Sidewalk Installation and Repair).

Section 4. That the owner must construct and maintain erosion control devices in Sky Blue Estates #3 which control erosion and prevent sediment from leaving the site. The owner shall also be responsible for maintenance of the detention facility located on Lot C of Sky Blue Estates #3 until 80% of the lots in Sky Blue Estates #3, which drain into said detention facility, have been fully developed and adequate erosion control measures, as approved by the City Engineer, have been installed on the remaining 20% of said lots. Until the above 80% of lots are developed, the owner shall provide maintenance of the entire lot and detention facilities on Lot C. After 80% of the lots are developed, the City shall provide maintenance of the entire lot and detention facilities on Lot C. Maintenance of Lot C shall include keeping the property in a good and safe condition, regular turf mowing, and other customary upkeep for the permitted use. Maintenance of the detention facility in Lot C of Sky Blue Estates #3 shall include the removal of sediment and other debris caused by construction activities in Sky Blue Estates #3 and reshaping and reseeding of the disturbed areas. Prior to acceptance of said detention facility by the City, the Owner shall hire a professional engineer or land surveyor to verify that 80% of the lots have been built on and are stabilized. The professional engineer or land surveyor shall also conduct an as-built survey of the detention basin, outlet structure, and other appurtenances to certify that the facility was constructed per the plans approved by the City Engineer. After said 80% lots are developed; inspection, administration, and maintenance expenses incurred by the City of Dubuque on Lot C, including the storm water detention facility, of Sky Blue Estates #3 shall be assessed against the property owners, except the City of Dubuque, in Sky Blue Estates #3, as indicated on the preliminary plats thereof, in equal amounts. The City Manager shall certify such costs to the City Clerk, who in turn shall promptly certify such costs to the Dubuque County Treasurer, and such costs shall then be collected with and in the same manner as general property taxes in accordance with provisions of law.

Section 5. That the planting of street trees shall be coordinated with the City Forester. Any trees planted within the street right-of-way must be chosen and planted by the City of Dubuque Parks and Recreation Department at the developer's expense.

Section 6. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 10. That in the event E.K.M., LLC fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and approval the plat shall not be effective.

Passed, approved and adopted this day of 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Trish Gleason, Assistant City Clerk

ACCEPTANCE OF RESOLUTION NO. - 26

I, the undersigned, Rick Ehrlich, representing E.K.M., LLC, having read the terms and conditions of the Resolution No. _____ - 26 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this day of 2026.

By Rich Ehrlich
E.K.M., LLC

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared Rick Ehrlich, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires:_____

**City of Dubuque
City Council**

CONSENT ITEMS # 21.

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

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

ATTACHMENTS:

1. MVM Memo Approval of Retail Alcohol Licenses
2. Police Chief Staff Memo-05-18-2026
3. City Clerk Staff Memo
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Days Inn & Spirits Bar and Grill, 1111 Dodge St.
- Goose & Giggles Play Café, 3339 Hilcrest Rd.
- Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr.
- Buffalo Wild Wings, 2805 Northwest Arterial 1
- Roux and Lucia, 620 South Grandview Ave.
- Mason Dixon Salon, 163 Main St.
- Dubuque Lodge 355, 2635 Windsor Ave.
- Los Aztecas III Mexican Restaurant, 2345 NW Arterial.
- The Grand Opera House, 135 West 8th St.
- E.J.'s Wine Shop, 955 Washington St. Suite 105A.

New Applications

- 7 Hills Brewing, 3100 Dodge St

Special Event(s) per Special Event Application Submittal

- Jaycees - Millwork Night Market 5-11-26 to 5-15-26, Jackson St. from East 7th St. to East 9th St. & East 8th St. from Jackson to Washington
- Dubuque Main Street 6-1-26 to 6-5-26, 700 Main St.
- Clarke College 5-30-26 to 6-3-26, 1550 Clark Dr.

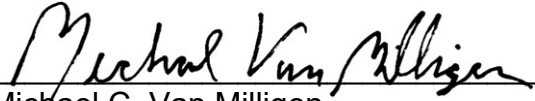
DATE: May 13, 2026

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Days Inn & Spirits Bar and Grill, 1111 Dodge St., Goose & Giggles Play Café, 3339 Hilcrest Rd., Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr., Buffalo Wild Wings, 2805 Northwest Arterial 1, Roux and Lucia, 620 South Grandview Ave., Mason Dixon Salon, 163 Main St., Dubuque Lodge 355, 2635 Windsor Ave., Los Aztecas III Mexican Restaurant, 2345 NW Arterial., The Grand Opera House, 135 West 8th St., E.J's Wine Shop, 955 Washington St. Suite 105A.

City Clerk Adrienne Breitfelder is recommending City Council approval of the New Applications for: 7 Hills Brewing, 3100 Dodge St.; Special Event(s) per Special Event Application Submittal: Jaycees - Millwork Night Market 5-11-26 to 5-15-26, Jackson St. from

East. 7th St. to East 9th St. & East 8th St. from Jackson to Washington; Dubuque Main Street 6-1-26 to 6-5-26, 700 Main St; and Clarke College 5-30-26 to 6-3-26, 1550 Clark Dr.

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
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: May 18, 2026

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Days Inn & Spirits Bar and Grill, 1111 Dodge St.
- Goose & Giggles Play Café, 3339 Hilcrest Rd.
- Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr.
- Buffalo Wild Wings, 2805 Northwest Arterial 1
- Roux and Lucia, 620 South Grandview Ave.
- Mason Dixon Salon, 163 Main St.
- Dubuque Lodge 355, 2635 Windsor Ave.
- Los Aztecas III Mexican Restaurant, 2345 NW Arterial.
- The Grand Opera House, 135 West 8th St.
- E.J.'s Wine Shop, 955 Washington St. Suite 105A.

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

•Days Inn & Spirits Bar & Grill, 1111 Dodge St.

Since the last renewal date there have been 13 calls for service to the establishment. There were 8 disturbances, 2 crimes against persons, 3 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-004726	Disturbance	Report Taken
24-058261	Disturbance	Handled By Officer
24-019554	Disturbance	Handled By Officer
24-096165	Disturbance	Handled by Officer
2025-002293	Disturbance	Report Taken
25-084078	Disturbance	Handled By Officer
26-015599	Disturbance	Handled By Officer
2025-003979	Disturbance	Report Taken
2025-006232	Harassment	Report Taken
25-031889	Harassment	Handled By Officer
2024-002486	Theft	Report Taken
24-049447	Theft	Handled By Officer
26-008896	Theft	Handled By Officer

•Goose & Giggles Play Café, 3339 Hillcrest 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 calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Q Casino, Hilton Gardens Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr.

Since the last renewal date there have been 54 calls for service to the establishments. There were 18 disturbances, 2 crimes against persons, 20 crimes against property, and 14 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
24-043227	Disturbance	Handled by Officer
24-060401	Disturbance	Handled by Officer
24-070290	Disturbance	Handled By Officer
2024-006092	Disturbance	Report Taken
24-087861	Disturbance	Handled By Officer
2024-007962	Disturbance	Report Taken
2025-001956	Disturbance	Report Taken
2025-002048	Disturbance	Report Taken
2025-002842	Disturbance	Report Taken
25-049128	Disturbance	Handled By Officer
25-059798	Disturbance	Handled By Officer
2025-006357	Disturbance	Report Taken
25-081738	Disturbance	Handled By Officer

2025-009104	Disturbance	Report Taken
26-005223	Disturbance	Handled By Officer
26-006690	Disturbance	Handled By Officer
24-084571	Disturbance	Handled By Officer
2025-007001	Disturbance	Report Taken
2025-009210	Harassment	Report Taken
2025-001913	Assault	Report Taken
2024-005637	Criminal Mischief	Report Taken
24-102725	Criminal Mischief	Handled By Officer
2025-008183	Criminal Mischief	Report Taken
26-025850	Criminal Mischief	Handled By Officer
2025-005296	Criminal Mischief	Report Taken
24-043705	Theft	Handled By Officer
2024-005154	Theft	Report Taken
24-069272	Theft	Handled By Officer
24-070871	Theft	Handled By Officer
2024-007449	Theft	Report Taken
24-099929	Theft	Handled By Officer
2025-003398	Theft	Report Taken
2025-003619	Theft	Report Taken
2025-004890	Theft	Report Taken
25-085890	Theft	Handled By Officer
25-096406	Theft	Handled By Officer
25-096443	Theft	Handled By Officer
26-020522	Theft	Handled By Officer
24-028947	Theft	Handled By Officer
24-064502	Theft	Handled By Officer
2024-004553	Public Intoxication	Report Taken
24-072185	Public Intoxication	Handled By Officer
2025-006354	Public Intoxication	Report Taken
2024-006122	Possession of a Controlled Substance	Report Taken
2024-009232	Possession of a Controlled Substance	Report Taken
25-017869	Possession of a Controlled Substance	Report Taken
2025-002728	Possession of a Controlled Substance	Report Taken
25-049019	Possession of a Controlled Substance	Report Taken
2025-004736	Possession of a Controlled Substance	Report Taken
2025-006201	Possession of a Controlled Substance	Report Taken
2025-007037	Possession of a Controlled Substance	Report Taken
25-083149	Possession of a Controlled Substance	Report Taken
2025-007442	Possession of a Controlled Substance	Report Taken
2025-005296	Possession of a Controlled Substance	Report Taken

•Buffalo Wild Wings, 2805 Northwest Arterial 1

Since the last renewal date there have been 9 calls for service to the establishment. There were 7 disturbances, 0 crimes against persons, 2 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
24-048637	Disturbance	Handled By Officer
24-105991	Disturbance	Handled By Officer
2025-000991	Disturbance	Report Taken
25-052863	Disturbance	Handled By Officer

25-011985	Disturbance	Handled By Officer
25-085630	Disturbance	Handled By Officer
25-088327	Disturbance	Handled By Officer
2025-007064	Criminal Mischief	Report Taken
24-076836	Theft	Report Taken

•Roux and Lucia, 620 South Grandview 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 calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Mason Dixon Saloon, 163 Main St.

Since the last renewal date there have been 16 calls for service to the establishment. There were 12 disturbances, 4 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
24-034657	Disturbance	Handled By Officer
2024-003894	Disturbance	Report Taken
2024-003896	Disturbance	Report Taken
2024-005569	Disturbance	Report Taken
2024-005570	Disturbance	Report Taken
2024-005571	Disturbance	Report Taken
24-070979	Disturbance	Handled By Officer
2024-006353	Disturbance	Report Taken
2024-008736	Disturbance	Report Taken
2025-000742	Disturbance	Report Taken
25-009142	Disturbance	Handled By Officer
2025-003229	Disturbance	Report Taken
2025-005799	Assault	Report Taken
25-083768	Assault	Handled By Officer
2025-007123	Assault	Report Taken
2025-007124	Assault	Report Taken

•Dubuque Lodge 355, 2635 Windsor 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 calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Los Aztecas III Mexican Restaurant, 2345 NW Arterial

Since the last renewal date there have been 3 calls for service to the establishment. There were 2 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
24-061815	Disturbance	Handled By Officer
24-061817	Disturbance	Handled By Officer
2024-004368	Theft	Report Taken

•The Grand Opera House, 135 West 8th 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.

•E.J.'s Wine Shop, 955 Washington St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

RECOMMENDATION:

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Days Inn & Spirits Bar and Grill, 1111 Dodge St., Goose & Giggles Play Café, 3339 Hilcrest Rd., Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr., Buffalo Wild Wings, 2805 Northwest Arterial 1, Roux and Lucia, 620 South Grandview Ave., Mason Dixon Salon, 163 Main St., Dubuque Lodge 355, 2635 Windsor Ave., Los Aztecas III Mexican Restaurant, 2345 NW Arterial., The Grand Opera House, 135 West 8th St., E.J's Wine Shop, 955 Washington St. Suite 105A.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Days Inn & Spirits Bar and Grill, 1111 Dodge St., Goose & Giggles Play Café, 3339 Hilcrest Rd., Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's, 1801 & 1855 Greyhound Park Dr., Buffalo Wild Wings, 2805 Northwest Arterial 1, Roux and Lucia, 620 South Grandview Ave., Mason Dixon Salon, 163 Main St., Dubuque Lodge 355, 2635 Windsor Ave., Los Aztecas III Mexican Restaurant, 2345 NW Arterial., The Grand Opera House, 135 West 8th St., E.J's Wine Shop, 955 Washington St. Suite 105A.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breittfelder, City Clerk

TO: Michael C. Van Milligen, City Manager
FROM: Adrienne N. Breitfelder, City Clerk
DATE: May 7, 2026
SUBJECT: Retail Alcohol License Approvals for the following:

New Applications

- 7 Hills Brewing, 3100 Dodge St

Special Event(S) Per Special Event Application Submittal

- Jaycees - Millwork Night Market 5-11-26 to 5-15-26, Jackson St. from East. 7th St. to East 9th St. & East 8th St. from Jackson to Washington
- Dubuque Main Street 6-1-26 to 6-5-26, 700 Main St.
- Clarke College 5-30-26 to 6-3-26, 1550 Clark Dr.

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

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	
7 Hills Brewing	3100 Dodge St
Renewals	
Buffalo Wild Wings	2805 Northwest Arterial 1
Days Inn & Spirits Bar & Grill	1111 Dodge St.
Dubuque Lodge 355	2635 Windsor Ave.
E.J.'S Wine Shop	955 Washington St., Suite 105a
Goose & Giggles Play Cafe	3339 Hillcrest Rd.
Los Aztecas Iii Mexican Restaurant	2345 NW Arterial
Mason Dixon Saloon	163 Main St.
Q Casino, Hilton Garden Inn, The Key Hotel & Houlihan's	1801 & 1855 Greyhound Park Dr.
Roux And Lucia	620 South Grandview Ave.
The Grand Opera House	135 West 8th St.

Special Event(S) Per Special Event Application Submittal	
Jaycees - Millwork Night Market 5-11-26 to 5-15-26	Jackson St. from East. 7 th St. to East 9 th St. & East 8 th St. from Jackson to Washington
Dubuque Main Street 6-1-26 to 6-5-26	700 Main St.
Clarke College 5-30-26 to 6-3-26	1550 Clark Dr.

Passed, approved, and adopted this 18th day of May 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 22.

ITEM TITLE: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

SUMMARY: City Manager recommending City Council approval of the 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)

ATTACHMENTS:

1. MVM Memo Approval of Retail Tobacco Permit and Device Retailer Permit Applications
2. Staff Memo
3. Resolution

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

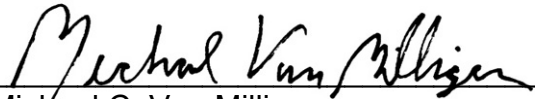
DATE: May 11, 2026

City Clerk Adrienne Breitfelder is recommending City Council approval of the Retail Tobacco Permits and Device Retailer Permits, as applicable, effective July 1, 2026, and expiring on June 30, 2027, for the following retailers.

License Type	D/B/A	Address
Device Retailer	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Device Retailer	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Device Retailer	Moondog Music	806 Wacker Dr. Ste 120
Retail	Beecher Liquor	1691 Asbury Rd.
Retail	Hy-Vee Wine & Spirits #1	3500 Dodge St. Ste 2
Retail	Hy-Vee Food Store #2	2395 NW Arterial
Retail	Hy-Vee Food Store #3	400 South Locust St.
Retail	Hy-Vee Fast & Fresh #1	3270 Dodge St.
Retail	Hy-Vee Fast & Fresh 2	2435 NW Arterial
Retail	Hy-Vee Food Store 1	3500 Dodge St.
Retail	Hy-Vee Fast & Fresh #3	300 South Locust St.
Retail	Hartig Drug #2	157 Locust St.
Retail	Hartig Drug Co #8	1600 University Ave.
Retail	Hartig Drug #3	2255 John F Kennedy Rd.
Retail	The Great Vape	3250 Central Ave.
Retail	Hammerheads Bar & Billiards	2095 Kerper Blvd.
Retail	Dollar General Store 7289	3250 Kennedy Cir. Ste 8
Retail	Dollar General Store 6896	605 West Locust St.
Retail	Dollar General Store #10074	2440 Gateway Dr
Retail	Fuel Express Food Mart	250 West 1st St.
Retail	Liquor Tobacco & Grocery	1998 Jackson St.
Retail	Dubuque Wine & Spirits	3305 Asbury Rd..
Retail	Kwik Stop #325	1210 East 16th St.

Retail	Kwik Stop #300	1215 East 16th St.
Retail	Kwik Stop #76	2320 Hwy 61
Retail	Kwik Stop #72	2255 Kerper Blvd.
Retail	Kwik Stop #84	2335 University Ave.
Retail	Kwik Stop 58	3340 John F Kennedy Rd.
Retail	Kwik Stop #86	2150 Twin Valley Dr.
Retail	Kwik Stop #78	4039 Pennsylvania Ave.
Retail	Kwik Stop #48	3201 Central Ave.
Retail	EZ Stop 1	1101 Rhomberg Ave.
Retail	Q Casino & Hotel	1855 Greyhound Park Rd.
Retail	Dubuque Wine And Spirits	2013 Central Ave. Ste 2
Retail	Fareway Stores #114	2050 John F Kennedy Rd.
Retail	Diamond Jo Casino	301 Bell St.
Retail	Kwik Star 1184	1180 Kerper Ct.
Retail	Kwik Star 1284	730 Airborne Rd.
Retail	Tobacco Outlet Plus 504	806 Wacker Dr. Ste 140
Retail	Kwik Star #236	2035 John F Kennedy Rd.
Retail	Kwik Star 495	2685 Dodge St.
Retail	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Retail	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Retail	The Konnexion	1099 University Ave.
Retail	Dubuque Fine Liquor and Tobacco	2196 White St.
Retail	Dubuque Discount LLC	10 Main St.
Retail	Moondog Music	806 Wacker Dr. Ste 120
Retail	Dolph's Bar	333 East 10th St.
Retail	Downtown Gas & Grocery	1401 Central Ave.

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



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: May 6, 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 July 1, 2026, and expiring on June 30, 2027, for the following retailers.

License Type	D/B/A	Address
Device Retailer	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Device Retailer	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Device Retailer	Moondog Music	806 Wacker Dr. Ste 120
Retail	Beecher Liquor	1691 Asbury Rd.
Retail	Hy-Vee Wine & Spirits #1	3500 Dodge St. Ste 2
Retail	Hy-Vee Food Store #2	2395 NW Arterial
Retail	Hy-Vee Food Store #3	400 South Locust St.
Retail	Hy-Vee Fast & Fresh #1	3270 Dodge St.
Retail	Hy-Vee Fast & Fresh 2	2435 NW Arterial
Retail	Hy-Vee Food Store 1	3500 Dodge St.
Retail	Hy-Vee Fast & Fresh #3	300 South Locust St.

Retail	Hartig Drug #2	157 Locust St.
Retail	Hartig Drug Co #8	1600 University Ave.
Retail	Hartig Drug #3	2255 John F Kennedy Rd.
Retail	The Great Vape	3250 Central Ave.
Retail	Hammerheads Bar & Billiards	2095 Kerper Blvd.
Retail	Dollar General Store 7289	3250 Kennedy Cir. Ste 8
Retail	Dollar General Store 6896	605 West Locust St.
Retail	Dollar General Store #10074	2440 Gateway Dr
Retail	Fuel Express Food Mart	250 West 1st St.
Retail	Liquor Tobacco & Grocery	1998 Jackson St.
Retail	Dubuque Wine & Spirits	3305 Asbury Rd..
Retail	Kwik Stop #325	1210 East 16th St.
Retail	Kwik Stop #300	1215 East 16th St.
Retail	Kwik Stop #76	2320 Hwy 61
Retail	Kwik Stop #72	2255 Kerper Blvd.
Retail	Kwik Stop #84	2335 University Ave.
Retail	Kwik Stop 58	3340 John F Kennedy Rd.
Retail	Kwik Stop #86	2150 Twin Valley Dr.
Retail	Kwik Stop #78	4039 Pennsylvania Ave.
Retail	Kwik Stop #48	3201 Central Ave.
Retail	EZ Stop 1	1101 Rhomberg Ave.
Retail	Q Casino & Hotel	1855 Greyhound Park Rd.
Retail	Dubuque Wine And Spirits	2013 Central Ave. Ste 2
Retail	Fareway Stores #114	2050 John F Kennedy Rd.
Retail	Diamond Jo Casino	301 Bell St.
Retail	Kwik Star 1184	1180 Kerper Ct.
Retail	Kwik Star 1284	730 Airborne Rd.
Retail	Tobacco Outlet Plus 504	806 Wacker Dr. Ste 140
Retail	Kwik Star #236	2035 John F Kennedy Rd.
Retail	Kwik Star 495	2685 Dodge St.
Retail	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Retail	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Retail	The Konnexion	1099 University Ave.
Retail	Dubuque Fine Liquor and Tobacco	2196 White St.
Retail	Dubuque Discount LLC	10 Main St.
Retail	Moondog Music	806 Wacker Dr. Ste 120
Retail	Dolph's Bar	333 East 10th St.
Retail	Downtown Gas & Grocery	1401 Central Ave.

Prepared by: Trish Gleason, Assistant City Clerk

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 July 1, 2026, and expiring on June 30, 2027.

License Type	D/B/A	Address
Device Retailer	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Device Retailer	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Device Retailer	Moondog Music	806 Wacker Dr. Ste 120
Retail	Beecher Liquor	1691 Asbury Rd.
Retail	Hy-Vee Wine & Spirits #1	3500 Dodge St. Ste 2
Retail	Hy-Vee Food Store #2	2395 NW Arterial
Retail	Hy-Vee Food Store #3	400 South Locust St.
Retail	Hy-Vee Fast & Fresh #1	3270 Dodge St.
Retail	Hy-Vee Fast & Fresh 2	2435 NW Arterial
Retail	Hy-Vee Food Store 1	3500 Dodge St.
Retail	Hy-Vee Fast & Fresh #3	300 South Locust St.
Retail	Hartig Drug #2	157 Locust St.
Retail	Hartig Drug Co #8	1600 University Ave.
Retail	Hartig Drug #3	2255 John F Kennedy Rd.
Retail	The Great Vape	3250 Central Ave.
Retail	Hammerheads Bar & Billiards	2095 Kerper Blvd.
Retail	Dollar General Store 7289	3250 Kennedy Cir. Ste 8
Retail	Dollar General Store 6896	605 West Locust St.
Retail	Dollar General Store #10074	2440 Gateway Dr

Retail	Fuel Express Food Mart	250 West 1st St.
Retail	Liquor Tobacco & Grocery	1998 Jackson St.
Retail	Dubuque Wine & Spirits	3305 Asbury Rd..
Retail	Kwik Stop #325	1210 East 16th St.
Retail	Kwik Stop #300	1215 East 16th St.
Retail	Kwik Stop #76	2320 Hwy 61
Retail	Kwik Stop #72	2255 Kerper Blvd.
Retail	Kwik Stop #84	2335 University Ave.
Retail	Kwik Stop 58	3340 John F Kennedy Rd.
Retail	Kwik Stop #86	2150 Twin Valley Dr.
Retail	Kwik Stop #78	4039 Pennsylvania Ave.
Retail	Kwik Stop #48	3201 Central Ave.
Retail	EZ Stop 1	1101 Rhomberg Ave.
Retail	Q Casino & Hotel	1855 Greyhound Park Rd.
Retail	Dubuque Wine And Spirits	2013 Central Ave. Ste 2
Retail	Fareway Stores #114	2050 John F Kennedy Rd.
Retail	Diamond Jo Casino	301 Bell St.
Retail	Kwik Star 1184	1180 Kerper Ct.
Retail	Kwik Star 1284	730 Airborne Rd.
Retail	Tobacco Outlet Plus 504	806 Wacker Dr. Ste 140
Retail	Kwik Star #236	2035 John F Kennedy Rd.
Retail	Kwik Star 495	2685 Dodge St.
Retail	Greenleaf Tobacco & Vape	1620 John F Kennedy Rd
Retail	Pink Clouds Smoke Shop	3301 Pennsylvania Ave.
Retail	The Konnexion	1099 University Ave.
Retail	Dubuque Fine Liquor and Tobacco	2196 White St.
Retail	Dubuque Discount LLC	10 Main St.
Retail	Moondog Music	806 Wacker Dr. Ste 120
Retail	Dolph's Bar	333 East 10th St.
Retail	Downtown Gas & Grocery	1401 Central Ave.

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 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Private Lead Service Line Replacement Project Pilot Program - Phase 2

SUMMARY: City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$3,320,000.00 for the Private Lead Service Line Replacement Pilot Program - Phase 2 (CIP No. 4281000050), set the public hearing date of June 1, 2026, and hereby authorize the Water Department to advertise the project for public bidding. Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

RESOLUTION To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Lead Service Line Replacement - Phase 2 Project, and the Taking of Bids Therefor

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo Private Lead Service Line Replacement Pilot Program - Phase 2 - Initiate Public Bidding
2. Water LSLR P2 Set PH Init Memo 05-11-2026
3. NHL (LSLR Phase 2) (Dubuque 2026)-v1 Resolution and PH Notice

TO: The Honorable Mayor and City Council Members

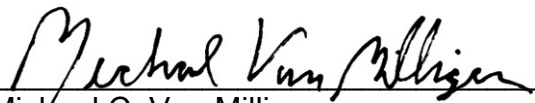
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Private Lead Service Line Replacement Pilot Program - Phase 2 - Initiate Public Bidding and Set the Public Hearing Date

DATE: May 13, 2026

Water Department Director Christopher Lester is recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of \$3,320,000.00 for the Private Lead Service Line Replacement Pilot Program - Phase 2 (CIP No. 4281000050), set the public hearing date of June 1, 2026, and hereby authorize the Water Department to advertise the project for public bidding. Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

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
Laura Bendorf, Budget Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: May 11, 2026

SUBJECT: Private Lead Service Line Replacement Pilot Program - Phase 2 - Initiate Public Bidding and Set the Public Hearing Date

INTRODUCTION

The purpose of this memorandum is to request authorization to establish the date for the public hearing and to initiate the public bidding procedure for a Public Improvement Contract for construction of the Private Lead Service Line Replacement Pilot Program - Phase 2 (CIP No. 4281000050). Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

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 first phase of work was completed in the Fall of 2025 and accepted by the council in March of 2026. It includes the replacement of 133 lead service lines and provided valuable implementation information that has guided planning, design, and construction requirements for the next phases of the pilot program.

The scope of work in the second phase includes the replacement of approximately 210 lead service lines identified throughout the City's water distribution service area. Actual replacement numbers will be based on Bids from Contractors for unit price items associated with each site.

The scope of work in the third phase includes the replacement of approximately 200 lead service lines identified throughout the City's water distribution service area. Phase 3 is planned to go to Bid in late 2026 for construction work in the 2027 construction season.

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.

In March 2025, Origin Design was awarded the design for the project, which included final plans and specifications for Bidding.

DISCUSSION

Origin Design has completed the plans and specifications for the Private Lead Service Line Replacement Pilot Program - Phase 2 project. The scope of work and bidding documents have been finalized and are now ready to be advertised for bidding.

The scope of work in this phase includes the replacement of approximately 210 lead service lines in the City's distribution system. 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), and includes various surface restorations including curb and pavement replacement and seeding.). Work is being conducted within the City's right-of-way and on private properties with authorization from property owners.

The project will be funded through both Iowa SRF and Water Construction Fund sources. This is primarily due to the nature of the work, as certain private portions of the work, required for a complete project are not eligible for reimbursement through the Iowa SRF program.

The Engineer's Construction Cost Estimate is \$3,320,000.00, of which \$2,720,000 is SRF-eligible and loan-forgiveness eligible, and \$600,000.00 is not SRF-eligible. The Engineer's Construction Cost Estimate is based on completing the entire pool of 210 sites included in the project scope. The Bidding Documents and Contracts prepared for the project include limitations on project scope based on available budget from the associated sources. The Engineer and Water Department will monitor construction progress and end all Work under the Contract at or near the designated maximum funding amount for construction activities, regardless of completion of Work at all indicated sites. The limits are \$1,700,000.00 for SRF-eligible items and \$500,000.00 for not SRF-eligible items.

PROJECT SCHEDULE

The schedule for the project is as follows:

- | | |
|--|---------------|
| – Council Initiate | May 18, 2026 |
| – Advertise for Bids and Publish the Public Hearing Notice | May 22, 2026 |
| – Public Hearing | June 1, 2026 |
| – Receipt of Bid Proposals | June 25, 2026 |
| – Award Construction Contract | July 6, 2026 |
| – Substantial Completion Date | May 7, 2027 |
| – Final Completion Date | May 28, 2027 |

BUDGET IMPACT

The original estimate of probable cost for the Private Lead Service Line Replacement Pilot Program - Phase 2 Project are provided as follows (taken from approved IUP Application):

Description	Cost Estimate
Legal Expenses	\$16,000.00
Land and Easements	\$0.00
Professional Services (Report or Planning)	\$15,000.00
Professional Services (Design)	\$65,000.00
Professional Services (Construction)	\$78,000.00
Construction	\$1,552,000.00
Equipment	\$0.00
Other: Preconstruction Inspection	\$30,000.00
Contingency	\$234,000.00
Total Estimated Project Cost	\$1,990,000.00

FY26 and FY27 Budgeted Expenses for the Private Lead Service Line Replacement Pilot Program (CIP No. 4281000050) as a whole are provided as follows:

CIP	Fund	Budgeted Expenses	Amount
4281000050	SRF (FY26 Carry-Over)	Other Capital Outlay	\$5,433,488.65
4281000050	Water Construction (FY27)	Construction	\$1,050,000.00
Total Project Budgeted Expenses			\$6,483,488.65

Phases 1, 2, and 3 were set up to share all of the SRF funding, and the approved FY27 Water Construction Fund money is expected to only be split between Phases 2 and 3. Additionally, Phase 1 construction contracts are complete at a value of approximately \$1,740,000. The portion of the FY26 and FY27 Budgeted Expenses for the Private Lead Service Line Replacement Pilot Program – Phase 2 Project construction contract are provided as follows:

CIP	Fund	Budgeted Expenses	Amount
4281000050	SRF (FY26 Carry-Over)	Other Capital Outlay	\$1,700,000.00
4281000050	Water Construction (FY27)	Construction	\$500,000.00
Total Project Budgeted Expenses			\$2,220,000.00

The proposed construction project will be pulled from the Other Capital Outlay line item which has a current available expense value of \$3,487,002.77, which will need to be carryover into FY27. Following start of FY27, an additional \$1,050,000.00 in the Construction line item will be available.

The Engineer's Construction Cost Estimate is \$3,320,000.00, of which \$2,720,000 is SRF-eligible and loan-forgiveness eligible, and \$600,000.00 is not SRF-eligible. The Engineer's Construction Cost Estimate is based on completing the entire pool of 210 sites included in the project scope. The Bidding Documents and Contracts prepared for the project include limitations on project scope based on available budget from the associated sources. The Engineer and Water Department will monitor construction progress and end all Work under the Contract at or near the designated maximum funding amount for construction activities, regardless of completion of Work at all indicated sites. The limits are \$1,700,000.00 for SRF-eligible items and \$500,000.00 for not SRF-eligible items. All items are therefore within anticipated budgeted amounts attributed to Phase 2.

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost for the Private Lead Service Line Replacement Pilot Program - Phase 2 (CIP No. 4281000050), set the public hearing date of June 1, 2026, and hereby authorize the Water Department to advertise the project for public bidding. Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

F:\Users\Water\ENGINEERING\Projects\City\Active\Private LSLR Program - Phases 2 and 3 (2025)\01 - Water Project Supervisor\Progress Reports and Memos\Water Department\Construction Bid Initiate - P2\Water LSLR P2 Set PH Init Memo.docx

May 11, 2026

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: Lead Service Line Replacement - Phase 2 Project
Our File No. 430411-NEW

Dear Jenny:

We have prepared and attach the necessary proceedings to enable the City Council to act at the May 18, 2026, meeting to set a date, time and place for the hearing and letting for the Lead Service Line Replacement - Phase 2 Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Exhibit A; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Exhibit B.
2. Attestation Certificate attesting to the validity of the transcript.
3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is May 28, 2026. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is June 12, 2026. The Notice to Bidders should be provided to the Construction Update Network by no later than June 11, 2026.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the City's website.

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Eldon Schneider
Christopher Lester
Crenna Brumwell
Adrienne Breitfelder
Origin Design

PROCEEDINGS TO SET DATE FOR
HEARING AND LETTING

430411-NEW (NHL)

Dubuque, Iowa

May 18, 2026

The City Council of the City of Dubuque, Iowa, met on May 18, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

• • Other Business • •

MOTION TO APPROVE RESOLUTION

The City Council took up and considered the proposed Lead Service Line Replacement - Phase 2 Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted, as follows:

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 2 Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Dubuque, Iowa (the “City”), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Origin Design Co. (the “Project Engineers”), in consultation with the City’s engineering technician (the “Engineering Technician”), which may be hereafter referred to as the “Lead Service Line Replacement - Phase 2 Project” (and is sometimes hereinafter referred to as the “Project”), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the “Contract Documents”) are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the “Council”) of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. June 1, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the “Notice of Hearing”) of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on June 25, 2026, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa. At such time and at the City Hall-Conference Room A, 50 West 13th St, Dubuque, Iowa, the City Council hereby delegates to the City Clerk, the Engineering Technician and/or the Project Engineers the duty of opening and announcing the results of the bids received. July 6, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk, the Engineering Technician and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved May 18, 2026.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A

Form of Notice of Hearing

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE LEAD SERVICE LINE REPLACEMENT – PHASE 2 PROJECT

Notice Is Hereby Given: That on June 1, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, the City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Lead Service Line Replacement - Phase 2 Project (the “Project”).

The Project, which shall be constructed in various locations throughout Census Tract 5 in the City, generally consists of replacing approximately 210 lead service lines identified throughout the City’s water distribution service area. Replacement scope varies by site from full replacement (main to interior plumbing) to portions thereof, as indicated in the plans. The replacements will take place in City right-of-way and on private properties with authorizations provided by property owners.

A copy of the proposed Contract Documents, including detailed information regarding the Project location, is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Adrienne Breitfelder
City Clerk

EXHIBIT B

Form of Notice to Bidders

NOTICE TO BIDDERS **SECTION 00120**

CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

LEAD SERVICE LINE REPLACEMENT – PHASE 2

120.1 Time and Place for Filing Sealed Proposals

Sealed Bids for the work comprising each improvement as stated below must be filed before 2:00 p.m. on June 25, 2026, in the Office of the City Clerk, City Hall - First Floor, 50 West 13th Street, Dubuque, Iowa.

120.2 Time and Placed Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and Bids tabulated at 2:00 p.m. on June 25, 2026, at City Hall - Conference Room A 50 West 13th Street, Dubuque, Iowa, for consideration by the City Council at its meeting at 6:30 p.m. on July 6, 2026, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

120.3 Time for Commencement and Completion of Work

Work on the Project must be commenced within ten (10) calendar days after the Notice to Proceed has been issued and shall be substantially completed by May 7, 2026, and final completion May 28, 2027.

120.4 Bid Security

Each Bidder must accompany its Bid with a Bid security as security that the successful Bidder will enter into a contract for the work Bid upon and will furnish after the award of contract a corporate surety Bond, acceptable to the governmental entity, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The Bid security must be in the amount of ten percent (10%) of the amount of the contract and must be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the Bidder may provide a Bid Bond with corporate surety satisfactory to the governmental entity. The Bid Bond must contain no conditions except as provided in this section.

120.5 Contract Documents

The Contract Documents will be available on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

120.6 Preference for Iowa Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

120.7 Sales Tax

The Bidder should not include State of Iowa sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased in Iowa for incorporation into the Project.

120.8 General Nature of Public Improvement Project

Lead Service Line Replacement – Phase 2

CIP # 4281000050

The extent of work involved consists of replacing approximately 210 lead service lines identified throughout the City's water distribution service area. Replacement scope varies by site from full replacement (main to interior plumbing) to portions thereof, as indicated in the plans. The replacements will take place in City right-of-way and on private properties with authorizations provided by property owners.

Base Bid Estimated Total Cost = \$3,320,000.00

120.9 Pre-Bid Construction Conference

Each prospective bidder is encouraged to attend the Pre-Bid Construction Conference to be held at 1:00 PM on June 11, 2026, at City Hall, Conference Room A, 50 West 13th Street in Dubuque, Iowa. Attendance by all prospective bidders is not mandatory but highly recommended.

120.10 Title VI – Non-Discrimination Clause

The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

120.11 Funding Requirements

This project has been awarded funds from the Iowa State Revolving Fund LSLR grant. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System website will be prohibited from the bidding process. Anyone submitting a bid who is listed on this website will be determined to be a nonresponsive bidder. Contractors shall fully comply with the requirements, terms and conditions of the Disadvantaged Business Enterprise (DBE) requirements. Builder America, Buy America (BABA) provisions apply to this project. SRF Certification forms required to be signed and submitted with the Bid are included in the bid packet. Bipartisan Infrastructure Law (BIL) is also applicable in the LSLR grant. The SRF requirements are included in the Special Provisions section of the specifications.

Davis-Bacon prevailing wage rates will apply to this Project and are included in the Special Provisions section of the specifications.

120.12 Notice to Bidders Distribution

On the following date, May 22, 2026, this Notice was posted at the following locations:

1. Master Builders/Construction Update Network Website www.mbionline.com
2. The City of Dubuque Website.

ATTESTATION CERTIFICATE:

STATE OF IOWA

COUNTY OF DUBUQUE

SS:

CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the Lead Service Line Replacement - Phase 2 Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA

COUNTY OF DUBUQUE

SS:

CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the Lead Service Line Replacement - Phase 2 Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA

COUNTY OF DUBUQUE

SS:

CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the Lead Service Line Replacement - Phase 2 Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA

COUNTY OF DUBUQUE

SS:

CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the Lead Service Line Replacement - Phase 2 Project, the Notice to Bidders provided for therein was posted on the City's website on _____, 2026.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

(Attach here a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street and Walker Street for Vacating Petition (Agreement between City of Dubuque and Kellhoff Properties, LLC)
SUMMARY:	City Manager recommending City Council set a public hearing for June 1, 2026, for the vacation of and disposal of city interest in the alley right of way property described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, through adoption of the enclosed resolution. RESOLUTION Intent to Vacate and Dispose of the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street
2. 1 kellhoff alley vacate memo set PH
3. 2 Resolution of Intent to Vacate alley kellhoff
4. 3 kellhoff vacate pos
5. 4 kellhoff vacate agreement executed
6. 5 Notice_of_Public_Hearing_alley vacate kellhoff

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

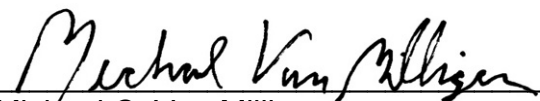
SUBJECT: Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street
For Vacating Petition (Agreement Between City of Dubuque and Kellhoff Properties, LLC)

DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing for June 1, 2026, for the vacation of and disposal of city interest in the alley right of way property described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, through adoption of the enclosed resolution.

The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street
For Vacating Petition (Agreement Between City of Dubuque and Kellhoff Properties, LLC)

DATE: May 8, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval for the setting of a public hearing related to the vacation and sale of certain alley right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property. A copy of the fully executed agreement is attached.

Pursuant to Resolution No. 123-26, the City of Dubuque and Kellhoff entered into an agreement on this project. 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.

DISCUSSION

The attached plat shows the alley right of way area proposed to be vacated. The right of way area to be vacated is described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa. The City will reserve a public utility easement over the entire vacated right of way area to accommodate existing and future utilities.

The alley right of way area to be vacated needs to be platted. Buesing and Associates Inc. has prepared the attached vacation plat.

RECOMMENDATION

I am recommending that a public hearing should be held on June 1, 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 a public hearing be held on June 1, 2026 for the vacation of and disposal of city interest in the alley right of way property described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, through adoption of the enclosed resolution.

Prepared by Nate Kieffer, CE III, PE/PLS

RESOLUTION NO. -26

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF THE 20' ALLEY BETWEEN TOLEDO STREET AND WALKER STREET AND BETWEEN LOTS 521 THRU 526 AND LOTS 527 THRU 532 OF NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOTS 521A, 522A, 523A, AND 524A OF NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA

Whereas, per Resolution No. 123-26 the City of Dubuque has entered into an agreement with Kellhoff Properties, LLC for the conveyance of City Owned property, being the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa; and

Whereas, Kellhoff Properties, LLC has requested the vacation of said 20' wide alley right of way and the conveyance of the same property to Kellhoff Properties, LLC per said agreement; and

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated May 8, 2026 prepared by Buesing and Associates Inc., showing the proposed vacated area of the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, and assigned a lot numbers thereto, to be known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa

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

Section 1. That the City of Dubuque intends to vacate and dispose of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa is hereby set for the 1st day of June, 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 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

Plat of Survey (Vacation) of:
LOTS 521A, 522A, 523A & 524A OF
NORTH DUBUQUE,
in the City of Dubuque, Iowa
FOR THE VACATION OF A 20' ALLEY BETWEEN
TOLEDO ST. & WALKER ST. AND BETWEEN LOTS
521-526 & LOTS 527-532 OF NORTH DUBUQUE,
IN THE CITY OF DUBUQUE, IOWA

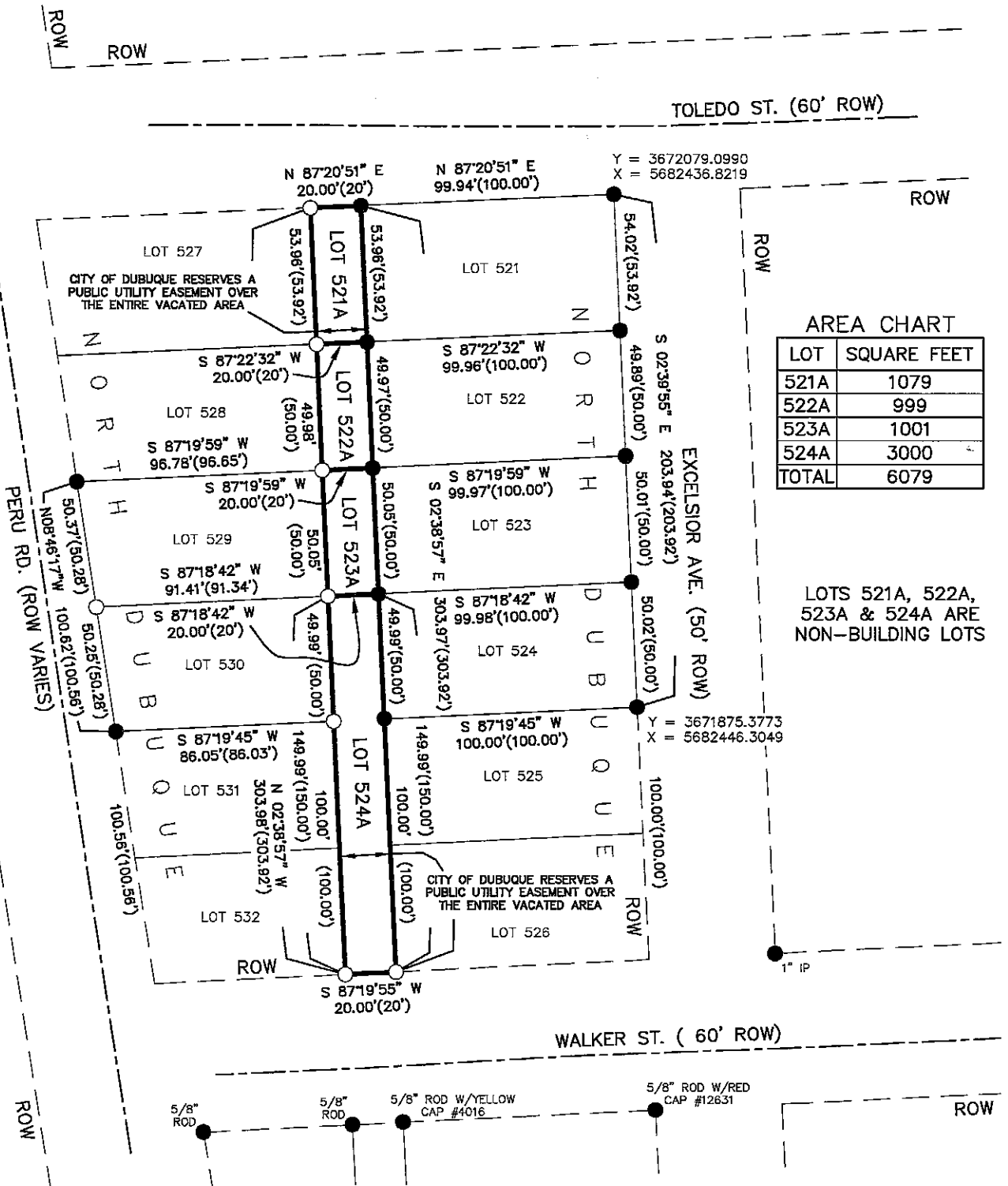
INDEX LEGEND

Location: Lots 521A, 522A, 523A & 524A of North Dubuque, in the City of Dubuque, Iowa
NW1/4 of Section 12, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Luke Hoffmann
Proprietor of Vacated 20' Alley: City Of Dubuque - 50 West 13th St., Dubuque, Iowa 52001
Surveyor: Terry L. Koelker - tkoelker@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: A 20' ALLEY BETWEEN TOLEDO ST. &
WALKER ST AND BETWEEN LOTS 521-526 & LOTS 527-532 OF
NORTH DUBUQUE, IN THE CITY OF DUBUQUE, IOWA

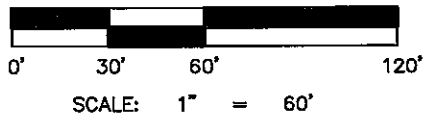


AREA CHART	
LOT	SQUARE FEET
521A	1079
522A	999
523A	1001
524A	3000
TOTAL	6079

LOTS 521A, 522A,
523A & 524A ARE
NON-BUILDING LOTS

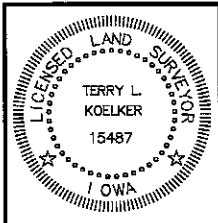
LEGEND

- FOUND 5/8" ROD W/PURPLE CAP #22021 (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY (ROW) LINE
- EXISTING CENTERLINE
- IRON PIPE
- RECORD DIMENSION



NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF PERIMETER SURVEYED IS 6,079 SQUARE FEET.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
- BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



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

TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027
SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JCH CHECKED BY: TLK
SURVEY DATE: 4/13/2026 PLOT DATE: 5/6/2026
DWG. NO. 26069-01 (VF) SCALE: 1" = 60'

SHEET 1 OF 3

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:

LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE, 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 **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa. Total area of **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE** is 6,079 square feet. Total area of **LOT 521A** is 1,079 square feet. Total area of **LOT 522A** is 999 square feet. Total area of **LOT 523A** is 1,001 square feet. Total area of **LOT 524A** is 3,000 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

 Date
 License Renewal Date: 12/31/27

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, 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. **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa to be vacated. The City of Dubuque hereby reserves a public utility easement over the entirety of said Lots 521A, 522A, 523A & 524A.

 Mayor of the City of Dubuque, IA

 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 M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad M. Cavanagh and Adrienne N. Breitfelder that the seal affixed to the above instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said Brad M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the 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

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:

LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE, 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 **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa. Total area of **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE** is 6,079 square feet. Total area of **LOT 521A** is 1,079 square feet. Total area of **LOT 522A** is 999 square feet. Total area of **LOT 523A** is 1,001 square feet. Total area of **LOT 524A** is 3,000 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

 Date
 License Renewal Date: 12/31/27

Owner's Consent

Dubuque, Iowa _____, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, 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. **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE**, in the City of Dubuque, Iowa to be vacated. The City of Dubuque hereby reserves a public utility easement over the entirety of said Lots 521A, 522A, 523A & 524A.

 Mayor of the City of Dubuque, IA

 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 M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said Brad M. Cavanagh and Adrienne N. Breitfelder that the seal affixed to the above instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said Brad M. Cavanagh is the Mayor and Adrienne N. Breitfelder is the 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
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road

SUMMARY: City Manager recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.
RESOLUTION Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, L.L.C.

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

ATTACHMENTS:

1. MVM Memo Agreement with Kellhoff Properties, LLC for the Vacation and Sale of the Alley Right of Way adjacent to Property at 3860 Peru Road
2. 1 Staff Memo approve kellhoff agreement
3. 2 Resolution Approving kellhoff Agreement
4. 3 kellhoff agreement binder 04082026 SIGNED

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

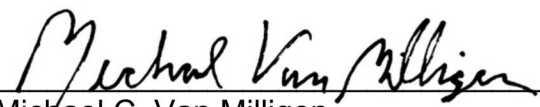
DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

The City of Dubuque has entered into an agreement with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

DATE: April 8, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

DISCUSSION

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is \$8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

A copy of the agreement executed by Kellhoff is attached.

RECOMMENDATION

I recommend that the City approve the Agreement for the vacation and sale of certain alley right of way adjacent to the Kellhoff property at 3860 Peru Road per the terms of the attached Agreement.

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. 123-26

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND KELLHOFF PROPERTIES, L.L.C.

