CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
June 1, 2026 at 6:30 PM

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

ROLL CALL ORDER FOR MEETING

Leyendecker, Roussell, Resnick, Sprank, Saver, Wethal, Cavanagh

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. **2026 Employee SPIRIT Awards Recognition**
   Assistant City Manager Cori Burbach will make a presentation on the 2026 City of Dubuque SPIRIT Awards.

PROCLAMATIONS

1. **National Poppy Day (Friday before Memorial Day)**
   On behalf of VFW Post 508 and American Legion Post 6 Auxiliary

2. **Juneteenth National Independence Day (June 19, 2026)**
   On behalf of the Multicultural Family Center.

3. **Women Veterans Recognition Day (June 20, 2026)**
   On behalf of Tri-State Women Warriors

4. **Dornbirn 125th Anniversary Days (June 19-21, 2026)**
   On behalf of the Dubuque Sister City Commission

5. **LGBTQIA+ Pride Month**
   On behalf of Dubuque Pride, Inc. and The Alphabet Soup Collective

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings for May 18; Resilient Community Advisory Commission of April 9; Human Rights Commission of April 14; Historic Preservation Commission of March 19; Long Range Planning Advisory Commission of February 18; Community Development Advisory Commission for April 22; Proof of Publication for City Council Proceedings of April 28 and May 4
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
   Shannon Brenner for Vehicle Damage; Ann Marie Schroeder for Personal Injury; J&R Rental LLC for Property Damage; Austin Bodenhofer 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: Ann Marie Schroeder for Personal Injury; J&R Rentals LLC 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**
   ImOn Communications LLC for Amendment No 18 to Master Co-locations and Shared Services Agreement; Grand River Center / Oak View Group for City Council Goal Setting; Eastern Iowa Asphalt Maintenance, Inc. for Concrete Banding and Crack Sealing Project Public Improvement Contract; Strand

Associates, Inc. for Facility Plan Engineering for Operational Support; Eastern Iowa Excavating & Concrete, LLC for Loras Boulevard Reconstruction and Repairs Public Improvement Contract; Gansen Excavating, Inc. for Loras Blvd & Locust St Storm Sewer Reconstruction Project Public Improvement Contract; Kluesner Construction, Inc. for Maintenance Contract Public Improvement Contract; Ostrom Painting & Sandblasting, Inc. for Pavement Marking Project Contract; Fleege Custom Woodworks LLC for Pool Roofing Projects Public Improvement Contract; Stryker for Preventative Maintenance Contract (41); Stryker for Preventative Maintenance Contract (42); Windstream for Proposed Conduit Facilities Agreement; WK Construction Co., Inc. for Public Works Asphalt Milling Profile Project Public Improvement Contract; RaDD Network Solutions, Inc. for Sole Source for Splice Capsules; River City Paving for Valentine Park Walk Path Public Improvement Contract; Giese Sheet Metal Co., Inc. for Vendor Service Agreement - Eagle Point Water Roof Rehab Award HVAC; 563 Design for Vendor Service Agreement - Five Flags Theater Renovations; College Lawn Service and Snow Removal LLC for Vendor Service Agreement - Lawn Mowing Services; EMS Industrial, Inc. - Energetics & Badger Electric Motor for Vendor Service Agreement - Port Ramp Compressor Repairs; Dubuque Sign Company for Vendor Service Agreement - Sign Replacement/Repairs for Transportation Services; Advantage Sheet Metal, Inc. for Master Services Agreement; Dubuque Fire Equipment for Master Services Agreement; Dubuqueland Door Co. for Master Services Agreement; Gansen Excavating for Master Services Agreement; Germaine Electric for Master Services Agreement; Giese Sheet Metal Co. for Master Services Agreement; Jaeger Plumbing and Pump Inc. for Master Services Agreement; Paulson Electric Company for Master Services Agreement; Top Grade Excavating for Master Services Agreement; Total Maintenance Inc. for Master Services Agreement; Portzen Construction Inc. for Master Services Agreement

Suggested Disposition: Receive and File

6. **New Brownfield Redevelopment Flyer**

   City Manager submitting a new publication highlighting the impact of the EPA Brownfield Redevelopment Program in Dubuque. Dubuque has leveraged $2 million in EPA Brownfields funding into more than $942 million in total reinvestment.

   Suggested Disposition: Receive and File

7. **City of Dubuque Consumer Confidence Water Quality Report 2026**

   City Manager submitting the City of Dubuque Consumer Confidence Water Quality Report 2026. The City of Dubuque drinking water met all state and federal water quality requirements and had no drinking water violations in 2025.

   Suggested Disposition: Receive and File

8. **Eagle Point Water Treatment Plant Boiler Replacement Project - Solicit Consulting Engineering Design Services**

   City Manager recommending City Council authorize the Water Department to release a request for qualifications for design of the Eagle Point Water Treatment

Plant Boiler Replacement Project. Due to the timing of the project, the funding for this project will be subject to the first budget amendment in FY27.
Suggested Disposition: Receive and File; Approve

9. **White Street Cycle Track – Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program Grant Application Approval**
   City Manager recommending City Council adopt the attached resolution and authorize city staff to submit the Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program grant application for the Federal Fiscal Year 2027-2030 funding cycle for the White Street cycle track project.
   RESOLUTION Authorizing the filing of a Grant Application with the Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (Tap) Grant Assist with Funding the White Street Cycle Track Project
   Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 Acceptance**
    City Manager recommending accepting of the Public Improvements and authorizing the payment of $1,018,736.41 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1.
    RESOLUTION Accepting the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 and Authorizing Final Payment to the Contractor
    Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **Kerper Blvd Lift Station Replacement Project Acceptance**
    City Manager recommending accepting the public improvements and to authorize the payment of the final contract amount of $1,809,149.13 to Tschiggfrie Excavating, for the Kerper Boulevard Lift Station Project.
    RESOLUTION Accepting the Kerper Boulevard Lift Station Project and Authorizing Final Payment to the Contractor
    Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **National Register of Historic Places - Expansion of the Old Main Historic District**
    Historic Preservation Commission recommending approval of the Chadwick Block at 249 W 1st Street for inclusion in the National Register of Historic Places, through a district expansion for the Old Main Street National Register Historic.
    Suggested Disposition: Receive and File; Approve

13. **Safe Streets and Roads for All SMART Project Grant Application and Required Local Match**
    City Manager recommending City Council retroactively approving the filing of the application with the Federal Highway Administration and U.S. Department of Transportation for a 2026 Safe Streets and Roads for All (SS4A) Grant, retroactive to May 26, 2026, to assist with funding for the proposed SMART Safety

Technology and Rail Crossing Safety Improvements Project.
RESOLUTION Retroactively Authorizing the Filing of a Grant Application with the Federal Highway Administration (FHWA) and U.S. Department of Transportation (USDOT) for a Safe Streets and Roads for all (SS4A) Grant to assist with funding for the Proposed Smart Safety Technology and Rail Crossing Safety Improvements Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

14. **Irrevocable License Creek Valley Campground**
City Manager recommending approval of an irrevocable license for Creek Valley Campground to encroach on City property and the City Clerk record the irrevocable license in the office of the County Recorder.
Suggested Disposition: Receive and File; Approve

15. **Terminal Street Pumping Station Rehabilitation Project Construction Contract Award**
City Manager recommends awarding the construction conduct for the 2026 Terminal Street Pump Station Rehabilitation project to Tricon General Construction, Inc. in the amount of $552,000.00. which is 30.1% below the engineer's estimate.
RESOLUTION Awarding Contract for the 2026 Terminal Street Pumping Station Rehabilitation Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

16. **MacHom Windows, LLC Lease Agreement Second Amendment**
City Manager recommending approval of the Second Amendment with MacHom Windows, LLC.
RESOLUTION Approving the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC
Suggested Disposition: Receive and File; Adopt Resolution(s)

17. **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. **Municipal Services Center Roof and HVAC Replacement Project**
City Manager recommending City Council authorize the public bidding process and set a public hearing for June 15, 2026, and to preliminarily approve the plans,

specifications, form of contract and estimated cost of $3,600,300.00 for the Municipal Services Center Roof and HVAC Replacement Project.
RRSOLUTION Municipal Services Center Roof and HVAC Replacement 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 15, 2026

2. **ITEM PULLED FROM AGENDA - Water Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program - Phase 2.**
City Manager recommending a public hearing be set for June 15, 2026, for the Issuance of Not to Exceed $50,000 Water Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program - Phase 2.
RESOLUTION to fix a date for a Public Hearing on Proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $50,000
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for June 15, 2026

BOARDS/COMMISSIONS

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

Arts and Cultural Affairs Advisory Commission
Two, 3-Year terms through June 30, 2028 (Vacant Arts Representative term of Ochoa and Expiring Arts Representative term of Donald))
Applicants:
Douglas Donald, 2920 Arbor Oaks Crt. Qualifies for Arts Representative
Gail Chavenelle, 1155 Kelly Ln. Qualifies for Arts Representative

Board of Library Trustees
Two, 3-Year terms through July 1, 2029 (Expiring terms of Bland and Gregory)
Applicants:
Andrew Bland, 1227 Timber Hyrst Crt.
Tasha Rosenbaum, 1205 Adeline St.
Paul Uzel, 61 North Algona St.

Building Code Advisory and Appeals Board
One, 3-Year term through January 1, 2027 (Vacant Commercial Construction Professional term of Beard)

Applicant:
Rod Schumacher, 3552 Eclipse Cir. Qualifies for Commercial Construction Professional

Cable Television Commission
Two, 3-Year terms through July 1, 2029 (Expiring terms of Guerrero and Maloney)
Applicants:
Georgina Guerrero Galvan, 245 Princeton Pl.
Pauline Maloney, 506 Saint George St.

Historic Preservation Commission
One, 3-Year term through July 1, 2029 (Expiring Architect At-Large term of Monk)
One, 3-Year term through July 1, 2029 (Expiring Living within the Langworthy District term of Witthoeft)
One, 3-Year term through July 1, 2027 (Vacant Living within the Old Main District term of Gustafson)
Applicants:
Matthew Kline, 220 West 2nd St. Qualifies for Living within the Old Main District
Christina Monk, 2770 Van Buren Ave. Qualifies for Architect At-Large
Chad Witthoeft, 430 Alpine St. Qualifies for Living within the Langworthy District

Long Range Planning Advisory Commission
One, 3-Year term through July 1, 2029 (Expiring term of Ward)
Applicant:
Mark Ward, 2758 Tiffany Crt.

Park and Recreation Advisory Commission
Two, 3-Year terms through June 30, 2029 (Expiring terms of Axtell and Kennicker)
Applicants:
Ron Axtell, 1895 Norland Dr.
Robin Kennicker, 2929 Elm St.

Zoning Advisory Commission
One, 3-Year term through July 1, 2029 (Expiring term of Christ)
Applicant:
Jake Koch, 1537 Irving St.

PUBLIC HEARINGS

Residents are invited to address the City Council on the following agenda items. Please come to the podium and state your name and address when the item you wish to speak to is being considered.

1. **Voluntary Annexation Request – Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner)**
   Proof of Publication on notice of public hearing to consider approval of a Voluntary

Annexation Request from the Dubuque Metropolitan Area Solid Waste Agency and City Manager recommending approval.
RESOLUTION Approving an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

2. **Request to Rezone 101 Airborne Road by Dubuque Metropolitan Area Solid Waste Agency**
Proof of Publication on notice of public hearing to consider request to property located at 101 Airborne Road from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque 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 Parcels of Land Located Along Airborne Road and U.S. Highway 20 (Pin 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 And 1507101002) from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy to City HIC Heavy Industrial with Conditions Concurrently with Annexation into the City of Dubuque
Suggested Disposition: Receive and File; Motion B; Motion A

3. **Kellhoff Properties, LLC Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street**
Proof of Publication on notice of public hearing to consider vacating Petition with Kellhoff Properties, LLC for the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street and City Manager recommending approval.
RESOLUTION Vacating 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
RESOLUTION Disposing of City Interest 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)

4. **Property Owners Reiss and Blong, Fondell, and Hemesath Petition to Vacate Certain Street Right of Way Easements in Julien Addition**
Proof of Publication on notice of public hearing to consider the vacating petition with property owners Reiss and Blong, Fondell, and Hemesath for certain street right of way easements in Julien Addition and City Manager recommending approval.
RESOLUTION Vacating Certain Street Easements in Julien Addition, City of

Dubuque, Iowa
RESOLUTION Disposing of City Interest in Certain Street Easements in Julien Addition, City of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **North Schmitt Island Collection System Project - Contract #2**
   Proof of Publication on notice of public hearing to consider North Schmitt Island Collection System Project - Contract #2 and City Manager recommending approval.
   RESOLUTION North Schmitt Island Collection System Project – Contract #2, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
   Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Asbury, Carter and Chaney Traffic Signal Improvement Project**
   Proof of Publication on notice of public hearing to consider the Asbury, Carter and Chaney Traffic Signal Improvement Project and City Manager recommending approval.
   RESOLUTION Asbury, Carter & Chaney Traffic Signal Improvement Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
   Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Southwest Arterial / US 52 ITS Corridor Project**
   Proof of Publication on notice of public hearing to consider Southwest Arterial ITS Corridor Project and City Manager recommending approval.
   RESOLUTION Southwest Arterial / US 52 ITS Corridor Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
   Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Private Lead Service Line Replacement Pilot Program - Phase 2**
   Proof of Publication on notice of public hearing to consider private lead service line replacement pilot program - phase 2 and City Manager recommending approval.
   RESOLUTION Giving Final Approval to, and Confirmation of, Plans, Specifications, Form of Contract and Estimate of Cost for the Lead Service Line Replacement - Phase 2 Project
   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. **Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundaries**

   City Manager recommending City Council refer to the recommendation letter from the Historic Preservation Commission indicating that by a vote of 5 to 0, the Historic Preservation Commission recommends to the City Council that the building at 2327 Central Avenue be kept in the Broadway Neighborhood Conservation District and then:

   1. Approve or deny the request; or
   2. Refer the request back to the Commission for modification.

   If the Council decides to proceed with approval of the removal, an ordinance has been provided for consideration.

   ORDINANCE 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 2327 Central Avenue

   Suggested Disposition: Receive and File; Council

2. **Construction of an Off-Street Parking Lot at the Corner of 5th and Locust Street Request**

   City Manager recommending approval to allow construction of a surface parking lot at 500 Locust Street.

   RESOLUTION Allowing for the Construction of an Off-Street Parking Lot at the Corner of 5th and Locust Street in a C-5 Downtown Commercial District in the City of Dubuque, Iowa

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

3. **Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space**

   City Manager modified the recommendation of selection of the preferred concept for the Historic Millwork District Outdoor Community Space to Concept 1, which features upper and lower lawn areas, a central event space, integrated art features, play space, and catenary lighting, creating a flexible and visually engaging park environment.

   Suggested Disposition: Receive and File; Approve

4. **Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request**

   City Manager recommending authorizing the Transportation Services Parking Division to select a vendor from the proposals submitted to the RFP to replace the outdated on-street meters in the downtown area and also, install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

   Suggested Disposition: Receive and File; Approve

5. **Smart Parking & Mobility Management Plan: Mobile LPR System Request**
   City Manager recommending approval to allow Transportation Services Parking Division to select a vendor from the proposals submitted for the Mobile License Plate Recognition Enforcement (Mobile LPR) Request for Proposal (RFP). A final contract will be brought back to City Council for final approval.
   Suggested Disposition: Receive and File; Approve

6. **440 West 3rd Street, LLC Workforce Housing Tax Credit Application Support**
   City Manager recommending City Council approval of support for a Workforce Housing Tax Credit Application to the Iowa Economic Development Department being submitted by 440 W 3rd St, LLC.
   RESOLUTION Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 440 W 3rd St, LLC
   Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Authorization to Submit Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Grant Application**
   City Manager recommending authorization for the Dubuque Fire Department to submit an application to the Federal Emergency Management Agency under the Staffing for Adequate Fire and Emergency Response Grant Program for the hiring of nine additional firefighter/paramedic positions.
   Suggested Disposition: Receive and File; Approve

8. **Areas of Persistent Poverty Study, Master Plan Development, and Implementation Project Consultant Approval**
   City Manager recommending City Council approval of the Steering and Selection Committee's recommendation for the City to negotiate an agreement and execute a contract with Jarrett Walker and Associates for services related to managing the Areas of Persistent Poverty Study, Master Plan Development, and Implementation Project.
   Suggested Disposition: Receive and File; Approve

9. **Bee Branch Trail Project - Phase 3 (12th to 9th Street) Award**
   City Manager recommending award of the public improvement construction contract to Valentine Construction Co., LLC in the amount of $205,741.89, which is 13.1% below the estimate of probable cost, subject to Iowa DOT concurrence and approval of award for the Bee Branch Creek Trail Project – Phase 3 Project.
   RESOLUTION Awarding Public Improvement Contract for the Bee Branch Creek Trail Project – Phase 3 Iowa Dot Tap-U-2100(711)—8I-31
   Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Request to Continue Fire Cost Recovery Ordinance to June 15, 2026 City Council Meeting**
    Assistant City Attorney Jason Lehman respectfully requests that the fire cost recovery ordinance be removed from the June 1st agenda and placed on the

agenda for the June 15th meeting.
Suggested Disposition: Receive and File; Approve

11. **Initiation of Recruitment Process for City Manager**
City Attorney requesting direction regarding the initiation of the recruitment process for the next City Manager for the City of Dubuque.
Suggested Disposition: Receive and File; Council

12. **VIDEO: New Housing Creation - Spring Update**
Communications Office staff will show a brief video providing an update on new housing creation projects throughout the city. The video can also be viewed on the City's YouTube channel at https://youtu.be/dmCB7-Bu4JM
Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

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

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

May 14, 2026

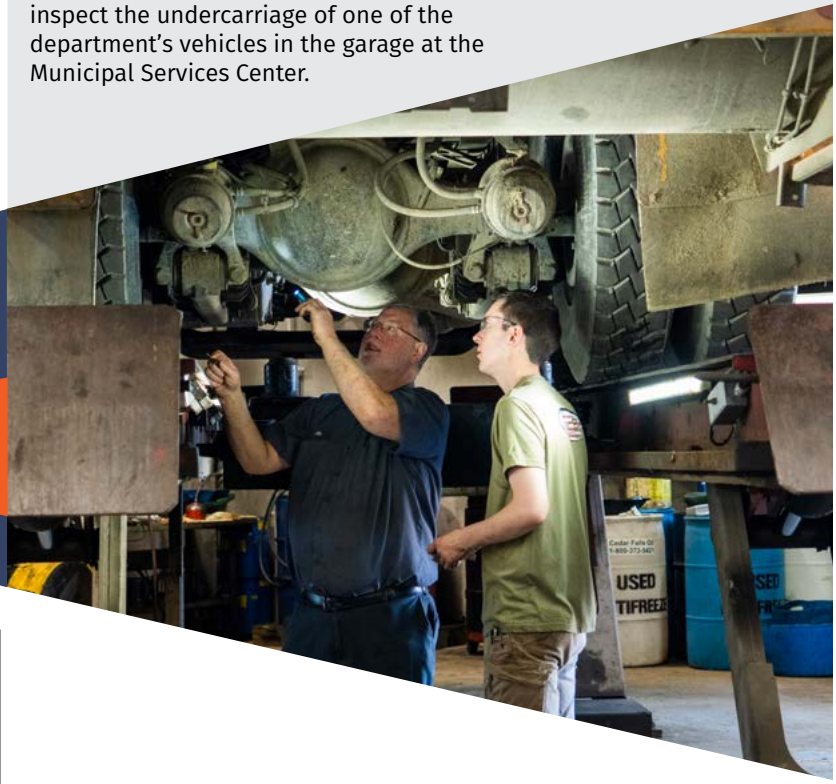
SPIRIT TIMES

VOLUME 49
ISSUE 10

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

FEATURE PHOTO

See...There's Your Problem Right There
Mechanics from the **Public Works Department** inspect the undercarriage of one of the department's vehicles in the garage at the Municipal Services Center.



SPIRIT AWARD WINNERS

The City's SPIRIT Awards annually recognize employees who embody the values of the City's SPIRIT Statement. The winners were recognized at the Employee Appreciation Event last week.

Here are winners, along with an excerpt from their nomination:
Service: The Consider It Done Award - Sarah Berna (Community Impact)
"Last spring when the AmeriCorps grant funding for the summer teen program was cut, Sarah pivoted to new goals, aligned the work with Council priorities, reconnected with partners, and built a plan to serve community organizations and projects. With only $7,000 in donations, 14 teens contributed 840 hours of service, creating more than $25,000 in community impact."

People: The Highest of Fives Award - Connie Simon (Airport) & Joe Bidermann (Parks)
"A passenger survey consistently named Connie as a highlight of the airport experience, praising her kindness, expertise, and extraordinary customer service."
"Joe has outstanding service, patience, and kindness. While my four-year-old and I were at the park, Joe took the time to explain his work and answer an endless stream of questions with genuine enthusiasm."

Integrity: The Constant Contributor Award - Max O'Brien (Public Works)
"Max's move to Public Works as Assistant Public Works Director is a perfect match for his leadership skills. Over the past three years, especially the last year, he has shown what true mentorship, clear communication, and steady leadership look like in high-pressure situations."

Responsibility: The MacGyver Award - Tonner Clewell (Public Works) and Nikki Rosemeyer (IT)
"More than 12 inches of snow over Thanksgiving weekend left Public Works inundated with requests. Staff initially relied on a spreadsheet that left major gaps in communication. Tonner suggested adapting the GIS tool used for leaf rake-outs so staff could enter requests and crews could see them instantly. Nikki quickly created a version of the tool and had it operational with short turnaround, allowing staff to use it the same day."

Innovation: The Big Bang Award - Water & Resource Recovery Center staff
"After a December 2024 explosion, they responded with urgency while embracing creative solutions under pressure. They quickly shifted plant control, restored critical systems, and maintained uninterrupted wastewater treatment to protect public health and environmental safety. Within days, they brought key equipment back online, showing bold decision-making and logistical skill."

Teamwork: The Cloud 9 Collaborator Award - Emergency Communications dispatchers
"The team exemplifies true collaboration, teamwork, innovation, and service. When the opportunity arose to improve call handling and strengthen fire response, they embraced the challenge with a shared commitment to better serving the community."

Circle of Excellence - Hector Hernandez-Gutierrez (IT) & Nate Kieffer (Engineering)
"Hector consistently delivers exceptional customer service, responsiveness, and positivity...embodying the true spirit of service. He approaches every request with patience, respect, and genuine attentiveness, often assisting users directly for faster, more personal solutions."
"Nate brings kindness and a supportive spirit to every interaction, is always willing to help ,and fosters an environment where colleagues feel valued and heard. His dedication, compassion, and consistent follow-through make him not only a pillar of the Engineering Department but also a daily source of positivity for our entire organization."

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June 1, 2026

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: National Poppy Day (Friday before Memorial Day)

SUMMARY: On behalf of VFW Post 508 and American Legion Post 6 Auxiliary

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_06_01 Proclamation_National_Poppy_Day_22_May_2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS National Poppy Day in the United States was Friday, 22 May 2026, held annually on the Friday before Memorial Day to honor fallen military personnel and support living veterans. Americans wore red poppies to symbolize sacrifice, with funds raised supporting veterans and their families, and

WHEREAS The red poppy is a nationally recognized symbol of sacrifice, worn to honor those who served and died for the country in all wars, and

WHEREAS Following World War I, poppies flourished in the battle-scarred soil of Europe, inspiring the poem "In Flanders Fields" and establishing it as a symbol of bloodshed and remembrance, and

WHEREAS Appreciation for Veterans from our community is welcome and deserved, and should be shown to them every day of the year, and

NOW, THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND CITIZENS OF DUBUQUE, DO HEREBY PROCLAIM THAT EVERY FRIDAY BEFORE MEMORIAL DAY, EFFECTIVE WITH MAY 22, 2026, IS DECLARED NATIONAL POPPY DAY IN THE CITY OF DUBUQUE TO HONOR FALLEN VETERANS, AND ENCOURAGE RESIDENTS TO SHOW THEIR SUPPORT BY WEARING A POPPY ON THIS DAY, AND THE ENTIRE MONTH OF MAY, EACH YEAR.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

PROCLAMATIONS # 2.

ITEM TITLE: Juneteenth National Independence Day (June 19, 2026)

SUMMARY: On behalf of the Multicultural Family Center.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_06_01 Juneteenth Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, on June 19th, 1865, more than 2 years after President Lincoln signed the Emancipation Proclamation, enslaved Americans in Galveston, Texas finally received word that they were free from bondage; and

WHEREAS, Juneteenth commemorates this day when those who were formerly enslaved began to build new lives and new traditions that we honor today; and

WHEREAS, Juneteenth is the oldest, nationally celebrated commemoration of the ending of slavery in the United States and commemorates African American achievement, and reminds us of our willingness to learn and emerge from our darkest moments with hope, purpose, and resolve; and

WHEREAS, on this commemoration, we recommit ourselves to the work of equity, equality, and justice and we celebrate more than a century of African American resilience in the City of Dubuque and beyond; and

WHEREAS, on June 17, 2021, President Biden signed the bill making Juneteenth the eleventh American federal holiday and the first to obtain legal observance as a federal holiday since Martin Luther King Jr. Day was designated in 1983; and

WHEREAS, since 2023, the City of Dubuque has recognized Juneteenth as a paid holiday; and

WHEREAS, Dubuque's Multicultural Family Center is hosting a Juneteenth celebration weekend from Friday, June 19th through Sunday, June 21st at the Multicultural Family Center and Jackson Park.

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 19TH OF JUNE, 2026, AS

"JUNETEENTH NATIONAL INDEPENDENCE DAY"

IN THE CITY OF DUBUQUE, IOWA, AND URGE RESIDENTS TO SUPPORT AND ENDORSE THE PRACTICE AND POLICY OF EQUITY AND FREEDOM FOR ALL.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, MMC, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

PROCLAMATIONS # 3.

ITEM TITLE: Women Veterans Recognition Day (June 20, 2026)

SUMMARY: On behalf of Tri-State Women Warriors

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_06_01_Women Veterans Recognition Day

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the residents of Dubuque, Iowa, are steadfast in their commitment to honoring the service and sacrifice of local veterans and service members; and

WHEREAS, "Women Veterans Recognition Day," observed on June 12th, commemorates the anniversary of the Women's Armed Services Integration Act of 1948, which granted women the right to serve as permanent and regular members of the United States Armed Forces; and

WHEREAS, prior to 1948, women played essential roles in every American conflict, often serving without formal recognition or the benefits afforded to their male counterparts; and

WHEREAS, nearly 3 million women have served in every branch of the United States Armed Forces, whose contributions have been—and continue to be—vital to the strength and effectiveness of every branch of the U.S. military; and

WHEREAS, the Tri-State Women Warriors recognizes the sacrifices and strengths of women veterans and current service members and continue to uplift, support, and advocate for the unique needs of women veterans; and

WHEREAS, it is our duty to recognize and honor the sacrifices, leadership, and resilience of women veterans, ensuring their service is acknowledged and valued within our communities.

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 TWELTH OF JUNE 2026 AS

"WOMEN VETERANS RECOGNITION DAY"

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE EVERYONE TO HONOR THE SERVICE, SACRIFICE, AND ENDURING CONTRIBUTIONS OF WOMEN IN THE U.S. MILITARY-PAST AND PRESENT.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

PROCLAMATIONS # 4.

ITEM TITLE: Dornbirn 125th Anniversary Days (June 19-21, 2026)

SUMMARY: On behalf of the Dubuque Sister City Commission

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_06_01 Dornbirn Anniversary Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, Sister Cities International traces its roots to 1956 when President Dwight D. Eisenhower proposed a people-to-people citizen diplomacy initiative that creates global cooperation at the local level while promoting sustainable development, youth involvement, cultural understanding, and humanitarian assistance; and

WHEREAS, the Sister Cities International network represents more than 2,500 communities in 137 countries around the world; and

WHEREAS, the City of Dubuque established an official Sister City relationship with Dornbirn, Austria in October of 2012; and

WHEREAS, many of Dubuque's earliest residents emigrated from Dornbirn, Austria; in the 1880's establishing their homes and businesses in Dubuque; and

WHEREAS, the City of Dornbirn, Austria will celebrate the 125th anniversary of its incorporation from June 19-21, 2026 featuring city walks, history exhibitions, and public festivals.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND THE CITIZENS OF DUBUQUE, DO HEREBY PROCLAIM JUNE 19-21, 20026 AS

"DORNBIRN 125TH ANNIVERSARY DAYS"

IN THE CITY OF DUBUQUE, IOWA AND CONGRATULATE THE CITY OF DORNBIRN ON ITS ANNIVERSARY AND ITS CONTRIBUTION TO THE HISTORY OF THE CITY OF DUBUQUE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of June 2026.

_____
Brad M. Cavanagh

Attest:

_____
Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

PROCLAMATIONS # 5.

ITEM TITLE: LGBTQIA+ Pride Month

SUMMARY: On behalf of Dubuque Pride, Inc. and The Alphabet Soup Collective

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_06_01 Pride Month

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the City of Dubuque is a progressive and inclusive community that celebrates culture and heritage and supports efforts to ensure everyone has the right to live in conditions of dignity, respect, and peace; and

WHEREAS, the City of Dubuque strives to offer our residents a safe community and to put an end to taunting, bullying, and intolerance; and

WHEREAS, the City of Dubuque advocates for the elimination of all forms of discrimination and displays a commitment to the equal treatment of all people. We recognize the need for intersectionality and work toward social justice as we understand there is no true equality until there is equity for all; and

WHEREAS, the City of Dubuque understands the importance for LGBTQ+ people to have access to excellent health care in LGBTQ-affirmative environments, the necessity to have the legal and institutional freedom to pursue their own lives as they wish, and the need to have their liberty and safety affirmed by society; and

WHEREAS, the celebration of Pride Month brings together dedicated and committed community members, allies, volunteers, businesses, and organizations to celebrate diversity, inclusion, and the contributions of LGBTQ+ individuals; and

WHEREAS, this aims to foster community engagement, promote awareness, and advocate for equality through entertainment, education, and celebration with programming that highlights the vibrancy and resilience of the LGBTQ+ community in an environment which is inclusive and welcoming to all; and

WHEREAS, this proclamation sends a positive message of validation to LGBTQ+ residents that the City embraces these individuals and their families as a part of the community.

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

"LGBTQIA+ PRIDE MONTH"

IN THE CITY OF DUBUQUE, IOWA, AND ENCOURAGE THE RESIDENTS OF DUBUQUE TO OBSERVE THIS MONTH WITH PROGRAMS, ACTIVITIES, AND CEREMONIES IN RECOGNITION OF OUR CITY'S DIVERSITY, INCLUDING: THE DUBUQUE PRIDE FESTIVAL ON JUNE 6TH AT THE TOWN CLOCK PLAZA, DOWNTOWN DUBUQUE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings for May 18; Resilient Community Advisory Commission of April 9; Human Rights Commission of April 14; Historic Preservation Commission of March 19; Long Range Planning Advisory Commission of February 18; Community Development Advisory Commission for April 22; Proof of Publication for City Council Proceedings of April 28 and May 4
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 5-18-26 City Council Proceeding 5-18-26s
2. 26-04-09 RCAC Minutes
3. April 14, 2026 OHRC Minutes
4. Minutes HPC 03-19-26 Approved
5. Minutes LRPAC 02-18-2026 APPROVED
6. CD Approved Minutes 4.22.26
7. Proof of Publication - City Council Proceedings 04.28.26
8. Proof of Publication - City Council Proceedings 5-4-26

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on May 18, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members: Leyendecker, Resnick (attending Virtually), 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 work sessions on Spring 2026 iJAG City Life & City Life Alumni Program Presentation and Recommendations and on the Community Foundation Contracted Service Agreement Update.

WORK SESSIONS NO. 1

Spring 2026 iJAG City Life & City Life Alumni Program Presentation and Recommendations: Community Engagement Coordinator Temwa Phiri played a video of individuals who attended these programs. This presentation allowed 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. City Council congratulated high school student JaLiyah Hubbard for being named President of iJAG for the State of Iowa and being the voice of her peers.

WORK SESSIONS NO. 2

Community Foundation of Greater Dubuque Contracted Service Agreement Update: Alex Baum Director of Advocacy, Data and Learning for the Community Foundation of Greater Dubuque presented updates on its programs supported by the FY26 City Contracted Service Agreements: Envision Dubuque and Project HOPE.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 p.m.

/s/Trish 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 18, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker Resnick (attending Virtually) , 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. Assistant City Clerk Trish Gleason announced that under Items to be set for public hearing, number 7. MacHom Windows, LLC, Second Amendment Lease Agreement has been pulled from the agenda.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Planning Services Director Wally Wernimont recognized 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) Accepted by Assistant Public Works Director Max O'Brien and additional Public Works staff on behalf of the Public Works Department.

2. National Mississippi River Day (June 2, 2026) Accepted by Jim Earles and others on behalf of the Shalom Spirituality Center and Franciscan Land Justice Team.

CONSENT ITEMS

Motion by Wethal to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Sprank. Motion passed 7-0 for items 1-14 and 16-22. Item No. 15 Gronen Development, Inc., Mixed-use Building Project at the Corner of West 5th and Main Streets Agreement. Item No. 15 passed 6-0 with Leyendecker abstaining.

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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Donald Boyle for Vehicle 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 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. 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. 180-26 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: 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 Upon motion the documents were received and filed.

6. 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. Upon motion the documents were received and filed.

7. Crescent Community Health Center Letter of Support for application and committing to partnering to ensure data-driven insights lead to action, action leads to access, and access leads to measurable cancer outcomes. Upon motion the documents were received, filed, and approved.

8. 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. Upon motion the documents were received, filed, and approved.

9. Civil Service Commission submitting the certified lists for the positions of EMS Field Supervisor and Deputy Fire Chief. Upon motion the documents were received and filed and made a matter of record.

10. City Council approval to receive FY 2027 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds of $17,000. Upon motion the documents were received, filed, and approved.

11. City Council approve the FY2026 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission. Upon motion the documents were received and filed, and Resolution No. 181-26 Adopting the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2 was adopted.

12. 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. Upon motion the documents were received, filed, and approved.

13. 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. Upon motion the documents were received and filed, and Resolution No. 182-26 Approving Grant Agreement Amendment No. 1 with the U.S. Department of Transportation for the Awarded Raise Infrastructure Planning Grant was adopted.

14. 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. Upon motion the documents were received and filed, and Resolution No. 183-26 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 was adopted.

15. 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. Upon motion the documents were received and filed, and Resolution No. 184-26 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 was adopted.

16. 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. Upon motion the documents were received and filed, and Resolution No. 185-26 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 was adopted.

17. City Manager providing information for the enrollment of the Dodds and Sinclair Sites in Iowa Department of Natural Resources Land Recycling Program. Upon motion the documents were received and filed.

18. 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. Upon motion the documents were received and filed, and Resolution No. 186-26 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts., LLC and Resolution No. 187-26 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By 1301 Central, LLC and Resolution No. 188-26 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 were adopted.

19. City Council accepting 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. Upon motion the documents were received and filed, and Resolution No. 189-26 Accepting the Deed to Certain Real Estate in Dubuque County, Iowa, from the Stephen J. Butt Trust and the Patricia J. Schroeder Trust was adopted.

20. 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. Upon motion the documents were received and filed, and Resolution No. 190-26 Authorizing Approval of the Final Plat of Sky Blue Estates #3 in the City of Dubuque, Iowa was adopted.

21. City Council approval of retail alcohol licenses as submitted. Upon motion the documents were received and filed, and Resolution No. 191-26 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.

22. City Council approval of the retail tobacco permit and device retailer permits as submitted. Upon motion the documents were received and filed, and Resolution No. 192-26 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.

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. 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. Upon motion the documents were received and filed, and Resolution No. 193-26 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 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.

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. Upon motion the documents were received and filed, and Resolution No. 194-26 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 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.

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. Upon motion the documents were received and filed, and Resolution No. 195-26 Intent to Vacate and Dispose of City Interest in Certain Street Easements in Julien Addition, 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.

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 . Upon motion the documents were received and filed, and Resolution No. 196-26 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 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.

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. Upon motion the documents were received and filed, and Resolution No. 197-26 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 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. 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. Upon motion the documents were received and filed, and Resolution No. 198-26 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 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.

7. MacHom Windows, LLC, Second Amendment Lease Agreement: Item pulled from the agenda

PUBLIC HEARINGS

1. Request to Rezone 1836 Washington Street: Motion by Sprank to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont made a presentation. Motion carried 7-0.

Motion by Sprank for final consideration and passage of Ordinance No. 21 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. Seconded by Wethal. Motion carried 7-0.

2. Unified Development Code Text Amendment for Community Gardens by Listing Community Gardens as a Permitted Use in all Office, Commercial, and Industrial Zoning Districts and Zoning Advisory Commission recommending approval: 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. Hillary Dalton, 1629 Washington Street spoke in favor of continuing community gardens and the benefits they provide.

Motion by Roussell for final consideration and passage of Ordinance No. 22-26 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. Seconded by Wethal. Motion carried 7-0.

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: Motion by Roussell to receive and file the documents and adopt Resolution No. 200-26 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. Economic Development Director Jill Connors addressed questions from Council. Seconded by Wethal. Motion carried 7-0.

4. Fiscal Year 2026 Second Budget Amendment: Motion by Wethal to receive and file the documents and adopt Resolution No. 201-26 Amending the Current Budget for Fiscal Year Ending June 2026 (as last certified or amended on 10/20/2025). Chief Financial Officer Jennifer Larson and Budget Manager Laura Bendorf (Virtually) addressed questions from Council. Seconded by Roussell. Motion carried 7-0.

5. Bee Branch Trail Project - Phase 3 (12th to 9th Street) Iowa DOT Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 202-26 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. City Engineer Gus Psihoyos addressed questions from Council. Seconded by Wethal. Motion carried 7-0.

6. Greyhound Park Road Water Main Loop Project - Conduct Public Hearing and Approve Bidding Documents: Motion by Roussell to receive and file the documents and adopt Resolution No. 203-26 Greyhound Park Road Water Main Loop Project Approval

of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Dale Leslein, 17345 Asbury Rd. with the Dubuque ATV/UTV Alliance spoke regarding the need for a variance to a half-mile section of Asbury Rd. from Seippel Rd. to approximately Briarwood Dr. within the city limits of Dubuque, thus allowing the City of Asbury to pass an ATV ordinance for the City of Asbury.

Kevin Hennings, 2100 Macina Crt. Spoke in support of the variance needed to allow the City of Asbury to pass an ATV ordinance.

ACTION ITEMS

Assistant City Clerk announced that Council Member Resnick was no longer in attendance.

1. City Manager Recommendation to Appoint Assistant Chief of Police Joe Messerich as the Next City of Dubuque Chief of Police: Motion by Roussell to receive and file the documents and approve. 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. Seconded by Wethal. Motion carried 6-0.

2. Loras Boulevard & Locust Street Storm Sewer Reconstruction Project Award Public Improvement Contract 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: Motion by Sprank to receive and file the documents and adopt Resolution No. 204-26 Awarding Public Improvement Contract for the Loras Boulevard & Locust Street Storm Sewer Reconstruction Project. Seconded by Roussell. Motion carried 6-0.

3. Loras Boulevard Reconstruction and Repairs Project Award Public Improvement Contract be awarded 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: Motion by Roussell to receive and file the documents and adopt Resolution No. 205-26 Awarding Public Improvement Contract for the Loras Boulevard Reconstruction and Repairs Project. Seconded by Wethal. Assistant Public Works Director Max O’Brien addressed questions from the Council. Motion carried 6-0.

4. 2026 Public Works Asphalt Milling Profile Project Award Public Improvement Contract 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: Motion by Sprank to receive and file the documents and adopt Resolution No. 206-26

Awarding Public Improvement Contract for the 2026 Public Works Asphalt Milling Profile Project. Seconded by Wethal. Motion carried 6-0.

5. Ordinance Establishing Minimum Sanitary Sewer Charge for FY27: 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. Deron Muehring addressed questions from Council. Seconded by Wethal. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 23-26 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. Seconded by Wethal. Motion carried 6-0.

6. Fire Cost Recovery Billing Ordinance: Motion by Wethal to receive and file the documents and to bring back to Council with additional information. Fire Chief Amy Scheller addressed questions from Council. Seconded by Sprank. Motion carried 6-0.

7. Relocate Taxiway A - Combine Construction Phase 4 and Phase 6 which serves as a parallel taxiway to Runway 13/31: Motion by Roussell to receive and file the documents and approve. Airport Director addressed questions from Council. Seconded by Wethal. Motion carried 6-0.

8. Request for Qualifications - Fire Headquarters Bunkroom Remodel Consultant 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. Selection: Motion by Wethal to receive and file the documents and approve. Fire Chief Amy Scheller addressed questions from Council. Seconded by Roussell. Motion carried 5-0 with Leyendecker abstaining.

COUNCIL MEMBER REPORTS

Council Member Roussell spoke regarding attending the kickoff and the wrap up with the Fire Department accreditation team; attended the Employee Recognition breakfast; meeting with Dubuque Forward, Friends of Dubuque Parks, Dubuque Main Street; church mission team and planted a few trees.

Council Member Wethal spoke regarding attending the Employee Recognition breakfast; Indigenous Heritage Celebration at the MFC; toured Dubuque Metropolitan Area Solid Waste Agency with State legislative delegates;

Council Member Leyendecker spoke regarding attending a cookout for the Boys and Girls Club; participated in the announcement at the Field of Dreams, attended a meeting with Dubuque Forward.

Council Member Sprank spoke regarding attending two neighborhood association meetings; Employee Recognition breakfast; Safe Zone training in conjunction with the cities ERP groups.

Mayor Cavanagh spoke regarding attending the Employee Recognition breakfast; Travel Dubuque breakfast; Greater Dubuque Development Corporation Workforce Solutions Breakfast; Indigenous Heritage Celebration at the MFC; the announcement at the Field of Dreams, Hills and Dales mural painting event. The Mayor congratulated graduates of all ages.

CLOSED SESSION

Motion by Wethal to convene in closed session at 8:43 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(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 6-0.

The City Council reconvened in open session at 10:49 p.m. stating that staff had been given proper direction.

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 - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 04/09/2026

TIME: 5:00 pm

LOCATION: Jule Operations and Training Center (JOTC) Circle Conference Room, 949 Kerper Blvd.

MEMBERS PRESENT: Nolan Bielinski, Lalith Jayawickrama, Robin Kennicker, Dave McDermott, Rachel Boeke

MEMBERS ABSENT: N/A
STAFF PRESENT: Michelle Kim and Green Iowa AmeriCorps members, Lizzie Sulla and Zoe Heiar

Robin Kennicker called the meeting to order at 5:05pm

Lucas Delaney notified us that he will not be in attendance, so there is a change to the agenda. He will take his oath at the next meeting.

TEST AGENDA

Oath of Office - Lucas Delaney
Lucas was unable to make this meeting, so we will push this until next time.

MINUTES APPROVAL:
McDermott motions to approve, Bielinski seconds

- Vote:
- 5 – yes; 0 – No; 0– Abstain
- Motion

carries

PUBLIC COMMENT:

- NA

New Business:

a) Introductions and Welcome (Lucas requested time to hear about and from each commissioner, which is probably a good idea to do always!) CANCELLED and pushed to next meeting agenda
b) Sustainable Dubuque Recommendation
    a) Arboretum, Resurrection, DCSD, Rendezvous, Hills and Dales, Liberty Recovery, ReEvolution Farms are the recommended awardees
    b) Total spent $14,625 – all of what we wanted to spend
    c) Commission suggests having grantees come in to present to RCAC, guidelines/rubric will be updated soon and can include this
    d) Rachel moves to approve, Nolan seconds, unanimous yes
c) Budget Recommendations
    a) Improvement packages – extend climate action coordinator 1 year, energy savers 2.0, elimination of conference
    b) Capital improvement projects – Municipal Energy Reinvestment Fund, Municipal Solar Project for MFC and Library
    c) Bielinski motions to write a letter in support of budget recommendations – highlighting Climate Action Coordinator Position Support. Schmidt Boeke seconds, unanimous vote. Rachel will take the lead and write the letter
    d) High level accomplishments of the office in FY26 highlighted, along with other work plan items that were completed

Old Business:

- Data Centers – next steps
    - Past idea: Letter needs drafting; cooperation with County and Alliant; letter should express concerns; work with GDDC, Alliant, County and City, Economic Development – a collaborative approach
    - Kennicker asked commission to do some research before the next meeting and put together notes to write letter at next meeting

Commissioner Reports: How Did I Show Up?

a) Rachel – Question: Are we returning to farmland leases?
    - Yes, it is pushed to next meeting bc we needed to talk about the budget recommendations
b) Nolan –Visited the Galapagos Islands for a class trip, and learned a lot about local sustainability, both economically and environmentally
c) Robyn – Ragbrai needs volunteers – sign up online. International film festival next week

Important Dates

- Next meeting 05/07/2026

Staff updates

- Zoe – Sustainability Sips: Dimensional, every 4th Thursday, 6:30-8:00, Michelle can send poster

Next meeting date: The next commission meeting will occur on Thursday, April 2nd, 2026 at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd

ADJOURNMENT: The Commission adjourned at 6:44 pm

Minutes approved by: _____

Robin Kennicker, Commission Chair

Prepared by: _____

Michelle Kim, Climate Action Coordinator

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

HUMAN RIGHTS COMMISSION MEETING MINUTES
April 14, 2026

DATE: Tuesday, April 14, 2026
TIME: 4:30 PM
LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

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

Commissioners Present: Michaela Freiburger, Traci Phillipson, David Heiar, Rick Baumhover, Erin Beatty, Courtney Engevold, Nikki Nutter

Commissioners Excused:

Commissioners Absent: Juan Montgomery, DeLano Cain Watson

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

Approval of Meeting Minutes

Motion to approve the minutes as submitted from the March 10, 2026, meeting. Motioned by Freiburger, seconded by Beatty, all in favor.

Public Input

One member of the public, Dubuque County Auditor Keith Lucy, was in attendance.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
  - March amount: 2
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
  - March amount: 18
- Incidents in mediation – complaints currently in mediation
  - March amount: 0
- Incidents in full hearing – complaints in full hearing process
  - March amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
  - March amount: 14
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
  - March amount: 0

- Total inquiries and complaints FY26 – signed complaints filed in FY26
    - March amount: 110

Director's Report

Jannette reported that new flyers on Civil Rights Housing Discrimination have been completed. Work will continue on specific flyers for employment rights, and the other protected classes, as well as translated flyers.

Jannette offered commissioners the opportunity to attend Fair Housing Tester training offered by Legal Aid. The training will take place on Wednesday, April 22 at 6 PM at Convivium.

Jannette reported that they held a mediation the day before and they had reached a successful outcome and a settlement for the complainant.

Jannette reported that she had a Human Rights table at the Easter Egg Hunt at the MFC earlier in the month and had attended the Celebrate Africa event.

Lehman reported that there is no news on the hiring of a new Human Rights Director.

Chairperson's Report

Heiar and Baumhover participated in interviews for the new Human Rights Director position recently. There were two applicants they interviewed.

There was a recent article in the newspaper regarding License plate readers and the impact they may have on ICE using them for immigrants and the potential misuse. Lehman provided clarification on what was allowed under police policy and law. The Building Bridges subcommittee will meet next week and Heiar will report on Lehman's comments.

Old Business:

Discussion on changing the day/time of commission meetings: each commissioner present commented their either Monday or Tuesday would work for them. However, changing the meeting to 4:00 would be difficult for some of the commissioners. Nutter motioned to move the meetings to the second Monday of the month, Phillipson seconded, all in favor, motion passed.

New Business:

OHR Department and Commission goal setting discussion: Heiar requested that all commission members review the organization contact list for organizations they may already be affiliated with. Jannette reported that commission goals are due by the middle of May. Commission goal setting will take place at the May commission meeting. Commissioners were asked to bring their ideas or share ahead of time goals that could be included.

Review Human Rights Commission Handbook: This item was tabled. It will be put on the agenda for May's commission meeting.