Whereas, Kellhoff Properties, L.L.C. (Kellhoff) owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property, in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed Alley Right of Way vacation as set forth herein; and

Whereas, a copy of the Agreement is attached hereto; and

Whereas, Kellhoff has executed the Agreement.

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

Passed, approved, and adopted this 20th day of April, 2026.


Brad M. Cavanagh, Mayor

Attest:


Trish L. Gleason, Assistant City Clerk

**AGREEMENT
BETWEEN
KELLHOFF PROPERTIES, L.L.C.
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 14 day of April, 2026 is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Kellhoff Properties, L.L.C. (Kellhoff), an Iowa Limited Liability Company.

Whereas, Kellhoff owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property , in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed right of way vacation as set forth herein.

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

SECTION 1. CITY RESPONSIBILITIES.

1. City will vacate and sell the Alley Right of Way, being approximately 6,000 sq. ft. in area, as shown on the attached Exhibit A, for \$8,790.00.
2. City will reserve a public utility easement over the entirety of the Alley Right of Way. This easement will preclude the placement of any buildings or structures on the vacated right-of-way in order to allow for maintenance or replacement of existing or future utilities in the area.
3. City will upon receipt of the plat of survey of the area proposed to be vacated, take the request to the City Council to be set for a public hearing and formal approval.
4. City will after the public hearing approval by the City Council and receipt of the publication and filing fees, execute a Quit Claim Deed to Kellhoff for the vacated property and record the deed.

SECTION 2. KELLHOFF RESPONSIBILITIES.

1. Kellhoff will submit a request to vacate in writing to: The Honorable Mayor and City Council at 50 West 13th Street, Dubuque, Iowa, with reasons for the proposed vacating and a sketch or plat of the area to be vacated.
2. Kellhoff will purchase the vacated right of way area for the amount of \$8,790.00 plus all applicable publication and filing fees.
3. Kellhoff will have a plat of survey prepared at Kellhoff's expense by a Licensed Land Surveyor. This will show the boundaries of the proposed vacating and assign a legal description to the property.
4. Kellhoff will provide written consent for the vacation and sale by all affected private property owners, as determined by the City Engineer.

SECTION 3. NOTICES.

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

If to Developer: Luke D. Hoffmann
 500 Westover Dr. #34567
 Sanford, NC 27330

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 Kellhoff, 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 permission of the City. Such written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

5.6 This agreement is subject to approval by the City Council of Dubuque, Iowa.

CITY OF DUBUQUE, IOWA

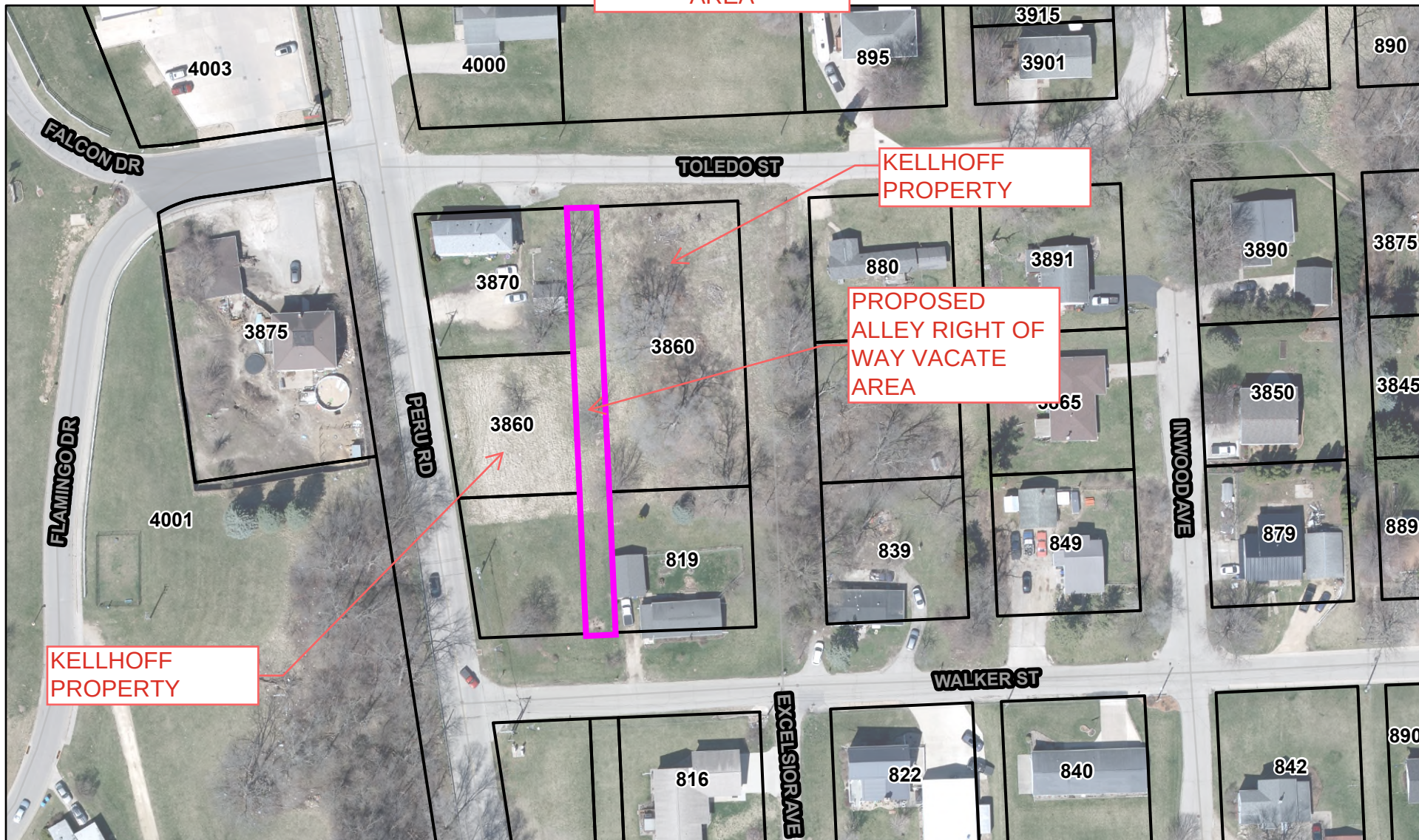
KELLHOFF PROPERTIES, L.L.C.

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

By: [Signature]
Luke D. Hoffmann
Authorized Representative

EXHIBIT A

EXHIBIT A
ALLEY RIGHT OF
WAY VACATION
AREA



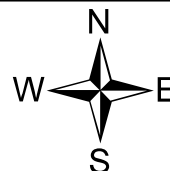
KELLHOFF
PROPERTY

KELLHOFF
PROPERTY

PROPOSED
ALLEY RIGHT OF
WAY VACATE
AREA

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 100 feet
0 50 100
Feet



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

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa will hold a public hearing on the 1st day of June, 2026 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to vacate and convey an alley right of way over the following described real property to Kellhoff Properties :

All of the 20' Alley between Toledo Street and Walker Street and between Lots 521 thru 526 and Lots 527 thru 532 of North Dubuque, in the City of Dubuque, Iowa, known as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa

At the meeting, the City Council will receive in-person and virtual comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

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 received by the City Clerk's Office before said time of public hearing.

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 18th day of May, 2026

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Petition to Vacate Certain Street Right of Way Easements in Julien Addition, from Property Owners Reiss and Blong, Fondell and Hemesath
SUMMARY:	City Manager recommending City Council set a public hearing for June 1, 2026, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street), Thomas J. and Jean M. Fondell (of common address 2570 Shiras Avenue), and Ross G. and Julie A. Hemesath (of common address 2630 Shiras Avenue) for the vacating of certain street right of way easements in Julien Addition, in the City of Dubuque, Iowa. RESOLUTION Intent to Vacate and Dispose of City Interest in Certain Street Easements in Julien Addition, City of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo
2. 1 hemesath courtland st ease vacate memo set PH
3. 2 Resolution of Intent to Vacate hemesath courtland st ease vacate
4. 3 Exhibit A hemesath row ease area to be vacated
5. 4 EXHIBIT B LEGAL DESCRIPTION OF RIGHT OF WAY AREA HEMESATH
6. 5A hemesath consent signed
7. 5B fondell consent signed
8. 5C reiss blong consent signed
9. 6 cc area map hemesath courtland street
10. 7 Notice_of_Public_Hearing_hemesath courtland street ease vacate

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing - Petition to Vacate Certain Street Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa
For Vacating Petition from Property Owners Reiss and Blong, Fondell, and Hemesath

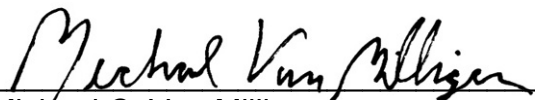
DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing for June 1, 2026, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street), Thomas J. and Jean M. Fondell (of common address 2570 Shiras Avenue), and Ross G. and Julie A. Hemesath (of common address 2630 Shiras Avenue) for the vacating of certain street right of way easements in Julien Addition, in the City of Dubuque, Iowa.

Per the attached vacation petition letter from property owners Reiss and Blong, Fondell, and Hemesath, the owners are requesting that the city vacate the existing city street right of way easements so that they have free and clear use of the land.

The areas to be vacated will not affect other adjacent landowners as Reiss and Blong, Fondell, and Hemesath own the property on both sides of the right of ways and the subject right of way areas are inaccessible to the neighboring property owners due to extremely steep topography. The city has no plans to open or improve said street and has agreed to vacate the right of way easements at no cost to Reiss and Blong, Fondell, and Hemesath. Reiss and Blong, Fondell, and Hemesath will be responsible for all costs for publication and filing fees.

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Setting a Public Hearing - Petition to Vacate Certain Street Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa
For Vacating Petition from Property Owners Reiss and Blong, Fondell, and Hemesath

DATE: May 6, 2026

INTRODUCTION

This memorandum requests the City Council set a public hearing for June 1st, 2026 in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street), Thomas J. and Jean M. Fondell (of common address 2570 Shiras Avenue), and Ross G. and Julie A. Hemesath (of common address 2630 Shiras Avenue) for the vacating of certain street right of way easements in Julien Addition, in the City of Dubuque, Iowa.

BACKGROUND

Per the attached vacation petition letter from property owners Reiss and Blong, Fondell, and Hemesath, the owners are requesting that the city vacate the existing city street right of way easements so that they have free and clear use of the land.

The areas to be vacated will not affect other adjacent landowners as Reiss and Blong, Fondell, and Hemesath own the property on both sides of the right of ways and the subject right of way areas are inaccessible to the neighboring property owners due to extremely steep topography. The city has no plans to open or improve said street and has agreed to vacate the right of way easements at no cost to Reiss and Blong, Fondell, and Hemesath. Reiss and Blong, Fondell, and Hemesath will be responsible for all costs for publication and filing fees.

DISCUSSION

The attached Exhibits A and B show the street right of way easements proposed to be vacated.

RECOMMENDATION

I am recommending that a public hearing should be held on June 1st, 2026, for the vacation of and disposal of city interest in the street right of way easements as shown and described in Exhibits A and B attached.

ACTION TO BE TAKEN

I respectfully request that the City Council set a public hearing for June 1st, 2026 for the vacation of and disposal of city interest in certain street right of way easements in Julien Addition, in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, CEIII, PE/PLS

RESOLUTION NO. -26

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN CERTAIN STREET EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA

Whereas, in circa 1865 the Final Plat of Julien Addition in the City of Dubuque, Iowa, was recorded in page Q-76 of Deeds in the Dubuque County Recorder's Office; and

Whereas, upon said plat the owners dedicated the streets and alley right of ways as shown on said plat to the public. Said plat grants to the public easements for street purposes only and specifies that the fee ownership of the lands under the streets belongs to the adjacent lot owners; and

Whereas, Elaine Reiss and Doug Blong (Reiss and Blong) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

LOTS 165, 166, 167, and 168 IN JULIEN ADDITION
and;

Whereas, Thomas J. and Jean M. Fondell (Fondell) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

LOTS 169 and 170 IN JULIEN ADDITION
and;

Whereas, Ross G. and Julie A. Hemesath (Hemesath) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

LOTS 142, 143, and 144 IN JULIEN ADDITION
and:

Whereas, Reiss and Blong, Fondell, and Hemesath have petitioned the City to vacate and dispose of its interest in said street right of way easements adjacent to their property described above as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B.

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

Section 1. That the City of Dubuque intends to vacate and dispose of its interest in the street right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa.

Section 2. That a public hearing on the intent to vacate and dispose of all City interest in the street and alley right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa, is hereby set for the 1st day of June, 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 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

EXHIBIT A - COURTLAND STREET RIGHT OF WAY EASEMENT VACATION AREA

STREET RIGHT OF
WAY EASEMENT
VACATION AREA

Mem. The Streets are 66 feet wide & the alleys 16 1/2 feet wide. It was originally intended to have an alley where Union Street is now placed, & the Streets which cross the South boundary of the Lots 208 to 220 are 16 1/2 feet further South than they should be.

The undersigned the Proprietors of the S.W. 1/4 of N.W. 1/4 and N.E. 1/4 of S.W. 1/4 of Section 36 Township 29 North of Range 3 East hereby subdivide the same into Town Lots under the Name of Julian Addition and hereby dedicate the Streets and Alleys to the public for Street purposes, but for such only, the title to the soil in the Streets and Alleys to belong to the owners of the lots adjoining respectively. The land laid out for Streets surrounding this tract is given to the public only on condition that the adjoining owners give a similar dedication.

D. A. Mahoney
James M. McKinlay
Smith, McKinlay & Poor
Matthias Ham
Wm. Lawther



State of Iowa
Dubuque County

On this 7th day of April 1856 before me, a notary public of Iowa, in and for said county, in person came D. A. Mahoney, James M. McKinlay, Matthias Ham & Wm. Lawther who are personally known to me to be the identical persons whose names are affixed to this plat, and they severally acknowledged that the disposition of the lands as shown by this map, is in full and free consent & in accordance with their desire. In witness whereof I have signed my name and affix my notarial seal.

G. Robinson, Notary Public

It is ordered that this plat be recorded. Witness my hand & the county seal
J. Hempstead
County Judge of Dubuque County.



EXHIBIT B

LEGAL DESCRIPTION FOR STREET AND ALLEY RIGHT OF WAY EASEMENT VACATION AREA

ALL THAT PART OF THE COURTLAND STREET RIGHT OF WAY LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF SHIRAS AVENUE (FKA WAVERLY AVENUE) AND EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 145, IN JULIEN ADDITION, IN THE CITY OF DUBUQUE, IOWA

April 16, 2026

Ross G. and Julie A. Hemesath
2630 Shiras Ave.
Dubuque IA, 52001

RE: Right-of-Way Easement Vacating for Courtland Street, Julien Addition in
Dubuque, Iowa

Dear Ross G. and Julie A. Hemesath:

Based on your recent request, the City of Dubuque is considering the vacation and disposal of its interest in certain street right-of-way easement areas abutting your parcel as shown on the attached sketch. The adjoining property owners are being contacted with this same information. The City is currently in the process of determining if conditions are favorable for this vacation and disposal request.

This process will not affect property ownership or boundaries. The City would potentially release its interest in the existing street right of way easement. The affected property owners would be responsible for an equal portion of the processing, publication, and filing fees associated with the vacation and disposal.

Please check the corresponding statement that describes your response to the request for the area proposed to be vacated and disposed of and sign and return a copy of this letter to:

(Name) Nate Kieffer PE/PLS

(Address) City of Dubuque Engineering Dept., City of Dubuque, 50 West 13th
St. Dubuque Iowa 52001

Thank you for your attention to this matter. Feel free to contact me at: 563-589-4270 with any questions.

Sincerely,



Nate Kieffer, City of Dubuque Engineering Department

Attachment

**Proposed Vacation and Disposal of a Portion of the City Street Right of
Way Easement on Courtland Street in Julien Addition**

✓

I(we) consent to the City of Dubuque's vacation and disposal of its interest in the street right-of-way easement area abutting my property as shown on the attached sketch.

I(we) do not consent to the City of Dubuque's vacation and disposal of its interest in the street right-of-way easement area abutting my property as shown on the attached sketch.

Ross G. Hemesath
Printed Name (Ross G. Hemesath)

2630 Shiras Ave.
Property Address

Ross Hemesath
Property Owner Signature

Julie A. Hemesath
Printed Name (Julie A. Hemesath)

2630 Shiras Ave.
Property Address

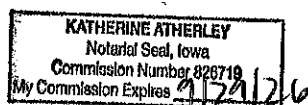
Julie Hemesath
Property Owner Signature

NOTARY PUBLIC

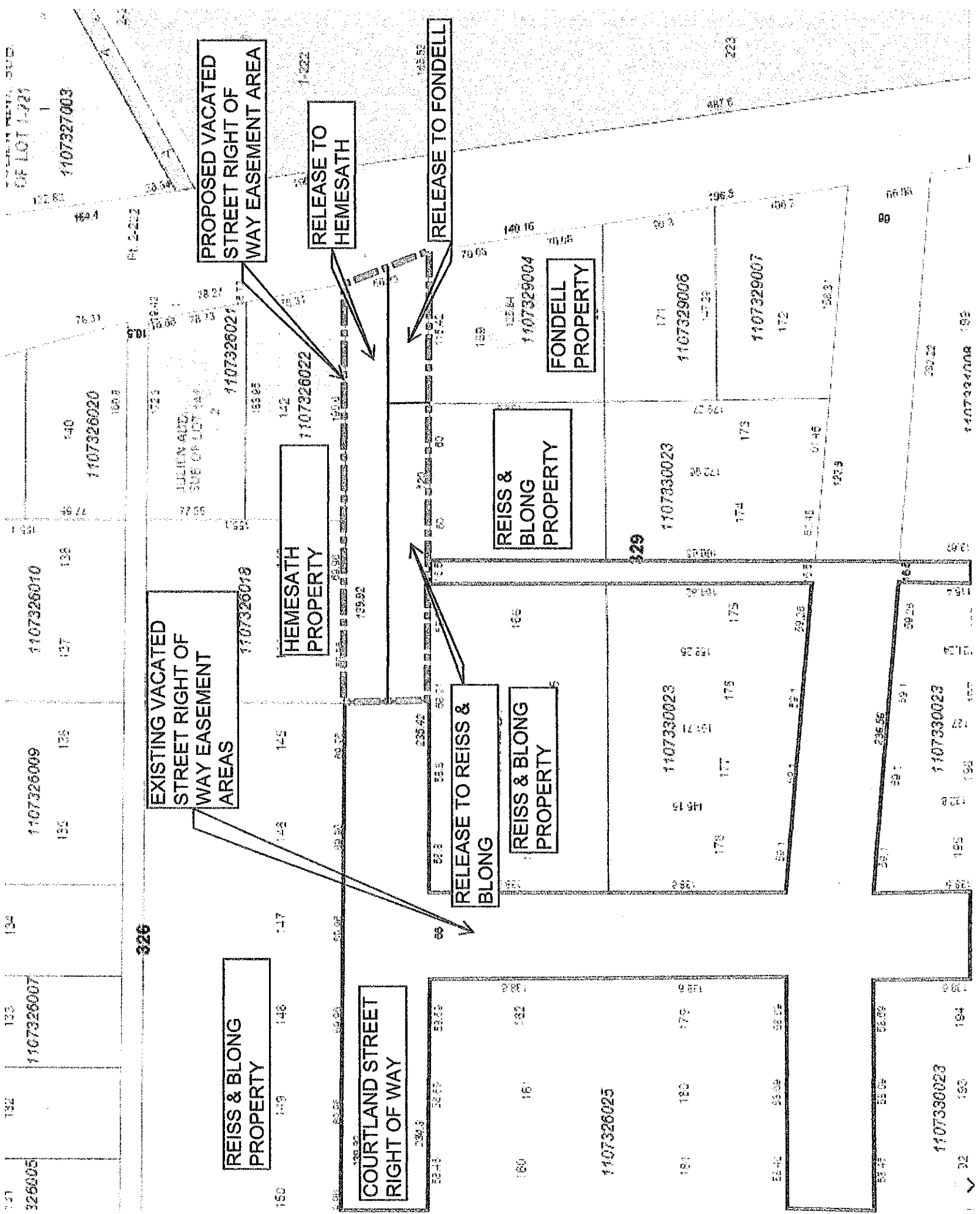
STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 21 day of April, A.D., 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ross Hemesath and Julie Hemesath to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.



Katherine Atherley
Notary Public In and For Said State



April 16, 2026

Thomas J. and Jean M. Fondell
2570 Shiras Ave.
Dubuque IA, 52001

RE: Right-of-Way Easement Vacating for Courtland Street, Julien Addition in Dubuque, Iowa.

Dear Thomas J. and Jean M. Fondell:

Based on a recent request by Ross G. and Julie A. Hemsath of 2630 Shiras Avenue, the City of Dubuque is considering the vacation and disposal of its interest in certain street right-of-way easement areas abutting your parcel as shown on the attached sketch. The adjoining property owners are being contacted with this same information. The City is currently in the process of determining if conditions are favorable for this vacation and disposal request.

This process will not affect property ownership or boundaries. The City would potentially release its interest in the existing street right of way easement. The affected property owners would be responsible for an equal portion of the processing, publication, and filing fees associated with the vacation and disposal.

Please check the corresponding statement that describes your response to the request for the area proposed to be vacated and disposed of and sign and return a copy of this letter to:

(Name) Nate Kieffer PE/PLS

(Address) City of Dubuque Engineering Dept., City of Dubuque, 50 West 13th St. Dubuque Iowa 52001

Thank you for your attention to this matter. Feel free to contact me at: 563-589-4270 with any questions.

Sincerely,



Nate Kieffer, City of Dubuque Engineering Department

Attachment

**Proposed Vacation and Disposal of a Portion of the City Street Right of
Way Easement on Courtland Street in Julien Addition**

X I (we) consent to the City of Dubuque's vacation and disposal of its
interest in the street right-of-way easement area abutting my
property as shown on the attached sketch.

_____ I (we) do not consent to the City of Dubuque's vacation and
disposal of its interest in the street right-of-way easement area
abutting my property as shown on the attached sketch.

Thomas J. Fondell
Printed Name (Thomas J. Fondell)

2570 Shiras Ave.
Property Address

Thomas J. Fondell
Property Owner Signature

Jean M. Fondell
Printed Name (Jean M. Fondell)

2570 Shiras Ave.
Property Address

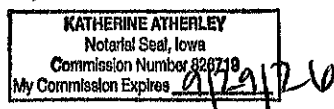
Jean M. Fondell
Property Owner Signature

NOTARY PUBLIC

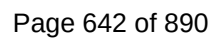
STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 21 day of April, A.D., 2026 before me, the undersigned,
a Notary Public in and for said County, in said State, personally appeared
Thomas Fondell and Jean Fondell to me known to be the
identical person(s) named in and who executed the within and foregoing
instrument, to which this is attached, and acknowledged that they executed the
same as their voluntary act and deed.



Katherine Atherley
Notary Public In and For Said State



April 16, 2026

Elaine L. Reiss and Douglas S. Blong
2501 Harriet Street
Dubuque IA, 52001

RE: Right-of-Way Easement Vacating for Courtland Street, Julien Addition in Dubuque, Iowa.

Dear Elaine L. Reiss and Douglas S. Blong:

Based on a recent request by Ross G. and Julie A. Hemsath of 2630 Shiras Avenue, the City of Dubuque is considering the vacation and disposal of its interest in certain street right-of-way easement areas abutting your parcel as shown on the attached sketch. The adjoining property owners are being contacted with this same information. The City is currently in the process of determining if conditions are favorable for this vacation and disposal request.

This process will not affect property ownership or boundaries. The City would potentially release its interest in the existing street right of way easement. The affected property owners would be responsible for an equal portion of the processing, publication, and filing fees associated with the vacation and disposal.

Please check the corresponding statement that describes your response to the request for the area proposed to be vacated and disposed of and sign and return a copy of this letter to:

(Name) Nate Kieffer PE/PLS

(Address) City of Dubuque Engineering Dept., City of Dubuque, 50 West 13th St. Dubuque Iowa 52001

Thank you for your attention to this matter. Feel free to contact me at: 563-589-4270 with any questions.

Sincerely,



Nate Kieffer, City of Dubuque Engineering Department

Attachment

**Proposed Vacation and Disposal of a Portion of the City Street Right of
Way Easement on Courtland Street in Julien Addition**

X I(we) consent to the City of Dubuque's vacation and disposal of its
interest in the street right-of-way easement area abutting my
property as shown on the attached sketch.

_____ I(we) do not consent to the City of Dubuque's vacation and
disposal of its interest in the street right-of-way easement area
abutting my property as shown on the attached sketch.

Elaine L. Reiss
Printed Name (Elaine L. Reiss)

2501 Harriet Street
Property Address

Elaine Reiss
Property Owner Signature

Douglas S. Blong
Printed Name (Douglas S. Blong)

2501 Harriet Street
Property Address

D. S. Blong
Property Owner Signature

NOTARY PUBLIC

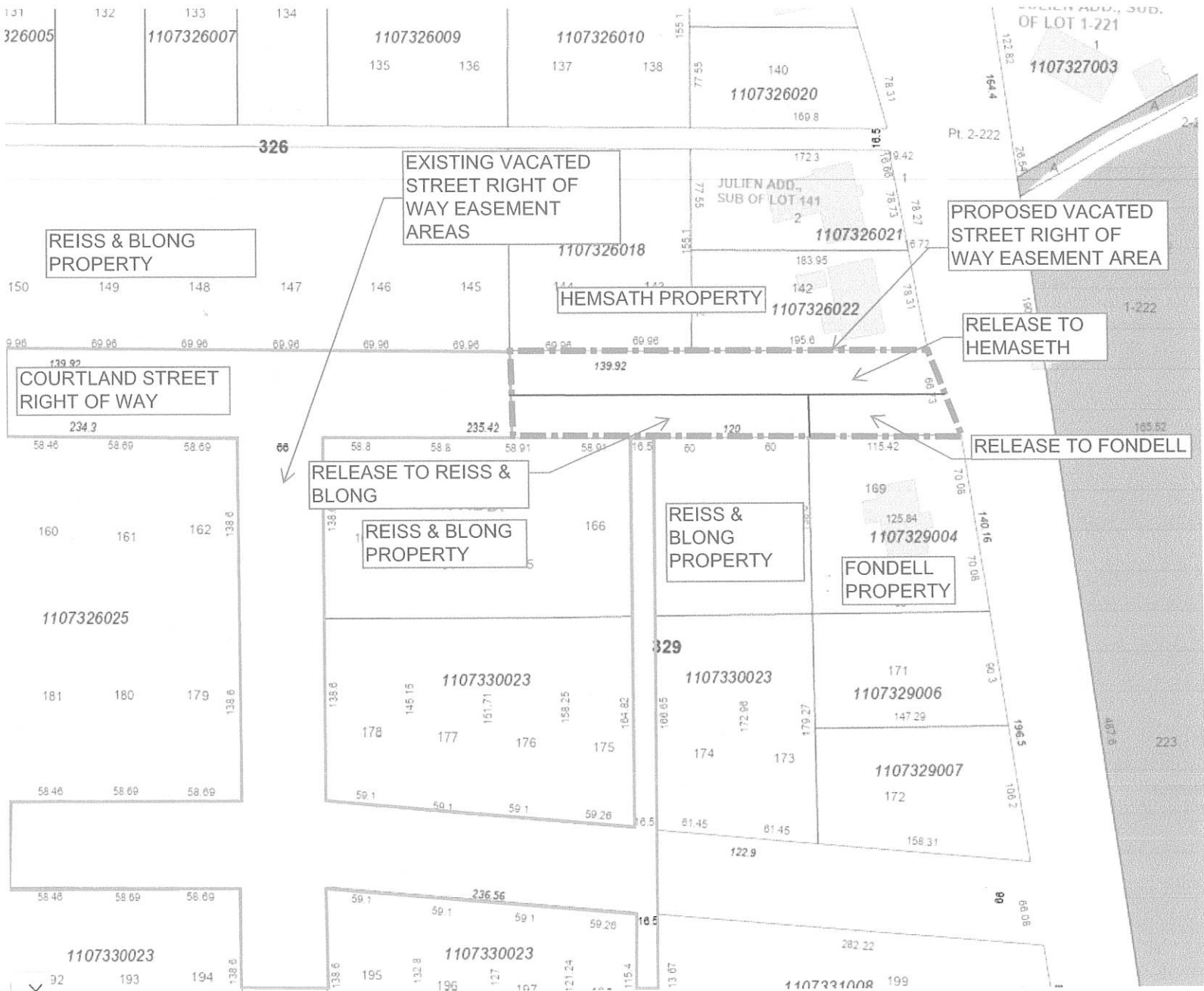
STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

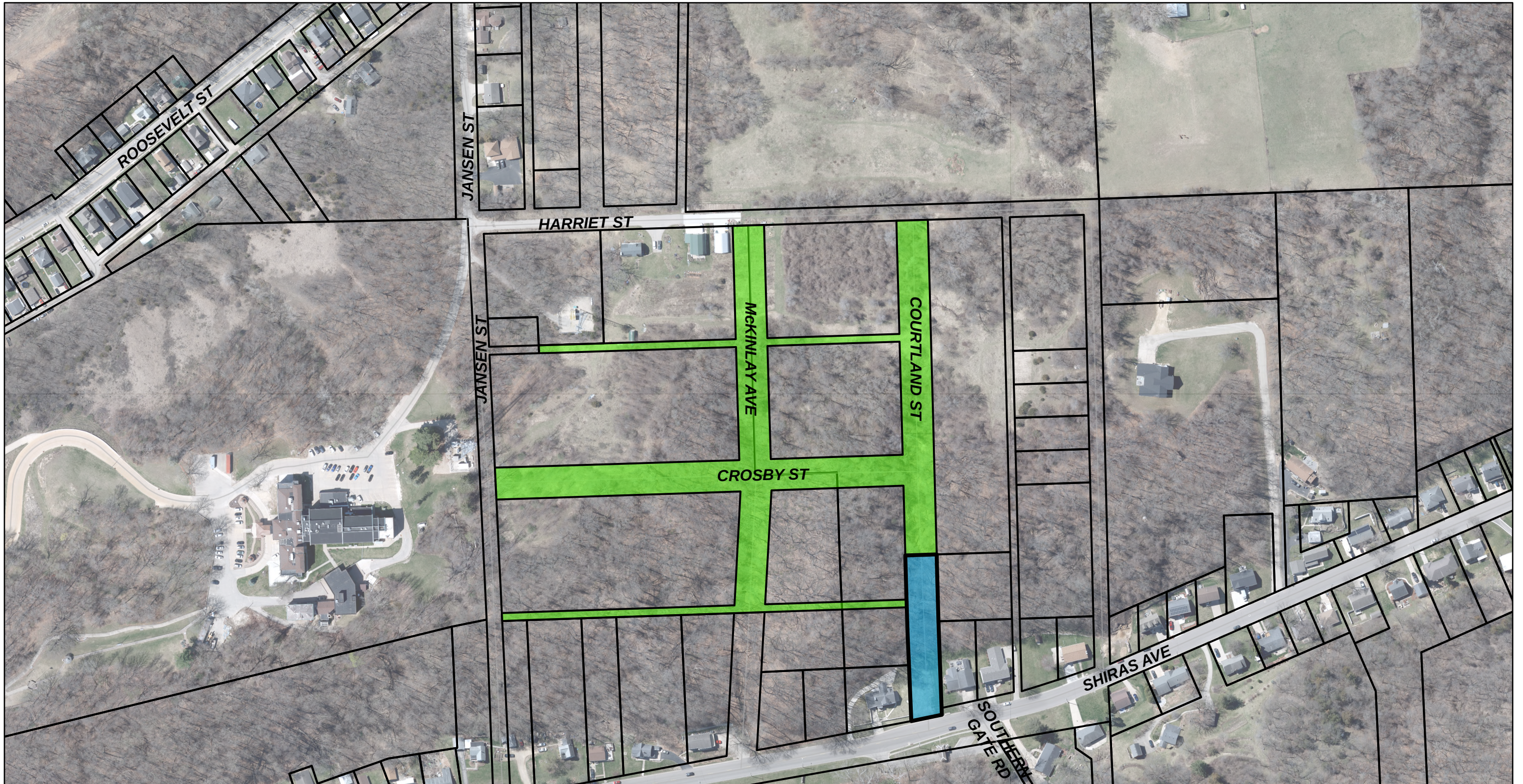
On this 20th day of April, A.D., 2026 before me, the undersigned,
a Notary Public in and for said County, in said State, personally appeared
Elaine L. Reiss and Douglas S. Blong to me known to be the
identical person(s) named in and who executed the within and foregoing
instrument, to which this is attached, and acknowledged that they executed the
same as their voluntary act and deed.

Sonya Steffen
Notary Public In and For Said State

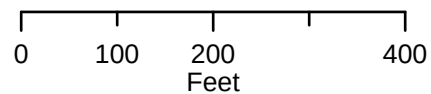




Area Map



1 inch equals 200 feet



PropertyType

- Previously Vacated Street & Alley
- Right-of-Way Easement (2025)
- Street Right-of-Way Easement to be Vacated

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

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa will hold a public hearing on the 1st day of June, 2026 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to vacate and dispose of its interest in certain street right of way easements in Julien Addition to the City of Dubuque, said real property is more particularly described as follows:

ALL THAT PART OF THE COURTLAND STREET RIGHT OF WAY LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF SHIRAS AVENUE (FKA WAVERLY AVENUE) AND EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 145, IN JULIEN ADDITION, IN THE CITY OF DUBUQUE, IOWA

At the meeting, the City Council will receive in-person and virtual 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://cityofdubuke.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuke.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuke.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 received by the City Clerk's Office before said time of public hearing.

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@cityofdubuke.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 18th day of May 2026.

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
SUMMARY:	City Manager recommending City Council grant preliminary approval of the construction plans and specifications; and establish June 1, 2026, as the date of the public hearing; estimated construction amount \$297,082.25; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project . RESOLUTION Asbury, Carter, and Chaney Traffic Signal Improvement Project, Preliminary Approval of Plans, Specifications, form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
2. 2026-05-18 Asbury Carter Chaney Traffic Signal Improvement Project - Initiate Bidding Set PH
3. 2026-05-18 Asbury, Carter & Chaney Traffic Signal Improvement Project - Council Initiate Set PH RESOLUTION
4. 2026-05-18 Asbury Carter Chaney Traffic Signal Improvement Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

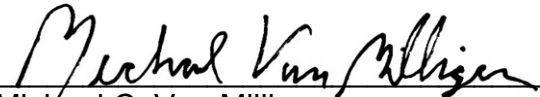
DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council grant preliminary approval of the construction plans and specifications; and establish June 1, 2026, as the date of the public hearing; estimated construction amount \$297,082.25; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project through adoption of the attached resolution.

The Asbury, Chaney & Carter Traffic Signal Improvement Project will provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of existing signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

With the installation of the mast arms at both intersections along Asbury Road the traffic signals will allow for protected left turn movements and then switch to a permissive left turn movement; by allowing both options making left turns off Asbury at these signals will be easier and safer. The signals will only be connected back to the Traffic Operations Center via fiber for control and coordination of the signals. By coordinating the signals together, the signals will operate more efficiently.

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
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 11, 2026

RE: Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

INTRODUCTION

This memorandum requests the City Council approval and authorizes the initiation of the public improvement construction bidding process and set a public hearing date for June 1, 2026 for the Asbury, Carter & Chaney Traffic Signal Improvement Project and initiate the public bidding process.

BACKGROUND

The traffic cabinet at Asbury – Carter intersection was damaged in 2024 and remained in red flash for several months because the underground conduit had deteriorated to the point that the old wire could not be removed. Because of this issue the City decided to make changes to the intersection to prepare for this mast arm project. The following items were completed in 2024 to get the intersection operational: new traffic cabinet, battery backup system, conduit and wiring were installed. With all these items completed and able to be reused this makes adding the mast arms and ADA ramps easier at this intersection.

Asbury and Chaney have the same issues that Asbury and Carter had with deteriorated conduit and issues with detection loops in the roadway. Because of these issues Asbury – Chaney intersection will need to be reconstructed as well.

DISCUSSION

The Asbury, Chaney & Carter Traffic Signal Improvement Project will provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of existing signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

With the installation of the mast arms at both intersections along Asbury Road the traffic signals will allow for protected left turn movements and then switch to a permissive left turn movement; by allowing both options making left turns off Asbury at these signals will be easier and safer. The signals will only be connected back to the Traffic Operations Center via fiber for control and coordination of the signals. By coordinating the signals together, the signals will operate more efficiently.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	May 18, 2026
Publish Notice to Bidders, Advertise for Bids	May 22, 2026
Notice of Public Hearing on Plans and Specs	May 22, 2026
Public Hearing on Plans and Specs	June 1, 2026
Receipt of Bid Proposals	June 4, 2026
Award Construction Contract	June 15, 2026
Completion Date	October 2, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Asbury, Carter & Chaney Traffic Signal Improvement Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	\$ 297,082.25
Contingency	\$ 44,562.34
Engineering Design and Administration	\$ 51,246.69
Total Project Cost	\$ 392,891.27

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5524000008	Traffic Signal Intersection Recon	\$ 188,949.00
5524000004	Traffic Signal Mastarm Retro	\$ 128,956.91
5524000006	Traffic Signal Conduit Replacement	\$ 74,985.36
Total Construction Project Funding		\$ 392,891.27

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish June 1, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project through adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

RESOLUTION NO. ____ -26

ASBURY, CARTER, AND CHANEY TRAFFIC SIGNAL IMPROVEMENT PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

WHEREAS, the Asbury, Carter & Chaney Traffic Signal Improvement Project will include provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

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

The proposed plans, specifications, form of contract and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project in the estimated construction amount \$297,082.25, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 1st day of June, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Asbury, Carter & Chaney Traffic Signal Improvement Project, is hereby ordered to be advertised for bids for construction.

The amount of security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published

on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 4th day of June, 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 15th day of June, 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 1st day of June, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hear the plans, specifications, form of contract and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

Scope of project: Asbury, Carter & Chaney Traffic Signal Improvement Project will provide for following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

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 18th day of May 2026.

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE: Southwest Arterial / US 52 ITS Corridor Project Initiate Public Bidding Process and Setting Date for a Public Hearing

SUMMARY: City Manager recommending City Council grant preliminary approval of the construction plans and specifications; estimated construction amount of \$1,791,400.00 and establish June 1, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Southwest Arterial / US 52 ITS Corridor Project.
RESOLUTION Southwest Arterial / Us 52 Its Corridor Project, Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo Southwest Arterial _ US 52 ITS Corridor Project Initiate Public Bidding Process and Set Date for PH
2. SW Arterial ITS Corridor Project - Initiate Bid Set PH Staff MEMO
3. SW Arterial ITS Corridor Project - Council Initiate Set PH RESOLUTION
4. SW Arterial ITS Corridor Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Southwest Arterial / US 52 ITS Corridor Project Initiate Public Bidding
Process and Setting Date for a Public Hearing
Iowa DOT Project No. ITS-032-1 (51)--25-31
Project No. 5521000033

DATE: May 14, 2026

City Engineer Gus Psihoyos is recommending City Council grant preliminary approval of the construction plans and specifications; estimated construction amount of \$1,791,400.00 and establish June 1, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Southwest Arterial / US 52 ITS Corridor Project through adoption of the attached resolution.

The Southwest Arterial / US 52 ITS Corridor Project will provide for the installation and integration of Intelligent Transportation System infrastructure throughout the Southwest Arterial corridor. Improvements are anticipated to include fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs, associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency.

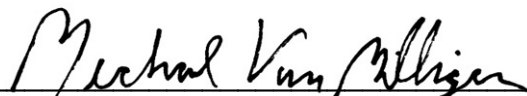
The project includes a base bid and two alternate bid packages that provide flexibility in construction implementation depending on final project costs and available funding. The project generally consists of installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

The project will improve the City's ability to monitor and manage traffic operations along the Southwest Arterial corridor and provide enhanced communication and coordination between field devices and the City's Traffic Operations Center. The improvements are also intended to support regional mobility, traveler information, incident response, and future smart transportation initiatives.

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5521000033	City - SW Arterial ITS Corridor	\$ 123,000.00
	Iowa DOT - Partnership Funding	1,900,000.00
5524000020	City Furnished Materials already acquired	277,600.00
5524000019	Broadband Acceleration and Universal Access	185,000.00
5575000002	INET Fiber Replacement Buildout	125,000.00
5524000016	Street Camera Installation	33,100.00
Total Construction Project Funding		\$ 2,643,700.00

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Dave Ness, Civil Engineer III
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: May 13, 2026
SUBJECT: Southwest Arterial / US 52 ITS Corridor Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Iowa DOT Project No. ITS-032-1 (51)--25-31
Project No. 5521000033

INTRODUCTION

This memorandum requests the City Council approval and authorizes the initiation of the public improvement construction bidding process and sets a public hearing date for June 1, 2026, for the Southwest Arterial / US 52 ITS Corridor Project.

BACKGROUND

In April 2020, the City of Dubuque and the Iowa Department of Transportation entered into a Cooperative Funding Agreement (Agreement No. 2020-16-033A) for the development and implementation of an Intelligent Transportation System (ITS) along the U.S. 52 / Southwest Arterial Corridor. The project corridor extends from U.S. 20 to U.S. 61/151 and includes the deployment of fiber optic communications infrastructure, traffic cameras, sensors, dynamic message signs (DMS), and other ITS-related technologies.

In January 2022, the Cooperative Funding Agreement was amended to increase Iowa DOT participation due to increased costs associated with fiber optic cable and ITS equipment. Under the agreement, the City is responsible for the design, construction, operation, and maintenance of the ITS system, including fiber optic communications infrastructure with reserved fiber strands for Iowa DOT use.

The project has continued through design and coordination efforts between the City, Iowa DOT, and project consultants in preparation for implementation of the corridor ITS improvements.

DISCUSSION

The Southwest Arterial / US 52 ITS Corridor Project will provide for the installation and integration of Intelligent Transportation System infrastructure throughout the Southwest Arterial corridor. Improvements are anticipated to include fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs, associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency.

The project includes a base bid and two alternate bid packages that provide flexibility in construction implementation depending on final project costs and available funding. The project generally consists of installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

The project will improve the City's ability to monitor and manage traffic operations along the Southwest Arterial corridor and provide enhanced communication and coordination between field devices and the City's Traffic Operations Center. The improvements are also intended to support regional mobility, traveler information, incident response, and future smart transportation initiatives.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	May 18, 2026
Publish Notice to Bidders, Advertise for Bids	May 22, 2026
Notice of Public Hearing on Plans and Specs	May 22, 2026
Public Hearing on Plans and Specs	June 1, 2026
Receipt of Bid Proposals	June 11, 2026
Award Construction Contract	June 15, 2026
Completion Date	December 1, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Southwest Arterial / US 52 ITS Corridor Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Southwest Arterial / US 52 ITS Corridor Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction - Base Bid	\$ 1,474,000.00
Construction - Bid Alternate No. 1	128,300.00
Construction - Bid Alternate No. 2	189,100.00
Construction - Bid Estimate Total	1,791,400.00
Contingency	268,800.00
Power Services Estimate	37,800.00
City Furnished Material	277,600.00
Consultant Design Services	165,000.00
Engineering Design and Administration	103,100.00
Total Project Cost	\$ 2,643,700.00

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5521000033	City - SW Arterial ITS Corridor	\$ 123,000.00
	Iowa DOT - Partnership Funding	1,900,000.00
5524000020	City Furnished Materials already acquired	277,600.00
5524000019	Broadband Acceleration and Universal Access	185,000.00
5575000002	INET Fiber Replacement Buildout	125,000.00
5524000016	Street Camera Installation	33,100.00
Total Construction Project Funding		\$ 2,643,700.00

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish June 1, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Southwest Arterial / US 52 ITS Corridor Project through adoption of the attached resolution.

Prepared by Dave Ness, Civil Engineer III

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

F:\PROJECTS\SOUTHWEST ARTERIAL\ITS Corridor\Council and Staff\Initiate

RESOLUTION NO. _____ -26

SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

WHEREAS, the Southwest Arterial / US 52 ITS Corridor Project will provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency; and

WHEREAS, the project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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

The proposed plans, specifications, form of contract, and estimated cost for the Southwest Arterial / US 52 ITS Corridor Project, in the estimated construction amount of \$1,791,400.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 1st day of June, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers, 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract, and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Southwest Arterial / US 52 ITS Corridor Project is hereby ordered to be advertised for bids for construction.

The amount of security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided by publishing the Notice to Bidders on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen nor more than forty-five days before the date for filing bids before 2:00 p.m. on the 11th day of June, 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 15th day of June, 2026, in the Historic Federal Building Council Chambers, 350 W. 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 1st day of June, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hear the plans, specifications, form of contract and estimated cost for the Southwest Arterial / US 52 ITS Corridor Project.

Scope of project: provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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 18th day of May 2026.

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE:	North Schmitt Island Collection System Project Contract 2
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for June 1, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$155,000.00 for the North Schmitt Island Collection System Project – Contract #2 RESOLUTION North Schmitt Island Collection System Project – Contract #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
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo North Schmitt Island Collection System Project – Contract #2 Contracting Services
2. 2025-07-15_SchmittIslandSan-Contract2-InitiateMemo
3. SchmittIslandSan-Contract2 - Council Initiate Set PH RESOLUTION
4. SchmittIslandSan-Contract2 - Notice of Hearing

TO: The Honorable Mayor and City Council Members

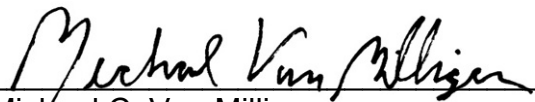
FROM: Michael C. Van Milligen, City Manager

SUBJECT: North Schmitt Island Collection System Project – Contract #2
Contracting Services [CIP# 5581500049]

DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for June 1, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$155,000.00 for the North Schmitt Island Collection System Project – Contract #2 through the adoption of the attached resolution.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Nathan Steffen, Civil Engineer
Todd Irwin, Water Resources Project Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 12, 2026

SUBJECT: North Schmitt Island Collection System Project – Contract #2
Contracting Services [CIP# 5581500049]

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on June 1, 2026, for the North Schmitt Island Collection System Project – Contract #2.

BACKGROUND

The City of Dubuque in conjunction with the Dubuque Racing Association (DRA) and community participants have worked diligently for years to procure a Chaplain Schmitt Island Master Plan and Schmitt Island Placemaking & Implementation Plan. The goals of the plan were largely recreationally focused and included connecting and expanding access to the riverfront, creation of educational opportunities on the island, highlighting the unique characteristics of the island, bringing new visitors to the island, and offering activities and events for all seasons. The City is currently working with the DRA to update the Chaplain Schmitt Island Master Plan to further pursue these goals.

With the additional anticipated developments, City Staff have investigated the public infrastructure on the Island to identify any major defects or deficiencies and to confirm there is adequate capacity to accommodate the anticipated developments. Staff have identified deficiencies within the existing sanitary sewer system, specifically for the sewer that serves the northern half of the Island. Deficiencies identified include measured excessive inflow and infiltration, pipeline sags and reversed slope failures caused by unsuitable subbase materials and limited available capacity of critical sewer assets that serve the Island.

On May 7, 2024, the City advertised a Request for Qualifications (RFQ) to retain a professional service consultant to aid the City in further evaluating the existing collection and pumping systems that transport sanitary sewage in the Dog Track Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure within the sewer service area, and to design and construct the recommended improvements.

Due to the complexity of this project, it was determined that the project will be split into

multiple task orders, with the initial task order encompassing data collection, alternatives analysis, and the stakeholder engagement process. Results of the initial task order will determine the additional design and construction related task orders required to complete the project. On December 18, 2024, the City entered into the second task order for the detailed design and bidding services phase of the project.

In August of 2025, the City completed the North Schmitt Island Collection System Project – Contract #1. This project provided for the installation of approximately 200 LF of sanitary sewer, in the area located immediately adjacent to the Key Hotel Expansion Project on the north half of Chaplain Schmitt Island.

DISCUSSION

The second task order for the design of the project is ongoing; however, the overall project construction has been postponed due to new feedback from island stakeholders. The requested design changes are substantial and prevent the project from meeting its original construction schedule and budget. As reflected in the FY 2027 budget, construction funding for the full project has been shifted to FY 2031 and the project is now planned to be funded with State Revolving Fund (SRF) financing. In the interim, the City will continue enhanced monitoring and maintenance efforts to ensure reliable service until the redesigned system is constructed.

An existing lift station on the east side of Q Casino currently serves the Island Social kitchen, the campground, and the amphitheater. This lift station has experienced operation and reliability issues. Although its replacement was originally included in the overall project, the revised construction schedule and the lift station's current condition require that it be bid as a stand-alone project.