Upcoming Outreach Events

Dubuque Fest will take place August 8 and 9. The commission discussed whether to have an outreach booth there and it was decided that we should. Jannette to reach out to reserve a spot.

Dubuque Pride will be held June 6. The Office of Human Rights will be sharing a table with Volunteer DBQ this year because of spacing issues at the event.

Upcoming Cultural Events

The MFC will be hosting an Indigenous Heritage Celebration on May 16 from 10am – 2 pm.

Reflections and Updates

Freiburger reported on the most recent Cracker Barrel session and what bills made it into the funnel.

Beatty reported on the recent progress of the appeal of the SF496 bill regarding banned books in schools. The appeal was denied and the bill stays in effect.

Adjournment:

Motion to adjourn by Freiburger, seconded by Baumhover. All in favor. The meeting ended at 5:35 p.m.

The next regularly scheduled meeting is scheduled for Monday, May 11, 2026, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: _____

Minutes approved as corrected: _____

Approved

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, March 19, 2026
City Council Chambers, Historic Federal Building

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

Commissioners Excused: Tim Gau

Commissioners Unexcused: none

Staff Members Present: Chris Happ Olson

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

MINUTES: Motion by Monk, seconded by Pettitt, to approve the minutes of February 19, 2026 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

ACTION ITEMS:

DESIGN REVIEW
Applicant: Bruce Timmerman/Zephyr Aluminum
Owner: Gabriel Bonn
Address: 1175-1193 Highland Place
Project: Replacement of one window
District: West 11th Street Historic District

Staff Member Happ Olson presented the staff report explaining that this project is very similar to one seen on the other half of this duplex last year, except that it is less visible from the public right of way. The two duplex halves are owned by the same owner and the applicant is the same. She referred to imagery in the staff report and the enclosed previous staff report and notice of decision in the packet as a reference. The applicant requests removing a wood window with replacement with the same size, shape, and style with a new fiber composite window. She referred to the analysis and asked for questions.

Bruce Timmerman, applicant with Zephyr Aluminum, approached the podium and provided the Commission with samples of the window sections for reference. Commissioner Monk asked if this window would have the same profile as the last window they reviewed. The applicant said there is only one option, and yes they are the same.

Commissioner Schwendinger stated that the preference for historic properties is to retain the original windows when possible. The applicant said he wasn't sure of the condition, as his sales representative made the house call. Chairperson Esser asked if they provide repair services. The applicant said no, only new windows. He stated that if a customer says they want wood windows, they refer them to Dubuque Window and Door.

Motion by Doyle, seconded by Witthoeft, to approve the application as submitted. Motion carried by the following vote: Aye Janice Esser, Bill Doyle, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft; Nay – Adam Schwendinger.

SECTION 106 COMMENT REQUEST

Applicant: Eocene for AT&T
Owner: Midwest One Tower
Address: 895 Main Street
Project: New equipment proposed at tower
District: Located in Downtown Neighborhood Conservation District

Staff Member Happ Olson opened the action item with an explanation of the Section 106 process, and how this request is not for approval or denial, but an opportunity for the applicant to gather comment from an interested body, the Commission. Happ Olson felt that the impact to the resource, the surrounding historic districts and downtown and hill neighborhoods was significant enough to warrant the Commission's comment and therefore had asked that the Commission be a consulting party.

Happ Olson presented the staff report, referring to the imagery, historic research, proposal and past imagery of the structure, when other cellular arrays had been installed. The new project proposes changes to the weather beacon as well as the roofline of the tower.

Commissioner Doyle stated first that he felt in addition to the tower building being significant, he felt the weather beacon had also gained significance on its own. Commissioner Schwendinger referred to the Midwest One website where it documents the weather beacon's original installation in November of 1962, recognizing that it had passed the 50 year threshold for evaluation for significance by the National Park Service standards.

Commissioners discussed whether the beacon is in working condition, and also wanted to ensure that no project would impede whether the beacon can continue to work in the future.

Commissioner Monk as the Commission's architect representative referred to the technical drawings showing the changed to the new corner antennas on the beacon and how it will project from the current footprint, creating a new shape and shadow/view blocking from the proposal. Multiple commissioners expressed the desire to see three-dimensional renderings of the beacon, and how that would be helpful to evaluate the proposal. A strong concern for the aesthetic change to the beacon was voiced. Although there are existing antennas on the corners of the beacon, they are more flush with the lighted face. These new shrouded, projecting, larger antennas will create a new massing, shape and subsequent shadows. Based on the plan drawings of the beacon, it was determined that each new antenna and shroud will have an approximate footprint of four times the size of the existing antennas and shrouds.

The Commission moved to discussion about the cellular array on the sled-structure proposed on top of the elevator shaft. Concern was raised about the prominence of this new intrusion on the highest part of the roof, visible from almost anywhere in the downtown or bluff neighborhoods. Schwendinger noted that there appeared to be adequate space on the northwest quadrant of the main roof to house the sled system for holding the new array, and that would be somewhat less prominent than the current proposal. There was discussion that for about the last decade there has been no array on the roof. The new proposal, in comparison with the 2013 array shown in the staff report, appears to be less transparent and more solid overall, which is unfortunate.

Doyle noted that it would be preferable to have the array located farther away from the edge of the roof. There were discussions of other arrays in Dubuque, such as at the Roshek and Julien Hotel buildings, where there is a much larger roof, being able to set arrays back from the edge. This proposal is unfortunate because the roofline is the tallest building roofline in the area, outside of a steeple like on old St. Mary's Church. Also, with the very small footprint and focus on the weather beacon, it's very prominent.

Motion by Monk, seconded by Doyle, for staff to draft a comment letter, to be reviewed and signed by the Chairperson, to the State Historic Preservation Office and the agency (represented by Eocene) reflecting the comments that were presented at the meeting, and that the City continue to be a consulting party on the project. Motion carried by the following vote: Aye Janice Esser, Bill Doyle, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

ITEMS FROM PUBLIC: none.

ITEMS FROM COMMISSION: none.

ITEMS FROM STAFF:

1. Awards Planning Update

   Event Details: Tuesday May 19, 5:30-7:30 pm, Carnegie Stout Library
   Ken Kringle Historic Preservation Awards
   - Ham House, 2241 Lincoln Ave.
   - Holy Ghost School apartments, 2901 Central Ave.
   - Jacob Rich House, 890 W 3rd St.
   - First Roshek Store, 799 Main St.
   - 346-348 W. Locust St.
   - 1706 Central Ave.

   Duane Hagerty Award for Preservation Excellence
   - Randy Lyon/Encyclopedia Dubuque

   Potential Roles for Commissioners:
   - Informing awardees of upcoming awards
   - Presenting at the Awards
     - Pettitt, Monk (Encyclopedia Dubuque), Witthoeft and Schwendinger (Ham House) expressed interest. Doyle expressed interest in presenting 1706 Central, however, he said he'll need to check his availability.
   - Attending the event (same as above, with Esser noting she will be out of town)

2. Trainings
   Preserve Iowa Summit: Put on by the State Historic Preservation Office in partnership with the City of Ankeny, the summit will take place in Ankeny on June 2 & 3 at the FFA Enrichment Center. We will be able to take two Commissioners with us for this training and pay for their related expenses – please consider attending.

   2026 NAPC Forum: *see next page for more information on the upcoming Minneapolis MN training, put on by the National Alliance of Preservation Commissions.*

   No commissioners committed to attending, however Doyle said he would check with his employer for the PI Summit, while Pettitt is considering attending the NAPC Forum.

3. UDC Update - Staff Member Happ Olson postponed the Unified Development Code update as she noted that staff are still working through other non-historic preservation sections of the zoning code.

4. Reminder: The regularly held April 16, 2026 Meeting will be held in a different location, at the Jule Operations and Training Center at 949 Kerper Blvd. Free parking available on-site.

ADJOURNMENT: Motion by Doyle, seconded by Monk to adjourn the March 19, 2026 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Christina Monk, Heidi Pettitt, Chad Witthoeft and Adam Schwendinger; Nay – none.

The meeting adjourned at 6:45 p.m.

Respectfully submitted,

Chris Happ Olson, Assistant Planner

May 19, 2026
Adopted

Approved

MINUTES
CITY OF DUBUQUE LONG RANGE PLANNING ADVISORY COMMISSION
REGULAR SESSION
5:30 p.m.
Wednesday, February 18, 2026
City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Beth McGrath, Vice Chairperson Aaron Miller; Commissioners Rebecca Bruce, Julietta Scott, and Mark Ward.

Commissioners Excused: Michael Rabagia

Commissioners Unexcused: None.

Staff Members Present: Jason Duba.

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

OATH OF OFFICE: Rebecca Bruce took her Oath of Office. She introduced herself to the other members, and they introduced themselves to her.

MINUTES: Motion by Scott, seconded by Miller, to approve the minutes of the December 17, 2025 Long Range Planning Advisory Commission meeting as submitted. Motion carried by the following vote: Aye – Miller, Scott, Ward, and McGrath; Nay – None; Abstain – Bruce.

ACTION ITEM: None.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: Miller mentioned the new shuttle bus service from the Dubuque airport to the Cedar Rapids airport as a positive development following the cancellation of air service to Dubuque.

ITEMS FROM STAFF:

Imagine Dubuque update

Duba and the commissioners discussed selected items in the most recent quarterly update to recommendations of the Imagine Dubuque Comprehensive Plan.

They reviewed the “At Risk” item related to small business development and entrepreneurial cultivation. It was noted that the funding for the small business grant has been used up. It did mention the Neighborhood Evolution classes for small developers, which Scott said she is participating in and has found useful.

Economic Prosperity: Housing, 1.2.3: Inclusive Dubuque and Envision 2030. Duba discussed the Envision 2030 effort, and they reviewed the 10 projects selected, noting that volunteer groups have formed to work on them. He pointed out that several of them are related to Imagine Dubuque recommendations and City Council Goals & priorities.

The new Housing Trust Fund coordinated by the Community Foundation was mentioned, leading to a review of the handouts covering housing development, property taxes, and TIF. The commissioners were aware that the state government is considering proposals that could affect property taxes and TIF.

Sustainable Environment: Eco-Education + Participatory Conservation, 2.5.3 Zero Waste Policy. Duba discussed that while there have been waste minimization efforts, there has not been a push for a Zero Waste policy, so this recommendation was set to Off Track. Miller asked if Zero Waste was even possible, and Duba said he would look into that question.

Social + Cultural Vibrancy: Food, 3.1.4: Food programming. Duba shared about several programs hosted at the Multicultural Family Center, including food pantry events, a Columbian cooking class, an African American cooking class, and a Wellness Workshop.

Livable Neighborhoods + Housing: Housing, 4.2.2: Housing study. Duba mentioned the housing needs assessment conducted by ECIA. He discussed the categories of data included in the analysis. He shared that the two scenarios estimate that the county will need between 1,937 and 2,560 new housing units between 2026 and 2035.

Community Facilities: Public Safety, 5.2.2: New 911 Center is operational. Duba stated that Emergency Communications Department moved into their new facility on Chavenelle Road in November, marking the completion of a long-term project that is a significant upgrade.

Transportation + Mobility: Public Transportation, 6.2.1: Areas of Persistent Poverty transit service study. Duba noted that the RFP has gone out, proposals were received, and the selection committee will choose a consultant soon. Then that consultant will study how the transit system meets the needs of residents in low income areas of Dubuque with the goal of improving service.

Land Use: Multi-family, 7.2.1: New multi-family development. Duba referred to the housing handout showing all the housing projects of various types and phases in the development process. He noted that a goal of the Unified Development Code update is to make it easier to develop affordable housing.

Unified Development Code update

This led into a discussion of the UDC update. Duba explained that the Planning Services Department is reviewing a draft of the UDC. He noted that it is a rather slow process, so things are taking a little longer than they hoped, but they are doing a careful review.

ADJOURNMENT: Motion by Scott, seconded by Miller, to adjourn the February 18, 2026 Long Range Planning Advisory Commission meeting. Motion carried by the following vote: Aye – Bruce, Miller, Rabagia, Scott, Ward, and McGrath; Nay – None.

The meeting adjourned at 6:22.

Respectfully submitted,

Jason Duba, Assistant Planner

May 20, 2026
Adopted

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

DATE: Wednesday, April 22, 2026
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 315; Dubuque, IA 52001

Vice Chairperson Gabriel Mozena called the meeting to order at 5:29 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Talma Brown, Dale Campbell, Renee Kehoe, and Gabriel Mozena

Commissioners Absent: Dean Boles (excused absence) and Michelle Hinke (excused absence)

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Public Present: Karla Escobar, Program Coordinator and Nicole Lytle, Program Coordinator from City of Dubuque Housing and Community Development

Certification of Minutes – March 18, 2026
Commissioner Kehoe motioned to approve the Minutes for the March 18, 2026, Community Development Advisory Commission Meeting. Commissioner Brown seconded. Motion carried 4-0.

Certification of Minutes – March 24, 2026
Commissioner Mozena motioned to approve the Minutes for the March 24, 2026, Community Development Advisory Commission Meeting. Commissioner Brown seconded. Motion carried 4-0.

Correspondence/Public Input
There was no public input.

Reports
a) Community Development Staff
Karla Escobar, Program Coordinator from the City of Dubuque Housing and Community Development Department shared the following report from the Lead and Healthy Homes Program on an upcoming project. Escobar stated there is $300,000 in CDBG match funding to support the Lead and Healthy Homes Program. Lead funding is being used for the lead hazard control portion of the work, while CDBG funding is helping cover the eligible rehabilitation costs.

Nicole Lytle, Program Coordinator from the City of Dubuque Housing and Community Development Department shared information from the Healthy Homes Program. Lytle shared $200,000 is CDBG match funding to complete full roof replacement.

Old Business
a. Application Process
Corken-Deutsch shared a memo update on the CDBG Revolving Application Fund process, explaining direct solicitation, key differences between CDBG and Purchase of Service applications, and operational guidelines. Commissioner Mozena asked how direct solicitation works and what happens if the committee does not recommend an applicant. Corken-Deutsch explained that committee recommendations go to the City Council for final approval. Commissioner Mozena also asked how this relates to the City's financials and whether the committee can see quarterly the revolving application funds. Corken-Deutsch expressed willingness to meet with community partners, and there was interest from Commission in receiving quarterly information about revolving application funds and timeline to expend.

Motion by Commissioner Mozena to have quarterly reports regarding revolving application funds and timeline to expend it. Commissioner Kehoe seconded. Motion carried 4-0.

a) **Public Hearing for FY2026 Annual Action Plan Amendment 2**

Corken-Deutsch provided a memo regarding Amendment #2 to the FY26 CDBG Annual Action Plan reallocates increased program income to strengthen administration, support zoning and housing enforcement, add rental rehabilitation as an eligible activity, and continue funding for Crescent Community Health Center's mobile dental and imaging project.

Motion by Commissioner Kehoe to open the public hearing for FY2026 Annual Action Plan Amendment 2. Seconded by Commissioner Brown. Motion carried 4-0.

Motion by Commissioner Brown to close the public hearing for FY2026 Annual Action Plan Amendment 2. Seconded by Commissioner Kehoe. Motion carried 4-0.

Motion by Commissioner Kehoe to approve the FY2026 Annual Action Plan Amendment 2. Seconded by Commissioner Mozena. Motion carried 4-0.

b) **Set Public Hearing for FY26 Amended Citizen Participation Plan**

Corken-Deutsch provided a memo requesting that the Community Development Advisory Commission set a public hearing on June 24, 2026, at 5:30 p.m. for the FY26 Amended Citizen Participation Plan.

Motion by Commissioner Brown to set the public hearing for FY26 Amended Citizen Participation Plan for June 24, 2026, at 5:30 p.m., and authorize staff to publish public notice of public hearing and public comment period for 30 days from April 29th – June 1st. Seconded by Commissioner Kehoe. Motion carried 4-0.

Reports

a. **Housing Commission**

The meeting minutes were included in the packet for reference.

b. **Resilient Community Advisory Commission**

No meeting minutes were available.

c. **Equity and Human Rights Commission**

The meeting minutes were included in the packet for reference.

Information Sharing

a)Review FY27 Purchase of Services Timeline

Corken-Deutsch shared a memo with the FY27 Purchase of Service timeline. Commissioner Mozena asked about Neighborhood associations. Corken-Deutsch stated they can use a 501(c)(3) umbrella to access Purchase of Services funding.

Adjournment

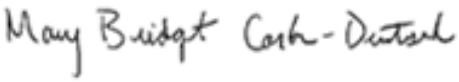
There being no further business to come before the Commission, Commissioner Kehoe moved to adjourn the meeting. Commissioner Brown seconded. Motion passed by voice vote. Meeting adjourned at 6:26 p.m.

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

Minutes taken by:

Stacey Weeber
Community Development Loan Coordinator

Respectfully Submitted:



Mary Bridget Corken-Deutsch
Community Development Specialist

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:

05/01/2026

and for which the charge is 95.78

Kathy Goetzinger

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

this 1st day of May, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 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
1t 5/1

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:

05/08/2026

and for which the charge is 370.84

Kathy Goetzinger

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

this 8th day of May, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 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 Dubuques 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 OBrian were present to answer questions. Seconded by Wethal. Motion carried 6-0.

4. i2026 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 Commissions 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 Governors desk for signing and how this reform will affect Tax Increment Financing options for developers and how these changes will affect the citys 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

1t 5/8

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Shannon Brenner for Vehicle Damage; Ann Marie Schroeder for Personal Injury; J&R Rental LLC for Property Damage; Austin Bodenhofer for Property Damage
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Shannon Brenner
2. Claim by Ann Marie Schroeder
3. Claim by J&R Rental Inc Nicholas Kluesner
4. Claim by Austin Bodenhofer

mvm Legal GusPsihoyos

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Shannon Brenner
2. **Address:** 2798 Casey Ave
   City: Letts **State:** IA **Zip:** 52754
3. **Telephone Number:** 319-726-2360
4. **Date of Incident:** February 13, 2026
5. **Time of Incident:** 9 am
6. **Location of Incident (Be specific):** intersection of farley & HighBluff Street
7. **DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)**
   please see attached cover letter
8. **What were weather conditions like?** Nice, clear skys, no snow.
9. **Give name and address of any witnesses:** Daniel / Amanda Asano 2022 Jackson DBQ 52001
10. **Did police investigate? (If so, give names of officers.)**
    See attached incident report
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    Shannon Brenner - see above, and attached medical reports & photos

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

My vehicle was totaled - see photos - was given less for what I paid ~~by~~ for vehicle by insurance

13. What other damages do you claim, if any? bodily damage, mental damages

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.)

$4,700 for vehicle, 1,100 personal injury (NOT even enough to claim for loss of employment)

15. What amount do you claim from the City of Dubuque? $125,000.00 - for myself There's no price on 4 lives that have been affected I'm seeking reasonable amount willing to negociate

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

See attached cover letter

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

Unable to locate other party involved.

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

Dated at Dubuque, Iowa this 14 day of May, 2026

Shannon R Brenner (Signature)

Shannon R. Brenner (Print Name)

RECEIVED
2026 MAY 22 AM 11:20
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

TO Whom it may Concern,

My name is Shannon Brenner, I am writing to bring to your attention a **serious automobile accident** that happened on February 13th, 2026, in which I, along with my passengers Joseph Neenan, Daniel Asano, and Amanda Asano, were involved in Dubuque, Iowa. Daniel Asano was driving at the time, and none of us were deemed at fault. Our vehicle, which is **my personal property**, was T-boned by another driver who did not speak English and did not have automobile insurance. The collision resulted in our vehicle being declared a total loss, just **four days after I had purchased it**. Payment was issued through insurance; however, the **insurance policy and vehicle registration are in my mother's name, Georgia Oltmanns**, which has added further complications but does not change the fact that this vehicle is mine.

I was the only occupant to seek medical attention. I was treated at Unity Point Hospital for whiplash, neck and back pain, and bruising to my arm. I was prescribed pain medication and muscle relaxers, and I had to take medical leave from work. Due to my medical absence, I lost my job. I also have a history of PTSD and anxiety, both of which have been severely exacerbated by this accident. I now experience significant fear and anxiety when traveling in vehicles or navigating intersections, which has profoundly impacted my daily life.

This accident was not only physically and emotionally traumatic, but also **life-threatening**. I have a 14-year-old son, who doesn't have anyone else to care for him and he could have lost his mother, and on that day, **four lives were put at serious risk**. The potential loss of life in this incident underscores the gravity of the situation and the urgent need for corrective action.

The accident occurred at the intersection of High Bluff Street and Farley Street, which currently lacks stop signs or yield signs controlling traffic from either direction. High Bluff doesn't have any stop or yield signs going up or down that entire street. Multiple accidents have reportedly occurred at this same intersection. While officers on the scene indicated that stop signs are not typically installed in low-traffic areas, this intersection is located directly behind Bethany Home, with a parking lot that regularly contains numerous vehicles, indicating that it is not a low-traffic area. Upon returning to the scene, I observed that visibility was clear from all directions, and I do not believe sightlines were a contributing factor. The absence of traffic control devices, combined with the history of accidents at this location, suggests that the City may bear responsibility for failing to implement appropriate measures to protect the public.

Given the **seriousness of this incident**, the **impact on all passengers**, the **loss of my vehicle**, and the **financial and emotional consequences**, I am requesting that the City:

1. **Implement immediate and reasonable traffic control measures** at the intersection to prevent future accidents and protect the safety of Dubuque citizens.
2. **Provide appropriate financial compensation** for myself and all passengers to reflect the **true physical, emotional, and financial impact** of this accident, beyond minimal or token amounts. Compensation should acknowledge the life-threatening nature of this incident, the loss of my vehicle, and the loss of my employment due to medical recovery.

I have attached supporting documentation, including:

- Photos of my vehicle after the collision
- Insurance documentation showing the policy and registration under my mother's name
- Incident report
- Photos of my injuries
- My notes and discharge papers from Unity Point
- Photos of the intersection showing the absence of traffic control signs
- Photo of the Bethany Home parking lot

This is a **serious public safety matter** that requires immediate attention. I urge the City to act responsibly, not only to compensate those affected by this incident, but also to ensure that **no other citizens are placed at such risk in the future**. I am available for a consultation to review this matter in detail and discuss steps to resolve it appropriately.

Thank you for your time and attention. I look forward to your prompt response.

Sincerely,

Shannon Renee Brenner

Shannen Brenner

MVM
Legal
Gus Psihoyos

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Ann Marie Schroeder

2. **Address:** 5186 Fagan Road

City: Zwingle **State:** Iowa **Zip:** 52079

3. **Telephone Number:** **563-543-8083**

4. **Date of Incident:** November 7, 2024

5. **Time of Incident:** Approximately 6:45 AM

6. **Location of Incident (Be specific):** 2408 WinsorAve, Dubuque

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

See attached.

8. **What were weather conditions like?** Clear

9. **Give name and address of any witnesses:** Wendy Lyons, 1320 Rhomberg Ave, Dubuque

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

N/A

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

Yes. See attached.

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.)

N/A

13. What other damages do you claim, if any? See attached.

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.)

Some of my medical bills have been paid by BCBS.

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

See attached.

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

See attached.

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

Only to the extent of my medical insurance. See attached.

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

See attached.

Dated at Dubuque, Iowa this _____ day of _____, 20___.

Ann Schroeder (May 12, 2026 12:24:23 CDT)

(Signature)

Ann Marie Schroeder

(Print Name)

(Rev. 9/24)

RECEIVED

5/19/2026, 10:19:38 AM

City Clerk's Office
Dubuque, IA

mvm
Legal
Ryan Knuckey

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** J + R Rental III Inc
2. **Address:** 19525 US Hwy 20 W
   City: East Dubuque **State:** IL **Zip:** 61025
3. **Telephone Number:** 815-747-7707
4. **Date of Incident:** April 23rd 2026
5. **Time of Incident:** 8:47 AM
6. **Location of Incident (Be specific):** In front of Hyvee on Dodge St

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.)**
   Jetle bus ran over a trailer while our employee was loading up a piece of equipment
8. **What were weather conditions like?** Sunny, Clear
9. **Give name and address of any witnesses:** Nathan Wagner (our Employee), our DashCamera
10. **Did police investigate? (If so, give names of officers.)**
    No
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    No

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

Yes, there was damage done to our trailer, the metal on the back was smashed down, and taillight broken out.

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

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

No

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

$5,000.00

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

The Jule bus ran over the trailer.

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

No

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

N/A

Dated at Dubuque, Iowa this 24th day of April, 2026.

(Signature)

Nicholas Kluesner - J+R Rental (Print Name)

RECEIVED
2026 MAY 14 AM 10:09
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

ESTIMATE

TMR Enterprises
923 Peru Rd
Dubuque, IA 52001

tylermadiganracing@gmail.com
+1 (563) 581-3687

Rob Erschen

Bill to
J & R Rental
Dubuque, Iowa 52001

Ship to
Rob Erschen
J & R Rental
Dubuque, Iowa 52001

Estimate details
Estimate no.: 1096
Estimate date: 05/14/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/14/2026	**Body Shop**	Skid load trailer	1	$0.00	$0.00
2.		**Body Shop Labor & Materials**	Passenger side tail light & fender Cut out and replace diamond plate and tail light Prime & paint Materials-grinding disk, cut off wheels, wire, gas Sealer. apoxy primer single stage paint Masking tape, paper, plastic & sandpaper	1	$5,000.00	$5,000.00

Total **$5,000.00**

Accepted date

Accepted by

2501
CAUTION
The Jule

mvm
Legal
Jeremy Jensen
cc: Joe Messarich

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Austin Bodenhofer
2. **Address:** 119 west 23rd Street

   City: Dubuque **State:** IA **Zip:** 52001
3. **Telephone Number:** 563-599-2843
4. **Date of Incident:** 5-26-26
5. **Time of Incident:** 2 AM
6. **Location of Incident (Be specific):** outside

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.)**

The Police was Doing a Raid on my meighbors House and use my car for cover and Had There guns on TOP of Back car a scracked The Paint

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

claim # 2076-003409

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

NO

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

My car Back roof and Trunck got all scratched up and got a photo and camra vided of them on and BY car

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?

getting estamte

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

The/ was on my cas with gun and leaning on it

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 26 day of May, 2026.

(Signature)

Austin Bodenhofer (Print Name)

RECEIVED
2026 MAY 26 PM 2:51
City Clerks Office
Dubuque, IA

(Rev. 9/24)

Dubuqu
ShowRoom Photos
Before Purchas

Showroom Photos
Before Patches

Show Room
Photos
Before
Purchas

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Ann Marie Schroeder for Personal Injury; J&R Rentals LLC for Property Damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:

1. Schroeder_PERS Report
2. J&R Rentals_PERS Report

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 5/19/2026

RE: Claim Against the City of Dubuque by Ann Marie Schroeder

Claimant	Date of Claim	Date of Incident	Nature of Claim
Ann Marie Schroeder	5/13/2026	11/7/2024	Personal Injury

This is a claim in which Claimant alleges Claimant sustained injuries as a result of a fall caused by a “dangerous and defective public sidewalk within the City of Dubuque

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

cc: Michael C. Van Milligen, City Manager
Gus Psihoyos, City Engineer
Jeremy Gallagher, Esq.

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 5/15/2026

RE: Claim Against the City of Dubuque by J & R Rental Inc.

Claimant	Date of Claim	Date of Incident	Nature of Claim
J&R Rental LLC	4/24/2026	4/23/2026	Property Damage

This is a claim in which Claimant alleges Claimant's trailer was damaged after being run over by a City bus.

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
J & R Rental LLC

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 4.

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

ATTACHMENTS:

1. Memo Council for 2026_06_01
2. Approving Expenditures Resolution 2026_06_01
3. 06-03-2026_Approvals

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: May 22, 2026

Finance is submitting the following expenses to City Council for approval at the June 1, 2026, meeting. Payments on these expenses will be made on June 3, 2026.

In addition, Finance is submitting expenses paid since May 20, 2026, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 06-03-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	982.00	LEAGUE SHIRTS FOR MLOD
A & G ELECTRIC COMPANY	537.60	Reimbursement for Permit E26-000148
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER FOR BRANCHING OUT DBQ
ACCO UNLIMITED CORPORATION	5,790.24	CHEMICALS FOR POOLS
ACCO UNLIMITED CORPORATION	5,853.24	CHEMICALS FOR POOLS
ADDOCO INC	420.00	MULCH FOR GREENHOUSE AREAS
Addy Schober	584.00	FY26 RECREATION CLASS INSTRUCTOR
ADVANCE DESIGNS	231.88	HI VIS VESTS FOR STAFF
AIRGAS USA LLC	1.80	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	10.80	LF-Rent Cyl Large Acetylene, Argon, Oxygen 04/30/2
AIRGAS USA LLC	3,639.45	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,215.06	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,740.94	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	3,252.27	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,439.74	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,496.61	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,990.39	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,464.95	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,362.45	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,951.01	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	6.38	Medical Oxygen for Ambulances
AIRGAS USA LLC	16.70	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,197.45	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,479.70	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,211.99	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	16.70	Medical Oxygen for Ambulances
ALLIANT ENERGY	51.51	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	54.80	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	30.46	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,988.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	68.20	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,291.88	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,052.29	FY26 1503 W 3rd Electric
ALLIANT ENERGY	238.15	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	136.65	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	267.88	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	6,837.56	Electrical Service for Building
ALLIANT ENERGY	135.19	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	47.65	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	62.84	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	32.47	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	156.83	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	43,735.36	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	14,124.61	FY26 Electric Traffic & Street Lights
ALTORFER INC	536,757.00	3292 Paver Replacement
Amazon Capital Services, Inc.	289.11	Large Print Books through Amazon
Amazon Capital Services, Inc.	20.89	Large Print Books through Amazon
Amazon Capital Services, Inc.	72.15	Large Print Books through Amazon
Amazon Capital Services, Inc.	11.28	Large Print Books through Amazon
Amazon Capital Services, Inc.	87.72	Maker Space restocks, tools and supplies
Amazon Capital Services, Inc.	303.90	Maker Space restocks, tools and supplies
Amazon Capital Services, Inc.	102.80	Large Print Books through Amazon
American Registry for Internet Numbers, LTD	275.00	Annual Licensing for Public IP addresses
Anderson-Weber Inc	7,961.61	Escrow Disbursement
Aquatic Informatics Inc.	12,523.01	HACH WIMS Sftwre Sys-Support and Maint 06/26-06/27
Ascendance Trucks LLC	23.37	GARAGE - STOCK - 5/15/2026
Ascendance Trucks LLC	6,185.36	UNIT #2704 - Exhaust - 5/20/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AV FUEL	33,073.91	Blanket Purchase Order - Aviation Fuel
AV FUEL	33,589.41	Blanket Purchase Order - Aviation Fuel
Badger Meter, Inc	12,937.00	Smart Cover Flow Meters Renewal 4/1/26-3/31/27
BALL HORTICULTURAL COMPANY	576.93	PLANTS FOR GREENHOUSE
Bauer Built Inc	527.40	Bus Tire Repairs Gillig #2501
Bauer Built Inc	527.40	Bus Tire Repairs Gillig #2501
Bauer Built Inc	527.40	Bus Tire Repairs Gillig #2500
Bauer Built Inc	145.00	UNIT #1914 - SERVICE - ALIGNMENT - 5/18/2026
BENJAMIN R HUNT	150.00	SOFTBALL SCOREKEEPER AND OFFICIALS
BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
BILL MILLER LOGGING INC	475.00	MULCH FOR EAGLE POINT PARK
BILL MILLER LOGGING INC	475.00	MULCH FOR EAGLE POINT PARK
BILL MILLER LOGGING INC	475.00	MULCH FOR EAGLE POINT PARK
BILL MILLER LOGGING INC	170.00	MULCH FOR EAGLE POINT PARK
BLACK HILLS/IOWA GAS UTILITY CO	45.55	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	99.42	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	234.38	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	118.73	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	1,393.29	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	150.33	FY26 1310 Main St Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	162.85	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	103.40	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	93.15	FY26 350 W 6th St Federal Bldg Natural Gas
BLACKSTONE AUDIO BOOKS	215.41	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	95.85	CD Audio Books for Library Collection
BluePath Finance FC IV LLC	1,905.59	UTILITY EXPENSE - ELECTRICITY
BOOK DEPOT INC	1,087.13	Books for Summer Reading and Book Club
BRANNON MONUMENT CO	1,289.00	PAVERS FOR SPRING 2026
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALL2RECYCLE STEWARDSHIP, INC.	1,246.95	LF- Bulk Battery Collection 03/16/26
CALL2RECYCLE STEWARDSHIP, INC.	1,768.00	LF- Bulk Battery Collection 05/12/26
CALLAWAY GOLF SALES COMPANY	381.29	GOLF CLUBS FOR PRO SHOP
CALLAWAY GOLF SALES COMPANY	487.26	GOLF CLUBS FOR PRO SHOP
CARRICO AQUATIC RESOURCES INC	90.30	RAIL CLAMPS AND BOLTS FOR POOLS
CARRICO AQUATIC RESOURCES INC	95.10	POOL REPAIR PARTS
CARRICO AQUATIC RESOURCES INC	268.71	POOL REPAIR PARTS
CENTER POINT INC	302.04	Large print books for circulating collection
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	67.95	Various Maintenance - FY26
CINTAS CORP	84.43	Cintas Ramp Rugs
CINTAS CORP	74.98	Cintas Ramp Rugs 5th, Five Flags
CINTAS CORP	100.98	Floor Mat Service
CINTAS CORP	45.07	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	165.64	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	166.25	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	84.43	Cintas Ramp Rugs Central,IM.Locust
CINTAS CORP	396.52	Various Maintenance - FY26
CINTAS CORP	179.84	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	37.56	JANITORIAL SUPPLIES FOR BUNKER GOLF
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	586.18	Rugs/Towels for the WRRC-FY26
CINTAS CORP	7.53	JANITORIAL SUPPLIES FOR BUNKER GOLF

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS FIRST AID & SAFETY	58.98	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	89.14	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	76.11	FY2026 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	127.05	FY2026 First Aid Supplies
COBRA PUMA GOLF	132.99	SPECIAL ORDER GOLF SHOES-KLOTZ
COBRA PUMA GOLF	77.13	SPECIAL ORDER GOLF SHOES
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMUNITY INCORPORATED	350.00	Summer Reading Ad
DAN ARENSDORF CONSTRUCTION	2,900.00	Snow Removal of Port Lots
DAN ARENSDORF CONSTRUCTION	200.00	Snow Removal of Port Lots
DAN ARENSDORF CONSTRUCTION	1,350.00	Pulverized Soil to MSC 05/15/26
DAVIS EQUIPMENT CORP.	21.30	HUB CAPS FOR GOLF COURSE MOWER
DELTA DENTAL OF IOWA	24,640.58	FY26 Delta Dental - June 2026
DELTA DENTAL OF IOWA	4,010.94	FY26 Delta Dental - June 2026
DEMCO INC	716.02	Processing supplies for library materials
DEMCO INC	1,626.42	Processing supplies for library materials
DIETZ ENTERPRISES LLC	6,742.00	Energy Savers Program contract work 2645 Jackson S
DIETZ ENTERPRISES LLC	5,381.00	Energy Savers Program contract work-3219 Asbury Rd
Digitech Computer LLC	7,625.04	Ambulance Billing Cash Receipts
Dinges Partners Group	21,375.00	Bunker Gear for New Firefighters
Drive Line & Company, Inc.	165.25	GARAGE - SERVICE - STOCK RADIATOR CLEAN - 4/22/26
DUBUQUE AREA CHAMBER OF COMMERCE	150.00	ESHEET FOR BANNER PROGRAM
DUBUQUE AREA LIBRARY INFORMATION CO	2,500.00	SD Grant-Dbq County Reads
DUBUQUE COMMUNITY SCHOOL DIST	3,919.28	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	550.34	SD Grant-Garden at School-Roosevelt Middle School
DUBUQUE COUNTY AUDITOR	750.07	FY 26 Franchise Fees
DUBUQUE COUNTY E911 BOARD	93.51	Dubuque County 911
DUBUQUE COUNTY E911 BOARD	93.51	911 Emergency Radio Acces
DUBUQUE COUNTY E911 BOARD	467.55	Emergency Radio Access Fees-Apr,May,June
DUBUQUE COUNTY E911 BOARD	1,122.12	Access Fees E911 Parking
DUBUQUE COUNTY E911 BOARD	1,963.71	FY2026 BLANKET PO - MONTHLY EDACS ACCESS FEE
DUBUQUE COUNTY E911 BOARD	187.02	EDAS Access Fees - 4th Qtr FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	30.00	FY26 RECREATION INSTRUCTOR
DUBUQUE COUNTY SHERIFF	6,589.65	DDTF Apr2026 Shared Expenses
Dubuque Esports League LLC	160.00	FY26 RECREATION INSTRUCTOR
DUBUQUE HOSE & HYDRAULICS	19.12	UNIT #2682 - QUICK CONNECTS - 5/13/2026
DUBUQUE HOSE & HYDRAULICS	434.05	UNIT #540018 - HOSES/HOSE PARTS - 5/14/2026
DUBUQUE HOSE & HYDRAULICS	51.13	UNIT #540018 - EYE BOLT - 5/18/2026
DUBUQUE HOSE & HYDRAULICS	6.30	FITTINGS FOR MOWER GARAGE
DUBUQUE HOSE & HYDRAULICS	679.82	GARAGE - BIN FILL - 5/22/2026
DUBUQUE MULCH COMPANY	640.00	TOPSOIL FOR STUMP FILLING /MOWER ROUTES
DUBUQUE VISITING NURSE ASSOCIATION	1,092.20	2024 HHP VNA Charges
DUBUQUE VISITING NURSE ASSOCIATION	4,000.00	Childhood Lead Poisoning Prevention Program
DURIDE	30,000.00	DuRide POS Contract FY26
EASTERN IOWA ASPHALT MAINTENANCE IN	3,515.00	Re-Stripe 5th St Ramp
EASTERN IOWA EXCAV & CONCRETE LLC	18,631.49	Auburn & Custer Utility & Roadway Project
EBSCO SUBSCRIPTION SERVICE	11,266.00	Subscription renewal for 7 EBSCO Databases
Ed Gau	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
ELECTRIC PUMP LLC	2,502.17	Blended Sludge Feed Pump
ELITE K-9 INC	117.35	K9 supplies
ENVIRONMENTAL SYSTEMS RESEARCH INST	12,144.15	ESRI Annual Licensing
EXPRESS EMPLOYMENT PROFESSIONALS	560.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	560.00	Charge for Custodian - Phyllis Arensdorf
FEDEX	12.01	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	21.15	Fed X Shipping Fee-Wtr-Compliance Samples
FOUR MOUNDS FOUNDATION	5,000.00	2263 White St. #2 - Construction - OAHMP'24
FREDDIE'S POPCORN	360.00	FREDDIES POPCORM FOR POD MARINA
FREE FLIGHT	60.00	Helmet for New COP Officer

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GENUINE PARTS COMPANY INC	99.60	UNIT #3455 - AIR FILTER - 5/11/2026
GENUINE PARTS COMPANY INC	170.38	UNIT #3450 - CIR BRKR & AIR FILTER - 5/12/2026
GENUINE PARTS COMPANY INC	151.80	GARAGE - STOCK - 5/15/2026
GENUINE PARTS COMPANY INC	60.72	UNIT #3450 - AIR FILTER - 5/18/2026
GENUINE PARTS COMPANY INC	323.83	GARAGE - STOCK & SHOP USE - 5/20/2026
GENUINE PARTS COMPANY INC	130.21	GARAGE - STOCK & SHOP USE - 5/21/2026
GENUINE PARTS COMPANY INC	328.90	GARAGE - STOCK & SHOP USE - 5/21/2026
GENUINE PARTS COMPANY INC	120.01	GARAGE - STOCK & SHOP USE - 5/22/2026
GILLIG LLC	425.60	GARAGE - STOCK - BUS - 5/7/2026
GILLIG LLC	1,140.66	GARAGE - STOCK - BUS - 5/12/2026
GRAYMONT WESTERN LIME INC	5,363.60	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,467.48	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,427.20	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,475.96	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	119.60	Attendance to 5/14/26 Workforce Solutions Breakfas
GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY26 COS GDDC
GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY26 COS GDDC
Grey House Publishing Inc	2,395.00	Annual sub to Weiss Financial ratings 6/26 to 5/27
HARRIS MOTOR SPORTS	133.34	ADAPTIVE GOLF CART FOR BHGC
HDR ENGINEERING INC	24,142.41	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	11,243.28	LF- Annual Engineering Services FY25
HENRY SCHEIN INC	1,194.42	Various Medical Supplies
HENRY SCHEIN INC	192.24	Various Medical Supplies
HENRY SCHEIN INC	318.42	Various Medical Supplies
HODGE COMPANY	11,093.04	Generator and Controller-Learning Campus Condo
HODGE COMPANY	17,992.03	FY26 Data Center Rent and Expenses_IT and Finance
HOUSING	4,009.94	FSS DISBURSEMENT
HOYNE LANDSCAPING & SNOW PLOWING	300.00	PULBVERIZED BLACK DIRT
INGRAM LIBRARY SERVICES INC.	(19.20)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	(323.21)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	68.52	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	1,277.73	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	420.68	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	118.08	Children's books for collection
INGRAM LIBRARY SERVICES INC.	39.27	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	415.77	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	733.57	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	628.73	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	35.76	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	25.78	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	249.55	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	321.29	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	11.49	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	54.97	Children's books for collection
INGRAM LIBRARY SERVICES INC.	296.55	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	53.03	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	32.24	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	520.31	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	250.72	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	488.76	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	467.27	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	287.59	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	22.53	Children's books for collection
INGRAM LIBRARY SERVICES INC.	368.78	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	34.47	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	14.29	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	209.50	Children's books for collection
INGRAM LIBRARY SERVICES INC.	77.11	Children's books for collection
INGRAM LIBRARY SERVICES INC.	107.93	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	553.72	Circulating materials for Adult library collection

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
INGRAM LIBRARY SERVICES INC.	123.20	Children's books for collection
INGRAM LIBRARY SERVICES INC.	118.20	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	225.62	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	353.77	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	396.11	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	79.14	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	101.28	Children's books for collection
INGRAM LIBRARY SERVICES INC.	19.10	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	581.05	Children's books for collection
INGRAM LIBRARY SERVICES INC.	20.24	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	701.76	Children's books for collection
INTERSTATE PIPE & SUPPLY	26.19	Septage Receiving Hose Pump Out Fitting
INTERSTATE PIPE & SUPPLY	154.35	Gate valve for Septage Receiving
IOWA KENWORTH INC	305.83	UNIT #2680 - WTR PUMP KIT, THERMOSTAT - 5/13/2026
IOWA KENWORTH INC	555.99	UNIT #2703 - NOx SENSOR - 5/18/2026
IOWA KENWORTH INC	876.74	GARAGE - STOCK - NOx SENSOR - 5/19/2026
IOWA KENWORTH INC	162,500.00	VEHICLE 4911 REPLACEMENT - CAB AND CHASSIS
Iowa State University of Science and Technology	4,000.00	dTIMS Annual Pavement Mgmt Software
J & R SUPPLY COMPANY	2,210.00	TAPPING SLEEVES FOR WATER MAIN REPLACEMENTS/REPAIR
J & R SUPPLY COMPANY	3,325.00	MATERIAL FOR WATER MAIN REPLACEMENT/REPAIRS
J & R SUPPLY COMPANY	422.00	trash pump & fittings for operators
J & R SUPPLY COMPANY	390.00	Tanglewood Court Storm Sewer Supplies
J & R SUPPLY COMPANY	170.00	REDUCER FOR WATER MAIN BREAKS/REPAIRS/REPLACEMENTS
J & R SUPPLY COMPANY	3,150.00	FIRE HYDRANT EXTENSIONS
JAEGER PLUMBING & PUMP INC	397.76	Central Ramp Toilet not Flushing
JOHNSON CONTROLS FIRE PROTECTION	(1,303.71)	Annual Fire Service Agreement
JOHNSON CONTROLS FIRE PROTECTION	2,237.90	Fire and Alarm Services City Hall
Joseph Pergande	125.00	SOFTBALL SCOREKEEPER AND OFFICIALS
KimHEC LLC	12,000.00	Industrial Pretreatment Program Software
KLUESNER CONSTRUCTION INC	1,020.00	Wood Chips for DMASWA for 4/30/26-05/05/26
KRUSER SEPTIC SERVICE INC	5,100.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	4,266.25	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	2,122.50	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	3,230.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	1,220.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	580.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	3,100.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	295.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	685.00	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	1,225.00	FY26 Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	883.75	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KRUSER SEPTIC SERVICE INC	1,312.50	WRRC - Vacuuming & Jetting Svcs for rest of FY26
KURT P WELAND	225.00	SOFTBALL SCOREKEEPER AND OFFICIALS
L&N Penny LLC	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
L&N Penny LLC	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
L&N Penny LLC	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
Lake Assault Boats, LLC	85,416.00	Landing Craft Style Fire Boat
LESLEIN TRUCKING	16,921.80	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
LIBRARY IDEAS LLC	297.24	Vox Books for Children's Collection
LIME ROCK SPRINGS CO	(13.20)	FY26 BEVERAGE CONTRACT
LIME ROCK SPRINGS CO	152.74	FY26 BEVERAGE CONTRACT
LIME ROCK SPRINGS CO	56.40	FY26 BEVERAGE CONTRACT
LIME ROCK SPRINGS CO	928.26	FY26 BEVERAGE CONTRACT
MACQUEEN EQUIPMENT GROUP	236.58	GARAGE - STOCK - 5/13/2026
MACQUEEN EQUIPMENT GROUP	157.34	GARAGE - STOCK STRAP - 5/14/2026
MACQUEEN EQUIPMENT GROUP	268.50	UNIT #2704 - ADAPTER - 5/18/2026
MARTIN EQUIPMENT OF IL INC	142.66	UNIT#3456 - SERVICE - DELIVERY FEES - 5/5/2026
MARTIN EQUIPMENT OF IL INC	3,674.79	UNIT #3456 - RADIATOR/AFTERCOOLER- 5/6/2026
MARTIN EQUIPMENT OF IL INC	4,483.04	UNIT #3453 - SEAL KIT, PISTON - 5/13/2026
MARTIN EQUIPMENT OF IL INC	505.94	UNIT #3456 - VARIOUS PARTS - 5/13/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MARTIN EQUIPMENT OF IL INC	118.77	UNIT #3453 - FILTER ELEMENT - 5/14/2026
MARTIN EQUIPMENT OF IL INC	1,502.50	UNIT#3452 - POLY WAFER/COV - 5/19/2026
MARTIN EQUIPMENT OF IL INC	883.50	UNIT #3255 - BOLT,NUT,WSHR,PLATE - 5/20/2026
MARTIN EQUIPMENT OF IL INC	3,927.48	UNIT #3456 - SCRW,NUT,SPRCKT,GUARD - 5/21/2026
MARTIN EQUIPMENT OF IL INC	86.64	UNIT #3456 - SWITCH - 5/22/2026
MARTIN EQUIPMENT OF IL INC	220.70	UNIT #33209 - FILLER CAP, TANK - 5/22/2026
MARTIN EQUIPMENT OF IL INC	200.00	UNIT #3456 - WARRANTY DEDICTIBLE - 5/22/2026
MCDERMOTT EXCAVATING	17,246.77	RADFORD RD WATER MAIN CREEK CROSSING IMP. PROJECT
MEDICAL ASSOCIATES CLINIC PC	1,800.00	Wellness Checks Apr26
MEDICAL ASSOCIATES CLINIC PC	3,731.00	Random drug and alcohol tests - May 2026
MEDICAL ASSOCIATES CLINIC PC	1,224.27	New Officer Physical
MICHAEL J SULLIVAN	300.00	SOFTBALL SCOREKEEPER AND OFFICIALS
MIDWEST CONCRETE INC	3,600.00	CONCRETE FOR EMERGENCY WM BREAK REPAIR
MIDWEST CONCRETE INC	66,369.58	2026 PW Asphalt Overlay Ramp Pro 2
MIDWEST CONCRETE INC	186,700.51	2026 PW Asphalt Overlay Ramp Pro 3
MIDWEST TAPE LLC	7,933.14	Downloadable materials Hoopla
MIDWEST TAPE LLC	289.13	Adult DVDs, BluRays, CDs for Collection
MIKE FINNIN FORD LLC	15.00	UNIT #170003 - KEYCUT - 3/5/2026
MIKE FINNIN FORD LLC	393.66	GARAGE - STOCK - 5/16/2026
MIKE FINNIN FORD LLC	589.27	UNIT #130010 - WHEEL/RIM - 05/19/2026
MIKE FINNIN FORD LLC	100.80	UNIT #170003 - SERVICE - KEY PROGRAM - 3/11/2026
MISCELLANEOUS	94.63	Refund - Landfill Account Per KMiller
MSA PROFESSIONAL SERVICES INC	414.00	MS4 Stormwater Database On-Call GIS Maint/Support
MULGREW OIL COMPANY	29,847.84	GARAGE - FUEL ISLAND (DIESEL TANK #2)- 4/17/2026
MULGREW OIL COMPANY	666.73	UNLEADED AND DIESEL FOR BUNKER
MULGREW OIL COMPANY	700.01	UNLEADED AND DIESEL FOR BUNKER
MULGREW OIL COMPANY	3,780.23	LF-# 2 PRM DYED WNTR DSL ULS15PPM 5/14/26
MULGREW OIL COMPANY	4,536.27	LF-# 2 PRM DYED WNTR DSL ULS15PPM 5/12/26
MULGREW OIL COMPANY	34,002.36	GARAGE - FUEL ISLAND (DIESEL TANK 1 OF 2) - 5/18/2
MULGREW OIL COMPANY	34,007.08	GARAGE - FUEL ISLAND (DIESEL TANK 2 OF 2) - 5/18/2
MYERS-COX CO	2,431.60	MISC FOOD AND SUPPLIES
MYERS-COX CO	2,177.15	MISC FOOD AND SUPPLIES
MYERS-COX CO	952.02	MISC FOOD AND SUPPLIES FOR MCALEECE
Nicolas Farfan	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
North Central International LLC	997.63	UNIT #10398 - HARNESS, CONNECTOR - 3/23/2026
NORTHERN LIGHTS FOODSERVICE	545.89	MISC FOOD AND SUPPLIES
NORTHERN LIGHTS FOODSERVICE	239.29	MISC FOOD AND SUPPLIES-BHGC
NORTHERN LIGHTS FOODSERVICE	(86.85)	MISC FOOD AND SUPPLIES-BHGC
NOTEPAGE INC	395.00	PageGate Priority Support Renewal
O'REILLY AUTOMOTIVE INC	19.10	UNIT: FIRE EQUIP - BLUEDEF - 5/8/2026
O'REILLY AUTOMOTIVE INC	172.81	UNIT #4740 - BATTERY - 5/23/2026
O'REILLY AUTOMOTIVE INC	67.96	UNIT #2694 - SEAL REPAIR - 05/14/2026
O'REILLY AUTOMOTIVE INC	475.50	UNIT #2693 - BATTERY - 5/18/2026
O'REILLY AUTOMOTIVE INC	18.68	UNIT #4418 - CAMSHAFT SEN - 5/19/2026
O'REILLY AUTOMOTIVE INC	112.57	UNIT #3224 - BATTERY - 5/20/26
O'REILLY AUTOMOTIVE INC	52.08	UNIT #3246 - BATTERY - 5/22/2026
O'REILLY AUTOMOTIVE INC	38.22	UNIT #2303 - LUG BOLT - 5/23/2026
ORIGINAL WATERMEN INC	3,526.24	STAFF SWIM SUITS
OVERDRIVE INC	362.98	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,454.31	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,376.27	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	180.50	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	639.55	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	750.97	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,130.16	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	528.46	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,473.70	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	304.00	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	223.00	ST3-Overhead Door Maintenance
PARK PLANET	870.00	MIRACLE LEAGUE PLAYGROUND PARTS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
PER MAR SECURITY SERVICES	241.08	FY26 Fed Bldg Fire Alarm Monitoring
Pitney Bowes Bank Inc Reserve Account	254.43	Postage Meter Rental October through December 2025
Playaway Products LLC	63.96	Wonder Digital Readers
Playaway Products LLC	134.98	Wonder Digital Readers
Poly Vinyl Roofing, Inc.	174,715.00	EAGLE POINT WTP ROOF REHABILITATION PROJECT
PRAIRIE FARMS	2,577.77	Franchise Fee FY26
PRAIRIE FARMS	473.33	Franchise Fee FY26
RACOM CORPORATION	3,699.28	Axis Cameras/Accessories
RACOM CORPORATION	536.82	GARAGE - STOCK - 3/3/2026
RACOM CORPORATION	297.00	Control Station Atenna
RDG PLANNING & DESIGN	6,558.91	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	1,672.50	Q Casino Amphitheater Planning-New PO w/New Coding
Reliant Fire Apparatus, Inc.	500.39	UNIT #130003 - TAPE,RFL - 4/15/2026
Reliant Fire Apparatus, Inc.	539.17	UNIT #130003 - PARTS FOR DAMAGE - 04/27/2026
RENEE DUNN	280.00	DANCE CLASS INSTRUCTOR PAYMENT
RILCO, Inc	2,840.00	GARAGE - STOCK FLUIDS - 4/8/2026
RIVER CITY STONE	300.24	JAN-JUN2026 Various Stone
RIVER CITY STONE	301.68	JAN-JUN2026 Various Stone
RIVER CITY STONE	488.62	JAN-JUN2026 Various Stone
RIVER CITY STONE	132.66	JAN-JUN2026 Various Stone
RIVER CITY STONE	473.99	JAN-JUN2026 Various Stone
RIVER CITY STONE	114.84	JAN-JUN2026 Various Stone
RIVER CITY STONE	109.80	JAN-JUN2026 Various Stone
RIVER CITY STONE	811.44	JAN-JUN2026 Various Stone
RIVER CITY STONE	110.25	JAN-JUN2026 Various Stone
RIVER CITY STONE	3,929.99	JAN-JUN2026 Various Stone
RIVER CITY STONE	470.61	JAN-JUN2026 Various Stone
RIVER CITY STONE	118.26	JAN-JUN2026 Various Stone
RIVER CITY STONE	188.50	JAN-JUN2026 Various Stone
RIVER CITY STONE	92.38	JAN-JUN2026 Various Stone
RIVER CITY STONE	141.21	JAN-JUN2026 Various Stone
RIVER CITY STONE	957.21	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	25.96	SAND AND STONE FOR PARK AREAS
RIVER CITY STONE	146.07	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	210.38	SAND AND STONE FOR PARK AREAS
RIVER CITY STONE	199.98	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	617.84	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	252.18	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	109.71	JAN-JUN2026 Various Stone
RIVER CITY STONE	506.58	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	389.34	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROGER CLEVELAND GOLF CO INC	210.60	DRIVER FOR BUNKER HILL GOLF
RON CLESEN'S ORNAMENTAL PLANTS	11,100.00	HANGING BASKETS -PORT OF DBQ
RSM US LLP	21,502.74	2025 Audit Assistance
RSM US LLP	14,104.56	2025 Audit Assistance
RUBBER INC	48.73	GARAGE - SHOP TOOLS - 4/7/2026
SADLER POWER TRAIN INC	41.32	UNIT #2696 - BALL BEARING - 5/18/2026
SADLER POWER TRAIN INC	791.02	UNIT #3222 - LED LIGHT KIT - 5/21/2026
SADLER POWER TRAIN INC	80.79	UNIT #420006 - RADIO - 5/21/2026
SAFEGUARD BUSINESS SYSTEMS INC	4,500.00	Summer Reading Bags
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	449.14	Hours Worked - Admin Support - 05/03/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	418.69	Hours Worked - Admin Support - 05/10/26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	312.11	Hours Worked - Admin Support - 05/17/26
Siouxland Turf Products Inc.	152.00	GRASS SEED/FERTILIZER FOR BHGC
SOFTCHOICE CORPORATION	105,374.61	Microsoft licensing for our servers: Central Squar
Specialized Petroleum Services	744.00	GARAGE - STOCK FUEL CLEANER/BRK SVC KIT - 4/30/26
STEEL MART	430.85	UNIT #3209 - STEEL - 3/26/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STEEL MART	108.45	UNIT#540018 - STEEL - 5/14/2026
STEFFEN LAWN & SNOW	594.00	Lawn Mowing - City Owned Properties for 2024-2025
STRAND ASSOCIATES INC	1,517.59	SCADA Consulting Svces - Tsk 26-02, Pro 1154.053
SUSAN M STOPPELMOOR	887.00	FY26 RECREATION CLASS INSTRUCTOR
THE CINCINNATI INSURANCE COMPANY	3,107.00	1775 Washington; Herrig, Collin_property insurance
THE FISCHER COMPANIES	40.00	Monthly parking space fee for Iowa St lot
THE WATERWAYS JOURNAL INC	940.00	ADVERTISING FOR POD MARINA
THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies April
THOMPSON TIRE & RETREAD	35.50	UNIT #4929 - TIRE SERVICE - 5/15/2026
THOMPSON TIRE & RETREAD	715.74	UNIT #3223 - TIRE SERVICE - 5/12/2026
THOMPSON TIRE & RETREAD	296.00	UNIT #3201 - TIRE SERVICE - 5/12/2026
THOMPSON TIRE & RETREAD	984.00	UNIT #323 - TIRE SERVICE - 5/12/2026
THOMPSON TIRE & RETREAD	231.00	UNIT #1914 - TIRE SERVICE - 5/15/2026
TIMOTHY P GOTTSCHALK	75.00	SOFTBALL SCOREKEEPER AND OFFICIALS
TOP GRADE EXCAVATING INC	293,313.98	N. ENGLISH RD WATER MAIN EXTENSION PROJECT
TRICON CONSTRUCTION GROUP	285.00	ESC permit refund
Tri-State Shred, Inc.	54.95	On-Site Shredding by the Tote - Chavenelle
Tri-State Shred, Inc.	54.95	On-Site Shredding by the Tote - Chavenelle
Tri-State Shred, Inc.	54.95	On-Site Shredding by the Tote - Chavenelle
Tri-State Shred, Inc.	57.70	On-Site Shredding by the Tote - Chavenelle
TRUCK COUNTRY OF IOWA INC	95,260.00	Garage- 20 CY Leach Alpha Rearload
TRUCK EQUIPMENT INC	2,204.09	UNIT #4008 - VARIOUS PARTS - 5/12/2026
TSCHIGGFRIE EXCAVATING	5,078.75	FY26 As Needed Maintenance
TURPIN DODGE OF DUBUQUE LLC	2,100.00	UNIT #1914 - BUSHING, CLUTCH, BOOSTER - 5/12/2026
TURPIN DODGE OF DUBUQUE LLC	1,327.50	UNIT #1914 - GEAR-POWEHOLD - 5/20/2026
TURPIN DODGE OF DUBUQUE LLC	181.50	UNIT #2702 - HINGES - 5/19/2026
TURPIN DODGE OF DUBUQUE LLC	1,057.50	UNIT #1914 - BAR-FRONTHOLD - 5/22/2026
UNION HOERMANN PRESS	2,753.75	Utility Bill Insert-Curbside Collections Reminder
US Foods	57.03	MISC FOOD AND SUPPLIES-BHGC
Valentine Construction Co LLC	170,702.68	2026 PW Asphalt Overlay Ramp Pro 1
VAN-WALL EQUIPMENT CO	99.50	ROPE FOR GOLF CART TRAFFIC CONTROL
VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data April 26
VERIZON WIRELESS SERVICES LLC	336.54	Fixed Route Rangers Data April 26
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data May 26
VERMONT SYSTEMS, INC	660.00	VERMONT SYSTEMS SERVICE/TRAINING
Vestis Group Inc (f/k/a Aramark)	135.36	Linens, tablecloths, cleaning cloths
VRBAN FIRE PROTECTION INC	1,580.00	Test/Replace Sprinkler Heads - Bld 90
WATER SOLUTIONS UNLIMITED INC	12,838.90	FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WB McCloud & Co, Inc.	306.18	Monthly Pest Prevention
WB McCloud & Co, Inc.	306.18	Monthly Pest Prevention
WELU PRINTING COMPANY	848.36	Children's reading logs, summer calendar, brochure
WELU PRINTING COMPANY	460.36	Children's reading logs, summer calendar, brochure
WENZEL TOWING SERVICE	55.00	FY26 Wenzel Towing
WENZEL TOWING SERVICE	55.00	FY26 Wenzel Towing
WENZEL TOWING SERVICE	187.50	Unit #2694 - SERVICE - TOW - 5/13/2026
WENZEL TOWING SERVICE	59.50	FY26 Wenzel Towing
WENZEL TOWING SERVICE	75.00	Unit #110019 - TOWING SERVICE - 5/14/2026
WESTPHAL & COMPANY, INC	276.00	annual monitoring 5/1/26-4/30/27
WESTPHAL & COMPANY, INC	314.53	repair lighting
WESTPHAL & COMPANY, INC	203.50	repair lighting
WHKS AND COMPANY	1,333.20	Auburn and Custer Bidding and Construction Assista
WHKS AND COMPANY	24,999.63	Loras Blvd Reconst and Repairs Task Order #27
WHKS AND COMPANY	20,000.24	Loras Blvd Reconst and Repairs Task Order #27
	$ 2,903,732.23	

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE: Signed Contracts

SUMMARY: ImOn Communications LLC for Amendment No 18 to Master Co-locations and Shared Services Agreement; Grand River Center / Oak View Group for City Council Goal Setting; Eastern Iowa Asphalt Maintenance, Inc. for Concrete Banding and Crack Sealing Project Public Improvement Contract; Strand Associates, Inc. for Facility Plan Engineering for Operational Support; Eastern Iowa Excavating & Concrete, LLC for Loras Boulevard Reconstruction and Repairs Public Improvement Contract; Gansen Excavating, Inc. for Loras Blvd & Locust St Storm Sewer Reconstruction Project Public Improvement Contract; Kluesner Construction, Inc. for Maintenance Contract Public Improvement Contract; Ostrom Painting & Sandblasting, Inc. for Pavement Marking Project Contract; Fleege Custom Woodworks LLC for Pool Roofing Projects Public Improvement Contract; Stryker for Preventative Maintenance Contract (41); Stryker for Preventative Maintenance Contract (42); Windstream for Proposed Conduit Facilities Agreement; WK Construction Co., Inc. for Public Works Asphalt Milling Profile Project Public Improvement Contract; RaDD Network Solutions, Inc. for Sole Source for Splice Capsules; River City Paving for Valentine Park Walk Path Public Improvement Contract; Giese Sheet Metal Co., Inc. for Vendor Service Agreement - Eagle Point Water Roof Rehab Award HVAC; 563 Design for Vendor Service Agreement - Five Flags Theater Renovations; College Lawn Service and Snow Removal LLC for Vendor Service Agreement - Lawn Mowing Services; EMS Industrial, Inc. - Energetics & Badger Electric Motor for Vendor Service Agreement - Port Ramp Compressor Repairs; Dubuque Sign Company for Vendor Service Agreement - Sign Replacement/Repairs for Transportation Services; Advantage Sheet Metal, Inc. for Master Services Agreement; Dubuque Fire Equipment for Master Services Agreement; Dubuqueland Door Co. for Master Services Agreement; Gansen Excavating for Master Services Agreement; Germaine Electric for Master Services Agreement; Giese Sheet Metal Co. for Master Services

	Agreement; Jaeger Plumbing and Pump Inc. for Master Services Agreement; Paulson Electric Company for Master Services Agreement; Top Grade Excavating for Master Services Agreement; Total Maintenance Inc. for Master Services Agreement; Portzen Construction Inc. for Master Services Agreement
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 8.24.2026 City Council Goal Setting Signed Contract
2. 26_05_12 Amendment No 18 Master CoLocation Shared Services with ImOn
3. 26_05_12 Facility Plan Engineering for Operational Support (21)
4. 26_05_12 Proposed Conduit Facilities Agreement with Windstream
5. 26_05_12 PW Concrete Banding and Crack Sealing Project Constructi
6. 26_05_12 Stryker Preventative Maintenance Contract (41)
7. 26_05_12 Stryker Preventative Maintenance Contract (42)
8. 26_05_13 2026 Pavement Marking Project Contract
9. 26_05_14 RaDD Network Solutions Sole Source for Splice Capsules
10. 26_05_18 Dubuque Sign Short Form Vendor Contract (4)
11. 26_05_19 2026 Public Works Asphalt Milling Profile Project Public
12. 26_05_19 Loras Boulevard Recon and Repairs Project Public Improve
13. 26_05_20 College Lawn Mowing Services Contract
14. 26_05_20 Kluesner Short Form Maintenance Contract Approval
15. 26_05_20 MVM Memo Five Flags Theater Renovations 563 Design 5 2026 (
16. 26_05_20 Valentine Walk Path Contract Signature Request 5 2026
17. 26_05_21 Eagle Point Water Treatment Plant Roof Rehab Award HVAC
18. 26_05_21 Loras Locust Storm Sewer Reconstruction Project Gansen Con
19. 26_05_21 MVM Memo Pool Roofing Projects (8)
20. 26_05_21 Short Form Vendor Contract
21. MSA - 26_05_20 Total Maintenance Master Service Agreement
22. MSA 26_05_20 Advantage Sheet Metal Master Service Agreement
23. MSA 26_05_20 Dubuque Fire Equipment Master Service Agreement
24. MSA 26_05_20 Dubuqueland Door Company Master Service Agreement
25. MSA 26_05_20 Gansen Excavating Master Service Agreement
26. MSA 26_05_20 Germaine Electric Master Service Agreement
27. MSA 26_05_20 Giese Sheet Metal Company Master Service Agreement (30)
28. MSA 26_05_20 Jaeger Plumbing and Pump Master Service Agreement
29. MSA 26_05_20 Paulson Electric Company Master Service Agreement
30. MSA 26_05_20 Top Grade Excavating Master Service Agreement (44)
31. MSA 26_05_21 Portzen Construction Master Service Agreement (8)

GRAND RIVER CENTER OVG OAK VIEW GROUP

LICENSE AGREEMENT – GRAND RIVER CENTER

EVENT ID: 3603-65-65-18017
Effective Date: April 17, 2026

Licensee's Name ("**Licensee**"):	Facility ("**Facility**"):
City of Dubuque City Hall, 50 W 13th Street Dubuque, Iowa 52001	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:

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

Time	Item/Title	Qty/Price	Subtotal
	Food and Beverage Minimum	1 Each @ $1,600.00/Each	$1,600.00

(exclusive of the then-current Management Charge, which is currently at 22% but subject to increase, and cash sales.)

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:	Michael Van Milligen	By:	Carrie Sachs General Manager
Print Name:	Michael C. Van Milligen		
Title:	City Manager	Date:	5/12/26
Date:	05/11/2026		

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.

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May 4, 2026

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Amendment No. 18 to Master Co-location and Shared Services Agreement with ImOn Communications, LLC
SUMMARY:	City Manager recommending City Council approval of an eighteenth amendment to the Master Co-location and Shared Services Agreement between the City and ImOn Communications to include a conduit sharing agreement along Highway 61 south to the Dubuque Regional Airport.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Proposed 18th Amendment to Master Co-location and Shared Services Agreement between the City of Dubuque and ImOn Communications LLC
2. Memo ImOn Fiber Lease to Airport 20260417
3. ImOn City Airport Final Agreement 20260423 - signed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed 18th Amendment to Master Co-location and Shared Services Agreement between the City of Dubuque and ImOn Communications LLC

DATE: April 26, 2026

Civil Engineer III David Ness and Sustainable Innovation Consultant David Lyons are recommending City Council approval of a eighteenth amendment to the Master Co-location and Shared Services Agreement between the City and ImOn Communications to include a conduit sharing agreement along Highway 61 south to the Dubuque Regional Airport.

There is no negative implications to the City budget. The City of Dubuque will receive $116,125 in services and fiber installations in return for sharing space in their existing conduit to the airport.

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
David Ness, Civil Engineer III
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

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

FROM: David Ness, Civil Engineer III
David Lyons, Sustainable Innovation Consultant

DATE: April 17, 2026

RE: Proposed 18th Amendment to Master Co-location and Shared Services Agreement between the City of Dubuque and ImOn Communications LLC

INTRODUCTION

The purpose of this memo is to request approval of a eighteenth amendment to the Master Co-location and Shared Services Agreement between the City and ImOn Communications to include a conduit sharing agreement along Highway 61 south to the Dubuque Regional Airport.

BACKGROUND

In 2016 the City of Dubuque undertook its Broadband Acceleration Initiative. The Initiative focuses on public/private collaborations and includes a comprehensive strategy to reduce the cost and time required for broadband expansions in Dubuque. One effort within that strategy is the use of “Master Agreements”, where an overall legal, structural and financial relationship is established between the City and broadband providers and approved by City Council. Project Statements carried out pursuant to that Master Agreement can then be quickly considered and approved.
In 2017 the City of Dubuque and ImOn entered into a Master Co-location and Shared Services Agreement to accelerate the deployment of new broadband capacity in Dubuque and several subsequent amendments. The collaborations have gone well and all anticipated value to the City is being received.

DISCUSSION

The University of Dubuque is significantly expanding its aviation facility and programming at the Dubuque Regional Airport. This will necessitate increasing their fiber connectivity between the airport and UD Campus. They have selected ImOn Communications as their preferred partner for that connectivity. Under normal conditions, the distance, topography and demography of that route would make the

project unacceptably costly for ImOn to provide to the University. However, the existence of a city conduit with excess capacity allows for a public/private collaboration to reduce costs and time for implementation. It also creates the opportunity for the City to incorporate additional fiber capacity for itself in that same conduit to support future capacity as the City grows south and to provide an additional part of the "City High-Fiber Ring".

BUDGET IMPACT

There is no negative implications to the City budget. The City of Dubuque will receive $116,125 in services and fiber installations in return for sharing space in their existing conduit to the airport.

RECOMMENDATION AND ACTION REQUESTED

This Amendment supports Dubuque's Broadband Acceleration Initiative, assists a partner ISP in providing service within the community and provides funds for the maintenance and development of the City network. We respectfully request your approval and recommendation to City Council.

cc: Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

Amendment to Master Co-location and Shared Services Agreement between

ImOn Communications and the City of Dubuque

Pursuant to the Master Co-location and Shared Services Agreement between City of Dubuque (CITY) and ImOn Communications (IMON), dated December 28, 2021 and attached hereto, the Parties hereby agree to the following PROJECT STATEMENT:

Narrative description of co-location and service sharing:

- CITY will provide IMON access to 19,291 feet of existing 1.5 inch conduit and 2810 feet of existing seven-way conduit running from approximately the SE Corner of the intersection of Highway 151/61 and Lake Elanore Road south to the existing handhold at 10698 Airport Road, and as further shown on Exhibit A. The 1.5 inch conduit is valued at $5 per linear foot and the seven-way conduit valued at $7per linear foot.
- ImOn will line the 1.5 inch conduit with 3-16/12mm duct. If ImOn determines that three microduct cannot be accommodated within the conduit then, with approval of the City, only 2-16/12mm will be required

Charges and Payment Terms:

- The total cost of City for proving conduit space under this Project Statement is $116,125 (19,291 lf X $5 = $96,455 and 2,810 lf X $7 = $19,670). Total cost to ImOn for providing fiber, installation and other services under this Project statement is $116,125.
- Twenty (20) year term beginning July 1, 2026 and running through June 30, 2046. IMON or CITY may request up to two five-year extensions of the agreement at the same value, and such extension shall not be unreasonably denied.

Exchange of Value:
The value provided by CITY to IMON is $116,125. The value provided by IMON to CITY is $116,125.

Project Statement Accepted:

May 13, 2026

Dated: ~~April~~ XXXXX, 2026

CITY OF DUBUQUE

By: Michael Van Milligan

Michael C. Van Milligan, Dubuque City Manager

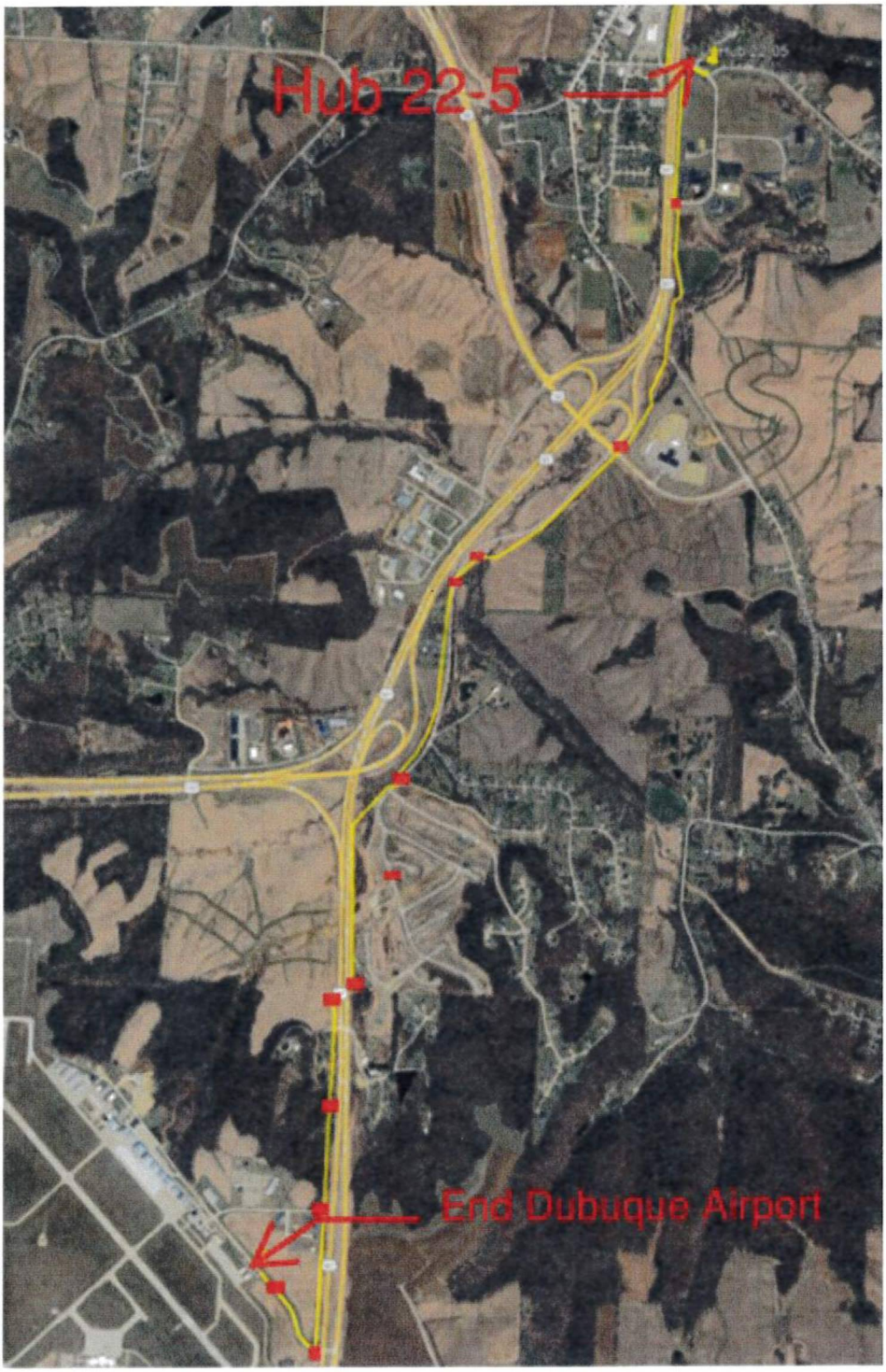
Dated: April 27, 2026

IMON COMMUNICATIONS

By: Patrice M Carroll

Patrice Carroll, CEO

EXHIBIT A



STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Task Order No. 26-05
City of Dubuque, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated June 9, 2016

Project Information

Services Name: Water and Resource Recovery Center (WRRC) Assistance with Operations and Transition to Single-Shift Operations

Services Description: Assist the WRRC in developing an operational framework that supports treatment performance, management of monitoring data, staff utilization, and transition to single-shift WRRC staffing.

Scope of Services

1. Project Initiation and Facility Orientation
   a. Conduct a project kickoff meeting with WRRC staff determined by OWNER. The purpose of this task is to review current WRRC treatment process operations, monitoring practices, and general workflow to support development of the operational framework, with a focus on understanding of the existing facility and staff responsibilities.
   b. Provide draft meeting minutes to OWNER regarding the kickoff meeting discussion and overall project approach. Receive OWNER comments and develop a final meeting minutes, which will be provided as an electronic portable document format (PDF) file.
2. Data Management
   a. Meet with OWNER at the WRRC to review existing data management tools and system.
   b. Review potential data management changes that could be implemented by OWNER to assist in operating the WRRC including process parameters, data display (e.g., dashboards), trending information, and similar data management concepts.
   c. Meet virtually with OWNER to review system updates.
   d. Attend one additional virtual meeting with OWNER, if needed, for review and discussion.
3. Review and Development of WRRC Operational Philosophy
   a. Meet with OWNER's WRRC staff to present and discuss operational training for the major treatment processes and systems at the facility including sampling, screening, grit removal, primary clarification, activated sludge, final clarification, ultraviolet disinfection, waste activated sludge thickening, anaerobic digestion, centrifuge dewatering, and supervisory control and data acquisition. Use ENGINEER's previously developed Microsoft PowerPoint presentations (PPTs) and electronic operation and maintenance manual for the training sessions. (Minor updates will be provided to OWNER for review prior to the meetings, as appropriate.) Up to eight training sessions are anticipated at OWNER's WRRC, each lasting approximately two to three hours on site, to address the following topics:
      (1) Operating conditions and process objectives.
      (2) Process indicators used to evaluate system operation.
      (3) Operational adjustments available to maintain treatment performance.

(4) Indicators of developing process concerns and operator responses.
(5) Interpretations of operational and laboratory data.

b. Update PPTs, as appropriate, based on the discussions and OWNER's comments. Provide updated PPTs to OWNER for operational guidance, practices, and process control indicators for the treatment systems reviewed during the sessions.

4. WRRC Monitoring and Sampling Plan

a. Assist WRRC staff in updating the existing monitoring and sampling plan. The plan updates are intended to assist in monitoring efforts to support plant performance and regulatory compliance while potentially eliminating monitoring activities that the WRRC staff no longer find meaningful, and will include the following elements:

(1) Parameters monitored for regulatory compliance.
(2) Parameters monitored for process control.
(3) Parameters monitored for troubleshooting or performance trending.
(4) Monitoring locations and frequency.
(5) Responsibilities for sample collection, preservation, and analysis.

b. Provide a PDF file of the updated written monitoring and sampling plan to OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $50,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of March 30, 2026. Services are scheduled for completion on October 30, 2026.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF DUBUQUE, IOWA
Joseph M. Bunker 3/23/26	Michael Van Milligen 05/13/2026
Joseph M. Bunker — Date	Michael C. Van Milligen — Date
Corporate Secretary	City Manager

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May 4, 2026

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Proposed Conduit Facilities Agreement With Windstream
SUMMARY:	City Manager recommending City Council approval of a Conduit Facilities Agreement between the City of Dubuque and Windstream providing Windstream with access to conduit to expand fiber services in the City of Dubuque.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Proposed Conduit Facilities Agreement
2. Windstream Cedar Cross Duct Lease Memo
3. Windstream Cedar Cross Duct Lease Agreement 20260422

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

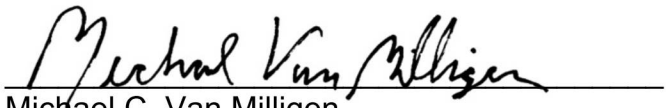
SUBJECT: Proposed Conduit Facilities Agreement

DATE: April 26, 2026

Civil Engineer III David Ness and Sustainable Innovation Consultant David Lyons are recommending City Council approval of a Conduit Facilities Agreement between the City of Dubuque and Windstream providing Windstream with access to conduit to expand fiber services in the City of Dubuque.

Windstream operates a significant internet and communications network in Dubuque. They planned to expand that network to include the Cedar Cross Road area but the limited right-of-way available and costs to obtain additional right-of-way made the project cost prohibitive. The City communicated that it had an available micro-duct along the route needed by Windstream and would be open to collaborating to support their expansion. City and Windstream teams met and developed a proposed Conduit Facilities Agreement under which Windstream would be able to access that micro-duct and in return would reimburse City costs for developing and maintaining its network with a one-time payment of $32,500 .

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 Phihoyos, City Engineer
David Ness, Civil Engineer III
David Lyons, Sustainable Innovation Consultant
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: David Ness, Civil Engineer III
David Lyons, Sustainable Innovation Consultant

DATE: April 22, 2026

RE: Proposed Conduit Facilities Agreement.

INTRODUCTION

The purpose of this memo is to request approval of a Conduit Facilities Agreement between the City of Dubuque and Windstream providing Windstream with access to conduit to expand fiber services in the City of Dubuque.

BACKGROUND

In 2016 the City of Dubuque undertook its Broadband Acceleration Initiative. The Initiative focuses on public/private collaborations and includes a comprehensive strategy to reduce the cost and time required for broadband expansions in Dubuque. Since that time the Initiative has resulted in collaborations with nine separate internet providers, significantly increased access and choice of provider in Dubuque and reduced the City's cost in deploying and maintaining a world class fiber network. Collaborations on fiber and conduit also assist in managing limited right-of-way within the City.

DISCUSSION

Windstream operates a significant internet and communications network in Dubuque. They planned to expand that network to include the Cedar Cross Road area but the limited right-of-way available and costs to obtain additional right-of-way made the project cost prohibitive. The City communicated that it had an available micro-duct along the route needed by Windstream and would be open to collaborating to support their expansion. City and Windstream teams met and developed a proposed Conduit Facilities Agreement under which Windstream would be able to access that micro-duct and in return would reimburse City costs for developing and maintaining its network with a one-time payment of $32,500

This Agreement was originally prepared in 2025 and was executed by Windstream on February 5, 2025. Due to staff turnover and the retirement of a City employee involved in the routing of the document, the Agreement was not completed with the City's signature at that time. The Agreement has since been rediscovered, and staff is now requesting completion of the approval process so the document can be fully executed.

BUDGET IMPACT

There is no negative impact to the City budget as the micro-duct is presently unused and Windstream will be reimbursing the City $32,500 for City's costs in providing this micro-duct and maintaining the City network.

RECOMMENDATION AND ACTION REQUESTED

In order to reduce time and cost for the expansion of internet availability and choice we would respectfully recommend your support of this Agreement and recommendation for approval to the City Council.

cc: Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Jim Bousley, Project Engineer
Joe Pregler, Chief Information Officer

CONDUIT FACILITIES AGREEMENT BETWEEN
THE CITY OF DUBUQUE IOWA
AND
WINDSTREAM

THIS AGREEMENT is made on this 20th_____,day of June_____,2024 by and between the City of Dubuque ("City") and Windstream ("Windstream")

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 City is a political subdivision of the State of Iowa incorporated in accordance with relevant provisions of Iowa law. City's address for purposes of this Agreement is City Hall, 50 W. 13th Street, Dubuque, IA 52001.

1.2 Windstream is a _private corporation_____ who's address for purposes of this Agreement is 4001 N Rodney Parham Rd, Little Rock, AR 72212_____.

SECTION 2. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

"Agreement" means this document including any conduit, equipment and services referenced within this document.

"Designated Conduit" shall mean one 16/12 microduct the location of which is generally described as running from the City vault at the NW corner of the intersection of Center Grove Drive and Cedar Cross Road to the City vault located at 800 Cedar Cross Road.

"Communications Equipment" means facilities or equipment provided, owned, managed or installed by City in, around or on the Designated Conduit.

"City" means the City of Dubuque, Iowa.

"Windstream" means _private corporation_____.

SECTION 3. PARTIES' OBLIGATIONS.

3.1 City shall provide Windstream access and permission to use the designated conduit, as set out in Attachment A, at a one-time cost of $7.00 per linear foot and a one-time extraordinary costs (Bridge) charge of $4,500. (4,000 feet x $7 + $4,500 = $32,500)

3.2 Windstream shall bear the costs of access and use of the designated conduit.

3.3 City or City's authorized contractor shall perform all maintenance on the conduit, including any conduit repairs, restoration, and relocation that becomes necessary during the term of this Agreement. If City incurs any costs associated with conduit repairs, restoration or relocation, Windstream shall reimburse City for fifteen percent (15%) of the cost. If a third party is responsible for the conduit repair, restoration or relocation and City is unable to collect the cost of the repair from the third party, Windstream shall reimburse the City for Windstream's share of the cost of the repair as described above.

3.4 Each party will notify the other if it detects any problems that may interrupt service. Windstream's contact is Stephen Kness_____ at319-538-1985 Stephen.Kness@Windstream.com. City's Coordinator: Dave Ness 563-589-1722 dness@cityofdubuque.org

SECTION 4. TERM. The initial term of this Agreement shall be twenty (20) years from the Acceptance Date (the "Initial Term") unless terminated earlier in accordance with the Termination section of this Agreement. Upon the expiration of the Initial Term, the Agreement may be extended upon the mutual approval consent of the parties.

SECTION 5. EXCLUSION OF WARRANTIES. City makes no warranty to Windstream or any other entity, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the designated conduit or as to any other matter, all of which warranties are hereby expressly excluded and disclaimed.

SECTION 6. INDEMNIFICATION.

6.1 Windstream shall indemnify and hold City harmless from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any officer, agent, or employee of Windstream in the performance of this Agreement.

6.2 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Conduit; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 7. LIMITATION OF LIABILITY. Not withstanding any provision of this

Sensitivity: Internal

Agreement to the contrary, in no event shall either party be liable to the other party for any unforeseeable special, incidental, indirect, punitive or consequential damages, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, for breach of contract or breach of warranty all claims for which damages are hereby specifically waived.

SECTION 8. WINSTREAM EQUIPMENT. Windstream shall have sole responsibility for installation, testing and operation of Windstream fiber or equipment. City shall not be responsible for the operation or maintenance of any Windstream fiber or equipment. City shall not be responsible for the transmission or reception of communications or signals by Windstream's fiber or equipment or for the quality of, or defects in, such transmission or reception.

SECTION98. TERMINATION. Either party may terminate this Agreement for cause if the other party breaches a material obligation of this Agreement and fails to correct the breach within 30 days of receiving written notice of the breach from the non- breaching party.

Sensitivity: Internal

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the Parties in the same manner in which this Agreement was approved

10.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit Mediacom and the City.

10.3 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the District Court of Iowa for Dubuque County.

10.4 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

10.5 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

10.6 Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

10.7 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by receipted hand deliver, by Federal Express, courier, or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

TO CITY:

TO WINDSTREAM:

Sensitivity: Internal

Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days. From time to time, the Parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

10.8 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

.10.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

10.10 Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the parties incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

10.11 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

Sensitivity: Internal

10.12 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

10.13 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

10.14 Taxes. City is a tax-exempt entity and no payment will be made for any taxes for any purpose by City.

10.15 Further Assurances and Corrective Instruments. Windstream agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

10.16 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, which shall not be unduly withheld.

10.17 Insurance. Windstream shall at all times during the performance of this Agreement maintain insurance as set forth in the attached Insurance Schedule.

SECTION 11. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Dated: 05/13/2026

City of Dubuque

Michael C. Van Milligen

Michael C. Van Milligen

Dated: 2-5-25

Windstream

Sarah Hays

Sarah Hays

INSURANCE SCHEDULE A

1. The lessee, licensee, or permittee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. 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 lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to certificate.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

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

9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

Sensitivity: Internal

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 A (Continued)

C) POLLUTION LIABILITY

Sensitivity: Internal

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 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

___ Yes _*__ No

Evidence of property coverage provided: ___ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

_*__ Yes ___ No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

___ Yes __*_ No

If Required Coverage $_____

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Sensitivity: Internal

ATTACHMENT A

Sensitivity: Internal

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

Public Works Concrete Banding and Crack Sealing Project

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 12th 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 Contractor Name (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 **Public Works Concrete Banding and Crack Sealing 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 – all pages or drawings consisting of sheets bearing the following general title:
          Public Works Concrete Banding and Crack Sealing Project.
      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).
      17. Erosion Control Certificate (Section 00900).

18. Consent Decree (Section 01000).

19. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages [redacted] to [redacted] inclusive).

    b. Bidder Status Form (Section 00460).

    c. The following documentation that must be submitted by Contractor prior to Notice of Award.

    i. Contractor Background Information Form (Section 00471)

20. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. Indemnification; 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.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The 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. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

C. 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 $ 178,120.00

CONSENT DECREE
RELATING TO THE PROJECT

20. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to *perform work required by the Consent Decree.*

A copy of the Consent Decree is included in the Contract Documents and can be viewed at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Eastern Iowa Asphalt Maintenance Inc
Contractor

By: _____
Signature

Steve Klingner
Printed Name

Owner
Title

5-5-26
Date

THE CITY AGREES:

21. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT $ 178,120.00

CITY OF DUBUQUE, IOWA:

City Managers Office
Department

By: Michael Van Milligen
Signature

Michael Van Milligen
Printed Name

City Manager
Title

05/12/2026
Date

CONTRACTOR:

Eastern Iowa Asphalt Maintenance Inc
Contractor

By: Steve Kluesner
Signature

Steve Kluesner
Printed Name

Owner
Title

5-5-26
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Asphalt Maintenance, Inc., as Principal (hereinafter the "Contractor" or "Principal") and WESTERN SURETY 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 seventy eight thousand, one hundred twenty dollars ($ 178,120.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 12th 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 **Public Works Concrete Banding and Crack Sealing Project** detail the following described improvements:

> This project includes the rehabilitation of approximately 0.52 centerline miles of concrete pavement along Pennsylvania Avenue and approximately 0.88 centerline miles of concrete pavement along Loras Boulevard. Rehabilitation will consist of 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.

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.

Public Works Concrete Banding and Crack Sealing Project

Witness our hands, in triplicate, this 12th ~~1ST~~ day of May ~~JUNE~~, 2026.

SURETY COUNTERSIGNED BY:

___NOT NEEDED_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

EASTERN IOWA ASPHALT MAINTENANCE, INC
Contractor

By: _____
Signature

Steve Kluesner
Printed Name

President
Title

FORM APPROVED BY:

_____
Representative for Owner

SURETY:

WESTERN SURETY COMPANY_____
Surety Company

By: _____
Signature-Attorney-in-Fact Officer

_RICK M URBAIN_____
Printed Name of Attorney-in-Fact Officer

URBAIN & ASSOCIATES, LLC _____
Company Name

9079 E. TAMARACK DR _____
Company Address

DUBUQUE IA 52003_____
City, State, Zip Code

563-583-7722_____
Company Telephone Number

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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 ====

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67874620

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rick M Urbain

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Eastern Iowa Asphalt Maintenance, Inc

Obligee: City of Dubuque

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67874620 is not issued on or before midnight of July 15th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 1st day of June, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2026

INSURANCE PROVISIONS
SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

Insurance Schedule F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

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 Finance Director. The certificate must clearly indicate the project number and project name, or project description for which it is being provided
   For Example:
   Project # 5521000034
   Project name: Public Works Concrete Banding and Crack Sealing Project
   Or
   Project Location: Pennsylvania Avenue and Loras Boulevard, Dubuque Iowa.

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 Public Works Department of the City of Dubuque.

4. Failure to provide the coverage 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 insurances 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 to various policies shall be attached to the certificate of insurance.

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 limit of liability are higher than the required minimum limit then the contractor's limit shall be this agreement's required limit.

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 CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include endorsement to preserve Governmental Immunity. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the 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.

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.
- Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

D) UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 excavation work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY

Coverage required:_____yes __X__no

Pollution Liability coverage shall be required if project involves any pollution exposures for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) as stated in A(6) above or its equivalent.
3) Include Preservation of Governmental Immunity Endorsement
4) Provide evidence of coverage for 5 years after completion of project.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required:_____yes__X__no

Any contract for construction or demolition work on or within Fifty feet (50') from the edge of the tracks of a railroad or effecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing for which an easement or license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the Certificate of Insurance.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

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

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

==== END OF SECTION 00700 ====

SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

Submitting Department: Public Works

Department Contact: Max O'Brien

Project CIP Number(s): 5521000034

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Public Works Concrete Banding and Crack Sealing Project
Project Description:	This project includes the rehabilitation of approximately 0.52 centerline miles of concrete pavement along Pennsylvania Avenue and approximately 0.88 centerline miles of concrete pavement along Loras Boulevard. Rehabilitation will consist of 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.
Start Date (Bid Opening Date):	April 23, 2026
Final Completion Date:	July 15, 2026

1. **General Prime Contractor:**	Eastern Iowa Asphalt Maintenance, Inc.
Contact Name:	Steve Kluesner
Complete Address: (Include PO Box and Street Information)	104 Rose Court
City, State, Zip Code	Farley, IA 52046
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

2.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

3.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== END OF SECTION 00750 ====

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5 Year Prevent

Quote Number: 11299379
Version: 1
Prepared For: DUBUQUE FIRE DEPT
Attn:

Division: Medical
Rep:
Email:
Phone Number:

GPO: EMS
Quote Date: 04/28/2026
Expiration Date: 05/14/2026
Contract Start: 06/01/2026
Contract End: 05/31/2031

SMR Service Rep Name: Ryan Yoder
SMR Service Rep Email: ryan.yoder@stryker.com

Delivery Address		Bill To Account	
Name:	DUBUQUE FIRE DEPT	Name:	DUBUQUE FIRE DEPT
Account #:	20130152	Account #:	20130152
Address:	11 W 9TH ST	Address:	11 W 9TH ST
	DUBUQUE		DUBUQUE
	Iowa 52001-4839		Iowa 52001-4839

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR √ Preventative Maintenance	60	4	$491.00	15.0%	$2,086.76	$8,347.00
2.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	60	5	$2,423.00	15.0%	$10,297.75	$51,488.75
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	60	6	$2,374.00	15.0%	$10,089.50	$60,537.00
4.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR *12/01/2026 - 05/31/2031* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	54	1	$2,374.00	15.0%	$9,080.55	$9,080.55

ProCare Annual Payment: $25,890.66

Price Totals:

Grand Total: $129,453.30

This is not an Invoice

stryker

5 Year Prevent

Quote Number:	11299379		
Version:	1	Division:	Medical
Prepared For:	DUBUQUE FIRE DEPT	Rep:	
	Attn:	Email:	
		Phone Number:	
GPO:	EMS		
Quote Date:	04/28/2026	SMR Service Rep Name:	Ryan Yoder
		SMR Service Rep Email:	ryan.yoder@stryker.com
Expiration Date:	05/14/2026		
Contract Start:	06/01/2026		
Contract End:	05/31/2031		

Michael C. Van Milligen 05/13/2026
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Michael Van Milligen 05/13/2026
Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Payment Schedule

Starting Balance: **$129,453.30**

Date	Payment	Balance
06/01/2026	$25,890.66	$103,562.64
06/01/2027	$25,890.66	$77,671.98
06/01/2028	$25,890.66	$51,781.32
06/01/2029	$25,890.66	$25,890.66
06/01/2030	$25,890.66	$ -

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431296
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431308
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431317
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431323
2.0	99335-000032	ProCare-SVC-LP35-FIELD-REPAIR	51420623
2.0	99335-000032	ProCare-SVC-LP35-FIELD-REPAIR	51338302
2.0	99335-000032	ProCare-SVC-LP35-FIELD-REPAIR	51338420
2.0	99335-000032	ProCare-SVC-LP35-FIELD-REPAIR	51339240
2.0	99335-000032	ProCare-SVC-LP35-FIELD-REPAIR	51417779
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46870513
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49375270
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48896582
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46810607
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46865989
3.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50655419
4.0	99577-001957U	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50571802

stryker

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.

Your service details are:

Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.

Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:** Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.

Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.

Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.

Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

08/2025
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ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("**Addendum**") is entered into by and between the facility listed on the Quote ("**Customer**") and Stryker Sales, LLC, acting through its Medical Division ("**Stryker**") and modifies the ProCare Medical Quote ("**Quote**"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("**Term**").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "**Services**") to the Equipment set forth on the Quote ("**Equipment**").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance**. Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty**. During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("**PPE**") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance**. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

13. **Background Check**. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
    a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
    b. Employment history verification;
    c. SSN trace, including address history verification;
    d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
    e. FDA Debarment and Disqualified/Restricted List search;
    f. OIG/HHS Exclusion List check;
    g. EPLS/GSA Exclusion List check;
    h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
    i. Motor vehicle check

    During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

15. **Miscellaneous**. No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

****

stryker

5 Year Prevent

Quote Number: 11298747
Version: 1
Prepared For: DUBUQUE FIRE DEPT
Attn:

Division: Medical
Rep:
Email:
Phone Number:

GPO: EMS
Quote Date: 04/27/2026

SMR Service Rep Name: Ryan Yoder
SMR Service Rep Email: ryan.yoder@stryker.com

Expiration Date: 05/14/2026
Contract Start: 06/01/2026
Contract End: 05/31/2031

Delivery Address		**Bill To Account**	
Name:	DUBUQUE FIRE DEPT	Name:	DUBUQUE FIRE DEPT
Account #:	20130152	Account #:	20130152
Address:	11 W 9TH ST	Address:	11 W 9TH ST
	DUBUQUE		DUBUQUE
	Iowa 52001-4839		Iowa 52001-4839

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR √Preventative Maintenance	60	4	$491.00	15.0%	$2,086.75	$8,347.00
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √Parts, Labor, Travel √Preventative Maintenance √ Batteries Service	60	4	$1,852.00	15.0%	$7,871.00	$31,484.00

ProCare Annual Payment: $7,966.20

Price Totals:

Grand Total: $39,831.00

Michael C. Van Milligen 05/13/2026

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

This is not an Invoice

stryker

5 Year Prevent

Quote Number:	11298747		
Version:	1	Division:	Medical
Prepared For:	DUBUQUE FIRE DEPT	Rep:	
	Attn:	Email:	
		Phone Number:	
GPO:	EMS		
Quote Date:	04/27/2026	SMR Service Rep Name:	Ryan Yoder
		SMR Service Rep Email:	ryan.yoder@stryker.com
Expiration Date:	05/14/2026		
Contract Start:	06/01/2026		
Contract End:	05/31/2031		

Authorized Customer Signature 05/13/2026 Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Payment Schedule

Starting Balance: **$39,831.00**

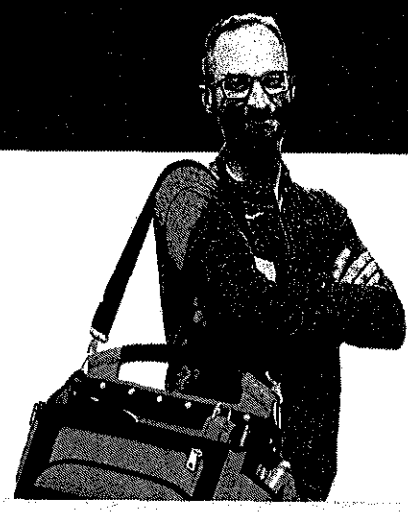
Date	Payment	Balance
06/01/2026	$7,966.20	$31,864.80
06/01/2027	$7,966.20	$23,898.60
06/01/2028	$7,966.20	$15,932.40
06/01/2029	$7,966.20	$7,966.20
06/01/2030	$7,966.20	$ -

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51429866
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431010
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431261
1.0	99512-001261	PROCARE-SVC-AED-FIELD-REPAIR	51431283
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519J189
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519I987
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3519J212
2.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520K801

stryker

ProCare® Services



Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.

Your service details are:

Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.

Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:** Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.

Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.

Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.

Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E. Centre Avenue
Portage, MI 49002 USA

stryker.com

08/2025
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ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("**Addendum**") is entered into by and between the facility listed on the Quote ("**Customer**") and Stryker Sales, LLC, acting through its Medical Division ("**Stryker**") and modifies the ProCare Medical Quote ("**Quote**"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("**Term**").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "**Services**") to the Equipment set forth on the Quote ("**Equipment**").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
   a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
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9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. Insurance. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
    a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
    b. Employment history verification;
    c. SSN trace, including address history verification;
    d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
    e. FDA Debarment and Disqualified/Restricted List search;
    f. OIG/HHS Exclusion List check;
    g. EPLS/GSA Exclusion List check;
    h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
    i. Motor vehicle check

    During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Justine Hull, Traffic Engineer

DATE: May 13, 2026

RE: 2026 Pavement Marking Project

Attached are the Public Improvement Contract and Performance, Payment & Maintenance Bond between the City of Dubuque and Ostrom Painting & Sandblasting, Inc. of Rock Island, IL for the 2026 Pavement Marking Project.

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 Ostrom Painting & Sandblasting, 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 PAVEMENT MARKING PROJECT (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         a. ____(Bond Name)___ (pages __ to __ , inclusive).
         b. ____(Bond Name)___ (pages __ to __ , inclusive).
         c. ____(Bond Name)___ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings - Sheet No. ____through No. ___(00 pages) or drawings consisting of sheets bearing the following general title: ALL
          _____
          _____
      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).

17. Erosion Control Certificate (Section 00900).
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 one (1) year.

13. The City may terminate this Contract with or without cause upon sixty (60) days' written notice delivered to the Contractor.

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

15. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the parties and transmitted by

SECTION 00500 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Contract.

16. Currency. All prices and financial terms referenced herein are intended to be in U.S. dollar and shall remain in U.S. dollars despite any exchange rate.

17. Conflict in Terms. In the event of a conflict between the terms of this Contract and the terms of any of the Contract Documents, the terms of this Contract shall prevail.

18. Legal Compliance.

    a. The Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit D, and hereby represents and warrants that Contractor is in compliance with the same as of the Effective date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

    b. When Applicable:

    Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required b the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

19. Federally Assisted Project.

    Is this project funded fully or in part with federal funds?

    ☐ Yes (if yes, provision a. and b. below apply)

    ☐ x No

    a. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, related labor requirements and regulations and the Federal Wage Determination for this Project.

    b. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

THE CITY AGREES:

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

CONTRACT AMOUNT $247,039.68

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: _____
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

05/14/2026
Date

CONTRACTOR:

Ostrom Paiting & Sandblasting, Inc.
Contractor

By: _____
Signature

Robert Walker
Printed Name

President
Title

5/13/2026
Date

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Ostrom Painting & Sandblasting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Nationwide Mutual 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 Two hundred forty-seven thousand, thirty-nine dollars and sixty-eight cents ($247,039.68), 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 PAVEMENT MARKING PROJECT detail the following described improvements:

> The scope of the project is as follows: furnish, install, maintain, and remove permanent pavement markings to include lines, symbols and legends on City streets and a portion of center lines on Iowa DOT highway routes within the City.

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 **one (1) year** 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 Pavement Marking Project
Location: Citywide street network and Iowa DOT highway system
Project Number: 5521000013

Witness our hands, in triplicate, this 7th day of May, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Tate Featherstone
Printed Name of Agent

220 Emerson Pl., #200
Company Address

Davenport, IA 52801
City, State, Zip Code

563-322-3521
Company Telephone Number

PRINCIPAL:

Ostrom Painting & Sandblasting, Inc.
Contractor

By: _____
Signature

_____
Printed Name Robert Walker, President

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Nationwide Mutual Insurance Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Travis Cutler
Printed Name of Attorney-in-Fact Officer

Arthur J. Gallagher RMS, LLC
Company Name

220 Emerson Pl., #200
Company Address

Davenport, IA 52801
City, State, Zip Code

563-322-3521
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DANIEL P CURRAN; JEFFREY A YOUNG; NICK JOSLYN; TATE FEATHERSTONE; TRAVIS CUTLER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of May, 2026.

Assistant Secretary

BDJ 1(10-25)00

State of Iowa)
) SS
County of Scott)

Travis Cutler personally appeared before me this day and being duly sworn did depose and say that he is Attorney-In-Fact of the Surety; he knows the seal of said Corporation; and that he signed and affixed said seal to this instrument by authority granted to him in accordance with the by-laws of said Corporation.

Dated: May 7, 2026

Deborah Christine Korthaus
Notary Public - Deborah Christine Korthaus

My Commission Expires: 04/25/2029

DEBORAH CHRISTINE KORTHAUS
Notarial Seal, Iowa
Commission Number 847653
My Commission Expires 4-25-29

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Duane Richter, Traffic Engineer

DATE: May 14, 2026

RE: RaDD Network Solutions Sole Source for Splice Capsules

Attached are a quote and sole source with RaDD Network Solutions for splice capsules used to terminate fiber within fiber vaults. RaDD Network Solutions is the only vendor that manufactures these splice capsules.

Funding will be from 557500002 (Inet Fiber Build Out).

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 voidance or termination of a warranty, or the procurement would prevent default under a contract or other obligation.

Department Engineering Date 5/14/2026

Contact Name Duane Richter

Vendor RaDD Network Solutions

Amount $ 6,391.45

Department Approval _____ Date 5/14/26

City Manager or Designee Approval _____ Date 5/14/2026

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 is the splice capsules used to terminated fiber with in the fiber vaults located around town

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 they are the provider and manufacture of the splice capsules.

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 looked for other providers but they are more expansive and are not made in the same.

5) How did you determine that the vendor's price was reasonable We compared the prices from the last order past purchases.

RaDD Network Solutions, Inc.
1010 Centennial St
Green Bay, WI 54304
United States

Quote

Quote #:	QUO8892
Project Name:	Splice Cases-OC250/500/750
Estimate Date:	5/11/2026
Expiration Date:	5/18/2026
Terms:	Net 30
Shipping Method:	TBD
Shipping Term:	PP & Add

Ship To:

City of Dubuque - Engineering Depart
925 Kerper Ct.
Dubuque, IA 52001
United States

Bill To:

City of Dubuque - Engineering Dept
50 W 13th Street
Dubuque, IA 52001
United States

Line	Item	Quantity	Rate	Amount	Est. Lead Time
1	**30-12017.Ac - Double Stack Splice Holder** Splice Accessories, Opticonn 500, Double Stack Splice Holder For Up to 24 Splices, Price/Each	12	3.0600	$36.72	7 in stock, Remaining in 10-12 weeks ARO
2	**30-10093.02Ac - Opticonn 750 Splice Case** Splice Enclosures, Opticonn 750 Dome Fiber Closure, Standard 2 port Gel Block in all three locations, with Flex Basket, 2 Short Trays, Flash Valve Installed, Grounding Lugs Installed, Standard Accessories, Price/Each	2	462.6670	$925.33	In stock
3	**30-11019.Ac Splice Tray** Splice Tray, Opticonn 750, Short Tray Assembly, Price/Each	12	21.7300	$260.76	In stock
4	**30-10053.02Ac - Opticonn 500 Splice Case** Splice Enclosures, Opticonn 500 Dome Fiber Closure, Includes: (2) Port Gel Blocks in all Three Locations, Flex Basket Installed, (2) Short Trays, Flash Valve Installed, Price/Each	5	376.9300	$1,884.65	2 in stock; Remaining in 10-12 weeks ARO
5	**30-11011.Ac - Splice Tray** Splice Tray, Opticonn 500 Short, 12.5mm Port, Price/Each	20	21.9700	$439.40	In stock
6	**30-10070.02Ac - Opticonn 250 Splice Case** Splice Enclosures, Opticonn 250 Dome Fiber Closure, Standard 2 port Gel Block in all two location, Flex Basket, (2) Short Trays, Flash Valve and Grounding Lugs Installed, Price/Each	2	265.9700	$531.94	3-4 weeks
7	**30-11024.Ac - OC250 Short Tray w/SC/APC Fully Loaded Adapter Plate** Splice Tray, Opticonn 250, Short Tray with SC/APC Fully Loaded Adapter Plate, Price/Eachh	4	107.0000	$428.00	10-12 weeks ARO

Subtotal	$4,506.80
Shipping Cost	$0.00
Tax Total (7%)	$0.00
Total (USD)	$4,506.80

Pricing is valid until the expiration date noted on this estimate and is subject to change if modifications in global trade agreements, tariffs, or import/export regulations affect materials or shipping costs. Estimated Lead Times are subject to change and will be reevaluated upon receipt of purchase order. Pricing and lead times are subject to Force Majeure.

RaDD Network Solutions, Inc.
1010 Centennial St
Green Bay, WI 54304
United States

Quote

Quote #:	QUO8892
Project Name:	Splice Cases-OC250/500/750
Estimate Date:	5/11/2026
Expiration Date:	5/18/2026
Terms:	Net 30
Shipping Method:	TBD
Shipping Term:	PP & Add

Shipping Cost is subject to change

Additional Details

Pricing is valid until the expiration date noted on this estimate and is subject to change if modifications in global trade agreements, tariffs, or import/export regulations affect materials or shipping costs. Estimated Lead Times are subject to change and will be reevaluated upon receipt of purchase order. Pricing and lead times are subject to Force Majeure.

City of Dubuque
46 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Dubuque Sign Company
(Vendor Name)
210 Cedar Cross Rd, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: Sign Replacement / Repairs 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:

Sign Replacement for Transportation Services for Iowa Street Ramp, Central Street Ramp, 5th Street Ramp
Labor, materials and electrical permit to provide primary electrical wiring for 2 Parking Signs at each ramp.
Provide and install (6) double-sided internally illuminated "Parking" signs.

The work described above shall be completed at the following location(s):

Iowa St Ramp, 5th St Ramp, Central Ramp

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

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

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

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

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

  Check Appropriate Box

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

  ☐ Insurance Schedule G – Vendors

  ☑ Insurance Schedule J – Professional Services
- Other:

  _____

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

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

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

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

7. Indemnification; Liability for City Damage

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

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

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

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

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

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

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

THE CITY AGREES:

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

CONTRACT AMOUNT $ 21,180.27

CITY OF DUBUQUE, IOWA

By: _____ 05/18/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Dubuque Sign Company
Company Name

By: Katelyn Wolff Digitally signed by Katelyn Wolff Date: 2026.05.15 08:00:49 -05'00' 05/15/26
Signature — Date

Katelyn Wolff
Printed Name

Administrative Assistant
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ___ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

C) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide “extended reporting” coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer’s Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
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Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
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2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

Public Works Asphalt Profile Milling Services Project

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 19th 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 WK Construction Co., 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 **Public Works Asphalt Profile Milling Services 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: NONE
         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 – all pages or drawings consisting of sheets bearing the following general title:
          Public Works Asphalt Profile Milling Services Project.
      12. Addenda (numbers _1_ to _2_ , 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. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages ____ to ____ inclusive).
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
    i. Contractor Background Information Form (Section 00471) submitted 5/8/26
20. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. Indemnification; 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.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The 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. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

C. 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).

CONSENT DECREE
RELATING TO THE PROJECT

20. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

WK Construction Co., Inc
Contractor

By: NOT APPLICABLE
Signature

Joshua W. Kahl
Printed Name

Secretary
Title

_____
Date

THE CITY AGREES:

21. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT $ 135,229.47

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael Van Milligen
Printed Name

City Manger
Title

05/19/2026
Date

CONTRACTOR:

WK Construction Co., Inc
Contractor

By: Joshua W. Kahl
Signature

Joshua W. Kahl
Printed Name

Secretary
Title

5/19/2026
Date

==== END OF SECTION 00500 ====

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PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

Bond Number: 9479599

KNOW ALL BY THESE PRESENTS:

That we, W K Construction Company, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Fidelity and Deposit Company of Maryland, 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 Thirty-five Thousand Two Hundred Twenty-nine & 47/100 dollars ($ 135,229.47), 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 19th day of May, 20 26, (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 **Public Works Asphalt Profile Milling Services Project** detail the following described improvements:

> This project includes the asphalt profile milling of approximately 10.19 miles amongst 64 street sections throughout the City of Dubuque. The project is broken up into 5 distinct project phase areas.

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.

Public Works Asphalt Profile Milling Services Project

Witness our hands, in triplicate, this 19th day of May, 20 26.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

W K Construction Company, Inc.
Contractor

By: Joshua W. Kahl - Secretary
Signature

Joshua W. Kahl
Printed Name

Title

FORM APPROVED BY:

Michael Van Gelder
Representative for Owner

SURETY:

Fidelity and Deposit Company of Maryland
Surety Company

By:
Signature Attorney-in-Fact Officer

Edward F. Sobieski
Printed Name of Attorney-in-Fact Officer

Hausmann Group Inc.
Company Name

740 Regent St., Suite 400
Company Address

Madison, WI 53715
City, State, Zip Code

(608) 252-9622
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 ====

NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS
7735 Old Georgetown Road, Suite 900
Bethesda, MD 20814
Tel: 240.200.1270
Fax: 240.200.1295
www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lynn E. POTTER, Jenny L. HIRTH, Edward F. SOBIESKI, Patrick A. MCKENNA, Jay A. ZAHN, Jonathan LUCAS, Christopher HOVDEN, its true and lawful agent and Attorney-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 and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of December, A.D. 2025,

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 26th day of December, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of May, 2026.

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1872 NEW YORK

American Casualty Company of Reading, Pennsylvania CORPORATE SEAL 1906

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OUT-OF-STATE CONTRACTOR BOND

SECTION 00610

An out-of-state Contractor must either file a surety Bond, as provided in Iowa Code section 91C.7, with the Iowa Division of Labor Services in the amount of twenty-five thousand dollars ($25,000) for a one (1) year period or must provide a statement to the Iowa Division of Labor Services that the contractor is prequalified to Bid on projects for the Iowa Department of Transportation pursuant to Iowa Code Section 314.1

An out-of-state Contractor, before commencing a contract in excess of five thousand dollars ($5,000) in value of Iowa, must file a Bond with the Iowa Division of Labor Services of the Iowa Department of Workforce Development. A Surety Bond filed pursuant to Iowa Code section 91C.2 must be executed by a surety company authorized to do business in this state, and the Bond must be continuous in nature until canceled by the Surety with not less than thirty (30) days; written notice to the contractor and to the Division of Labor Services of the Iowa Department of Workforce Development in dictating the surety's desire to cancel the Bond. The Surety company is liable under the Bond for any contract commenced after the cancellation of the Bond. The Bond must be in the sum of the greater of the following:

(1) One thousand dollars ($1,000.00); or

(2) Five percent (5%) of the contract price

An out-of-state Contractor may file a blanket Bond in an amount at least equal to fifty thousand dollars ($50,000) for a two (2) year period in lieu of filing an individual Bond for each Contract. The Division of Labor Services of the Iowa Department of Workforce Development may increase the Bond amount after a hearing.

More information about how to file an out-of-state contractor bond can be found at the Iowa Workforce Development website at https://www.iowacontractor.gov/contractor-registration

==== END OF SECTION 00610 ====

See attached bonds

#13

ZURICH

Zurich Surety

Surety Service Center
1299 Zurich Way
Schaumburg, IL 60196

Bond No. 8975750

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: W. K. Construction Co., Inc.

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. 8975750, with an effective date of the 10th day of June, 2010 in the penalty of :

Twenty Five Thousand and 00/100

Dollars ($25,000.00)

In Favor of: State of Iowa, Division of Labor

do hereby continue said bond in force for the further term(s) of 1 years(s) beginning on the 10th day of June, 2025 and ending on the 10th day of June, 2026.

Out-Of-State Contractor Bond

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 12th day of March, 2025

Witness:

William Kuhl - President — Principal — None ~~(SEAL)~~

Secretary — Principal — None ~~(SEAL)~~

(SEAL)
Principal

Fidelity and Deposit Company of Maryland

BY: Candy L. Browning

Candy L. Browning, Attorney-in-fact

LPM 90001 Ed.(08/16)

LPM8975750

Bond Number

State of Iowa, Division of Labor

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher J. Nolan, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appointCandy L. Browning, its true and lawful agent and Attorney-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 and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY,** and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of March, A.D. 2025 .

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher J. Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland

County of Baltimore

On this 12th day of March, A.D. 2025 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher J. Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GEN00011 Ed.(07/24)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of March , 2025 .

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

d13

ZURICH

Zurich Surety

Surety Service Center
1299 Zurich Way
Schaumburg, IL 60196

Bond No. LPM8975750

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: W. K. Construction Co., Inc.

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. LPM8975750, with an effective date of the 10th day of June, 2010 in the penalty of :

Twenty Five Thousand and 00/100

Dollars ($25,000.00)

In Favor of: State of Iowa, Division of Labor

do hereby continue said bond in force for the further term(s) of 1 years(s) beginning on the 10th day of June, 2026 and ending on the 10th day of June, 2027.

Out-Of-State Contractor Bond

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 12th day of March, 2026

Witness:

William Kahl - Pres (SEAL) NONE
William Kahl - President Principal

Joshua W Kahl (SEAL) NONE
Joshua W Kahl - Secretary Principal

(SEAL)
Principal

Fidelity and Deposit Company of Maryland

BY: Candy L. Browning

Candy L. Browning, Attorney-in-fact

LPM 90001 Ed.(08/16)

LPM8975750

Bond Number

State of Iowa, Division of Labor

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

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ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher J. Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland

County of Baltimore

On this 12th day of March, A.D. 2026 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher J. Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

GEN00011 Ed.(04/25)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of March, 2026.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
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Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

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INSURANCE PROVISIONS

SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

Insurance Schedule F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

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 Finance Director. The certificate must clearly indicate the project number and project name, or project description for which it is being provided
   For Example:
   Project # 5421000003
   Project name: Public Works Asphalt Profile Milling Services Project
   Or
   Project Location: various locations in Dubuque, Iowa.

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 Public Works Department of the City of Dubuque.

4. Failure to provide the coverage 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 insurances 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 to various policies shall be attached to the certificate of insurance.

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 limit of liability are higher than the required minimum limit then the contractor's limit shall be this agreement's required limit.

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 CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include endorsement to preserve Governmental Immunity. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the 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.

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.
- Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

D) UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 excavation work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY

Coverage required:_____yes __X__no

Pollution Liability coverage shall be required if project involves any pollution exposures for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) as stated in A(6) above or its equivalent.
3) Include Preservation of Governmental Immunity Endorsement
4) Provide evidence of coverage for 5 years after completion of project.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required:_____yes__X__no

Any contract for construction or demolition work on or within Fifty feet (50') from the edge of the tracks of a railroad or effecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing for which an easement or license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the Certificate of Insurance.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

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

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

==== END OF SECTION 00700 ====

WKCONST-01 ESAWICKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hausmann Group, Inc. 740 Regent Street 4th Floor PO Box 259408 Madison, WI 53725-9408	PHONE (A/C, No, Ext): (608) 257-3795	FAX (A/C, No): (608) 257-4324
	E-MAIL ADDRESS: commercial@myhaus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Insurance Company	15350
INSURED	INSURER B :	
W K Construction Company, Inc. 4292 Twin Valley Rd Middleton, WI 53562-4333	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 2026** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	B450698	10/25/2025	10/25/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			B450698	10/25/2025	10/25/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			B450698	10/25/2025	10/25/2026	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	B450732	10/25/2025	10/25/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			B450698	10/25/2025	10/25/2026	Limit	900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #5421000003, Public Works Asphalt Profile Milling Services Project

When required in written contract, 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, are Additional Insured on a primary and non-contributory basis with respect to General Liability including ongoing and completed operations. Waivers of subrogation applies in favor of the Additional Insured with respect to General Liability and Workers Compensation.

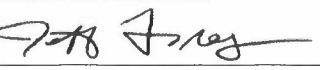
CERTIFICATE HOLDER

City of Dubuque
Public Works Department
925 Kerper Court
Dubuque, IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

Submitting Department: Public Works

Department Contact: Brian Wulfekuhle

Project CIP Number(s): 5421000003

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Public Works Asphalt Profile Milling Services Project
Project Description:	This project includes the asphalt profile milling of approximately 10.19 miles amongst 64 street sections throughout the City of Dubuque. The project is broken up into 5 distinct project phase areas.
Start Date (Bid Opening Date):	May 7, 2026
Final Completion Date:	October 2, 2026
1. **General Prime Contractor:**	WK Construction Co., Inc
Contact Name:	Josh Kahl
Complete Address: (Include PO Box and Street Information)	4292 Twin Valley Road
City, State, Zip Code	Middleton, WI 53562
Telephone Number:	608-836-4424
Federal I.D. Number: (or Include Social Security Number)	39-1418888
Work Type to be Completed:	Asphalt Profile Milling

2.	**Subcontractor:**	NONE
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

3.	**Subcontractor:**	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== END OF SECTION 00750 ====

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Engineering Department
50. W. 13th Street
Dubuque, IA 52001
(563) 589-4270

NOTICE TO PROCEED
SECTION 00850

TO: CONTRACTOR NAME
ADDRESS
CITY, STATE ZIP

ISSUE DATE: _____

COMMENCEMENT DATE: _____
(INSERT DATE = 10 DAYS FROM ISSUING NOTICE TO PROCEED)

PROJECT: Public Works Asphalt Profile Milling Services Project

Dear Mr. Kahl :

You are hereby notified to commence the work on the Project, on or before the commencement date, in accordance with the Contract Documents.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

THE CITY HAS RECEIVED A COPY OF THE CONTRACTOR'S WRITTEN SAFETY PROGRAM

☐ YES

CITY OF DUBUQUE, IOWA

By: _____
(Signature)
Max O'Brien
(Name)
Assistant Public Works Director – Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 14th day of May, 2024.

PRINCIPAL:

W K Construction Co., Inc
(Contractor)

By: _____
(Signature)
Joshua W. Kahl
(Name)
Secretary
(Title)

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SITE CONDITION INFORMATION

SECTION 00775

775.1 SUBSURFACE CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following report(s) and drawing(s) of explorations and tests of subsurface conditions at the Site:

1) Geotechnical Engineering Report prepared by N/A
Date: _____

Pages: _____

No geotechnical data was collected for this project design.

The technical data in the above report(s), upon which the Contractor may rely, consists of boring logs, test results, and boring locations all as of the date made. Engineer accepts no responsibility for accuracy of the soil data or water level information. Soil information, included with these Contract Documents, was not obtained for the purposes of designing excavations and trenches. Contractor shall assure itself by personal examination as to subsurface conditions and shall provide its own investigations and make its own assumptions to comply with OSHA and any other applicable laws and regulations regarding excavation and trenching requirements.

775.2 PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following drawing(s) of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site:

1) Drawings prepared by City of Dubuque, Engineering Department.

Title: Public Works Asphalt Profile Milling Services Project

Date: April 20, 2026

Pages: all pages

775.3 HAZARDOUS ENVIRONMENTAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following reports(s) known to the owner of hazardous environmental conditions at the Site:

1) Phase I Environmental Site Assessment Study prepared by N/A

Title: _____

Date: _____

2) Phase II Environmental Site Assessment Study prepared by N/A

Title: _____

Date: _____

3) Soil and Groundwater Management Plan prepared by N/A

Title: _____

Date: _____

The technical data in the above report(s), upon which the Contractor may rely, consists of test results all as of the date made. Contractor must not remove, disturb or remediate any Hazardous Environmental Conditions encountered, uncovered or revealed at the Project Area, unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of work.

==== END OF SECTION 00775 ====

CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:
Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Finally Complete by July 15, 2026. Please see 800.3 below for incentive information.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.

2. Delays caused by the City.

3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

A. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, $800 per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

==== END OF SECTION 00800 ====

EROSION CONTROL CERTIFICATION

SECTION 00900

Dated: 5/19/2026

City: DUBUQUE IOWA

Address: _____

_____

Project: Public Works Asphalt Profile Milling Services Project

Contract No. _____

Description: This project includes the asphalt profile milling of approximately 10.19 miles amongst 64 street sections throughout the City of Dubuque. The project is broken up into 5 distinct project phase areas.

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: WK Construction Co., Inc

By: _____

(Authorized Signature) Joshua W. Kahl

Secretary

(Title)

==== END OF SECTION 00900 ====

CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER POLLUTION CONTROL PLANT
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER POLLUTION CONTROL PLANT OR THE SEWER COLLECTION 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
https://www.cityofdubuque.org/DocumentCenter/View/45550/ConsentDecreeFinal-2?bidId=
A paper copy is available upon request.

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: WK Construction Co., Inc

By: NOT APPLICABLE

Its _____

Date: _____

Return signed copy to:

Max O'Brien
Public Works Department
925 Kerper Court
Dubuque IA 52001
mobrien@cityofdubuque.org

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

LORAS BOULEVARD RECONSTRUCTION AND REPAIRS

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 19th 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 Eastern Iowa Excavating & Concrete, LLC (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 **LORAS BOULEVARD RECONSTRUCTION AND REPAIRS**

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 – All pages or drawings consisting of sheets bearing the following general title:

          LORAS BOULEVARD RECONSTRUCTION AND REPAIRS

      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. 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.
    d. Contractor Background Information Form (Section 00471)

20. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. Indemnification; 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.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The 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. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

C. 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).

CONSENT DECREE
RELATING TO THE PROJECT

20. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Eastern Iowa Excavating & Concrete, LLC
Contractor

By: _____
Signature

Chad Demmer
Printed Name

Owner
Title

5-13-2026
Date

THE CITY AGREES:

21. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT $ 405,706.20

CITY OF DUBUQUE, IOWA:

City Mangers Office
Department

By: Michael Van Milligen
Signature

Michael Van Milligen
Printed Name

City Manager
Title

05/19/2026
Date

CONTRACTOR:

Eastern Iowa Excavating & Concrete, LLC
Contractor

By:
Signature

Chad Demmer
Printed Name

Owner
Title

5-13-2026
Date

==== END OF SECTION 00500 ====

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Bond Number: 101788242

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating & Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of four hundred five thousand seven hundred six dollars and twenty cents ($405,706.20), 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 19th 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 Loras Boulevard Reconstruction and Repairs detail the following described improvements:

> The 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 650 lineal feet of new curb and gutter, placement of 1,450 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" wide 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.

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.

CIP # 5521000018-110-67990 AND 5521000018-301-67990

Witness our hands, in triplicate, this 19th day of May, 2026.

SURETY COUNTERSIGNED BY:

Not Required

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Eastern Iowa Excavating & Concrete, LLC
Contractor

By: Signature

Chad Demaree
Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Merchants National Bonding, Inc.
Surety Company

By: Jamie Gifford
Signature Attorney-in-Fact Officer

Jamie Gifford, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ===

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **19th** day of **May** , **2026** .

Secretary

POA 0018 (5/25)

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

Submitting Department: PUBLIC WORKS

Department Contact: MAXWELL O'BRIEN

Project CIP Number(s): 5521000018-110-67990 AND 5521000018-301-67990

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	**LORAS BOULEVARD RECONSTRUCTION AND REPAIRS**
Project Description:	The 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 curb and gutter, PCC pavement, PCC sidewalk, erosion control, and other necessary measures to complete the work.
Start Date (Bid Opening Date):	May 7, 2026
Final Completion Date:	July 17, 2026
1. **General Prime Contractor:**	Eastern Iowa Excavating & Concrete, LLC
Contact Name:	
Complete Address: (Include PO Box and Street Information)	121 Nixon Street SE
City, State, Zip Code	Cascade, IA 52033
Telephone Number:	563-852-5120
Federal I.D. Number: (or Include Social Security Number)	20-0546345
Work Type to be Completed:	General Contractor

2.	**Subcontractor:**	Selco, Inc.
	Complete Address: (Include PO Box and Street Information)	210 Second St. P.O. Box 137
	City, State, Zip Code	East Dubuque, IL 61025
	Telephone Number:	815-554-6594
	Federal I.D. Number: (or Include Social Security Number)	42-1020126
	Work Type to be Completed:	Traffic Control

3.	**Subcontractor:**	Eastern Iowa Asphalt Maintenance Inc.
	Complete Address: (Include PO Box and Street Information)	105 Rose Ct. P.O. Box 181
	City, State, Zip Code	Farley, IA 52046
	Telephone Number:	563-744-3446
	Federal I.D. Number: (or Include Social Security Number)	20-4958133
	Work Type to be Completed:	Crack & Joint Cleaning, Filling

==== END OF SECTION 00750 ====

CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER POLLUTION CONTROL PLANT
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER POLLUTION CONTROL PLANT OR THE SEWER COLLECTION 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
https://www.cityofdubuque.org/DocumentCenter/View/45550/ConsentDecreeFinal-2?bidId=
A paper copy is available upon request.

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: Eastern Iowa Excavating & Concrete, LLC

By: Chad Demmer, Owner

Its _____

Date: 5-18-2026

Return signed copy to:

Maxwell O'Brien, PE
Public Works Department
50 W 13th Street
Dubuque, IA 52001
mobrien@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Finance Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4398

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 College Lawn Service and Snow Removal LLC
(Vendor Name)
1087 Cedar Cross Road, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: City of Dubuque Grass Mowing 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:
City of Dubuque Grass Mowing Services

The work described above shall be completed at the following location(s):
Multiple City locations per bid submittal location document.

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 October 31, 2027 (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 $ See attached Bid Pricing Submittal Form from the bid response.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen

05/20/2026
Date

VENDOR:

College Lawn Service and Snow Removal LLC
Company Name

By: _____
Signature

4/24/26
Date

Douglas James Reibling
Printed Name

Owner
Title

College Lawn Service
James Reibling
P.O. Box 1572
Dubuque, IA 52004
563-557-6071
collegelawn7@gmail.com

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: Grass Mowing Services or Project Location at Multiple City Locations 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 Finance Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes X No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

ATTACHMENT C

BID SUBMITTAL FORMS

For

GRASS MOWING SERVICES

FORM NAME	PAGE
General Company Information Form.....	23
Bid Pricing Submittal Form	25
Signature Page Form	26

GENERAL COMPANY INFORMATION FORM

Company Name: College Lawn Service & Snow Removal LLC

Company Address: 1087 Cedar Cross Rd, Dubuque IA 52003 Mailing PO Box 1572, Dubuque IA 52004

General Description of the Company: We are a family owned and operated company that specializes in lawn mowing and snow removal. We serve many Dubuque businesses and homes, maintaining relationships by keeping promises and doing excellent work.

Type of Organization (franchise, corporation, partnership, etc.): Sole proprietor

Number of Years in Business: 33

REFERENCES

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number).

REFERENCE #1

Name: Hills and Dales

Address: 1011 Davis Street, Dubuque IA 52003 Many addresses serviced

Contact Person & Phone: 608-642-3495

Date & Description of Job: Weekly mowing and lawn maintenance. Full service snow removal in winter. All their facilities and houses. Very high maintenence

Contract Value: $95,000

REFERENCE #2

Name: Area Residential Care

Address: 3355 Kennedy Circle, Dubuque IA 52003 Many addresses serviced

Contact Person & Phone: 563-564-5703 Todd Ellison

Date & Description of Job: Weekly mowing and lawn maintenence. Full service snow removal in winter. All their facilities and houses. Very high maintenance

Contract Value: $75,000

REFERENCE #3

Name: Fischer Companies

Address: 290 Main St, Dubuque IA 52003 Multiple addresses serviced, residental and commercial

Contact Person & Phone: 563-599-1466 Ron Helbing

Date & Description of Job: Weekly lawn mowing and weed control on the Fischer properties downtown

Contract Value: $13,000

PERSONNEL

Name and Title of Person Overseeing the City Account: Douglas James Reibling

Office Phone: 563-557-6071 **Mobile:** 563-557-6071 **Email:** Collegelawn7@gmail.com

Names, Titles, and Years of Experience of Persons Expected to Service the City Account:

Randy Sylvester, Laborer, 22 years. Duane Coulson, Laborer, 12 years. Owen Reibling, Laborer, 4 years.
Edward McMillan, Manager, 7 years.

SAFETY RECORD

Has your company received an OSHA violation in the past five (5) years? ____ Yes __x__ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

BID PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

BID SHEETS:

Please see the attached bid sheets. Bid sheets must be filled out in their entirety.

CONTRACT RENEWAL OPTION:

The City of Dubuque reserves the right to renew this contract for up to (2) two additional (2) year contract periods, if agreeable to both the City and the contractor at renewal time. Prices are to remain firm throughout each contract period. Renewal periods are further subject to approval by the City Manager.

An Approved Signed Contract and Purchase Order Will be the Documents that Authorize Work to Begin

Name of Company: College Lawn Service & Snow Removal LLC

Authorized Signature: Ed Mcmillan

Date: 4-14-26

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: College Lawn Service & Snow Removal LLC

Address: 1087 Cedar Cross Rd

City: Dubuque County: Dubuque State: Iowa Zip: 52003

Authorized Representative (print): Edward McMillan

Authorized Signature: Ed Mcmillan

Date: 4-14-26 E-Mail: Collegelawn7@gmail.com

Phone #: 563-557-6071

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA (it is the Bidder's responsibility to check for issuance of any addenda)
The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: 1 Date: 4-8-26 Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchase? X Yes _____ No

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this Discount Apply to Payments made by Visa? _____ Yes _____ No

	Bid Pricing Submittal Form			
	GRASS MOWING BID B			
	Bid sheet must be filled out in its entirety			
DEPARTMENT	ASSIGNED TO	FULL ADDRESS	LOCATION	PRICE
Parks	Contractor	W 32nd St	32nd St Detention Basin	2,739.80
Parks	Contractor	1545 S GRANDVIEW AVE	Grandview Rockdale Open Space	1,120
Parks	Contractor	3425 PENNSYLVANIA AVE	North Fork Trail	1,675 80
Parks	Contractor	600 WILSON AVE (Alley East)	Hilltop Park	2,500.40
Parks	Contractor	830 KANE ST	Elmwood Green Park	1,120
Parks	Contractor	2095 HARPY EAGLE COURT	Eagle Valley Park	2,500.40
Parks	Contractor	2833 BURLINGTON ST	Gay Park	12,768
Parks	Contractor	2701 BURDEN AVE	Burden Park	4,096.40
Parks	Contractor	2825 HILLCREST RD	Hillcrest Park	4,256
Parks	Contractor	655 UNIVERSITY AVE	Jefferson Park	1,090.6
Parks	Contractor	2501 N GRANDVIEW AVE	Pet Park	4,522
Parks	Contractor	500 Avon St	Avon Park	1,120
Parks	Contractor	625 CLEVELAND AVE	Cleveland Park	1,862
Parks	Contractor	1701 EARL DR	Falk Park	1,862
Parks	Contractor	2350 HARVEST VIEW DR	Harvest View Park	3,458
Parks	Contractor	1824 N MAIN ST	Madison Park	3,192
Parks	Contractor	3356 LUNAR DR	Riley Park	1,120
Parks	Contractor	4900 GABRIEL DR	Teddy Bear Park	2,261
Parks	Contractor	600 Cooper Pl	Waller Cooper Park	1,330
Parking	Contractor	328 E 10TH ST	Intermodal Ramp including Elm St. between 9th and 10th.	1,120
Parking	Contractor	538 E. 12th St.	12th and Elm parking lot	1,143 80
Parking	Contractor	390 12th St.	Volv - City parking lot	1,120
Water Mowing Area	Contractor	1993 Sky Blue Dr.	Roosevelt Water Tower	3,271.80
Water Mowing Area	Contractor	2690 Rhomberg Ave.	Well 6 Pump Station	1,120
Water Mowing Area	Contractor	2449 N Grandview Ave	Bunker Hill Pump Station	1,120
Water Mowing Area	Contractor	409 Gay St	Park Hill Tank	1,120
Water Mowing Area	Contractor	701 Mt Carmel Rd	Mt Carmel Pump Station	1,120
Water Mowing Area	Contractor	3859 Central Ave	Olympic Hts Pump Station	1,120
Water Mowing Area	Contractor	3361 Kennedy Rd	Soccer Tank	2,984.52
Water Mowing Area	Contractor	1902 Hawthorne St	Eagle Point Water Plant	4,032.56
Water Mowing Area	Contractor	4134 Pennsylvania Ave	Pennsylvania Tank	1,973.72
Water Mowing Area	Contractor	3036 Asbury Rd	Asbury Tank	1,452.36
Water Mowing Area	Contractor	750 W 3rd St	West 3rd Reservoir	4,952 92
Water Mowing Area	Contractor	1515 W 3rd St	College Tank	1,120
Water Mowing Area	Contractor	8113 HWY 61	Airport Pump Station #1	2,596.16
Water Mowing Area	Contractor	9699 Royal Wood Dr	Vernon Water Tower	2,840.88
Water Mowing Area	Contractor	535 Stone Valley Dr	English Mill Pump Station	1,120
Water Mowing Area	Contractor	10612 Jet Center Dr	Airport Pump Station #2	7,009.10
WRRC Mowing Area	Contractor	Hawthorne St Detention Basin	Hawthorne St Detention Basin	1,356.60
WRRC Mowing Area	Contractor	3198 Arboretum Dr	Arbor Dr Lift Station	1,120
WRRC Mowing Area	Contractor	2250 Radford Rd	Asbury Flow Station	1,120
WRRC Mowing Area	Contractor	8896 Mar Jo Quarry Rd	Catfish Lift Station	1,120
WRRC Mowing Area	Contractor	2989 Plaza Dr	Plaza Dr #1	1,120
WRRC Mowing Area	Contractor	3210 Plaza Dr	Plaza Dr #2	1,120
WRRC Mowing Area	Contractor	795 Julien Dubuque Dr	WRRC 1/ 2 weeks	10,542.91
WRRC Mowing Area	Contractor	3402 Arrowwood Ln	Arbor Estates Pump Station	1,120
WRRC Mowing Area	Contractor	717 Perry St	Perry St Lift Station	1,120
WRRC Mowing Area	Contractor	Timothy Dr	Twin Ridge Lagoons- Monthly	952.28
WRRC Mowing Area	Contractor	Timothy Dr (Perimeter)	Twin Ridge Lagoons 1/ 2 weeks	2,488.5
WRRC Mowing Area	Contractor	Rustic Point Estate Phase 1- Derby Grange	Rustic Point Detention Basin	1,968.40
Engineering	Contractor	Danlin Ct	Danlin Ct Detention Basin 1/2 Weeks	1,037.40
Engineering	Contractor	Northwest Arterial Detention Basin	Northwest Arterial Detention Basin-Monthly	2,261
Engineering	Contractor	Hibiscus Detention Basin	Hibiscus Detention Basin 1/2 Weeks	598.5
Engineering	Contractor	Indiana Court Detention Basin	Indiana Court Detention Basin 1/2 Weeks	560
Engineering	Contractor	Lobo Court Detention Basin	Lobo Court Detention Basin 1/2 Weeks	560
Engineering	Contractor	Tanzanite Detention Basin	Tanzanite Detention Basin 1/2 Weeks	560
Engineering	Contractor	Westbrook Sub- Phase 1-C	Westbrook Sub- Monthly	305.9
Engineering	Contractor	Westbrook Sub- Phase 2-O	Westbrook Sub- Monthly	266
Engineering	Contractor	Westbrook Sub- Phase 2-P	Westbrook Sub- Monthly	280
Engineering	Contractor	Copperfield (access off Bonson Rd)	Copperfield- Monthly	312 55
Engineering	Contractor	1947 Green St.	1947 Green St.	1,120
Parks	Contrator	Kerper Blvd	Kerper Blvd Parkway	9,310
Parks	Contrator	Southern Park (200 Southern Ave)	Southern Park	3,458
Parks	Contrator	Flat Iron Park (b/w Jones and Main St)	Flat Iron Park	1,120
Parks	Contrator	Villa Street Wall	Villa Street Wall	1,120
			Grand Total	144,950 26 0

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

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

Kluesner Construction, Inc (Contractor) at
(Contractor Name)
1007 1st Ave. NW PO Box 355, Farley, IA. 52046
(Contractor's Address - City and State)

PROJECT TITLE: Bunker Hill Cart Path 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 repairs to the cart path next to clubhouse

The work described above shall be completed at the following location(s):
Bunker Hill Golf Course, 2200 Bunker Hill Rd.

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 ___, 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: $ 4,125

CITY OF DUBUQUE, IOWA

By: _____ 05/20/2026
Date

CONTRACTOR:

Kluesner Construction
Company Name

By: _____ 5/8/2026
Signature Date

Craig Kluesner
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 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
- Asphalt Paving
- Concrete
- Construction Managers
- Cranes
- Culverts
- Decking
- Demolition
- Deconstruction
- Earthwork
- Electrical
- Elevators
- Fiber Optics
- Fire Protection
- Fireproofing
- General Contractors
- HVAC
- Mechanical
- Paving & Surfacing
- Piles & Caissons
- Plumbing
- Retaining Walls
- Reinforcement
- Roofing
- Sanitary Sewers
- Sheet Metal
- Site Utilities
- Shoring
- Special construction
- Steel
- Storm sewers
- Structural Steel
- Trails
- Tunneling
- Water main

Class B:

- Chemical Spraying
- Doors, Window & Glazing
- Drywall Systems
- Fertilizer Application
- Geotech Boring
- Insulation
- Finish Carpentry
- Landscaping
- Masonry
- Vehicular Snow Removal
- Painting & Wall Covering
- Pest Control
- Scaffolding
- Sidewalks
- Plastering
- Rough Carpentry
- Stump Grinding
- Tank Coating
- Tree Removal
- Tree Trimming
- Tuckpointing
- Waterproofing
- Well Drilling

Class C:

- Carpet Cleaning
- Carpet & Resilient Flooring
- Caulking & Sealants
- Acoustical Ceiling
- Filter Cleaning
- General Cleaning
- Grass Cutting
- Janitorial
- Non Vehicular Snow & Ice Removal
- Office Furnishings
- Power Washing
- Tile & Terrazzo Flooring
- Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ___ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

563 Design (Vendor) at
(Vendor Name)

1268 Locust St., Dubuque, Iowa 52001
(Vendor Address - City and State)

PROJECT TITLE: Five Flags Theater Assessment and Preliminary Design

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Provide Architectural Services for the investigation, research and documentation of certain aspects of existing conditions of the Five Flag Theater with recommended solutions/corrections and associated cost opinions.

Evaluation of the existing auditorium performance systems

The work described above shall be completed at the following location(s):

Five Flags Theater

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
   September 19, 2026 .
   (DATE)

7. Indemnification; Liability for City Damage

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

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

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

Check Appropriate Box
☐ Insurance Schedule G – Vendors
☑ Insurance Schedule J – Professional Services

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

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

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

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

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 28,000

CITY OF DUBUQUE, IOWA

By: _____ 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

563 Design
Company Name

By: Andrew McCready — Digitally signed by Andrew McCready DN: C=US, E=Andrew@563Design.com, O=563 Design, CN=Andrew McCready Date: 2026.05.18 08:32:21-05'00' — 05/18//2026
Signature — Date

Andrew McCready
Printed Name

President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Andrew McCready Digitally signed by Andrew McCready DN: C=US, E=Andrew@563Design.com, O=563 Design, CN=Andrew McCready Date: 2026.05.18 08:55:15-05'00' 05/18/2026

Signature Date

Andrew McCready

Printed Name

President

Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide “extended reporting” coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer’s Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Parks and 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

River City Paving (Contractor) at
(Contractor Name)
PO Box 1430 Dubuque, IA 52004
(Contractor's Address - City and State)

PROJECT TITLE: Valentine Park Walk Path
(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:
A 2 1/2 Inch HMA overlay of approximately 500 feet of pathway at Valentine Park per the attached quote.

The work described above shall be completed at the following location(s):
Valentine Park- 860 Valentine Drive

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~~ One Year 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 1, 2026 (DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ___, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

   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. City shall pay to Contractor for all work performed up to the date of termination.