The lift station replacement will be bid as North Schmitt Island Collection System Project – Contract #2. This project includes installation of a new lift station and approximately 100 linear feet of sanitary sewer force main located between the casino and amphitheater. The project schedule is structured to allow the contractor to complete most of the work this summer during a two-week period when no amphitheater concerts are planned.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	May 18, 2026
Publish Notice to Bidders, Advertise for Bids	May 21, 2026
Public Hearing on Plans & Specifications	June 1, 2026
Receipt of Bid Proposals (Bid-Letting)	June 4, 2026
Award Construction Contract	June 15, 2026
Substantial Project Completion Date	August 3, 2026
Final Project Completion Date	October 16, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the North Schmitt Island Collection System Project – Contract #2. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the North Schmitt Island Collection System Project – Contract #2 is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 155,000.00
Contingency	23,250.00
Engineering Design and Administration	35,000.00
Total Project Cost	<u>\$ 213,250.00</u>

The construction of the North Schmitt Island Collection System Project – Contract #2 will be covered by the funding sources as described below:

North Schmitt Island Collection System Project – Contract #1 Funding		
5581500049	Schmitt Island Sanitary Improvement (sanitary sewer construction funds)	\$ 213,250.00
Total Project Funding		<u>\$ 213,250.00</u>

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for June 1, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the North Schmitt Island Collection System Project – Contract #2 through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Nathan Steffen, Civil Engineer
Todd Irwin, Water Resources Project Supervisor

RESOLUTION NO. _____ -26

NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #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

Whereas, the North Schmitt Island Collection System Project – Contract #2 will provide for the replacement of an existing lift station and installation of approximately 100 LF of sanitary sewer force main, in the area east of the Q Casino on the north half of Chaplain Schmitt Island.

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

The proposed plans, specifications, form of contract and estimated cost for the North Schmitt Island Collection System Project – Contract #2 in the estimated construction amount of \$155,000.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 1st day of June, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The North Schmitt Island Collection System Project – Contract #2 is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 4th day of June 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 15th day of June 2026, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE: is hereby given that the Dubuque City Council will conduct a public hearing on the 1st day of June, 2026 at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the North Schmitt Island Collection System Project – Contract #2

The scope of the Project is as follows: This project provides for the replacement of an existing lift station and installation of approximately 100 LF of sanitary sewer force main, in the area east of the Q Casino on the north half of Chaplain Schmitt Island.

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 18th day of May 2026.

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 7.

ITEM TITLE:	MacHom Windows, LLC, Second Amendment Lease Agreement
SUMMARY:	City Manager recommending City Council set a public hearing on the Second Amendment for June 1, 2026, for the approval of the proposed Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC. RESOLUTION Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC, and Providing for the Publication of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 1, 2026

ATTACHMENTS:

1. MVM Memo Fix Public Hearing Date for Second Amendment to Lease Agreement MacHom Windows
2. Staff Memo MacHom Public Notice_05-12-2026
3. Resolution_MacHom Second Amendment Public Notice_05-12-2026
4. Public Notice_MacHom Lease 2nd Amendment_05-12-2026
5. Second Amendment MacHom05122026jlmFinal

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

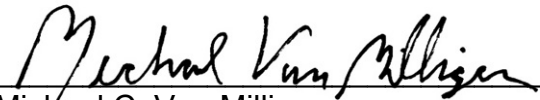
SUBJECT: Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC, and providing for the publication of notice thereof

DATE: May 13, 2026

Senior Counsel Barry Lindahl is recommending City Council sets a public hearing on the Second Amendment for June 1, 2026, for the approval of the proposed Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC.

The attached Second Amendment clarifies the legal description of the Property and extends the Term to 2051 from the original 2043 Term.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: May 18, 2026

**RE: FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL
OF THE CITY OF DUBUQUE, IOWA ON THE SECOND AMENDMENT TO LEASE
AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MACHOM
WINDOWS, LLC, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

The City of Dubuque is the owner of property on Purina Drive legally described as Lot 2 of Lot 10 and part of Lot 11 of Block 4 in Riverfront Sub. No. 2 in the City of Dubuque, Iowa (the Property).

The City and Hodge Company entered into a Lease Agreement dated June 20, 2016, for the Property. Hodge Company assigned the Lease Agreement to MacHom Windows, LLC in 2022. The First Amendment to the Lease Agreement substituted MacHom as Lessee.

The attached Second Amendment clarifies the legal description of the Property and extends the Term to 2051 from the original 2043 Term.

I recommend that the attached Resolution setting a public hearing on the Second Amendment be submitted to the City Council for consideration and adoption.

cc: Crenna Brumwell, City Attorney
Jim Bousley, Project Manager

RESOLUTION NO. ____-26

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MACHOM WINDOWS, LLC, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City is the owner of the following real property:

Lot 2 of Lot 10 and part of Lot 11 of Block 4 in Riverfront Sub. No. 2 in the City of Dubuque, Iowa

(the Property); and

WHEREAS, City, as Lessor, and Hodge Company, as Lessee, entered into a Lease Agreement dated June 20, 2016, for the Property, referred to therein as the Demised Property; and

WHEREAS, Hodge Company assigned the Lease Agreement to MacHom Windows, LLC;
and

WHEREAS, the First Amendment to the Lease Agreement substituted MacHom as Lessee; and

WHEREAS, City and MacHom desire to further amend the Lease Agreement as set forth in the attached Second Amendment to Lease Agreement; and

WHEREAS, before said Obligations may be approved, the Iowa Code 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 THAT:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by the Iowa Code of a public hearing on the City's intent to approve the Second Amendment to Lease Agreement Development Agreement by and between City of Dubuque and MacHom Windows, LLC, to be held on the 1st day of June, 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Second Amendment.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Second Amendment.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 1st day of June, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to adopt a resolution approving the Second Amendment to Lease Agreement by and between the City of Dubuque and MacHom Windows, LLC.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options.

The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

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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 18th day of May, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

**SECOND AMENDMENT
TO
LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
MACHOM WINDOWS, LLC**

This Second Amendment to the Lease Agreement, dated for reference purposes the ____ day of _____, 2026 is made and entered into by and between the City of Dubuque, Iowa (City) and MacHom Windows, LLC (MacHom).

WHEREAS, City is the owner of the following real property:

Lot 2 of Lot 10 and part of Lot 11 of Block 4 in Riverfront Sub. No. 2 in the City of Dubuque, Iowa

(the Property); and

WHEREAS, City, as Lessor, and Hodge Company, as Lessee, entered into a Lease Agreement dated June 20, 2016, for the Property, referred to therein as the Demised Property; and

WHEREAS, Hodge Company assigned the Lease Agreement to MacHom;
and

WHEREAS, the First Amendment to the Lease Agreement substituted MacHom as Lessee; and

WHEREAS, City and MacHom desire to further amend the Lease Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN CITY, AND MACHOM WINDOWS, LLC AS FOLLOWS:

SECTION 1. Section 1.1 of the Lease Agreement is amended to read as follows:

1.1 In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property shown on Exhibit A, attached hereto, legally described as follows:

Lot 2 of Lot 10 and part of Lot 11 of Block 4 in Riverfront Sub. No. 2 in the City of Dubuque, Iowa

as shown on Exhibit A attached hereto, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the Demised Premises), to have and to hold for an initial term commencing as of the 1st day of November, 2018, and ending at midnight on the 31st day of October, 2051 (the Term), subject to all of the terms, covenants, conditions and agreements contained herein.

The parties acknowledge that the legal description in the First Amendment was in error in that it included Lot 1 of Block 4 and that the foregoing legal description is correct.

SECTION 2. Section 5.1 is amended to read as follows:

5.1 Lessee agrees to pay to City as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes. This Section shall survive the termination of this Lease.

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

CITY OF DUBUQUE, IOWA

MACHOM WINDOWS, LLC

By: _____
Brad M. Cavanaugh, Mayor

By: _____
Michael McFarland, Manager

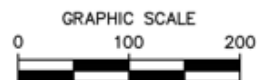
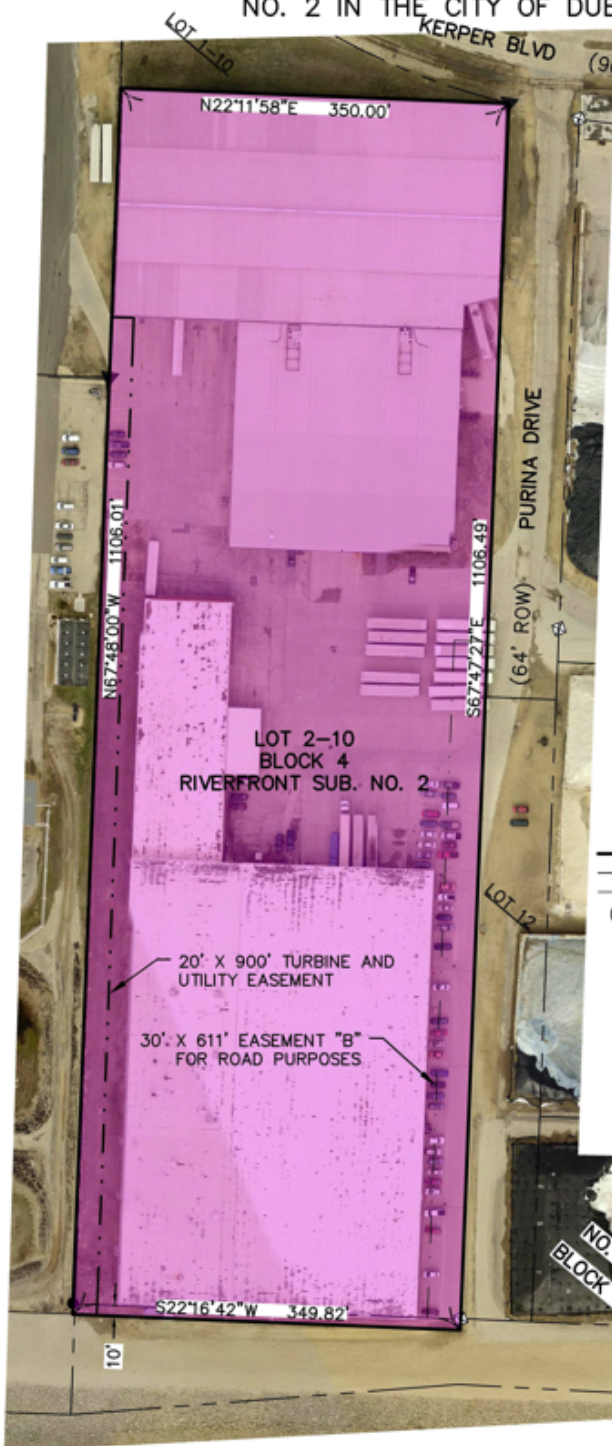
Attest:

Trish L. Gleason, Assistant City Clerk

EXHIBIT A

LEASE AREA EXHIBIT — HODGE COMPANY

LOT 2 OF LOT 10 AND PART OF LOT 11 OF BLOCK 4 IN RIVERFRONT SUB.
NO. 2 IN THE CITY OF DUBUQUE, IOWA



DRAWING MAY HAVE BEEN REDUCED

TOTAL AREA: 8.89 ACRES

LEGEND

- LEASE BOUNDARY
- - - LOT LINE
- . - . EXISTING EASEMENT
- () RECORDED AS
- FOUND 5/8" IRON REBAR WITH PLASTIC CAP & NO. AS NOTED
- FOUND 1" IRON PIPE
- ⊠ FOUND MAG NAIL
- ▲ FOUND CONCRETE MONUMENT
- ⊗ FOUND CUT "X"
- ROW RIGHT OF WAY

NOTE

THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

 iiw, P.C. INTEGRITY. EXPERTISE. SOLUTIONS. www.iiw.com • 800.556.4491		ARCHITECTURE CIVIL ENGINEERING CONSTRUCTION SERVICES ENVIRONMENTAL ENGINEERING LAND SURVEYING MUNICIPAL ENGINEERING STRUCTURAL ENGINEERING TRANSPORTATION ENGINEERING
DRAWN	BMR	PLAT NO. 34-1A-13
CHECKED	CLG	PROJ. NO. 13006-08
DATE	5-11-16	SHEET 1 of 1
\\131\006\13006-08\13006-08 DRAWINGS\SURVEY\13006-08		

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Request to Rezone 1836 Washington Street
SUMMARY:	Proof of Publication on notice of public hearing to rezone the property at 1836 Washington Street from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial 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 at 1836 Washington Street (Pin 1024259008) from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial District
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. ZAC Ltr to CC 2. Application 3. Vicinity Map 4. Notification Map 5. Staff Report 6. R-2A zoning district 7. C-4 zoning district 8. Ordinance 9. CC Presentation- REZ

May 8, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Patrick Norton, Buesing & Associates
Location: 1836 Washington Street
Description: To rezone property from R-2A Alternate Two-Family Residential to C-4
Downtown Commercial zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Pat Norton, Buesing & Associates, 1212 Locust Street, spoke on behalf of the property owner, Gary Carner. He stated that he seeks to build a contractor shop adjacent to his current shop. He clarified that the request is to rezone only the 1836 Washington property and not the adjacent property to the south. He said the new shop will be similar to the one located at 1800 Washington Street.

Staff detailed the staff report and displayed the zoning map of the area. Staff discussed the mixed zoning and land uses of the adjacent lots and surrounding area, including an existing C-4 district across the street. Staff said the current land use is a community garden, and the property owner, Mr. Carner desires to construct a contractor shop on the property. Staff noted the lot is relatively small, limiting potential uses and minimizing the scale of development and potential for traffic impacts.

There was no public input.

The Commission discussed the request and acknowledged that there are a variety of zoning districts and land uses in the area.

Recommendation

By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request to rezone the property at 1836 Washington Street from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial zoning district.

A simple majority vote is needed for the City Council to approve the request.

The Honorable Mayor and City Council Members
Page 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mathew Mulligan". The signature is fluid and cursive, with the first name "Mathew" and last name "Mulligan" clearly distinguishable.

Mathew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

cc: Patrick Norton - Buesing & Associates, 1212 Locust Street, Dubuque, IA

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: 1800 & 1836 Washington Street

Legal Description/Parcel ID#/Subdivision: 1024259008 & 1024259009

Existing Zoning: R-1, LI Proposed Zoning: C-4 Site Area (square feet/acres): 5100 sf & 5200 sf (approx)

Historic District:

Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Owner is wishing to rezone the two parcels he owns from LI & R-1 to C-4 to allow him to build a contractor shop.

C. Applicant/Agent Information

Name: Buesing & Associates, Inc - Patrick Norton Phone: 563.556.4289

Address: 1212 Locust St City: Dubuque

State: IA Zip: 52001 Email: pjnorton@buesing.com

D. Property Owner(s) Information

Name(s): G&R Preservation, LLC - Gary Carner Phone: 563.556.4389

Address: 1800 Washington Street City: Dubuque

State: IA Zip: 52001 Email: yankee3llc@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

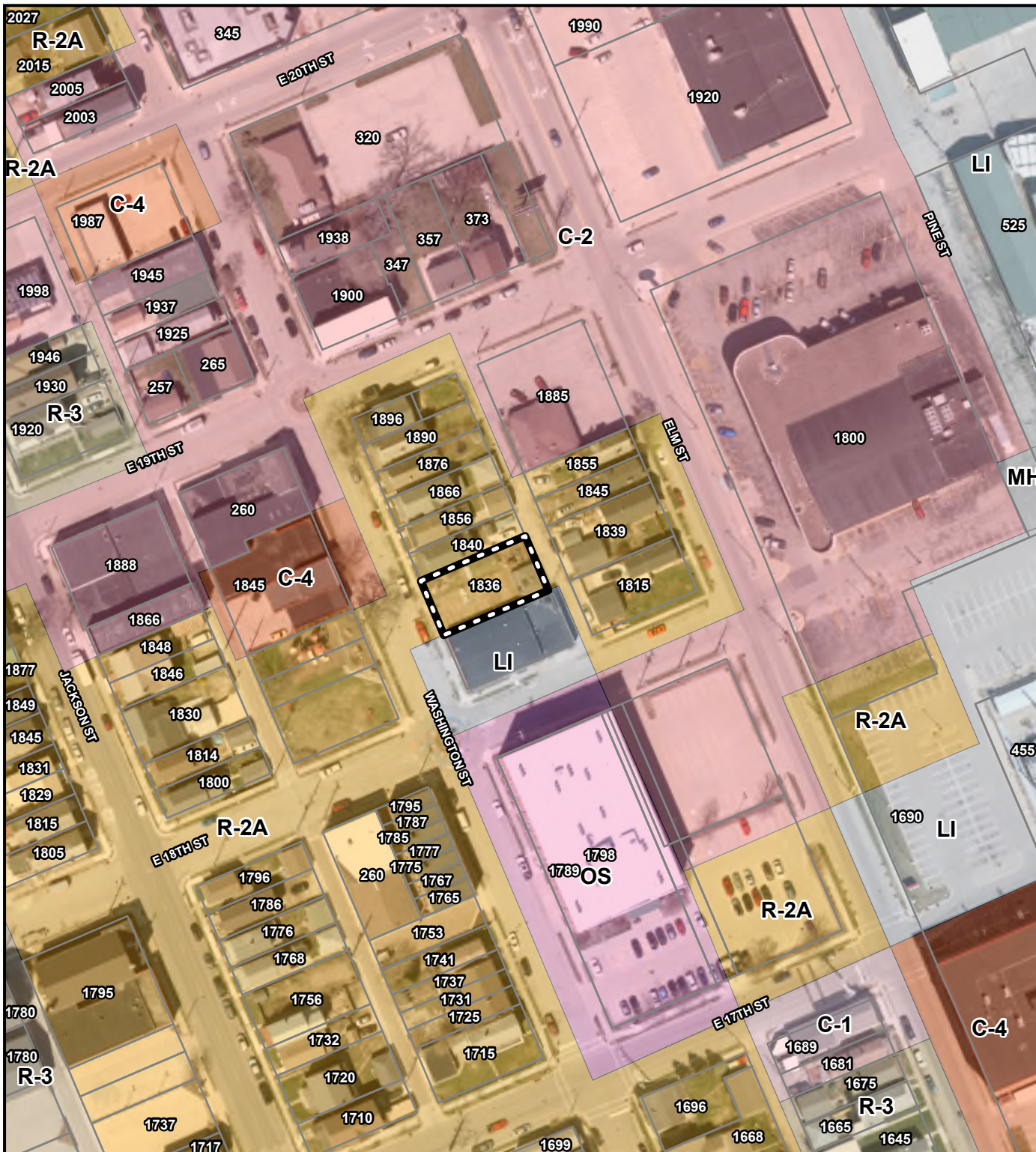
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: _____ Date: _____

Property Owner(s): Gary Carner Date: _____

FOR OFFICE USE ONLY

Fee \$ 729 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map



Applicant: Patrick Norton, Buesing & Associates

Location: 1836 Washington Street

Type: Rezoning

Description: To rezone property from R-2A
 Alternate Two-Family Residential to C-4 Downtown
 Commercial zoning district.

 Subject Property

0 62.5 125 250
 Feet

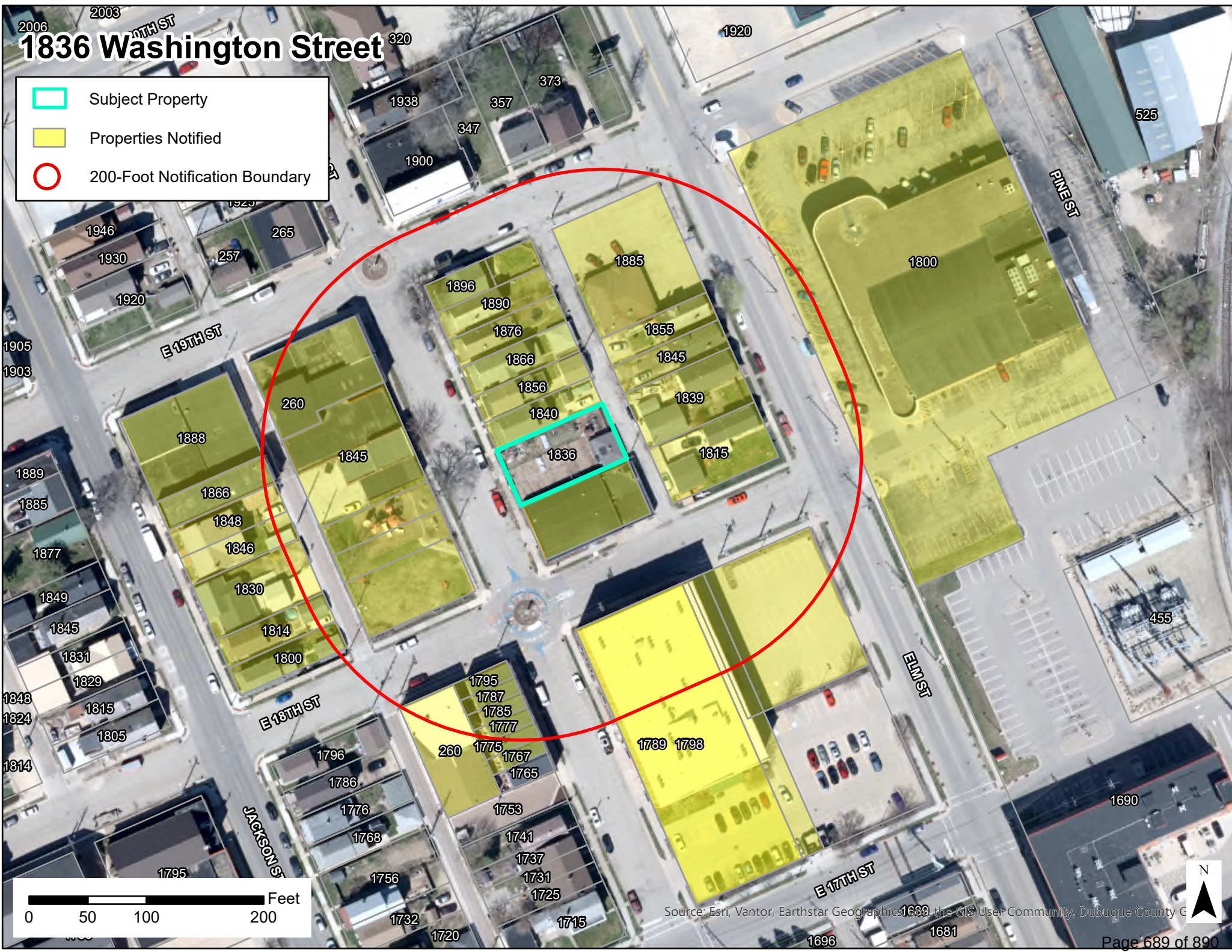


1836 Washington Street

 Subject Property

 Properties Notified

 200-Foot Notification Boundary



Property Address: 1836 Washington Street
Property Owner: G&R Preservation LLC
Applicant: Patrick Norton, Buesing & Associates, Inc.
Description: To rezone property from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial zoning district.

Proposed Land Use: Commercial	Proposed Zoning: C-4
Existing Land Use: Community Garden	Existing Zoning: R-2A
Adjacent Land Use:	Adjacent Zoning:
North – Residential	North – R-2A
East – Residential	East – R-2A
South – Commercial	South – LI
West – Residential/Commercial	West – R-2A/C-4

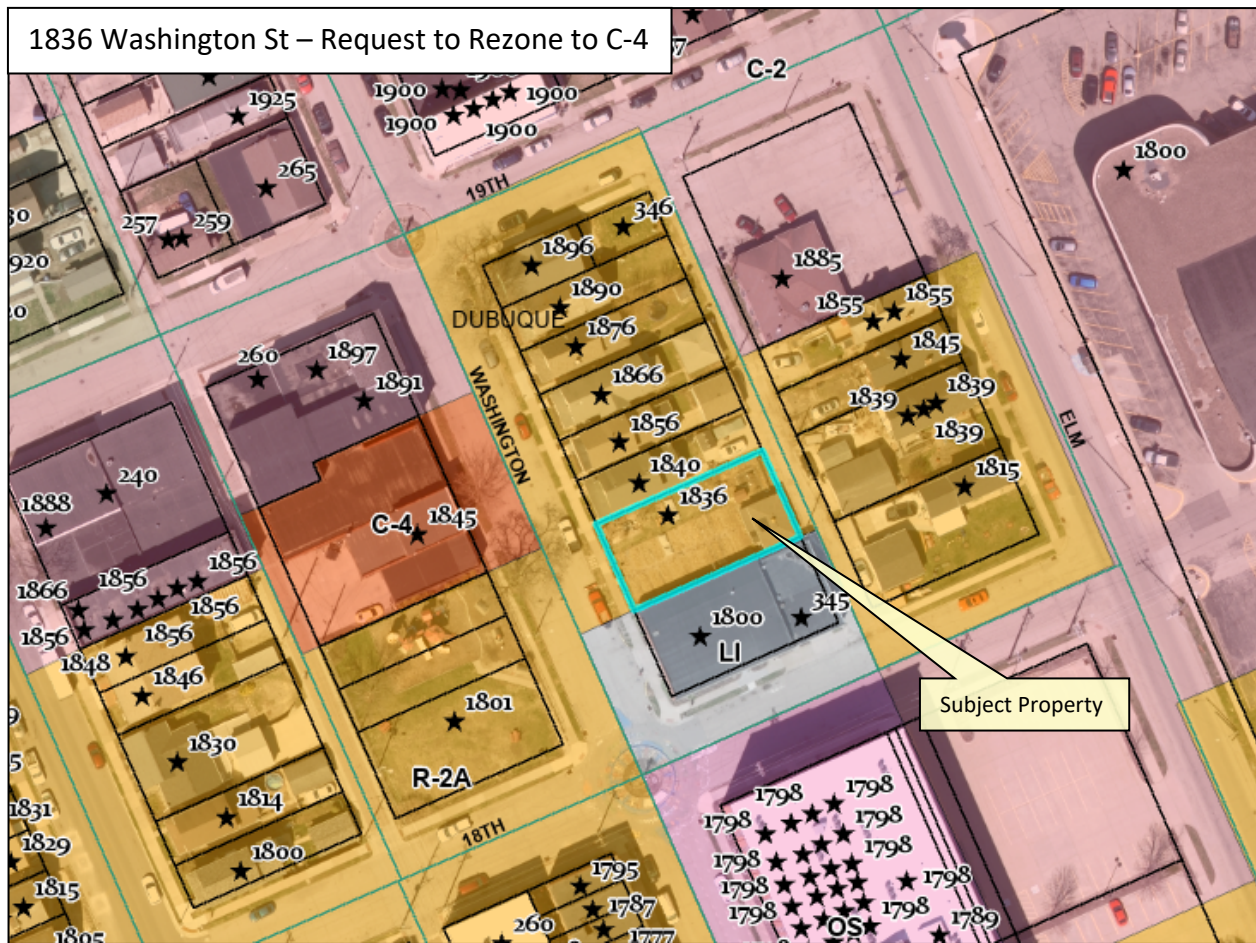
Former Zoning:
 1985 – R-2A Alternate Two-Family Residential
 1975 – Multi-Family Residential

Total Area: 5,047 sq. ft. / ~0.116 acres

Property History: The subject property is located along the east side of Washington Street between East 18th Street and East 19th Street. The property is currently being utilized as a community garden, and the property owner desires to redevelop the property for a commercial use.

Physical Characteristics: The subject property is primarily flat with frontage along Washington Street to the west and a public alley to the east. The property is in a mixed-use neighborhood and is bordered by residential to the north and east, commercial to the south, and commercial and park to the west. The lot is currently being utilized as a public garden.

See the site image on the following page.



Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the property as Mixed Use. As proposed, the project would help to meet the following recommendations of the Comprehensive Plan:

- Promote mixed-use development both downtown, within the John F. Kennedy Road Corridor, and key intersections along the Southwest Arterial. These mixed-use areas should provide a variety of residential choices, access to goods and services, and neighborhood amenities like parks and schools within a walkable environment.
- Be responsive to market demands and the needs of residents by providing key retail and employment centers. Ensure that such development does not impact the quality of life in adjacent residential neighborhoods.

Impact of Request on:

Utilities: The area is adequately served by both city water and sanitary sewer. Mains for both utilities are located in the alley to the east of the subject site.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes Washington Street as a Local Street. There are no recent traffic counts in the area. There is a count of 4,020 average daily trips from 1997. Given the property is generally small in nature, which would limit the scale of development, traffic patterns and counts are not anticipated to be substantially impacted with the proposed rezoning.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: Development on the site is currently limited by the lot size and existing surrounding development. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property is primarily flat with frontage along Washington Street to the west and a public alley to the east. The property is in a mixed-use neighborhood comprised of commercial and residential uses. Properties to the west include Orange Park and commercial uses including Tri-State Construction. Properties located directly to the north of the subject site are primarily residential and to the south is Welborn Painting and Drywall. Properties to the east consist of residential uses and Giant Laundromat. Any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant is requesting to rezone the subject property from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial zoning district.

The subject property is located along the east side of Washington Street between East 18th Street and East 19th Street. The property is currently being utilized as a community garden and the property owner desires to redevelop the property for a commercial use. The subject property is surrounded by a mix of commercial and residential uses. Properties to the west include Orange Park and commercial uses including Tri-State Construction. Properties located directly to the north of the subject site are primarily residential and to the south is Welborn Painting and Drywall. Properties to the east consist of residential uses and Giant Laundromat.

The existing R-2A zoning district allows for eleven (11) Principal Permitted Uses and the proposed C-4 zoning district allows for fifty-nine (59) Principal Permitted Uses. The chart below shows the permitted uses in both the existing R-2A zoning district and the proposed C-4 zoning district. The highlighted uses are permitted within both districts. A copy of the existing R-2A and the C-4 zoning code sections are attached.

Principal Permitted Uses	
R-2A Zoning District	C-4 Zoning District
Cemetery, mausoleum, or columbarium	Agricultural supply sales
Community gardens	Animal hospital or clinic
Golf course	Applicant sales or service
Maternity group home	Art gallery, museum or library
Parks, public or private	Artist studio
Place of religious exercise or assembly	Auditorium or assembly hall
Public, private or parochial school	Automated gas station
Railroad or public/quasi-public utility	Bakery (wholesale/commercial)
Single-family detached dwelling	Banks, savings and loan, or credit union
Townhouse (maximum 2 units)	Bar or tavern
Two-family dwelling (duplex)	Barber or beauty shop
	Business services
	Catalog center
	Commercial greenhouse
	Construction supply sales or service
	Contractor shop or yard
	Dental or medical lab
	Department store
	Furniture or home furnishing sales
	Furniture upholstery or repair
	Gas station
	General office
	Grocery store
	Hotel
	Housing for elderly or persons with disabilities
	Indoor amusement center
	Indoor recreation facility
	Indoor restaurant
	Indoor theater
	Laundry, dry cleaner, or laundromat
	Licensed childcare center
	Maternity group home
	Medical office
	Mini-warehouse below first floor only
	Mortuary or funeral home
	Neighborhood shopping center
	Parking structure
	Pet daycare or grooming
	Photographic studio
	Place of religious exercise or assembly
	Printing or publishing
	Private club
	Public or private park
	Public, private or parochial school
	Railroad or public/quasi-public utility
	Registered child development home

	Residential use above the first floor only
	Restaurant, carryout
	Retail sales or service
	School of private instruction
	Service station
	Shoe repair
	Supermarket
	Tailor or alteration shop
	Tattoo parlor
	Tour home
	Upholstery shop
	Vending or game machine sales or service
	Wholesale sales or distributor

The requested rezoning would be generally consistent with other uses and zoning districts within the mixed-use neighborhood including the C-4 district located to the west of the subject site. Other surrounding zoning districts include LI – Light Industrial directly to the south, C-2 Neighborhood Shopping Center to the northwest and northeast, R-2A Alternate Two-Family Residential to the west, north, and east, and OS Office Services to the south.

The Iowa Department of Transportation (IDOT) categorizes Washington Street as a Local Street. There are no recent traffic counts in the area. There is a count of 4,020 average daily trips from 1997. Given the property is generally small in nature which would limit the scale of development, traffic patterns and counts are not anticipated to be substantially impacted with the proposed rezoning.

Development on the site would be restricted by the lot size and existing surrounding development. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

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: 04/29/2026

16-5-4: R-2A ALTERNATE TWO-FAMILY RESIDENTIAL:

The R-2A district is intended to provide for the protection of certain older areas of the community developed principally as single-family and two-family uses. Characteristics of the R-2A district are: smaller than average lot widths and area, established building lines much closer to the public right of way and required setback lines, and/or greater lot coverage than allowed in the more recent developing areas where such requirements can be provided. The R-2A district is intended to be located in those areas displaying one or more of the above characteristics. The purpose of this district is to stabilize and preserve the residential character of existing areas through the establishment of bulk regulations in conformity with existing conditions. (Ord. 52-09, 10-19-2009)

16-5-4-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2A 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 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)

16-5-4-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2A 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.
- Off premises residential garage.
- Off street parking.
- Tour home.
- Tourist home.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-4-3: 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)

16-5-4-4: 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)

16-5-4-5: 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)

16-5-4-6: SIGNS:

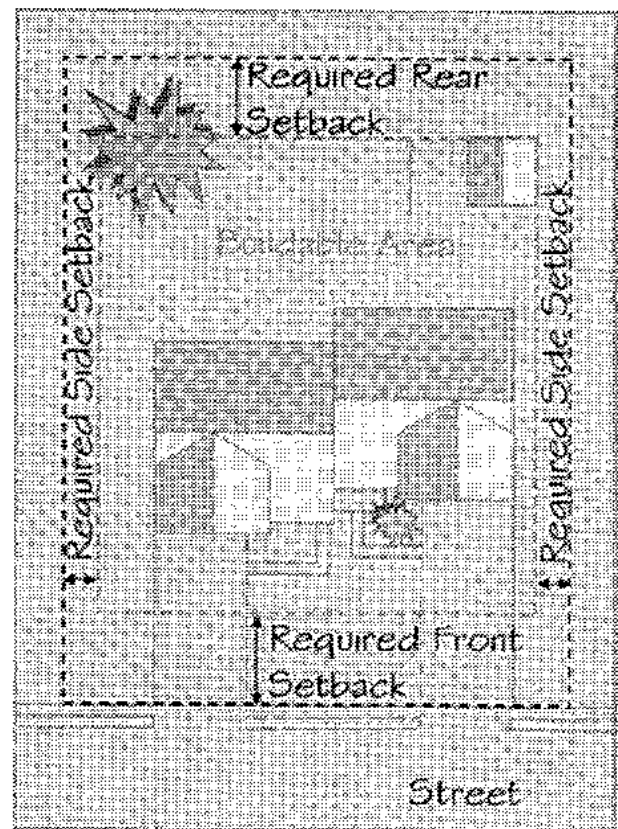
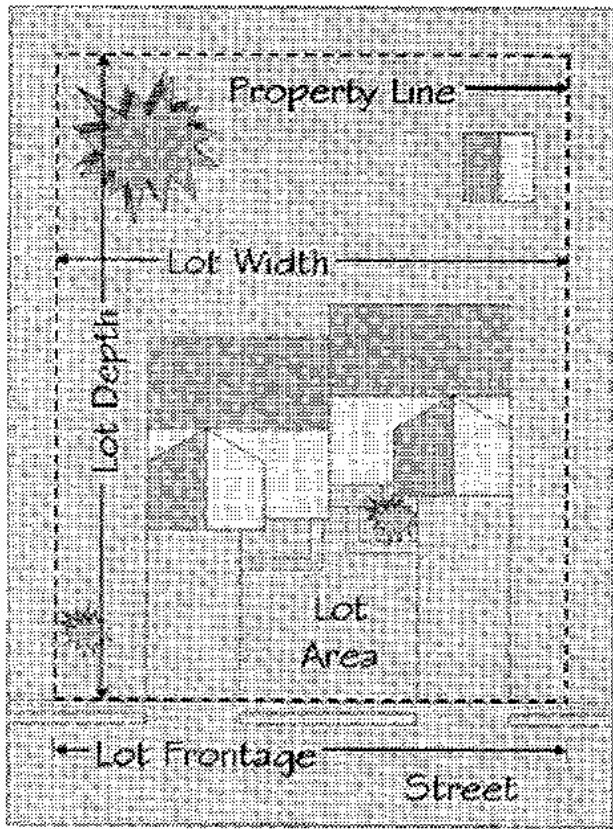
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-4-7: BULK REGULATIONS:

R-2A Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ^{1,3}	Maximum			
R-2A Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum ^{1,3}	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	10 ft.	-	20 ft.	20 ft.	75 ft. ²
Single-family detached dwelling	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Townhouse (2 du maximum)	2,500 sq. ft./du	25 ft./du	50%	10 ft.	50 ft.	3/0 ft.	10/0 ft.	30 ft.
Two-family dwelling	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	2,500 sq. ft.	25 ft.	50%	10 ft.	50 ft.	3 ft.	10 ft.	30 ft.
Hospice	2,500 sq. ft.	25 ft.	50%	10 ft.	-	3 ft.	10 ft.	30 ft.
Licensed adult day services, licensed childcare center	2,500 sq. ft.	25 ft.	50%	10 ft.	-	3 ft.	10 ft.	30 ft.
Off premises residential garage	-	-	-	10 ft.	-	3 ft.	6 ft.	15 ft.

Notes:

1. Minimum 20 feet for garages facing a street.
2. 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.
3. See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

16-5-14: C-4 DOWNTOWN COMMERCIAL:

The C-4 district is intended to provide locations in the downtown commercial areas of the city for a large variety of uses. The C-4 district is not intended to have any application in undeveloped or newly developing areas of the city. The regulations for this district are designed to encourage the maintenance of existing uses and the private reinvestment and redevelopment of new uses. (Ord. 52-09, 10-19-2009)

16-5-14-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-4 district:

Agricultural supply sales.
Animal hospital or clinic.
Appliance sales or service.
Art gallery, museum, or library.
Artist studio.
Auditorium or assembly hall.
Automated gas station.
Bakery (wholesale/commercial).
Banks, savings and loan, or credit union.
Bar or tavern.
Barber or beauty shop.
Business services.
Catalog center.
Commercial greenhouse.
Construction supply sales or service.
Contractor shop or yard.
Dental or medical lab.
Department store.
Furniture or home furnishing sales.
Furniture upholstery or repair.
Gas station.
General office.
Grocery store.
Hotel.
Housing for the elderly or persons with disabilities.
Indoor amusement center.
Indoor recreation facility.
Indoor restaurant.
Indoor theater.
Laundry, dry cleaner, or laundromat.
Licensed childcare center.
Maternity group home.
Medical office.
Mini-warehouse below the first floor only.
Mortuary or funeral home.
Neighborhood shopping center.
Parking structure.
Pet daycare or grooming.
Photographic studio.
Place of religious exercise or assembly.
Printing or publishing.
Private club.
Public or private park or similar natural recreation area.

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Public, private or parochial school approved by the state of Iowa (K - 12).
Railroad or public or quasi-public utility, including substation.
Registered child development home.
Residential use above the first floor only.
Restaurant, carryout.
Retail sales or service.
School of private instruction.
Service station.
Shoe repair.
Supermarket.
Tailor or alteration shop.
Tattoo parlor.
Tour home.
Upholstery shop.
Vending or game machine sales or service.
Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024; Ord. 22-25, 6-16-2025)

16-5-14-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-4 district, subject to the provisions of section 16-8-5 of this title:

- Car wash.
- Drive-up automated bank teller.
- Licensed adult day services.
- Off street parking.
- Passenger transfer facility.
- Restaurant, drive-in.
- Vehicle body shop.
- Vehicle sales or rental.
- Vehicle service or repair.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 44-23, 9-18-2023; Ord. 22-25, 6-16-2025)

16-5-14-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

- Any use customarily incidental and subordinate to the principal use it serves.
- Crematorium accessory to a mortuary or funeral home.
- Drive-up automated bank teller.
- Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-14-4: 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)

16-5-14-5: PARKING:

Off street parking is not required. New surface off street parking lots are prohibited unless approved by the city council. Underground and aboveground parking garages are allowed provided they are an integral part of a new or existing building. (Ord. 52-09, 10-19-2009)

16-5-14-6: SIGNS:

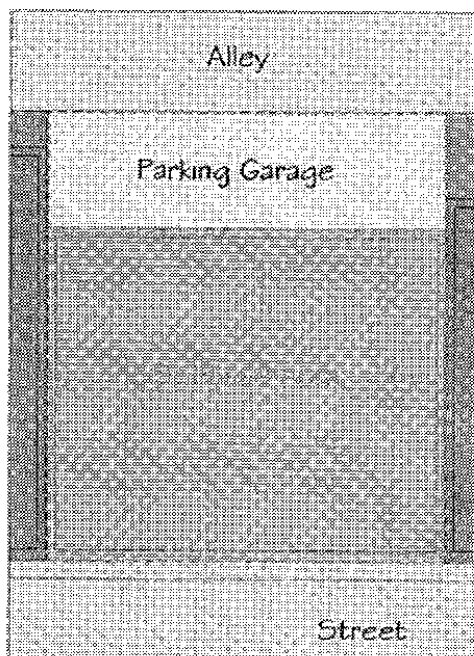
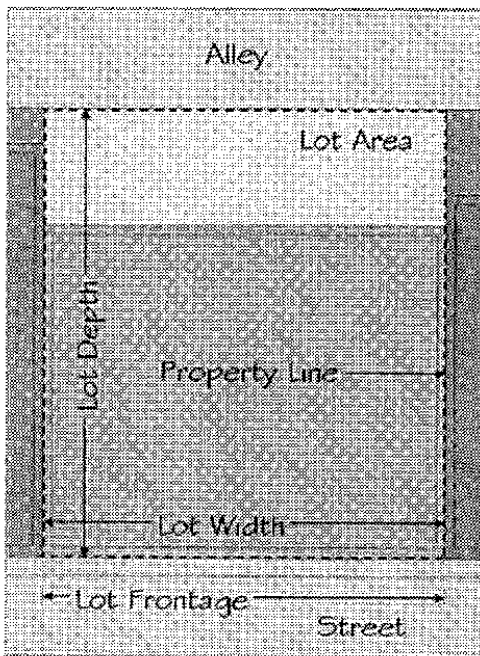
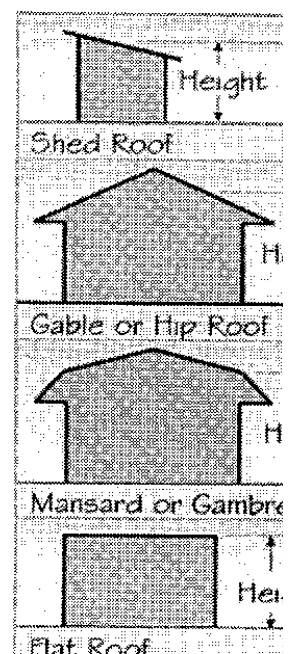
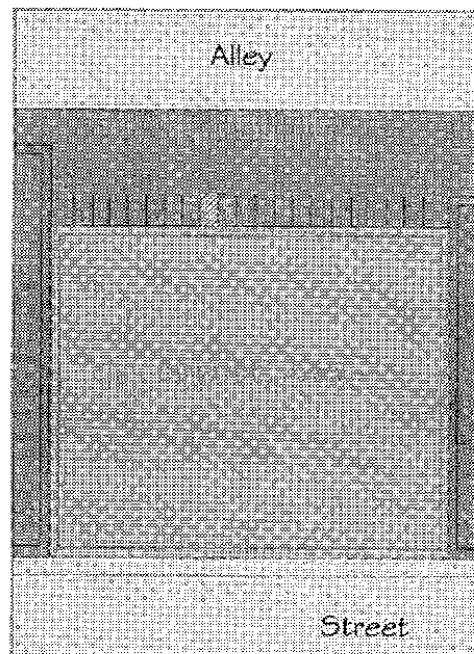
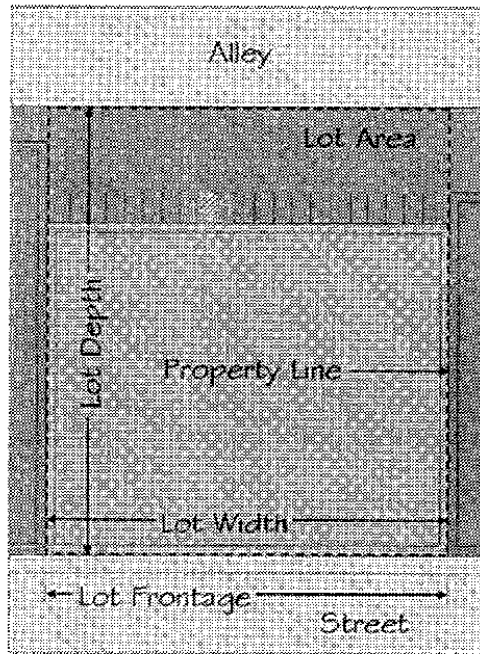
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-14-7: BULK REGULATIONS:

C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side ¹	Minimum Rear ²	

C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side ¹	Minimum Rear ²	
Permitted uses:							
Residential above first floor	-	-	-	-	-	-	75 ft.
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	75 ft.
All other permitted uses	-	-	-	-	-	-	75 ft.
Conditional uses:							
Licensed adult day services, licensed childcare center	3,500 sq. ft.	50 ft.	50%	-	-	-	75 ft.
All other conditional uses	-	-	-	10 ft.	-	-	75 ft.

- Notes:
1. When abutting a residential or office residential district, a 6 foot side setback is required.
 2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(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. Breitsfelder, 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 AT 1836 WASHINGTON STREET (PIN 1024259008) FROM R-2A ALTERNATE TWO-FAMILY RESIDENTIAL TO C-4 DOWNTOWN COMMERCIAL 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-2A Alternate Two-Family Residential to C-4 Downtown Commercial District, to wit:

Lot 100 of East Dubuque Addition, and to the centerline of the adjoining public right-of-way, all 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:

Trish Gleason, Assistant City Clerk

1836 Washington Street— Rezoning

To rezone property from R-2A Alternate Two-Family Residential to C-4 Downtown Commercial zoning district.

Presentation to City Council
May 18, 2026



Vicinity Map



Applicant: Patrick Norton, Buesing & Associates

Location: 1836 Washington Street

Type: Rezoning

Description: To rezone property from R-2A
Alternate Two-Family Residential to C-4 Downtown
Commercial zoning district.

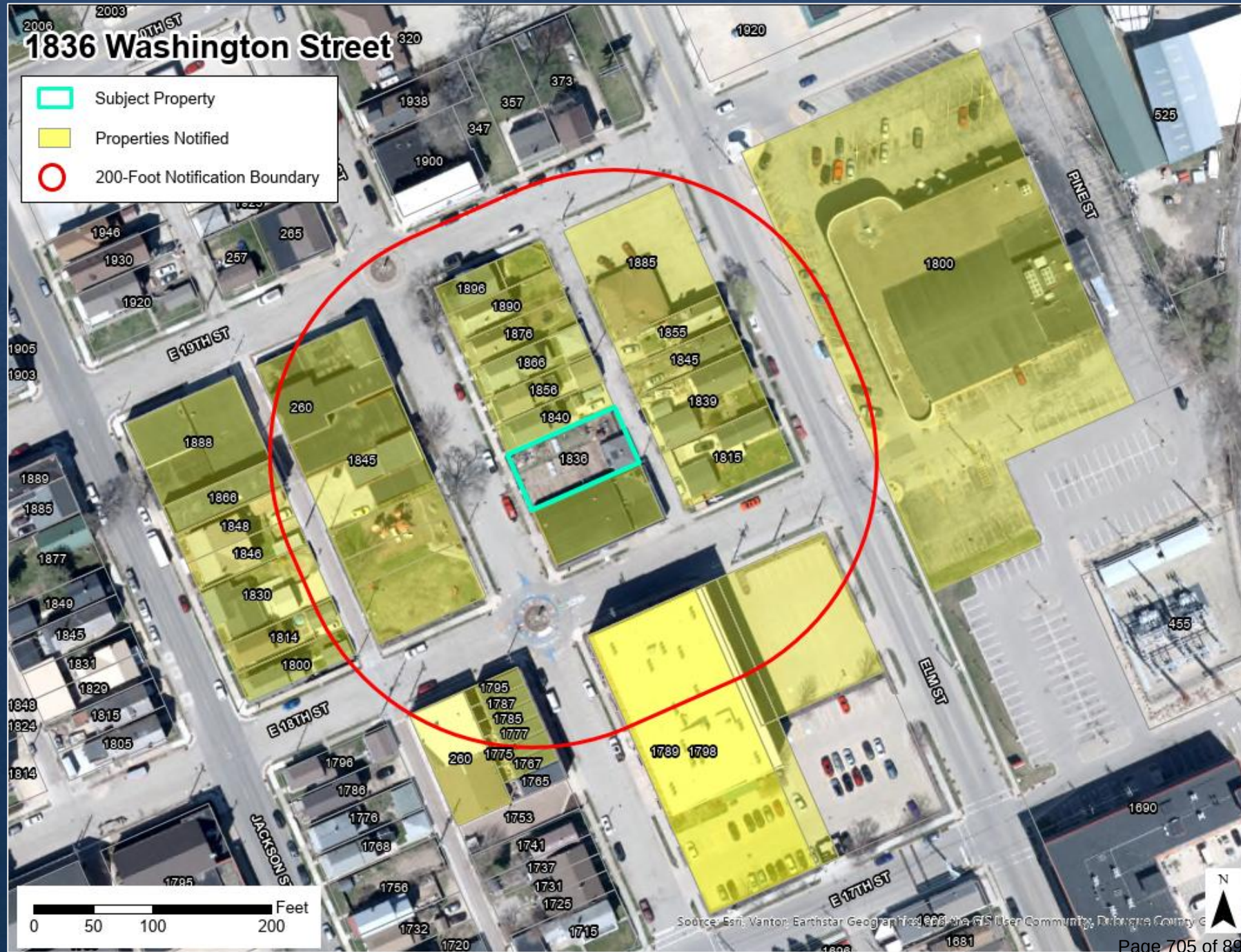
 Subject Property

0 62.5 125 250
Feet



2006 2003 1836 Washington Street

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Subject Property – 1836 Washington

Physical Characteristics

- Primarily flat site with frontage on Washington Street (west) and public alley access (east)
- Located within a mixed-use neighborhood
- Adjacent land uses:
 - North & East: Residential
 - South: Commercial
 - West: Commercial and park space
- Currently utilized as a public garden
- Site size and surrounding development limit redevelopment scale
 - 5,047 sq. ft. / .116 Acres

Traffic Impacts

- Washington Street classified by IDOT as a **Local Street**
- Most recent traffic count:
 - 4,020 average daily trips (1997)
- Small site size limits development intensity
- Rezoning not expected to significantly impact traffic patterns or counts

Subject Property – 1836 Washington

Adjacent Property Impacts

- Surrounding area includes a mix of residential and commercial uses
- Nearby properties include:
 - Orange Park
 - Wellborn Painting & Drywall
 - ServiceMaster
 - Dubuque Casket Company – Riverview Center/Dubuque City Assessor
 - Giant Laundromat
- Future redevelopment subject to site plan review by DRT

Comprehensive Plan

- Supports Comprehensive Plan goals for:
 - Infill development
 - Mixed-use development
- Future Land Use Plan designation: **Mixed Use**
- Project aligns with recommendations to:
 - Encourage walkable mixed-use areas
 - Improve access to goods and services
 - Support retail and employment opportunities

Subject Property – 1836 Washington

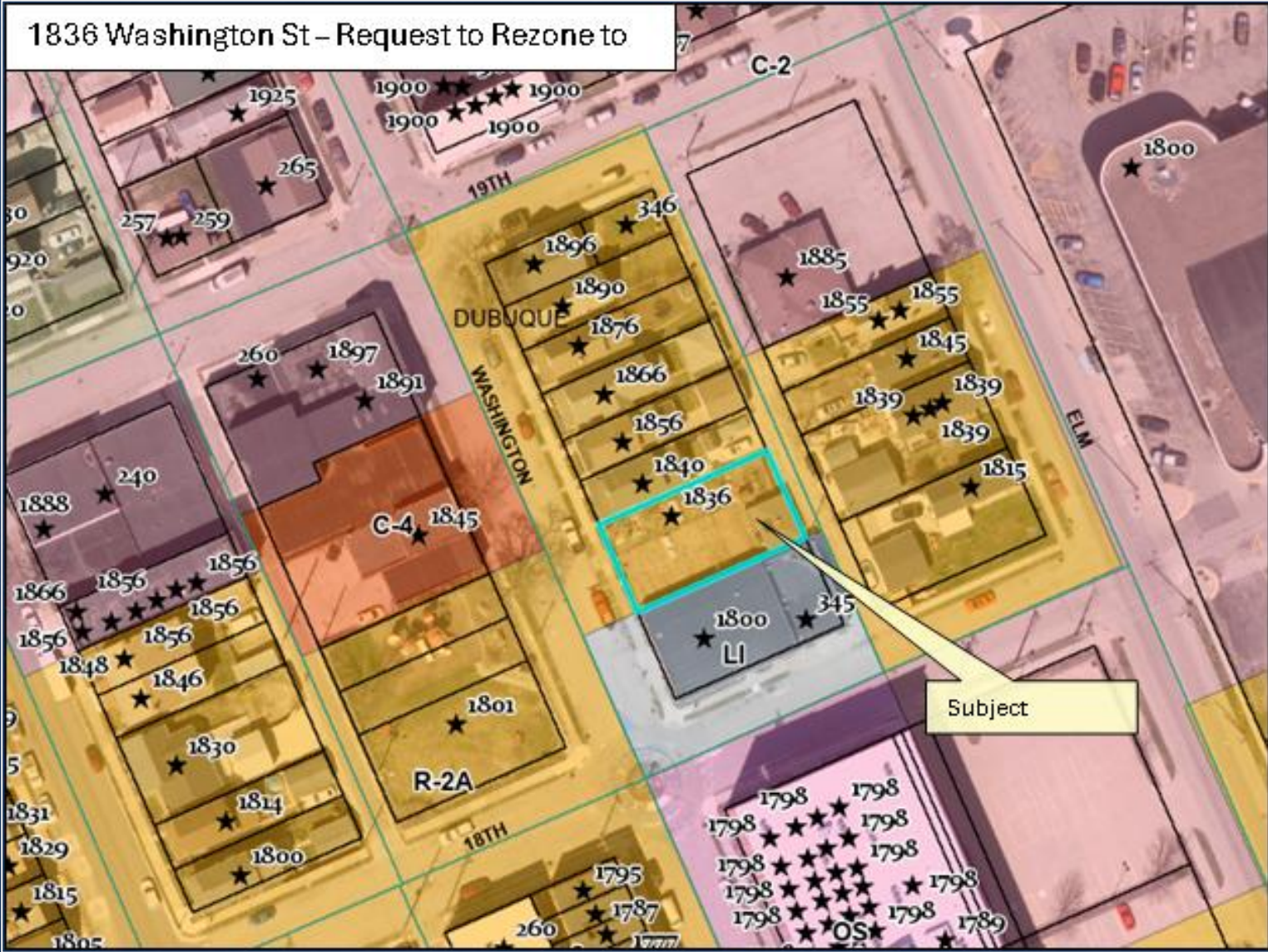
Adjacent Property Impacts

- Surrounding area includes a mix of residential and commercial uses
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 - ServiceMaster
 - Dubuque Casket Company – Riverview Center/Dubuque City Assessor
 - Giant Laundromat
- Future redevelopment subject to site plan review by DRT

R-2A vs C-4 Permitted Uses

Principal Permitted Uses				
R-2A Zoning District	C-4 Zoning District			
Cemetery, mausoleum, or columbarium	Agricultural supply sales	Department store	Mortuary or funeral hom	Shoe repair
Community gardens	Animal hospital or clinic	Furniture or home furnishing sales	Neighborhood shopping center	Supermarket
Golf course	Applicant sales or service	Furniture upholstery or repair	Parking structure	Tailor or alteration shop
Maternity group home	Art gallery, museum or library	Gas station	Pet daycare or grooming	Tattoo parlor
Parks, public or private	Artist studio	General office	Photographic studio	Tour home
Place of religious exercise or assembly	Auditorium or assembly hall	Grocery store	Place of religious exercise or assembly	Upholstery shop
Public, private or parochial school	Automated gas station	Hotel	Printing or publishing	Vending or game machine sales or service
Railroad or public/quasi-public utility	Bakery (wholesale/commercial)	Housing for elderly or persons with disabilities	Private club	Wholesale sales or distributor
Single-family detached dwelling	Banks, savings and loan, or credit union	Indoor amusement center	Public or private park	
Townhouse (maximum 2 units)	Bar or tavern	Indoor recreation facility	Public, private or parochial school	
Two-family dwelling (duplex)	Barber or beauty shop	Indoor restaurant	Railroad or public/quasi-public utility	
	Business services	Indoor theater	Registered child development home	
	Catalog center	Laundry, dry cleaner, or laundromat	Residential use above the first floor only	
	Commercial greenhouse	Licensed childcare center	Restaurant, carryout	
	Construction supply sales or service	Maternity group home	Retail sales or service	
	Contractor shop or yard	Medical office	School of private instruction	
	Dental or medical lab	Mini-warehouse below first floor only	Service station	

Existing Zoning



Public Input

- No Public Input with regards to rezoning.
- Staff fielded inquiries about possible locations for community gardens.

Zoning Advisory Commission Recommendation

By a vote of 5 to 0 the Zoning Advisory Commission recommends the rezoning request.

A simple majority vote is required for city council approval.

QUESTIONS?

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE:	Unified Development Code Text Amendment for Community Gardens
SUMMARY:	Proof of Publication on notice of public hearing to Amend the Unified Development Code by Listing Community Gardens as a Permitted Use in all Office, Commercial, and Industrial Zoning Districts and Zoning Advisory Commission recommending approval. ORDINANCE Amending Title 16 of the City Of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-8 (OS), 16-5-9 (OC), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), 16-5-17 (CR), 16-5-18 (LI), 16-5-19 (HI), and 16-5-20 (MHI) by Adding Community Garden as a Principal Permitted Use.
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. ZAC ltr to CC 2. Application 3. Staff Memo to ZAC 4. Ordinance

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



May 11, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: City of Dubuque
Location: City-wide
Description: To Amend the Unified Development Code by Listing Community Gardens as a Permitted Use in all Office, Commercial, and Industrial Zoning Districts.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Staff presented the proposed text amendment noting that the intention is to list community gardens as a permitted use in all office, commercial, and industrial zoning districts. Staff noted that community gardens are already allowed in all residential zoning districts including the office residential zoning district. Staff stated the Washington Neighborhood Community Garden's search for a new location highlighted that numerous properties throughout the city have potential as garden sites but are currently unusable because the underlying zoning district does not permit community gardens as a principal permitted use.

Staff stated that text amendments are city-wide changes that are not specific to any one property, person, or group. Staff said that community gardens are increasing in popularity and are beneficial to neighborhoods as they provide access to fresh foods throughout the community including within neighborhoods considered food deserts.

There was no public input.

The Commissioner discussed the request finding it favorable.

Recommendation

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mathew Mulligan". The signature is fluid and cursive, with the first name "Mathew" and last name "Mulligan" clearly distinguishable.

Mathew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☒ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition
☐ 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: Text Amendment to the UDC
Legal Description/Parcel ID#/Subdivision: N/A
Existing Zoning: Varies Proposed Zoning: Varies Site Area (square feet/acres): _____
Historic District: N/A Landmark: ☒ Yes ☐ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Request for a text amendment to allow Community Garden as a Principal Permitted Use in all office, commercial, and industrial zoning districts.

C. Applicant/Agent Information

Name: Michael Van Milligen, City Manager Phone: 563-589-4110
Address: 50 West 13th Street City: Dubuque
State: IA Zip: 52001 Email: _____

D. Property Owner(s) Information

Name(s): N/A Phone: _____
Address: _____ City: _____
State: _____ Zip: _____ Email: _____

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: Michael Van Milligen Date: 05/03/2026

Property Owner(s): _____ Date: _____

FOR OFFICE USE ONLY

Fee \$ 0 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: April 29, 2026

SUBJECT: Text Amendment to list Community Garden as a permitted use in all office, commercial, and industrial zoning districts.

INTRODUCTION

This memo transmits an application and an ordinance for a proposed Text Amendment to Section 16-2-3 of the Unified Development Code (UDC) zoning regulations to allow Community Garden as a Principal Permitted Use in all office, commercial, and industrial zoning districts.

This text amendment would add Community Garden as a Principal Permitted Use to the following zoning districts: OS, OC, C-1, C-2, C-2A, C-3, C-4, C-5, CS, CR, LI, HI, and MHI.

The UDC notes: “Text amendments are intended for wholesale changes to the zoning regulations, as a means for the City to respond to changing conditions and emerging trends in the community. Text amendments are not property specific.”

BACKGROUND

The Planning Services Department has recently been involved in discussions regarding the property located at 1836 Washington Street, which has historically functioned as a community garden. The site has provided space for local residents to grow food, gather, and engage in neighborhood-based activities. The current property owner has allowed the community garden use on the property but now desires to redevelop the property and as a result the existing community garden is seeking to relocate.

This situation has highlighted a broader regulatory issue within the Unified Development Code (UDC) regarding the allowance of community gardens across zoning districts. At present, community gardens are permitted in only the residential zoning districts including R-1, R-2, R-2A, R-3, R-4, and OR.

In recent years, staff have observed increasing interest in community gardens, both as stand-alone uses and as accessory uses to residential, institutional, and mixed-use developments. This interest reflects broader trends in urban agriculture, food access initiatives, and community-based placemaking efforts.

The relocation of the garden at 1836 Washington Street has provided the impetus for staff to evaluate how community gardens are addressed in the UDC and to consider a text amendment that would permit this use more broadly. The intent of this amendment is to recognize community gardens as a low-impact, community-serving use and to allow them in all zoning districts, subject to appropriate standards where necessary.

DISCUSSION

Staff discussed the distinct characteristics of community gardens and how they function within different zoning contexts:

- Community gardens are low-intensity land uses that typically generate minimal traffic, noise, or other external impacts.
- These spaces are often neighborhood-serving in nature, providing access to fresh produce, particularly in areas that may have limited access to grocery stores or healthy food options.
- Community gardens support social interaction and neighborhood cohesion, serving as informal gathering spaces that foster relationships among residents.
- They contribute to urban greening and environmental benefits, including stormwater absorption, reduction of urban heat island effects, and support for pollinators.
- Community gardens can activate vacant or underutilized land, improving aesthetics and reducing blight in both residential and commercial areas.
- These gardens are typically flexible and temporary in nature, allowing land to be returned to other uses in the future if redevelopment occurs.
- In many cases, community gardens operate with little to no permanent structures, further limiting their long-term impact on surrounding properties.

Staff also noted that community gardens are compatible with a wide range of land uses, including residential neighborhoods, commercial corridors, institutional campuses, and even certain industrial areas. Their scale and design can vary also making them adaptable across zoning districts.

Allowing community gardens more broadly across zoning districts is also consistent with the goals and strategies of the City of Dubuque's Climate Action Plan. The plan specifically identifies improving local food resilience and expanding access to healthy, locally grown food as key strategies, including increasing the number of community garden locations and participation opportunities throughout the community. Expanding the zoning districts in which community gardens are permitted would directly support these objectives.

For these reasons, staff feel that the community gardens would be an appropriate principal permitted use in all office, commercial, and industrial zoning districts. Community gardens would continue to be allowed as a principal permitted use in the R-1, R-2, R-2A, R-3, R-4, and OR.

RECOMMENDATION

In conclusion, in an effort to allow greater opportunity for community gardens throughout the city, staff recommend that Unified Development Code Section 16-2-3 be amended to Community Gardens as a Principal Permitted Use in all in all office, commercial, and industrial zoning districts.

Enclosures

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne 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 AMENDING BY AMENDING ARTICLES 16-5-8 (OS), 16-5-9 (OC), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), 16-5-17 (CR), 16-5-18 (LI), 16-5-19 (HI), AND 16-5-20 (MHI) BY ADDING COMMUNITY GARDEN AS A PRINCIPAL PERMITTED USE.

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 Chapters 16-5-8 (OS), 16-5-9 (OC), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), 16-5-17 (CR), 16-5-18 (LI), 16-5-19 (HI), and 16-5-20 (MHI), are hereby amended as follows:

16-5-8-1 Principal Permitted Uses

Community Garden

16-5-9-1 Principal Permitted Uses

Community Garden

16-5-10-1 Principal Permitted Uses

Community Garden

16-5-11-1 Principal Permitted Uses

Community Garden

16-5-12-1 Principal Permitted Uses

Community Garden

16-5-13-1 Principal Permitted Uses

Community Garden

16-5-14-1 Principal Permitted Uses

Community Garden

16-5-15-1 Principal Permitted Uses

Community Garden

16-5-16-1 Principal Permitted Uses

Community Garden

16-5-17-1 Principal Permitted Uses

Community Garden

16-5-18-1 Principal Permitted Uses

Community Garden

16-5-19-1 Principal Permitted Uses

Community Garden

16-5-20-1 Principal Permitted Uses

Community Garden

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. 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:

Trish Gleason, Assistant City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: River City Property Management, LLC Development Agreement and Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

SUMMARY: Proof of Publication on notice of public hearing to approve a proposed Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for rehabilitation of property at 1255-1257 Locust Street and City Manager recommending approval.

RESOLUTION Approving A Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC for the Redevelopment of the Property at 1255-1257 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations

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

ATTACHMENTS:

1. MVM Memo River City Property Management, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to DA
2. Staff Memo
3. Resolution of Approval
4. Development Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: May 13, 2026

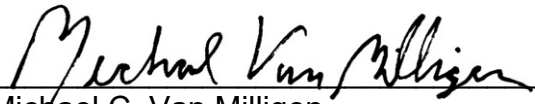
Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving a proposed Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for rehabilitation of property at 1255-1257 Locust Street.

The property at 1255-1257 Locust Street is currently vacant and structurally sound, offering a strong foundation for reinvestment. Its historic character, layout, and overall building form make it well suited for a comprehensive rehabilitation that will enhance the exterior façade and create new residential units. River City Property Management, LLC, operated by local developer Sam Murley, has previously rehabilitated several residential properties throughout Dubuque, including 245 W 1st Street, where a locally-owned small business occupies the first-floor commercial space.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$600,000 to rehabilitate the property.
2. Developer must create 6 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$120,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$60,000 (\$10,000 x 6 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1255 Locust Street.
6. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1257 Locust Street.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: May 12, 2026

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a proposed Development Agreement by and between the City of Dubuque, Iowa and River City Property Management, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The property at 1255-1257 Locust Street is currently vacant and structurally sound, offering a strong foundation for reinvestment. Its historic character, layout, and overall building form make it well suited for a comprehensive rehabilitation that will enhance the exterior façade and create new residential units. River City Property Management, LLC, operated by local developer Sam Murley, has previously rehabilitated several residential properties throughout Dubuque, including 245 W 1st Street, where a locally-owned small business occupies the first-floor commercial space.

DISCUSSION

River City Property Management, LLC submitted an application for housing creation and the rehabilitation of the façade of 1255-1257 Locust Street. The applicant is proposing a full historic rehabilitation of the structure, including the creation of three new residential rental units. Project scope includes masonry repair, roof replacement, window restoration, and new kitchens, bathrooms, and mechanicals. The project will be utilizing

state and federal historic tax credits with Premier Bank as the primary lender for the project. Typically, a project is only eligible for one \$35,000 downtown rehabilitation grant. However, since the project spans two tax parcels, staff have reviewed the grant program policy and recommend awarding two \$35,000 downtown rehabilitation grants.

City staff have also submitted a grant application to the Iowa Economic Development Authority on behalf of this project for its Community Catalyst Building Remediation Program. Awards will be announced in June 2026. If awarded, the project will receive up to \$100,000 in state funds for the rehabilitation of the property.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$600,000 to rehabilitate the property.
2. Developer must create 6 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$120,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$60,000 (\$10,000 x 6 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1255 Locust Street.
6. City to award a Downtown Rehabilitation Grant not to exceed \$35,000 for 1257 Locust Street.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION NO. ____-26

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND RIVER CITY PROPERTY MANAGEMENT, LLC FOR THE REDEVELOPMENT OF THE PROPERTY AT 1255-1257 LOCUST STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, River City Property Management, LLC is the owner of the property legally described as follows:

Lot 2 of City Lot 662, and Lot 2 of Boys and Girls Club Place, both in the City of Dubuque, Iowa, according to the recorded plats thereof

locally known as 1255-1257 Locust Street (the Property); and

WHEREAS, the City Council, by Resolution No. 170-26, dated May 4, 2026, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and River City Property Management, LLC, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on May 18, 2026 at 6:30 p.m.; and

WHEREAS it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and River City Property Management, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and River City Property Management, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 18th day of May, 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
RIVER CITY PROPERTY MANAGEMENT, LLC**

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2026 is made and entered into by and between the City of Dubuque, Iowa (City), and River City Property Management, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1255-1257 Locust Street, Dubuque, Iowa and legally described as follows (the Property):

Lot 2 of City Lot 662, and Lot 2 of Boys and Girls Club Place, both in the City of Dubuque, Iowa, according to the recorded plats thereof

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on February 16, 2026, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 26th day of May, 2026, or other such date as the parties shall agree in writing but in no event shall the Closing date be later than the 9th day of June, 2026. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Six Hundred Thousand Dollars (\$600,000) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating six (6) new residential units.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by June 1, 2026, and shall be substantially completed by December 31, 2027. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party

claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit G and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041

November 1, 2041
November 1, 2042
November 1, 2043

May 1, 2042
May 1, 2043
May 1, 2044

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2026 as follows:

1255 Locust Street (PIN 1024414005): Ninety-Two Thousand Two Hundred Dollars (\$92,200)

1257 Locust Street (PIN 1024414010): Ninety-Nine Thousand Four Hundred Dollars (\$99,400)

(the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2026 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2045, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2028, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2029, and May 1, 2030.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the River City

TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the River City TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the River City TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Sixty Thousand Dollars (\$60,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of six apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6. Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant for each parcel as follows:

1255 Locust St (PIN 1024414005): City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

1257 Locust St (PIN 1024414010) City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

3.7. Payment of the Grant. The Grant shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Grant Recipient shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

(3) The Grant funds shall be disbursed directly to Grant Recipient.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are

determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, as allowable by the Department of Housing and Urban Development, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the

term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement cost of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance

(2) The term "replacement cost" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the

right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (4) City may withhold the Certificate of Completion; or
- (5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this

Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Sam Murley
River City Property Management, LLC
14157 Deerfield Court
Dubuque, Iowa 52003

With copy to: Clemens, Walters, Conlon, Runde, & Hiatt, LLP
Attn: Jeffrey E. Hiatt
2080 Southpark Court
Dubuque, IA 52003

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the

notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2044 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit H, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

**RIVER CITY
MANAGEMENT, LLC**

PROPERTY

By _____
Brad M. Cavanagh, Mayor

By _____
Sam Murley, Member

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Certificate of Completion
EXHIBIT H	Legal Compliance
EXHIBIT I	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between River City Property Management, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for River City Property Management, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before

any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between River City Property Management, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and River City Property Management, LLC was made regarding the following described premises:

Lot 2 of City Lot 662, and Lot 2 of Boys and Girls Club Place, both in the City of Dubuque, Iowa, according to the recorded plats thereof

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

Downtown Housing Incentive Program Eligibility Guidelines

Project Location & Type

- Create new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District.
- Be a rehabilitation of an existing structure.
- Have clearly defined start and completion timelines.

Eligible Unit Types

- Newly Created Units: Created in a portion of a structure never previously used as housing.
- Rehabilitated Long-Vacant Units: A previously existing housing unit vacant for more than 3 years and undergoing full rehabilitation that corrects all code deficiencies and deterioration.

Rehabilitation Standards

- Bring the structure into full compliance with the 2021 IPMC and 2021 IBC.
- Correct all unsafe, unsanitary, damaged, or deteriorated conditions, including structural, electrical, mechanical, and plumbing systems.
- Repair or replace components that are defective or beyond service life; cosmetic-only improvements do not qualify.
- Meet all life-safety, egress, and habitability requirements.
- Use durable, long-term residential materials.
- Submit a comprehensive scope of work addressing all code corrections, subject to City approval.

Building Configuration

- Units must generally be located above a first-floor commercial component.

Design Review Requirements

Reimbursement covers labor and materials that significantly improve appearance following City of Dubuque Architectural Guidelines or Downtown Design Guidelines, as applicable.

Existing noncompliant signage must be brought into compliance as part of the project. A detailed rendering/drawing with dimensions, materials, and architectural details must be submitted.

Deviation from the approved plan may disqualify the project.

Additional City Requirements

City may require soundproofing, lighting, security, or other standards based on a neighborhood impact review.

Property owners must certify that all properties they own in Dubuque comply with all applicable City ordinances.

Funding Limits

Up to \$10,000 per residential unit.

Up to \$750,000 per taxing parcel.

No developer fee may be paid until all City assistance is fully disbursed.

Funds are disbursed after project completion and issuance of all Certificates of Occupancy/Completion.

Minimum Project Size

Projects must create at least 2 new housing units.

Application Review

Applications are reviewed when complete.

Funds are awarded to projects that meet all criteria and are ready to commence within 12 months.

EXHIBIT G

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to River City Property Management, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 2 of City Lot 662, and Lot 2 of Boys and Girls Club Place, both in the City of Dubuque, Iowa, according to the recorded plats thereof

(the “Development Property”); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of

the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

EXHIBIT H
LEGAL COMPLIANCE

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Section 1557 of the Affordable Care Act (prohibits discrimination on the basis of national origin);

- k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);
- l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and
- m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

EXHIBIT I

PLANNING AND DESIGN GRANT PROGRAM, FAÇADE GRANT PROGRAM, AND FINANCIAL CONSULTANT GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

Eligible Activities and Assistance:

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached

- map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
 - Property must be classified for tax purposes as a commercial or multi-residential property.
 - All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
 - Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
 - Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
 - Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
 - A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
 - Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
 - Projects may not receive the maximum amount of each form of assistance more than once.
 - Deviation from an approved project plan shall disqualify the project from the program.
 - City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
 - Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Fiscal Year 2026 Second Budget Amendment

SUMMARY: Proof of Publication on notice of public hearing to amend the Current Budget for Fiscal Year Ending June 2026 and City Manager recommending approval.
RESOLUTION Amending the Current Budget for Fiscal Year Ending June 2026 (as last certified or amended on 10/20/2025)

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

ATTACHMENTS:

1. MVM Memo Amend#2-26_Hearing
2. Amend#2-26 Public Hearing Staff Memo
3. 26 Amend 2 Adoption Resolution
4. Amend#2-26 PublicHearingNotice
5. Amend#2-26 Council Detail

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2026 Second Budget Amendment

DATE: May 13, 2026

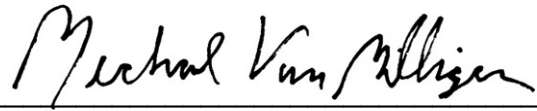
Chief Financial Officer Jennifer Larson and Budget Manager Laura Bendorf are recommending approval of the second Fiscal Year 2026 Budget Amendment, which amends the Fiscal Year 2026 budget for City Council actions since the first amendment to the Fiscal Year 2026 budget was adopted in October 2025 and adjustments to reflect new grants and reallocation of funding. An increase in interfund transfers of \$695,838 is also included. The amendment totals \$802,511 in increased appropriation authority and an increase in resources of \$1,395,120. Additional revenues added in this amendment with offsetting appropriations are Health Community Catalyst (\$100,000) and Encyclopedia Dubuque Legacy Plan (\$750).

Reduced revenues reflected in this amendment with offsetting reductions in appropriations include Older Adult Home Modification (-\$155,978).

This amendment includes an increase of \$443,508 for Community Development Block Grant (CDBG) related programs. The increase in CDBG programs include Capital Projects (\$413,500), Zone Enforcement (\$8,710) and Code Enforcement (\$10,000).

This amendment also includes an increase of \$472,930 in the Lead Paint Fund, \$430,154 in the General Fund reflecting the increase in Ambulance revenue, increase in Road Use Tax Fund of \$197,000 for Grandview Street Light Replacements, increase in Sales Tax Fund (20%) (\$255,838), and an increase in Stormwater Construction Fund (\$361,552) to reflect the BRIC grant consultant and design funding. Additionally, the following changes are a result of savings after the completion of the ERP Implementation: decrease in General Construction Fund (\$17,917), Water Construction Fund (\$60,071), decrease in Sanitary Sewer Construction Fund (\$166,962), decrease in Refuse Construction Fund (\$1,736), and a decrease in Landfill Fund (\$53,965).

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Michael C. Van Milligen

MCVM/lmb

Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

SUBJECT: Fiscal Year 2026 Second Budget Amendment

DATE: May 12, 2026

The purpose of this memorandum is to present a summary of the action items approved by City Council throughout the year subject to a future budget amendment and hold the public hearing for the formal budget amendment process as required by Section 384.16 of the Code of Iowa.

This budget amendment includes items, which have been authorized by City Council since the first amendment to the Fiscal Year 2026 budget was adopted in October 2025 and adjustments to reflect new grants and reallocation of funding. An increase in interfund transfers of \$695,838 is also included.

The amendment totals \$802,511 in increased appropriation authority and an increase in resources of \$1,395,120.

Additional revenues added in this amendment with offsetting appropriations are:

- Health Community Catalyst (\$100,000),
- Encyclopedia Dubuque Legacy Plan (\$750).

Reductions in revenue in this amendment with offsetting reductions are:

- Older Adult Home Modification (\$155,978)
-

This amendment includes an increase of \$443,508 for Community Development Block Grant (CDBG) related programs. The increase in CDBG programs include Capital Projects (\$413,500), Zone Enforcement (\$8,710) and Code Enforcement (\$10,000).

This amendment also includes an increase of \$472,930 in the Lead Paint Fund, \$430,154 in the General Fund reflecting the increase in Ambulance revenue, increase in Road Use Tax Fund of \$197,000 for Grandview Street Light Replacements, increase in Sales Tax Fund (20%) (\$255,838), and an increase in Stormwater Construction Fund (\$361,552) to reflect the BRIC grant consultant and design funding. Additionally, the following changes

are a result of savings after the completion of the ERP Implementation: decrease in General Construction Fund (\$17,917), Water Construction Fund (\$60,071), decrease in Sanitary Sewer Construction Fund (\$166,962), decrease in Refuse Construction Fund (\$1,736), and a decrease in Landfill Fund (\$53,965).

The action step is for City Council to adopt the attached resolution approving the Fiscal Year 2026 second budget amendment.

Attachments

LMB

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2026 - AMENDMENT # 2

To the Auditor of DUBUQUE County, Iowa:

The City Council of DUBUQUE in said County/Counties met on 05/18/2026 06:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. -26**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2026****(AS LAST CERTIFIED OR AMENDED ON 10/20/2025)****Be it Resolved by the Council of City of DUBUQUE**

Section 1. Following notice published/posted 05/04/2026 and the public hearing held 05/18/2026 06:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	29,172,794	0	29,172,794
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	29,172,794	0	29,172,794
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	24,685,619	0	24,685,619
Licenses & Permits	7	4,477,648	0	4,477,648
Use of Money & Property	8	67,631,053	0	67,631,053
Intergovernmental	9	58,245,768	1,043,944	59,289,712
Charges for Service	10	52,623,361	495,000	53,118,361
Special Assessments	11	117,657	0	117,657
Miscellaneous	12	21,365,701	-143,824	21,221,877
Other Financing Sources	13	75,696,998	0	75,696,998
Transfers In	14	55,868,942	695,838	56,564,780
Total Revenues & Other Sources	15	389,885,541	2,090,958	391,976,499
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	42,051,411	45,747	42,097,158
Public Works	17	22,249,024	-414,495	21,834,529
Health and Social Services	18	1,207,890	0	1,207,890
Culture and Recreation	19	19,681,519	297,671	19,979,190
Community and Economic Development	20	28,810,037	-471,692	28,338,345
General Government	21	18,615,422	263,174	18,878,596
Debt Service	22	12,424,200	0	12,424,200
Capital Projects	23	149,344,356	1,003,844	150,348,200
Total Government Activities Expenditures	24	294,383,859	724,249	295,108,108
Business Type/Enterprise	25	171,220,445	78,262	171,298,707
Total Gov Activities & Business Expenditures	26	465,604,304	802,511	466,406,815
Transfers Out	27	55,868,942	695,838	56,564,780
Total Expenditures/Transfers Out	28	521,473,246	1,498,349	522,971,595
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-131,587,705	592,609	-130,995,096
Beginning Fund Balance July 1, 2025	30	194,064,351	194,064,351	388,128,702
Ending Fund Balance June 30, 2026	31	62,476,646	194,656,960	257,133,606
Explanation of Changes: This amendment adds additional revenue from grants received, private funding, and the appropriation to spend the monies. Adjustment to reflect actual budget of projects.				

05/25/2026

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DUBUQUE				
Fiscal Year July 1, 2025 - June 30, 2026				
The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026				
Meeting Date/Time: 5/18/2026 06:30 PM		Contact: Jennifer Larson	Phone: (563) 589-4398	
Meeting Location: 350 West 6th St, Dubuque, IA				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	29,172,794	0	29,172,794
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	29,172,794	0	29,172,794
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	24,685,619	0	24,685,619
Licenses & Permits	7	4,477,648	0	4,477,648
Use of Money & Property	8	67,631,053	0	67,631,053
Intergovernmental	9	58,245,768	1,043,944	59,289,712
Charges for Service	10	52,623,361	495,000	53,118,361
Special Assessments	11	117,657	0	117,657
Miscellaneous	12	21,365,701	-143,824	21,221,877
Other Financing Sources	13	75,696,998	0	75,696,998
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Total Revenues & Other Sources	15	389,885,541	2,090,958	391,976,499
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Public Safety	16	42,051,411	45,747	42,097,158
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Health and Social Services	18	1,207,890	0	1,207,890
Culture and Recreation	19	19,681,519	297,671	19,979,190
Community and Economic Development	20	28,810,037	-471,692	28,338,345
General Government	21	18,615,422	263,174	18,878,596
Debt Service	22	12,424,200	0	12,424,200
Capital Projects	23	149,344,356	1,003,844	150,348,200
Total Government Activities Expenditures	24	294,383,859	724,249	295,108,108
Business Type/Enterprise	25	171,220,445	78,262	171,298,707
Total Gov Activities & Business Expenditures	26	465,604,304	802,511	466,406,815
Transfers Out	27	55,868,942	695,838	56,564,780
Total Expenditures/Transfers Out	28	521,473,246	1,498,349	522,971,595
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-131,587,705	592,609	-130,995,096
Beginning Fund Balance July 1, 2025	30	194,064,351	194,064,351	388,128,702
Ending Fund Balance June 30, 2026	31	62,476,646	194,656,960	257,133,606
Explanation of Changes: This amendment adds additional revenue from grants received, private funding, and the appropriation to spend the monies. Adjustment to reflect actual budget of projects.				

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
GENERAL FUND								
Police	10	01	Records and ID - Technology Services	(45,000)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to COP
Police	10	01	Community Orientated Police - Vehicles	45,000	-	100	100-11-0000-10-110-1107-00-01-67100	Shift from Records
Police	10	01	Records and ID - Technology Services	(16,700)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to COP
Police	10	01	Community Orientated Police - Vehicles	16,700	-	100	100-11-0000-10-110-1107-00-01-67100	Shift from Records
Police	10	01	Records and ID - Technology Services	(10,780)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Patrol
Police	10	01	Police Patrol - Other Professional Service	10,780	-	100	100-11-0000-10-110-1109-00-01-64900	Shift from Records
Police	10	01	Records and ID - Technology Services	(82,000)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Patrol
Police	10	01	Police Patrol - Vehicles	82,000	-	100	100-11-0000-10-110-1109-00-01-67100	Shift from Records
Police	10	01	Records and ID - Technology Services	(73,438)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Records
Police	10	01	Records and ID - Vehicles	73,438	-	100	100-11-0000-10-110-1104-00-01-67100	Shift from Records
Police	10	01	Records and ID - Technology Services	(38,000)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Patrol
Police	10	01	Police Patrol - Police Equipment	38,000	-	100	100-11-0000-10-110-1109-00-01-65052	Shift from Records
Police	10	01	Records and ID - Technology Services	(7,210)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Admin
Police	10	01	Administration - Payments to Other Agencies	7,210	-	100	100-11-0000-10-110-1101-00-01-64130	Shift from Admin
Police	10	01	DARE - Program Materials	(3,995)	-	100	100-11-0000-10-110-1102-00-01-65025	Shift to COP
Police	10	01	Community Orientated Police - Program Materials	3,995	-	100	100-11-0000-10-110-1107-00-01-65025	Shift from DARE
Police	10	01	Staff Services - Technology Services	(220,000)	-	100	100-11-0000-10-110-1103-00-01-64190	Shift to PPC
Police	10	01	Precision Policing - Technology Services	220,000	-	100	100-11-0000-10-110-1116-00-01-64190	Shift from Staff Serv
Police	10	01	Records and ID - Technology Services	(3,665)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to COP
Police	10	01	Community Orientated Police - Technology Services	3,665	-	100	100-11-0000-10-110-1107-00-01-64190	Shift from Records
Police	10	01	Records and ID - Technology Services	(4,100)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to Patrol
Police	10	01	Police Patrol - Telecommunications	4,100	-	100	100-11-0000-10-110-1109-00-01-63730	Shift from Records
Police	10	01	Records and ID - Technology Services	(7,220)	-	100	100-11-0000-10-110-1104-00-01-64190	Shift to PPC
Police	10	01	Precision Policing - Technology Equipment	7,220	-	100	100-11-0000-10-110-1116-00-01-65045	Shift from Records
Police	10	01	Police Patrol - Technology Equipment	(800)	-	100	100-11-0000-10-110-1109-00-01-65045	Shift to Staff Serv
Police	10	01	Staff Services - Advertising	800	-	100	100-11-0000-10-110-1103-00-01-64020	Shift from Patrol
Police	10	01	Administration - Other Professional Service	(100,000)	-	100	100-11-0000-10-110-1101-00-01-64900	Shift to Capital
Police	76	02	DLEC Space & Feasibility Study - Other Professional Service	93,000	-	100	100-11-0000-76-750-1170-00-02-64900	Shift from Admin
Police	76	02	DLEC Space & Feasibility Study - Engineering - Internal	7,000	-	100	100-11-0000-76-750-1170-00-02-64075	Shift from Admin
Emergency Communications	10	01	Emergency Communications - Rental - Land/Bldgs/Parking	(1,410)	-	100	100-12-0000-10-130-1201-00-01-64160	Shift to Admin
Emergency Communications	10	01	Emergency Communications - Other Professional Service	330	-	100	100-12-0000-10-130-1201-00-01-64900	Shift from Admin
Emergency Communications	10	01	Emergency Communications - Water	1,080	-	100	100-12-0000-10-130-1201-00-01-63740	Shift from Admin
Emergency Communications	10	01	Emergency Communications - County Contributions	-	12,570	100	100-12-0000-10-130-1201-04-01-44650	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Other Professional Service	165	-	100	100-12-0000-10-130-1201-00-01-64900	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Water	540	-	100	100-12-0000-10-130-1201-00-01-63740	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Buildings	6,990	-	100	100-12-0000-10-130-1201-00-01-67500	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Janitorial	4,875	-	100	100-12-0000-10-130-1201-00-01-65965	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Overtime	(13,980)	-	100	100-12-0000-10-130-1201-00-01-60400	Shift to Admin
Emergency Communications	10	01	Emergency Communications - Electricity	13,980	-	100	100-12-0000-10-130-1201-00-01-63710	Shift from Admin
Emergency Communications	10	01	Emergency Communications - Overtime	(9,750)	-	100	100-12-0000-10-130-1201-00-01-60400	Shift to Admin
Emergency Communications	10	01	Emergency Communications - Janitorial	9,750	-	100	100-12-0000-10-130-1201-00-01-65965	Shift from Admin
Emergency Communications	10	01	Emergency Communications - Salaries - Regular Part Time	(39,000)	-	100	100-12-0000-10-130-1201-00-01-60200	Shift to E911 noncity
Emergency Communications	10	01	E911 Non-county eligible exp - Payments to Other Agencies	39,000	-	100	100-12-0000-10-130-1202-00-01-64130	Shift from Admin
Fire	10	01	Ambulance - Charges/Fees for Service	-	495,000	100	100-13-0000-10-160-1303-03-01-45000	Adjust to Actual
Fire	10	01	Fire Suppression - Salaries-Regular Full Time	87,715	-	100	100-13-0000-10-150-1304-00-01-60100	Adjust to Actual
Fire	10	01	Fire Suppression - FICA - City Contribution	6,710	-	100	100-13-0000-10-150-1304-00-01-61100	Adjust to Actual
Fire	10	01	Fire Suppression - Pension - MFPRSI	19,789	-	100	100-13-0000-10-150-1304-00-01-61410	Adjust to Actual
Fire	10	01	Fire Suppression - Health Insurance	16,714	-	100	100-13-0000-10-150-1304-00-01-61510	Adjust to Actual
Fire	10	01	Fire Suppression - Life Insurance	57	-	100	100-13-0000-10-150-1304-00-01-61540	Adjust to Actual
Fire	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	(6,672)	100	100-17-0000-30-340-1703-04-01-44000	Adjust to Actual
Parks	76	02	Flora Park Asphalt Paving - Other Capital Outlay	(8,719)	-	100	100-30-0000-76-750-3070-00-02-67990-	Shift to Projects
Parks	76	02	EAGLE VALLEY PARK DEV - Other Capital Outlay	2,905	-	100	100-30-0000-76-750-3070-00-02-67990-	Shift from Flora Asphalt
Parks	76	02	WESTBROOK PARK DEVELOPMEN - Other Capital Outlay	2,905	-	100	100-30-0000-76-750-3070-00-02-67990-	Shift from Flora Asphalt
Parks	76	02	ENGLISH RIDGE PARK - Other Capital Outlay	2,909	-	100	100-30-0000-76-750-3070-00-02-67990-	Shift from Flora Asphalt
Community Impact	40	01	Administration - Meetings & Conferences	(6,000)	-	100	100-29-0000-40-460-2901-00-01-62400-	Shift to Comm Imp

Community Impact	40	01	Administration - Education Reimbursement	(2,000)	-	100	100-29-0000-40-460-2901-00-01-62500-	Shift to Comm Imp
Community Impact	40	01	Community Impact Admin - Furniture/Fixtures	8,000	-	100	100-31-0000-40-440-3101-00-01-67210-	Shift from MFC
Community Impact	40	01	Grants - Mileage	1	-	100	100-31-0000-40-440-3150-00-01-62325-	Adjust to Actual
Community Impact	40	01	Grants - Mileage	1	-	100	100-31-0000-40-440-3150-00-01-62325-	Adjust to Actual
Community Impact	40	01	Grants - Education Reimbursement	1	-	100	100-31-0000-40-440-3150-00-01-62500-	Adjust to Actual
Community Impact	40	01	Grants - Other Contractual Service	1,614	-	100	100-31-0000-40-440-3150-00-01-64990-	Adjust to Actual
Community Impact	40	01	Grants - Education Reimbursement	5,000	-	100	100-31-0000-40-440-3150-00-01-62500-	Adjust to Actual
Community Impact	40	01	Grants - Hourly Wages - Temp/Seasonal	5,000	-	100	100-31-0000-40-440-3150-00-01-60300-	Adjust to Actual
Community Impact	40	01	Grants - FICA - City Contribution	383	-	100	100-31-0000-40-440-3150-00-01-61100-	Adjust to Actual
Community Impact	40	01	Grants - Health Insurance	3,000	-	100	100-31-0000-40-440-3150-00-01-61510-	Adjust to Actual
Community Impact	40	01	Grants - State Grants	-	15,000	100	100-31-0000-40-440-3150-04-01-44400-	Adjust to Actual
Community Impact	40	01	Community Imp Econ Mobility - Salaries-Regular Full Time	57,833	-	100	100-31-0000-40-440-3102-00-01-60100-	New Grant
Community Impact	40	01	Community Imp Econ Mobility - FICA - City Contribution	4,424	-	100	100-31-0000-40-440-3102-00-01-61100-	New Grant
Community Impact	40	01	Community Imp Econ Mobility - IPERS - City Contribution	5,459	-	100	100-31-0000-40-440-3102-00-01-61300-	New Grant
Community Impact	40	01	Community Imp Econ Mobility - Health Insurance	13,423	-	100	100-31-0000-40-440-3102-00-01-61510-	New Grant
Community Impact	40	01	Community Imp Econ Mobility - Life Insurance	46	-	100	100-31-0000-40-440-3102-00-01-61540-	New Grant
Community Impact	50	01	Administration - Salaries-Regular Full Time	(62,738)	-	100	100-68-0000-50-510-6801-00-01-60100-	Shift to Comm Imp
Community Impact	50	01	Administration - FICA - City Contribution	(4,799)	-	100	100-68-0000-50-510-6801-00-01-61100-	Shift to Comm Imp
Community Impact	50	01	Administration - IPERS - City Contribution	(5,923)	-	100	100-68-0000-50-510-6801-00-01-61300-	Shift to Comm Imp
Community Impact	50	01	Administration - Health Insurance	(8,738)	-	100	100-68-0000-50-510-6801-00-01-61510-	Shift to Comm Imp
Community Impact	50	01	Administration - Life Insurance	(30)	-	100	100-68-0000-50-510-6801-00-01-61540-	Shift to Comm Imp
Community Impact	50	01	Administration - Meetings & Conferences	(2,610)	-	100	100-68-0000-50-510-6801-00-01-62400-	Shift to Comm Imp
Community Impact	50	01	Administration - Education Reimbursement	(5,525)	-	100	100-68-0000-50-510-6801-00-01-62500-	Shift to Comm Imp
Community Impact	50	01	Administration - Telecommunications	(450)	-	100	100-68-0000-50-510-6801-00-01-63730-	Shift to Comm Imp
Community Impact	50	01	Administration - Grants	(6,209)	-	100	100-68-0000-50-510-6801-00-01-64135-	Shift to Comm Imp
Community Impact	50	01	Administration - Printing	(2,844)	-	100	100-68-0000-50-510-6801-00-01-64140-	Shift to Comm Imp
Community Impact	50	01	Administration - Technology Services	(161)	-	100	100-68-0000-50-510-6801-00-01-64190-	Shift to Comm Imp
Community Impact	50	01	Administration - Speakers	(5,459)	-	100	100-68-0000-50-510-6801-00-01-64860-	Shift to Comm Imp
Community Impact	40	01	Community Impact Admin - Salaries-Regular Full Time	62,738	-	100	100-31-0000-40-440-3101-00-01-60100-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - FICA - City Contribution	4,799	-	100	100-31-0000-40-440-3101-00-01-61100-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - IPERS - City Contribution	5,923	-	100	100-31-0000-40-440-3101-00-01-61300-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Health Insurance	8,738	-	100	100-31-0000-40-440-3101-00-01-61510-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Life Insurance	30	-	100	100-31-0000-40-440-3101-00-01-61540-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	2,610	-	100	100-31-0000-40-440-3101-00-01-62400-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Education Reimbursement	5,525	-	100	100-31-0000-40-440-3101-00-01-62500-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Telecommunications	450	-	100	100-31-0000-40-440-3101-00-01-63730-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Grants	6,209	-	100	100-31-0000-40-440-3101-00-01-64135-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Printing	2,844	-	100	100-31-0000-40-440-3101-00-01-64140-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Technology Services	161	-	100	100-31-0000-40-440-3101-00-01-64190-	Shift from Econ Mob
Community Impact	40	01	Community Impact Admin - Speakers	5,459	-	100	100-31-0000-40-440-3101-00-01-64860-	Shift from Econ Mob
Recreation	40	01	Golf - Golf Fees	48,000	-	100	100-34-3403-40-440-3402-03-01-45442-	Adjust to Actual
Recreation	40	01	Golf - Golf Cart Rental	48,000	-	100	100-34-3404-40-440-3402-03-01-43350-	Adjust to Actual
Airport	20	01	Administration - Payments to Other Agencies	(418,893)	-	100	100-51-0000-20-280-5101-00-01-64130-	Adjust to Actual
Engineering	60	01	Facilities Management - HVAC Services	(3,000)	-	100	100-55-5515-60-650-5505-00-01-64870-	Shift to Facilities
Engineering	60	01	Facilities Management - Natural Gas	3,000	-	100	100-55-5515-60-650-5505-00-01-63711-	Shift from Facilities
Engineering	60	01	Facilities Management - Elevator Service	(4,000)	-	100	100-55-5516-60-650-5505-00-01-64865-	Shift to Facilities
Engineering	60	01	Facilities Management - Natural Gas	4,000	-	100	100-55-5516-60-650-5505-00-01-63711-	Shift from Facilities
Engineering	60	01	Facilities Management - HVAC Services	(2,000)	-	100	100-55-5520-60-650-5505-00-01-64870-	Shift to Facilities
Engineering	60	01	Facilities Management - Electricity	2,000	-	100	100-55-5520-60-650-5505-00-01-63710-	Shift from Facilities
Engineering	60	01	Facilities Management - Electricity	(4,398)	-	100	100-55-5525-60-650-5505-00-01-63710-	Shift to Admin
Engineering	20	01	Administration - Safety Equipment	4,398	-	100	100-55-0000-20-210-5501-00-01-65054-	Shift from Facilities
Engineering	60	01	Facilities Management - Electricity	(15,602)	-	100	100-55-5525-60-650-5505-00-01-63710-	Adjust to Actual
Engineering	60	01	Facilities Management - Natural Gas	(5,000)	-	100	100-55-5525-60-650-5505-00-01-63711-	Adjust to Actual
Engineering	60	01	Facilities Management - Stormwater	(684)	-	100	100-55-5525-60-650-5505-00-01-63742-	Adjust to Actual
Engineering	76	02	Fiber Partnership Agreements - County Contributions	-	(150,000)	100	100-55-0000-76-750-5570-05-02-44650-	Adjust to Actual
Engineering	20	01	One Call Location Service - One Call	(7,544)	-	100	100-54-0000-20-299-5409-00-01-64820-	Shift to Engineering
Engineering	20	01	Street and Traffic Lighting - One Call	7,544	-	100	100-55-5513-20-240-5517-00-01-64820-	Shift from Pub Wrks
Economical Development	76	02	2026 Community Catalyst - 1701 Cent - Grants	100,000	-	100	100-60-0000-76-750-6070-00-02-64135-	New Grant
Economical Development	76	02	2026 Community Catalyst - 1701 Cent - State Grants	-	100,000	100	100-60-0000-76-750-6070-05-02-44400-	New Grant