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: $ 12,750.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026
Date

CONTRACTOR:

River City Paving, Div of Manhy
Company Name

By: JB 4-20-26
Signature Date

Jerod Baranczyk
Printed Name

VP
Title

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at Valentine Park 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 & Rec Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes _X_ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

EXHIBIT D

LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

RIVER CITY PAVING
A DIVISION OF MATHY CONSTRUCTION CO. • DUBUQUE, IA

PO Box 1430
Dubuque, IA 52004
(608) 568-3433
www.rivercity-paving.com
EOE including disability / vets

To:	City Of Dubuque - Parks Department	**Contact:**	Brian Odefey
Address:	Kerper Ct Dubuque, IA 52001	**Phone:** **Fax:**	
Project Name:	VALENTINE PARK WALK PATH	**Bid Number:**	JSB 25-237
Project Location:	Valentine Park, Dubuque, IA	**Bid Date:**	7/11/2025
Attachments:	Terms and Conditions (1).pdf		

Item Description	Estimated Quantity	Unit	Total Price
2-1/2 INCH HMA OVERLAY Mill Headers In Existing Walk Path For Smooth Transition. Clean And Apply Tack Oil To Existing Trail. Pave A 1 Inch Leveling Course With Hot Mix Asphalt. Pave Surface With Hot Mix Asphalt Compacted To An Average Thickness Of 1-1/2 Inches, For A Total Of 2-1/2 Inches Of New Asphalt. (Approx. 580 SY)	1.00	LS	$12,750.00

Notes:

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.
- Tack coat and sweeping between asphalt lifts is included as needed.
- Not responsible for damage to any concrete and/or asphalt that equipment is required to cross to access work area.
- Not responsible for reflective cracking through overlaid pavement.
- Customer shall be responsible for backfilling asphalt edges as desired. Lawn restoration not included.
- Owner is responsible for weed control application.

Payment Terms:

Payment is due upon receipt of invoice.
By my signature herein I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
River City

Jay Blake

Authorized Signature:

Estimator: Jay Blake
563-587-9522 jay.blake@rivercity-paving.com

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

City of Dubuque
Water Department
1902 Hawthorne Street
(address)
Dubuque, IA 52001
Phone # 563-589-4291

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Giese Sheet Metal Co., Inc.
(Vendor Name)
2125 Kerper Blvd. Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE:

Eagle Point Water Treatment Plant Roof Rehabilitation - HVAC Repairs (Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Replace aged exhaust fan equipment discovered during roof repairs and provide duct extensions due to roof modifications above Admin Offices of the Eagle Point Water Treatment Plant Roof Rehabilitation Project, as described in proposal dated May 14, 2026.

The work described above shall be completed at the following location(s):

Eagle Point Water Treatment Plant (1902 Hawthorne Street, Dubuque, Iowa 52001)

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

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

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

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

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

  Check Appropriate Box

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

  ☐ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other:

  _____

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

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

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

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

7. Indemnification; Liability for City Damage

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

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

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

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

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

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

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

THE CITY AGREES:

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

CONTRACT AMOUNT $ 15,000.00

CITY OF DUBUQUE, IOWA

By: _____ 05/22/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Giese Sheet Metal Co, Inc.
Company Name

By: _____ Digitally signed by Matt Giese Date: 2026.05.19 12:57:27-05'00' 5/19/26
Signature — Date

Matthew Giese
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: Eagle Point Water Treatment Plant Roof Rehabilitation - HVAC Repairs 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 _x_ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes _X_ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

C) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT D

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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

OR

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

D) **UMBRELLA/EXCESS LIABILITY** $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) **PROFESSIONAL LIABILITY** $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) **CYBER LIABILITY/BREACH** $1,000,000

___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

PUBLIC IMPROVEMENT CONTRACT

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 19th 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 Gansen Excavating, Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the LORAS BLVD. & LOCUST ST. STORM SEWER RECONSTRUCTION PROJECT (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         a. ____(Bond Name)___ (pages __ to __ , inclusive).
         b. ____(Bond Name)___ (pages __ to __ , inclusive).
         c. ____(Bond Name)___ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings - Sheet No. A.01 through No. W.02 (51 pages) or drawings consisting of sheets bearing the following general title:
          _____
          _____
      12. Addenda (numbers 1 and 2, 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 1 to 9 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. 204-26).

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 one (1) year.

13. The City may terminate this Contract with or without cause upon sixty (60) days' written notice delivered to the Contractor.

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

15. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the parties and transmitted by SECTION 00500 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Contract.

16. Currency. All prices and financial terms referenced herein are intended to be in U.S. dollar and shall remain in U.S. dollars despite any exchange rate.

17. Conflict in Terms. In the event of a conflict between the terms of this Contract and the terms of any of the Contract Documents, the terms of this Contract shall prevail.

18. Legal Compliance.

    a. The Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit D, and hereby represents and warrants that Contractor is in compliance with the same as of the Effective date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

    b. When Applicable:

    Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required b the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.

19. Federally Assisted Project.

    Is this project funded fully or in part with federal funds?

    ☐ Yes (if yes, provision a. and b. below apply)

    ■ 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 $512,919.92

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

05/22/2026
Date

CONTRACTOR:

Gansen Excavating, Inc.
Contractor

By: Rich Gansen
Signature

Rich Gansen
Printed Name

Owner
Title

5-21-2026
Date

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gansen Excavating, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), 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 Five Hundred Twelve Thousand, Nine Hundred Nineteen Dollars and Ninety-Two cents ($512,919.92), 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 19th 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 LORAS BLVD. & LOCUST ST. STORM SEWER RECONSTRUCTION PROJECT detail the following described improvements:

> The scope of the project is as follows: The scope of the project is as follows: Replacing approximately 375 feet of 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.

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** 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: Loras Blvd. & Locust St. Storm Sewer Reconstruction Project
Location: Loras Blvd, Bluff Street to Main Street
Project Number: 5586500042

Witness our hands, in triplicate, this 19th day of May, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Gansen Excavating Inc
Contractor

By: Rich Gansen
Signature

Rich Gansen
Printed Name

Title

FORM APPROVED BY:

Michael Van Milligen
Representative for Owner

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: Hannah Cecelia Lincoln
Signature Attorney-in-Fact Officer

Hannah Cecelia Lincoln
Printed Name of Attorney-in-Fact Officer

TRICOR Insurance
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.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Hannah Cecelia Lincoln

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY

800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be fully completed by July 17, 2026**.**

MILESTONE DATES:

In addition to the required Final Completion Dates, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1 - Final Completion	7-17-2026
Milestone 2	00-00-0000

In general, the following contract completion Milestone shall be followed.

a. Milestone 1 Completion:_____.

b. Milestone 2 Completion:_____.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.

2. Delays caused by the City.

3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Milestone(s), Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the contractor will be assessed and shall pay, **$1,500.00** per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.

B. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, **$1,500.00** per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

~~C. For each calendar day that any work remains uncompleted beyond the Milestone date(s) the contractor will be assessed and shall pay, $_____ per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until the Milestone requirements are met.~~

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Madison Straka
TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	PHONE (A/C, No, Ext): (608) 467-5607 1709 FAX (A/C, No): E-MAIL ADDRESS: mstraka@tricorinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Gansen Excavating, Inc.
Richard Gansen
12198 Skyline Rd
Dubuque, IA 52003

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	K53731	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			K53731	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			K53731	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	K53731	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 # 5586500042
Project name: Loras Blvd & Locust St Storm Sewer Reconstruction Project

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Dubuque
Engineering Department
50 W 13th St
Dubuque, IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GANSEXC-01 HKUHSE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
TRICOR, LLC - Dubuque	Gansen Excavating, Inc. Richard Gansen 12198 Skyline Rd Dubuque, IA 52003
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:
their board members, employees and volunteers are additional insured in regard to the general liability for ongoing and completed operations, on a primary and non-contributory basis, as required by written contract. A waiver of subrogation applies to the general liability and workers compensations, as required by written contract.

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DELUXE BIS-PAK® PROPERTY COVERAGE FORM

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DELUXE BIS-PAK® PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to the Property Definitions Section.

PROPERTY COVERAGES

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under item a below, Business Personal Property as described under item b below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under item 2, Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

(1) Completed additions;

(2) Garages, storage buildings, appurtenant structures usual to your occupancy;

(3) Fixtures, including outdoor fixtures;

(4) Permanently installed:

(a) Machinery; and

(b) Equipment;

(5) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(6) Personal property owned by you that is used to maintain or service the buildings, structures or the premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.

(7) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures; and

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

(1) Property you own that is used in your business;

(2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment and Valuation Property Loss Condition 5g(3)(b);

(3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under paragraph 1b(2); and

(5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;

b. *Money* or *securities,* except as provided in the:

(1) Money and Securities Coverage Extension; or

(2) Employee Dishonesty Optional Coverage.

c. Contraband or property in the course of illegal transportation or trade;

d. Land (including land on which the property is located), water, growing crops or lawns;

e. Outdoor fences, radio or television antennas

(including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than *stock* of trees, shrubs or plants), all except as provided in the:

(1) Outdoor Property Coverage Extension; or

(2) Outdoor Signs Optional Coverage;

f. Watercraft (including motors, equipment and accessories) while afloat;

g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or *valuable papers and records;* except as otherwise provided in this policy;

h. *Computer(s)* which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to *computer(s)* while held as *stock*;

i. *Electronic Data*, except as provided under Additional Coverages - Electronic Data. This paragraph i does not apply to your *stock* of prepackaged software.

j. Animals, unless owned by others and boarded by you, or if owned by you, only as *stock* while inside of buildings.

3. Covered Causes of Loss

Risks of Direct Physical Loss unless the loss is:

a. Excluded in Property Exclusions; or

b. Limited in paragraph 4, Limitations;

that follow.

4. Limitations

a. We will not pay for loss of or damage to:

(1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

(2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

(3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Extension of Coverage for Money and Securities.

(4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

(5) The interior of any building or structure or the property inside any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

b. We will not pay for loss of or damage to the following types of property unless caused by the *specified causes of loss* or building glass breakage:

(1) Animals, and then only if they are killed or their destruction is made necessary.

(2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:

(a) Glass that is part of the exterior or interior of a building or structure;

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

(1) $2,500 for furs, fur garments and garments trimmed with fur.

(2) $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

(3) $2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

(1) Subject to paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days

of the date of direct physical loss or damage.

(2) Debris removal does not apply to costs to:

(a) Extract *pollutants* from land or water; or

(b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in paragraph (4) below, the following provisions apply:

(a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to paragraph (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional $10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus $10,000.

(5) Examples

Example #1

Limit of Insurance	$90,000
Amount of Deductible	$500
Amount of Loss	$50,000
Amount of Loss Payable	$49,500
	($50,000 - $500)
Debris Removal Expense	$10,000
Debris Removal Expense Payable	
	$10,000
($10,000 is 20% of $50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of paragraph (3).

Example #2

Limit of Insurance	$90,000
Amount of Deductible	$500
Amount of Loss	$80,000
Amount of Loss Payable	$79,500
	($80,000 - $500)
Debris Removal Expense	$30,000
Debris Removal Expense Payable	
Basic Amount	$10,500
Additional Amount	$10,000

The basic amount payable for debris removal expense under the terms of paragraph (3) is calculated as follows:

$80,000 ($79,500 + $500) x .25 = $20,000; capped at $10,500. The cap applies because the sum of the loss payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of paragraph (4), because the debris removal expense ($30,000) exceeds 25% of the loss payable plus the deductible ($30,000 is 37.5% of $80,000), and because the sum of the loss payable and debris removal expense ($79,500 + $30,000 = $109,500) would exceed the Limit of Insurance ($90,000). The additional amount of covered debris removal expense is $10,000, the maximum payable under paragraph (4). Thus the total payable for debris removal expense in this example is $20,500; $9,500 of the debris removal expense is not covered.

b. Pollutant Clean Up and Removal

We will pay your expense to extract *pollutants* from land or water at the described premises if the discharge, dispersal seepage, migration, release or

escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay for each location under this Additional Coverage is $10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

c. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

We will not pay for any loss or damage under this Additional Coverage if the Covered Property was moved from the described premises to preserve it from loss or damage by a cause of loss that is not a Covered Cause of Loss.

d. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $2,500, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

e. Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in paragraphs e(1) through e(7).

(1) For the purpose of this Additional Coverage - Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

(2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(i) A cause of loss listed in paragraph (2)(a) or (2)(b);

(ii) One or more of the *specified causes of loss;*

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain that collects on a roof.

(3) This Additional Coverage - Collapse does **not** apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings;

(b) Gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Piers, wharves and docks;

(f) Beach or diving platforms or appurtenances;

(g) Retaining walls; and

(h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in paragraphs (2)(a) through (2)(d), we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a cause of loss listed in paragraphs (2)(a) through (2)(d) of this Additional Coverage;

(b) The personal property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

(6) This Additional Coverage - Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this policy.

(8) The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in paragraphs e(1) through e(7).

f. Water, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts or fire extinguishing equipment if the damage:

(1) Results in discharge of any substance from an automatic fire protection system; or

(2) Is directly caused by freezing.

g. Business Income and Extra Expense

(1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your *operations* during the *period of restoration.* The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(2) Business income means the:

(a) Net income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

(b) Continuing normal operating expenses incurred, including payroll.

(3) We will pay necessary Extra Expense

you incur during the *period of restoration* that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(4) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue *operations:*

(i) At the described premises; or

(ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.

(b) To minimize the suspension of business if you cannot continue *operations.*

(c) To:

(i) Repair or replace any property; or

(ii) Research, replace or restore the lost information on damaged *valuable papers and records;*

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

(5) We will only pay for Loss of Business Income or Extra Expense that you sustain during the *period of restoration* and that occurs within 12 consecutive months after the date of direct physical loss or damage. Items (1) through (5) of this Additional Coverage are not subject to the Limits of Insurance.

(6) Extended Business Income. If the necessary suspension of your *operations* produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and *operations* are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your *operations,* with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

(ii) 30 consecutive days after the date determined in (a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(7) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

(8) This Additional Coverage is not subject to the Limits of Insurance.

h. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

(1) Four consecutive weeks after the date of that action; or

(2) When your Civil Authority coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

i. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, *money* or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) *Counterfeit money* that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is $1,000.

j. Forgery and Alteration

(1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in *money,* that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

(2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in *money,* on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

(3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

(4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is $2,500, unless a higher Limit of Insurance is shown in the Declarations.

k. Increased Cost of Construction

(1) This Additional Coverage applies only to buildings insured on a replacement cost basis.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in k(3) through k(9) of this Additional Coverage.

(3) The ordinance or law referred to in k(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You are required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by *pollutants* or due to the presence, growth, proliferation, spread or any activity of *fungi*, wet rot or dry rot; or

(b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess

the effects of *pollutants*, *fungi*, wet rot or dry rot.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form is $10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is $10,000.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Property Loss Condition in this Coverage Form do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in k(6) of this Additional Coverage, is not subject to such limitation.

l. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to *electronic data*, including destruction or corruption of *electronic data*. If the dependent property sustains loss or damage to *electronic data* and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is $5,000 unless a higher Limit of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume *operations,* in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(3) If you do not resume *operations,* or do not resume operations as quickly as possible, we will pay based on the length of time it would have taken to resume *operations* as quickly as possible.

(4) Dependent property means property owned by others whom you depend on to:

(a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;

(b) Accept your products or services;

(c) Manufacture your products for delivery to your customers under contract for sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) The coverage period for Business Income under this Additional Coverage:

(a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and

(b) Ends on the date when the property

at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(6) The Business Income coverage period, as stated in paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants.*

The expiration date of this policy will not reduce the Business Income coverage period.

(7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

m. Glass Expenses

(1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

n. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay under this Additional Coverage is $5,000 in any one occurrence.

o. Water Backup of Sewers or Drains - Computers

(1) We will pay for loss or damage to *computer*(s) and *electronic media and records* caused by or resulting from water that backs up, or overflows from a sewer, drain or sump.

(2) Property Exclusions item g(3) does not apply to this Additional Coverage.

p. Electronic Data

(1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore *electronic data* which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that *electronic data* is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the *electronic data* was stored, with blank media of substantially identical type.

(2) The Covered Causes of Loss applicable to Business Personal Property include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including *electronic data*) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including *electronic data*) by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage - Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is $10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

q. Interruption of Computer Operations

(1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of *operations* caused by an interruption in computer operations due to destruction or corruption of *electronic data* due to a Covered Cause of Loss.

(2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

(a) Coverage under this Additional Coverage - Interruption of Computer Operations is limited to the *specified causes of loss* and Collapse.

(b) If the Deluxe Bis-Pak® Property Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.

(c) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including *electronic data*) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage - Interruption of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is $10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(4) This Additional Coverage - Interruption of Computer Operations does not apply to loss sustained or expense incurred after the end of the *period of restoration* even if the amount of insurance stated in (3) above has not been exhausted.

(5) Coverage for Business Income does not apply when a suspension of *operations* is caused by destruction or corruption of *electronic data*, or any loss or damage to *electronic data*, except as provided under paragraphs (1) through (4) of this Additional Coverage.

(6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of *operations* caused by destruction or corruption of *electronic data*, or any loss or damage to *electronic data*, except as provided under paragraphs (1) through (4) of this Additional Coverage.

r. Limited Coverage for *Fungi*, Wet Rot Or Dry Rot

(1) The coverage described in paragraphs r(2) and r(6) only applies when the *fungi*, wet rot or dry rot are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(a) A *specified cause of loss* other than fire or lightning; or

(b) Flood, if the Flood Damage Endorsement applies to the affected premises.

(2) We will pay for loss or damage by *fungi*, wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by *fungi*, wet rot or dry rot, including the cost or removal of the *fungi*, wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the *fungi*, wet rot or dry rot; and

(c) The cost of testing performed after

removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that *fungi*, wet rot or dry rot are present.

(3) The coverage described under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss of damage arising out of all occurrences of *specified causes of loss* (other than fire or lightning) and flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in *fungi*, wet rot or dry rot, we will not pay more than the total of $15,000 even if the *fungi*, wet rot or dry rot continue to be present or active, or recur, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by *fungi*, wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by *fungi*, wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that *fungi*, wet rot or dry rot cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder or Molten Material Damage or Collapse Additional Coverages.

(6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of *operations* satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.

(a) If the loss which resulted in *fungi*, wet rot or dry rot does not in itself necessitate a suspension of *operations*, but such suspension is necessary due to loss or damage to property caused by *fungi*, wet rot or dry rot, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered suspension of *operations* was caused by loss or damage other than *fungi*, wet rot or dry rot, but remediation of *fungi*, wet rot or dry rot prolongs the *period of restoration*, we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the *period of restoration*), but such coverage is limited to 30 days. The days need not be consecutive.

PROPERTY EXTENSIONS OF COVERAGE

In addition to the Limits of Insurance, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

1. Newly Acquired or Constructed Property

a. Buildings

You may extend the insurance that applies to Buildings to apply to:

(1) Your new buildings or new additions, while being built on the described premises; and

(2) Buildings you acquire at locations, other than the described premises, intended for:

(a) Similar use as the building described in the Declarations; or

(b) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $500,000 for each building.

b. Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

(1) Business Personal Property, including such property that you newly acquire, at any location you acquire;

(2) Business Personal Property, including

such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(3) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is $100,000 at each building.

c. Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

(1) This policy expires;

(2) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

2. Personal Effects and Property of Others

a. You may extend the insurance that applies to Business Personal Property to apply to:

(1) Your personal effects meaning personal property owned by you, your officers, your partners or *members,* your *managers* or your employees. This Extension does not apply to loss or damage by theft or to tools or equipment used in your business.

(2) Personal property in your care, custody or control belonging to other than you, your officers, your partners or *members,* your *managers* or your employees. This Extension does not apply to loss or damage to tools or equipment used in your business.

b. The most we will pay for loss or damage under this Extension is $5,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

3. Property Off-Premises

a. You may extend the insurance provided by this policy to apply to your Covered Property, other than *money* and *securities, valuable papers and records* or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is $10,000. This Extension does not apply to Covered Property in or on a vehicle or to loss or damage to tools or equipment used in your business.

b. However, under this Extension, we will pay for loss or damage to *computer*(s) up to the Business Personal Property Limit shown in the Declarations.

4. Property in Transit

You may extend the insurance that applies to Business Personal Property to apply to your personal property in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

The most we will pay for loss or damage under this Extension is $10,000. However, under this Extension, we will pay for loss or damage to *computer*(s) up to the Business Personal Property Limit shown in the Declarations.

5. Outdoor Property

a. You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than *stock* of trees, shrubs or plants), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is $2,500 unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than $1,000 for any one tree, shrub or plant.

6. Valuable Papers and Records

a. You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to *valuable papers and records* that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore lost

information on *valuable papers and records* for which duplicates do not exist.

b. This Coverage Extension does not apply to:

(1) Property held as samples or for delivery after sale; and

(2) Property in storage away from the premises shown in the Declarations.

c. The most we will pay under this Coverage Extension for loss or damage to *valuable pape*rs and records in any one occurrence at the described premises is $10,000 unless a higher Limit of Insurance for *Valuable Papers and Records* is shown in the Declarations.

For *valuable papers and records* not at the described premises, the most we will pay is $5,000.

d. Loss or damage to *valuable papers and records* will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the *valuable papers and records* are not restored, the *valuable papers and records* will be valued at the cost of replacement with blank materials of substantially identical type.

e. Property Exclusions does not apply to this Coverage Extension except for:

(1) 1c, Governmental Action;

(2) 1d, Nuclear Hazard;

(3) 1f, War and Military Action;

(4) 2f, Dishonesty;

(5) 2g, False Pretense;

(6) Paragraph 2m(2), Errors or Omissions; and

(7) 3.

7. Accounts Receivable

a. You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:

(1) All amounts due from your customers that you are unable to collect;

(2) Interest charges on any loan required to offset amounts you are unable to collect pending our payments of these amounts;

(3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

b. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is $10,000, unless a higher Limit of Insurance for Accounts Receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is $5,000.

c. Property Exclusions does not apply to this Coverage Extension except for:

(1) 1c, Governmental Action;

(2) 1d, Nuclear Hazard;

(3) 1f, War and Military Action;

(4) 2f, Dishonesty;

(5) 2g, False Pretense;

(6) 3; and

(7) The Accounts Receivable Exclusion.

8. Money and Securities

a. We will pay for loss of *money* and *securities* used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises or in transit between any of these places, resulting directly from:

(1) Theft, meaning any act of stealing;

(2) Disappearance; or

(3) Destruction.

b. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

(1) Resulting from accounting or arithmetical errors or omissions;

(2) Due to the giving or surrendering of property in any exchange or purchase; or

(3) Of property contained in any *money*-operated device unless the amount of *money* deposited in it is recorded by a continuous recording instrument in the device.

c. The most we will pay for loss in any one occurrence is:

(1) The limit shown in the Declarations for Inside the Premises for *money* and *securities* while:

(a) In or on the described premises; or

(b) Within a bank or savings institution; and

(2) The limit shown in the Declarations for Outside the Premises for *money* and *securities* while anywhere else.

d. All loss:

(1) Caused by one or more persons; or

(2) Involving a single act or series of related acts;

is considered one occurrence.

e. You must keep records of all *money* and *securities* so we can verify the amount of any loss or damage.

PROPERTY EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance or Law

The enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

(1) An ordinance or law that is enforced even if the property has not been damaged; or

(2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

(1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion.

But, if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust, or particulate matter; or

(c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

(1) Originates away from the described

premises; or

(2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to *computer(s)* and *electronic data.*

f. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. *Fungi*, Wet Rot or Dry Rot

Presence, growth, proliferation, spread or any activity of *fungi*, wet rot or dry rot.

But if *fungi*, wet rot or dry rot result in a *specified cause of loss*, we will pay for the loss or damage caused by that *specified cause of loss*.

This exclusion does not apply:

(1) When *fungi*, wet rot or dry rot result from fire or lightning; or

(2) To the extent that coverage is provided in the Limited Coverage for *Fungi*, Wet Rot or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

i. Virus Or Bacteria

(1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

(2) However, the exclusion in paragraph (1) does not apply to loss or damage caused by or resulting from *fungi,* wet rot or dry rot. Such loss or damage is addressed in Exclusion h;

(3) With respect to any loss or damage subject to the exclusion in paragraph (1), such exclusion supersedes any exclusion relating to *pollutants.*

j. Certain Computer-Related Losses

(1) The failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) *Computer* hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;

(ii) *Computer* application software or

other *electronic data* as may be described elsewhere in this policy;

(iii) *Computer* operating systems and related software;

(iv) *Computer* networks;

(v) Microprocessors *(computer* chips) not part of any *computer* system; or

(vi) Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) above.

If excluded loss or damage as described in paragraph 1a of this endorsement results in a *specified cause of loss,* we will pay only for the loss or damage caused by such *specified cause of loss.*

We will not pay for repair, replacement or modification of any items in paragraphs (1)(a) or (1)(b) endorsement to correct any deficiencies or change any features.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(1) Electrical current, including arcing;

(2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy; or

(4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to *computer(s)* due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

(1) An occurrence that took place within 100 feet of the described premises; or

(2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But, if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, *members,* officers, *managers,* employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others;

or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

With respect to accounts receivable and *valuable papers and records,* this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

(1) Collapse, including any of the following conditions of property or any part of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to paragraph i(1)(a) or i(1)(b).

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion i, does not apply:

(a) To the extent that coverage is provided under the Additional Coverage - Collapse; or

(b) To collapse caused by one or more of the following:

(i) The *specified causes of loss;*

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of *pollutants* unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the *specified causes of loss.* But, if the discharge, dispersal, seepage, migration, release or escape of *pollutants* results in a *specified cause of loss,* we will pay for the loss or damage caused by that *specified cause of loss.*

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types of Loss

(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of *computer(s);*

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But, if an excluded cause of loss that is listed in 2l(1) through (7) results in a *specified cause of loss,* or building glass breakage, we will pay for the loss or damage caused by that *specified cause of loss* or building glass breakage.

m. Errors or Omissions

Errors or omissions in:

(1) Programming, processing or storing data, as described under *electronic data* or in any *computer* operations; or

(2) Processing or copying *valuable papers and records.*

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your *computer* system including *electronic data.*

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of *electronic data*, except as provided for under the Additional Coverages section.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous or Repeated Seepage or Leakage of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following 3a through c. But if an excluded cause of loss that is listed in 3a through c results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1 above to produce the loss or damage.

b. Acts or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income and Extra Expense Exclusions

a. We will not pay for:

(1) Any Extra Expense or increase of Business Income loss, caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming *operations,* due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of *operations,* we will cover such loss that affects your Business Income during the *period of restoration* and any extension of the *period of restoration* in accordance with the terms of the Extended Business Income Additional Coverage.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

(1) The partial slowdown or complete cessation of your business activities; and

(2) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of *money, securities* or other property.

This exclusion applies only to the extent of

the wrongful giving, taking or withholding.

b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

PROPERTY LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

2. The most we will pay for loss of or damage to outdoor signs attached to buildings is $1,000 per sign in any one occurrence.

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance:

a. Fire Department Service Charge;

b. Pollutant Clean-up And Removal;

c. Increased Cost Of Construction;

d. Business Income From Dependent Properties;

e. Electronic Data; and

f. Interruption Of Computer Operations.

4. Building Limit - Automatic Increase

a. In accordance with paragraph 4b, the Limit of Insurance for Buildings will automatically increase by the percentage of annual increase shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit by the percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08); and

(2) Multiply the number calculated in accordance with b(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If:

The applicable Building limit is	$100,000
The annual percentage increase is	8%
The number of days since the beginning of the policy year (or last policy change) is	180
The amount of increase is	

$100,000 x .08 x 180 ÷ 365 = $3,945

5. Business Personal Property Limit - Seasonal Increase

a. Subject to paragraph 5b, the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property - Seasonal Increase percentage shown in the Declarations; or

(2) 25% if no Business Personal Property - Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

b. This increase described in paragraph 5a will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

6. Business Personal Property Limit - Automatic Increase

a. In accordance with paragraph 6b, the Limit of Insurance for Business Personal Property will automatically increase by the percentage of annual increase shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Business Personal Property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Business Personal Property limit by the percentage of annual increase shown in the Declarations, expressed as a decimal (example: 6% is .06); and

(2) Multiply the number calculated in accordance with b(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example:

If:		beginning of the policy year	
The applicable Business Personal		(or last policy change) is	180
Property limit is	$100,000	The amount of increase is	
The annual percentage increase is	6%	$100,000 x .06 x 180 ÷ 365 =	$2,959
The number of days since the			

PROPERTY OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

(1) Owned by you; or

(2) Owned by others but in your care, custody or control.

b. Paragraph 3, Covered Causes of Loss, under the Property Coverages Section, and the Property Exclusions Section do not apply to this Optional Coverage, except for the following Property Exclusions:

(1) Paragraph 1c, Governmental Action;

(2) Paragraph 1d, Nuclear Hazard; and

(3) Paragraph 1f, War and Military Action.

c. We will not pay for loss or damage caused by or resulting from:

(1) Wear and tear;

(2) Hidden or latent defect;

(3) Rust;

(4) Corrosion; or

(5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.

e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Employee Dishonesty

a. We will pay for direct loss of or damage to Business Personal Property, including *money* and *securities,* resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

(1) Cause you to sustain loss or damage; and also

(2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

(a) Any employee; or

(b) Any other person or organization.

b. We will not pay for loss or damage:

(1) Resulting from any dishonest or criminal act that you or any of your partners or *members* commit whether acting alone or in collusion with other persons.

(2) Resulting from any dishonest act committed by any of your employees (except as provided in paragraph a), *managers* or directors:

(a) Whether acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(3) The only proof of which as to its existence or amount is:

(a) An inventory computation; or

(b) A profit and loss computation.

c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.

d. All loss or damage:

(1) Caused by one or more persons; or

(2) Involving a single act or series of acts; is considered one occurrence.

e. If any loss is covered:

(1) Partly by this insurance; and

(2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance

cumulates from year to year or period to period.

f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:

(1) You; or

(2) Any of your partners, *members, managers,* officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:

(1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

i. The insurance under paragraph h above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:

(1) This Optional Coverage as of its effective date; or

(2) The prior insurance had it remained in effect.

j. With respect to the Employee Dishonesty Optional Coverage in paragraph 2, employee means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you.

(2) Any natural person who is furnished temporarily to you;

(a) To substitute for a permanent employee as defined in paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term work load conditions.

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph (2) above;

(4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

(1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Any *manager*, director or trustee except while performing acts coming within the usual duties of an employee.

PROPERTY DEDUCTIBLES

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

In the event that loss or damage occurs to Covered Property at one or more building locations as a result of one occurrence, the largest applicable deductible shown in the Declarations will apply.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

a. Money and Securities;

b. Employee Dishonesty;

c. Outdoor Signs; and

d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to

satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages, Extensions of Coverage or Optional Coverages:
   a. Fire Department Service Charge;
   b. Business Income and Extra Expense;
   c. Civil Authority;
   d. Fire Extinguisher Systems Recharge Expense.

PROPERTY GENERAL CONDITIONS

1. **Control of Property**

   Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

   The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. **Mortgageholders**
   a. The term "mortgageholder" includes trustee.
   b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
   c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
   d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
      (1) Pays any premium due under this policy at our request if you have failed to do so;
      (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

      All of the terms of this policy will then apply directly to the mortgageholder.
   e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
      (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
      (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

      At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
   f. If we cancel this policy, we will give written notice to the mortgageholder at least:
      (1) Ten days before the effective date of cancellation if we cancel for your non-payment of premium; or
      (2) Thirty days before the effective date of cancellation if we cancel for any other reason.
   g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
3. **No Benefit to Bailee**

   No person or organization, other than you, having custody of Covered Property will benefit from this insurance.
4. **Policy Period, Coverage Territory**

   Under this form:
   a. We cover loss or damage commencing:
      (1) During the policy period shown in the Declarations; and
      (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
   b. The coverage territory is:
      (1) The United States of America (including its territories and possessions);
      (2) Puerto Rico; and
      (3) Canada.

PROPERTY LOSS CONDITIONS

1. **Abandonment**

   There can be no abandonment of any property to us.

2. **Appraisal**

   If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If there is an appraisal, we will still retain our right to deny the claim.

3. **Duties in the Event of Loss or Damage**

   a. You must see that the following are done in the event of loss or damage to Covered Property:

   (1) Notify the police if a law may have been broken.

   (2) Give us prompt notice of the loss or damage. Include a description of the property involved.

   (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

   (4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses reasonably incurred to protect the Covered Property. We will consider these expenses in the settlement of a claim, but this will not increase the applicable Limit of Insurance. However, we will not consider any expenses incurred in order to protect the Covered Property from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

   (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

   (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

   (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

   (8) Cooperate with us in the investigation or settlement of the claim.

   (9) Resume all or part of your *operations* as quickly as possible.

   b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. **Legal Action Against Us**

   No one may bring a legal action against us under this insurance unless:

   a. There has been full compliance with all of the terms of this insurance; and

   b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

5. **Loss Payment and Valuation**

   In the event of loss or damage covered by this Coverage Form:

   a. At our option, we will either:

   (1) Pay the value of lost or damaged property;

   (2) Pay the cost of repairing or replacing the lost or damaged property;

   (3) Take all or any part of the property at an agreed or appraised value; or

   (4) Repair, rebuild or replace the property with other property of like kind and quality.

   b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

   c. We will not pay you more than your financial interest in the Covered Property.

   d. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more

than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy and we have reached agreement with you on the amount of loss or an appraisal award has been made.

g. Except as provided in (2) through (7) below, we will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, if Replacement Cost is indicated in the Declarations as the basis for valuation of the Covered Property.

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is $2,500 or less, we will settle the loss according to the provisions of paragraph g(1) above whether or not the actual repair or replacement is complete.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of:

(i) The cost to replace, on the same premises, the lost or damaged property with other property that is of comparable material and quality and is used for the same purpose.

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(iii) The limit shown in the Declarations for the Covered Property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

(2) At actual cash value, if Actual Cash Value is indicated in the Declarations as the basis for valuation of the Covered Property. We will never pay more than the applicable limit shown in the Declarations.

(3) The following property at actual cash value:

(a) Used or second-hand merchandise held in storage or for sale;

(b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) Manuscripts; and

(e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) *Money* at its face value.

(6) Securities at their value at the close of business on the day the loss is discovered.

(7) Applicable only to Accounts Receivable:

(a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:

(i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) We will adjust that total for any

normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

(i) The amount of the accounts for which there is no loss or damage;

(ii) The amount of the accounts that you are able to reestablish or collect;

(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment and Valuation Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Common Policy Condition.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

7. Resumption of Operations

We will reduce the amount of your:

a. Business Income loss, other than Extra Expense, to the extent you can resume your *operations,* in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

b. Extra Expense loss to the extent you can return *operations* to normal and discontinue such Extra Expense.

8. Vacancy

a. Description of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (a) and (b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

PROPERTY DEFINITIONS

1. *"Computer"* means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

Computer does not include those used to operate production type machinery or equipment.

2. *"Counterfeit money"* means an imitation of *money* that is intended to deceive and to be taken as the original.

3. *"Electronic data"* means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of *electronic data*, means a set of related electronic instructions which direct the operations and functions of a *computer* or device connected to it, which enable the *computer* or device to receive, process, store, retrieve or send data.

4. *"Electronic media and records"* means videos, audio records and pictures stored on computer hardware that you own and that is at the described location. Computer hardware, as used above, means any internal or external memory card or device. *Electronic media and records* does not include *electronic data*.

5. *"Fungi"* means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by *fungi*.

6. *"Manager"* means a person serving in a directorial capacity for a limited liability company.

7. *"Member"* means an owner of a limited liability company represented by its membership interest, who also may serve as a *manager.*

8. *"Money"* means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

9. *"Operations"* mean your business activities occurring at the described premises.

10. *"Period of restoration"* means the period of time that:

a. Begins:

(1) 24 hours after time of direct physical loss or damage for Business Income coverage; or

(2) Immediately after the time of direct physical loss or damage for Extra Expense coverage;

Caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

a. Regulates the construction, use or repair, or requires the tearing down of any property; or

b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of *pollutants.*

The expiration date of this policy will not cut short the *period of restoration.*

11. *"Pollutants"* mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

12. *"Securities"* means negotiable and nonnegotiable instruments or contracts representing either *money* or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include *money.*

13. *"Specified causes of loss"* means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking

or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal Property in the open; or

(2) The interior of a building or structure or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

14. *"Stock"* means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

15. *"Valuable papers and records"* means inscribed, printed, or written:

a. Documents;

b. Manuscripts; and

c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But *valuable papers and records* does not mean *money* or *securities.*

ADDITIONAL INSURED CITY OF DUBUQUE, IOWA

IL-7063(7-02)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. 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 all work and services performed for them. 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.

2. The following applies when the City of Dubuque, Iowa is named as an additional insured:

a. We expressly agree and state that the purchase of this policy and the naming 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 the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

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

c. 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 timely written request by us.

d. We shall not deny coverage under this policy and we 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.

e. We 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.

3. We will give thirty (30) days advance written notice of cancellation, nonrenewal, reduction in coverage or limits and/or material change by endorsement and ten (10) days written notice for nonpayment of premium to: City of Dubuque and Dubuque County, City Hall, 13th and Central, Dubuque, IA 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

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ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CB-7245(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if 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 for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. The insurance does not apply to:

a. Bodily injury or property damage which occurs prior to execution of the contract or agreement described in item 1; or

b. Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

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.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CB-7433(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) 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(s) or organization(s) 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* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. 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 on the earlier of the date:

a. When your operations for that insured are completed; or

b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

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.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS **CB-7252(12-19)**

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

2. This waiver applies only to:

a. Any person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; 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.

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POLICY NUMBER: K53731

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

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

We will not enforce our right against any person or organization with whom you have a written contract or agreement which you are required to waive rights of recovery under this policy. We will not enforce our right against any other person or organization named in these contracts or agreements which you are also required to waive rights of recovery. Such a contract or agreement must have been executed prior to the occurrence causing injury or damage. An entity meeting these requirements does not have to be named in the Schedule for the waiver to apply.

share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b); or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you have *employees* who are pharmacists in your retail druggist or drugstore operation, they are insured with respect to their providing or failing to provide professional health care services; or

(2) *Property damage* to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your *employees, volunteer workers,* any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

b. Any person (other than your *employee* or *volunteer worker*) or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization; and

c. Coverage does not apply to *personal and advertising injury* arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds:

b. Claims made or *suits* brought; or

c. Persons or organizations making claims or bringing *suits.*

2. The most we will pay for the sum of all damages because of all:

a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence;* and

b. *Personal and advertising injury* sustained by any one person or organization;

is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.

4. Aggregate Limits

a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.

b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:

(1) *Bodily injury, property damage* and medical expenses arising from all

occurrences during the policy year. This limit applies separately to:

(a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and

(b) Each of your projects away from a location owned by or rented to you; or

(2) *Personal and advertising injury* arising out of all offenses committed during the policy period.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

We have no duty to provide coverage under this Coverage Part unless you and any other involved insured have fully complied with the Conditions contained in this Coverage Part.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. 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. To the extent possible, notice should include:

(1) How, when and where the *occurrence* or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) 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;

(1) Immediately record the specifics of the claim or *suit* and the date received; and

(2) 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.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or *suit;*

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the *suit;* and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a *suit* asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the First Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or *suit* is brought.

5. Premium Audit - Business Liability

a. We will compute all premiums for this

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

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
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

Jason Fleege (Contractor) at
(Contractor Name)
2745 Dodge St. Dubuque IA, 52003
(Contractor's Address - City and State)

PROJECT TITLE: Roof and Window Replacement
(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:
Roof and Window Replacement

The work described above shall be completed at the following location(s):
Flora and Sutton Pools- 2525 Green St and 1900 Hawthorne St, Dubuque, IA 52001

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other_____.

Is the project over $25,000.00?

☑ Yes ☐ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

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

5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before
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: $ 74,620

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/22/2026
Date

CONTRACTOR:

Fleege Custom Woodworks LLC
Company Name

By: _____ 5-6-26
Signature Date

Jason Fleege
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.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
46 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at EMS Industrial, Inc - Energetics & Badger Electric Motor
(Vendor Name)
4901 Prairie Dock Dr. Madison, WI 53718
(Vendor Address - City and State)

PROJECT TITLE: Port Ramp Compressor Repairs
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Repair 3 Compressors 1st Floor - seal up bolts to stop oil leak
2nd Floor - Change air filter, 3rd Floor - Replace Pump, travel & labor to repair compressors

The work described above shall be completed at the following location(s):
Port Ramp

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

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

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

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

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

  Check Appropriate Box

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

  ☑ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other: _____

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

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

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

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

7. Indemnification; Liability for City Damage

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

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

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

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

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

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

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

THE CITY AGREES:

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

CONTRACT AMOUNT $ 1614.30

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/22/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

EMS Industrial, Inc
Company Name

By: [signature] 5/21/26
Signature — Date

DAVID J HENKE
Printed Name

GENERAL MANAGER
Title

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 841 Name: Total Maintenance Inc. Address: 1017 State St. Address: Bettendorf, IA 52722	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-07-26	Contract Termination/Renewal Date: 05-07-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026

Michael C. Van Milligen — Date
City Manager

VENDOR:

TMI - Total Maintenace, Inc.
Company Name

By: Rob Schmit Digitally signed by Rob Schmit Date: 2026.05.08 08:41:26 -05'00' 5-8-2026

Signature — Date

Rob Schmit
Printed Name

Sales Representative
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes X_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 21 Name: Advantage Sheet Metal Inc. Address: 1160 E. 12th Street Address: Dubuque, IA 52001	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-07-26	Contract Termination/Renewal Date: 05-07-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: _____ 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Advantage Sheet Metal, Inc.
Company Name

By: _____ 5-12-2026
Signature — Date

Dennis M. Willett
Printed Name

President
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 225 Name: Dubuque Fire Equipment Address: 1170 Roosevelt St. Ext. Address: Dubuque, IA 52001	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-13-26	Contract Termination/Renewal Date: 05-13-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Dubuque Fire Equipment
Company Name

By: Allison Suckow Digitally signed by Allison Suckow Date: 2026.05.15 16:31:59 -05'00' 05/15/2026
Signature — Date

Allison Suckow
Printed Name

Vice President
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

CITY OF DUBUQUE 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 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: 05-13-26.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 W. 13th Street, Dubuque, Iowa, 52001.

4. The Vendor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to certificate.

7. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The Vendor 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 subcontractor's 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 of Dubuque 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 agent's name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to written mutual agreement of the parties.

CITY OF DUBUQUE 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 from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners from BP 00 02, shall be clearly identified.
2) Include 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.

CITY OF DUBUQUE INSURANCE SCHEDULE G

(continued)

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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

OR

If, by Iowa Code Section 851.A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C. POLLUTION LIABILITY

Coverage Required: _____ Yes x____ No

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

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

1) Policy to include job site and transportation coverage.

2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations) or its equivalent and CG 20 37 (Competed Operations).

INSURANCE - SCHEDULE G

(continued)

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

Coverage Required: _____ Yes x____ No

If the required policy provides claims-made coverage:

1) The retroactive date must be shown and must be before the date of the agreement.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work or services.

3) If coverage is cancelled or non-renewed and no 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 services.

E. CYBER LIABILITY/BREACH $1,000,000

Coverage Required: _____ Yes x____ No

Coverage for First and Third-Party Breach Liability, including but not limited to lost data and restoration, loss of income and cyber breach of information.

F. UMBRELLA/EXCESS $1,000,000

x____ Yes _____ No

The General Liability, Automobile Liability, and Employers Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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 as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

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

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

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 1204 Name: Dubuqueland Door Co. Address: 14628 Mile Hill Lane Address: Dubuque, IA 52003-8464	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 4-16-2026	Contract Termination/Renewal Date: 4-16-2027/auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

05/20/2026
Date

VENDOR:

Dubuqueland Door Co.
Company Name

By: Chad Soppe
Signature

4/22/26
Date

Chad Soppe
Printed Name

President
Title

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 298 Name: Gansen Excavating Address: 12198 Skyline Rd. Address: Dubuque, IA 52003	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-12-26	Contract Termination/Renewal Date: 05-12-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

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It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

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B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: _____ 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Gansen Excavating, Inc.
Company Name

By: Rich Gansen Digitally signed by Rich Gansen Date: 2026.05.15 08:34:19 -05'00' _____
Signature — Date

Printed Name

Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA Contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 West 13th St. Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes X_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 1676 Name: Germaine Electric Address: 10821 Wood Gate Dr. Address: Dubuque, IA 52003	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05/05/26	Contract Termination/Renewal Date: 05/05/27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Germaine Electric
Company Name

By: 923ca479-213e-4302-a5fb-7788c42d670d Digitally signed by 923ca479-213e-4302-a5fb-7788c42d670d Date: 2026.05.06 10:41:15 -05'00' 5/6/26
Signature — Date

Lanie Brooks
Printed Name

Office Manager
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA Contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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

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1) Policy shall include Waiver of Right to Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes X_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 309 Name: Giese Sheet Metal Co. Address: 2125 Kerper Blvd. Address: Dubuque, IA 52001	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-07-26	Contract Termination/Renewal Date: 05-07-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. **SERVICES**

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. **TERM**

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. **COMPENSATION AND INVOICING**

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. **COMPLIANCE WITH LAWS**

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026

Michael C. Van Milligen
City Manager

Date

VENDOR:

Giese Sheet Metal Co., Inc.
Company Name

By: [signature] 5-13-26
Signature Date

Matt Giese
Printed Name

President
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA Contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes x_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 450 Name: Jaeger Plumbing and Pump INC Address: 17500 S. John Deere Road Address: Dubuque, IA 52001	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 04/22/26	Contract Termination/Renewal Date: 04/22/27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026

Michael C. Van Milligen — Date
City Manager

VENDOR:

Jaeger Plumbing & Pump, Inc
Company Name

By: K Jaeger 04/28/2026

Signature — Date

Kim Jaeger
Printed Name

Manager
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA Contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 West 13th Street, Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes X_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 663 Name: Paulson Electric Company Address: 685 Century Drive, PO Box 1625 Address: Dubuque, IA 52004	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05/07/26	Contract Termination/Renewal Date: 05/07/27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

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The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: _____ 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Paulson Electric Company
Company Name

By: Andrew Genthe — Digitally signed by Andrew Genthe DN: C=US, E=agenthe@paulsonelectric.com, O=Paulson Electric, CN=Andrew Genthe Date: 2026.05.13 15:24:11-05'00' — 5/13/2026
Signature — Date

Andrew Genthe
Printed Name

General Manager
Title

EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply this Agreement:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax. No such tax shall be charged to the City.

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 shall submit the original invoice to the requesting Department's address as shown in the SOW or similar document.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized in writing.

5. It is understood by the Vendor that the cash discount period applicable to the City of Dubuque, if any, will commence from the receipt of the invoice or from the date of the receipt of the goods, whichever date 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 an authorized representative of the City of Dubuque.

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, delivered, and/or 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, service, 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, state, or local statute, regulation, or ordinance has been or will be violated in the manufacturing, sale, delivery, or performance 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 Agreement govern in the event of conflict with any term of the Vendor's proposal and are not subject to change by reason of any written or verbal statement by the Vendor, nor by any terms stated in the Vendor's acknowledgement, unless the 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 applicable regulations.

EXHIBIT B

INSURANCE SCHEDULE

(insert applicable insurance schedule here)

INSURANCE - SCHEDULE F

CLASS A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

CLASS B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

CLASS C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: MSA Contract or Project Location at All City Locations 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: Finance Department, City of Dubuque, 50 W. 13th Street Dubuque, IA 52001.

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 a failure for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dubuque may request a copy of such certificates from the Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

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 the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

CITY OF DUBQUE 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 from 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 CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

Coverage A	Statutory – State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee - Disease	$100,000
	Policy Limit – Disease	$500,000

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

Policy shall include Waiver of Right to Recover from Others Endorsement.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability 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 Recovery from Others Endorsement.

D. UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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 Class 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.

CITY OF DUBUQUE INSURANCE SCHEDULE F

(continued)

E. POLLUTION LIABILITY

Coverage Required

_____ Yes X_____ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	$2,000,000
Policy Aggregate	$4,000,0000

1. Policy to include job site and transportation coverage.
2. 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 2026.
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 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

(continued)

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

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

3. Assertion of Government Immunity. City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

EXHIBIT C

FEE STRUCTURE

(when applicable)

(PRICING FROM VENDOR WILL BE ADDED HERE IF RECEIVED)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 838 Name: Top Grade Excavating Address: 971 9th Ave NW Address: Farley, IA 52046	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 05-12-26	Contract Termination/Renewal Date: 05-12-27- Auto renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

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The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

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It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

14. ASSIGNMENT

The Vendor may not assign this Agreement to any other person or entity unless and until written consent is obtained from the City. Such consent may be granted, withheld, delayed, or conditioned at the City's sole and exclusive discretion.

15. AMENDMENTS

Any modification or amendment to this Agreement shall require a written agreement signed by the Parties.

16. NONDISCRIMINATION

The Vendor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by federal, state, or local laws, rules, or ordinances.

17. GOVERNMENTAL DATA/PRIVACY

The Vendor agrees to abide by all applicable federal, state, and local rules, regulations, or orders regarding data privacy or confidentiality.

18. SAVINGS CLAUSE

If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

20. DISPUTES

A. Informal Resolution. The Parties shall make a good-faith effort to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (each a "Dispute") through informal discussions between authorized representatives of the parties. Either party may provide written notice of a Dispute to the other party describing the nature of the issue in reasonable detail. Within no later than ten (10) business days after such notice, the parties shall confer in good faith in an attempt to resolve the Dispute.

B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

C. No Binding Arbitration. The parties expressly agree that no provision of this Agreement shall be interpreted to require binding arbitration. Any Dispute not resolved by informal discussions or mediation may be pursued in a court of competent jurisdiction as provided herein.

D. Preservation of Governmental Immunities and Defenses. Nothing in this Agreement, including this Section 20, shall be construed as a waiver of any immunity, limitation of liability, notice requirement, damage limitation, or other protection afforded to the City under applicable law, including but not limited to Iowa Code chapter 670 and other applicable provisions of Iowa law. All such defenses and protections are expressly preserved.

E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

21. SAFETY AND HEALTH

All materials and services provided under this Agreement shall conform to the requirements of the Federal Occupational Safety and Health Act and all regulations and standards issued by the Secretary of Labor thereunder. Upon the City's request, the Vendor shall provide appropriate certifications demonstrating compliance with such laws, orders, rules, and regulations. The Vendor shall handle, use, and dispose of all materials and substances, including those used or provided by the Vendor or its subvendors, in accordance with all applicable laws and regulations; this includes, but is not limited to, materials classified as hazardous by law or regulation. The Vendor shall indemnify, defend, and hold harmless the City from and against any and all claims, penalties, fines, judgments, or orders arising from Vendor's failure to properly handle, use, or dispose of any such material or substance.

22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

The Parties acknowledge and agree that all information, data, and records exchanged, generated, or maintained under this Agreement may be considered public records.

Vendor agrees to maintain complete and accurate records relating to the services performed under this Agreement. Upon request by the City, Vendor shall promptly provide the City with copies of any records, documents, data, correspondence, or other information in Vendor's possession or control relating to this Agreement. Vendor shall provide such records in the format requested by the City if reasonably available.

Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 05/20/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Top Grade Excavating, Inc.
Company Name

By: Adam Young 5/13/26
Signature — Date

Adam Young
Printed Name

Controller
Title

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CITY OF DUBUQUE, IOWA
MASTER SERVICES AGREEMENT
CITY CONTRACT # _____

Vendor: 676 Name: Portzen Construction INC Address: 205 Stone Valley Dr. Address: Dubuque, IA 52003	**All City** Departments Attn: City of Dubuque Finance Department 50 West 13th Street Dubuque, Iowa 52001
Contract Commencement: 06/26/26	Contract Termination/Renewal Date: 06/26/27- Auto Renew
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. SERVICES

Except as otherwise provided herein, this Master Services Agreement (MSA or this "Agreement") shall apply to any work performed by Vendor, on or after the date on which Vendor executes this Agreement (the "Effective Date"), on any Project (defined below) for the City of Dubuque (the "City"), regardless of which City department oversees the Project. Vendor shall perform services as required and described in one or more Statements of Work (SOW) issued under this MSA. This Agreement is not intended to provide Vendor with any guarantee regarding any particular amount of work or engagement with the City, but it is intended to govern all such work or engagement which may be performed for or on behalf of the City by Vendor. For purposes of this Agreement, "Parties" shall mean the Vendor and the City, and the "Project" shall mean the work described in the applicable SOW(s). In the event of any conflict between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern unless the SOW expressly provides otherwise and is signed by an authorized representative of the City. Each SOW shall include, at a minimum:

- Description of specific services/deliverables;
- Schedule and/or milestones;
- Fees; and
- Specifically reference the MSA when applicable.

2. TERM

The term of this Agreement shall be one (1) year, commencing upon Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, all obligations of the City are subject to annual appropriation of funds. If any automatic renewal of this Agreement would violate applicable law, then the Agreement shall instead terminate at the end of the then-current term, without penalty to either party.

3. COMPENSATION AND INVOICING

The City shall compensate the Vendor in accordance with the pricing specified in each applicable SOW. The Vendor's general fee schedule, if applicable, shall be attached hereto as Exhibit C. All invoices shall be due and payable within sixty (60) days of receipt by the City.

4. COMPLIANCE WITH LAWS

The work shall be completed in full compliance with this Agreement, as well as with all applicable federal, state, and local laws, including the laws of the State of Iowa and ordinances of the City. The Vendor is responsible for obtaining all required licenses and permits necessary to perform the work. The Vendor shall ensure ongoing compliance with all relevant legal and regulatory requirements throughout the performance of this Agreement.

5. DEFECTIVE MATERIALS

The Vendor must promptly remove any materials deemed defective or improper by the City, as well as any work found to be unsuitable or unacceptable. All such defective or improper materials and all such unsuitable or unacceptable work shall be promptly removed and replaced or corrected to the City's satisfaction, all at the Vendor's sole expense. All materials provided by the Vendor shall meet the quality standards specified in this Agreement and the applicable SOWs, and all materials shall be installed and all work completed in full compliance with those documents. The Vendor shall be liable to the City for any damage to City property arising out of or related to the Vendor's negligent performance of the Project.

6. UNDERSTANDING

The Vendor has read and understands this Agreement, including all applicable SOWs and all other documents attached hereto or incorporated herein by reference. Vendor has reviewed and understands the project description set forth in the applicable SOWs and all attached special conditions, if any. The Vendor agrees not to claim misunderstanding or misrepresentation due to estimates of quantity, nature, location, or other circumstances related to the performance of this Agreement.

7. INDEMNIFICATION; LIABILITY FOR CITY DAMAGE

To the fullest extent permitted by law, the Vendor 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 Agreement, provided that such claim, damages, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to, or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor, the Vendor's subvendor, or anyone directly or indirectly employed by the Vendor or the Vendor's subvendor, or anyone for whose acts the Vendor or the Vendor's subvendor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

8. INSURANCE

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

9. AUTHORIZATION

The Vendor agrees that no work on the Project shall commence until the City has authorized said work in writing. Any work started by the Vendor prior to the City's authorization shall be considered unauthorized and done at the sole risk and expense of the Vendor.

10. WARRANTY

The Vendor warrants that (a) all goods and services provided under this Agreement shall be free from defects in materials and workmanship; (b) all services provided under this Agreement shall be performed in accordance with current industry standards; and (c) all goods meet or exceed the manufacturer's warranty.

11. TERMINATION

The City may terminate this Agreement with or without cause upon fourteen (14) days' written notice delivered to the Vendor. In the event of termination, the City shall only be responsible to pay for the services satisfactorily performed by the Vendor to the effective date of termination.

12. INDEPENDENT VENDOR RELATIONSHIP

It is expressly understood that the Vendor is an independent vendor and not an employee of the City. The Vendor shall have control over the manner in which the services are performed under this Agreement. The Vendor shall supply, at its own expense, all materials, supplies, equipment, and tools required to accomplish the services contemplated by this Agreement. The Vendor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick or vacation leaves, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

13. ENTIRE AGREEMENT

This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or understanding, whether oral or written. Provided, however, that nothing in this Section 13 shall be construed as abrogating, replacing, or otherwise modifying any written agreement between the Parties which was executed prior to the Effective Date hereof.

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B. Voluntary Mediation. If the Dispute is not resolved through informal discussions, either party may request that the matter be submitted to non-binding mediation. Mediation shall occur only upon mutual agreement of the parties. Unless otherwise agreed, mediation shall be conducted by a mutually acceptable mediator in the State of Iowa. The parties shall share the mediator's fees and administrative costs equally, and each party shall bear its own attorney fees and costs. Participation in mediation is voluntary and non-binding. Nothing in this Section 20 shall be construed to require either party to settle a Dispute or to impair either party's legal rights or remedies.

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E. Statutory Notice Requirements. To the extent applicable, any claim against the City shall be subject to all statutory notice requirements and limitations periods provided by Iowa law. Participation in informal discussions or mediation shall not toll any applicable statute of limitations unless expressly agreed in writing by the Parties.

F. Continued Performance. During the pendency of any Dispute, the Vendor shall continue to perform its obligations under this Agreement unless and until this Agreement is terminated in accordance with its terms.

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22. MISCELLANEOUS

A. **Conflict of Terms.** In the event of any conflict or inconsistency between this MSA and any terms or conditions provided by Vendor (including without limitation on SOWs, invoices, quotes, order confirmations, or online terms), this MSA shall control. Vendor's terms and conditions are expressly rejected and shall not apply unless specifically incorporated into this MSA by a written amendment executed by both Parties.

B. **Public Records.** Vendor acknowledges that the City is subject to the requirements of the Iowa Open Records Act and that records relating to this Agreement may be subject to public disclosure. Vendor further acknowledges that records in the possession or control of Vendor relating to the performance of services under this Agreement may be deemed public records.

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Vendor shall cooperate with the City in responding to requests for public records and shall provide requested records within the time period reasonably specified by the City so that the City may comply with its obligations under the Iowa Open Records Act.

If Vendor believes that any information provided to the City contains trade secrets or confidential information exempt from disclosure under applicable law, Vendor shall clearly identify such information in writing **at the time it is provided to the City** and shall state the legal basis for the claimed exemption. Vendor acknowledges and agrees that the City has an obligation to independently determine whether any record is exempt from disclosure and, unless ordered otherwise by a court of competent jurisdiction, the City's determination shall control.

To the extent permitted by law, Vendor shall indemnify and hold the City harmless from any claims, damages, penalties, costs, or attorney fees arising from the City's reliance upon Vendor's designation of information as confidential, proprietary, or otherwise exempt from disclosure.

THE PARTIES AGREE THIS MSA SHALL APPLY TO ALL SERVICES PERFORMED BY OR ON BEHALF OF VENDOR FROM ON AND AFTER THE EFFECTIVE DATE THROUGH THE END OF THE TERM HEREOF, except those services performed pursuant to a separate written agreement which either (a) was executed by the Parties and effective prior to the Effective Date hereof, or (b) is executed by the Parties and contains language expressly exempting the agreement from the terms of this MSA. Notwithstanding the foregoing, the Parties may, upon written consent of both Parties, make a prior agreement subject to this MSA.

CITY OF DUBUQUE, IOWA

By: _____ 05/22/2026
Michael C. Van Milligen — Date
City Manager

VENDOR:

Portzen Construction, Inc.
Company Name

By: _____ 05-07-26
Signature — Date

Michael J. Portzen
Printed Name

President
Title

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	New Brownfield Redevelopment Flyer
SUMMARY:	City Manager submitting a new publication highlighting the impact of the EPA Brownfield Redevelopment Program in Dubuque. Dubuque has leveraged $2 million in EPA Brownfields funding into more than $942 million in total reinvestment.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Brownfield Redevelopment Handout

The Power of Dubuque: Brownfield Redevelopment

Bee Branch Watershed

ACTIVATING OPPORTUNITY

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

- **FROM RISK TO READY**
- **CATALYZING MAJOR INVESTMENT**
- **LOCAL JOBS & LIFE**
- **REVITALIZATION**

EPA INVESTMENT IN DUBUQUE

For more than two decades, the City of Dubuque has used the Environmental Protection Agency (EPA) Brownfields Program to turn underutilized and former industrial sites into community assets that have driven reinvestment, revitalization of historic districts, and improved quality of life for residents and working families. Modest federal funding has generated hundreds of millions in redevelopment, supporting jobs, housing, business growth, and public amenities. The program moves properties from "risk" to "ready."

Since 2002, Dubuque has been awarded multiple EPA Brownfield Assessment, Cleanup, Multipurpose, and Area Wide Planning grants totaling approximately $2 million. These grants have supported assessment, planning, cleanup, and community engagement across Dubuque's major redevelopment areas.

The back side of this document provides more detailed information on each redevelopment area.

OUTCOMES ACROSS KEY DISTRICTS

EPA Brownfields investments have helped transform key areas across Dubuque into thriving, productive spaces. In the **Historic Millwork District**, formerly industrial blocks have been repositioned for adaptive reuse, attracting more than $146 million in investment and creating a vibrant mixed-use neighborhood with housing and diverse job opportunities. At **North Port**, 33 acres of once-vacant waterfront have been redeveloped into a regional hub for tourism, recreation, and business, catalyzing over $600 million in investment and supporting long-term employment across multiple industries.

These efforts extend into neighborhood and infrastructure improvements that strengthen community life and resilience. Enhancements at **Comiskey Park** have expanded recreation, safety, and local job opportunities, while the **Bee Branch Watershed Flood Mitigation** project has combined environmental cleanup with over $282 million in flood-mitigation efforts that supports jobs and protects businesses. Together, these projects demonstrate the broad impact of Brownfields investment across Dubuque.

Questions? Contact Jill Connors, Economic Development Director, at jilconno@cityofdubuque.org | 563-589-4213

FROM BROWNFIELDS TO COMMUNITY ANCHORS

$942 MILLION IN REINVESTMENT

$2 MILLION → $942 MILLION

Dubuque leveraged **$2 million** in EPA Brownfields funding into more than **$942 million** in total reinvestment.

HISTORIC MILLWORK DISTRICT

Brownfields-supported planning has helped prepare formerly industrial blocks for adaptive reuse. The district has attracted more than **$146 million** in combined public and private investment, creating housing and hundreds of construction, trades, hospitality, office, and creative-sector jobs, while establishing a vibrant mixed-use neighborhood that continues to attract and retain a skilled workforce.

NORTH PORT

EPA-supported assessments and planning helped redevelop 33 acres of vacant waterfront, **driving over $600 million in investment**, with **$28 million** more expected. Once contaminated and underused, the area is now a regional hub for tourism, recreation, business, and community life.

These investments have created long-term jobs across multiple industries, establishing the area as a strong regional employment anchor.

COMISKEY PARK REDEVELOPMENT

EPA-supported environmental work has strengthened Comiskey Park as a neighborhood hub, improving recreation, safety, and inclusive amenities for North End and Washington Neighborhood residents. **The City has also invested nearly $2 million in local funds to advance phase two improvements.**

The project supports local jobs through youth engagement, construction and maintenance work, and increased activity for nearby businesses.

BEE BRANCH WATERSHED

Brownfield due diligence and $600,000 in EPA grants have bolstered a $200 million flood-mitigation project. This initiative has created immediate construction jobs while safeguarding local businesses and long-term economic resilience through improved greenways and neighborhood infrastructure.

RETURN ON FEDERAL INVESTMENT

Dubuque has leveraged $2 million in EPA Brownfields funding into over $942 million in total reinvestment which is a remarkable 471:1 ratio. This 20-year effort has sustained thousands of jobs across the construction, engineering, and small business sectors while revitalizing local neighborhoods.

EPA funding remains a cornerstone of Dubuque's redevelopment, reducing environmental risk and priming historic and riverfront sites for growth. Ongoing partnership with the EPA ensures continued economic opportunity, infrastructure readiness, and long-term community resilience.

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	City of Dubuque Consumer Confidence Water Quality Report 2026
SUMMARY:	City Manager submitting the City of Dubuque Consumer Confidence Water Quality Report 2026. The City of Dubuque drinking water met all state and federal water quality requirements and had no drinking water violations in 2025.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo City of Dubuque Consumer Confidence Water Quality Report 2026
2. 2025 CCR City Manager Memo 5.26.26
3. 2026 Water CCR for Web

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: City of Dubuque Consumer Confidence Water Quality Report 2026

DATE: May 28, 2026

Water Department Director Chris Lester is submitting the City of Dubuque Consumer Confidence Water Quality Report 2026. The City of Dubuque drinking water met all state and federal water quality requirements and had no drinking water violations in 2025.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Amy Scheller, Fire Chief
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Joe Pregler, Chief Information Officer
Mary Rose Corrigan, Public Health Director
Tom Berger, Emergency Management Director
Randy Gehl, Public Information Officer
Nick Connolly, Water Operations Supervisor

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Christopher J. Lester, Water Department Director

DATE: May 26, 2026

RE: City of Dubuque Consumer Confidence Water Quality Report 2026

PURPOSE
The purpose of this memorandum is to provide notification that the City of Dubuque will be publishing its annual consumer confidence report documenting the 2025 water quality results.

BACKGROUND
The Iowa Administrative Code (the Code) 567-42.1(2) identifies the notification and procedure requirements for publicly owned and operated water supplies. The purpose of the notification procedure is to protect public health. The Iowa Department of Natural Resources assists local water supply owners with compliance of the Code and provides a detailed report containing information regarding the water quality of each public water supply.

DISCUSSION
The reports are required to be published and distributed to each water system's customers on or before July 1, 2026. The report may be found digitally at https://www.cityofdubuque.org/2026waterquality. Hard copies are also available from the following locations: the Eagle Point Water Treatment Plant, Water Distribution Office in the Municipal Service Center, City Hall, the City Hall Annex, Multicultural Family Center, Carnegie-Stout Public Library, Water & Resource Recovery Center, City of Dubuque Jule Intermodal, and upon request by contacting the Water Department.

The City of Dubuque drinking water met all state and federal water quality requirements and had no drinking water violations in 2025.

REQUESTED ACTION
I respectfully request the Consumer Confidence Report be placed on file.

Attachment: 2026 Consumer Confidence Report

Cc: Amy Scheller, Fire Chief
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Joe Pregler, Chief Information Officer
Mary Rose Corrigan, Public Health Director
Tom Berger, Emergency Management Director
Randy Gehl, Public Information Officer
Nick Connolly, Water Operations Supervisor

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

ANNUAL WATER QUALITY REPORT

2026

2025 DRINKING WATER SUMMARY

The City of Dubuque's Water Department is proud of the high quality of the City's readily available water supply, which meets all state and federal drinking water quality requirements.

We are pleased to inform you that Dubuque had no drinking water violations in 2025.

The City's water quality testing results shown in this report include testing for regulated contaminants that were at detectable levels in the distributed water. The contaminants or analytes are reported in comparison to a maximum contaminant level (MCL) established by the U.S. Environmental Protection Agency's (EPA) Safe Drinking Water Act. Testing is not required for each parameter every year.

For questions, contact:
Christopher Lester
Water Department Director
563-589-4291

DRINKING WATER INFORMATION

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants or potential health effects can be obtained by submitting a form on the Environmental Protection Agency's website (epa.gov/ground-water-and-drinking-water) or from the Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons, including those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers.

EPA/CDC guidelines on appropriate means to lower the risk of infection by Cryptosporidium and other microbial contaminants are available on the Environmental Protection Agency's website (epa.gov/ground-water-and-drinking water) or from the Safe Drinking Water Hotline (800-426-4791).

Dubuque's average household water rate for fiscal year 2027 is $23.17 per month.*

This is the second lowest of Iowa's largest cities that soften their water. The highest (Cedar Rapids) is 32% higher than Dubuque and the average is 16.2% higher than Dubuque.

**Average household rate based on 3,200 gallons per month*

100 gallons of City water costs only $0.72

Compare to 100 gallons of bottled water (20 oz. at $2.41 each), which costs over $1,540.

SOURCE WATER
INFORMATION

The City of Dubuque obtains water from the sand and gravel of the Apple-Plum Alluvial aquifer and the Jordan (Cambrian-Ordovician) aquifer. Every aquifer has a degree of susceptibility to contamination because of the characteristics of the aquifer, overlying materials, and human activity, including contamination from leaking underground storage tanks, contaminant spills, and excess fertilizer application.

Susceptibility to contamination generally increases with shallower aquifers because the characteristics of the aquifer and the overlying materials provide little protection from contamination at the land surface. Susceptibility to contamination generally decreases with deeper wells in the Jordan aquifer because the characteristics of the aquifer and the overlying materials provide moderate protection from contamination at the land surface.

The Apple-Plum Alluvial aquifer was determined to be highly susceptible to contamination, while the Jordan (Cambrian-Ordovician) aquifer has been determined to be slightly susceptible to contamination.

A detailed evaluation of your source water was completed by the Iowa Department of Natural Resources and is available on our website at cityofdubuque.org/water. You may also call 563-589-4291 to obtain a copy of the report.

LEAD & COPPER
REPORTING

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Dubuque Water Department is responsible for providing high-quality drinking water but cannot control the variety of materials used in plumbing components. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk.

Using an American National Standards Institute (ANSI) certified filter is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water.

Before using tap water for drinking, cooking, or making baby formulas, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead or galvanized service line, you may need to flush your pipes for a longer period. Lead tap sampling data can be found in the Iowa Drinking Water Data Portal at programs.iowadnr.gov/iowadrinkingwater.

The Dubuque Water Department has completed a comprehensive service line

inventory. Please contact us for information regarding the inventory and how you can access the results.

If you are concerned about lead in your water, and would like to have your water tested, please contact the Water Department at 563-589-4291. Additionally, information on lead in drinking water, testing methods, and steps to minimize exposure can be found on the Environmental Protection Agency's website at epa.gov/safewater/lead.

PFAS CHEMICALS

The Dubuque Water Department recognizes concerns about PFAS and works to reduce potential exposure to these chemicals. In 2025, PFAS levels in Dubuque's drinking water remained within the Environmental Protection Agency's lifetime interim health advisory limits. For more information, visit cityofdubuque.org/PFAS or the Environmental Protection Agency's PFAS webpage: epa.gov/pfas.

CITY OF DUBUQUE
WATER DEPARTMENT

The Dubuque Water Department is dedicated to producing and delivering drinking water that is in compliance with all state and federal drinking water standards.

The City of Dubuque's distribution system is composed of 330.4 miles of water mains ranging from 4-inches to 30-inches in diameter, 8,008 control valves, and 2,606 fire hydrants throughout the city.

It is our goal to operate and maintain a water distribution system consistent with established procedures recognized by the American Water Works Association for efficient management practices. We continually strive to adopt new and better methods of delivering the best quality drinking water.

TABLE DEFINITIONS

Action Level (AL) - The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.

LRAA - Locational Running Annual Average

Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available technology.

Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a drinking water disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health.

N/A - Not Applicable

ND - Not Detected

ppb - Parts Per Billion

ppm - Parts Per Million

RAA - Running Annual Average

Revised Total Coliform Rule (RTCR) - Establishes a maximum contaminant level (MCL) based on the presence or absence of total coliforms, modifies monitoring requirements including testing for fecal coliforms or E. coli, requires use of a sample siting plan.

SGL - Single Sample Result

Treatment Technique (TT) - A required process intended to reduce the level of a contaminant in drinking water.

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cityofdubuque.org/water
563-589-4291

Distribution System Report

ANALYTE	MCL - (MCLG)	COMPLIANCE		RANGE		DATE	VIOLATION	TYPICAL SOURCE
		TYPE	VALUE	MIN	MAX			
Total Trihalomethanes (ppb)	80 (N/A)	LRAA	57	40	80	3/31/2025	NO	By-products of drinking water chlorination
Total Haloacetic Acids (ppb)	60 (N/A)	LRAA	6	6	7	3/31/2025	NO	By-products of drinking water chlorination
Chlorine (ppm)	MRDL = 4.0 (MRDLG = 4.0)	RAA	1.1	0.39	1.79	12/31/2025	NO	Water additive used to control microbes; disinfection

Finished Water Tap Report

ANALYTE	MCL	MCLG	COMPLIANCE		RANGE		DATE	VIOLATION	TYPICAL SOURCE
			TYPE	VALUE	MIN	MAX			
Nitrate [as N] (ppm)	10	10	SGL	0.58	N/A	N/A	2025	NO	Runoff from fertilizer use; Leaching from septic tanks; sewage; Erosion of natural deposits.
Fluoride (ppm)	4	4	SGL	0.62	N/A	N/A	7/21/2021	NO	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A	N/A	SGL	14	N/A	N/A	7/10/2024	NO	Erosion of natural deposits; Added to water during treatment process

Lead and Copper Report

ANALYTE	AL	MCLG	SAMPLES		COMPLIANCE		DETECT		DATE	VIOLATION	TYPICAL SOURCE
			TOTAL	EXCEED	TYPE	VALUE	MIN.	MAX.			
Lead (ppb)	15	0	30	0	90th	5.00	ND	11	2023	NO	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
Copper (ppm)	1.3	1.3	30	0	90th	0.03	ND	0.05	2023	NO	Corrosion of household plumbing systems; Erosion of natural deposits

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Eagle Point Water Treatment Plant Boiler Replacement Project - Solicit Consulting Engineering Design Services
SUMMARY:	City Manager recommending City Council authorize the Water Department to release a request for qualifications for design of the Eagle Point Water Treatment Plant Boiler Replacement Project. Due to the timing of the project, the funding for this project will be subject to the first budget amendment in FY27.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Eagle Point WTP Boiler Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ
2. EP WTP Boiler Repl Authorize Design RFQ Memo

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Treatment Plant Boiler Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ

DATE: May 26, 2026

Water Department Director Christopher Lester is recommending City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057). Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

The FY26 CIP Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) budget includes a total budget $226,667.00 for existing equipment repairs and for the study and design of a replacement boiler project, with funding through the Water Construction Fund. The repairs, study, and design associated with the project are expected to take place within FY26 and FY27.

FY26 funding is planned to be used to hire a consulting engineer to appropriately size and then design a system to replace the boilers in the main plant and the sludge plant buildings.

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
Justin Hogan, Facilities Manager (Engineering)
Eldon Schneider, Water Project Supervisor
Nick Connolly, Plant Operations Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: May 22, 2026

SUBJECT: Eagle Point WTP Boiler Replacement Project - Authorization to Solicit Consulting Engineering Design Services RFQ

INTRODUCTION

The purpose of this memorandum is to request authorization from City Council to release a request for qualifications (RFQ) for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057).

Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

BACKGROUND

This project provides funding for replacement of the aging boilers at the Eagle Point WTP. The existing boilers were installed in 1995 and are at the end of their service life. New boilers will be more fuel efficient and will contribute to less carbon emissions. Initial conversations with engineers, vendors, and insurance inspectors has brought to light the need for a replacement boiler system within the next 5 years following some initial repairs. Changes to HVAC/Boiler codes will require changes to the equipment room at the facility to be compliant with said codes.

The FY26 CIP Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) budget includes a total budget $226,667.00 for existing equipment repairs and for the study and design of a replacement boiler project, with funding through the Water Construction Fund. The repairs, study, and design associated with the project are expected to take place within FY26 and FY27.

FY26 funding is planned to be used to hire a consulting engineer to appropriately size and then design a system to replace the boilers in the main plant and the sludge plant buildings.

The process was started in early 2026 with a study phase to identify heating demands to appropriately size the boilers and process demand has changed since initial installation. The study evaluated if the current space is adequate to enable a retrofit, or if a new remote location outside of the existing building extents would be required. It also evaluated if the currently separate systems at the sludge plant and main plant could be effectively combined.

MODUS Engineering prepared and submitted the results of that Study to Water Department staff. A Selected Alternative have been established for use in the next design phase. The scope is expected to include:

- Main Plant architectural updates to allow second means of egress from boiler room.
- Main Plant replacement of steam boilers with hot water boilers (2x at 2,500 MBtu each and 1x at 399 MBtu).
- Main Plant replacement of steam piping and terminal units with hot water piping and terminal units.
- Sludge Plant replacement of steam boiler with hot water boilers (4x at 399 MBtu, each)
- Sludge Plant replacement of steam piping and terminal units with hot water piping and terminal units.

The design will focus on creating design and construction documents necessary for bidding and construction activities.

Future funding will be required for construction costs to retrofit the building to bring it up to current code or construct a new structure to house the replacement equipment, as designed. The Water Department plans to request additional funds in FY28 or FY29 to be able to complete construction of the boiler project as the operability conditions of the existing boilers warrants.

DISCUSSION

The Water Department is embarking on starting the design phase of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) in the Summer of 2026. An RFQ has been prepared with the input of various City staff members. The following staff members make up the RFQ Committee. This team will review proposals of firms that respond and formulate a recommendation:

- Chris Lester, Water, Department Director
- Jennifer Larson, Finance, Chief Financial Officer
- Eldon Schneider, Water (Project Supervisor for the Project)
- Nick Connolly, Water
- Justin Hogan, Facilities Manager (Engineering)

Bidding and Negotiation, and Construction Administration services will not be included in the proposal requests. We expect that future construction-focused phases will be awarded once a construction timeframe is established.

Upon receipt and review of the proposals, the Water Department will recommend and request authorization from the City Manager for award of the services through execution of a contract that formalizes the scope and associated fee.

PROJECT SCHEDULE

The desired project schedule for the initial phase is as follows:

City Council Authorizes Soliciting Design Services RFQ	June 1, 2026
City Advertises Design Services RFQ	June 3, 2026
Respondent Questions Due	June 18, 2026
Response Addendum Due	June 25, 2026
Respondent Qualifications Due	July 2, 2026
RFQ Committee Reviews Responses and Prepares Shortlist	July 9, 2026

RFQ Committee Completes Shortlist Interviews	July 14-15, 2026
RFQ Committee Completes Recommendation to City Manager	July 23, 2026
City Council Authorizes Design Services Award	August 3, 2026
RFQ Committee and Engineer Prepare Contract Scope	August 21, 2026
RFQ Committee Completes Recommendation to City Manager	August 28, 2026
City Council Authorizes Design Services Agreement	September 7, 2026
Design Engineer Completes Final Design Documents	January 29, 2027

BUDGET IMPACT

The original estimate of probable cost for the Eagle Point WTP Boiler Replacement Project (CIP No. 4281000054 and 4281000057) is provided as follows:

Description	Cost Estimate
Legal Expenses	$0.00
Land and Easements	$0.00
Professional Services (Report or Planning)	$20,000.00
Professional Services (Design)	$170,000.00
Professional Services (Construction)	$70,000.00
Construction	$1,310,000.00
Main Plant	*$1,000,000.00*
Sludge Plant	*$310,000.00*
Equipment	$35,000.00
Main Plant Make-Up Tank Repairs	*$15,000.00*
Sludge Plant Make-Up Tank Repairs	*$10,000.00*
Circulation Pump Repairs	*$10,000.00*
Contingency	$321,667.00
Total Estimated Project Cost	**$1,926,667.00**

Budgeted Expenses for the Eagle Point WTP Boiler Replacement Project (CIP No. 4281000054 and 4281000057) are provided as follows:

CIP	Fund	Budgeted Expenses	Amount
4281000054	WCF	Equipment	$8,779.00
4281000057	WCF (FY26 Carry-Over)	Equipment and Consulting Engineer (Design Phase)	$217,898.00
Total Project Budgeted Expenses			**$226,667.00**
Proposed Future FY Additions			
TBD	WCF	Consulting Engineer (Construction Phase)	$70,000.00
TBD	WCF	Construction	$1,630,000.00
Total Project Budgeted Expenses (pending Future FY Budget Approval)			**$1,926,667.00**

The Project estimate related to repairs and design, as currently available in budgeted funding, can be summarized as follows:

Description	Award
Equipment	
Main Plant Make-Up Tank Repairs	$15,000.00
Sludge Plant Make-Up Tank Repairs	$10,000.00
Circulation Pump Repairs	$10,000.00
Professional Services (Report or Planning) - **ACTUAL**	$17,960.00
Professional Services (Design)	$170,000.00
Contingency	$3,707.00
Total Project Cost	**$226,667.00**

The proposed design phase funds will be pulled from the currently available FY26 Consulting Engineer (Design Phase) line item which has a current available expense value of $208,717.00 (as of 04/21/2026).

ACTION TO BE TAKEN

I respectfully request that the City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057). 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
Justin Hogan, Facilities Manager (Engineering)
Eldon Schneider, Water Project Supervisor
Nick Connolly, Plant Operations Supervisor

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	White Street Cycle Track – Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program Grant Application Approval
SUMMARY:	City Manager recommending City Council adopt the attached resolution and authorize city staff to submit the Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program grant application for the Federal Fiscal Year 2027-2030 funding cycle for the White Street cycle track project. **RESOLUTION** Authorizing the filing of a Grant Application with the Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (Tap) Grant Assist with Funding the White Street Cycle Track Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo DMATS Application Approval
2. Staff Memo
3. Resolution
4. 2027 CIP Central & White Street Corridor
5. CITY Proposed Phasing Plan & Estimated Costs - Cycle track

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: White Street Cycle Track – Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (TAP) Grant Application Approval

DATE: May 27, 2026

Planning Services Director Wally Wernimont is recommending City Council adopt the attached resolution and authorize city staff to submit the Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (TAP) grant application for the Federal Fiscal Year 2027-2030 funding cycle for the White Street cycle track project.

The estimated cost to construct the cycle track from 5th Street to 19th Street is $2.9 million. The TAP grant from DMATS has $905,000 available, which would reduce the City funds required. The DMATS Board took the action of removing the $250,000 cap for TAP grant awards with the intent that the City of Dubuque would submit an application for White Street that could utilize this entire amount. The TAP grant is set up with an 80% federal/20% local share. In this case, the local match for the $905,000 grant would be $226,250.

The City has $9,770,000 budgeted for the Central and White project in the Fiscal Year 2027 – 3031 Capital Improvement Program that could be used as the local match. Alternately, additional grant funding is being applied for from the Iowa Department of Transportation State Recreational Trails grant program. This could be up to $500,000. Since those are state funds, they could be used as the federal match, and the federal TAP funds could be used as the 20% match for the state grant.

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
Jenny Larson, Chief Finance Officer
Anderson Sainci, Director of Strategic Partnerships
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director
Jason Duba, Assistant Planner

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TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: White Street Cycle Track – Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (TAP) Grant Application Approval

DATE: May 26, 2026

INTRODUCTION

The enclosed resolution authorizes the city to file the Transportation Alternatives Program (TAP) grant application with the Dubuque Metropolitan Area Transportation Study (DMATS) for the Federal Fiscal Year 2027-2030 funding cycle to fund improvements to White Street to construct a two-way cycle track.

BACKGROUND

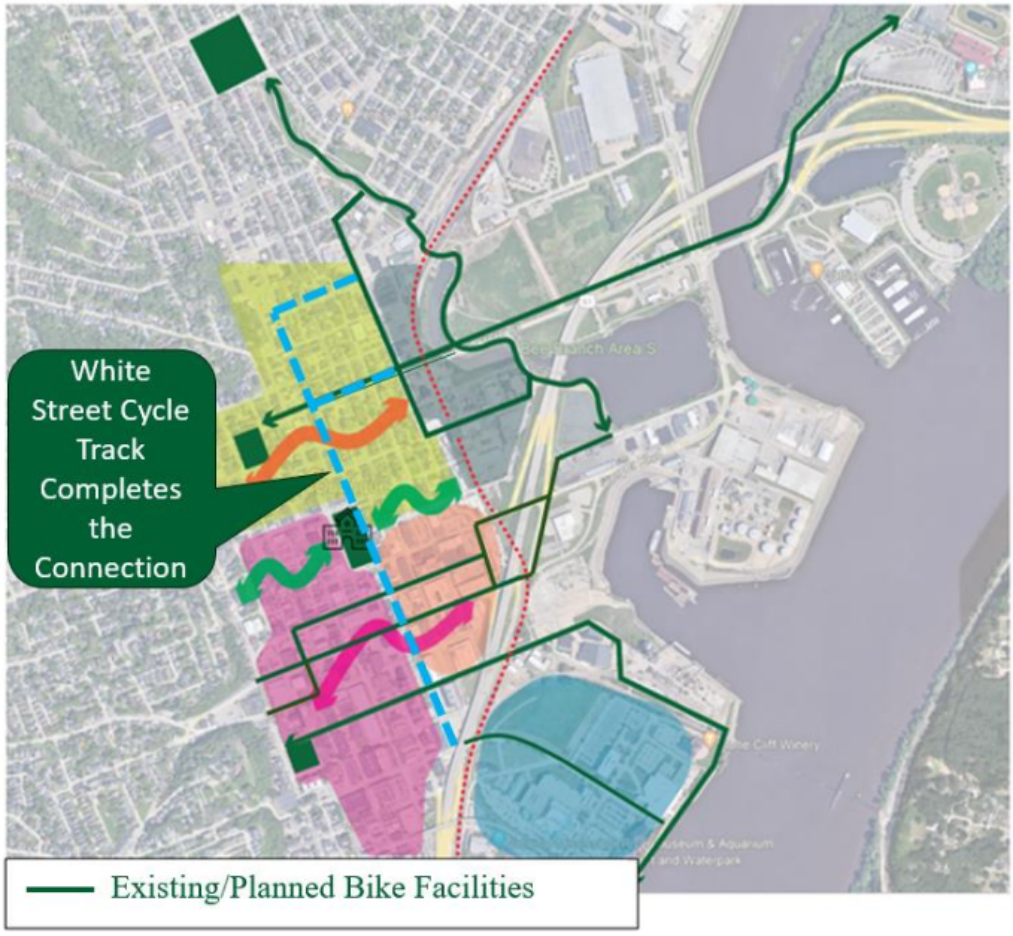
The City Council, at their meeting on January 21, 2025, approved the Central Avenue and White Street Corridor Study. They adopted the Multi-Modal Alternative as their preference for the redevelopment and revitalization of the Central Avenue and White Street corridors.

DISCUSSION

The Multi-Modal Alternative includes a widened sidewalk on Central Avenue and a two-way raised cycle track on White Street. This Transportation Alternatives Program grant application is for improvements to construct the two-way cycle track. The cycle track is planned to facilitate safe, convenient bicycle travel on a north-south street through the middle of downtown Dubuque. A key feature of this infrastructure is that it would be grade separated from the White Street roadway.

The proposed cycle track will facilitate connections to destinations such as work, school, shopping, culture, and social throughout the downtown street network. The cycle track will also facilitate access to the existing multi-modal trail system. It will intersect the bike lanes on 9th and 10th streets, which are being extended to connect to a new segment of the Bee Branch trail in a construction project later this summer. The cycle track's northern end is at 19th Street, and bike riders can also access the Bee Branch just a few blocks east of there. Once on the Bee Branch, people may access Chaplain Schmitt Island trails, the Jaycees Trail, the North End Trail, and the Heritage Trail.

Rendering of a typical cross-section of White Street with the two-way cycle track



Map showing connections cycle track will make to existing and planned bike facilities

BUDGET IMPACT

The estimated cost to construct the cycle track from 5th Street to 19th Street is $2.9 million. The TAP grant from DMATS has $905,000 available, which would reduce the City funds required. The DMATS Board took the action of removing the $250,000 cap for TAP grant awards with the intent that the City of Dubuque would submit an application for White Street that could utilize this entire amount. The TAP grant is set up with an 80% federal/20% local share. In this case, the local match for the $905,000 grant would be $226,250.

The City has $9,770,000 budgeted for the Central and White project in the Fiscal Year 2027 – 3031 Capital Improvement Program that could be used as the local match. Alternately, additional grant funding is being applied for from the Iowa Department of Transportation State Recreational Trails grant program. This could be up to $500,000. Since those are state funds, they could be used as the federal match, and the federal TAP funds could be used as the 20% match for the state grant.

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the attached resolution and authorize city staff to submit the Dubuque Metropolitan Area Transportation Study (DMATS) Transportation Alternatives Program (TAP) grant application for the White Street cycle track project.

cc: Jenny Larson, Chief Finance Officer
Anderson Sainci, Director of Strategic Partnerships
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Ian Hatch, Assistant Economic Development Director
Jason Duba, Assistant Planner

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Trish Gleason, Assistant City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

RESOLUTION NO. -26

RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE DUBUQUE METROPOLITAN AREA TRANSPORTATION STUDY (DMATS) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT ASSIST WITH FUNDING THE WHITE STREET CYCLE TRACK PROJECT

Whereas, the Dubuque Metropolitan Area Transportation Study (DMATS) has allocated Transportation Alternatives Program (TAP) funds to be used on "pedestrian and bicycle facilities, recreational trails, and community improvements."

Whereas, the City of Dubuque City Council approved the Central Avenue and White Street Corridor Study in January 2025, adopting the Multi-Modal Alternative as their preference for the redevelopment and revitalization of the Central Avenue and White Street corridors. The Multi-Modal Alternative includes a widened sidewalk on Central Avenue and a two-way raised cycle track on White Street.

Whereas, the planned 10' wide two-way cycle track will be located on the west side of White Street, extending from 5th Street to 19th Street. The cycle track will be separated from vehicle traffic, providing safety and comfort for bike riders through downtown Dubuque. The cycle track will intersect with existing and proposed bike lanes and facilitate connections to trails, helping to build a network of bicycle infrastructure.

Whereas, the City is seeking funding through the DMATS Transportation Alternatives Program grant to assist with funding the cost of constructing the described cycle track.

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

Section 1. The City is hereby authorized to file the grant application with the Dubuque Metropolitan Area Transportation Study (DMATS) for the Federal Fiscal Year 2027-2030 funding cycle of the Transportation Alternatives Program (TAP) grant to assist with funding the two-way cycle track on White Street from 5th Street to 19th Street.

Passed, approved and adopted this day of 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Trish Gleason, Assistant City Clerk

DEPARTMENT:	STATE PROGRAM:	PROJECT TITLE:	YEAR FIRST SUBMITTED:	TOTAL PROJECT COST
55 - Engineering / Street	2C - Public Works	Central Avenue White Street Corridor Master Plan Design and Implementation Improvements 4th - 22nd Street	FY 2023	$ 11,170,000
			PROJECT NO: 5521000065	

2025 EXPENSE	2026 BUDGET	PROJECT BUDGET	2027	2028	2029	2030	2031	2032
		A. EXPENDITURE ITEMS						
$ —	$ —	Construction	$ 330,000	$ 1,760,000	$ 1,780,000	$ 2,900,000	$ 3,000,000	$ 16,402,670
$ —	$ 400,000	Engineering Services	$ —	$ —	$ —	$ —	$ —	$ —
$ —	$ 1,000,000	Property Acquisition	$ —	$ —	$ —	$ —	$ —	$ —
$ —	$ 1,400,000	TOTAL	$ 330,000	$ 1,760,000	$ 1,780,000	$ 2,900,000	$ 3,000,000	$ 16,402,670
		B. PROJECT FINANCING						
$ —	$ 1,400,000	Greater Downtown TIF	$ —	$ —	$ —	$ —	$ —	$ —
$ —	$ —	G.O. Debt (Sales Tax Fund 30%)	$ 330,000	$ 1,760,000	$ 1,780,000	$ 2,900,000	$ 3,000,000	$ 16,402,670
$ —	$ 1,400,000	TOTAL	$ 330,000	$ 1,760,000	$ 1,780,000	$ 2,900,000	$ 3,000,000	$ 16,402,670

PROJECT DESCRIPTION/JUSTIFICATION

This project is identified in the comprehensive plan and is a City Council 2025 - 2027 High Priority. This project will provide funding to implement recommendations outlined in the adopted Central Avenue Streetscape Master Plan along Central Avenue between 11th and 22nd Streets, as well as recommendations from the traffic study for the Central and White Street corridors

The Central Avenue and White Street corridor traffic study was completed in January 2025. Current funding is for the Central Ave & White St Design phase I, which includes design work for

1. Restriping the whole corridor (pavement markings) for transition for future construction and visual changes to the corridor,
2. On-Street Parking removal analysis for any off-street needs,
3. Construction design for Central Ave, White St, and the side streets in multiple sections (bite size pieces) from 14th St to 22nd St. and
4. Construction Design for the Cycle Track along the west side of White St.

The FY26 includes $400,000 for engineering design services and $1 million to create proposed new public parking opportunities to replace on street spaces lost on Central and White Streets, if applicable. FY27 is funding for the restripe design of the entire Central Avenue and White Street corridor, 4th-22nd, and continue the FY26 design work. FY28 is improvements from 14th - 17th Street. FY29 is improvements from 17th - 20th Street, and continue improvements to 14th -17th Streets. FY30 is funding for construction of the Cycle Track on the west side of White Street from 5th to 19th Street, and to continue improvements from 17th - 20th Streets. FY2031 and beyond will require $14 million in additional investment to do 20th - 22nd, and 4th -14th Street on Central Avenue and White Street.

DEPARTMENT:	STATE PROGRAM:	PROJECT TITLE:	YEAR FIRST SUBMITTED:	FY 2023	TOTAL PROJECT COST
55 - Engineering / Street	2C - Public Works	Central Avenue White Street Corridor Master Plan Design and Implementation Improvements 4th - 22nd Street	PROJECT NO:	5521000065	$ 9,770,000

PROJECT DESCRIPTION/JUSTIFICATION (cont.)
The Corridor is beginning to see private investment in building improvements and business location. The implementation of public infrastructure improvements is needed to support and leverage that private investment by creating a more pedestrian-friendly, complete streets corridor and attracting residents from other areas of the community.

It is anticipated that this project may have an impact on operating costs associated with infrastructure improvements, although those costs are unknown until the specific improvements and amenities in the corridor are identified and implemented. These costs will be integrated into the budgets of departments whose staff will be maintaining these improvements, as progress is made. This effort addresses the Comprehensive Plan goal of creating walkable, mixed-use areas.

RELATIONSHIP TO OTHER PROJECTS
This project is related to the adopted Central Avenue Streetscape Master Plan, the Central Avenue / White Street Traffic Study for 1-Way to 2-Way Conversion (Project #5524000038), Central Avenue Streetscape Design 1-Way to 2-Way (Project #5521000017), and Central Avenue Corridor Streetscape Master Plan Implementation (Project #6051000001).

OUTCOME
Livable Neighborhoods and Housing: Great Place to Live: Increase the visual appeal and beauty of the city with attractive gateways, corridors, streetscapes/ landscaping.