Economical Development	40	01	Arts and Cultural Affairs - Meetings & Conferences	(2,400)	-	100	100-60-0000-40-520-6002-00-01-62400	Shift to Arts Cult
Economical Development	40	01	Arts and Cultural Affairs - Technology Services	2,400	-	100	100-60-0000-40-520-6002-00-01-64190	Shift from Arts Cult
Housing	50	01	Administration - Salaries-Regular Full Time	(2,520)	-	100	100-61-0000-50-530-6101-00-01-60100	Shift to Capital
Housing	76	02	Urban Ag & Innov Prod Grant - Grants	2,520	-	100	100-61-0000-76-750-6170-00-02-64135	Shift from Operating
Housing	50	01	Urban Ag & Innov Prod Grant - Federal Grants	-	(169,361)	100	100-61-0000-50-530-6150-04-01-44000	Shift to Capital
Housing	76	02	Urban Ag & Innov Prod Grant - Federal Grants	-	169,361	100	100-61-0000-76-750-6170-05-02-44000	Shift from Operating
Housing	50	01	HOME Grant - Tenant Based Rental As - Contrib - Private Sources	-	(1,150)	100	100-61-6127-50-530-6150-04-01-47050	Adjust to Actual
Housing	50	01	HOME Grant - Tenant Based Rental As - Grants	(18,077)	-	100	100-61-6127-50-530-6150-00-01-64135	Adjust to Actual
Housing	50	01	Inspect and Construction Svcs - Credit Card Charge	(2,192)	-	100	100-61-6101-50-530-6103-00-01-64195-	Shift from Inspect
Housing	10	01	Inspect and Construction Svcs - Credit Card Charge	2,192	-	100	100-61-6102-10-170-6103-03-01-64195-	Shift to Inspect
Planning Services	50	01	Encyclopedia Dubuque Legacy Plan - Contrib - Private Sources	-	750	100	100-62-0000-50-540-6203-04-01-47050-	New Grant
Planning Services	50	01	Encyclopedia Dubuque Legacy Plan - Education Reimbursement	750	-	100	100-62-0000-50-540-6203-00-01-62500	New Grant
City Manager's Office	60	01	Sustainability - Program Materials	2,375	-	100	100-72-0000-60-610-7202-00-01-65025-	Adjust to Actual
City Manager's Office	60	01	Sustainability - Grants	2,375	-	100	100-72-0000-60-610-7202-00-01-64135-	Adjust to Actual
City Clerk's Office	60	01	Administration - Education Reimbursement	2,500	-	100	100-73-0000-60-620-7301-00-01-62500-	Adjust to Actual
Finance	76	02	Computer System Upgrade - Other Professional Service	(173,088)	-	100	100-74-0000-76-750-7470-00-02-64900-	Shift to Operating
Finance	60	01	Accounting - Hourly Wages - Temp/Seasonal	6,256	-	100	100-74-0000-60-620-7401-00-01-60300-	Adjust to Actual
Finance	60	01	Accounting - FICA - City Contribution	479	-	100	100-74-0000-60-620-7401-00-01-61100-	Adjust to Actual
Finance	60	01	Accounting - Other Professional Service	173,088	-	100	100-74-0000-60-620-7401-00-01-64900	Adjust to Actual
Finance	60	01	Accounting - Rental - Land/Bldgs/Parking	37,171	-	100	100-74-0000-60-620-7401-00-01-64160-	Adjust to Actual
Finance	60	01	Accounting - Building Maintenance	5,954	-	100	100-74-0000-60-620-7401-00-01-63100-	Adjust to Actual
Information Technology	76	02	Data Center - Salaries-Regular Full Time	285	-	100	100-77-0000-76-750-7770-00-02-60100-	Shift from 7769900002
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	(285)	-	100	100-77-0000-76-750-7770-00-02-65045-	Shift to 7769900003
Information Technology	50	01	Administration - Salaries-Regular Full Time	(41,674)	-	100	100-68-0000-50-510-6801-00-01-60100-	Shift to IT
Information Technology	50	01	Administration - FICA - City Contribution	(3,188)	-	100	100-68-0000-50-510-6801-00-01-61100-	Shift to IT
Information Technology	50	01	Administration - IPERS - City Contribution	(3,934)	-	100	100-68-0000-50-510-6801-00-01-61300-	Shift to IT
Information Technology	50	01	Administration - Health Insurance	(9,257)	-	100	100-68-0000-50-510-6801-00-01-61510-	Shift to IT
Information Technology	50	01	Administration - Life Insurance	(32)	-	100	100-68-0000-50-510-6801-00-01-61540-	Shift to IT
Information Technology	50	01	Administration - Meetings & Conferences	(510)	-	100	100-68-0000-50-510-6801-00-01-62400-	Shift to IT
Information Technology	50	01	Administration - Education Reimbursement	(65)	-	100	100-68-0000-50-510-6801-00-01-62500-	Shift to IT
Information Technology	60	01	Administration - Salaries-Regular Full Time	41,674	-	100	100-77-0000-60-699-7701-00-01-60100-	Shift from Econ Mob
Information Technology	60	01	Administration - FICA - City Contribution	3,188	-	100	100-77-0000-60-699-7701-00-01-61100-	Shift from Econ Mob
Information Technology	60	01	Administration - IPERS - City Contribution	3,934	-	100	100-77-0000-60-699-7701-00-01-61300-	Shift from Econ Mob
Information Technology	60	01	Administration - Health Insurance	9,257	-	100	100-77-0000-60-699-7701-00-01-61510-	Shift from Econ Mob
Information Technology	60	01	Administration - Life Insurance	32	-	100	100-77-0000-60-699-7701-00-01-61540-	Shift from Econ Mob
Information Technology	60	01	Administration - Meetings & Conferences	510	-	100	100-77-0000-60-699-7701-00-01-62400-	Shift from Econ Mob
Information Technology	60	01	Administration - Education Reimbursement	65	-	100	100-77-0000-60-699-7701-00-01-62500-	Shift from Econ Mob
Information Technology	76	02	IS Office Redesign - Salaries-Regular Full Time	125	-	102	102-77-0000-76-750-7770-00-02-60100-	Shift from 7769900002
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	(125)	-	102	102-77-0000-76-750-7770-00-02-65045-	Shift to 7769900001
TOTAL GENERAL FUND				35,344	465,498			

ROAD USE TAX FUND

Engineering	76	02	Grandview Street Light Repl - Other Capital Outlay	197,000	-	110	110-55-0000-76-750-5570-00-02-67990	Adjust to Actual
TOTAL ROAD USE TAX FUND				197,000	-			

OLDER ADULT HOME MODIFICATION

Housing	76	02	2024 Older Adults Home Modification - Grants	126,372	-	168	168-61-6131-76-750-6170-00-02-64135	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Contrib - Public Sources	-	(155,978)	168	168-61-6131-50-530-6150-04-01-47000	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Overtime	1,000	-	168	168-61-6131-50-530-6150-00-01-60400	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - FICA - City Contribution	6,500	-	168	168-61-6131-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - IPERS - City Contribution	7,500	-	168	168-61-6131-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Health Insurance	8,000	-	168	168-61-6131-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Life Insurance	200	-	168	168-61-6131-50-530-6150-00-01-61540	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Workers' Compensation	5,500	-	168	168-61-6131-50-530-6150-00-01-61600	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Meetings & Conferences	4,000	-	168	168-61-6131-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Education Reimbursement	200	-	168	168-61-6131-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Telecommunications	2,000	-	168	168-61-6131-50-530-6150-00-01-63730	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Advertising	1,000	-	168	168-61-6131-50-530-6150-00-01-64020	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Insurance - Liability	2,100	-	168	168-61-6131-50-530-6150-00-01-64081	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Relocations	2,000	-	168	168-61-6131-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Payments to Other Agencies	(320,000)	-	168	168-61-6131-50-530-6150-00-01-64130	Adjust to Actual

Housing	50	01	2024 Older Adults Home Modification - Printing	135	-	168	168-61-6131-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Copying	600	-	168	168-61-6131-50-530-6150-00-01-64145	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Technology Services	5,000	-	168	168-61-6131-50-530-6150-00-01-64190	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Technology Equipment	(4,000)	-	168	168-61-6131-50-530-6150-00-01-65045	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Postage/Shipping	515	-	168	168-61-6131-50-530-6150-00-01-65080	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Office Equipment	(4,600)	-	168	168-61-6131-50-530-6150-00-01-67250	Adjust to Actual
TOTAL OLDER ADULT HOME MODIFICATION				(155,978)	(155,978)			
COMMUNITY DEVELOPMENT BLOCK GRANT FUND								
Housing	76	02	CDBG Match - '24 HH Production - Other Capital Outlay	(100,000)	-	180	180-61-6130-76-750-6170-00-02-67990	CDBG Amend
Housing	76	02	CDBG Match - '24 HH Production - Loans	100,000	-	180	180-61-6130-76-750-6170-00-02-64134	CDBG Amend
Housing	76	02	CDBG - Crescent Community Health Ce - Grants	413,119	-	180	180-61-6123-76-750-6170-00-02-64135	CDBG Amend
Housing	50	01	CDBG Projects - Salaries-Regular Full Time	381	-	180	180-61-0000-50-530-6102-00-01-60100	CDBG Amend
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	(74,334)	-	180	180-61-0000-50-530-6150-00-01-60100	CDBG Amend
Housing	50	01	CDBG Administration - FICA - City Contribution	(6,500)	-	180	180-61-0000-50-530-6150-00-01-61100	CDBG Amend
Housing	50	01	CDBG Administration - IPERS - City Contribution	(8,500)	-	180	180-61-0000-50-530-6150-00-01-61300	CDBG Amend
Housing	50	01	CDBG Administration - Mileage	(50)	-	180	180-61-0000-50-530-6150-00-01-62325	CDBG Amend
Housing	50	01	CDBG Administration - Meetings & Conferences	(1,000)	-	180	180-61-0000-50-530-6150-00-01-62400	CDBG Amend
Housing	50	01	CDBG Administration - Education Reimbursement	(3,200)	-	180	180-61-0000-50-530-6150-00-01-62500	CDBG Amend
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	72,491	-	180	180-61-0000-50-530-6101-00-01-60100	CDBG Amend
Housing	50	01	CDBG Administration - FICA - City Contribution	6,000	-	180	180-61-0000-50-530-6101-00-01-61100	CDBG Amend
Housing	50	01	CDBG Administration - IPERS - City Contribution	7,500	-	180	180-61-0000-50-530-6101-00-01-61300	CDBG Amend
Housing	50	01	CDBG Administration - Health Insurance	15,500	-	180	180-61-0000-50-530-6101-00-01-61510	CDBG Amend
Housing	50	01	CDBG Administration - Life Insurance	65	-	180	180-61-0000-50-530-6101-00-01-61540	CDBG Amend
Housing	50	01	CDBG Administration - Workers' Compensation	26	-	180	180-61-0000-50-530-6101-00-01-61600	CDBG Amend
Housing	50	01	CDBG Administration - Meetings & Conferences	2,000	-	180	180-61-0000-50-530-6101-00-01-62400	CDBG Amend
Housing	50	01	CDBG Administration - Advertising	250	-	180	180-61-0000-50-530-6101-00-01-64020	CDBG Amend
Housing	50	01	CDBG Administration - Copying	200	-	180	180-61-0000-50-530-6101-00-01-64145	CDBG Amend
Housing	50	01	CDBG Administration - Rental - Equipment	50	-	180	180-61-0000-50-530-6101-00-01-64150	CDBG Amend
Housing	50	01	CDBG Administration - Office Supplies	400	-	180	180-61-0000-50-530-6101-00-01-65060	CDBG Amend
Housing	50	01	CDBG Administration - Postage/Shipping	400	-	180	180-61-0000-50-530-6101-00-01-65080	CDBG Amend
Housing	50	01	CDBG Zoning Enforcement - Services Other Depts	8,710	-	180	180-62-6125-50-510-6201-00-01-64005	CDBG Amend
Housing	50	01	CDBG - Code Enforcement - Salaries-Regular Full Time	10,000	-	180	180-61-6101-50-530-6103-00-01-60100	CDBG Amend
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND				443,508	-			
LEAD PAINT FUND								
Housing	76	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(1,715,625)	188	188-61-6115-76-750-6170-05-02-44100	Adjust to Actual
Housing	76	02	Healthy Homes Production 2021 - Housing & Urban Development	-	682,505	188	188-61-6114-76-750-6170-05-02-44100	Shift from 6100100016
Housing	76	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(682,505)	188	188-61-6115-76-750-6170-05-02-44100	Shift to 6100100015
Housing	50	01	2024 Healthy Homes Production Grant - Housing & Urban Development	413,672	-	188	188-61-6130-50-530-6150-00-01-44100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Reimbursements	500	-	188	188-61-6130-50-530-6150-04-01-47100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Overtime	100	-	188	188-61-6130-50-530-6150-00-01-60400	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Health Insurance	10,000	-	188	188-61-6130-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Meetings & Conferences	2,000	-	188	188-61-6130-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Education Reimbursement	9,000	-	188	188-61-6130-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Vehicle Fuel - Gasoline	2,200	-	188	188-61-6130-50-530-6150-00-01-63312	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Vehicle Repair - Internal	5,000	-	188	188-61-6130-50-530-6150-00-01-63320	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Vehicle Repair - Outsourced	2,000	-	188	188-61-6130-50-530-6150-00-01-63321	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Insurance - Liability	(20,806)	-	188	188-61-6130-50-530-6150-00-01-64081	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Payments to Other Agencies	(463,512)	-	188	188-61-6130-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Printing	(900)	-	188	188-61-6130-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Rental - Land/Bldgs/Parking	4,000	-	188	188-61-6130-50-530-6150-00-01-64160	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Technology Services	1,200	-	188	188-61-6130-50-530-6150-00-01-64190	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Operating Supplies	1,000	-	188	188-61-6130-50-530-6150-00-01-65070	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Office Equipment	1,000	-	188	188-61-6130-50-530-6150-00-01-67250	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Housing & Urban Development	-	674,514	188	188-61-0000-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Housing & Urban Development	-	1,300,000	188	188-61-6115-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Housing & Urban Development	-	180,495	188	188-61-6114-50-530-6150-04-01-44100	Adjust to Actual
TOTAL LEAD PAINT FUND				(33,546)	439,384			
HOUSING CHOICE VOUCHER FUND								
Housing	50	01	HCV Admin Fee - Housing & Urban Development	-	68,032	189	189-61-0000-50-530-6107-04-01-44100	Adjust to Actual

Housing	50	01	Housing Choice Voucher Program(HCV) - Housing & Urban Development	-	565,630	189	189-61-6110-50-530-6107-04-01-44100-	Adjust to Actual
Housing	50	01	HCV Admin Fee - Reimbursements	-	4,461	189	189-61-0000-50-530-6107-03-01-47100-	Adjust to Actual
Housing	50	01	Housing Choice Voucher Program(HCV) - Reimbursements	-	7,917	189	189-61-6110-50-530-6107-03-01-47100-	Adjust to Actual
Housing	50	01	HCV Admin Fee - Refunds	-	18	189	189-61-0000-50-530-6107-03-01-47150-	Adjust to Actual
Housing	50	01	HCV Admin Fee - Other Settlements	-	79	189	189-61-0000-50-530-6107-03-01-47205-	Adjust to Actual
Housing	50	01	Housing Choice Voucher Program(HCV) - Other Settlements	-	79	189	189-61-6110-50-530-6107-03-01-47205-	Adjust to Actual
TOTAL HOUSING CHOICE VOUCHER FUND				-	646,216			
STREET CONSTRUCTION FUND								
Engineering	76	02	Traffic Signal Mastarm retro - Other Capital Outlay	(128,957)	-	301	301-55-0000-76-750-5570-00-02-67990	Shift to 5524000046
Engineering	76	02	Asbury Rd Signalization - Other Capital Outlay	128,957	-	301	301-55-0000-76-750-5570-00-02-67990	Shift from 5524000004
Engineering	76	02	Traffic Signal Conduit Repl - Other Capital Outlay	(100,664)	-	301	301-55-0000-76-750-5570-00-02-67990	Shift to 5524000046
Engineering	76	02	Asbury Rd Signalization - Other Capital Outlay	100,664	-	301	301-55-0000-76-750-5570-00-02-67990	Shift from 5524000006
Engineering	76	02	Traffic Signal Inter Reconst - Other Capital Outlay	(188,949)	-	301	301-55-0000-76-750-5570-00-02-67990	Shift to 5524000046
Engineering	76	02	Asbury Rd Signalization - Other Capital Outlay	188,949	-	301	301-55-0000-76-750-5570-00-02-67990	Shift from 5524000008
TOTAL STREET CONSTRUCTION FUND				-	-			
SALES TAX FUND (20%)								
Finance	76	02	7800 Chavenelle - Finance Relocate - Buildings	675,293	-	304	304-74-0000-76-750-7470-00-02-67500-	Adjust to Actual
Finance	76	02	Computer System Upgrade - Technology Equipment	(419,455)	-	304	304-74-0000-76-750-7470-00-02-65045-	Adjust to Actual
TOTAL SALES TAX FUND (20%)				255,838	-			
GENERAL CONSTRUCTION FUND								
Engineering	76	02	Central Ave Streetscape - 11th-22nd - Engineering - Internal	(1,000,000)	-	305	305-55-0000-76-750-5570-00-02-64075-	Adjust to Actual
Engineering	76	02	East-West Corridor Capacity - Engineering - Internal	1,000,000	-	305	305-55-0000-76-750-5570-00-02-64075-	Adjust to Actual
Economical Development	76	02	DT Housing Creation Grant - Grants	225,000	-	305	305-60-0000-76-750-6070-00-02-64135-	Shift from 6052000002
Economical Development	76	02	Downtown Rehab Grant Program - Grants	(225,000)	-	305	305-60-0000-76-750-6070-00-02-64135-	Shift to 6052000004
Housing	76	02	Neighborhood Reinvestment - Other Capital Outlay	(68,989)	-	305	305-61-0000-76-750-6170-00-02-67990-	Shift to Loans
Housing	76	02	Neighborhood Reinvestment - Loans	68,989	-	305	305-61-0000-76-750-6170-00-02-64134	Shift from Oth Cap Out
Finance	76	02	Computer System Upgrade - Technology Equipment	(17,917)	-	305	305-74-0000-76-750-7470-00-02-65045-	Adjust to Actual
TOTAL GENERAL CONSTRUCTION FUND				(17,917)	-			
WATER CONSTRUCTION FUND								
Water	81	02	EPP Water Tower Demo - Other Capital Outlay	27,465	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000053
Water	81	02	Vehicle 4911 Tandem Dump Truck Repl - Vehicles	(27,465)	-	601	601-42-0000-81-810-4270-00-02-67100	Shift to 4281000070
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	226,500	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000044
Water	81	02	WTP Roof Repair - Other Capital Outlay	(226,500)	-	601	601-42-0000-81-810-4270-00-02-67990	Shift to 4281000050
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	71,800	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000044
Water	81	02	WTP Roof Repair - Other Capital Outlay	(71,800)	-	601	601-42-0000-81-810-4270-00-02-67990	Shift to 4281000050
Water	81	02	Vehicle 4901 Replacement - Vehicles	14,450	-	601	601-42-0000-81-810-4270-00-02-67100	Shift from 4281000053
Water	81	02	Vehicle 4911 Tandem Dump Truck Repl - Vehicles	(14,450)	-	601	601-42-0000-81-810-4270-00-02-67100	Shift to 4281000068
Water	81	02	Vehicle 4904 Replacement - Other Capital Outlay	8,007	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000053
Water	81	02	Vehicle 4911 Tandem Dump Truck Repl - Vehicles	(8,007)	-	601	601-42-0000-81-810-4270-00-02-67100	Shift to 4281000065
Water	81	02	Seippel Rd Water Main Lowering - Other Capital Outlay	25,355	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000021
Water	81	02	Water main upgrades - Other Capital Outlay	(25,355)	-	601	601-42-0000-81-810-4270-00-02-67990	Shift to 4281000059
Water	81	02	Vehicle 4901 Replacement - Vehicles	1,700	-	601	601-42-0000-81-810-4270-00-02-67100	Shift from 4281000062
Water	81	02	Deere X738 - Vehicles	(1,700)	-	601	601-42-0000-81-810-4270-00-02-67100	Shift to 4281000068
Water	81	02	EPP Water Tower Demo - Other Capital Outlay	2,800	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000062
Water	81	02	Deere X738 - Vehicles	(2,800)	-	601	601-42-0000-81-810-4270-00-02-67100	Shift to 4281000070
Finance	81	02	Computer System Upgrade - Technology Equipment	(60,071)	-	601	601-74-0000-81-810-7470-00-02-65045-	Adjust to Actual
TOTAL WATER CONSTRUCTION FUND				(60,071)	-			
SANITARY SEWER CONSTRUCTION FUND								
Engineering	76	02	Schmitt Island Sanitary Improvement - Other Capital Outlay	(700,000)	-	611	611-55-0000-76-750-5570-00-02-67990-	Shift to 5581500045
Engineering	76	02	Schmitt Island Sanitary Improvement - Other Capital Outlay	(900,000)	-	611	611-55-0000-76-750-5570-00-02-67990-	Shift to 5581500062
Engineering	76	02	Brunskill Rd Collector Sewer Recon - Other Capital Outlay	700,000	-	611	611-55-0000-76-750-5570-00-02-67990-	Shift from 5581500049
Engineering	76	02	Greeley St Sanitary Sewer Reconstru - Other Capital Outlay	900,000	-	611	611-55-0000-76-750-5570-00-02-67990-	Shift from 5581500049
Engineering	80	02	Kerper Blvd Lift Station - Other Capital Outlay	(144,603)	-	611	611-55-0000-80-815-5570-00-02-67990-	Shift to 4381500016
Engineering	80	02	Facility Management Plan Update - Engineering - Outsourced	144,603	-	611	611-43-0000-80-815-4370-00-02-64070-	Shift from 5581500047
Engineering	80	02	Kerper Blvd Lift Station - Other Capital Outlay	(200,000)	-	611	611-55-0000-80-815-5570-00-02-67990-	Shift to 5581500023
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	200,000	-	611	611-55-0000-80-815-5570-00-02-64990-	Shift from 5581500047
Finance	80	02	Computer System Upgrade - Technology Equipment	(166,962)	-	611	611-74-0000-80-815-7470-00-02-65045-	Adjust to Actual
TOTAL SANITARY SEWER CONST FUND				(166,962)	-			
STORM WATER OPERATING FUND								

Engineering	82	01	Stormwater Operations - Education Reimbursement	(6,500)	-	620	620-55-5509-82-865-5507-00-01-62500	Shift to Storm Ops
Engineering	82	01	Stormwater Operations - Electricity	6,500	-	620	620-55-5509-82-865-5507-00-01-63710	Shift from Storm Ops
TOTAL STORM WATER OPERATING FUND				-	-			
STORM WATER CONSTRUCTION FUND								
Engineering	82	02	Levi & Sullivan Intersection SS Ext - Other Capital Outlay	45,752	-	621	621-55-0000-82-865-5570-00-02-67990-	Shift from 5586500001
Engineering	82	02	Storm Sewer Replacements - Operating Supplies	(45,752)	-	621	621-55-0000-82-865-5570-00-02-65070-	Shift to 5586500043
Engineering	82	02	BRIC Grant Consult & Design - Other Contractual Services	100,000	-	621	621-55-0000-82-865-5570-00-02-64990	Adjust to Actual
Engineering	82	02	BRIC Grant Consult & Design - Other Professional Services	340,000	-	621	621-55-0000-82-865-5570-00-02-64900	Adjust to Actual
Finance	82	02	Computer System Upgrade - Technology Equipment	(78,478)	-	621	621-74-0000-82-865-7470-00-02-65045-	Adjust to Actual
TOTAL STORM WATER CONST FUND				361,522	-			
PARKING OPERATING FUND								
Parking Division	83	01	Ramps - Electricity	11,000	-	650	650-46-4603-83-830-4602-00-01-63710-	Shift from Admin
Parking Division	83	01	Administration - Technology Services	(11,000)	-	650	650-46-0000-83-830-4601-00-01-64190-	Shift to Ramps
Parking Division	83	01	Administration - Credit Card Charge	5,000	-	650	650-46-0000-83-830-4601-00-01-64195-	Shift to Ramps
Parking Division	83	01	Ramps - Building Maintenance	(2,000)	-	650	650-46-4607-83-830-4602-00-01-63100-	Shift from Admin
Parking Division	83	01	Administration - Education Reimbursement	(1,500)	-	650	650-46-0000-83-830-4601-00-01-62500-	Shift from Admin
Parking Division	83	01	Administration - Technology Services	(1,500)	-	650	650-46-0000-83-830-4601-00-01-64190-	Shift from Admin
Parking Division	83	01	Ramps - Credit Card Charge	4,000	-	650	650-46-4601-83-830-4602-00-01-64195-	Shift to Meters
Parking Division	83	01	Street Meters - Building Maintenance	(4,000)	-	650	650-46-0000-83-830-4604-00-01-63100-	Shift from Ramps
Parking Division	83	01	Ramps - Credit Card Charge	700	-	650	650-46-4607-83-830-4602-00-01-64195-	Shift from Admin
Parking Division	83	01	Administration - Flags	(700)	-	650	650-46-0000-83-830-4601-00-01-65930-	Shift to Ramps
Parking Division	83	01	Street Meters - Credit Card Charge	64,790	-	650	650-46-0000-83-830-4604-00-01-64195-	Shift from Meters
Parking Division	83	01	Administration - Technology Services	(21,700)	-	650	650-46-0000-83-830-4601-00-01-64190-	Shift to Admin
Parking Division	83	01	Administration - Uniform Purchase	(3,600)	-	650	650-46-0000-83-830-4601-00-01-65925-	Shift to Admin
Parking Division	83	01	Ramps - Equipment Maint/Repair	(4,000)	-	650	650-46-4601-83-830-4602-00-01-63400-	Shift to Admin
Parking Division	83	01	Ramps - Technology Equip Maint Cont	(3,900)	-	650	650-46-4603-83-830-4602-00-01-64980-	Shift to Admin
Parking Division	83	01	Street Meters - Building Maintenance	(4,700)	-	650	650-46-0000-83-830-4604-00-01-63100-	Shift to Admin
Parking Division	83	01	Ramps - Credit Card Charge	(2,341)	-	650	650-46-4602-83-830-4602-00-01-64195-	Shift to Admin
Parking Division	83	01	Ramps - Equipment Maint/Repair	(1,500)	-	650	650-46-4604-83-830-4602-00-01-63400-	Shift to Admin
Parking Division	83	01	Ramps - Elevator Service	(2,000)	-	650	650-46-4607-83-830-4602-00-01-64865-	Shift to Admin
Parking Division	83	01	Street Meters - Building Maintenance	(2,890)	-	650	650-46-0000-83-830-4604-00-01-63100-	Shift to Admin
Parking Division	83	01	Residential Parking District - Salaries - Regular Part Time	(18,159)	-	650	650-46-0000-83-830-4607-00-01-60200-	Shift to Admin
Parking Division	83	01	Parking Maintenance - Salaries - Regular Part Time	5,025	-	650	650-46-0000-83-830-4606-00-01-60200-	Adjust to Actual
Parking Division	83	01	Street Meters - Salaries - Regular Part Time	(5,560)	-	650	650-46-0000-83-830-4604-00-01-60200-	Adjust to Actual
TOTAL PARKING OPERATING FUND				(535)	-			
PARKING CONSTRUCTION FUND								
Parking Division	83	02	Port of Dubuque Ramp Maint - Contrib - Private Sources	(88,007)	-	651	651-46-0000-83-830-4670-05-02-47050-	Adjust to Actual
Parking Division	83	02	Port of Dubuque Ramp Maint - Contrib - Private Sources	88,007	-	651	651-46-0000-83-830-4670-05-02-47050-	Adjust to Actual
TOTAL PARKING CONSTRUCTION FUND				-	-			
REFUSE CONSTRUCTION FUND								
Finance	82	02	Computer System Upgrade - Technology Equipment	(1,736)	-	671	671-74-0000-82-865-7470-00-02-65045-	Adjust to Actual
TOTAL REFUSE CONSTRUCTION FUND				(1,736)	-			
TRANSIT OPERATING FUND								
Transit Division	86	01	Bus Operations - Tires/Tubes	12,688	-	690	690-53-0000-86-850-5303-00-01-63325-	Shift from Minibus
Transit Division	86	01	MiniBus Operations - Tires/Tubes	(12,688)	-	690	690-53-0000-86-850-5304-00-01-63325-	Shift to Bus Ops
Transit Division	86	01	Administration - Building Maintenance	1,120	-	690	690-53-0000-86-850-5301-00-01-63100-	Shift from Admin
Transit Division	86	01	Administration - Advertising	(1,120)	-	690	690-53-0000-86-850-5301-00-01-64020-	Shift to Admin
Transit Division	86	01	Intermodal - Credit Card Charge	3,401	-	690	690-53-0000-86-850-5302-00-01-64195-	Shift from Bus Mnt
Transit Division	86	01	Bus Maintenance - Safety Supplies	(3,000)	-	690	690-53-0000-86-850-5305-00-01-65100-	Shift to Intermodal
Transit Division	86	01	Administration - Copying	(401)	-	690	690-53-0000-86-850-5301-00-01-64145-	Shift to Intermodal
Transit Division	86	01	Bus Operations - Technology Services	1,399	-	690	690-53-0000-86-850-5303-00-01-64190-	Shift from Minibus
Transit Division	86	01	MiniBus Operations - Technology Services	(1,399)	-	690	690-53-0000-86-850-5304-00-01-64190-	Shift to Bus Ops
Transit Division	86	01	Intermodal - Building Maintenance	15,000	-	690	690-53-0000-86-850-5302-00-01-63100-	Shift from Intermodal
Transit Division	86	01	Intermodal - Technology Equipment	(15,000)	-	690	690-53-0000-86-850-5302-00-01-65045-	Shift to Intermodal
Transit Division	86	01	Administration - Technology Equipment	27,560	-	690	690-53-0000-86-850-5301-00-01-65045-	Shift from Admin
Transit Division	86	01	Administration - Payments to Other Agencies	(27,560)	-	690	690-53-0000-86-850-5301-00-01-64130-	Shift to Admin
Transit Division	86	01	Bus Operations - Technology Services	4,320	-	690	690-53-0000-86-850-5303-00-01-64190-	Shift from Admin
Transit Division	86	01	Administration - Payments to Other Agencies	(4,320)	-	690	690-53-0000-86-850-5301-00-01-64130-	Shift to Admin
Transit Division	86	01	Bus Operations - Technology Services	5,000	-	690	690-53-0000-86-850-5303-00-01-64190-	Shift from Admin

Transit Division	86	01	Administration - Advertising		(5,000)	-	690 690-53-0000-86-850-5301-00-01-64020-	Shift to Bus Ops
TOTAL TRANSIT OPERATING FUND					-	-		
LANDFILL FUND								
Finance	90	02	Computer System Upgrade	- Technology Equipment	(53,956)	-	950 950-74-0000-90-840-7470-00-02-65045-	Adjust to Actual
TOTAL LANDFILL FUND					(53,956)	-		
TRANSFERS								
Finance	Trans01	02	7800 Chavenelle - Finance Relocate - Transfer In General Fund		-	255,838	304 304-74-0000-76-750-7470-03-02-49100-	Transfer Funds
Finance	Trans01	01	No Sub-Activity - Transfers Out to Sales Tax Con		255,838	-	100 100-10-0000-00-000-0000-00-01-69304-	Transfer Funds
Engineering	Trans02		BRIC Grant Consult & Design - Transfer In General Fund		-	440,000	621 621-55-0000-82-865-5570-90-02-49100	Transfer Funds
Engineering	Trans02		No Sub-Activity - Transfers Out to Storm Cap		440,000		100 100-00-0000-00-000-0000-00-01-69621	Transfer Funds
TOTAL TRANSFERS					695,838	695,838		
TOTAL AMEND #2					1,498,349	2,090,958		

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Bee Branch Trail Project - Phase 3 (12th to 9th Street) Iowa DOT Project

SUMMARY: Proof of Publication on notice of public hearing to approve the plans, specifications, form of contract and estimated cost for the Bee Branch Creek Trail Project – Phase 3 Project and City Manager recommending approval.
RESOLUTION Bee Branch Creek Trail Project – Phase 3, Iowa DOT TAP-U-2100(711)—8I-31, Approval of Plans, Specifications, Form of Contract, and Estimated Cost

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

ATTACHMENTS:

1. MVM Memo Bee Branch Trail Project - Phase 3 (12th to 9th Street) Public Hearing
2. Bee Branch Trail Phase 3 (711) - Initiate Set PH Staff Memo
3. Bee Branch Trail Phase 3- PH Approve Plans Specs Contract Cost RESOLUTION

TO: The Honorable Mayor and City Council Members

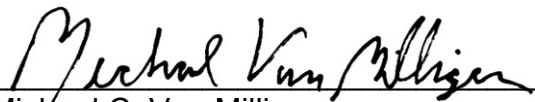
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bee Branch Trail Project - Phase 3 (12th to 9th Street)
Public Hearing
(Iowa DOT Project Number TAP-U-2100--(711)-8I-31)

DATE: May 13, 2026

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and construction estimate of \$236,750.10 for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) - 8I-31.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Bob Schiesl, Asst City Engineer
Nathan Steffen, Civil Engineer
John Kraye, Civil Engineer
Adam Decker, Engineering Design Technician

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: May 12, 2026
RE: Bee Branch Trail Project - Phase 3 (12th to 9th Street)
Public Hearing
(Iowa DOT Project Number TAP-U-2100--(711)-8I-31)

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) - -8I-31.

BACKGROUND

This project was originally bid to include bicycle and pedestrian connectivity along Pine Street from the Lower Bee Branch Trail located at 12th Street, southward towards E. 11th Street, along Pine Street, with bike lane connections on both E. 11th Street and E. 9th Street. Engineering has solicited bids through the Iowa DOT for the project for May 19, 2026.

During the development of the original bid documents, Engineering staff developed in-house concepts where the trail would connect from 12th Street and use green space on between the northbound on-ramp for US 151/61 and Tucker Freight's property to allow a crossing on E. 11th Street to the upgraded mixed-used trail along Pine Street. Some considerations for cyclists traveling westbound on E. 11th Street for crossing the on-ramp was finalized with Iowa DOT staff.

During the design process, coordination with the Iowa DOT identified the need to accommodate the planned reconstruction of the Pine Street and E. 9th Street/Kerper Boulevard intersection. To avoid future removal of newly constructed improvements, the trail design has been adjusted accordingly. As a result, bicycle connectivity through this area will be provided via an on-street lane extending from the intersection to the limits of the future reconstruction project.

DISCUSSION

Engineering staff worked in-house to create this trail connection while working diligently with the Iowa DOT.

The project will include the construction of a 10' wide mixed-use PCC concrete trail from along Pine Street from E. 11th Street to E. 9th Street, with on-street bike lane connectivity on E. 9th Street and E. 11th Street. The project will include the following:

- 943 LF of PCC Concrete Trail
- 1,400 LF of On-Street Bike Lanes

- Rectangular Rapid Flashing Beacon (RRFB) Crosswalk on E. 11th Street

PROJECT SCHEDULE

The schedule for the Bee Branch Creek Trail Phase III Project is as follows:

Iowa DOT Advertisement for Bids	May 1, 2026
City Initiate Concurrence in Public Bidding Process	May 4, 2026
City Publish Public Hearing Notice on Plans & Specs	May 8, 2026
City Public Hearing on Plans & Specifications	May 18, 2026
Iowa DOT Receipt of Bids Proposals (Bid Letting)	May 19, 2026
City Award Construction Contract (Subject to IDOT Approval)	June 1, 2026
Iowa DOT Late Start Date	July 1, 2026
Contract Completion Date	30-60 Working Days

The project will be let by the Iowa DOT and will be constructed on a working day contract. The number of working days will be defined by the Office of Contracts at the Iowa DOT in Ames, IA.

RECOMMENDATION

I recommend that the City Council approve the plans, specifications, form of contract and construction estimate for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31.

BUDGET IMPACT

The original estimate prior to bidding for the Bee Branch Creek Trail Project – Phase 3 Project are as follows:

Description	Estimate
Construction	\$ 236,750.10
Contingency	31,485.90
Subtotal	\$ 268,236.00
Engineering Design and Administration	40,186.00
Total Construction Cost Estimate	\$308,422.00

The proposed project funding is summarized as follows:

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

ACTION TO BE TAKEN

I respectfully request the City Council conduct a public hearing to approve the plans, specifications, form of contract and estimated cost for the Bee Branch Creek Trail

Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31 through the adoption of the enclosed resolution.

Prepared By Justine Hull, Traffic Engineer

cc: Bob Schiesl, Asst City Engineer
John Kraye, Civil Engineer

Nathan Steffen, Civil Engineer

Adam Decker, Engineering Design Technician

RESOLUTION NO. ____ -26

**BEE BRANCH CREEK TRAIL PROJECT – PHASE 3
IOWA DOT TAP-U-2100(711)—8I-31**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

WHEREAS, the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31 will provide for the construction of a 10' wide mixed-use PCC concrete trail along Pine Street from E. 11th Street to E. 9th Street, with on-street bike lane connectivity on E. 9th Street and E. 11th Street. The project will include the following:

- 943 LF of PCC Concrete Trail
- 1,400 LF of On-Street Bike Lanes
- Rectangular Rapid Flashing Beacon (RRFB) Crosswalk on E. 11th Street

WHEREAS, the City Council, by Resolution No. 168-26, dated the 4th day of May, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 18th day of May, 2026 on the plans, specifications, form of contract, and estimated cost for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31.

**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 Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31 in the estimated construction amount of \$236,750.10, are hereby approved.

Passed, approved and adopted this 18th day of May 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 6.

ITEM TITLE: Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents

SUMMARY: Proof of Publication on notice of public hearing to approve the plans, specifications, form of contract, and estimated cost of \$290,972.00 for the Greyhound Park Road Water Main Loop Project and City Manager recommending approval.
RESOLUTION Greyhound Park Road Water Main Loop Project Approval of Plans, Specifications, Form of Contract, and Estimated Cost

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

ATTACHMENTS:

1. MVM Memo Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents
2. Greyhound Park Rd WM Loop PH and Approve P&S Memo
3. Greyhound Park Rd WM Loop Approve P&S Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

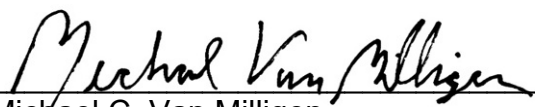
SUBJECT: Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents

DATE: May 13, 2026

Water Department Director Christopher Lester is recommending City Council approval of the plans, specifications, form of contract, and estimated cost of \$290,972.00 for the Greyhound Park Road Water Main Loop Project.

This project provides for the installation of approximately 785 linear feet of 8-in ductile iron pipe north of the existing dog track on Greyhound Park Road. Currently, water does not circumnavigate the entire island. The island's water supply comes through a 12-in water main connection along the East 16th Street bridge. To ensure a sound, fully functioning system, a backup/redundant supply of water that does circumnavigate the island is needed, allowing repairs anywhere on the island to have access to water. The new water main will create a looped system and provide a redundant water supply, supporting improved reliability and service.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: May 12, 2026

SUBJECT: Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents

INTRODUCTION

The purpose of this memorandum is to request the City Council conduct a public hearing and grant approval of the plans, specifications, form of contract, and estimated cost for the Greyhound Park Road Water Main Loop Project.

BACKGROUND

The FY26 CIP Greyhound Park Road Water Main Loop Project (CIP No. 4281000066) includes a total budget \$120,000.00 for the design and construction of the project, with funding through the Water Construction Fund. The project is expected to take place within FY26 and FY27.

This project provides for the installation of approximately 785 linear feet of 8-in ductile iron pipe north of the existing dog track on Greyhound Park Road. Currently, water does not circumnavigate the entire island. The island's water supply comes through a 12-in water main connection along the East 16th Street bridge. To ensure a sound, fully functioning system, a backup/redundant supply of water that does circumnavigate the island is needed, allowing repairs anywhere on the island to have access to water. The new water main will create a looped system and provide a redundant water supply, supporting improved reliability and service.

This project is part of the 2024 Chaplin Schmitt Island Development Plan along with the Admiral Sheehy Drive Water Main Loop and the Hamilton Street Water Main Extension to City Island.

In December 2025, MSA Professional Services was awarded the design for the project, which included final plans and specifications for Bidding. MSA Professional Services has completed the plans and specifications for the installation of an 8-inch water main extension. The scope of work in this phase includes the installation of approximately 785 lineal feet of 8-in water main, and water main appurtenances along the existing trail on the north side of the Q Casino property, and includes various surface restorations including HMA trail and seeding. The Engineer's Construction Cost Estimate is \$290,972.00.

DISCUSSION

The City Council approved Bid Initiation proceedings at its meeting on May 4, 2026, and the project was publicly advertised on May 8, 2026.

The public hearing for reviewing the proposed plans and specifications, form of contract, and estimated project cost is scheduled for May 18, 2026.

PROJECT SCHEDULE

The schedule for the project is as follows:

- | | |
|--|-------------------|
| – Council Initiate | May 4, 2026 |
| – Advertise for Bids and Publish the Public Hearing Notice | May 8, 2026 |
| – Public Hearing | May 18, 2026 |
| – Receipt of Bid Proposals | June 4, 2026 |
| – Award Construction Contract | June 15, 2026 |
| – Substantial Completion Date | September 4, 2026 |
| – Final Completion Date | October 2, 2026 |

BUDGET IMPACT

The original estimate of probable cost for the for the Greyhound Park Road Water Main Loop Project (CIP No. 4281000066) are provided as follows:

Description	Cost Estimate
Consulting Engineering Services	\$20,000.00
Construction	\$100,000.00
Total Estimated Project Cost	\$120,000.00

FY26 Budgeted Expenses for the Greyhound Park Road Water Main Loop Project (CIP No. 4281000066) are provided as follows:

CIP	Fund	Budgeted Expenses	Amount
4281000066	Water Construction	Construction	\$120,000.00
Total Project Budgeted Expenses			\$120,000.00

The proposed construction project will be pulled from the Construction line item which has a current available expense value of \$107,921.00, of which \$100,000.00 was originally allocated to the proposed construction contract.

The Engineer's estimate of construction cost is approximately \$291,000.00. Water Department staff have identified FY26 funding available in other Water CIPs that could be used to cover these funds. The Water Department plans to use the Water Main Replacements – Streets

Project (CIP No. 4281000005) to cover the funding difference. This project has an available balance of approximately \$225,000.00.

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution approving the plans, specifications, form of contract, and estimated for the Greyhound Park Road Water Main Loop Project (CIP No. 4281000066).

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

RESOLUTION NO.

GREYHOUND PARK ROAD WATER MAIN LOOP PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the Greyhound Park Road Water Main Loop Project will generally consist of the installation of approximately 785 linear feet of 8-in ductile iron pipe north of the existing dog track on Greyhound Park Road to connect two mains that currently terminate at a dead-end hydrant; and

WHEREAS, the City Council, by Resolution No. 169-26, dated 4th day of May, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Greyhound Park Road Water Main Loop Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on the 18th day of May, 2026 on the plans, specifications, form of contract, and estimated cost for the Greyhound Park Road Water Main Loop Project.

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

Section 1. That the attached plans, specifications, form of contract and estimate of total cost for the Greyhound Park Road Water Main Loop Project in the estimated construction amount of \$290,972.00, are hereby approved.

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

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE: City Manager Recommendation to Appoint Assistant Chief of Police Joe Messerich as the Next City of Dubuque Chief of Police

SUMMARY: City Manager providing an overview of the recruitment and evaluation process for the next Chief of Police and to recommend approval of the final candidate for appointment. This appointment requires approval by a majority vote of the City Council, in accordance with Iowa Code § 400.13(3), which states: "In cities under a council-manager form of government, the city manager shall make the appointments with the approval of the city council

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo City Manager Recommendation to Appoint Assistant Chief of Police Joe Messerich as the Next City of Dubuque Chief of Police
2. Messerich Resume - 2026 DPD
3. Police Department Annual Report 2025
4. Messerich Recommended for Dubuque Chief of Police Press Release

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: City Manager Recommendation to Appoint Assistant Chief of Police Joe Messerich as the Next City of Dubuque Chief of Police

DATE: May 14, 2026

INTRODUCTION

The purpose of this memorandum is to provide an overview of the recruitment and evaluation process for the next Chief of Police and to recommend approval of the final candidate for appointment. This appointment requires approval by a majority vote of the City Council, in accordance with Iowa Code § 400.13(3), which states: "In cities under a council-manager form of government, the city manager shall make the appointments with the approval of the city council."

BACKGROUND

Chief Jeremy Jensen was appointed Chief of Police in February 2022. Since his appointment, Chief Jensen has served with distinction providing consistent leadership, guided departmental operations, and supported key community engagement initiatives.

Chief Jensen has formally notified the City of his intent to retire effective August 3, 2026. In anticipation of this leadership transition, the City Manager initiated the recruitment and assessment process for identifying the next Chief of Police.

SCOPE OF RECRUITMENT

I made the decision to start this recruitment only accepting applications from current Dubuque Police Department employees.

The City of Dubuque has an extremely talented group of police officers at every level in the department. You only need to look at the outcomes the department produces to identify that fact.

The State of Iowa is one of the safest states in the country and Dubuque is one of the safest large cities in the State of Iowa. Looking at the 2025 Dubuque Police Department Annual Report is very instructive.

Total Part 1 crimes in Dubuque fell by more than 24% from 2023 to 2025. In 2025, the total number of Part 1 crimes decreased by 4.4% from 2024 and was 14.4% lower than the five-year average.

The National Crime clearance rate for Crimes Against Persons is 48%. The Dubuque Police Department's clearance rate for these crimes is 56%.

The National Crime clearance rate for Crimes Against Property is 14%. The Dubuque Police Department's clearance rate for these crimes is 37%.

In 2025, the Dubuque Police Department responded to six incidents of shots fired. This figure represents the lowest total since 2020 and is a small fraction of the number in other Midwest cities.

The Dubuque Police Department has embraced technology as a force multiplier, including the creation of the Precision Policing Center staffed by 4 civilian positions.

The Dubuque Police Department has a stellar reputation for working with other agencies including the Dubuque County Sheriff's Office.

Community Oriented Policing is not just a unit in the Police Department it is a philosophy of how the entire department operates. Two impressive examples of how the Dubuque Police Department supports crime prevention is the School Resource Officer Program and the Crisis Intervention Team.

DISCUSSION

To support this high-profile executive search, the City engaged MGT Consulting, a third-party recruitment and public sector advisory firm. An introductory project meeting was held on Thursday, February 26, 2026, with Assistant City Manager Cori Burbach, Talent Acquisition Manager Kristen Dietz, and the MGT recruitment team. The City requested MGT's assistance in three primary areas:

1. Candidate Review & Evaluation

MGT was asked to assist with the structured evaluation of all applicants, including:

- Reviewing candidate credentials based on the job description and established qualification criteria.
- Narrowing the applicant pool to candidates meeting minimum and preferred standards.
- Administering a multi-stage evaluation process consisting of:
 - Completion of a detailed professional experience questionnaire
 - A live, consultant-led video interview (45–60 minutes)
 - Reference checks for selected candidates
 - Internet and social media screening for finalists

2. Presentation of Recommended Candidates

MGT was also tasked with preparing and delivering a comprehensive Recruitment Report, including:

- A candidate portfolio with key credentials and standardized summary résumés
- A complete log of all applicants, with résumés.
- Delivery of the report prior to the Recruitment Report Presentation meeting
- A detailed briefing with City leadership to review findings and provide additional candidate insights

3. Background Screening

For finalists, MGT conducted a robust background investigation, including:

- Social Security Trace and Verification
- U.S. Federal Criminal Search
- Enhanced Verified National Criminal Search (including FBI, DEA, ATF, Interpol, OFAC, OIG, GSA, SAM, FDA, and national felony/misdemeanor databases)
- County and statewide criminal checks
- Civil litigation search
- Bankruptcy, lien, and judgment review
- Motor vehicle record screening
- Education verification (all degrees)

Civil Service Process

On April 14, 2026, the Civil Service Commission certified the Police Chief eligibility list. This list, forwarded to the City Council on April 20, 2026, includes two exceptional internal candidates:

- Richard Fullmer
- Joseph Messerich

Interview Panels

There were multiple interview panels involved in the process as follows:

Main Interview Panel:

City Manager Mike Van Milligen
City Attorney Crenna Brumwell
Assistant City Manager Cori Burbach
Fire Chief Amy Scheller
Community Impact & Neighborhood Support Director Antonio Mouzon

Police Staff Interview Panel:

Corporal Chris Gorrell
Lieutenant Ann Dauderman
Lieutenant Luke Bock
Corporal Joel Cross
Corporal Justin Dura
COP Officer Alyssa Klawitter
Records Supervisor Shelley Laird
Patrol Officer Dylan Doerges
Patrol Officer Austin Manders

Community and Staff Interview Panel:

Michael Taylor
Anthony Allen
Amy Hawkins
Carla Heathcote
Emergency Management Agency Coordinator Tom Berger
Emergency Communications Director Jessica George Rethwisch

Sherriff Joe Kennedy was unable to participate in the interview process, but his opinion was provided.

Results from Interview Panels

There was near unanimous support for selection of Assistant Chief Joe Messerich for appointment as the next Chief of Police.

Stakeholders consistently highlighted Assistant Chief Messerich's extensive command experience, professional training, leadership across multiple divisions, and strong community and interagency involvement. His qualifications align with the City's commitment to modern policing, organizational development, and effective public service delivery.

CANDIDATE SUMMARY: JOE MESSERICH

Assistant Chief Joe Messerich brings more than two decades of progressive experience within the Dubuque Police Department and a strong record of operational leadership, community partnership, and organizational stewardship.

Executive Profile

- Senior law enforcement leader with extensive command experience
- Master of Business Administration with emphasis in leadership and human resource management
- Graduate of:
 - FBI National Academy (Session 287)
 - Police Executive Research Forum Senior Management Institute for Police

Career Progression

- Police Officer – Patrol Division (2001–2007)
- Corporal – Community Oriented Policing Division (2007–2009)
- Corporal – Criminal Investigations Division (2009–2011)
- Lieutenant – Patrol Division (2011–2018)
- Lieutenant – Community Oriented Policing Division (2018–2020)
- Captain – Patrol Division (2020)
- Captain – Professional Standards / Internal Affairs (2020–2022)
- Assistant Chief of Police (2022–Present)

Leadership & Specialized Experience

- FBI Joint Terrorism Task Force participant
- Active Shooter Response Instructor and Coordinator (2006–2020)
- Tactical Unit leadership including Rifle Team Supervisor and Entry Team member
- Field Training Officer and Supervisor, mentoring and developing new officers
- Adjunct Instructor at the University of Dubuque (Sociology and Law Enforcement)

Professional Contributions

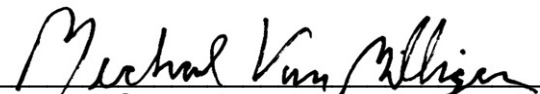
- Executive Board Member, Scouting America (Northeast Iowa Council)
- Chair, Risk Management Committee
- Member, City Safety Committee / Incident Review Team
- Member, City Assessment and Care Team

Education

- Master of Business Administration, University of Dubuque
- Bachelor of Business Administration in Human Resource Management, summa cum laude
- Iowa Law Enforcement Academy Certified Peace Officer

RECOMMENDATION

Based on the comprehensive recruitment, evaluation, and stakeholder review process, I respectfully recommend that the Mayor and City Council approve my appointment of Assistant Chief of Police Joseph Messerich as the next Chief of Police for the City of Dubuque.


 Michael C. Van Milligen

MCVM:sv

Attachment: Joseph Messerich's Resume

cc: Joe Messerich, Assistant Chief of Police
 Crenna Brumwell, City Attorney
 Cori Burbach, Assistant City Manager
 Jeremy Jensen, Chief of Police
 Shelley Stickfort, Chief Human Resources Officer
 Kristen Dietz, Talent Acquisition Manager
 Amy Scheller, Fire Chief
 Antonio Mouzon, Community Impact & Neighborhood Support Director

Joseph A. Messerich

770 Iowa St • Dubuque, IA 52001 • Phone: (563) 589-4411 • Email: jmesserich@cityofdubuque.org

EXECUTIVE PROFILE

Senior police manager with 20+ years of law enforcement experience. Holds a Master of Business Administration with an academic focus in leadership and human resource management. Graduate of the Police Executive Research Forum's Senior Management Institute for Police and the FBI National Academy.

EMPLOYMENT/EXPERIENCE

<i>2022-Present</i>	Assistant Chief of Police: Promoted to Assistant Chief of Police. Current rank.
<i>2017-Present</i>	University of Dubuque Adjunct Instructor: Courses taught include Intro to Sociology and Intro to Law Enforcement.
<i>2020-2022</i>	Captain/Professional Standards: Lateral transfer to Professional Standards/Internal Affairs.
<i>2020-2020</i>	Captain/Patrol Division: Promoted to Captain and assigned to Patrol Division.
<i>2018-2020</i>	Lieutenant/Community Oriented Policing Division (COP): Lateral transfer to COP Division. Served as the Public Information Officer and supervised the School Resource Officer Unit.
<i>2011-2018</i>	Lieutenant/Patrol Division: Promoted to Lieutenant and assigned to Patrol Division.
<i>2009-2011</i>	Corporal/Criminal Investigation Division (CID): Lateral transfer to CID.
<i>2007-2009</i>	Corporal/Community Oriented Policing Division (COP): Promoted to Corporal and assigned to Community Policing.
<i>2001-2007</i>	Officer/Patrol Division: Hired by the Dubuque Police Department (December 16, 2001).

SPECIAL ASSIGNMENTS

FBI Joint Terrorism Task Force (JTTF):

Participate in security briefings up to the secret clearance level and collaborate with others to mitigate the threat of terrorism locally.

Law Enforcement Instructor:

Obtained instructor certifications in the following law enforcement disciplines: De-Escalation (Force Science, 2021), Firearms (ILEA, 2007), Open-Sight Rifle (ILEA, 2009), and Chemical Munitions (ILEA, 2007).

Active Shooter Response Instructor/Coordinator (2006-2020):

Instructed/coordinated active shooter response training for the Dubuque Police Department, Dubuque Fire Department, and multiple other law enforcement agencies. Served as an instructor and advisor for numerous public and private sector organizations.

Joseph A. Messerich

770 Iowa St • Dubuque, IA 52001 • Phone: (563) 589-4411 • Email: jmesserich@cityofdubuque.org

Dubuque Police Explorer Post Advisor (2010-2020):

Led the Dubuque Police Explorer Program, serving as the Post Advisor. Awarded the Northeast Iowa Council Leadership Award for exceptional leadership in Exploring.

Rifle Team Supervisor (2011-2020):

Supervised the sniper/marksman element of the Tactical Unit. Responsibilities included planning, instructing, budgeting, ordering equipment, selecting and training new members, and planning/supervising tactical operations.

Tactical Entry Team Member/Squad Leader (2005-2011):

Member of the Dubuque Police Department's Tactical Entry Team - various positions, including Squad Leader.

Field Training Officer/Field Training Supervisor (2005-2018):

Selected as a Field Training Officer (FTO) in 2005, later served as a Field Training Supervisor, overseeing the training of new officers and providing training to FTOs.

Boards, Committees, & Teams:

Executive Board Member – Scouting America (formerly Boy Scouts of America), Northeast Iowa Council (Risk Management Committee – Chair, Exploring Committee) • Member of the City of Dubuque's Safety Committee/Incident Review Team • Member of the City of Dubuque's Assessment and Care Team

Former Service: Member of the City's Wellness Committee • Member of the DPD Awards and Recognition Committee • Member of the Unity Point - Visiting Nurses Association (VNA) Board

SELECTED SPECIALIZED TRAINING

FBI National Academy:

Session 287. Graduate Certificate in Criminal Justice Education from the University of Virginia. Quantico, VA. July-Sept. 2023.

Police Executive Research Forum Senior Management Institute for Police (SMIP):

Session 81. Orlando, FL. July 2021.

Investigations:

Enhanced Force Investigations (Critical Incident Review, 2021) • Internal Affairs Investigations (FBI-LEEDA, 2021) • Interview and Interrogation (Dr. Steven Rhoads, 2009) • Basic Crime Scene Investigation (Iowa DCI, 2009).

Human Relations:

EQ Practitioner Certification (Six Seconds, 2020) • Effective Communications & Human Relations/Skills for Success (Dale Carnegie, 2018).

FEMA/Department of Homeland Security/Tactical:

Incident Command System/National Incident Management System (various courses 400 level and below) and All-Hazards Public Information Officer • Prevention of and Response to Suicide Bombing Incidents (Nex Mexico Tech, 2015) • Law Enforcement Protective Measures for CBRNE Incidents (DHS CDP, 2013) • Mobile Field Force (DHS CDP, 2010) • Advanced (SWAT) Tactics (Fulcrum Tactical, 2009) • Training Management & Risk Mitigation for SWAT (NTOA, 2015).

Peace Officer Certification:

Iowa Law Enforcement Academy, 185th basic class. Awards: 300 Point Club.

Joseph A. Messerich

770 Iowa St • Dubuque, IA 52001 • Phone: (563) 589-4411 • Email: jmesserich@cityofdubuque.org

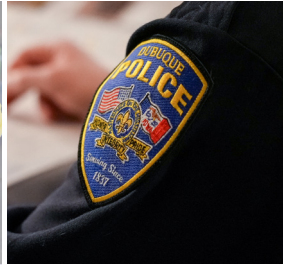
EDUCATION

- 2015-2016* **University of Dubuque – Dubuque, IA:**
Master of Business Administration.
- 2013-2015* **University of Dubuque – Dubuque, IA:**
Bachelor of Business Administration in Human Resource Management, *summa cum laude*.
- 2000-2001* **Western Illinois University – Macomb, IL:**
44 credit hours in the Law Enforcement and Justice Administration program.



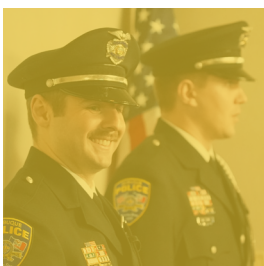
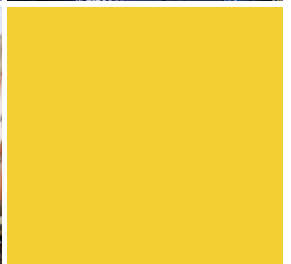
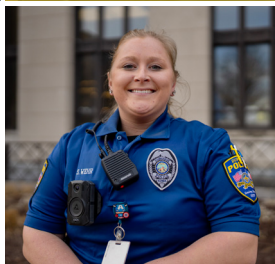
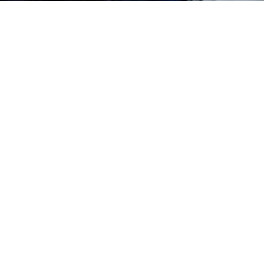
2025

DUBUQUE POLICE DEPARTMENT ANNUAL REPORT



Mission Statement

Enhancing community livability by providing equitable community service and protection through integrity, compassion, and competence.



**GUIDING
PRINCIPLES**

ACT WITH
INTEGRITY

ACT WITH
COMPASSION

ACT WITH
COMPETENCE

ACT WITH
OPEN MINDS



*Police Chief
Jeremy Jensen*

CHIEF'S MESSAGE

The Dubuque Police Department is committed to delivering exceptional police services through strong community partnerships. Our annual report serves both the department and the public by highlighting trends, guiding resource decisions, and identifying opportunities to better support our community.

The report affirms that Dubuque remains a safe community. This city is among the safest in Iowa...a state which continues to rank among the safest in the nation. The information included in these pages also reflects our commitment to transparency, professionalism, and service with integrity and care. As I prepare to retire later this year, I am proud of the work we have accomplished together and grateful for the community's continued trust and support.

Dubuque CITY COUNCIL



MAYOR

Brad M. Cavanagh
Phone: (563) 690-6502
bcavanagh@cityofdubuque.org



AT-LARGE

Chris T. Staver
Phone: (563) 690-6503
cstaver@cityofdubuque.org



AT-LARGE

David T. Resnick
Phone: (563) 690-6504
dresnick@cityofdubuque.org



FIRST WARD

Tyson J. Leyendecker
Phone: (563) 690-6505
tleyendecker@cityofdubuque.org



SECOND WARD

Laura J. Roussell
Phone: (563) 690-6506
lroussell@cityofdubuque.org



THIRD WARD

Danny C. Sprank
Phone: (563) 690-6507
dsprank@cityofdubuque.org



FOURTH WARD

Katy A. Wethal
Phone: (563) 690-6508
kwethal@cityofdubuque.org

Dubuque's Approach to PUBLIC SAFETY

The goal of the City's approach to public safety is to make Dubuque the safest community possible with the understanding that community safety is not just about injury prevention and crime prevention; it is about increasing well-being and building a vibrant, engaged, and equitable community.

The Dubuque Police Department has an authorized staff of **109 sworn officers** and **12 civilian positions** across six divisions:

- Administration & Staff Services
- Community-Oriented Policing
- Criminal Investigations
- Emergency Operations
- Patrol
- Records

Working to ensure residents experience an increased sense of well-being, a sustainable quality of life, a reduction in the numbers and cost of injuries, the preservation of income and assets, and improved perceptions of safety is a top priority for Dubuque city government.

Accredited for Over 30 Years

The Dubuque Police Department has been accredited by the **Commission on Accreditation of Law Enforcement Agencies (CALEA)** since 1993. The department has to demonstrate compliance with 459 standards to retain accredited status. Accreditation is an important achievement as it tells the citizens and persons dealing with the department that it is operating consistent with best practice professional standards.

Committed to the DUBUQUE COMMUNITY

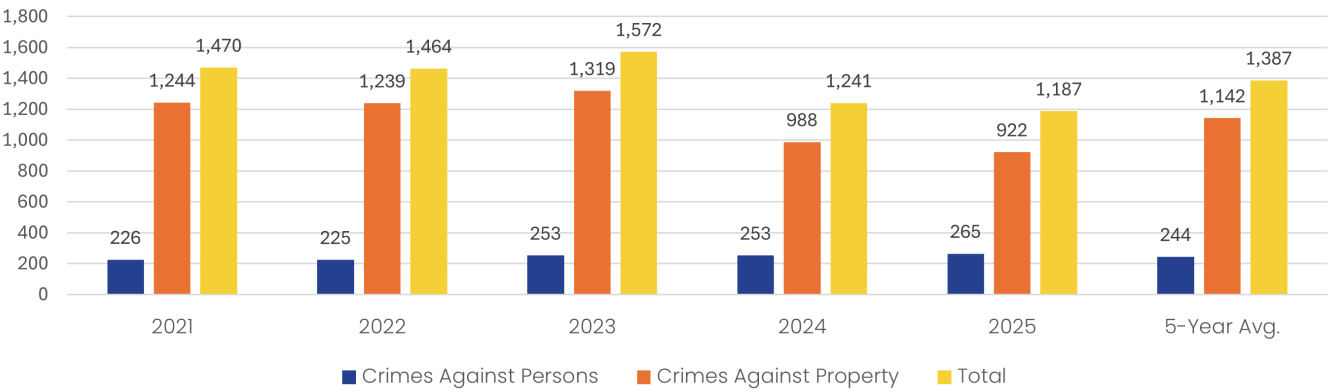


Enhancing Trust Through Responsive Service and Protection

Part I Crimes

The U.S. Federal Bureau of Investigation’s Uniform Crime Reporting (UCR) Program collects data about Part I offenses in order to measure the level and scope of crime occurring throughout the nation. The program collects data on these offenses because they are serious crimes, they occur with regularity in all areas of the country, and they are likely to be reported to police.

Part I Crimes & Totals per Year



Total Part I Crimes in Dubuque **fell by more than 24%** from 2023 to 2025. In 2025, the total number of Part I Crimes **decreased by 4.4%** from 2024 and was **14.4% lower** than the five-year average.

	2024	2025
Aggravated Assault	159	160
Sexual Assault	79	91
Robbery	14	14
Murder	1	0
Total	253	265

	2024	2025
Theft of Motor Vehicle	55	53
Arson	6	4
Burglary	270	236
Theft	657	629
Total	988	922

A robbery happens to a person and a burglary happens to a place (home, garage, car, etc.). The combined total of burglaries and thefts in Dubuque fell by 6.7% from 2024 to 2025.



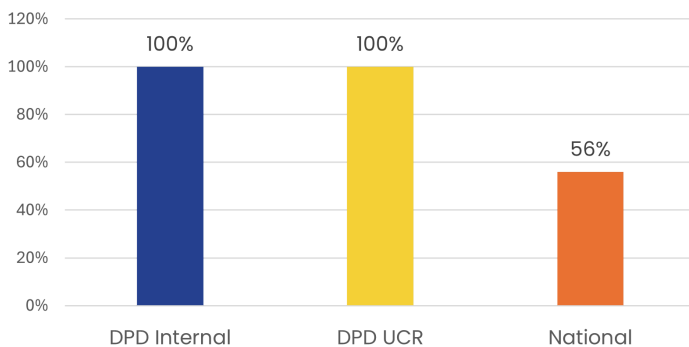
The Dubuque Police Department excels in solving crimes, continuing to surpass national clearance rate averages.

The department's **internal clearance rates** include cases deemed unfounded, as well as those suspended due to exhausted leads, halting further investigation. These figures are displayed in the blue columns labeled **"DPD Internal"** in the following charts. The **UCR clearance rate** more closely matches how national statistics are gathered. These figures are displayed in the yellow columns labeled **"DPD UCR."** Even with the difference in methodology, Dubuque Police still exceed the national standard in most types of crimes.

The **national** crime clearance rate for **Crimes Against Persons** is **48%**. The **Dubuque Police Department's** clearance rate for these crimes is **56%**.

The **national** crime clearance rate for **Crimes Against Property** is **14%**. The **Dubuque Police Department's** clearance rate for these crimes is **37%**.

Murder, Manslaughter, Homicide

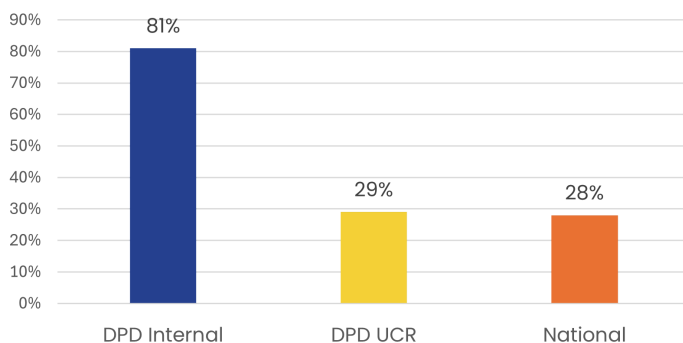


Dubuque Police made an arrest in the only case involving murder, negligent homicide, or manslaughter in the city in 2025. The national clearance rate for these types of crimes is 56%.

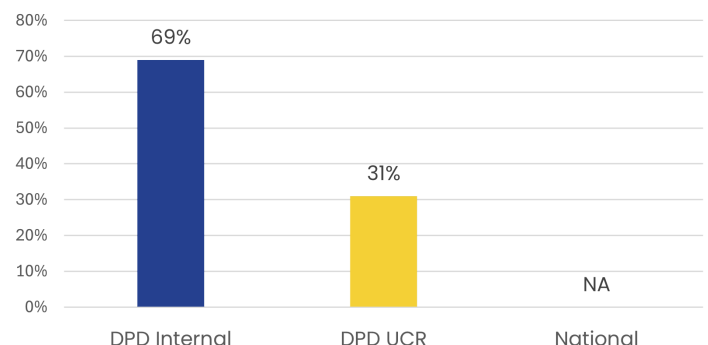
Clearance Rate

A law enforcement term for the percentage of cases that are "solved" or "closed" by an agency. The rates are determined by taking the number of closed cases divided by the total number of cases. The higher the percentage, the more effective the agency is at closing cases.

Rape

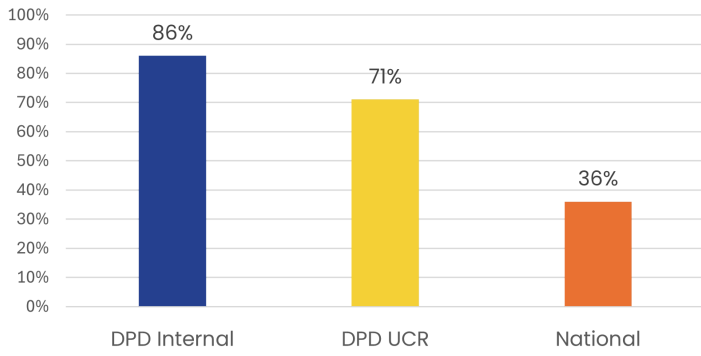


Fondling



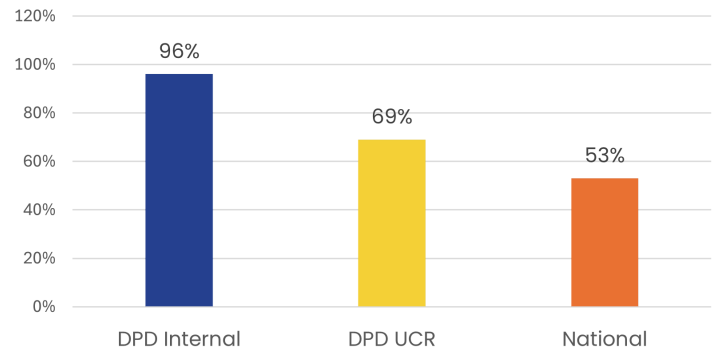
The FBI recently changed how sexual assault crimes are categorized, separating them into the categories of rape and fondling. There were 59 rapes reported in Dubuque in 2025 and 32 cases of fondling. National data for fondling cases is not yet widely available.

Robbery



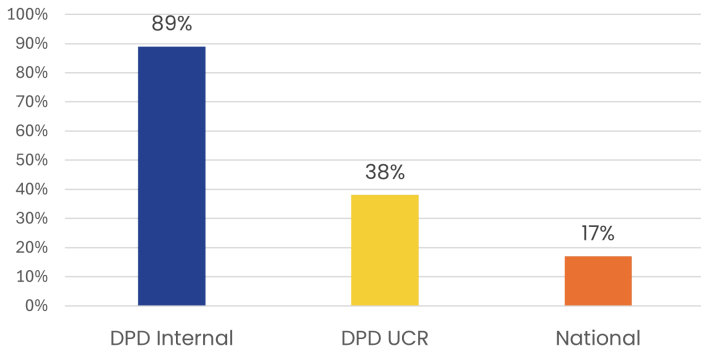
Percentages based on 14 robbery cases in 2025.

Aggravated Assault



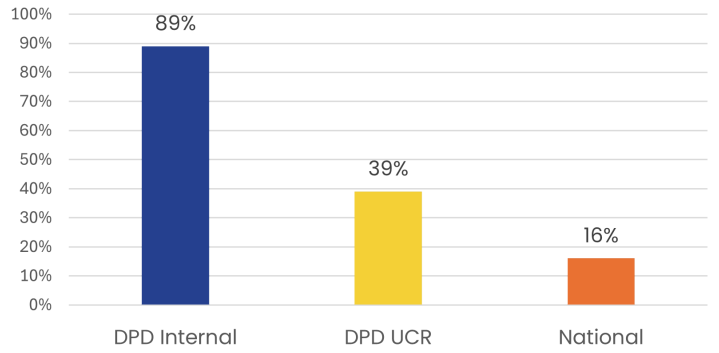
160 cases of aggravated assault were reported in 2025.

Burglary/Breaking & Entering



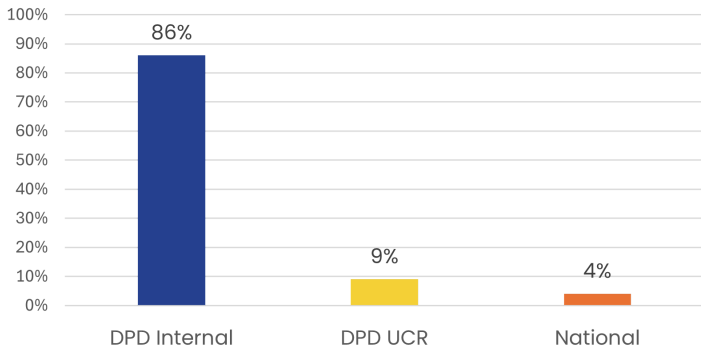
Total 2025 cases of burglary/breaking & entering was 151.

Larceny/Theft



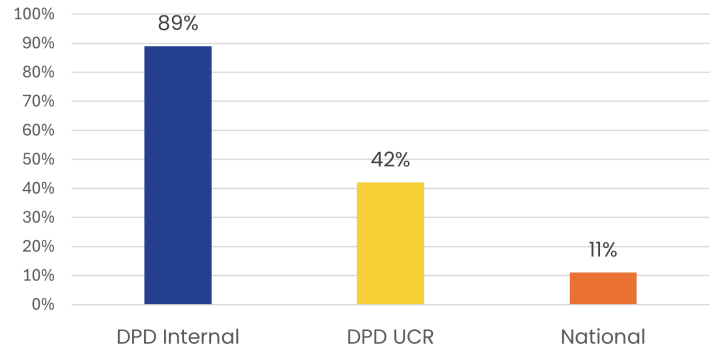
DPD investigated 629 cases of larceny/theft in 2025.

Motor Vehicle Burglary



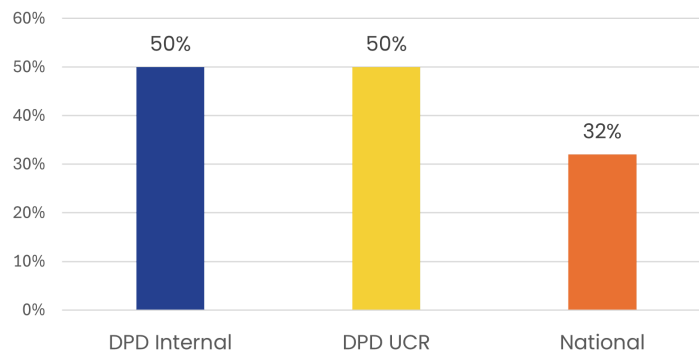
Cases of burglary to a motor vehicle totaled 85 in 2025.

Motor Vehicle Theft



2025 saw a total of 53 reported motor vehicle thefts.

Arson

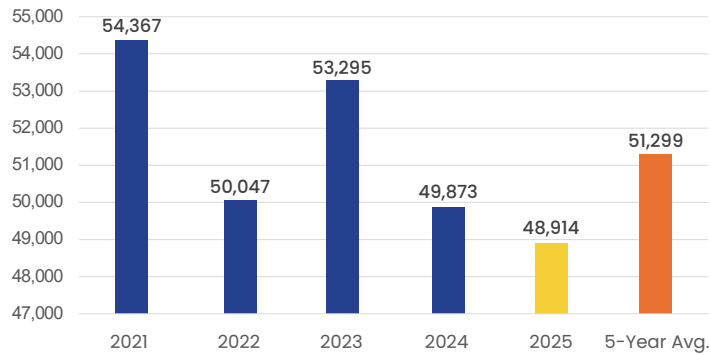


There were four cases of arson reported in Dubuque in 2025.

Calls for Service

Calls for service in 2025 were **down by nearly 2% from 2024**, and were approximately **4.7% below the five-year average**. Because of the 24/7 nature of law enforcement, the Dubuque Police Department continues to respond to calls for service ranging from nuisance calls to the Part I crimes listed in the chart on page 3.

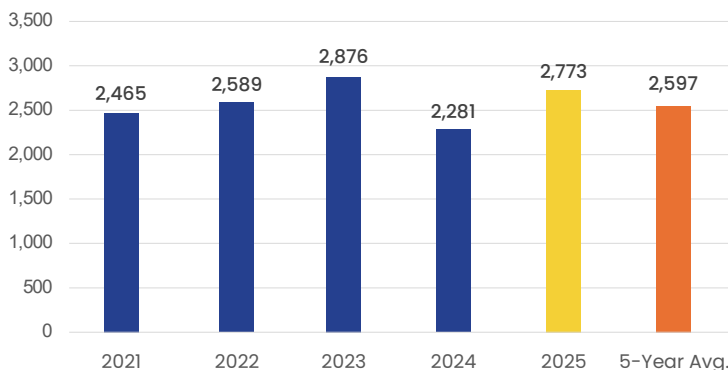
Calls for Service per Year



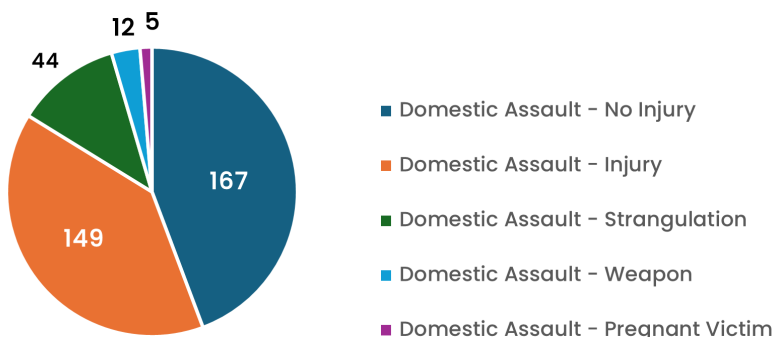
Arrests

Data includes custodial arrests as well as arrests when suspects were cited and released. This does not include simple misdemeanor traffic violations. Arrests range from simple misdemeanors such as public intoxication to Class A felonies such as murder.

Arrests per Year



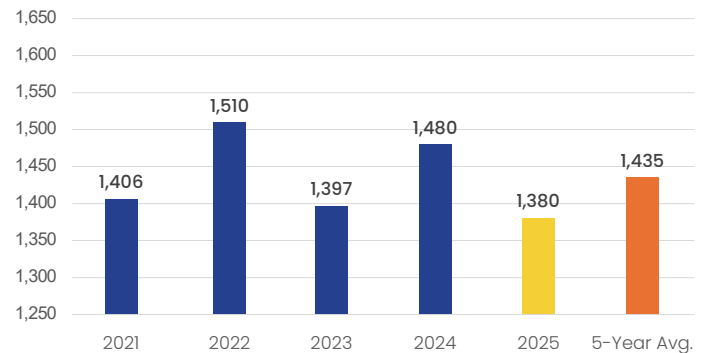
2025 Domestic Assaults by Offense



Traffic Crashes

Traffic crashes consist of property damage, personal injury, and fatality crashes. **In 2025, there were three fatality crashes, representing a significant decrease from 2024 (seven).** Ten other crashes resulted in serious injuries. Overall, 297 injuries were reported. Speed, distracted driving, and following too closely were contributing factors in a majority of crashes.

Reportable Traffic Crashes by Year



Secure Dubuque

Secure Dubuque is a community partnership program that gives residents the option to register their home surveillance system with the Dubuque Police Department. In the event a crime occurs in the area, footage from the system could be of assistance to the department, increasing the efficiency of the investigation. Personal surveillance systems can include security cameras and doorbell cameras. To learn more, visit www.cityofdubuque.org/SecureDubuque

Submit a Tip

If you would like to report criminal or suspicious activity to police, or have information about a crime that police are investigating, submit a tip at www.cityofdubuque.org/Police. In a non-emergency situation, call 563-589-4415. As always, if the situation is an emergency, call 911.



COMMUNITY ORIENTED POLICING



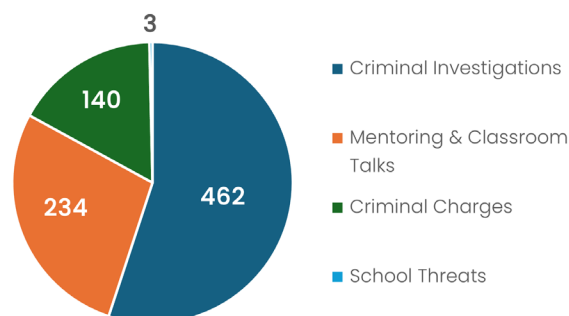
The Dubuque Police Department subscribes to the Community-Oriented Policing philosophy of working directly with residents to address crime, perceptions of police, and overall quality of life through positive police interactions.

The department's Community Policing Division includes three bicycle patrol unit officers, six School Resource Officers, two Crisis Intervention Officers and a civilian liaison, and a crime prevention and public information unit.

School Resource Officers

Six School Resource Officers (SROs) serve the public schools in the Dubuque city limits, as well as Holy Family Catholic Schools on a limited basis. They provide counseling and mentoring to students, while also addressing crimes committed on campus. SROs are considered vital members of their school's administrative team. Dubuque Community Schools cover 50% of the funding for the SROs.

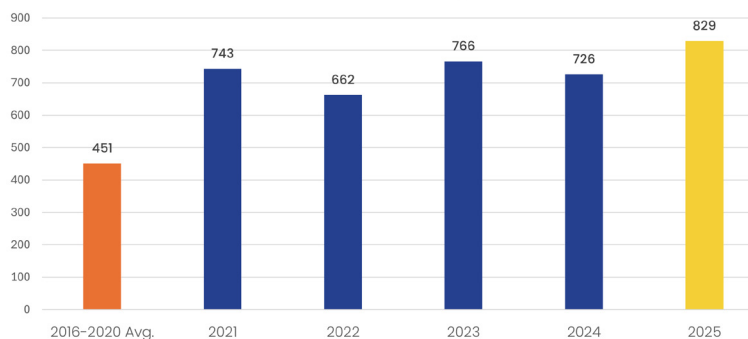
2025 School Resource Officer Activities



Crisis Intervention Team

The Dubuque Police Department's Crisis Intervention Team (CIT) aims to use the Secondary Responder model to assist individuals who may be experiencing a brain health or substance abuse crisis. In situations where a subject is dealing with these issues, a secondary responder trained to specifically deal with mental health, substance abuse, and homelessness provides assistance and follow-up.

Brain Health Calls by Year



FIRST-YEAR EFFORTS OF THE

PRECISION POLICING CENTER

The Dubuque Police Department's Precision Policing Center (PPC) was established in late 2024 to serve as a critical "force multiplier" for the department, supporting rapid police response, informed decision-making, and proactive crime prevention. It is staffed by four civilian positions: three Technicians and one Crime Analyst. The PPC helps the department leverage new technology and utilize real-time data. The center saw significant success in its first full year of operation, including:

- **694 Exports:** An "export" is when a camera technician saves traffic or safety camera video so it can be used by officers as evidence.
- **322 Cases:** Precision Policing Center technicians spent more than 1,300 hours reviewing camera footage for officers to use in a total of 322 cases.
- **Prosecutions:** Camera technicians from the PPC worked with the Dubuque County Attorney's Office to provide video evidence related to the prosecution of 141 cases.
- **School Cases:** Beginning in September, technicians were assigned to assist the Dubuque Community School District in securing video footage related to school bus violations.



Professional Standards

All allegations of employee misconduct or complaints made against the Department, including anonymous complaints, are appropriately received, recorded, and investigated.

Complaints which are less serious in nature, such as alleged rudeness, tardiness, etc. are referred to and investigated by the employee's immediate supervisor.

Complaints of a serious nature, such as, allegations of criminal misconduct, corruption, excessive force, breach of civil rights, or ongoing negative behavior are referred to the Police Chief, Assistant Chief, or Professional Standards Supervisor for formal investigation. Fifty-two complaint cases were completed in 2025:

- 48 cases were initiated by citizens, and four were Formal Investigations ordered by the Chief of Police.
- 48 cases remained at the Inquiry or Informal Complaint level. Eight of these cases were founded.
- 41 of the 52 complaints were for poor job performance.
- 40 of the 52 complaints were deemed unfounded once the investigation had concluded.

Due to the use of body worn cameras and in-car camera systems, Professional Standards investigators are able to accurately review most officer/citizen interactions.

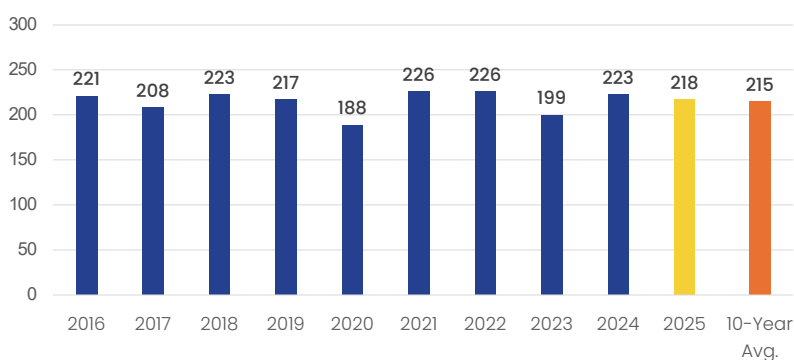
Use of Force

Dubuque Police Department policy states a Use of Force Report is to be applied under the following circumstances:

All incidents requiring the application of force involving lethal or less-lethal weapons will be reported in writing to the chief of police. A Reportable Use of Force report will be submitted in all cases where an injury or death results from, or is alleged to have resulted from, actions by an employee of the department whether through the use of lethal, less-lethal, or weaponless physical force; or when physical force is used at a level greater than soft hand techniques or simple handcuffing.

Officers will file a use of force report through their immediate commanding officer, detailing any incident in which the officer draws and displays a departmental firearm. A use of force report will generally not be required in instances where an officer draws a weapon as a safety precaution, such as during a building search.

Use of Force Incidents by Year



2025 Percentage of Arrests Involving Use of Force

Arrests without Use of Force	92.2%
Arrests with Use of Force	7.8%

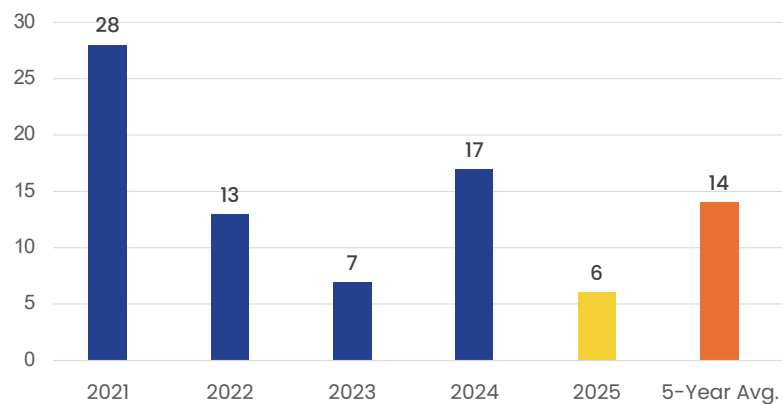


Incidents of Shots Fired

In 2025, the Dubuque Police Department responded to 6 incidents of shots fired. **This figure represents the lowest total since 2020.** Maintaining a low number of shots fired incidents is a result of several factors, including an extensive public safety camera network and diligent police work. This is far below other similar-sized cities in the Midwest.

Additionally, a Dubuque police officer is assigned as a Task Force Officer (TFO) to the Bureau of Alcohol, Tobacco, and Firearms. In 2025, this officer investigated 52 Federal firearms violations.

Shots Fired by Year



Dubuque Drug Task Force (DDTF)

The Dubuque Police Department is in a joint drug task force with the Dubuque County Sheriff’s Department. While marijuana accounts for the majority of drug investigations, opioids and drug overdoses constitute additional issues of concern.

The most concerning drug currently is fentanyl, which is being found in all types of drugs and is being made to look like common over-the-counter drugs or even candy. Fentanyl was a contributing factor in all of the opioid death cases in 2024. However, the continued investigative focus on fentanyl contributed to a **65% decrease in overdoses and a 33% reduction in opioid deaths from 2024.**

Drug Investigations – 2025

General Investigations	279
Overdose Investigations	7
Overdose Death Investigations	2

In addition to investigations, DDTF made **12 educational presentations** to the public.



Dubuque Police Department

2025 AWARDS

Each year, the Dubuque Police Department awards department personnel who demonstrate exemplary service in the line of duty, achieve certifications, and celebrate milestone service anniversaries.

Police Supporter Recognition (Citizen Award)

Dan Arensdorf

In the spring of 2018, Arensdorf began allowing DPD and other Dubuque County law enforcement agencies to conduct firearms training at a quarry on his property. These trainings ensure officers stay qualified and proficient with their firearms. In the years since 2018, Dubuque Police have been able to conduct additional trainings at the Arensdorf property, including those for snipers, tactical teams, K9s, and drones. While firearms trainings have since moved to the department's permanent shooting range, DPD continues to utilize Arensdorf's property for training for the department's Underwater Search and Rescue Team. During a period when the quarry was drained, Arensdorf even took it upon himself to acquire vehicles that could be placed in the pond before the area was refilled with water. Because of Arensdorf's assistance, the realistic nature of these trainings help keep officers prepared to face the challenges of modern law enforcement.



Assistant Police Chief Joe Messerich presents Dan Arensdorf with the Police Supporter Recognition Award.

Certificate of Merit



Lt. Kane Hoffmann

Lt. Hoffmann coordinated the presentation of a multi-agency driver education and safety program at multiple schools around the Dubuque area, reaching hundreds of driving-age students with a powerful and personal message about the consequences of distracted driving and excessive speed. Lt. Hoffmann devoted countless hours of his own time to meet with schools, collaborate with community partners, and attend similar presentations to strengthen the outreach and impact. He worked closely with family members of local crash victims, demonstrating empathy, compassion, and a sincere commitment to honoring their experiences. His ability to balance sensitivity toward those families while connecting with students and communicating critical safety messages exemplifies the department's values of service and integrity.

Officer Alyssa Klawitter

Officer Klawitter was recognized for two efforts during 2025. Over the summer, she created "go bags" for victims of domestic violence. These kits provided essentials so victims leaving a violent situation could have access to essential hygiene items while staying somewhere else. Klawitter coordinated organization and distribution of the bags with the Dubuque County Attorney's Office, as well as local non-profits like Resources Unite, the Dubuque Rescue Mission, and the Red Basket Project.

In the fall, Klawitter investigated a theft report which led to the arrests of three subjects accused of fraudulently soliciting donations outside of a Dubuque grocery store. The investigation revealed additional victims in the Dubuque area, as well as in Chicago. Each suspect faces multiple felony counts.

Life Saving



Cpl. Joel Cross and Officer Brendan Nugent

Cross and Nugent were called to a medical emergency at Capri College in downtown Dubuque. Nugent immediately began chest compressions while Cross retrieved the medical bag, including an Automated External Defibrillator (AED). A pulse was found, and the patient was handed off to the Dubuque Fire Department for continued life-saving measures.



Cpl. Justin Stair, Officer Brandon Barbour, and Officer Sage Schroeder

The trio was dispatched to the Dubuque Railroad Bridge for a report of a toddler on the bridge. Officers were able to locate and remove her from the bridge. The child's parents were also found nearby, where the mother was suicidal and threatening to jump into the river. Cpl. Stair and Officer Barbour secured the mother and spoke with her until Fire Department personnel arrived to lift her to safety.

Officers Dakota Bierer and Evan Hingtgen

The officers were sent to a home where a medical emergency had been reported. After finding an unresponsive subject on a couch in the home, they move the patient to the floor and began performing CPR. An AED was applied and delivered a shock to the patient. Officers continued CPR until additional responders arrived and took the patient to a local hospital, where they survived the emergency.

Officer Nathan Goedken

Officer Goedken was dispatched to a report of a child not breathing. The boy was not responsive, so Goedken began chest compressions, which led to the boy beginning to breathe on his own. The boy was taken by Dubuque Fire Department ambulance to the hospital, where he eventually was able to sit upright and communicate with hospital staff.

Officer Austin Manders

On Christmas Eve, Officer Manders was called to a chaotic physical disturbance on W. 5th St. After separating the parties involved, Manders learned one of the individuals had sustained a gunshot wound. After requesting an ambulance, Manders moved the patient to a safe area and began treating the wound by applying pressure and a chest seal. The patient was taken by ambulance to a hospital, where they underwent surgery and required several days of care, but has since made a full recovery.

Officer Joshua Vauthier

Officer Vauthier was called to a motor vehicle crash, with one subject reportedly being ejected from the vehicle and lying in the road. Once on scene, Vauthier determined one of the vehicles involved had struck a utility pole, which ejected the subject through the sunroof. The patient was unresponsive and had shallow, irregular breathing. Vauthier began chest compressions and continued CPR until responders from the Dubuque Fire Department took over medical care.

Patriot Award



Worn by members of the Dubuque Police Department in recognition of their continued dedication in the defense and protection of the United States.

- ***Officer Kaitlyn Frick***
- ***Officer Cassandra Holmes***
- ***Officer Joseph Kimball***
- ***Officer Marcus Leitzen***
- ***Officer Camerin McClain***
- ***Officer Jared Ostwinkle***



WHO CARES? *We care!*



Join the **Dubuque Police Department!**



Incredible benefits package
plus salary range of:

\$65,956 – \$84,572

Benefits and opportunities include:

- Four 10-hour work schedules
- Fully paid academy training
- Comprehensive health insurance
- Paid vacation & sick time
- 12 paid holidays
- 12 weeks paid parental leave
- Initial uniform & equipment plus annual uniform allowance
- Specialty units
- Earn your degree while working
- 5% education bonus paid biweekly
- Longevity bonuses paid biweekly
- Abundant overtime opportunities
- Lateral transfer program – \$5,000 bonus for certified officers
- Retirement pension benefits available at age 55 with maximum benefit at 30 years of service
- 50-mile residency allowance
- Women, minorities, and veterans encourage to apply. EOE.

Applications are now
accepted year-round with
testing opportunities multiple
times per year.



[cityofdubuque.org/
JoinDPD](https://cityofdubuque.org/JoinDPD)

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi



Messerich Recommended for Dubuque Chief of Police

May 14, 2026

Dubuque City Manager Mike Van Milligen is recommending Assistant Chief of Police Joe Messerich be the next chief of police for the City of Dubuque. Van Milligen's recommendation must be approved by the Dubuque City Council and will be presented for consideration at their Monday, May 18, regular meeting.

Under the general supervision of the city manager, the chief of police serves as the executive head of the Dubuque Police Department and is responsible for the overall leadership, administration, and operation of the department. The position ensures the effective delivery of public safety services, compliance with applicable federal laws, state laws, and city ordinances, community engagement, strategic planning, organizational development, and fiscal management.



Joe Messerich

"Assistant Chief Joe Messerich brings more than two decades of experience within the Dubuque Police Department and a strong record of operational leadership, community partnership, and organizational stewardship," said Van Milligen. "Joe's leadership has contributed to Dubuque being one of the safest mid-sized cities in the country through his belief in community-oriented policing, robust use of technology, and continuous improvement."

Messerich has over 24 years of law enforcement experience. He joined the Dubuque Police Department as an officer in the patrol division in 2001. Before becoming assistant chief of police in 2022, Messerich's previous roles within the department included:

- captain in the professional standards/internal affairs division (2020-2022),
- captain in the patrol division (2020),
- lieutenant in the community-oriented policing division (2018-2020),
- lieutenant in the patrol division (2011-2018),
- corporal in the criminal investigation division (2009-2011),

- corporal in the community-oriented policing division (2007-2009), and
- officer in the patrol division (2001-2007).

His career with the Dubuque Police Department has included numerous special assignments, including: membership on the Federal Bureau of Investigation (FBI) Joint Terrorism Task Force, serving as a law enforcement instructor, instructing/coordinating active shooter response training, leading the Dubuque Police Explorer Post Program, supervising the department's rifle team, squad leader on the department's tactical entry team, serving as field training officer and supervisor, and serving as both an officer and a supervisor in the community-oriented policing division.

"It would be a great honor to serve our community and the members of the police department as chief," said Messerich. "I'm truly grateful for the support of my family, friends, and colleagues throughout my career and during this process."

Messerich is a 2023 graduate of the FBI National Academy in Quantico, Virginia, receiving a graduate certificate in criminal justice education. He also completed the Police Executive Research Forum Senior Management Institute for Police in 2021 and numerous public safety courses through the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security.

Messerich also holds a master's degree in business administration and a bachelor's degree in human resource management, both from the University of Dubuque.

If approved, Messerich will replace Chief of Police Jeremy Jensen who is retiring Aug. 3, 2026, after serving the police department for over 34 years, including being chief since March 2022.

###

MEDIA CONTACT

Randy Gehl, Public Information Officer
rgehl@cityofdubuque.org, 563-589-4151



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**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Loras Boulevard & Locust Street Storm Sewer Reconstruction Project Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the Public Improvement Construction Contract for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project to Gansen Excavating, Inc. in the amount of \$512,919.92 for both the Base Bid and Alternate No. 1, which is 8.0% below the revised estimate of probably cost.
RESOLUTION Awarding Public Improvement Contract for the Loras Boulevard & Locust Street Storm Sewer Reconstruction Project

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

ATTACHMENTS:

1. MVM Memo Loras Boulevard & Locust Street Storm Sewer Reconstruction Project Award Public Improvement Contract
2. Loras Locust Storm Sewer Reconstruction Project - Council Award Staff MEMO
3. Loras Locust Storm Sewer Reconstruction Project - Council Award RESOLUTION
4. Loras Locust Storm Sewer Reconstruction Project - Bid Tabulation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Loras Boulevard & Locust Street Storm Sewer Reconstruction Project
Award Public Improvement Contract
Project No. 5586500042

DATE: May 13, 2026

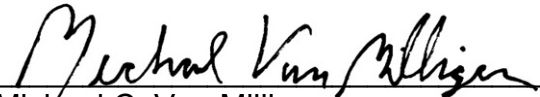
City Engineer Gus Psihoyos is recommending City Council award the Public Improvement Construction Contract for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project to Gansen Excavating, Inc. in the amount of \$512,919.92 for both the Base Bid and Alternate No. 1, which is 8.0% below the revised estimate of probably cost, through adoption of the attached resolution.

The construction estimate of probable cost has increased by \$78,400 since the project Public Hearing memo, reflecting final plan cost adjustments, prebid addendum, and incorporating the Alternate Bid No. 1 estimated cost.

This project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main Street. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

As part of the project, the bid documents included Alternate Bid No. 1 for the removal and replacement of the concrete pavement on Loras Boulevard between Bluff Street and Locust Street. In advance of this summer's construction, the Loras and Bluff intersection was recently reconstructed to ensure it can remain open and accommodate the designated traffic detour route during the project. Staff believe it is the appropriate time to replace this one-block segment of older concrete pavement (Bluff to Locust).