FUNDING RESTRICTIONS
Downtown TIF, G.O. Debt (GDTIF), Sales Tax 30%, Road Use Tax

PROJECT ADDRESS/SERVICE AREA
Central Avenue Corridor from 4th to 22nd Streets

Proposed phasing plan and estimated costs - White Street cycle track

Item No.	Item Code	Description	Unit	Phase 2	Price	Subtotal
1	2010-E	EXCAVATION, CLASS 10	CY	770	$ 11.00	$ 8,470.00
2	2010-G	SUBGRADE PREPARATION	SY	4603	$ 5.00	$ 23,015.00
3	2010-J	SUBBASE, MODIFIED, 6 INCHES	SY	4603	$ 13.00	$ 59,839.00
4	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	150	$ 114.00	$ 17,100.00
5	4020-A-1	STORM SEWER, TRENCHED, RCP, 24 INCH	LF	1000	$ 190.00	$ 190,000.00
6	4040-A	SUBDRAIN, TYPE 1C, PVC, 6 INCH	LF	3300	$ 26.00	$ 85,800.00
7	4040-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH	EA	18	$ 940.00	$ 16,920.00
8	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH	EA	24	$ 590.00	$ 14,160.00
9	6010-A	STORM MANHOLE, SW-401, 60 INCH	EA	11	$ 9,300.00	$ 102,300.00
10	6010-B	INTAKE, SW-505	EA	30	$ 8,800.00	$ 264,000.00
11	6010-B	INTAKE, SW-506	EA	11	$ 11,900.00	$ 130,900.00
12	7010-A	PAVEMENT, PCC, 9 INCH, C-SUD	SY	1500	$ 90.00	$ 135,000.00
13	7021-B	ASPHALT OVERLAY, 3 IN., SURFACE, 1/2 IN., STANDARD TRAFFIC	SY	510	$ 19.00	$ 9,690.00
14	7030-A-1	REMOVAL OF SIDEWALK	SY	5489	$ 14.00	$ 76,846.00
15	7030-A-3	REMOVAL OF DRIVEWAY	SY	1226	$ 15.00	$ 18,390.00
16	7030-C	SHARED USE PATH, PCC, 6 INCH (CYCLE TRACK)	SY	3969	$ 61.00	$ 242,109.00
17	7030-E	SIDEWALK, PCC, 4 INCH	SY	5489	$ 59.00	$ 323,851.00
18	7030-E	SIDEWALK, PCC, 6 INCH	SY	384	$ 93.00	$ 35,712.00
19	7030-G	DETECTABLE WARNING	SF	300	$ 59.00	$ 17,700.00
20	7030-H-1	DRIVEWAY, PAVED, PCC, 7 INCH	SY	1226	$ 93.00	$ 114,018.00
21	7040-H	PAVEMENT REMOVAL	SY	7640	$ 17.00	$ 129,880.00
22	8010-A	TRAFFIC SIGNAL	LS	0.26	$ 650,000.00	$ 169,000.00
23	8030-A	TEMPORARY TRAFFIC CONTROL	LS	0.2	$ 800,000.00	$ 160,000.00
24	11020-A	MOBILIZATION	LS	0.2	$ 1,300,000.00	$ 260,000.00
25	12030-X-X	STREET LIGHT AND FOUNDATION	LS	0.15	$ 1,000,000.00	$ 150,000.00
26	12040-X-X	MISC REMOVALS	LS	0.1	$ 600,000.00	$ 60,000.00
27	12050-X-X	SIGNS AND PAVEMENT MARKINGS	LS	0.4	$ 160,000.00	$ 64,000.00

SEWER	$ 912,504.00
ROADWAY	$ 1,966,196.00
TOTAL	$ 2,878,700.00

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 Acceptance
SUMMARY:	City Manager recommending accepting of the Public Improvements and authorizing the payment of $1,018,736.41 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1. **RESOLUTION** Accepting the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 and Authorizing Final Payment to the Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Iowa Amphitheater on Schmitt Island Project Bid Package No 1 Site Demolition and Mass Grading Acceptance of Public Imp Const Contract
2. Iowa Amphitheater - Bid Package No. 1 - Acceptance MEMO
3. Iowa Amphitheater - Bid Pack No. 1 - Accepting the Project and Authorizing Final Payment Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Package No. 1 (Site Demolition & Mass Grading)
Acceptance of Public Improvement Construction Contract
Project Number: 5575000022

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council accept the Public Improvements and authorize the payment of $1,018,736.41 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1.

Bid Package No.1 included the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

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
Anthony Williams, President & CEO, Q Casino & DRA
Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Matthew Kalcevich, Parks & Recreation Director
Wally Wernimont, Planning Services Manager
Tracy Schadle, Administrative Support Professional

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: **May** 26, 2026

RE: Iowa Amphitheater on Schmitt Island Project
Bid Package No. 1 (Site Demolition & Mass Grading)
Acceptance of Public Improvement Construction Contract
Project Number: 5575000022

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be $3,000,000 with a local match of $12,442,961 for a total project cost of $15,442,961.

Funding for the local match in the required amount of $12,442,961 is as follows:

G.O. Debt (Greater Downtown TIF):	$8,784,961
DRA contribution:	$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create *“a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.”* The City of Dubuque and the Dubuque Racing Association (DRA) are partnering on this impactful project to create a unique

and exciting gateway into Iowa that will help grow the economy across the State, build upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project was bid as two separate contracts:

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 included the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of $1,018,736.41 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1.

BUDGET IMPACT

The project cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 is summarized in the following table:

Description	Cost Estimate	Award	Final Cost
Construction Contract (Bid Package No. 1)	$ 1,018,000.00	$ 819,676.45	$ 1,018,736.41
Contingency	101,800.00	101,800.00	
Consultant Design Services	290,400.00	290,400.00	290,985.16
Construction Admin, Engineering & Inspection	62,000.00	62,000.00	155,000.00
Total Project Cost Estimate	$ 1,472,200.00	$ 1,273,876.45	$ 1,464,721.57

The current project funding summary is as follows:

Project No.	Fund Description	Fund Amount
5575000022	G.O. Debt (Greater Downtown TIF)	$ 445,985.16
	DRA Contribution	1,018,736.41
Total Project Funding		$ 1,464,721.57

The Destination Iowa Grant funding is not paying for the construction costs for Bid Package No. 1 (Demolition & Mass Grading) work because it is included in the local match required for the overall Iowa Amphitheater project.

The Urban Renewal debt issued through Greater Downtown TIF is being repaid by the Dubuque Racing Association (DRA).

Increased construction costs for the Bid Package No. 1 Project are due to additional grading work associated with the project. Bid Package No. 2, which is currently under construction, is being managed to align with the total Amphitheater project budget.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the Public Improvement and establishing the final contract amount for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 Project.

cc: Anthony Williams, President & CEO, Q Casino & DRA
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer

Matthew Kalcevich, Parks & Recreation Director
Wally Wernimont, Planning Services Manager
Tracy Schadle, Confidential Account Clerk

Prepared by Nathan Steffen, PE, 50 W 13th St., Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

ACCEPTING THE IOWA AMPHITHEATER ON SCHMITT ISLAND PROJECT – BID PACKAGE NO. 1 AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (the Project) which included the amphitheater site demolition and mass grading; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Eastern Iowa Excavating & Concrete, LLC (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $1,018,736.41; and

WHEREAS, the Contractor has previously been paid $1,008,799.59, leaving a balance of $9,936.82; and

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

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

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

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $9,936.82 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved and adopted this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

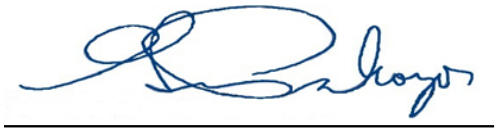
Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE IOWA AMPHITHEATER ON SCHMITT ISLAND PROJECT – BID PACKAGE NO. 1

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Chaplain Schmitt Island Trail Connection Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $ 1,464,721.57.

Dated this 1st day of June 2026.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 1st day of June 2026.

_____

Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Kerper Blvd Lift Station Replacement Project Acceptance
SUMMARY:	City Manager recommending accepting the public improvements and to authorize the payment of the final contract amount of $1,809,149.13 to Tschiggfrie Excavating, for the Kerper Boulevard Lift Station Project. **RESOLUTION** Accepting the Kerper Boulevard Lift Station Project and Authorizing Final Payment to the Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo - Kerper Boulevard Lift Station Project Accept of Public Improvement
2. KerperBlvdLS-Council Accept Memo
3. 2 Acceptance Resolution Kerper Blvd Sanitary LS Project

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Kerper Boulevard Lift Station Project
Acceptance of Public Improvement
Project No. 5581500047

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the public improvements and to authorize the payment of the final contract amount of $1,809,149.13 to Tschiggfrie Excavating, for the Kerper Boulevard Lift Station Project.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Max O'Brien, Assistant Public Works Director – Project Manager
Jenny Larson, Chief Financial Officer
Laura Benforf, Budget Manager
Deron Muehring, Water & Resource Recovery Center Director
Todd Irwin, Water Resource Project Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Kerper Boulevard Lift Station Project
Acceptance of Public Improvement
Project No. 5581500047

DATE: May 26, 2026

INTRODUCTION
The enclosed resolution provides for the acceptance of the construction contract for the Kerper Boulevard Lift Station Project.

BACKGROUND
In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately $45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The project provided for the replacement of the existing Kerper Boulevard Lift Station with a new facility located north of the existing site. The lift station is a triplex lift station capable of a rated flow of 1,420 gpm with two operating pumps to accommodate existing and future flows within the service area limits.

The existing lift station has been decommissioned and the new station is active.

DISCUSSION
Kerper Boulevard Lift Station Project was completed by Tschiggfrie Excavating in the final contract amount of $1,809,149.13. A 1.85% decrease to the original contract amount of $1,843,385.90 which was due to reduction to quantities of materials under the contract unit prices needed to complete the project through coordination of work with Engineering and Water Resource Recovery Center staff.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the final contract amount of $1,809,149.13 to Tschiggfrie Excavating for the Kerper Boulevard Lift Station Project.

BUDGET IMPACT

The summary of project costs for the Kerper Boulevard Lift Station Project is as follows:

Description	Cost Estimate	Award	Final
Planning & Design *	$ 202,100.00	$ 202,100.00	$ 202,100.00
Construction	$ 1,626,615.00	$ 1,843,385.90	$ 1,809,149.13
Contingency	$ 243,992.25	$ 184,338.59	$ 0.00
Contract Admin / Construction Engineering *	$ 45,200.00	$ 45,200.00	$ 45,200.00
Total Project Cost	**$ 2,117,907.25**	**$ 2,275,024.49**	**$ 2,056,449.13**

(*Note: The indicated consultant services phases of the project are already contracted with Origin Design and are funded costs utilized ARPA funding)

The project funding (for construction costs) is summarized below:

Kerper Boulevard Lift Station Project Final Construction Funding Costs		
5581500047	Kerper Lift Station Sanitary Sewer Improvements (FY25 ARPA)	$1,798,266.00
5581500047	Kerper Lift Station Sanitary Sewer Improvements (FY26 Request)	$ 500,000.00
	Total Project Funding	**$2,298,266.00**

REQUESTED ACTION

The City Council is requested to adopt the attached resolution accepting the public improvements and to authorize the payment of the final contract amount of $1,809,149.13 to Tschiggfrie Excavating, for the Kerper Boulevard Lift Station Project.

Prepared by Max O'Brien

cc: Jenny Larson, Chief Financial Officer
Laura Benforf, Budget Manager
Deron Muehring, Water & Resource Recovery Center Director
Todd Irwin, Water Resource Project Supervisor

Prepared by Kerry Bradley City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. -26

ACCEPTING THE KERPER BOULEVARD LIFT STATION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Kerper Boulevard Lift Station Project (the Project) provided for the replacement of the existing Kerper Boulevard Lift Station with a new facility located north of the existing site. The lift station is a triplex lift station capable of a rated flow of 1,420 gpm with two operating pumps; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Tschiggfrie Excavating (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $1,809,149.13;

WHEREAS, the Contractor has previously been paid $1,753,089.34, leaving a balance of $56,059.79; and

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

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

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

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $56,059.79 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE INSERT PROJECT NAME

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Kerper Boulevard Lift Station Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $ 2,056,449.13.

Dated this 27th day of May, 2026.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the _____ day of _____, ____.

Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	National Register of Historic Places - Expansion of the Old Main Historic District
SUMMARY:	Historic Preservation Commission recommending approval of the Chadwick Block at 249 W 1st Street for inclusion in the National Register of Historic Places, through a district expansion for the Old Main Street National Register Historic.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. HPC Letter to CC
2. SNRC Notification CLG Old Main Dubuque
3. IA_Dubuque Old Main Street Historic District Form
4. IA_Dubuque Old Main Street Historic District Photos
5. IA_Dubuque Old Main Street Historic District Photo Key
6. CLG Evaluation Form - SIGNTURE REQUIRED

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Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

May 27, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

RE: Request for comment on the expansion of the Old Main Street National Register Historic District Boundary

Dear Mayor and City Council Members:

The State Nominations Review Committee (SNRC) plans to consider the Chadwick Block at 249 W 1st Street for inclusion in the National Register of Historic Places (NRHP), through a district expansion for the Old Main Street National Register Historic district during their June 12, 2026 meeting. As a participant of the Certified Local Government Program, the City of Dubuque is required to review and comment on the proposed National Register modifications of districts within its jurisdiction. The State has provided the enclosed copy of the nomination, photographs, and review form for this nomination.

The Historic Preservation Commission reviewed the enclosed nomination at the May 27, 2026 meeting. The State has requested the Commission comment on whether the Chadwick Block at 249 W 1st Street meets significance criteria (A, B, C or D) for listing in the National Register of Historic Places. The Commission and City Council shall make comment to the state within 60 days of their notice, and must conduct a public meeting where the public is notified of the opportunity to provide comment, along with the owner of the relevant property involved and their representative, the consultant. The nomination indicates that the structure is locally significant under Criterion A, for Commerce, and Criterion C for Architecture.

The Commission noted the owner's work to utilize Historic Tax Credits and City of Dubuque funding to remove the inappropriate facades and restore the building is commendable and the structure helps serve as a gateway to Dubuque as well as add to the fabric of the Old Main Street National Register Historic District. This project restores housing and quality commercial space to the district.

Recommendation

At the May 27 meeting of the Historic Preservation Commission, the Commission agreed with the findings in the nomination, that the structure is locally significant under Criterion A, for Commerce, and Criterion C for Architecture. Its time period of significance is within the relevant period of significance for the district. A motion to

recommend to City Council approval of the inclusion of the property within the district was approved with a vote of 5-0 in favor of inclusion.

A Certified Local Government National Register Nomination form is included with this email that is signed by me, as Chairperson of the Historic Preservation Commission and having presided over the May 27, 2026 Commission.

Respectfully submitted,

Janice Esser, Chairperson
Historic Preservation Commission

Attachments

cc: Wally Wernimont, Planning Services Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY
1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com

IOWA Economic Development

April 13, 2026

ATTN: Wally Wernimont; Chris Happ Olson
Dubuque Historic Preservation Commission
wwernimo@cityofdubuque.org; colson@cityofdubuque.org
VIA EMAIL

RE: **Old Main Street Historic District (Boundary Increase)**, Dubuque, Iowa 52001
https://iowa1.sharepoint.com/:f:/s/PublicShares-ITTestChannelPrivate/IgAzcBGmsGP5SosH4yf116b9AYpu5AhWeKL_CxuMTCEcBxw?e=Y0bxkD

Dear Friends:

The State Nominations Review Committee ("SNRC") will consider the amendment of the nomination referenced above for listing in the National Register of Historic Places ("National Register") during its June 12, 2026 meeting at the Iowa Economic Development Authority ("IEDA") in the Helmick Conference Room, located at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. To view or download the nomination and photographs, click on the link listed above. Copies of the nomination are available for review at the State Historic Preservation Office ("SHPO"), located at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

As a participant in the Certified Local Government Program, the Historic Preservation Commission ("Commission") is required to review and comment on nominations for listing properties within its jurisdiction in the National Register. The SHPO is required to allow a 60-day period for the review unless the Commission and SHPO mutually agree to expedite the process. I am contacting you to ask that you initiate Commission's 60-day review process. A copy of the review form is included with this letter.

Instructions for completing the review process are as follows:

- The Historic Preservation Commission should review the nomination during one of its meetings. In advance of the meeting, send a formal invitation to your Chief Local Elected Official (the mayor or chair of the Board of Supervisors) with a copy of the nomination. The Chief Local Elected Official is also required to review the nomination.
- You also must send a formal invitation to the property owner/owners. If they are not familiar with the National Register of Historic Places, information about listing benefits is available at https://www.nps.gov/subjects/nationalregister/index.htm.
- The Commission is also required to make available copies of the nomination for public review before the meeting. For example, provide the local courthouse and public library with a copy of the nomination. Please indicate in your public meeting announcement that one or more review copies of the nomination is available and where the review copies can be found.
- The question for the Historic Preservation Commission to answer when reviewing the nomination is whether the nominated property meets the National Register of Historic Places criteria for significance and integrity. See Bulletin15: How to Apply the National Register Criteria for Evaluation at the following link: How to Apply the National Register Criteria for Evaluation. If the Commission determines that the property and the nomination meet the criteria, the Commission should check the box recommending that the property be listed. If the Commission determines that the property does not meet the criteria, check the box recommending that the property not be listed. Your Chief Local Elected official should use the same approach when reviewing the nomination.
- Consider inviting the individual who prepared the nomination to attend the public meeting and present the nomination.
- Keep a record of comments made by Commission members during the meeting. After discussing the merits of the nomination, a member of the Commission should make a motion to recommend listing the property on the

National Register or to recommend not listing the property on the National Register. The motion must be seconded. The members of the Commission should vote yes or no and the chair of the Commission should announce the results of the vote.

- The chair of the Commission should complete Item #1, the Commission's portion of the review form. Be sure to fill in the date of the public meeting, sign the form on the signature line and if your chief local elected official attended the public meeting, inquire if he/she is prepared to sign the review form.
- Please keep a record of the meeting, including the public notice, agenda, minutes, and list of persons in attendance.
- In the event that your Chief Local Elected Official was unable to attend the meeting, forward the review form to him/her for review and comment. Ask your Chief Local Elected Official to sign the review form and return it to the Historic Preservation Commission.
- Item #3 on the Review form references review and signature of a preservation professional. If your Commission does not have a qualified historian or architectural historian who can complete this part of the form, you may leave Item #3 blank and I will arrange to have a SHPO staff member complete that part of the form.
- After you have completed Items #1 through #2 (through #3 if the Commission has a preservation professional), please make a copy of the completed review forms for your file and send the original copies of the completed forms to me.
- The Commission should keep the nomination and photographs. File them in your inventory, as you will need the information for future reference.

If your Chief Local Elected Official disagrees with the Historic Preservation Commission's determination as to the property's eligibility for listing in the National Register, both viewpoints will be presented to the SNRC for their consideration during review of the nomination. If both the majority of the Commission and the Chief Local Elected Official recommend not listing the property in National Register, the SNRC is required to halt the nomination. Be advised that when SNRC halts a nomination, the property owner, the person who prepared the nomination or any interested party may appeal the decision. In addition, the SNRC is required to forward the nomination to the National Park Service for an official "Determination of Eligibility."

Any person or organization which supports or opposes the nomination of a property by a State Historic Preservation Officer may petition the Keeper during the nomination process either to accept or reject a nomination. The petitioner must state the grounds of the petition and request in writing that the Keeper substantively review the nomination. Such petitions received by the Keeper prior to the listing of a property in the National Register or a determination of its eligibility where the private owners object to listing will be considered by the Keeper and the nomination will be substantively reviewed.

Please contact Allison Archambo at allison.archambo@iowaeda.com with any questions or concerns regarding the CLG program or the process for this review. You can find the answers to frequently asked questions on our website, https://opportunityiowa.gov/community/historic-preservation/historic-places-landmarks.

Questions regarding the nomination and digital copies of completed CLG review forms should be directed to nationalregister@iowaeda.com.

Sincerely,

Heather Gibb

Heather Gibb
National Register of Historic Places
State Historic Preservation Officer
nationalregister@iowaeda.com

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. **Place additional certification comments, entries, and narrative items on continuation sheets if needed (NPS Form 10-900a).**

1. Name of Property

historic name: Old Main Street Historic District (Boundary Increase)

other names/site number: Chadwick Block, (Old Main Historic District 83000356, Old Main Street Historic District 15000722)

Name of Multiple Property Listing: Dubuque—The Key City: The Architecture and History…

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

street & number: 249 W 1st Street ☐ not for publication

city or town: Dubuque ☐ vicinity

state: Iowa county: Dubuque zip code: 52001

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this **x** nomination __ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property **x** meets __ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:
national __ statewide x local

Applicable National Register Criteria: **x A __ B x C __ D**

Signature of certifying official/Title: Deputy State Historic Preservation Officer Date

State Historic Preservation Office of Iowa
State or Federal agency/bureau or Tribal Government

In my opinion, the property __ meets __ does not meet the National Register criteria.

Signature of commenting official Date

Title State or Federal agency/bureau or Tribal Government

Old Main Street Historic District (Boundary Increase)_ | Dubuque , Iowa
Name of Property | County and State

4. National Park Service Certification

I hereby certify that this property is:

___ entered in the National Register

___ determined eligible for the National Register

___ determined not eligible for the National Register

___ removed from the National Register

___ other (explain:) _____

Signature of the Keeper | Date of Action

Old Main Street Historic District (Boundary Increase)_ | Dubuque , Iowa
Name of Property | County and State

5. Classification

Ownership of Property
(Check as many boxes as apply.)

- [X] private
- [ ] public - Local
- [ ] public - State
- [ ] public - Federal

Category of Property
(Check only **one** box.)

- [ ] building(s)
- [X] district
- [ ] site
- [ ] structure
- [ ] object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1		buildings
		site
		structure
		object
1		**Total**

Number of contributing resources previously listed in the National Register: 35

6. Function or Use

Historic Functions
(Enter categories from instructions.)

Commerce/Trade/restaurant
Commerce/Trade/specialty store
Domestic/multiple dwelling

Current Functions
(Enter categories from instructions.)

Commerce/Trade/specialty store
Domestic/multiple dwelling

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE 19TH AND EARLY 20TH CENTURY AMERICAN MOVEMENTS/Commercial Style
LATE VICTORIAN/Italianate

Materials
(Enter categories from instructions.)

foundation: Limestone
walls: Brick
roof: Rubber

Old Main Street Historic District (Boundary Increase)_ Dubuque , Iowa
Name of Property County and State

other
:

Narrative Description

Summary Paragraph (Briefly describe the current, general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

The Old Main Historic District was listed in the National Register of Historic Places in 1983, at which time its boundary was confined to Main Street. The boundary was increased in 2015 to include buildings on the streets intersecting Main that had been constructed during the Period of Significance and contributed to the district's commercial development.

The present boundary increase adds one building to the Old Main Street Historic District, the Chadwick Block at 249 W 1st Street. The Chadwick Block is a 2-story brick 19th-century commercial block, located on the northeast corner of W 1st and Locust Streets, at the southern border of Dubuque's historic downtown. The building is rectangular with a flat roof. Its front façade, with four commercial storefront bays, faces south onto W 1st Street. The building is of masonry construction, with a limestone foundation and brick walls, and its storefronts consist of large plate glass windows divided by cast-iron columns and a masonry pier in the center. The building is 19th-century commercial style, with Italianate influence displayed in the tall, narrow proportions of its front second-story windows and the shape of their carved limestone hoods, and in the height and elaborate design of the building's brick cornice. A carved limestone nameplate slightly west of center on the building's front façade reads "Chadwick Block."

The Chadwick Block was not included in the 2015 increase of the Old Main Street Historic District, due to its street-facing façades to the south and west being covered by a post-Period of Significance slipcover. These coverings have since been removed, and the original storefronts and masonry have been restored using State and Federal Historic Preservation Tax Credit programs. The rehabilitation included the recreation of limestone sills that had been chipped flat when the coverings were installed; the in-kind replacement of some second-story wood windows; and restored cast-iron columns and new storefront windows on the ground floor, closely replicating the layout and design of the historic storefronts. Rehabilitated to very near its original appearance, the Chadwick Block retains its historic integrity of location, design, setting, materials, feeling, and association and is now counted as a contributing building in the Old Main Street Historic District.

Narrative Description (Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable.)

(**Iowa SHPO Additional Instructions:** After the main **Narrative Description**, discuss any physical alterations since the period of significance under the subheading **Alterations,** and the seven aspects of integrity as it applies to the resource in a **Statement of Integrity** with each aspect discussed in its own paragraph.)

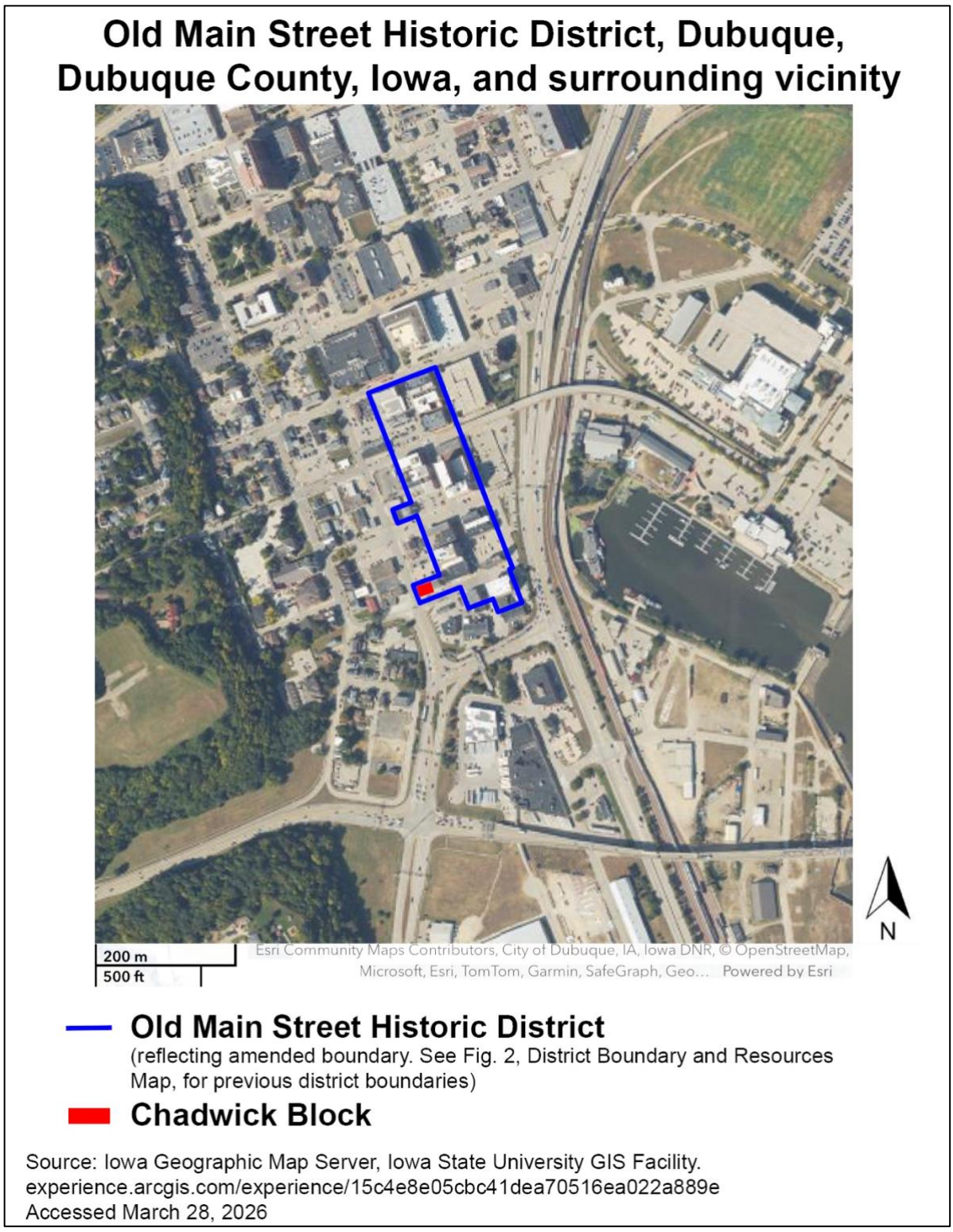

Figure 1: Vicinity Map of Old Main Street Historic District

Old Main Street Historic District

The Old Main Street Historic District is located at the southeast corner of Dubuque's downtown (Fig. 1). It consists of the southern portion of Main Street between the Locust Street Connector to the south and W 4th Street to the north, along with portions of the cross streets, W 1st Street and W 2nd Street that run approximately one block west of Main Street. As described in the 2015 boundary increase and additional documentation, the Old Main Street Historic District was the location of the city's earliest commercial district, and between the mid-1860s and early 1900s, it was built up considerably into 2- to 5-story masonry commercial blocks and mixed-use buildings, and one 8-story hotel. These buildings housed mainly industrial and jobbing businesses, as well as some taverns and inns, and the building styles were generally vernacular, with Italianate ornamentation predominating in the 19th-century constructions, and some higher-style Beaux Arts, Renaissance Revival, and Romanesque Revival buildings constructed in the late 19th and early 20th centuries.

This boundary increase adds a single building (the Chadwick Block, 249 W 1st Street) that was constructed in 1890 as part of the commercial development of the Main Street area. The building is contiguous to the previous boundary of the district, sharing a party wall with the Montana House (245 W 1st Street) (Fig. 2). The Chadwick Block was not included in the 2015 boundary increase of the district due to a post-Period of Significance aluminum slipcover over its south façade, and post-Period of Significance aluminum and PermaStone coverings on its west facade, which obscured its historic exterior appearance. In 2021, a new owner conducted exploratory demolition that removed the non-historic coverings and determined that the original historic masonry and storefront cast-iron columns were largely intact. The National Park Service, Technical Preservation Services, preliminarily determined that the building contributes to the Old Main Street Historic District in a Federal Historic Preservation Tax Incentives Part 1 Application. The rehabilitation of the property as part of a State and Federal Historic Tax Credit project has revealed and restored the historic masonry and cast-iron posts, and reintroduced the historic storefronts (with minor alterations to comply with ADA requirements), so that now, the building's appearance reflects its contributing status to the historical character of the Old Main Street district.

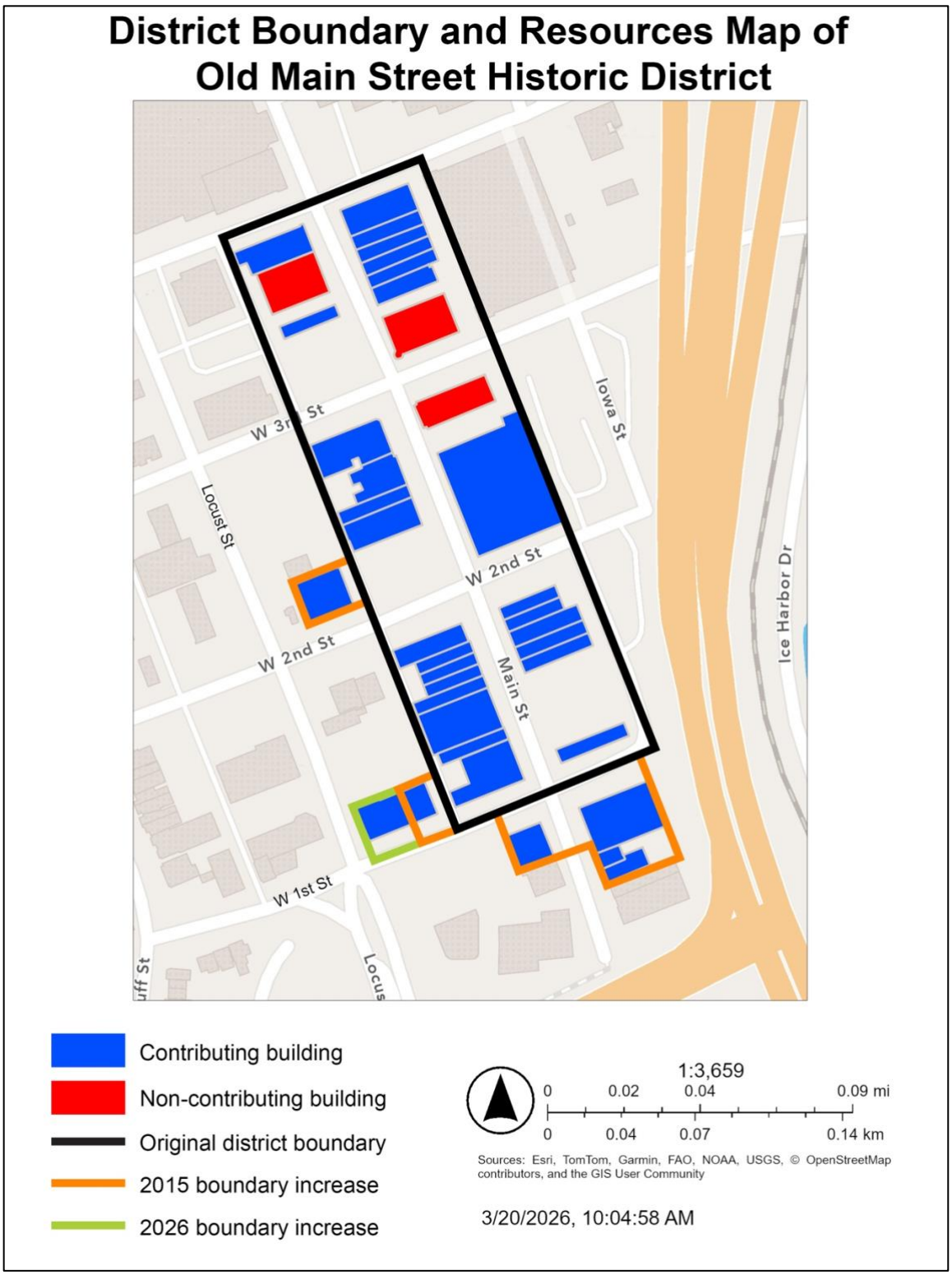

Figure 2: District Boundary and Resources Map of Old Main Street Historic District. The Chadwick Block is the contributing building at the southwest corner of the district, encompassed by the 2026 boundary increase (green line).

249 W 1st Street (Chadwick Block)

The Chadwick Block is located on the northeast corner of the intersection of 1st St. and Locust St. It is a two-story commercial block building made up of two sections that share a unified design. It is a medium-sized building, with a rectangular footprint measuring eighty feet wide and fifty feet deep.

The building is of masonry construction with a limestone foundation and brick exterior walls laid in a stretcher bond. The street-facing facades to the south and west have a decorative, dentiled brick cornice. Its first-floor primary (south) façade is comprised of four structural bays defined by masonry piers. The storefront bays are divided by historic cast iron post, and the windows are comprised of wood-framed plate glass surmounted by transom windows. Aside from the westernmost bay, each bay contains a recessed entrance. Between the third and fourth bay to the east is a single-entry door that leads to the upper floor. A limestone header divides the storefronts from the second story, and the second story contains eleven 1/1 windows. The second-story window openings exhibit some Italianate influence in their vertical emphasis, arched limestone hoods, and limestone sills. A limestone plaque inscribed with "CHADWICK BLOCK" is located just above the windows, not quite centered on the building. On the west secondary façade, the storefront wraps around on the south. There is a single-entry door, surmounted by a transom and header bricks that form an arch. The second floor is divided into three primary bays: the outer bays each contain one window, while the center bay holds three windows. Windows on the west elevation have limestone sills and arched brick hoods. Remnants of historic painted signage is visible on the west façade. The rear of the building (north) is defined by an integral corridor deck that spans the length of the elevation. On the second level, there is an entrance in each of the four bays that serve as primary entrances to second-floor apartments. While windows are largely infilled on the first floor, the second floor contains some historic divided lite, 1/1 windows that flank each of the four doorways. The building has a flat roof with a rubber membrane, and parapet walls above the roofline on its south and west sides.

Alterations

The Chadwick Block has recently been restored after a period of vacancy and neglect. The restoration included the removal of non-historic 20th-century coverings of aluminum siding on the building's south façade, and aluminum and PermaStone on its west façade. The underlying original storefronts and masonry walls were revealed, and features that had been damaged (limestone window sills and projecting brick headers that had been chipped away when the coverings were applied) were recreated in kind. The cast-iron structural columns on the storefronts were retained and repainted, and the storefronts themselves were replaced with new plate glass windows with wood sash and paneled wood base, replicating the historic design as closely as possible, with some adjustments made to accommodate ADA doorways. The second-story windows were repaired and, where necessary, replaced to match the originals. Masonry was gently cleaned and repaired, with ghost signage on the west façade retained.

Rehabilitated, the Chadwick Block blends seamlessly with the character of its adjacent neighbor to the east, Montana House, which was added to the Old Main Street Historic District in the 2015 boundary increase. Together, the two buildings on W 1st Street form part of the visual gateway into Dubuque's historic downtown at 1st and Locust Street, the primary entry point for those arriving to the Old Main Street Historic District from the south or from Illinois.

Statement of Integrity

The Chadwick Block retains all seven aspects of its historic integrity.

Location: The building has not been moved from its original location and therefore retains its integrity of location adjacent to historic Main Street.

Design: The resource contributes to the historic district's integrity of design. The building retains its original massing and much of its historic 19th-20th century commercial design. The post-Period of Significance coverings that once obscured its original architectural features on the south and west facades have been removed to reveal restrained Italianate design influence, and any original features that had been damaged or altered beyond repair (limestone window sills, some broken bricks, some wood-framed windows, the original storefronts) were replicated in kind with replacement materials. Alterations in the storefront designs, including expanded 36" doorways, were made to accommodate ADA requirements, however, this does not significantly impact the historic design of the property.

Setting: The building abuts the Montana House and is near other 19th-century commercial buildings within the historic district. Although mid-late 20th-century intrusions, including parking lots and post-POS buildings sit directly across from the Chadwick Block, the area is still defined by historic commercial properties, and therefore, the integrity of setting is retained.

Materials: The Chadwick Block's masonry construction and cast-iron structural posts are still intact, although some original materials were damaged by the mid-20th-century installation of aluminum and PermaStone coverings on the building's façade. Where original materials were damaged beyond repair, they were replaced with in-kind materials, which includes new limestone window sills to replace the ones that had been chipped flush, and new wood-framed storefronts, and some windows to match the originals. Notable original architectural features such as the carved limestone window hoods, "Chadwick Block" limestone nameplate, and ornamental brick cornice have all been retained, and as such, the resource retains integrity of materials and contributes to the historic district.

Workmanship: Integrity of workmanship is intact, with a few masonry elements (broken bricks, damaged limestone sills) and wood windows that have been replaced. However, the original workmanship is visible throughout the majority of the building's brick walls, limestone detailing, and some retained original windows; its elaborate brick cornice and carved limestone window hoods and nameplate are all historic.

Feeling: The Chadwick Block serves as part of the southern gateway into Dubuque's Old Main Street Historic District. As the first building visitors encounter at the entrance to the downtown, the Chadwick Block's integrous architecture retains the feeling, continued throughout the Old Main Street Historic District, of being immersed in a 19th-century downtown in a burgeoning Midwestern city.

Association: Housing a commercial space on its ground floor and rental apartments above, the building retains its historical identity as a mixed commercial-residential space at the gateway to Dubuque's historic Old Main Street Historic District.

Old Main Street Historic District (Boundary Increase)_ | Dubuque , Iowa
Name of Property | County and State

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- [x] A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- [ ] B Property is associated with the lives of persons significant in our past.
- [x] C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- [ ] D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

Property is:

- [ ] A Owned by a religious institution or used for religious purposes.
- [ ] B removed from its original location.
- [ ] C a birthplace or grave.
- [ ] D a cemetery.
- [ ] E a reconstructed building, object, or structure.
- [ ] F a commemorative property.
- [ ] G less than 50 years old or achieving significance within the past 50 years.

Areas of Significance
(Enter categories from instructions.)

Architecture
Commerce

Period of Significance
1853-1965

Significant Dates
1890

Significant Person
(Complete only if Criterion B is marked above.)

Cultural Affiliation (if applicable)

Architect/Builder

Statement of Significance

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations).

The Old Main Street Historic District is locally significant under Criteria A and C, as the oldest and best-surviving example of Dubuque's early commercial districts. The district displays architectural cohesion in the masonry construction and vernacular commercial styles of its contributing buildings. Two-to-three story buildings predominate, the majority built in the mid-to-late 19th century and featuring Italianate ornamentation. The district also provides a physical connection to Dubuque's early development as a hub of industry and commerce in the second half of the 19th century. This boundary increase incorporates into the district a building that was part of the lower Main Street's 19th-century development, and contributes to the district's architectural and commercial significance.

Narrative Statement of Significance (Provide **at least one paragraph for each area of significance**.)

(**Iowa SHPO Additional Instructions:** For properties not nominated under Criterion D, include a statement about whether any archaeological remains within or beyond the footprint of the property were assessed as part of this nomination under the subheading **Archaeological Assessment**.)

Commercial Significance (Criterion A)

Main Street's Development as Dubuque's Commercial Center:
The southern end of Main Street developed as the first commercial corridor in Dubuque. The area began to build up quickly after the U.S. government officially opened Dubuque for settlement in 1833, due to its proximity to the wharfs where ferries would land, transporting goods and people in and out of the town.[1] The earliest buildings seen in the original downtown (Main Street between 1st and 3rd), as throughout Dubuque in the 1830s and 1840s, consisted of small frame buildings and log cabins. [2]

The arrival of rail transportation in the mid-1850s, with a depot located near Main Street, spurred further growth in the commercial center.[3] As the town's economy grew and transitioned from lead mining to wholesaling, the simple frame frontier buildings along Main Street were replaced with more substantial brick buildings, some of which reached three stories in height. The downtown's area also began to expand: Main Street continued to develop northwards, and its intersecting streets began to fill outward with commercial buildings. The first half of the 1870s in particular saw a boom in construction, with fifteen of the contributing buildings in the district dating to that period.[4] The 1873 city directory shows a variety of businesses in the area at that time. Saloons and grocery stores predominate, with about a dozen each; there were also six boarding houses and two hotels, including the Julien House; and a number of dry goods stores and wholesalers, farm implement stores, and some manufacturers, including A.A. Cooper's wagon manufacturing company. There was also a shooting gallery, a bowling alley, two barbershops, and the German Savings Bank.[5]

[1] Vanda, Charles C. Old Main Historic District. National Register of Historic Places Inventory—Nomination Form. November 1980. Item 7, Page 3.
[2] Jacobsen, James E., *Dubuque-The Key City: The Architectural And Historical Resources of Dubuque, Iowa, 1837- 1955: Phase III Historical and Architectural Survey Report.* History Pays! Historic Preservation Consulting Firm, June 19, 2003. 7.
[3] Id., 9.
[4] Jacobsen, James E. Old Main Street Historic District Boundary Increase and Amendment. National Register of Historic Places Inventory—Nomination Form. August 20, 2015. Section 8 Page 29.
[5] "Business Directory," Childs, C. and E. Arntzen. *Dubuque City Directory for 1873-1874*, C. Childs and E. Arntzen, 1873. 205-237.

While the downtown district was largely filled in by the mid-1870s, construction continued sporadically over the next few decades. These final structures were built for a few reasons: to replace the last remaining frame buildings in the district with modern masonry commercial blocks, as in the Bishop's Block (1887); to rebuild after fires, as in the Julien Hotel (1914); or to create a grander building to suit an expanding business, as in the German Bank (1901) (Fig. 3).

Figure 3: Composite of 1909 Sanborn maps showing the Old Main Street Historic District. North indicated by arrow. See Fig. 7 for detail of Chadwick Block. Source: *Sanborn Fire Insurance Map from Dubuque, Dubuque County, Iowa*. 1909. Pages 57, 58, 59, and 60.

By the mid-1910s, the district was substantially built up, and has remained remarkably intact architecturally since that time. In terms of commercial vitality, the downtown has experienced periods of flourishing and decline over the course of its history; it was ultimately deposed as Dubuque's commercial center by the opening of the Kennedy Mall on the west end in 1970. However, restoration and revitalization efforts begun in the 1980s have brought the lower Main Street back to being a thriving commercial district today, with locally-owned retail stores, bars and restaurants filling its historic buildings and attracting tourists and locals alike.[6]

Chadwick Block:
The Chadwick Block fits into the commercial context of the Old Main Street Historic District as an example of a mixed-use commercial block constructed during the building-up of the south Main Street area in the second half of the 19th century. It demonstrates the continuation of the district's development during the period of significance. It is also contiguous and shares a party wall with the Montana House, another commercial property which also contributes to the significance of the district.

Hemon Chadwick was one of Dubuque's pioneers, who owned large portions of land in the southern part of the city. By the late 1870s, the Chadwick family's property included the new 3-story brick Montana House at 245 W 1st Street, which still exists and was added to the Old Main Street Historic District in 2015, and three older buildings directly west of Montana House, to the corner of W 1st and Locust (Figs. 4 and 5).[7] Hemon's wife Christina inherited these properties upon Hemon's death in 1877, and retained ownership of them until her death in 1917.[8]

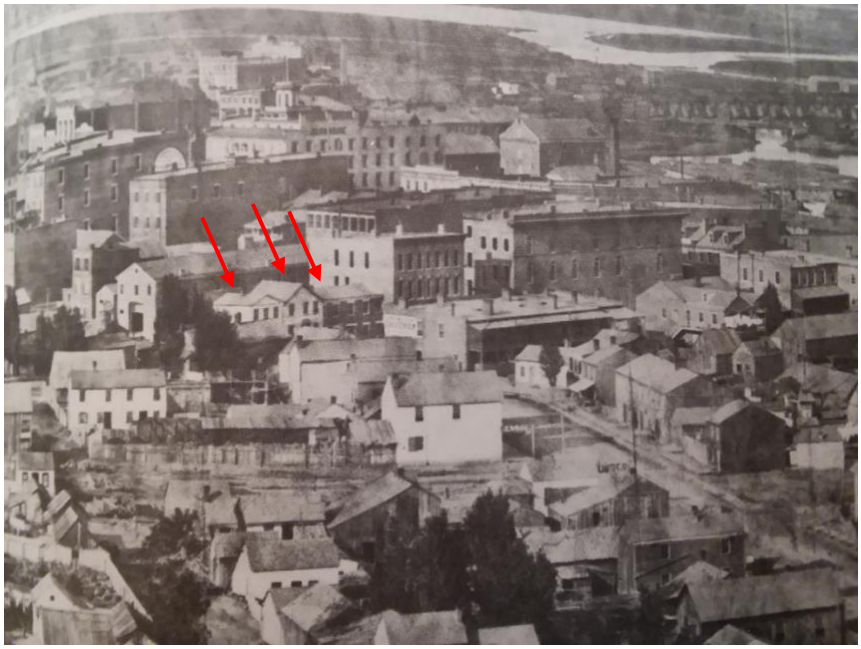

Figure 4: Photo showing the three frame buildings previously on the Chadwick Block's site, between 1871 and 1889. Montana House is the three-story brick building directly to their right.
Source: Dubuque on the Mississippi, 201.

[6] Piper, Andy. "City Manager Saw Dubuque's Renaissance Firsthand," *Dubuque Telegraph-Herald*, March 24, 2013.
[7] "The Chadwick Property," *Dubuque Herald*, November 29, 1877, 1.
[8] Christina Alleil probate record. Dubuque County Probate Records, Vol. 130-132, 1916-1955. 395-404.

Figure 5: Lithograph showing the previous buildings in 1889, the year before they were torn down. Source: "Perspective map of the city of Dubuque, Ia., 1889." Library of Congress.

In 1890, the Chadwick family tore down the three older buildings, which had been described as "old rookeries" in a local paper,[9] and built a new two-story masonry commercial block, with four storefront bays facing south and residential space on the second floor. The first-floor spaces were originally occupied by saloons, including one run by one of Hemon's sons, "Sonny" Chadwick (probably his second son, Almon) (Fig. 6).[10] Sonny and his wife lived in one of the upstairs residences of the building for a few years after it was built;[11] Hemon's widow Christina, who in some directories and the 1910 federal census is listed as living in the Montana House, also seems to have occasionally lived in the Chadwick Block.[12]

[9] "Local News in Brief," *Dubuque Herald*, August 20, 1890, 4.
[10] "Cleverly Done," *Dubuque Times*, January 11, 1892, 1.
[11] "Alleil, Alman Jadwick." Woods, George F. *The Smith Printing Company's Dubuque Directory: 1892-1893*, Press of the Smith Printing Co., 1892, 24; "Chadwick, Almon." Matthews, J.H.*Hardie & Scharle's Dubuque City Directory: 1894-95.* Press of Hardie & Scharle, 1894, 122; "And the War Is On Again," *Dubuque Herald*, November 23, 1893, 4.
[12] U.S. Census Bureau. *1910 United States Federal Census: Dubuque Ward 1, Dubuque, Iowa;.* "Alleil, Mrs. Christian," Woods. 24.; "129 First," McCoy, W.H. *The Telegraph's Dubuque, East Dubuque and Dubuque County Directory, 1899-1900.* The Telegraph Co., 1899. 617.; "Alleil, Christina Mrs" and "Chadwick, Christina Mrs," White, J.A.. *Eleventh Edition of the Dubuque and East Dubuque City Directory: 1916-17*. The Telegraph-Herald, 1916. 55, 121.