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
Bob Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Steffen, Civil Engineer
Alex Stein, Civil Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
SUBJECT: Loras Boulevard & Locust Street Storm Sewer Reconstruction Project
 Award Public Improvement Contract
 Project No. 5586500042
DATE: May 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 Loras Blvd. & Locust St. Storm Sewer Reconstruction Project.

BACKGROUND

The need for this work became more urgent following a roadway undermine in November 2021, when a storm sewer failure temporarily closed Loras Blvd. Subsequent evaluations showed that the storm system in this area is generally in poor condition and has exceeded its expected service life, contributing to ongoing settlement and undermine concerns.

DISCUSSION

This project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main Street. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

BID RESULTS

The City received sealed bids on May 7, 2026, for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project. Gansen Excavating, Inc., of Dubuque, IA submitted the low base bid in the amount of \$453,488.57, which is 8.0% below the revised estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Base Bid	Alternate	Total Bid
Gansen Excavating, Inc.	\$ 453,488.57	\$ 59,431.35	\$ 512,919.92
Midwest Concrete, Inc.	\$ 459,826.70	\$ 58,791.00	\$ 518,617.70
Eastern Iowa Excavating & Concrete, LLC	\$ 517,241.65	\$ 58,394.75	\$ 575,636.40
Offset Construction, LLC	\$ 537,796.65	\$ 60,848.75	\$ 598,645.40
Tschiggfrie Excavating Co.	\$ 537,194.90	\$ 77,518.00	\$ 614,712.90
Portzen Construction, Inc.	\$ 571,398.35	\$ 66,591.00	\$ 637,989.35

ALTERNATE BID NO. 1

As part of the project, the bid documents included Alternate Bid No. 1 for the removal and replacement of the concrete pavement on Loras Boulevard between Bluff Street and Locust Street. In advance of this summer's construction, the Loras and Bluff intersection was recently reconstructed to ensure it can remain open and accommodate the designated traffic detour route during the project. Staff believe it is the appropriate time to replace this one-block segment of older concrete pavement (Bluff to Locust).

RECOMMENDATION

I recommend that the public improvement contract for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project be awarded to Gansen Excavating, Inc. for both the Base Bid and Alternate Bid No. 1 in the amount of \$512,919.92.

BUDGET IMPACT

The estimate of probable cost for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project is summarized in the following table:

PROJECT COSTS	REVISED ESTIMATE	AWARD
Construction Contract (Base Bid + Alternate No. 1)	\$ 553,040.00	\$ 512,919.92
Contingency	49,276.00	49,276.00
Engineering Design and Administration	26,100.00	26,100.00
Total Project Cost	\$ 628,416.00	\$ 588,295.92

The construction estimate of probable cost has increased by \$78,400 since the project Public Hearing memo, reflecting final plan cost adjustments, prebid addendum, and incorporating the Alternate Bid No. 1 estimated cost.

The construction of the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5586500042	Loras & Locust Intersection Recon.	\$ 84,000.00
5586500020	Storm Sewer Improv. / Extension	\$ 80,781.00
5521000018-110	Pavement Rehabilitation	\$ 300,000.00
5521000018-301	Pavement Rehabilitation	\$ 110,014.92
4281000005-601	Water Main Replacements - Streets	\$ 13,500.00
Total Project Funding		\$ 588,295.92

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project to Gansen Excavating, Inc. in the amount of \$512,919.92 through adoption of the attached resolution.

Prepared by Bob Schiesl, Assistant City Engineer

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Steffen, Civil Engineer
Alex Stein, Civil Engineer

F:\PROJECTS\Storm\2026_Loras - Locust to Main\Council and Staff\Award

RESOLUTION NO. _____ -26

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE LORAS BOULEVARD
& LOCUST STREET STORM SEWER RECONSTRUCTION PROJECT**

WHEREAS, sealed proposals have been submitted by contractors for the Loras Boulevard & Locust Street Storm Sewer Reconstruction Project, (the Project) pursuant to Resolution No. 131-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 22nd day of April 2026; and

WHEREAS, said sealed bid proposals were opened and read on the 7th day of May 2026 and it has been determined that Gansen Excavating, Inc., of Dubuque, IA, in the Base Bid plus Alternate Bid No. 1 in the amount of \$512,919.92, 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 Gansen Excavating, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:					Bid Date		Engineer's Estimate		Gansen Excavating, Inc.		Midwest Concrete, Inc.		Eastern Iowa Excavating & Concrete, LLC		Tschiggfrie Excavating Co.	
Loras Blvd. & Locust St. Storm Sewer Reconstruction Project					7-May-26											
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase																
1	2010-108-D-3	Topsoil, Off-site	47	CY	\$ 65.00	\$ 3,055.00	\$ 35.00	\$ 1,645.00	\$ 77.50	\$ 3,642.50	\$ 60.25	\$ 2,831.75	\$ 39.00	\$ 1,833.00		
2	2010-108-E-0	Excavation, Class 10	385	CY	\$ 25.00	\$ 9,625.00	\$ 17.00	\$ 6,545.00	\$ 20.00	\$ 7,700.00	\$ 40.25	\$ 15,496.25	\$ 24.00	\$ 9,240.00		
3	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	81	TON	\$ 25.00	\$ 2,025.00	\$ 21.50	\$ 1,741.50	\$ 35.00	\$ 2,835.00	\$ 24.00	\$ 1,944.00	\$ 25.00	\$ 2,025.00		
4	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	730	TON	\$ 25.00	\$ 18,250.00	\$ 21.50	\$ 15,695.00	\$ 20.00	\$ 14,600.00	\$ 20.50	\$ 14,965.00	\$ 25.00	\$ 18,250.00		
					Sub Total	\$ 32,955.00	Sub Total	\$ 25,626.50	Sub Total	\$ 28,777.50	Sub Total	\$ 35,237.00	Sub Total	\$ 31,348.00		
Division 3010 - Trench Excavation and Backfill																
5	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	380	TON	\$ 22.00	\$ 8,360.00	\$ 23.15	\$ 8,797.00	\$ 23.00	\$ 8,740.00	\$ 26.00	\$ 9,880.00	\$ 28.00	\$ 10,640.00		
6	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	356	TON	\$ 25.00	\$ 8,900.00	\$ 21.50	\$ 7,654.00	\$ 29.00	\$ 10,324.00	\$ 24.50	\$ 8,722.00	\$ 24.00	\$ 8,544.00		
					Sub Total	\$ 17,260.00	Sub Total	\$ 16,451.00	Sub Total	\$ 19,064.00	Sub Total	\$ 18,602.00	Sub Total	\$ 19,184.00		
Division 4020 - Storm Sewers																
7	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	17.9	LF	\$ 75.00	\$ 1,342.50	\$ 55.60	\$ 995.24	\$ 130.00	\$ 2,327.00	\$ 134.25	\$ 2,403.08	\$ 120.00	\$ 2,148.00		
8	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 30" RCP	95.5	LF	\$ 150.00	\$ 14,325.00	\$ 100.50	\$ 9,597.75	\$ 120.00	\$ 11,460.00	\$ 161.75	\$ 15,447.13	\$ 170.00	\$ 16,235.00		
9	4020-108-A-1	Storm Sewer Gravity Main, Trenched, (30" Equiv) 36.25"x22.5" RCAP	250.2	LF	\$ 195.00	\$ 48,789.00	\$ 115.10	\$ 28,798.02	\$ 140.00	\$ 35,028.00	\$ 282.25	\$ 70,618.95	\$ 200.00	\$ 50,040.00		
					Sub Total	\$ 64,456.50	Sub Total	\$ 39,391.01	Sub Total	\$ 48,815.00	Sub Total	\$ 88,469.15	Sub Total	\$ 68,423.00		
Division 4040 - Subdrains and Footing Drain Collectors																
10	4040-108-A-0	Subdrain, 6" Perforated	681	LF	\$ 5.00	\$ 3,405.00	\$ 18.00	\$ 12,258.00	\$ 15.00	\$ 10,215.00	\$ 20.00	\$ 13,620.00	\$ 27.00	\$ 18,387.00		
					Sub Total	\$ 3,405.00	Sub Total	\$ 12,258.00	Sub Total	\$ 10,215.00	Sub Total	\$ 13,620.00	Sub Total	\$ 18,387.00		
Division 5010 - Pipe and Fittings																
11	5010-108-A-1	Water Main, Trenched, DIP, 6"	15	LF	\$ 110.00	\$ 1,650.00	\$ 51.50	\$ 772.50	\$ 100.00	\$ 1,500.00	\$ 318.00	\$ 4,770.00	\$ 180.00	\$ 2,700.00		
12	5010-108-C-1	Fittings, DI Tee, 6x6	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 3,854.00	\$ 3,854.00	\$ 2,000.00	\$ 2,000.00	\$ 465.75	\$ 465.75	\$ 1,200.00	\$ 1,200.00		
13	5010-108-C-1	Fittings, DI Sleeve, 6"	4	EA	\$ 700.00	\$ 2,800.00	\$ 442.00	\$ 1,768.00	\$ 1,600.00	\$ 6,400.00	\$ 215.00	\$ 860.00	\$ 590.00	\$ 2,360.00		
14	5010-108-C-3	Joint Restraint, Mega lug, 6"	5	EA	\$ 150.00	\$ 750.00	\$ 147.25	\$ 736.25	\$ 600.00	\$ 3,000.00	\$ 235.00	\$ 1,175.00	\$ 160.00	\$ 800.00		
					Sub Total	\$ 6,400.00	Sub Total	\$ 7,130.75	Sub Total	\$ 12,900.00	Sub Total	\$ 7,270.75	Sub Total	\$ 7,060.00		
Division 5020 - Valves, Fire Hydrants, and Appurtenances																
15	5020-108-A-0	Valve, Gate, 6"	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 3,496.00	\$ 6,992.00	\$ 3,250.00	\$ 6,500.00	\$ 2,725.00	\$ 5,450.00	\$ 2,700.00	\$ 5,400.00		
					Sub Total	\$ 4,400.00	Sub Total	\$ 6,992.00	Sub Total	\$ 6,500.00	Sub Total	\$ 5,450.00	Sub Total	\$ 5,400.00		
Division 6010 - Structures for Sanitary and Storm Sewers																
16	6010-108-A-0	Manhole Type, 60" SW-401	4.63	VF	\$ 1,450.00	\$ 6,713.50	\$ 942.60	\$ 4,364.24	\$ 1,500.00	\$ 6,945.00	\$ 1,775.00	\$ 8,218.25	\$ 2,000.00	\$ 9,260.00		
17	6010-108-A-0	Manhole Type, SW-406 (*see plans for dimensions*)	3.45	VF	\$ 1,600.00	\$ 5,520.00	\$ 1,294.65	\$ 4,466.54	\$ 1,600.00	\$ 5,520.00	\$ 3,585.00	\$ 12,368.25	\$ 3,500.00	\$ 12,075.00		
18	6010-108-B-0	Intake Type, SW-501	7.28	VF	\$ 1,500.00	\$ 10,920.00	\$ 1,365.00	\$ 9,937.20	\$ 1,300.00	\$ 9,464.00	\$ 1,165.00	\$ 8,481.20	\$ 1,400.00	\$ 10,192.00		
19	6010-108-E-1	Manhole Adjustment, Minor	13	EA	\$ 900.00	\$ 11,700.00	\$ 2,100.00	\$ 27,300.00	\$ 2,000.00	\$ 26,000.00	\$ 1,900.00	\$ 24,700.00	\$ 1,100.00	\$ 14,300.00		
20	6010-108-H-2	Remove Intake	3	EA	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 1,215.00	\$ 3,645.00	\$ 840.00	\$ 2,520.00		
					Sub Total	\$ 36,353.50	Sub Total	\$ 47,567.98	Sub Total	\$ 49,429.00	Sub Total	\$ 57,412.70	Sub Total	\$ 48,347.00		
Division 7010 - Portland Cement Concrete Pavement																
21	7010-108-A-0	Pavement, PCC, 9" (Thickness)	2111	SY	\$ 80.00	\$ 168,880.00	\$ 71.40	\$ 150,725.40	\$ 68.00	\$ 143,548.00	\$ 68.50	\$ 144,603.50	\$ 93.00	\$ 196,323.00		
					Sub Total	\$ 168,880.00	Sub Total	\$ 150,725.40	Sub Total	\$ 143,548.00	Sub Total	\$ 144,603.50	Sub Total	\$ 196,323.00		
Division 7030 - Sidewalks, Shared Use Paths, and Driveways																
22	7030-108-A-1	Removal of Sidewalk	365	SY	\$ 12.00	\$ 4,380.00	\$ 4.50	\$ 1,642.50	\$ 14.00	\$ 5,110.00	\$ 14.85	\$ 5,420.25	\$ 10.00	\$ 3,650.00		
23	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	201	SY	\$ 50.00	\$ 10,050.00	\$ 65.10	\$ 13,085.10	\$ 62.00	\$ 12,462.00	\$ 58.00	\$ 11,658.00	\$ 57.00	\$ 11,457.00		
24	7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	100	SY	\$ 60.00	\$ 6,000.00	\$ 99.75	\$ 9,975.00	\$ 95.00	\$ 9,500.00	\$ 64.00	\$ 6,400.00	\$ 72.00	\$ 7,200.00		
25	7030-108-G-0	Detectable Warning	180	SF	\$ 50.00	\$ 9,000.00	\$ 47.25	\$ 8,505.00	\$ 45.00	\$ 8,100.00	\$ 43.25	\$ 7,785.00	\$ 51.00	\$ 9,180.00		
					Sub Total	\$ 29,430.00	Sub Total	\$ 33,207.60	Sub Total	\$ 35,172.00	Sub Total	\$ 31,263.25	Sub Total	\$ 31,487.00		
Division 7040 - Pavement Rehabilitation																
26	7040-108-H-0	Pavement - Removal	2111	SY	\$ 8.00	\$ 16,888.00	\$ 9.45	\$ 19,948.95	\$ 9.00	\$ 18,999.00	\$ 7.00	\$ 14,777.00	\$ 12.00	\$ 25,332.00		
					Sub Total	\$ 16,888.00	Sub Total	\$ 19,948.95	Sub Total	\$ 18,999.00	Sub Total	\$ 14,777.00	Sub Total	\$ 25,332.00		
Division 8030 - TemporaryTraffic Control																
27	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 6,825.00	\$ 6,825.00	\$ 7,000.00	\$ 7,000.00	\$ 7,200.00	\$ 7,200.00	\$ 7,600.00	\$ 7,600.00		
					Sub Total	\$ 27,000.00	Sub Total	\$ 6,825.00	Sub Total	\$ 7,000.00	Sub Total	\$ 7,200.00	Sub Total	\$ 7,600.00		
IDOT Division 2524 - Traffic Signing																
28	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	4	EA	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 350.00	\$ 1,400.00	\$ 335.00	\$ 1,340.00	\$ 580.00	\$ 2,320.00		
					Sub Total	\$ 600.00	Sub Total	\$ 600.00	Sub Total	\$ 1,400.00	Sub Total	\$ 1,340.00	Sub Total	\$ 2,320.00		
Division 9020 - Sodding																
29	9020-108-A-0	Sod, by SF	5102	SF	\$ 2.50	\$ 12,755.00	\$ 1.05	\$ 5,357.10	\$ 1.10	\$ 5,612.20	\$ 2.00	\$ 10,204.00	\$ 1.20	\$ 6,122.40		
					Sub Total	\$ 12,755.00	Sub Total	\$ 5,357.10	Sub Total	\$ 5,612.20	Sub Total	\$ 10,204.00	Sub Total	\$ 6,122.40		



City of Dubuque, Iowa

Bid Tabulation

Project Title:		Bid Date		Offset Construction, LLC		Portzen Construction Inc.	
		7-May-26					
REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase							
2010-108-D-3	Topsoil, Off-site	47	CY	\$ 125.00	\$ 5,875.00	\$ 60.00	\$ 2,820.00
2010-108-E-0	Excavation, Class 10	385	CY	\$ 14.00	\$ 5,390.00	\$ 18.00	\$ 6,930.00
2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	81	TON	\$ 25.00	\$ 2,025.00	\$ 35.00	\$ 2,835.00
2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	730	TON	\$ 26.00	\$ 18,980.00	\$ 24.00	\$ 17,520.00
Sub Total					\$ 32,270.00	Sub Total	\$ 30,105.00
Division 3010 - Trench Excavation and Backfill							
3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	380	TON	\$ 26.00	\$ 9,880.00	\$ 26.00	\$ 9,880.00
2010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Modified Subbase Pile)	356	TON	\$ 29.00	\$ 10,324.00	\$ 36.00	\$ 12,816.00
Sub Total					\$ 20,204.00	Sub Total	\$ 22,696.00
Division 4020 - Storm Sewers							
4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	17.9	LF	\$ 135.00	\$ 2,416.50	\$ 120.00	\$ 2,148.00
4020-108-A-1	Storm Sewer Gravity Main, Trenched, 30" RCP	95.5	LF	\$ 120.00	\$ 11,460.00	\$ 135.00	\$ 12,892.50
4020-108-A-1	Storm Sewer Gravity Main, Trenched, (30" Equiv) 36.25"x22.5" RCAP	250.2	LF	\$ 205.00	\$ 51,291.00	\$ 225.00	\$ 56,295.00
Sub Total					\$ 65,167.50	Sub Total	\$ 71,335.50
Division 4040 - Subdrains and Footing Drain Collectors							
4040-108-A-0	Subdrain, 6" Perforated	681	LF	\$ 13.00	\$ 8,853.00	\$ 20.00	\$ 13,620.00
Sub Total					\$ 8,853.00	Sub Total	\$ 13,620.00
Division 5010 - Pipe and Fittings							
5010-108-A-1	Water Main, Trenched, DIP, 6"	15	LF	\$ 300.00	\$ 4,500.00	\$ 265.00	\$ 3,975.00
5010-108-C-1	Fittings, DI Tee, 6x6	1	EA	\$ 345.00	\$ 345.00	\$ 1,200.00	\$ 1,200.00
5010-108-C-1	Fittings, DI Sleeve, 6"	4	EA	\$ 165.00	\$ 660.00	\$ 575.00	\$ 2,300.00
5010-108-C-3	Joint Restraint, Mega lug, 6"	5	EA	\$ 205.00	\$ 1,025.00	\$ 125.00	\$ 625.00
Sub Total					\$ 6,530.00	Sub Total	\$ 8,100.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances							
5020-108-A-0	Valve, Gate, 6"	2	EA	\$ 2,300.00	\$ 4,600.00	\$ 2,700.00	\$ 5,400.00
Sub Total					\$ 4,600.00	Sub Total	\$ 5,400.00
Division 6010 - Structures for Sanitary and Storm Sewers							
6010-108-A-0	Manhole Type, 60" SW-401	4.63	VF	\$ 1,150.00	\$ 5,324.50	\$ 995.00	\$ 4,606.85
6010-108-A-0	Manhole Type, SW-406 (*see plans for dimensions*)	3.45	VF	\$ 1,325.00	\$ 4,571.25	\$ 1,856.00	\$ 6,403.20
6010-108-B-0	Intake Type, SW-501	7.28	VF	\$ 1,100.00	\$ 8,008.00	\$ 770.00	\$ 5,605.60
6010-108-E-1	Manhole Adjustment, Minor	13	EA	\$ 1,100.00	\$ 14,300.00	\$ 1,800.00	\$ 23,400.00
6010-108-H-2	Remove Intake	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 550.00	\$ 1,650.00
Sub Total					\$ 38,203.75	Sub Total	\$ 41,665.65
Division 7010 - Portland Cement Concrete Pavement							
7010-108-A-0	Pavement, PCC, 9" (Thickness)	2111	SY	\$ 74.00	\$ 156,214.00	\$ 76.00	\$ 160,436.00
Sub Total					\$ 156,214.00	Sub Total	\$ 160,436.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways							
7030-108-A-1	Removal of Sidewalk	365	SY	\$ 7.50	\$ 2,737.50	\$ 15.00	\$ 5,475.00
7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	201	SY	\$ 72.00	\$ 14,472.00	\$ 65.00	\$ 13,065.00
7030-108-E-0	PCC, Sidewalk, 6" (Thickness)	100	SY	\$ 180.00	\$ 18,000.00	\$ 80.00	\$ 8,000.00
7030-108-G-0	Detectable Warning	180	SF	\$ 52.00	\$ 9,360.00	\$ 60.00	\$ 10,800.00
Sub Total					\$ 44,569.50	Sub Total	\$ 37,340.00
Division 7040 - Pavement Rehabilitation							
7040-108-H-0	Pavement - Removal	2111	SY	\$ 8.50	\$ 17,943.50	\$ 14.00	\$ 29,554.00
Sub Total					\$ 17,943.50	Sub Total	\$ 29,554.00
Division 8030 - TemporaryTraffic Control							
8030-108-A-0	Temporary Traffic Control	1	LS	\$ 10,600.00	\$ 10,600.00	\$ 7,500.00	\$ 7,500.00
Sub Total					\$ 10,600.00	Sub Total	\$ 7,500.00
IDOT Division 2524 - Traffic Signing							
IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	4	EA	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00
Sub Total					\$ 2,000.00	Sub Total	\$ 1,000.00
Division 9020 - Sodding							
9020-108-A-0	Sod, by SF	5102	SF	\$ 1.20	\$ 6,122.40	\$ 1.10	\$ 5,612.20
Sub Total					\$ 6,122.40	Sub Total	\$ 5,612.20

Project Title: Loras Blvd. & Locust St. Storm Sewer Reconstruction Project			Bid Date 7-May-26		Engineer's Estimate		Gansen Excavating, Inc.		Midwest Concrete, Inc.		Eastern Iowa Excavating & Concrete, LLC		Tschiggfrie Excavating Co.				
LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE			
Division 9040 - Erosion and Sediment Control																	
30	9040-108-T-1	Inlet Protection Device, Installation	8	EA	\$ 100.00	\$ 800.00	\$ 63.00	\$ 504.00	\$ 70.00	\$ 560.00	\$ 115.00	\$ 920.00	\$ 70.00	\$ 560.00			
31	9040-108-T-2	Inlet Protection Device, Maintenance	8	EA	\$ 50.00	\$ 400.00	\$ 63.00	\$ 504.00	\$ 70.00	\$ 560.00	\$ 75.00	\$ 600.00	\$ 58.00	\$ 464.00			
Sub Total					\$ 1,200.00		Sub Total	\$ 1,008.00	Sub Total	\$ 1,120.00	Sub Total	\$ 1,520.00	Sub Total	\$ 1,024.00			
Division 11,020 - Mobilization																	
32	11020-108-A-0	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 38,534.50	\$ 38,534.50	\$ 24,250.00	\$ 24,250.00	\$ 32,000.00	\$ 32,000.00	\$ 20,700.00	\$ 20,700.00			
Sub Total					\$ 45,000.00		Sub Total	\$ 38,534.50	Sub Total	\$ 24,250.00	Sub Total	\$ 32,000.00	Sub Total	\$ 20,700.00			
Special Provisions - Non-Standard Project Items																	
33	SP	Storm Sewer Gravity Main, Trenched, 24" PVC	16.2	LF	\$ 125.00	\$ 2,025.00	\$ 253.15	\$ 4,101.03	\$ 250.00	\$ 4,050.00	\$ 276.00	\$ 4,471.20	\$ 240.00	\$ 3,888.00			
34	SP	Intake Type, Custom PCB-2	4.41	VF	\$ 2,200.00	\$ 9,702.00	\$ 2,887.50	\$ 12,733.88	\$ 2,750.00	\$ 12,127.50	\$ 3,050.00	\$ 13,450.50	\$ 3,000.00	\$ 13,230.00			
35	SP	Intake Type, Custom PCB-4	4	VF	\$ 2,450.00	\$ 9,800.00	\$ 3,675.00	\$ 14,700.00	\$ 3,500.00	\$ 14,000.00	\$ 3,825.00	\$ 15,300.00	\$ 3,600.00	\$ 14,400.00			
36	SP	Crack and Joint Cleaning and Filling, Hot Pour Tar Seal	30.2	CF	\$ 18.00	\$ 543.60	\$ 131.25	\$ 3,963.75	\$ 125.00	\$ 3,775.00	\$ 138.00	\$ 4,167.60	\$ 22.00	\$ 664.40			
37	SP	Crack and Joint Cleaning and Filling, Mastic Banding	10.7	CF	\$ 72.00	\$ 770.40	\$ 183.75	\$ 1,966.13	\$ 175.00	\$ 1,872.50	\$ 190.00	\$ 2,033.00	\$ 93.00	\$ 995.10			
38	SP	Existing Structure Modifications / EDMH-1	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 4,000.00	\$ 4,000.00	\$ 4,350.00	\$ 4,350.00	\$ 8,000.00	\$ 8,000.00			
39	SP	Historic Brick Paver Removal / Replacement / Concrete Header Tie In	120	SF	\$ 12.00	\$ 1,440.00	\$ 25.00	\$ 3,000.00	\$ 60.00	\$ 7,200.00	\$ 37.50	\$ 4,500.00	\$ 58.00	\$ 6,960.00			
Sub Total					\$ 25,781.00		Sub Total	\$ 41,864.78	Sub Total	\$ 47,025.00	Sub Total	\$ 48,272.30	Sub Total	\$ 48,137.50			
Alternate Bid Items					Engineer's Estimate		Gansen Excavating, Inc.		Midwest Concrete, Inc.		Eastern Iowa Excavating & Concrete, LLC		Tschiggfrie Excavating Co.				
LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE			
Alternate #1 Items																	
40	2010-108-D-3	Topsoil, Off-site	18	CY	\$ 65.00	\$ 1,170.00	\$ 35.00	\$ 630.00	\$ 77.50	\$ 1,395.00	\$ 60.25	\$ 1,084.50	\$ 39.00	\$ 702.00			
41	2010-108-E-0	Excavation, Class 10	85	CY	\$ 25.00	\$ 2,125.00	\$ 17.00	\$ 1,445.00	\$ 20.00	\$ 1,700.00	\$ 40.25	\$ 3,421.25	\$ 24.00	\$ 2,040.00			
42	2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	161	TON	\$ 25.00	\$ 4,025.00	\$ 21.50	\$ 3,461.50	\$ 20.00	\$ 3,220.00	\$ 20.50	\$ 3,300.50	\$ 25.00	\$ 4,025.00			
43	4040-108-A-0	Subdrain, 6" Perforated	246	LF	\$ 5.00	\$ 1,230.00	\$ 18.00	\$ 4,428.00	\$ 15.00	\$ 3,690.00	\$ 20.00	\$ 4,920.00	\$ 28.00	\$ 6,888.00			
44	7010-108-A-0	Pavement, PCC, 9" (Thickness)	547	SY	\$ 80.00	\$ 43,760.00	\$ 75.60	\$ 41,353.20	\$ 72.00	\$ 39,384.00	\$ 68.50	\$ 37,469.50	\$ 93.00	\$ 50,871.00			
45	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	9	SY	\$ 60.00	\$ 540.00	\$ 136.50	\$ 1,228.50	\$ 130.00	\$ 1,170.00	\$ 95.00	\$ 855.00	\$ 87.00	\$ 783.00			
46	7040-108-H-0	Pavement - Removal	547	SY	\$ 8.00	\$ 4,376.00	\$ 9.45	\$ 5,169.15	\$ 10.00	\$ 5,470.00	\$ 7.00	\$ 3,829.00	\$ 15.00	\$ 8,205.00			
47	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	5	EA	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 350.00	\$ 1,750.00	\$ 335.00	\$ 1,675.00	\$ 580.00	\$ 2,900.00			
48	9020-108-A-0	Sod, by SF	920	SF	\$ 2.50	\$ 2,300.00	\$ 1.05	\$ 966.00	\$ 1.10	\$ 1,012.00	\$ 2.00	\$ 1,840.00	\$ 1.20	\$ 1,104.00			
Sub Total					\$ 60,276.00		Sub Total	\$ 59,431.35	Sub Total	\$ 58,791.00	Sub Total	\$ 58,394.75	Sub Total	\$ 77,518.00			
Total Base Bid Amount						\$ 492,764.00			\$ 453,488.57			\$ 517,241.65			\$ 537,194.90		
Total Selected Alternate(s) Amount						\$ 60,276.00			\$ 59,431.35			\$ 58,394.75			\$ 77,518.00		
Total Bid Amount:						\$ 553,040.00			\$ 512,919.92			\$ 575,636.40			\$ 614,712.90		
								Total Bid	\$ 512,919.92	Total Bid	\$ 518,617.70	Total Bid	\$ 575,636.40	Total Bid	\$ 614,712.90		
								% Over / Under (-)		-7.25%		-6.22%		4.09%		11.15%	

Project Title:		Loras Blvd. & Locust St. Storm Sewer Reconstruction Project				Bid Date		Offset Construction, LLC		Portzen Construction Inc.	
						7-May-26					
REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE				
Division 9040 - Erosion and Sediment Control											
9040-108-T-1	Inlet Protection Device, Installation	8	EA	\$ 100.00	\$ 800.00	\$ 66.00	\$ 528.00				
9040-108-T-2	Inlet Protection Device, Maintenance	8	EA	\$ 75.00	\$ 600.00	\$ 66.00	\$ 528.00				
Sub Total					\$ 1,400.00	Sub Total	\$ 1,056.00				
Division 11,020 - Mobilization											
11020-108-A-0	Mobilization	1	LS	\$ 86,500.00	\$ 86,500.00	\$ 33,000.00	\$ 33,000.00				
Sub Total					\$ 86,500.00	Sub Total	\$ 33,000.00				
Special Provisions - Non-Standard Project Items											
SP	Storm Sewer Gravity Main, Trenched, 24" PVC	16.2	LF	\$ 145.00	\$ 2,349.00	\$ 175.00	\$ 2,835.00				
SP	Intake Type, Custom PCB-2	4.41	VF	\$ 1,750.00	\$ 7,717.50	\$ 7,950.00	\$ 35,059.50				
SP	Intake Type, Custom PCB-4	4	VF	\$ 1,800.00	\$ 7,200.00	\$ 10,250.00	\$ 41,000.00				
SP	Crack and Joint Cleaning and Filling, Hot Pour Tar Seal	30.2	CF	\$ 130.00	\$ 3,926.00	\$ 135.00	\$ 4,077.00				
SP	Crack and Joint Cleaning and Filling, Mastic Banding	10.7	CF	\$ 195.00	\$ 2,086.50	\$ 195.00	\$ 2,086.50				
SP	Existing Structure Modifications / EDMH-1	1	EA	\$ 7,100.00	\$ 7,100.00	\$ 16,000.00	\$ 16,000.00				
SP	Historic Brick Paver Removal / Replacement / Concrete Header Tie In	120	SF	\$ 52.00	\$ 6,240.00	\$ 16.00	\$ 1,920.00				
Sub Total					\$ 36,619.00	Sub Total	\$ 102,978.00				
Alternate Bid Items					Offset Construction, LLC		Portzen Construction Inc.				
ITEM NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE	BID UNIT PRICE	TOTAL PRICE				
Alternate #1 Items											
2010-108-D-3	Topsoil, Off-site	18	CY	\$ 125.00	\$ 2,250.00	\$ 60.00	\$ 1,080.00				
2010-108-E-0	Excavation, Class 10	85	CY	\$ 12.00	\$ 1,020.00	\$ 22.00	\$ 1,870.00				
2010-108-J-0	Subbase, Granular Subbase - Gr 12a (Granular Subbase Pile)	161	TON	\$ 22.00	\$ 3,542.00	\$ 26.00	\$ 4,186.00				
4040-108-A-0	Subdrain, 6" Perforated	246	LF	\$ 12.00	\$ 2,952.00	\$ 20.00	\$ 4,920.00				
7010-108-A-0	Pavement, PCC, 9" (Thickness)	547	SY	\$ 76.00	\$ 41,572.00	\$ 78.00	\$ 42,666.00				
7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	9	SY	\$ 150.00	\$ 1,350.00	\$ 95.00	\$ 855.00				
7040-108-H-0	Pavement - Removal	547	SY	\$ 8.25	\$ 4,512.75	\$ 16.00	\$ 8,752.00				
IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	5	EA	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00				
9020-108-A-0	Sod, by SF	920	SF	\$ 1.25	\$ 1,150.00	\$ 1.10	\$ 1,012.00				
Sub Total					\$ 60,848.75	Sub Total	\$ 66,591.00				
Total Base Bid Amount					\$ 537,796.65					\$ 571,398.35	
Total Selected Alternate(s) Amount					\$ 60,848.75					\$ 66,591.00	
Total Bid Amount:					\$ 598,645.40					\$ 637,989.35	
					Total Bid	\$ 598,645.40	Total Bid	\$ 637,989.35			
% Over / Under (-)						8.25%				15.36%	

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE: Loras Boulevard Reconstruction and Repairs Project Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the public improvement contract for the Loras Boulevard Reconstruction and Repairs Project to Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa in the amount of \$405,706.20. This contract award amount is 6.92% more than the engineer's estimate.
RESOLUTION Awarding Public Improvement Contract for the Loras Boulevard Reconstruction and Repairs Project

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

ATTACHMENTS:

1. MVM Memo Loras Boulevard Reconstruction and Repairs Project Award Public Improvement Contract
2. 2026-05-11_Loras-ReconAndRepair -AwardMemo
3. Loras-ReconAndRepair - Council Award Resolution
4. 2026-05-07 2026 Loras Boulevard Reconstruction and Repairs - Bid Tabulation
5. 2026-05-07 2026 Loras Boulevard Reconstruction and Repairs - Contract Award

TO: The Honorable Mayor and City Council Members

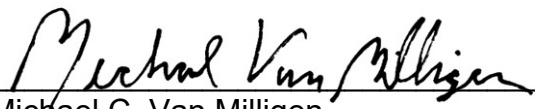
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Loras Boulevard Reconstruction and Repairs Project
Award Public Improvement Contract

DATE: May 12, 2026

Assistant Public Works Director - Project Manager Max O'Brien is recommending City Council award the public improvement contract for the Loras Boulevard Reconstruction and Repairs Project to Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa in the amount of \$405,706.20, through the adoption of the attached resolution. This contract award amount is 6.92% more than the engineer's estimate.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

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

DATE: May 11, 2026

SUBJECT: Loras Boulevard Reconstruction and Repairs Project
Award Public Improvement Contract

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Loras Boulevard Reconstruction and Repairs Project.

BACKGROUND

This project includes the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work includes the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation will consist of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

This project was originally identified as needed and was planned for completion in late 2026 or early 2027, however the project was rescheduled to accommodate the upcoming RAGBRAI event for safety purposes. While not specifically budgeted, the project is utilizing general recurring pavement rehabilitation CIP's that are budgeted each year.

The project was initiated for bid by City Council on April 20, 2026. The project was publicly advertised for bid April 22, 2026. There was a Public Hearing held during the May 4, 2026 City Council hearing.

BID RESULTS

The City received sealed bids on May 7, 2026 for the Loras Boulevard Reconstruction and Repairs Project. The City received 3 bids for the project with Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa submitting the low bid in the amount of \$405,706.20. This amount is 6.92% more than the engineer's estimate of \$379,434.50. A summary of the 3 bid proposals received is as follows:

Contractor Name	Total Bid Amount
Eastern Iowa Excavating & Concrete, Inc	\$ 405,706.20
Midwest Concrete, Inc.	\$ 414,038.50
Portzen Construction	\$ 452,894.00

BUDGET IMPACT

The estimate of probable cost for the Loras Boulevard Reconstruction and Repairs Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	*\$ 379,434.50	\$ 405,706.20
Contingency (10%)	*\$ 37,943.45	\$ 40,570.62
Engineering (10%)	\$ 65,750.00	\$ 65,750.00
Total Project Cost	*\$ 483,127.95	\$ 512,026.82

**Note: The Construction estimate was revised due to quantity changes made in contract Addendum #1 which was issued on May 4, 2026 prior to bid opening.*

The construction of the Loras Boulevard Reconstruction and Repairs Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5521000018-110-67990	Pavement Rehabilitation	\$300,000.00
5521000018-301-67990	Pavement Rehabilitation	\$600,000.00

ACTION STEP

The City Council is requested to award the public improvement contract for the Loras Boulevard Reconstruction and Repairs Project to Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa in the amount of \$405,706.20, through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director

RESOLUTION NO. -26

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE
LORAS BOULEVARD RECONSTRUCTION AND REPAIRS PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Loras Boulevard Reconstruction and Repairs Project, (the Project) pursuant to Resolution No. 133-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 22nd day of April 2026; and

Whereas, said sealed proposals were opened and read on the 7th day of May 2026 and it has been determined that Eastern Iowa Excavating & Concrete, Inc. of Cascade, Iowa in the bid amount of \$405,706.20, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating & 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 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title: LORAS BLVD. RECONSTRUCTION AND REPAIRS

Bid Date
7-May-26

Engineer's Estimate

Eastern Iowa Excavating & Concrete, LLC.

Midwest Concrete, Inc.

Portzen Construction

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-D-3	Topsoil, Off-site	27	CY	\$ 50.00	\$ 1,350.00	\$ 73.50	\$ 1,984.50	\$ 80.00	\$ 2,160.00	\$ 60.00	\$ 1,620.00
2	2010-108-E-0	Excavation, Class 10	685	CY	\$ 15.00	\$ 10,275.00	\$ 19.75	\$ 13,528.75	\$ 20.00	\$ 13,700.00	\$ 17.00	\$ 11,645.00
3	2010-108-F-0	Below Grade Excavation (Core Out)	425	TON	\$ 35.00	\$ 14,875.00	\$ 28.00	\$ 11,900.00	\$ 32.00	\$ 13,600.00	\$ 38.00	\$ 16,150.00
4	2010-108-G-0	Subgrade Preparation	1788	SY	\$ 3.00	\$ 5,364.00	\$ 0.75	\$ 1,341.00	\$ 2.00	\$ 3,576.00	\$ 4.50	\$ 8,046.00
5	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	23	TON	\$ 35.00	\$ 805.00	\$ 25.25	\$ 580.75	\$ 50.00	\$ 1,150.00	\$ 65.00	\$ 1,495.00
6	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	1256	TON	\$ 20.00	\$ 25,120.00	\$ 19.50	\$ 24,492.00	\$ 20.50	\$ 25,748.00	\$ 22.00	\$ 27,632.00
					Sub Total	\$ 57,789.00	Sub Total	\$ 53,827.00	Sub Total	\$ 59,934.00	Sub Total	\$ 66,588.00
Division 6010 - Structures for Sanitary and Storm Sewers												
7	6010-108-E-1	Manhole Adjustment, Minor	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,665.00	\$ 9,990.00	\$ 2,650.00	\$ 15,900.00	\$ 1,600.00	\$ 9,600.00
					Sub Total	\$ 9,000.00	Sub Total	\$ 9,990.00	Sub Total	\$ 15,900.00	Sub Total	\$ 9,600.00
Division 7010 - Portland Cement Concrete Pavement												
8	7010-108-A-0	Pavement, PCC, 9" (Thickness)	1450	SY	\$ 80.00	\$ 116,000.00	\$ 63.50	\$ 92,075.00	\$ 68.00	\$ 98,600.00	\$ 72.50	\$ 105,125.00
					Sub Total	\$ 116,000.00	Sub Total	\$ 92,075.00	Sub Total	\$ 98,600.00	Sub Total	\$ 105,125.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
9	7030-108-A-1	Removal of Sidewalk	74	SY	\$ 10.00	\$ 740.00	\$ 14.80	\$ 1,095.20	\$ 20.00	\$ 1,480.00	\$ 18.00	\$ 1,332.00
10	7030-108-A-3	Removal of Driveway	14	SY	\$ 15.00	\$ 210.00	\$ 21.50	\$ 301.00	\$ 50.00	\$ 700.00	\$ 22.00	\$ 308.00
11	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	50	SY	\$ 55.00	\$ 2,750.00	\$ 78.50	\$ 3,925.00	\$ 100.00	\$ 5,000.00	\$ 76.00	\$ 3,800.00
12	7030-108-G-0	Detectable Warning	32	SF	\$ 50.00	\$ 1,600.00	\$ 43.75	\$ 1,400.00	\$ 45.00	\$ 1,440.00	\$ 60.00	\$ 1,920.00
13	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	23	SY	\$ 65.00	\$ 1,495.00	\$ 93.00	\$ 2,139.00	\$ 110.00	\$ 2,530.00	\$ 86.00	\$ 1,978.00
					Sub Total	\$ 6,795.00	Sub Total	\$ 8,860.20	Sub Total	\$ 11,150.00	Sub Total	\$ 9,338.00
Division 7040 - Pavement Rehabilitation												
14	7040-108-A-0	Full Depth Patches PCC, 9" (Thickness)	410	SY	\$ 125.00	\$ 51,250.00	\$ 89.25	\$ 36,592.50	\$ 160.00	\$ 65,600.00	\$ 134.00	\$ 54,940.00
15	7040-108-H-0	Pavement - Removal	1653	SY	\$ 15.00	\$ 24,795.00	\$ 25.00	\$ 41,325.00	\$ 9.00	\$ 14,877.00	\$ 14.00	\$ 23,142.00
					Sub Total	\$ 76,045.00	Sub Total	\$ 77,917.50	Sub Total	\$ 80,477.00	Sub Total	\$ 78,082.00
Division 8030 - Temporary Traffic Control												
16	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 8,150.00	\$ 8,150.00	\$ 8,000.00	\$ 8,000.00	\$ 8,300.00	\$ 8,300.00
					Sub Total	\$ 20,000.00	Sub Total	\$ 8,150.00	Sub Total	\$ 8,000.00	Sub Total	\$ 8,300.00
IDOT Division 2524 - Traffic Signing												
17	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	3	EA	\$ 350.00	\$ 1,050.00	\$ 330.00	\$ 990.00	\$ 350.00	\$ 1,050.00	\$ 175.00	\$ 525.00
					Sub Total	\$ 1,050.00	Sub Total	\$ 990.00	Sub Total	\$ 1,050.00	Sub Total	\$ 525.00
Division 9020 - Sodding												
18	9020-108-A-0	Sod, by SY	245	SY	\$ 7.50	\$ 1,837.50	\$ 15.00	\$ 3,675.00	\$ 19.00	\$ 4,655.00	\$ 20.00	\$ 4,900.00
					Sub Total	\$ 1,837.50	Sub Total	\$ 3,675.00	Sub Total	\$ 4,655.00	Sub Total	\$ 4,900.00
Division 9040 - Erosion and Sediment Control												
19	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 320.00	\$ 320.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
20	9040-108-D-1	Filter Socks, 8"	130	LF	\$ 4.50	\$ 585.00	\$ 4.15	\$ 539.50	\$ 4.25	\$ 552.50	\$ 4.50	\$ 585.00
21	9040-108-D-2	Filter Socks, Removal	130	LF	\$ 1.50	\$ 195.00	\$ 1.70	\$ 221.00	\$ 1.00	\$ 130.00	\$ 1.10	\$ 143.00
22	9040-108-T-1	Inlet Protection Device, Installation	4	EA	\$ 150.00	\$ 600.00	\$ 100.00	\$ 400.00	\$ 70.00	\$ 280.00	\$ 66.00	\$ 264.00
23	9040-108-T-2	Inlet Protection Device, Maintenance	4	EA	\$ 10.00	\$ 40.00	\$ 35.00	\$ 140.00	\$ 70.00	\$ 280.00	\$ 66.00	\$ 264.00
					Sub Total	\$ 2,420.00	Sub Total	\$ 1,620.50	Sub Total	\$ 2,542.50	Sub Total	\$ 2,556.00
Division 11,020 - Mobilization												
24	11020-108-A-0	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00
					Sub Total	\$ 20,000.00	Sub Total	\$ 18,000.00	Sub Total	\$ 40,000.00	Sub Total	\$ 25,000.00
Division 11,030 - Temporary Services During Construction												
25	11030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 500.00	\$ 500.00	\$ 475.00	\$ 475.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
					Sub Total	\$ 500.00	Sub Total	\$ 475.00	Sub Total	\$ 1,000.00	Sub Total	\$ 1,200.00
Division 11,050 - Concrete Washout												
26	11050-108-A-0	Concrete Washout	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 525.00	\$ 525.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
					Sub Total	\$ 1,500.00	Sub Total	\$ 525.00	Sub Total	\$ 1,000.00	Sub Total	\$ 1,000.00
Special Provisions - Non-Standard Project Items												
27	SP	Roof Drain Curb Outlet Casting	4	EA	\$ 500.00	\$ 2,000.00	\$ 255.00	\$ 1,020.00	\$ 350.00	\$ 1,400.00	\$ 550.00	\$ 2,200.00
28	SP	Crack and Joint Cleaning and Filling, Hot Pour Tar Seal	584	CF	\$ 18.00	\$ 10,512.00	\$ 138.00	\$ 80,592.00	\$ 62.50	\$ 36,500.00	\$ 138.00	\$ 80,592.00
29	SP	Crack and Joint Cleaning and Filling, Mastic Banding	58	CF	\$ 72.00	\$ 4,176.00	\$ 192.00	\$ 11,136.00	\$ 180.00	\$ 10,440.00	\$ 195.00	\$ 11,310.00
30	SP	Diamond Grinding - Joint Offset Correction	65	LF	\$ 10.00	\$ 650.00	\$ 25.00	\$ 1,625.00	\$ 30.00	\$ 1,950.00	\$ 50.00	\$ 3,250.00
31	SP	Curb and Gutter, 30" (Width), 9" (Thickness)	648	LF	\$ 45.00	\$ 29,160.00	\$ 23.50	\$ 15,228.00	\$ 30.00	\$ 19,440.00	\$ 36.00	\$ 23,328.00
32	SP	Incentive Pay	10	Day	\$ 2,000.00	\$ 20,000.00	\$ 2,000.00	\$ 20,000.00	\$ 2,000.00	\$ 20,000.00	\$ 2,000.00	\$ 20,000.00
					Sub Total	\$ 66,498.00	Sub Total	\$ 129,601.00	Sub Total	\$ 89,730.00	Sub Total	\$ 140,680.00
					Total Base Bid Amount	\$ 379,434.50		\$ 405,706.20		\$ 414,038.50		\$ 452,894.00
					Total Bid Amount:	\$ 379,434.50		\$ 405,706.20		\$ 414,038.50		\$ 452,894.00
							Total Bid	\$ 405,706.20	Total Bid	\$ 414,038.50	Total Bid	\$ 452,894.00
								6.92%		9.12%		19.36%
					% Over / Under (-)							



City of Dubuque, Iowa
Construction Contract Award

Award Date: 18-May-26

Project Title: LORAS BLVD. RECONSTRUCTION AND REPAIRS

Contractor Name: Eastern Iowa Excavating & Concrete, LLC.

Address: 121 Nixon St. SE
City, State, Zip: Cascade, IA 52033

Contract Award Item	LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase							
	1	2010-108-D-3	Topsoil, Off-site	27	CY	\$ 73.50	\$ 1,984.50
	2	2010-108-E-0	Excavation, Class 10	685	CY	\$ 19.75	\$ 13,528.75
	3	2010-108-F-0	Below Grade Excavation (Core Out)	425	TON	\$ 28.00	\$ 11,900.00
	4	2010-108-G-0	Subgrade Preparation	1788	SY	\$ 0.75	\$ 1,341.00
	5	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	23	TON	\$ 25.25	\$ 580.75
	6	2010-108-J-0	Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile)	1256	TON	\$ 19.50	\$ 24,492.00
			Sub Total				\$ 53,827.00
Division 6010 - Structures for Sanitary and Storm Sewers							
	7	6010-108-E-1	Manhole Adjustment, Minor	6	EA	\$ 1,665.00	\$ 9,990.00
			Sub Total				\$ 9,990.00
Division 7010 - Portland Cement Concrete Pavement							
	8	7010-108-A-0	Pavement, PCC, 9" (Thickness)	1450	SY	\$ 63.50	\$ 92,075.00
			Sub Total				\$ 92,075.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways							
	9	7030-108-A-1	Removal of Sidewalk	74	SY	\$ 14.80	\$ 1,095.20
	10	7030-108-A-3	Removal of Driveway	14	SY	\$ 21.50	\$ 301.00
	11	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	50	SY	\$ 78.50	\$ 3,925.00
	12	7030-108-G-0	Detectable Warning	32	SF	\$ 43.75	\$ 1,400.00
	13	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	23	SY	\$ 93.00	\$ 2,139.00
			Sub Total				\$ 8,860.20
Division 7040 - Pavement Rehabilitation							
	14	7040-108-A-0	Full Depth Patches PCC, 9" (Thickness)	410	SY	\$ 89.25	\$ 36,592.50
	15	7040-108-H-0	Pavement - Removal	1653	SY	\$ 25.00	\$ 41,325.00
			Sub Total				\$ 77,917.50
Division 8030 - Temporary Traffic Control							
	16	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 8,150.00	\$ 8,150.00
			Sub Total				\$ 8,150.00
IDOT Division 2524 - Traffic Signing							
	17	IDOT 2524.05-F	Existing Sign, Remove and Reinstall, As Per Plan	3	EA	\$ 330.00	\$ 990.00
			Sub Total				\$ 990.00
Division 9020 - Sodding							
	18	9020-108-A-0	Sod, by SY	245	SY	\$ 15.00	\$ 3,675.00
			Sub Total				\$ 3,675.00
Division 9040 - Erosion and Sediment Control							
	19	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 320.00	\$ 320.00
	20	9040-108-D-1	Filter Socks, 8"	130	LF	\$ 4.15	\$ 539.50
	21	9040-108-D-2	Filter Socks, Removal	130	LF	\$ 1.70	\$ 221.00
	22	9040-108-T-1	Inlet Protection Device, Installation	4	EA	\$ 100.00	\$ 400.00
	23	9040-108-T-2	Inlet Protection Device, Maintenance	4	EA	\$ 35.00	\$ 140.00
			Sub Total				\$ 1,620.50
Division 11,020 - Mobilization							
	24	11020-108-A-0	Mobilization	1	LS	\$ 18,000.00	\$ 18,000.00
			Sub Total				\$ 18,000.00
Division 11,030 - Temporary Services During Construction							
	25	11030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 475.00	\$ 475.00
			Sub Total				\$ 475.00
Division 11,050 - Concrete Washout							
	26	11050-108-A-0	Concrete Washout	1	LS	\$ 525.00	\$ 525.00
			Sub Total				\$ 525.00
Special Provisions - Non-Standard Project Items							
	27	SP	Roof Drain Curb Outlet Casting	4	EA	\$ 255.00	\$ 1,020.00
	28	SP	Crack and Joint Cleaning and Filling, Hot Pour Tar Seal	584	CF	\$ 138.00	\$ 80,592.00
	29	SP	Crack and Joint Cleaning and Filling, Mastic Banding	58	CF	\$ 192.00	\$ 11,136.00
	30	SP	Diamond Grinding - Joint Offset Correction	65	LF	\$ 25.00	\$ 1,625.00
	31	SP	Curb and Gutter, 30" (Width), 9" (Thickness)	648	LF	\$ 23.50	\$ 15,228.00
	32	SP	Incentive Pay	10	Day	\$ 2,000.00	\$ 20,000.00
			Sub Total				\$ 129,601.00
TOTAL							\$ 405,706.20

Item	NO.	NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
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Contract Award Amount: \$ 405,706.20

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: 2026 Public Works Asphalt Milling Profile Project Award Public Improvement Contract

SUMMARY: City Manager recommending City Council award the public improvement contract for the 2026 Public Works Asphalt Milling Profile Project to WK Construction Co., Inc. of Middleton, Wisconsin in the amount of \$135,229.47. This award contract amount is 7.29% less than the engineer's estimate.
RESOLUTION Awarding Public Improvement Contract for the 2026 Public Works Asphalt Milling Profile Project

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

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Milling Profile Project Award Public Improvement Contract
2. 2026-05-12_2026 Asphalt Overlay Milling-AwardMemo
3. 2026 Asphalt Overlay Milling - Council Award Resolution
4. 2026AsphaltOverlayMilling_BidTab
5. 2026AsphaltOverlayMilling_Award

TO: The Honorable Mayor and City Council Members

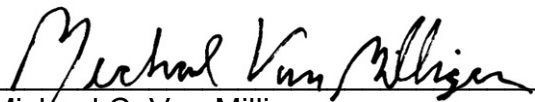
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Milling Profile Project
Award Public Improvement Contract

DATE: May 12, 2026

Assistant Public Works Director - Project Manager Max O'Brien is recommending City Council award the public improvement contract for the 2026 Public Works Asphalt Milling Profile Project to WK Construction Co., Inc. of Middleton, Wisconsin in the amount of \$135,229.47, through the adoption of the attached resolution. This award contract amount is 7.29% less than the engineer's estimate.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Luke Roth, Assistant Field Operations Manager (Prepared By)
Brian Wulfekuhle, Field Operations Manager
Alicia Goerd, Administrative Support Professional

TO: Michael C. Van Milligen, City Manager

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

DATE: May 11, 2026

SUBJECT: 2026 Public Works Asphalt Milling Profile Project
Award Public Improvement Contract

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the 2026 Public Works Asphalt Milling Profile Project.

BACKGROUND

Each calendar year, the Public Works department puts together a recommendation for the asphalt overlay program. Pending final budget approval, the department is recommending moving forward with requesting bids for asphalt profile milling services for the entirety of this calendar year's overlay program.

Street Maintenance / Rehabilitation programs have been identified as a 2025-2027 City Council top priority.

The project was initiated for bid by City Council on April 20, 2026. The project was publicly advertised for bid April 22, 2026. There was a Public Hearing held during the May 4, 2026 City Council hearing.

BID RESULTS

The City received sealed bids on May 7, 2026 for the 2026 Public Works Asphalt Milling Profile Project. The City received 2 bids for the project with WK Construction Co., Inc. of Middleton, Wisconsin submitting the low bid in the amount of \$135,229.47. This amount is 7.29% less than the engineer's estimate of \$145,869.35. A summary of the 2 bid proposals received is as follows:

Contractor Name	Total Bid Amount
WK Construction Co., Inc	\$135,229.47
Iowa Based Milling LLC	\$214,513.75

BUDGET IMPACT

The estimate of probable cost for the 2026 Public Works Asphalt Milling Profile Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	\$ 145,869.35	\$ 135,229.47
Contingency (10%)	\$ 14,586.94	\$ 13,522.95
Engineering (10%)	\$ 14,586.94	\$ 13,522.95
Total Project Cost	<u>\$ 175,043.22</u>	<u>\$ 162,275.37</u>

Funding for this project will come from the Public Works Department capital budget for asphalt milling services [5421000003-301-67990].

ACTION STEP

The City Council is requested to award the public improvement contract for the 2026 Public Works Asphalt Milling Profile Project to WK Construction Co., Inc. of Middleton, Wisconsin in the amount of \$135,229.47, through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Luke Roth, Assistant Field Operations Manager (Prepared By)
Arielle Swift, Public Works Director
Brian Wulfekuhle, Field Operations Manager
Alicia Goerd, Administrative Support Professional

RESOLUTION NO. -26

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE
2026 PUBLIC WORKS ASPHALT MILLING PROFILE PROJECT**

Whereas, sealed proposals have been submitted by contractors for the 2026 Public Works Asphalt Milling Profile Project, (the Project) pursuant to Resolution No. 134-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 22nd day of April 2026; and

Whereas, said sealed proposals were opened and read on the 7th day of May 2026 and it has been determined that WK Construction Co., Inc. of Middleton, Wisconsin, in the bid amount of \$135,229.47, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to WK Construction Co., 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 18th day of May 2026.

Attest:

Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant City Clerk



City of Dubuque, Iowa

Bid Tabulation

Project Title:

Public Works Asphalt Profile Milling Services Project

Bid Date

7-May-26

Engineer's Estimate

WK Construction Co., Inc

Iowa Based Milling LLC

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
Division 7040 - Pavement Rehabilitation										
1	7040-108-G-0	Milling	171611	SY	\$ 0.85	\$ 145,869.35	\$ 0.79	\$ 135,229.47	\$ 1.25	\$ 214,513.75
Sub Total						\$ 145,869.35	Sub Total	\$ 135,229.47	Sub Total	\$ 214,513.75
Total Bid Amount:						\$ 145,869.35			Total Bid	\$ 214,513.75
% Over / Under (-)								-7.29%	47.06%	



City of Dubuque, Iowa
Construction Contract Award

Award Date: 18-May-26
Project Title: Public Works Asphalt Profile Milling Services Project
Contractor Name: WK Construction Co., Inc
Address: 4292 Twin Valley Road
City, State, Zip: Middleton, WI 53562

Contract Award Item	LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 7040 - Pavement Rehabilitation							
Award	1	7040-108-G-0	Milling	171611	SY	\$ 0.79	\$ 135,229.47
Sub Total							\$ 135,229.47
TOTAL							\$ 135,229.47
Contract Award Amount:							\$ 135,229.47

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Ordinance Establishing Minimum Sanitary Sewer Charge for FY27
SUMMARY:	City Manager recommending City Council approval of the ordinance amending Section 13-2C-3(C) of the Code of Ordinances to adjust the minimum sanitary sewer charges by 9% in support of the adopted Fiscal Year 2027 Budget. ORDINANCE Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2c-3(C)(7) Service Charge
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo Minimum Sanitary Sewer Rate Changes for Fiscal Year 2027
2. Staff Memo - Minimum Sanitary Sewer Rates FY2027, 5-2026
3. Sanitary Sewer Rates Ordinance Amendment_05-13-2026
4. Staff Memo - Sanitary Sewer Rates FY2027, 4-2026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

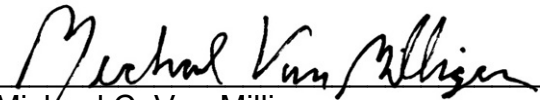
SUBJECT: Minimum Sanitary Sewer Rate Changes for Fiscal Year 2027

DATE: May 13, 2026

Water & Resource Recovery Center Director Deron Muehring is recommending City Council approval of the ordinance amending Section 13-2C-3(C) of the Code of Ordinances to adjust the minimum sanitary sewer charges by 9% in support of the adopted Fiscal Year 2027 Budget.

Following adoption of the ordinance establishing the sanitary sewer rates per 100 cubic feet and rate per each gallon, staff identified that the minimum sanitary sewer charges were not adjusted as part of the ordinance amendment. The minimum sanitary sewer charges should also reflect the same 9% increase adopted for the FY2027 sanitary sewer rates to fully support the adopted FY2027 budget.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Minimum Sanitary Sewer Rate Changes for Fiscal Year 2027

DATE: May 12, 2026

INTRODUCTION:

The purpose of this memo is to recommend modification of Section 13-2C-3(C) of the Code of Ordinances to adjust the minimum sanitary sewer charges for Fiscal Year 2027.

BACKGROUND:

The proposed FY27 minimum sanitary sewer rate adjustment is necessary to fund the continued operation, maintenance, and long-term improvement of Dubuque's wastewater collection and treatment system. This includes the daily operation of the Water & Resource Recovery Center (WRRC), where wastewater from homes, businesses, and industries is treated before being safely returned to the environment, as well as the operation and maintenance of the City's 22 sanitary sewer lift stations and more than 300+ miles of sanitary sewer mains. These fees support essential services such as treatment, pumping, cleaning, televising, repairs, regulatory compliance, laboratory testing, odor mitigation, and emergency response.

On April 28, 2026, the City Council adopted the Fiscal Year 2027 budget. Also on April 28, 2026, the City Council adopted an ordinance establishing the schedule of sanitary sewer rates per 100 cubic feet and rate per each gallon in support of the adopted FY2027 budget. The staff memo associated with the previously adopted ordinance is attached for reference. As outlined therein, the proposed 9% increase for FY27 will result in a \$2.87 increase in the monthly sanitary sewer fee for the average household in Dubuque, based on typical usage of 3,200 gallons of water per month as outlined in Table 1 below. As a user fee, it is based on the amount of water used and corresponding wastewater generated. For lower consumption households, those that might only use 2,000 gallons per month, the current fee would be \$19.92 per month. This would increase by \$1.79 to \$21.71 per month as proposed in FY2026.

Table 1. Monthly fee comparison for a household that uses 3,200 gallons of water per month.

	FY26 (Current)	FY27 (Proposed)	\$ Increase	% Increase
Monthly Cost	\$31.86	\$34.73	\$2.87	9%

DISCUSSION

Following adoption of the ordinance establishing the sanitary sewer rates per 100 cubic feet and rate per each gallon, staff identified that the minimum sanitary sewer charges were not adjusted as part of the ordinance amendment. The minimum sanitary sewer charges should also reflect the same 9% increase adopted for the FY2027 sanitary sewer rates to fully support the adopted FY2027 budget.

The proposed ordinance amendment will adjust the minimum sanitary sewer charges by 9%, consistent with the sanitary sewer rate increases previously adopted by the City Council for FY2027.

A marked-up version of the proposed ordinance amendment is attached to clearly identify the changes proposed to the minimum sanitary sewer charges.

RECOMMENDATION:

I recommend amending Section 13-2C-3(C) of the Code of Ordinances to increase the minimum sanitary sewer charges by 9% in support of the adopted Fiscal Year 2027 budget.

ACTION REQUESTED

I respectfully request passage of the attached ordinance amending Section 13-2C-3(C) of the Code of Ordinances to adjust the minimum sanitary sewer charges for Fiscal Year 2027.

Attach.

Cc: Crenna Brumwell, City Attorney
Jennifer Larson, Chief Financial Officer
Adrienne Breitsfelder, City Clerk

ORDINANCE NO. _____ - 26

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 2 SEWERS AND SEWAGE DISPOSAL, ARTICLE C RATES, SECTION 13-2C-3(C)(7) SERVICE CHARGE

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

Section 1. Section 13-2C-3(C)(7) of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-2C-3: RATES ESTABLISHED:

Contributors whose property lies within the corporate limits of the city, except as otherwise provided in this article, shall pay to the city at the same time payment for water services is made, a sewer service charge computed on water consumption on the following rates:
. . . .

C. Service Charge:

. . . .

7. Where the quantity of water consumed is such that the minimum of service is charged, the minimum sewer service charge, according to the size of the meter, shall be as follows:

Meter Size (Inches)	Minimum Charge	Allowance (Cubic Feet)	Allowance (Gallons)
5/8	\$16.24	200	1,496
3/4	\$40.58	500	3,740
1 or larger	\$64.94	800	5,984

Section 2. This Ordinance shall take effect on the 1st day of July, 2026

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

Brad M. Cavanagh, Mayor

Attest:

EFFECT OF AMENDMENT

Meter Size (Inches)	Minimum Charge	Allowance (Cubic Feet)	Allowance (Gallons)
5/8	\$16.24 14.90	200	1,496
3/4	\$40.58 37.23	500	3,740
1 or larger	\$64.94 59.58	800	5,984

TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Sanitary Sewer Rate Changes for Fiscal Year 2027

DATE: April 23, 2026

INTRODUCTION:

The purpose of this memo is to recommend modification of Sections 13-2C-3(B) and 13-2C-3(C)(7) of the Code of Ordinances, thereby adjusting the sanitary sewer rates as proposed with the Fiscal Year 2026 budget.

DISCUSSION:

The proposed FY27 sanitary sewer rate adjustment is necessary to fund the continued operation, maintenance, and long-term improvement of Dubuque's wastewater collection and treatment system. This includes the daily operation of the Water & Resource Recovery Center (WRRC), where wastewater from homes, businesses, and industries is treated before being safely returned to the environment, as well as the operation and maintenance of the City's 22 sanitary sewer lift stations and more than 300+ miles of sanitary sewer mains. These fees support essential services such as treatment, pumping, cleaning, televising, repairs, regulatory compliance, laboratory testing, odor mitigation, and emergency response.

The proposed FY27 rate adjustment supports continued reinvestment in aging infrastructure and system reliability. Planned investments include improvements to treatment processes, replacement of obsolete controls and equipment, lift station reliability upgrades, odor reduction measures, and facility planning efforts that will guide future capital needs. These investments are necessary to maintain dependable service, reduce the risk of failures, comply with environmental requirements, and position the utility to meet future community needs.

The proposed adjustment also reflects the increasing cost of providing wastewater service. Over the past decade, many of the core inputs required to operate wastewater utilities have risen significantly faster than general inflation. Costs for electricity, natural gas, chemicals, equipment, and construction have all increased materially, placing upward pressure on the cost to maintain current service levels. At the WRRC specifically, electricity costs have increased by more than 120 percent over the past ten years even though the WRRC has reduced energy use per million gallons treated by approximately 20 percent over the past three fiscal years through improved operations and process management. These are not discretionary costs—they are the essential inputs required

to pump wastewater, operate treatment processes, disinfect flows, manage solids, and maintain system reliability.

The proposed 9% increase for FY27 will result in a \$2.87 increase in the monthly sanitary sewer fee for the average household in Dubuque, based on typical usage of 3,200 gallons of water per month as outlined in Table 1 below. As a user fee, it is based on the amount of water used and corresponding wastewater generated. For lower consumption households, those that might only use 2,000 gallons per month, the current fee would be \$19.92 per month. This would increase by \$1.79 to \$21.71 per month as proposed in FY2026.

Table 1. Monthly fee comparison for a household that uses 3,200 gallons of water per month.

	FY26 (Current)	FY27 (Proposed)	\$ Increase	% Increase
Monthly Cost	\$31.86	\$34.73	\$2.87	9%

To ensure rates remain aligned with peer communities across Iowa, the proposed rates are routinely benchmarked against the largest cities in the state that own and operate their own wastewater treatment facilities. A comparison of the monthly sanitary sewer fee for the average household is shown in the table below.

Table 2. Comparison of the sanitary sewer fee for a household that uses 3,200 gallons of water per month.

Rank	City	Average Monthly Sanitary Sewer Fee*
1	Ankeny	\$40.97
2	Des Moines	\$38.32
3	Davenport	\$38.19
4	Cedar Rapids	\$35.91
5	Dubuque	\$34.73
6	Sioux City	\$32.87
7	Ames	\$30.34
8	Waterloo	\$28.01
9	West Des Moines	\$25.25
10	Iowa City	\$23.86
11	Council Bluffs	\$20.17
	Average without Dubuque	\$31.39

***Based on 5/8 Meter & 3,200 Gal**

The average fee in Dubuque is 14.6% lower than the highest fee. And the average of the other cities is 9.6% lower than the fee in Dubuque.

A comparison of average annual rate increases from FY20 to FY27, Dubuque's proposed 9% increase will result in an average annual rate increase of 6.4% over the period—ranking it fourth highest (or fifth lowest) among the peer cities analyzed as reflected in Table 2 below. While slightly above the group average of 5.2%, the increase reflects the

scope and scale of the planned infrastructure improvements, some of which are already under construction.

Table 3. Comparison of average annual rate increase from the largest cities in Iowa that own and operate a wastewater facility.

Rank	City	Average Annual Increase
1	Sioux City	8.8%
2	Council Bluffs*	7.5%
3	Cedar Rapids	6.5%
4	Dubuque	6.4%
5	Waterloo	5.8%
6	Ames	4.0%
7	Davenport	2.1%
8	Iowa City	1.7%
	Average without Dubuque	5.2%

Additionally, the composition of sewer revenue by user class can vary significantly from city to city. In Dubuque, residential users account for approximately 52% of sanitary sewer revenue, while industrial users contribute about 25%. In some peer communities, industrial users may represent a larger share of the overall revenue, which can help offset costs and reduce the financial burden on residential ratepayers. The breakdown is shown in Table 3 below.

Table 4. Breakdown of sanitary sewer fee revenue by customer classification for FY2025 through March 25, 2025.

Customer Classification	Percent Revenue Contribution
Residential	52%
Industrial	25%
Commercial	22%
Other	1%

Every dollar generated through sanitary sewer fees is reinvested directly into wastewater collection and treatment systems. The proposed FY27 adjustment will help ensure the City can continue providing safe, reliable, and environmentally responsible wastewater service while responsibly addressing aging infrastructure, rising operating costs, and future system demands.

RECOMMENDATION:

I recommend amending the City Code of Ordinances to increase the sanitary sewer fees by 9% in support of the proposed Fiscal Year 2027 budget.

ACTION REQUESTED

I respectfully request passing the attached ordinance, amending Sections 13-2C-3(B) and 13-2C-3(C)(7) of the Code of Ordinances to increase the sanitary sewer fees by 9% in support of the proposed with the Fiscal Year 2027 budget.

Attach.

Cc: Crenna Brumwell, City Attorney
Jennifer Larson, Chief Financial Officer
Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE: Fire Cost Recovery Billing Ordinance

SUMMARY: City Manager recommending City Council approval to advance a Fire Cost Recovery Ordinance, including the associated fee schedule for consideration.
ORDINANCE Amending the City Of Dubuque Code of Ordinances, Title 7, Chapter 2, Section 2, by Repealing Said Section and Enacting a New Section in Lieu Thereof Relating to the Recovery of Fire Department Mitigation Costs

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo - Fire Cost Recovery Billing Ordinance
2. Staff Memo DFD- Fire Cost Recovery Billing Ordinance
3. Fire Cost Recovery Ordinance - 2026

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Cost Recovery Billing Ordinance

DATE: May 11, 2026

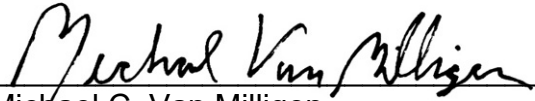
Fire Chief Amy Scheller is recommending City Council approval of a Fire Cost Recovery Ordinance, including the associated fee schedule.

In October 2025, the Dubuque Fire Department presented a long-term financial sustainability strategy intended to support future operational needs, minimum staffing improvements, and enhanced emergency response capabilities throughout the community. The strategy identified three primary components including modernization of ambulance billing rates utilizing the annual GEMT cost reporting methodology, implementation of a Fire Cost Recovery billing program, and negotiated operational savings associated with the department's Public Consulting Group (PCG) contract.

Since that time, the department has implemented the ambulance billing modifications and previously completed the negotiated PCG contract adjustments discussed. The department is now advancing the remaining component of the strategy through implementation of the proposed Fire Cost Recovery program and associated ordinance structure.

Establishing this ordinance is a needed step in creating the legal and administrative framework necessary to recover eligible costs associated with specific emergency response incidents, including motor vehicle accidents, hazardous materials incidents, vehicle fires, specialized rescue responses, and other eligible emergency mitigation activities where recovery from a responsible party or insurer is permitted.

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
Amy Scheller, Fire Chief
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Sam Janecke, EMS Bureau Chief
Jason Lehman, Assistant City Attorney
Dawn March, Purchasing and Safety Coordinator
Joe Pregler, Chief Information Officer

TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: Fire Cost Recovery Billing Ordinance

DATE: April 28, 2026

INTRODUCTION:

The purpose of this memorandum is to request approval to advance a Fire Cost Recovery Ordinance for City Council consideration. Establishing this ordinance is a needed step in creating the legal and administrative framework necessary to recover eligible costs associated with specific emergency response incidents, including motor vehicle accidents, hazardous materials incidents, vehicle fires, specialized rescue responses, and other eligible emergency mitigation activities where recovery from a responsible party or insurer is permitted.

This request is directly connected to prior operational and staffing discussions presented to the City Manager and City Council during late 2025 regarding firefighter staffing enhancements, minimum staffing improvements, and the department's long-term financial sustainability strategy. As outlined in the October 17, 2025 memorandum regarding ambulance billing adjustments and firefighter staffing increases, the Fire Department identified three primary funding strategies intended to assist in supporting future personnel and operational costs: (1) modernization of ambulance billing rates utilizing the annual GEMT cost reporting methodology, (2) implementation of a Fire Cost Recovery billing program, and (3) negotiated contractual savings associated with the department's Public Consulting Group (PCG) service agreement.

The proposed Fire Cost Recovery Billing Ordinance directly aligns with Funding Strategy #2 and represents the formal mechanism necessary to implement a structured Fire Cost Recovery billing program within the City of Dubuque. The department previously communicated that these combined financial strategies were intended to support additional firefighter staffing requests associated with improving minimum staffing levels, increasing operational resiliency, and strengthening frontline emergency response capabilities. These discussions also included the department's intent to pursue a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant to assist with a portion of future personnel costs to support the long-term sustainability of those positions following conclusion of the federal grant period.

The department's FY2027 staffing plan included a request for nine additional firefighter positions intended to further improve minimum staffing levels, increase operational capacity, and strengthen emergency response reliability throughout the community. These positions are contingent upon the successful award of a FEMA SAFER Grant, which would provide critical federal assistance during the initial implementation period while allowing the department to implement the billing strategies and City to evaluate long-term sustainability through the operational and revenue strategies previously identified.

DISCUSSION:

In October 2025, the Dubuque Fire Department presented a long-term financial sustainability strategy intended to support future operational needs, minimum staffing improvements, and enhanced emergency response capabilities throughout the community. The strategy identified three primary components including modernization of ambulance billing rates utilizing the annual GEMT cost reporting methodology, implementation of a Fire Cost Recovery billing program, and negotiated operational savings associated with the department's Public Consulting Group (PCG) contract.

Since that time, the department has implemented the ambulance billing modifications and previously completed the negotiated PCG contract adjustments discussed. The department is now advancing the remaining component of the strategy through implementation of the proposed Fire Cost Recovery program and associated ordinance structure.

To support implementation of the Fire Cost Recovery initiative, the City completed a formal Request for Proposal (RFP) process to identify a qualified vendor capable of providing billing administration, reporting, claims management, and insurance recovery support services associated with municipal fire cost recovery operations. A review process involving representatives from the Fire Department, City Legal, and Finance Departments was conducted, resulting in the selection of Fire Recovery USA as the preferred vendor for the program.

Following the vendor selection process, the Fire Department worked collaboratively with the City Attorney's Office and City Legal staff to develop proposed ordinance language utilizing recommendations and industry best practices associated with Fire Cost Recovery programs. The proposed ordinance establishes the legal authority necessary to administer the program, define eligible incidents and services, and formally adopt the associated mitigation and response fee schedule applicable to eligible emergency incidents.

As an industry best practice, mitigation and response fees are recommended to be specifically identified within the ordinance itself. Incorporating the fee schedule directly into the ordinance improves transparency, establishes clear local authority, supports administrative consistency, and strengthens the City's ability to recover eligible costs

from insurance carriers and responsible parties. This approach is commonly utilized by municipalities administering Fire Cost Recovery programs and ensures the fees are formally adopted through the public ordinance process.

RECOMMENDATION:

It is respectfully requested that approval to submit a Fire Cost Recovery Ordinance, including the associated fee schedule, for City Council review and consideration. This action will provide the necessary structure to move forward with implementation of the program in an organized and legally supported manner.

CC
Jenny Larson
Laura Bendorf
Sam Janecke
Crenna Brumwell
Jason Lehman
Dawn March
Joe Pregler

ORDINANCE NO. ____-26

AN ORDINANCE AMENDING THE CITY OF DUBUQUE CODE OF ORDINANCES, TITLE 7, CHAPTER 2, SECTION 2, BY REPEALING SAID SECTION AND ENACTING A NEW SECTION IN LIEU THEREOF RELATING TO THE RECOVERY OF FIRE DEPARTMENT MITIGATION COSTS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. REPEAL AND REPLACEMENT.

Title 7, Chapter 2, Section 2 of the City of Dubuque Code of Ordinances is hereby repealed and the following adopted in lieu thereof:

7-2-2: RECOVERY OF FIRE DEPARTMENT MITIGATION COSTS.

A. PURPOSE.

The purpose of this section is to provide for the recovery of costs incurred by the City when its Fire Department responds to Incidents requiring Emergency or Non-Emergency Services, and to allocate such costs to those persons or entities responsible for causing or contributing to such Incidents, in order to reduce the financial burden on taxpayers.

B. DEFINITIONS.

For purposes of this section, the following terms shall have the meanings indicated:

1. *Emergency Services* means fire suppression, rescue, emergency medical response, hazardous materials response, and other services provided by the Fire Department in response to an Incident.
2. *Non-Emergency Services* means services provided by the Fire Department that do not involve an immediate threat to life or property but require the use of personnel, equipment, or resources.
3. *Incident* means any occurrence to which the Fire Department responds in the performance of its duties.
4. *Responsible Party* means any person, firm, corporation, or other entity whose act or omission caused or contributed to an Incident.

5. *Mitigation Costs* means the reasonable costs incurred by the City for personnel, equipment, materials, administrative expenses, and any contracted services associated with responding to and mitigating an Incident.

C. LIABILITY FOR COSTS.

1. Each Responsible Party shall be liable to the City for Mitigation Costs incurred by the Fire Department in responding to an Incident, to the extent such party caused or contributed to the occurrence of the Incident.
2. Liability shall be joint and several where more than one Responsible Party exists.

D. SCHEDULE OF FEES.

1. Mitigation Costs shall be assessed in accordance with the Schedule of Mitigation Rates attached hereto as Exhibit A.

E. BILLING; INSURANCE.

1. The City may bill Mitigation Costs:
 - a. Directly to any Responsible Party;
 - b. To any applicable insurance carrier; and/or
 - c. Through a third-party claims administrator.
2. Responsible Parties shall, upon request, provide complete and accurate insurance information, including policy numbers and carrier contact information.
3. The City is authorized to pursue recovery from any available insurance coverage, including but not limited to automobile, liability, and property insurance.
4. Insurance proceeds shall be credited to the outstanding balance; any remaining amount shall remain the obligation of the Responsible Party.
5. Submission of a claim to insurance shall operate as a waiver of any charges or otherwise limit the City's ability to pursue full cost recovery.
6. To the extent permitted by applicable law, Mitigation Costs may be recovered regardless of fault where insurance coverage applies to the Incident.

F. CLAIMS ADMINISTRATION.

1. The City may contract with a third-party claims administrator to assist with:
 - a. Billing and invoicing;
 - b. Insurance claim submission and follow-up;
 - c. Documentation of services rendered;
 - d. Collection of Mitigation Costs; and

- e. Customer service related to billing inquiries.
- 2. Any such administrator shall act on behalf of the City and in accordance with this Code of Ordinances, other applicable law, and the terms of any agreement approved by the City.
- 3. The City may authorize the claims administrator to:
 - a. Submit claims directly to insurance carriers;
 - b. Receive payments from insurers; and
 - c. Coordinate with Responsible Parties regarding billing matters.
- 4. Compensation to a claims administrator may be structured on a contingency or fee-for-service basis, as approved by the City, and may be paid from recovered proceeds.
- 5. The use of a claims administrator shall not:
 - a. Relieve any Responsible Party of liability;
 - b. Limit the City's authority to pursue collection by other lawful means; or
 - c. Affect the availability of administrative appeal rights under this section.
- 6. All records related to Mitigation Cost recovery shall remain the property of the City, subject to applicable public records laws.

G. MOTOR VEHICLE INCIDENTS.

- 1. In the case of motor vehicle Incidents, Mitigation Costs may be billed to:
 - a. Any Responsible Party; and/or
 - b. The insurer of any vehicle involved.
- 2. It is the intent of the City that recovery for motor vehicle Incidents be directed primarily to insurance coverage when available.
- 3. Nothing herein shall limit the City's ability to recover costs from uninsured or underinsured Responsible Parties.

H. BILLING; COLLECTION.

- 1. Payment shall be due within the time stated on the invoice.
- 2. Delinquent accounts may be recovered by any lawful means, including:
 - a. Civil actions;
 - b. Collection agencies;
 - c. Use of a claims administrator;
 - d. Intercept of insurance proceeds; and/or
 - e. Any other method authorized by applicable law.

I. SPECIAL ASSESSMENT; LIEN.

To the extent permitted by applicable law and where the Incident is connected to real property owned by the Responsible Party, any unpaid Mitigation Costs may be certified to the county treasurer and collected in the same manner as a property tax or assessed as a lien against such real property.

J. ADMINISTRATIVE APPEAL.

1. A Responsible Party may appeal the imposition or amount of Mitigation Costs by filing a written appeal with the City Manager or designee within thirty (30) days of billing.
2. The appeal shall include:
 - a. The appellant's name and contact information;
 - b. The invoice number;
 - c. A statement of the grounds for appeal; and
 - d. Any supporting documentation.
3. The City Manager or designee may request additional information or conduct an information hearing.
4. The City Manager or designee shall review the submitted information and issue a written decision affirming, modifying, or waiving the charges.
5. The decision shall constitute final administrative action.

K. HARDSHIP WAIVER.

1. The City Manager or designee may reduce or waive Mitigation Costs upon a showing of undue financial hardship or other equitable considerations.
2. In determining whether a hardship exists, the City may consider:
 - a. The financial resources of the Responsible Party;
 - b. Whether and to what extent insurance coverage is available;
 - c. The nature and severity of the incident;
 - d. Whether the incident was accidental or beyond the reasonable control of the Responsible Party; and
 - e. Any other factors deemed relevant to fairness and equity.
3. A request for hardship waiver may be submitted as part of an appeal or as a separate written request.

L. OTHER REMEDIES.

The remedies provided in this section are cumulative and do not limit the City's authority to recover costs under any other provision of law.

M. EXHIBIT A – MITIGATION RATE SCHEDULE.

The mitigation rate schedule attached as Exhibit A is hereby adopted and incorporated by reference. Said schedule establishes standardized billing levels and itemized rate options for Fire Department services.

The rates listed in Exhibit A shall be adjusted by a percentage equal to the annual increase in the Consumer Price Index. The adjusted rates shall be effective July 1, 2027, and each July 1 thereafter, as provided below:

1. INDEX USED.

The adjustment shall be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982–84 = 100), as published by the U.S. Bureau of Labor Statistics or its successor entity.

2. CALCULATION METHOD.

The percentage change shall be calculated by comparing the most recently published CPI-U index for the April preceding the adjustment date to the CPI-U index for the same month in the immediately preceding year.

3. ADJUSTMENT APPLICATION.

The resulting percentage increase shall be applied to the then-current rates, and the adjusted amounts shall become effective on July 1.

4. DEFLATION

In the event the CPI-U reflects a negative percentage change, rates shall be adjusted downward consistent with the percentage decrease.

5. ROUNDING.

Adjusted amount shall be rounded to the nearest dollar.

6. PUBLICATION DELAY.

If the CPI-U for the applicable month is not published at the time of calculation, the most recently available index shall be used, with a true-up applied upon publication, if necessary.

Section 2. SEVERABILITY.

If any provision of this ordinance is held invalid, such invalidity shall not affect other provisions.

Section 3. EFFECTIVE DATE.

This ordinance shall take effect upon publication.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EXHIBIT A – FIRE DEPARTMENT MITIGATION RATE SCHEDULE

Section 1. PURPOSE AND APPLICATION.

This Mitigation Rate Schedule establishes standardized charges for Fire Department services. Rates reflect the average cost of providing emergency and non-emergency response services, including apparatus, personnel, equipment, and administrative overhead. All rates are presumptive billing levels. The City reserves the right to utilize itemized billing based on actual services rendered using rates deemed usual, customary, and reasonable.

Section 2. GENERAL COST BASIS.

Mitigation rates are calculated using apparatus amortization (useful life, maintenance, repair, replacement), total labor costs (wages, benefits, retirement, insurance, workers' compensation), equipment and material usage, and administrative and operational overhead.

Section 3. MOTOR VEHICLE INCIDENTS.

A. Base Response Levels

1. Level	1	–	\$637.00
Hazard assessment and scene stabilization (standard response).			
2. Level	2	–	\$726.00
Includes Level 1 plus hazardous fluid containment and cleanup.			
3. Level	3	(Vehicle Fire) –	\$886.00
Fire suppression, rescue tools, foam application, and cleanup.			

B. Additional Services

1. Extrication	–	\$1,915.00
Applies when specialized rescue equipment is deployed to remove trapped occupants.		
2. Landing	Zone –	\$584.00
Applies when a helicopter landing zone is established or utilized.		

C. Itemized Billing Option
Incidents may be billed per apparatus, personnel, equipment, and materials.

Section 4. HAZARDOUS MATERIALS (HAZMAT).

1. Level	1	(Basic) –	\$1,029.00
Initial response, perimeter control, evacuation, and command.			
2. Level	2	(Intermediate) –	\$3,673.00
Includes Level 1 plus hazmat team deployment, protective suits, breathing air, monitoring equipment, and decontamination.			
3. Level	3	(Advanced) –	\$8,673.00
Includes Level 2 plus robot deployment, recovery and identification of material, disposal and clean up, and up to three (3) hours of on-scene time. Additional on-scene time is billed at \$391.00 per hour per hazmat team.			

Section 5. ILLEGAL FIRES.

Rates identical to standard fire response:

- Engine: \$585.00 per hour
- Truck: \$732.00 per hour

Applicability:

Charges apply when:

- Fires are in violation of burn bans or regulations; or
- Required permits were not obtained.

Liability:

Responsible parties shall be liable for the actual cost of response, including labor, equipment, and associated expenses.

Section 6. WATER INCIDENTS.

1. Level 1 – \$600.00 + \$72.00/hour per responder
Basic response and investigation. Initial response, perimeter control, evacuation, and command.
2. Level 2 – \$1,205.00 + \$72.00/hour per responder
Includes Level 1 plus minor hazardous material cleanup.
3. Level 3 – \$2,984.00 + \$72.00/hour per responder and \$140.00/hour per HAZMAT team member.
Includes Level 2 plus D.A.R.T. activation, specialized rescue teams, decontamination, disposal, and environmental cleanup.
4. Level 4 – Itemized Billing (UCR)

Section 7. BACKCOUNTRY / SPECIAL RESCUE.

Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable. These incidents will be billed and itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used. The minimum charge shall be \$600.00 per response vehicle plus \$72.00 per hour per rescue person.

Section 8. COMMAND / CHIEF RESPONSE.

A. \$367.00 per hour.

Includes incident command, operational oversight, safety management, and administration.

Section 9. ADDITIONAL TIME ON-SCENE (ALL INCIDENTS).

- Engine: \$585.00 per hour
- Truck: \$794.00 per hour
- Command: \$367.00 per hour
- Miscellaneous Equipment: \$440.00 per hour

Section 10. BILLING PROVISIONS.

A. The mitigation rates contained herein are average billing levels for one hour of service and are typical for the incident responses listed. Actual charges may vary based on the duration of the Incident, the personnel and apparatus(es) deployed, and the materials and equipment used.

B. Average mitigation rates shall be determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and be based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (the Fire Department's actual personnel expenses and not just a firefighter's base wage). "Actual personnel expense" includes, but is not limited to, base wages; overtime; premium pays; employer-paid payroll taxes; pension and deferred compensation contributions; health, dental, and vision insurance; workers' compensation; life and disability insurance; paid leave accruals and associated backfill costs; training and certification expenses; uniform and personal protective equipment costs; and administrative overhead directly attributable to personnel.

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE: Relocate Taxiway A - Combine Construction Phase 4 and Phase 6

SUMMARY: City Manager recommending City Council approval to begin a multi-year effort to reconstruct Taxiway A, which serves as a parallel taxiway to Runway 13/31.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo - Relocate Taxiway A Construction Phase 4
2. Staff Memo Relocate Taxiway A - Combine Construction Phase 4 and 6 UPDATED

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Relocate Taxiway A Construction Phase 4

DATE: May 14, 2026

Airport Director Todd Dalsing is recommending City Council approval to concur with the FAA recommendation to combine phase 6 with phase 4 and continue multiyear effort to reconstruct Taxiway A.

Phase 4 includes reconstructing a portion of Taxiway A3, constructing Taxiway B3 and entrance Taxiway A4, and relocating approximately 1,500 LF of mainline Taxiway A. This Phase was approved as part of FY26 CIP.

Phase 5 includes connecting Phase 4 and Phase 2 with connection to GA apron. This Phase was approved as part of FY27 CIP.

Phase 6 provides critical safety and functional purpose separating University of Dubuque training aircraft from commercial and general aviation aircraft operations departing DBQ runway 31. This Phase was planned to be submitted as part of FY28 CIP. As described during April 21 City Council budget presentation, funding for Phase 6 is pending enplanements in calendar year 2026 to be eligible for FAA AIP Program.

On April 22, 2026, DBQ Staff and Airport Engineer FOTH met with FAA Central Region Planner Joshua Peters and Engineer Ryan DaMetz. FAA announced they have identified \$2,000,000 in supplemental discretionary federal funds available and proposed combining Phase 6 with Phase 4. Combining Phase 6 with Phase 4 will be eligible for federal AIP funds at 95% Federal/5% Local.

To combine Phase 4 and Phase 6 into one project per FAA recommendation, Airport will utilize savings identified in FY27 local funds (G.O. Debt/Sales Tax Fund 20%) originally budgeted at 90% Federal/10% Local and retain remaining budgeted amount for Phase 5 pending bids in FY27.

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
Todd Dalsing, Airport Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

Memorandum

To: Mike Van Milligen, City Manager
From: Todd Dalsing, Airport Director
Date: May 7, 2026
Subject: Relocate Taxiway A Construction Phase 4

INTRODUCTION

This project is a multi-year effort to reconstruct Taxiway A, that serves as a parallel taxiway to Runway 13/31.

BACKGROUND

Phase 1 and Phase 2 are complete.

Phase 3 is currently under construction and was approved as part of FY25 CIP.

Phase 4 includes reconstructing a portion of Taxiway A3, constructing Taxiway B3 and entrance Taxiway A4, and relocating approximately 1,500 LF of mainline Taxiway A. This Phase was approved as part of FY26 CIP.

Phase 5 includes connecting Phase 4 and Phase 2 with connection to GA apron. This Phase was approved as part of FY27 CIP.

Phase 6 provides critical safety and functional purpose separating University of Dubuque training aircraft from commercial and general aviation aircraft operations departing DBQ runway 31. This Phase was planned to be submitted as part of FY28 CIP. As described during April 21 City Council budget presentation, funding for Phase 6 is pending enplanements in calendar year 2026 to be eligible for FAA AIP Program.

On April 22, 2026, DBQ Staff and Airport Engineer FOTH met with FAA Central Region Planner Joshua Peters and Engineer Ryan DaMetz. FAA announced they have identified \$2,000,000 in supplemental discretionary federal funds available and proposed combining Phase 6 with Phase 4. Combining Phase 6 with Phase 4 will be eligible for federal AIP funds at 95% Federal/5% Local.

BUDGET IMPACT

Following our telephone discussion on April 22, 2026, scheduled and held meeting with Budget staff on May 5, 2026.

To combine Phase 4 and Phase 6 into one project per FAA recommendation, Airport will utilize savings identified in FY27 local funds (G.O. Debt/Sales Tax Fund 20%) originally budgeted at 90% Federal/10% Local and retain remaining budgeted amount for Phase 5 pending bids in FY27.

Recommendation of bidding Phase 4 and 6 in FY2026 for CY2027 construction, and bidding Phase 5 in FY2027 for CY2028 construction.

SUMMARY

For FY26, the approved budget is:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$1,340,000.00
Construction	\$7,400,000.00
TOTAL	\$8,740,000.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$1,000,000.00
FAA Discretionary Funds	\$7,303,000.00
G.O. Debt (Sales Tax Fund 20%)	\$437,000.00
TOTAL	\$8,740,000.00

For FY26, modifications are:

- Expenditure Items: Increase of \$300,000 in design and engineering and increase of \$1,700,000 in construction for a total increase of \$2,000,000
- Project Financing: Increase of \$2,000,000 in FAA Discretionary Funds

for an updated budget of:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$1,640,000.00
Construction	\$9,100,000.00
TOTAL	\$10,740,000.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$1,000,000.00
FAA Discretionary Funds	\$9,303,000.00
G.O. Debt (Sales Tax Fund 20%)	\$437,000.00
TOTAL	\$10,740,000.00

For FY27, the approved budget is:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$6,819,994.00
Construction	\$1,230,000.00
TOTAL	\$8,049,994.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$1,000,000.00
FAA Discretionary Funds	\$6,244,995.00
G.O. Debt (Sales Tax Fund 20%)	\$804,999.00
TOTAL	\$8,049,994.00

For FY27 budget, modifications are:

- Expenditure Items: Decrease of \$105,263.00 in construction
- Project Financing: Decrease of \$105,263 in G.O. Debt (Sales Tax Fund 20%)

for an updated Project Budget of:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$6,819,994.00
Construction	\$1,124,737.00
TOTAL	\$7,944,731.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$1,000,000.00
FAA Discretionary Funds	\$6,244,995.00
G.O. Debt (Sales Tax Fund 20%)	\$699,736.00
TOTAL	\$7,944,731.00

For FY28, the proposed budget is:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$300,000.00
Construction	\$1,620,000.00
TOTAL	\$1,920,000.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$1,000,000.00
FAA Discretionary Funds	\$728,000.00
G.O. Debt (Sales Tax Fund 20%)	\$192,000.00
TOTAL	\$1,920,000.00

Because FY28 budget is for Phase 6, which is proposed to be combined with Phase 4, the modified budget for FY28 would be:

PROJECT BUDGET	
A. EXPENDITURE ITEMS	
Design & Engineering	\$0.00
Construction	\$0.00
TOTAL	\$0.00
B. PROJECT FINANCING	
FAA Entitlement Funds	\$0.00
FAA Discretionary Funds	\$0.00
G.O. Debt (Sales Tax Fund 20%)	\$0.00
TOTAL	\$0.00

See attached project worksheet for full summary.

RECOMMENDATION

Approve per DBQ Staff and FAA recommendation.

ACTION TO BE TAKEN

Staff respectfully requests approval of utilizing existing local match funds in FY27 for local match required to combine FAA Phase 4 with Phase 6.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	Request for Qualifications - Fire Headquarters Bunkroom Remodel Consultant Selection
SUMMARY:	City Manager recommending City Council approval for the Fire Department to proceed with selection of FEH Design as the consultant for the Fire Headquarters Bunkroom and Bathroom Remodel project and to finalize the necessary professional services agreement and grant authorization to the City Manager to sign the Notice to Proceed.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo RFQ Fire Headquarters Bunkroom Remodel- consultant selection
2. Staff Memo DFD-RFQ Bunkroom remodel proposal selection

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: RFQ Fire Headquarters Bunkroom Remodel- consultant selection

DATE: May 13, 2026

Fire Chief Amy Scheller is recommending City Council approval for the Fire Department to proceed with selection of FEH Design as the consultant for the Fire Headquarters Bunkroom and Bathroom Remodel project and to finalize the necessary professional services agreement and grant authorization to the City Manager to sign the Notice to Proceed.

FEH Design demonstrated strong qualifications, relevant fire station experience, local presence, schedule capability, and the ability to meet the City's project expectations at a reasonable and supportable cost. Approval at this time will allow the project to proceed immediately and maintain momentum toward timely completion of construction documents and subsequent bidding.

The anticipated professional services cost is estimated to be between \$42,094.36 and \$46,303.79. Funding for this project is available within project account 1315000025, which currently has an approximate remaining balance of \$828,645.

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
Amy Scheller, Fire Chief
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: RFQ Fire Headquarters Bunkroom Remodel- consultant selection

DATE: May 2, 2026

INTRODUCTION:

The purpose of this memorandum is to respectfully request approval to proceed with the selection of FEH Design as the consultant for the Fire Headquarters Bunkroom and Bathroom Remodel project following completion of the City's Request for Qualifications (RFQ) process. This project is intended to improve firefighter health, wellness, privacy, and operational readiness through the renovation and modernization of bunkroom and bathroom facilities at Fire Headquarters located at 11 West 9th Street. The project includes converting two open-concept bunkroom areas into up to twelve private sleeping quarters and reconfiguring existing restroom and shower areas into four private unisex bathroom/shower rooms.

DISCUSSION:

The City issued the RFQ for consultant services on February 27, 2026, with proposals due March 25, 2026. The RFQ sought qualified architectural and engineering firms to prepare construction drawings, specifications, bidding documents, cost opinions, and related professional services for the planned remodel. The City received four complete proposals by the submission deadline.

An internal review committee was assembled to evaluate the qualifications and rank the responding firms. The review committee consisted of Amy Scheller, Derek Paulson, Dawn March, Jason Lueken (Fire Captain), Ryan Kieffer (Fire Captain), and Jim Bousley. Following review and scoring of all proposals, the committee ranked the submitting firms based on qualifications, relevant experience, capacity, project team, and overall fit for the project.

In accordance with standard procurement procedures, the City initiated negotiations with the top-ranked proposer on Monday, April 20, 2026, and again on Monday, April 27, 2026. Despite good-faith discussions, the parties were unable to reach agreement regarding proposed project cost and the timeline necessary to complete the work. As a

result, the City formally terminated negotiations with the top-ranked proposer on April 27, 2026, and proceeded to the next highest-ranked qualified firm.

On Friday, May 1, 2026, the City initiated negotiations with FEH Design and was able to successfully reach agreement on both anticipated project costs and an aggressive project timeline. FEH Design is a well-established regional architectural and engineering firm with offices in Dubuque, Des Moines, Sioux City, and Milwaukee. FEH Design has more than 125 years of history and significant municipal and public safety facility experience, including recent work with fire departments in Urbandale, Polk City, Pleasant Hill, and Le Mars. Their qualifications also highlight strong experience in renovations, sleeping quarters, shower facilities, operational phasing, and firefighter-focused design solutions.

Based on the consultant's opinion of probable construction cost, FEH Design estimates that total professional design services will represent approximately 7.9% of the anticipated construction budget, to be converted to a fixed fee once the project reaches the 60% construction document milestone. Due to the aggressive schedule requested by the City, FEH Design has also agreed to begin immediately under a Notice to Proceed utilizing an hourly rate schedule until the fixed-fee conversion point is reached. The anticipated professional services cost is estimated to be between \$42,094.36 and \$46,303.79. Funding for this project is available within project account 1315000025, which currently has an approximate remaining balance of \$828,645.

RECOMMENDATION:

It is respectfully recommended that approval be granted for the Fire Department to proceed with selection of FEH Design as the consultant for the Fire Headquarters Bunkroom and Bathroom Remodel project and to finalize the necessary professional services agreement. FEH Design demonstrated strong qualifications, relevant fire station experience, local presence, schedule capability, and the ability to meet the City's project expectations at a reasonable and supportable cost. Approval at this time will allow the project to proceed immediately and maintain momentum toward timely completion of construction documents and subsequent bidding. We are also requesting city manager signature on the attached notice to proceed with FEH (project cost estimated at \$42,094-\$46,303).

CC
Jenny Larson
Laura Bendorf
Crenna Brumwell
Dawn March
Jason Lueken
Ryan Kieffer
Derek Paulson

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Pending Litigation and Purchase or Sale of Real Estate –
Chapter 21.5(1)(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None