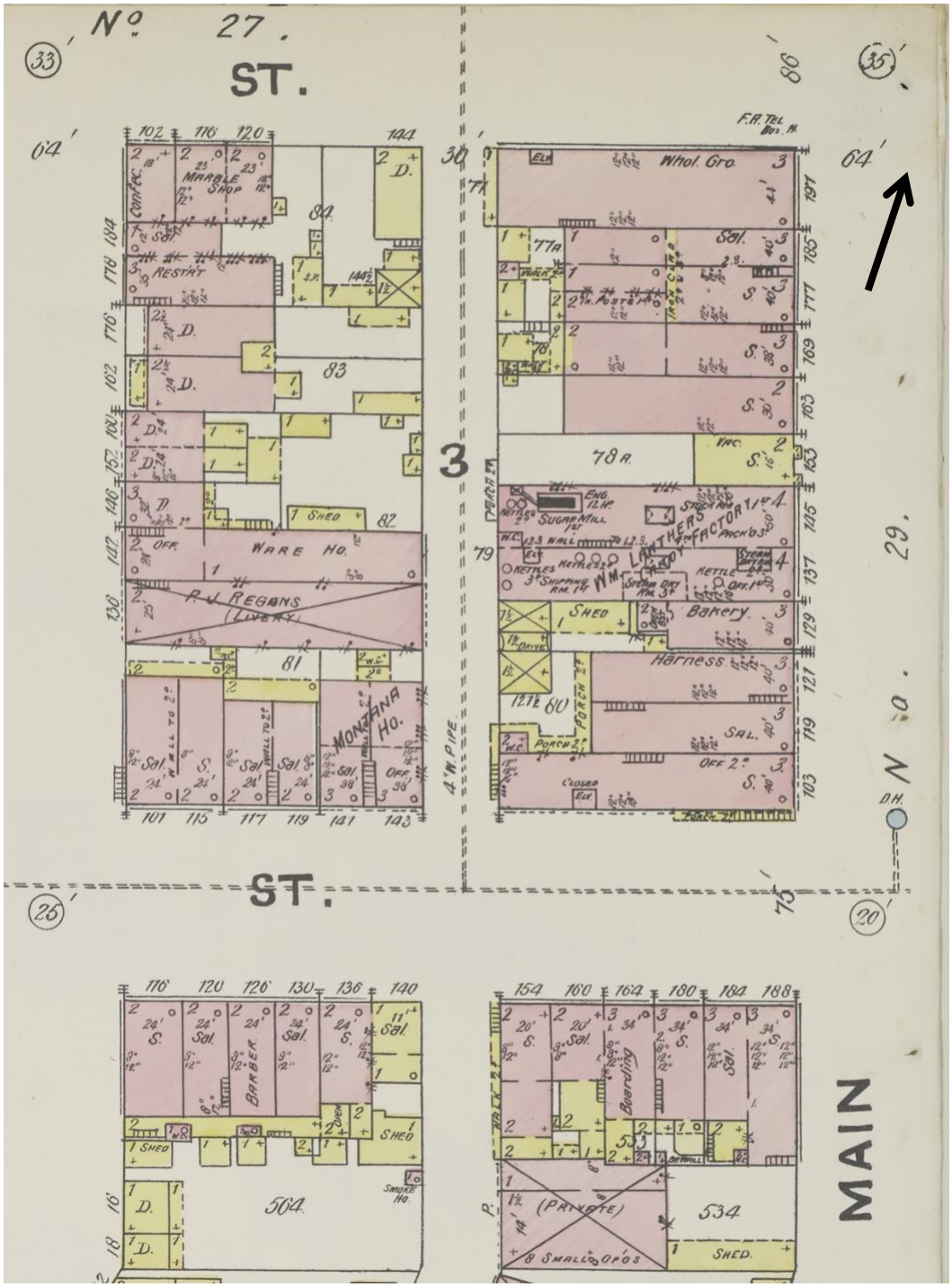

Figure 6: 1891 Sanborn map, showing the southwest area of the Old Main Street Historic District. North indicated by arrow. Locust Street is on the left (west) and Main Street on the right (east), with an alley between them at the center. The cross streets are W 1st Street on the south, and W 2nd Street on the north. Chadwick Block is shown as 101-119 W 1st St., at the northeast corner of Locust and W 1st. Source: Source: *Sanborn Fire Insurance Map from Dubuque, Dubuque County, Iowa*. 1891.

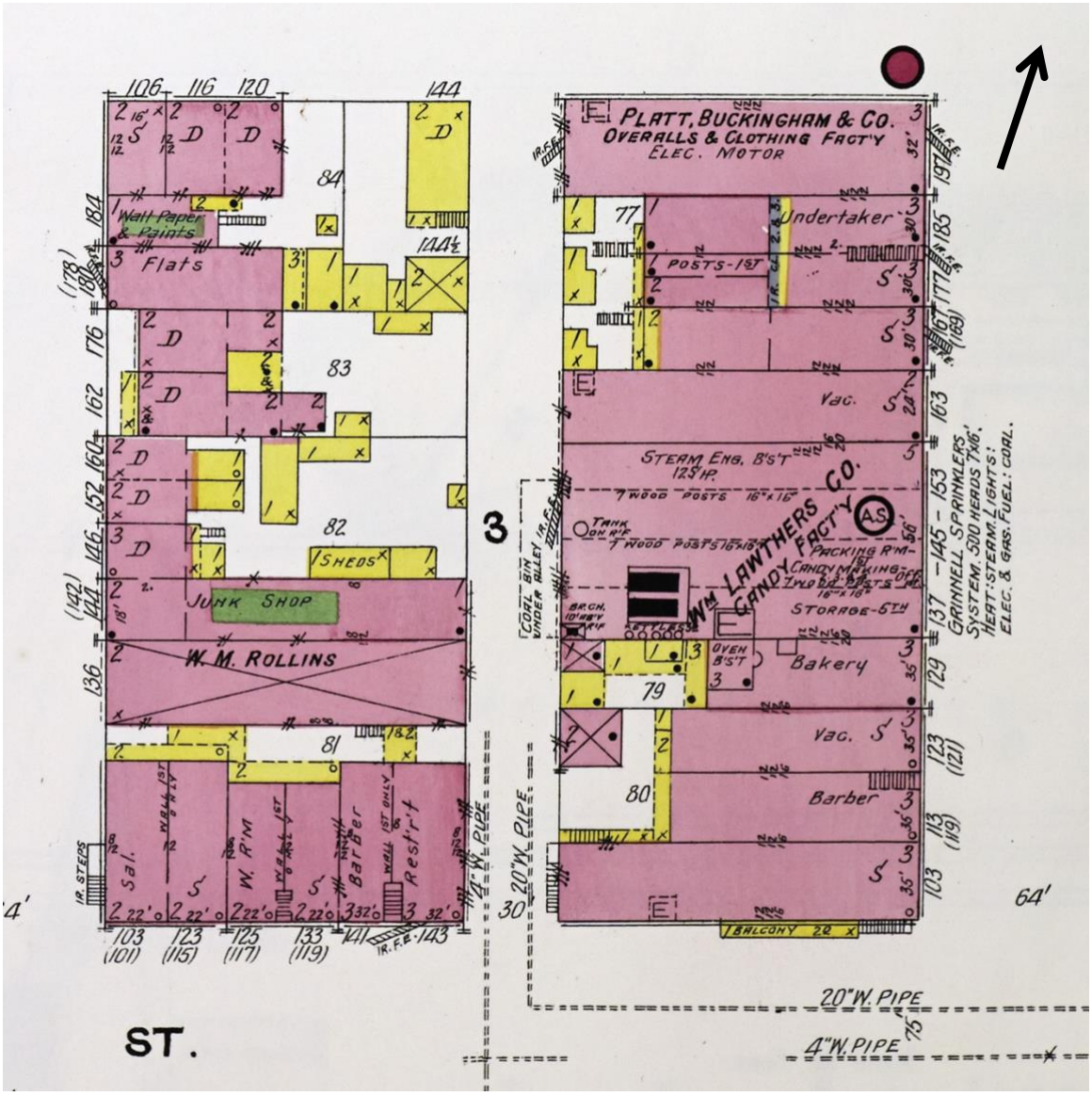

Figure 7: 1909 Sanborn map, showing Chadwick Block at lower left. North indicated by arrow.
Source: *Sanborn Fire Insurance Map from Dubuque, Dubuque County, Iowa*. 1909.

The Chadwick Block has served many businesses over the years. Its corner store, comprising two storefront bays, ("103-105 1st Street" pre-1921; "263-265 W 1st Street" post-1921), housed a succession of saloons until statewide Prohibition went into effect in 1916.[13] Then, a series of grocery and confectionery stores occupied the space (with a tavern reopening in half of the existing grocery store soon after Prohibition was repealed in 1934).[14] A farm supply store took over the space in 1950, and was succeeded by a hardware store, Schilling Hardware, which remained there from 1963 through the 1990s.[15]

[13] "Local News in Brief," *Dubuque Herald,* October 14, 1890, 4; "Municipal Molecules," *Dubuque Herald*, February 7, 1891, 4; "Liquor Men Ready to Close Up Shop," *Dubuque Telegraph-Herald*, December 25, 1915, 10; Dubuque Directory 1916.
[14] "Local Mention," *Dubuque Times-Journal*, July 7, 1916, 17; "Local Mention," *Dubuque Times-Journal*, July 1, 1923, 23; "City Council Proceedings," *Dubuque Telegraph-Herald and Times-Journal*, May 5, 1935, 9.
[15] "It's New…It's Complete!" *Dubuque Telegraph-Herald*, October 29, 1950, 14; "Ghosts of Businesses Past," *Dubuque Telegraph-Herald*, December 1, 2010, Accessed January 23, 2026 <https://www.telegraphherald.com/news/tri-state/article_9252b23b-170c-

The other two commercial spaces in the Chadwick Block each occupied one storefront bay on the east half of the building. These hosted some of the succession of saloons in the first years after the building's construction (Fig. 6). The easternmost storefront ("133-135 1st Street" pre-1921; "253 W 1st Street" post-1921) also had a number of barbershops in the 1890s.[16] In the first half of the twentieth century, that space was occupied by a few short-lived retailers and repair stores, until the Wagon Wheel tavern moved in from 1949 to around 1959.[17] In 1965 Herbert Gourley returned the space to use as a barbershop, which he ran until the mid-to-late 1990s.[18] The storefront next to the corner store ("123-125 1st Street" pre-1921; "257 W 1st Street" post-1921) housed grocery stores for much of the early 20th century,[19] and after a period of vacancy during the Great Depression and World War II, was absorbed into the building's corner store (Thompson's grocery at the time) around 1945. It likely remained in use as part of the corner store businesses from that point on.

The second story of the building was divided into four rental apartments. These were often occupied by the owners of the ground-level businesses and their families, and otherwise housed a variety of renters: widows, single men, young families, and downtown workers. Throughout much of the twentieth century, the rooms were fully occupied, but in the 1970s and 1980s, when Dubuque's Main Street was in decline as a commercial center, city directories often showed vacancies in the upstairs apartments.[20]

By the late 1990s, Schilling Hardware and Gourley's Barber Shop had closed, and the entire building was left vacant until a new owner purchased the Chadwick Block building in 2021, and began rehabilitation work.[21] Now, restored to its historical appearance, and occupied by a commercial business on its ground floor and rental apartments above, the Chadwick Block is an excellent representative of the commercial development of the lower Main Street area in the 1890s, and therefore, contributes to the commercial significance of the district.

Architectural Significance (Criterion C)

Old Main Street Architectural Development:

The Old Main Street Historic District is characterized by its abundance of commercial buildings from the second half of the 19th century and early 20th century. Most of the district's contributing buildings are two- or three-story brick commercial blocks with cast-iron storefronts. The majority of these are in an Italianate style, typically characterized by elongated upper-story windows with decorative arched window hoods, and prominent pressed-tin or brick cornices. The rest of the commercial blocks tend to be in a plainer, 19th-century commercial style, with shorter, rectangular upper-story windows with flat limestone or brick lintels, and simpler brick cornices. There are also a handful of taller buildings in the district, and a few displaying higher styles, including Romanesque Revival, Italian Renaissance Revival, and Beaux Arts. Apart from the 1887

5082-9ede-df8bdd7a766d.html>
[16] DBQ Directory 1892, 1898; "Municipal Molecules," *Dubuque Herald*, May 4, 1894, 4.
[17] Dubuque Directory, 1925, 1939;; "Grand Opening," *Dubuque Telegraph-Herald*, December 6, 1949, 34;
[18] Dubuque Directory 1965; "Herbert Gourley," *Waukon Standard*, May 14, 2003. Accessed January 29, 2026 <https://www.waukonstandard.com/content/herbert-gourley>
[19] "Start a New Grocery Store," *Dubuque Telegraph-Herald*, July 8 1906, 5; Dubuque Directory 1923, 1929, and 1945.
[20] *1977 Dubuque (Dubuque County, Ia.) City Directory*. R. L. Polk & Co., 1977; *1979 Dubuque (Dubuque County, Ia.) City Directory*. R. L. Polk & Co., 1979; *1983 Dubuque (Dubuque County, Ia.) City Directory*. R. L. Polk & Co., 1983; *1986 Dubuque (Dubuque County, Ia.) City Directory*. R. L. Polk & Co., 1986
[21] Joos, Nick. "Rehab of Highly Visible Downtown Dubuque Building Underway." *Dubuque Telegraph-Herald*. September 5, 2023.

brick Romanesque Revival Bishop's Block (90 Main), these higher-style buildings typically date from the early 1900s, and deviate from the district's predominating brick to feature stone-veneered or terra cotta facades.[22]

Chadwick Block:
The Chadwick Block is an excellent example of the architectural development of the Main Street commercial district towards the end of the 19th century. As a two-story brick commercial block with four storefront bays, the Chadwick Block fits into the predominating building type seen throughout the district. Most of the area around Main Street had been built up during the 1860s and 1870s, when the Italianate style was at the height of its popularity.[23] The Chadwick Block, built in 1890, was at the tail end of the Italianate style's popularity, but still shows some Italianate features in its 19th-century commercial style. This can be seen by comparing its features with other buildings in the district. The arched limestone hoods over the Chadwick Block's second-story windows are its most identifiable Italianate feature: while flush to the wall instead of protruding, they are similarly shaped to those on Italianate buildings such as 129 Main Street (c. 1871-72), and 163 Main Street (pre-1872). The windows themselves are also close in proportion to those of the adjacent Italianate Montana House (1871), taller and narrower than those of the simpler 19th-century commercial style building nearby at 210-214 W 1st street (1865-1870). And finally, the Chadwick Block's detailed brick cornice, while not as prominent as Montana House's tin cornice or the brick cornice on the Italianate O'Neill Block (101-123 Main Street, 1873), is taller and more elaborate than the simple dentiled design of the cornice on 210-214 W 1st, and other non-Italianate commercial style buildings in the district.

The Chadwick Block's architecture demonstrates the continuing development of the Main Street commercial district in the late 19th century, after the construction boom of the 1860s and 1870s. As a two-story commercial block with multiple storefronts, and apartments above, it fits with the predominating building type of the district. The building's 19th-century commercial style with Italianate-influenced features reflects its date, at the very end of the Italianate style's popularity, and ties it in visually with the surrounding buildings on the south end of the district. The Chadwick Block likely would have been added to the district in 2015, but until recently, its historic storefronts have been covered over with a metal slipcover, and its west façade coated in PermaStone. These alterations have since been reversed, and the facades have been restored as nearly as possible to their original materials and appearance. It once again reflects the architectural character of the Old Main Street Historic District, and therefore contributes to the district's local significance in architecture.

Archaeological Assessment

As the building has remained intact since its 1890 construction, no excavation has been conducted, and no archaeological remains have been found or assessed on the site.

[22] Jacobsen, Old Main Street Historic District Boundary Increase and Amendment. Section 7, Page 3.
[23] Ibid; Id. Section 8, Page 29.

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Previous documentation on file (NPS):

x preliminary determination of individual listing (36 CFR 67) has been requested (# 43913)
___ previously listed in the National Register
___ previously determined eligible by the National Register
___ designated a National Historic Landmark
___ recorded by Historic American Buildings #

____ Survey recorded by Historic American Engineering Record # _____

____ Survey recorded by Historic American Landscape Survey # _____

Primary location of additional data:

____ State Historic Preservation Office
____ Other State Agency
____ Federal Agency
____ Local Government
____ University
____ Other
____ Name of repository: _____

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property Less than 1 acre

(Do not include previously listed resource acreage; enter "Less than one" if the acreage is .99 or less)

Latitude/Longitude Coordinates
Datum if other than WGS84: _____
(enter coordinates to 6 decimal places)

Old Main Street Historic District (Boundary Increase) | Dubuque , Iowa
Name of Property | County and State

	Latitude	Longitude		Latitude	Longitude
1	42.494993	-90.664973	3		
2			4		

Verbal Boundary Description (Describe the boundaries of the property.)

The District Boundary and Resources Map included in Additional Documentation (Section 11 page 28) shows the boundary increase (green line) at the southwest end of the Old Main Street Historic District, along with its original boundary (black line) and 2015 increase (orange line). The boundary established in 2015 is amended beginning at a point on the centerline of W 1st St. that is in line with the party wall between 245 W 1st St. (Dubuque County Parcel 1025281021) and 249 W 1st St. (Dubuque County Parcel 1025281020). From that point, the boundary proceeds southwest along the centerline of W 1st St. to a point in line with the west wall of 249 W 1st St. Continuing northwest from that point, it follows the west wall of 249 W 1st Street to the building's northwest corner, and then turns northeast following the building's rear wall and continuing to rejoin the 2015 boundary at the party wall between 245 and 249 W 1st St.

Boundary Justification (Explain why the boundaries were selected.)

The boundary increase adds to the district a single building that was built during the district's period of significance, is a fine example of the district's architectural and commercial significance, and is contiguous to the previous boundary of the district, sharing a party wall with a building already included in the district that was built by the same family in the late 1800s.

11. Form Prepared By

name/title Tricia Baum
date October 2, 2025
organization Heritage Works
telephone 347-281-1724
street & number 489 W 4th Street
email triciajbaum@gmail.com
city or town Dubuque
state IA
zip code 52001

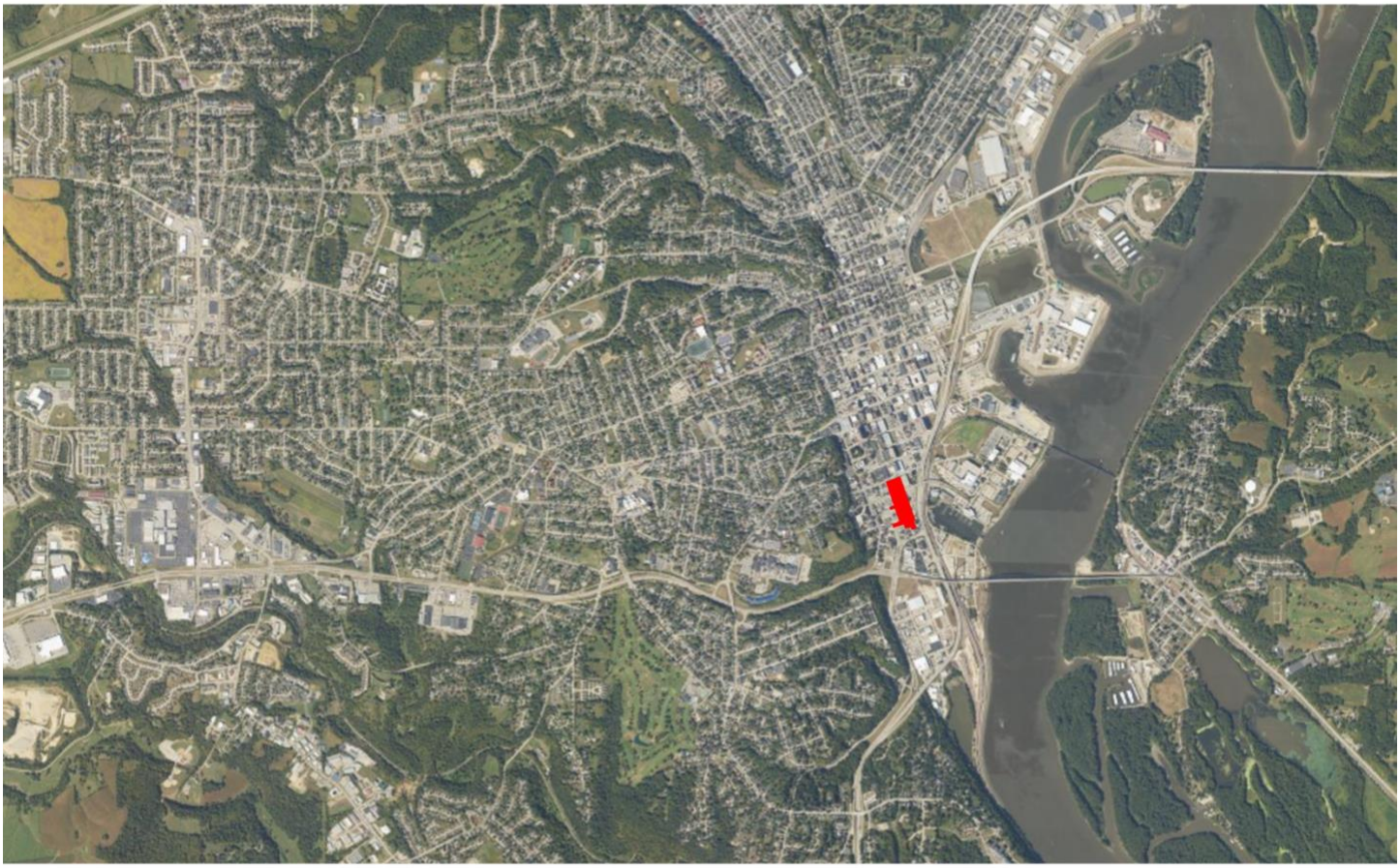
Additional Documentation

Submit the following items with the completed form:

- **GIS Location Map (Google Earth or BING)**
- **Local Location Map**
- **Site Plan**
- **Floor Plans (As Applicable)**
- **Photo Location Map** (Key all photographs to this map and insert immediately after the photo log and before the list of figures).

GIS Location Map

Old Main Street Historic District, Dubuque, Dubuque County, Iowa, GIS map

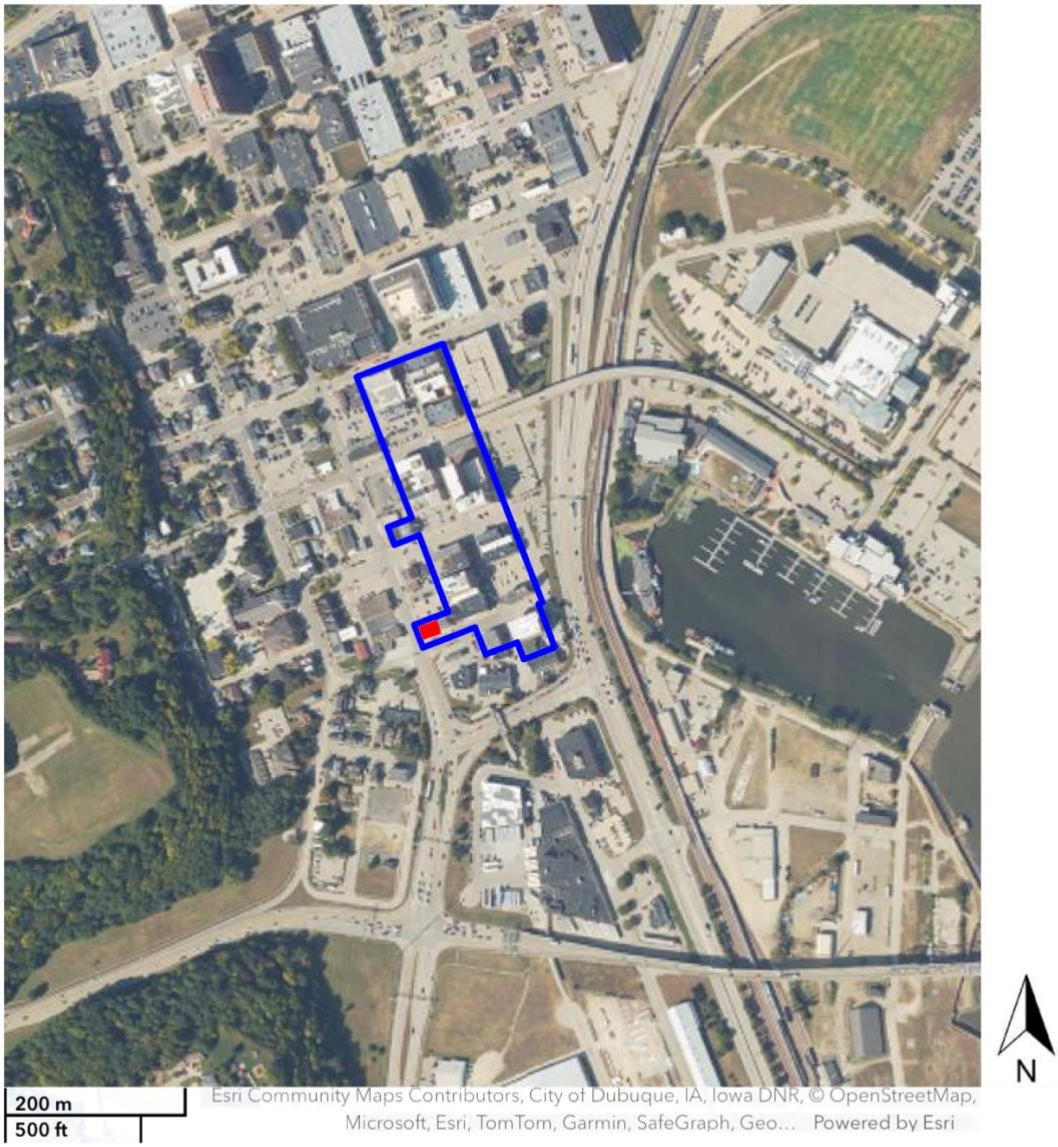


Old Main Street Historic District

Source: Iowa Geographic Map Server, Iowa State University GIS Facility. isugisf.maps.arcgis.com
Accessed March 24, 2026

Local Location Map

Old Main Street Historic District, Dubuque, Dubuque County, Iowa, and surrounding vicinity



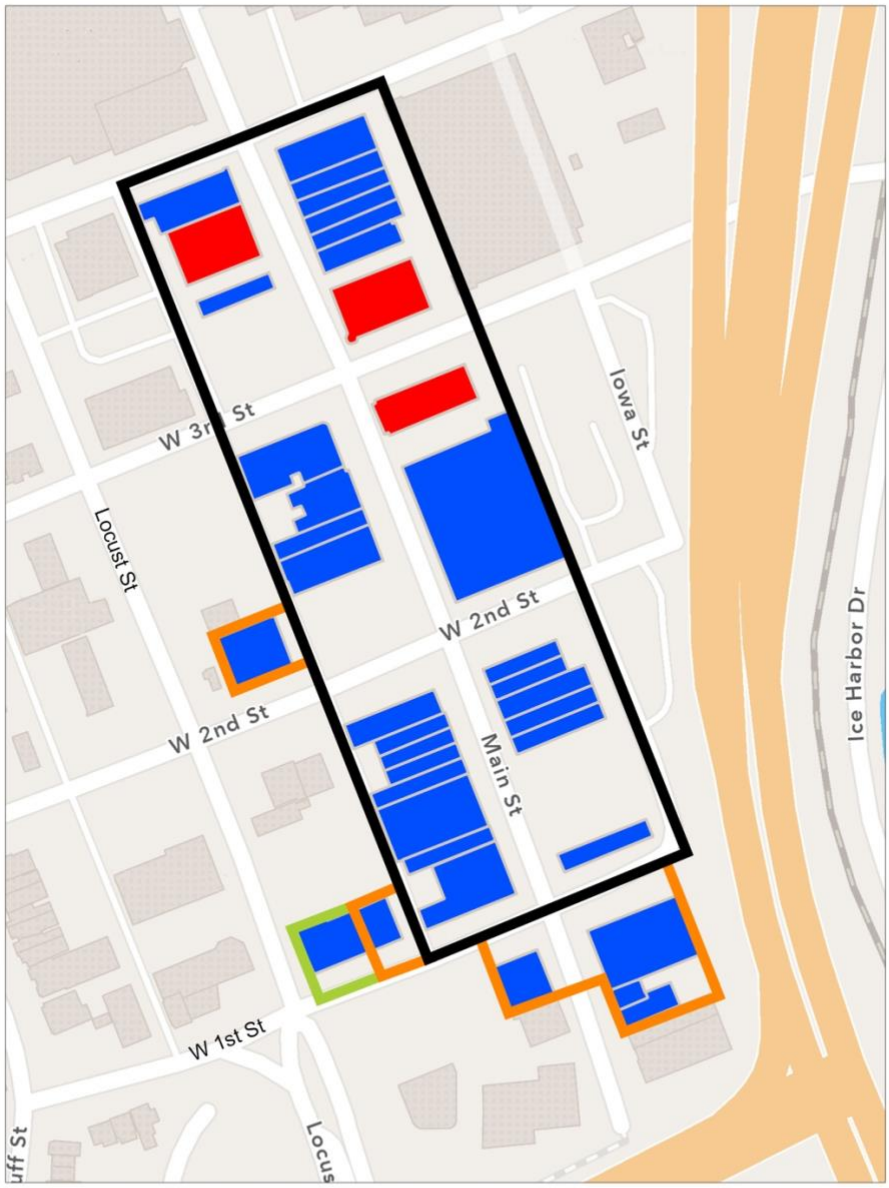
Old Main Street Historic District
(reflecting amended boundary. See Fig. 2, District Boundary and Resources Map, for previous district boundaries)

Chadwick Block

Source: Iowa Geographic Map Server, Iowa State University GIS Facility.
experience.arcgis.com/experience/15c4e8e05cbc41dea70516ea022a889e
Accessed March 28, 2026

District Boundary and Resources Map

District Boundary and Resources Map of Old Main Street Historic District



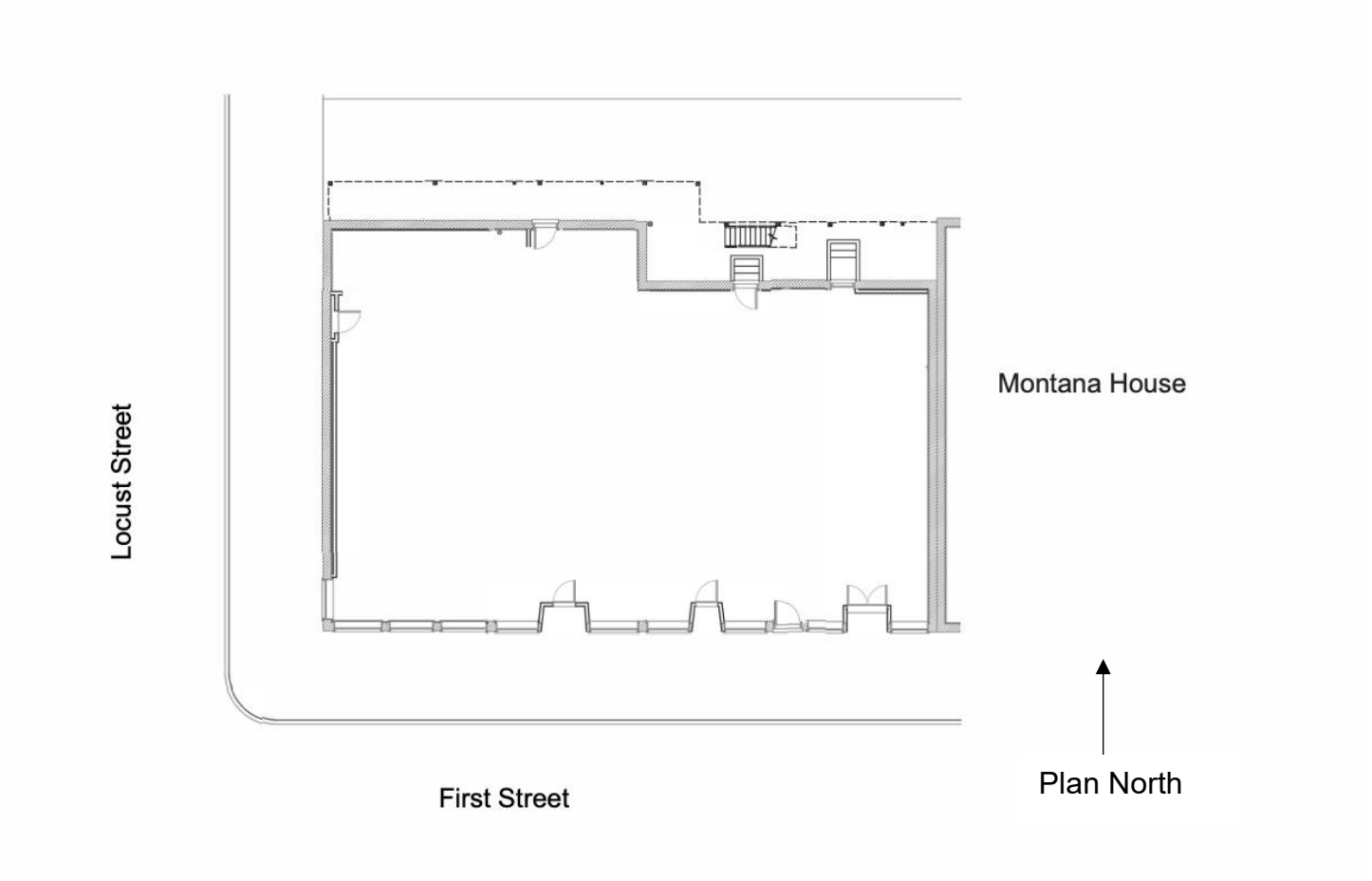
Contributing building
Non-contributing building
Original district boundary
2015 boundary increase
2026 boundary increase

1:3,659
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.14 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

3/20/2026, 10:04:58 AM

Site Plan



Name of Property , Iowa
County and State

Photographs:

Submit clear and descriptive photographs under separate cover. The size of each image must be 3000x2000 pixels, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and does not need to be labeled on every photograph.

Photo Log

Name of Property: **Chadwick Block**

City or Vicinity: **Dubuque**

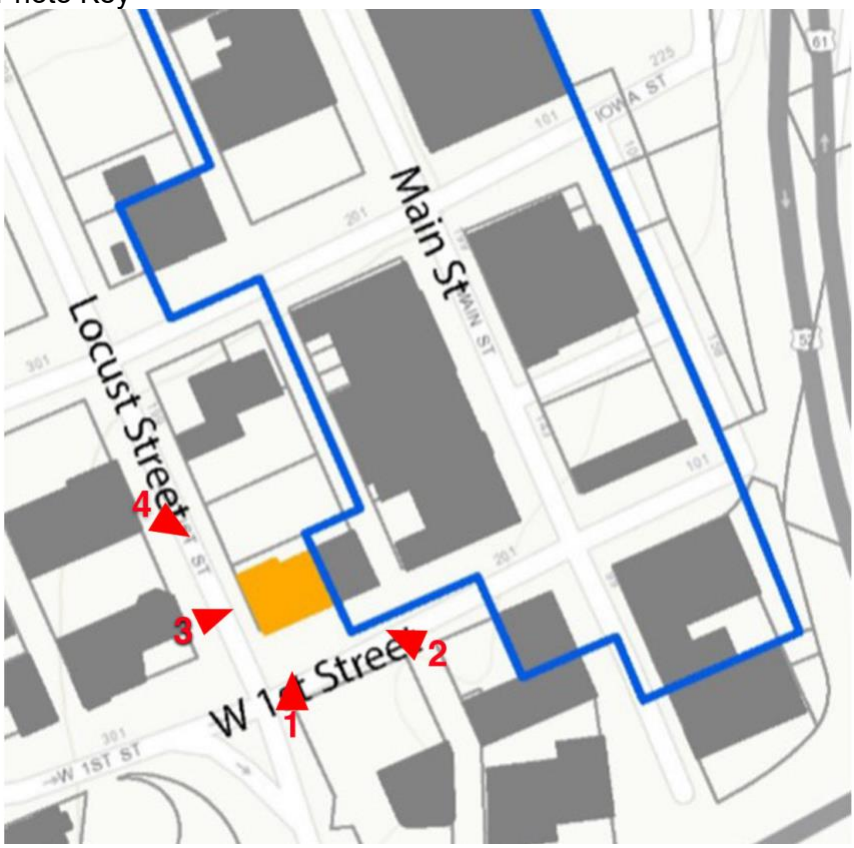
County: **Dubuque** **State:** **Iowa**

Photographer: **William Doyle**

Date Photographed: **December 15, 2023**

Description of Photograph(s) and number, include description of view indicating direction of camera:

Photo Key



Name of Property , Iowa
County and State

Photo 1 of 4: View from southeast corner of 1st and Locusts Streets, looking north.

Name of Property , Iowa
County and State

Photo 2 of 4: View from south side of 1st Street, between Main and Locust Streets, looking northwest.

Photo 3 of 4: View from west side of Locust Street, near 1st Street, looking northeast.

Photo 4 of 4: View from west side of Locust Street, between 1st and 2nd Streets, looking southeast.

Name of Property	, Iowa County and State

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Old Main Street Historic District (Boundary Increase)
1st and Locust Street, Dubuque, Iowa
Date photographed: December 15, 2023
Historic District Amendment

Photo 1: View from southeast corner of 1st and Locust Streets, looking north.

Old Main Street Historic District (Boundary Increase)
1st and Locust Street, Dubuque, Iowa
Date photographed: December 15, 2023
Historic District Amendment

Photo 2: View from south side of 1st Street, between Main and Locust Streets, looking northwest.

Old Main Street Historic District (Boundary Increase)
1st and Locust Street, Dubuque, Iowa
Date photographed: December 15, 2023
Historic District Amendment

Photo 3: View from west side of Locust Street, near 1st Street, looking northeast.

Old Main Street Historic District (Boundary Increase)
1st and Locust Street, Dubuque, Iowa
Date photographed: December 15, 2023
Historic District Amendment

Photo 4: View from west side of Locust Street, between 1st and 2nd Streets, looking southeast.

Old Main Street Historic District (Boundary Increase)
1st and Locust Street, Dubuque, Iowa
Photo Key
Historic District Amendment

IOWA ECONOMIC DEVELOPMENT AUTHORITY
1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com

IOWA Economic Development

CERTIFIED LOCAL GOVERNMENT
NATIONAL REGISTER NOMINATION EVALUATION FORM

As a participant in the Certified Local Government (CLG) program, the Historic Preservation Commission is required to review and comment on proposed National Register nominations of properties within its jurisdiction. The State is required to provide the CLG with a 60-day period for review prior to a State Nominations Review Committee (SNRC) meeting. This form must be received by the State Historic Preservation Office (SHPO) in advance of the SNRC meeting. Digital copies of the completed form should be sent to nationalregister@iowaeda.com.

Historic Property Name: Old Main Street Historic District (Boundary Increase)

Address: DUBUQUE, IA 52001 (DUBUQUE COUNTY)

Certified Local Government: City of Dubuque

Date of public meeting for nomination review: MAY 27 2026 (HPC) JUNE 1, 2026 (City Council)

APPLICABLE CRITERIA:

☒ Criterion A (Event)
☐ Criterion B (Person)
☒ Criterion C (Design/Construction)
☐ Criterion D (Information Potential)

Please select one of the following options that is appropriate to the nomination (please print clearly and use continuation sheets as necessary):

☒ The HPC recommends that the property should be listed in the National Register of Historic Places

☐ The HPC recommends that the property should NOT be listed in the National Register of Historic Places for the following reasons: _____

☐ The HPC chooses not to make a recommendation on this nomination for the following reasons:

☐ The Commission would like to make the following recommendations and/or comments regarding the nomination: _____

OFFICIAL SIGNATURES AND RECOMMENDATION REQUESTED BELOW:

HPC Chairperson or Representative
Print Name: Janice Esser ☒ APPROVE ☐ DENY
Signature: Janice Esser

Chief Elected Official
Print Name: _____ ☐ APPROVE ☐ DENY
Signature: _____

Professional Evaluation (optional)
Print Name: _____ ☐ APPROVE ☐ DENY
Signature: _____

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Safe Streets and Roads for All SMART Project Grant Application and Required Local Match
SUMMARY:	City Manager recommending City Council retroactively approving the filing of the application with the Federal Highway Administration and U.S. Department of Transportation for a 2026 Safe Streets and Roads for All (SS4A) Grant, retroactive to May 26, 2026, to assist with funding for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project. **RESOLUTION** Retroactively Authorizing the Filing of a Grant Application with the Federal Highway Administration (FHWA) and U.S. Department of Transportation (USDOT) for a Safe Streets and Roads for all (SS4A) Grant to assist with funding for the Proposed Smart Safety Technology and Rail Crossing Safety Improvements Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo SS4A SMART Project Grant Application Approve Grant Application Submission
2. SS4A Smart Grant Council Submit Approval - STAFF MEMO 20260528
3. SS4A Smart Grant Council Submit Approval - RESOLUTION 20260528

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: SS4A SMART Project Grant Application
Approve Grant Application Submission

DATE: May 28, 2026

City Engineer Gus Psihoyos, Assistant City Engineer Robert Schiesl, and Civil Engineer III David Ness are recommending City Council adopt the attached resolution retroactively approving the filing of the application with the Federal Highway Administration and U.S. Department of Transportation for a 2026 Safe Streets and Roads for All (SS4A) Grant, retroactive to May 26, 2026, to assist with funding for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project.

Should the Mayor and City Council elect to decline participation in the SS4A grant program, the City may withdraw the application prior to grant award.

The proposed grant application requests $3,443,040 in federal SS4A funding with a required local match of $860,760, representing 20% of total project costs, for a total estimated project cost of $4,303,800. If awarded, the grant would support implementation of advanced transportation safety technologies and operational improvements focused on the Central Avenue and White Street corridors within Dubuque's High Injury Network.

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
David Ness, Civil Engineer III
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Anderson Sainci, Director of Strategic Partnerships
Chandra Ravada, ECIA
Teri Goodmann, Hawks Goodmann and Associates
Andrew Seth, Sustainable Strategies DC
Amy Scheller, Fire Chief
Jeremy Jensen, Police Chief
Duane Richter, Traffic Project Supervisor
Justine Hull, Civil Engineer I
Jason Duba, Assistant Planner

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
David Ness, Civil Engineer III

SUBJECT: SS4A (Safe Streets for All) SMART Project Grant Application
Approve Retroactive Grant Application Submission

DATE: May 28, 2026

INTRODUCTION

The purpose of this memorandum is to provide the Mayor and City Council with information and documentation in support of the attached resolution authorizing the submission of an application to the Federal Highway Administration (FHWA) through the U.S. Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) Grant Program for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project.

The 2026 Safe Streets and Roads for All (SS4A) Grant application for the SMART Safety Technology and Rail Crossing Safety Improvements Project was submitted on May 26, 2026, which was the application deadline established by the U.S. Department of Transportation.

The proposed grant application requests $3,443,040 in federal SS4A funding with a required local match of $860,760, representing 20% of total project costs, for a total estimated project cost of $4,303,800. If awarded, the grant would support implementation of advanced transportation safety technologies and operational improvements focused on the Central Avenue and White Street corridors within Dubuque's High Injury Network.

BACKGROUND

The City of Dubuque, in partnership with the Dubuque Metropolitan Area Transportation Study (DMATS), developed the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project to improve mobility, reduce congestion, enhance safety, and optimize roadway capacity throughout the community. The STREETS system utilizes real-time traffic data, video analytics, predictive modeling, intelligent signal control, and dynamic routing to support more efficient transportation operations.

Building on this foundation, the City and its regional partners were previously awarded funding through the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program to advance connected vehicle and transportation technology initiatives. Phase 1 of the SMART Grant project focused on aggregating and

standardizing transportation data for connected vehicle applications through the establishment of an open data platform connecting local, regional, and state transportation systems.

The proposed SS4A project would expand these initiatives by deploying real-time traffic and safety information directly to vehicles through Vehicle-to-Network (V2N) communications and advanced transportation system integration. The project is intended to improve transportation safety, emergency response reliability, multimodal detection, and traveler information throughout portions of Dubuque's transportation network identified within the City's High Injury Network and the DMATS East Central Iowa Transportation Safety Plan.

The proposed project would focus primarily on the Central Avenue and White Street corridors and surrounding transportation network where blocked rail crossings, traffic congestion, emergency response delays, and multimodal safety concerns have been identified.

SS4A SMART GRANT

The proposed project includes deployment of advanced transportation safety technologies and operational improvements intended to improve safety, mobility, and emergency response coordination throughout the project area.

Key project components include:

• Deployment of a rail crossing monitoring system with predictive blockage analytics to provide real-time rail crossing status and estimated blockage duration.

• Integration of rail crossing monitoring data with the City's Advanced Traffic Management System (ATMS), Vehicle Data Aggregator (VDA), and Computer Aided Dispatch (CAD) systems.

• Expansion of pedestrian, bicycle, and stalled vehicle detection systems at key intersections along the Central Avenue and White Street corridors.

• Enhancement of emergency vehicle routing through optimized traffic signal timing and upgraded Emergency Vehicle Preemption (EVP) systems.

• Deployment of connected vehicle technologies and traveler information systems capable of providing real-time notifications related to rail crossing status, traffic incidents, lane closures, work zones, weather conditions, and intersection safety alerts.

• Corridor operational and safety improvements including upgraded multimodal detection, pavement markings, restriping, and coordination with signal timing and emergency vehicle preemption enhancements.

The proposed project is intended to build upon the City's existing investments in intelligent transportation systems, fiber communications infrastructure, traffic signal interconnect, public safety technologies, and connected vehicle initiatives already established through the STREETS and SMART programs.

PROJECT READINESS

The City of Dubuque and DMATS are well positioned to implement the proposed project improvements. Existing infrastructure already in operation includes the City's Advanced Traffic Management System (ATMS), Vehicle Data Aggregator (VDA), traffic signal communications network, camera systems, and connected vehicle communication capabilities.

These existing systems significantly reduce implementation risk and position the City to efficiently deploy the proposed safety and technology improvements should SS4A funding be awarded.

PROJECT SCHEDULE

The proposed project development schedule incorporated into the SS4A grant application generally includes the following phases:

Task 1: Public Engagement (Months 0-24) – Conduct stakeholder outreach to inform residents, gather input, build awareness, and support successful deployment of the proposed safety and technology improvements.

Task 2: Safety Plan Update (Months 0-2) – Update the safety plan to reflect project-specific strategies, deployment activities, and technology integration.

Task 3: Detailed Planning & System Design (Months 0-5) – Complete engineering and systems planning, including detection design, communications architecture, integration of ATMS, VDA, CAD, and signal systems, and connected vehicle interfaces.

Task 4: Rail Crossing Monitoring System Deployment (Months 5-14) – Deploy monitoring equipment and communications infrastructure for real-time rail crossing detection, including equipment installation, communications setup, ATMS integration, and testing of real-time data feeds.

Task 5: Predictive Rail Crossing Analytics Development (Months 6-14) – Develop analytics to estimate rail crossing blockage timing, duration, and traffic impacts, including algorithm development, model configuration, system integration, and validation.

Task 6: Dynamic Emergency Vehicle Routing & Preemption (Months 6-16) – Enhance emergency response routing and signal preemption using real-time rail crossing data through CAD, ATMS, and

VDA integration, routing logic configuration, EVP upgrades, signal timing optimization, and operational testing.

Task 7: Emergency Vehicle GPS & Communications Deployment (Months 6-16) – Deploy or upgrade GPS and communications technologies for emergency vehicles, including equipment installation, V2N configuration, and validation of routing and dispatch integration.

Task 8: Traveler Information Enhancements (Months 6-12) – Enhance traveler information systems and connected vehicle interfaces to deliver real-time alerts, including user notifications, Android Auto and Apple CarPlay integration, and third-party access to VDA data feeds.

Task 9: Central Avenue & White Street Improvements (Months 12-24) – Implement corridor safety and operational improvements to support technology deployment and multimodal safety, including upgraded pedestrian and bicycle detection, improved intersection detection, restriping, pavement improvements, and coordination with signal timing and emergency vehicle preemption enhancements.

Task 10: Production System Setup & Integration (Months 12-18) – Establish the production environment by configuring servers and cloud infrastructure, finalizing system integration, and implementing cybersecurity protocols.

Task 11: Full System Integration Testing (Months 18-24) – Conduct comprehensive testing and validation of integrated systems and field deployments, including end-to-end testing, connected vehicle validation, emergency routing and preemption testing, and issue resolution.

Task 12: System Refinements & Optimization (Months 24-36) – Refine and optimize system performance based on operational data, observed results, and stakeholder feedback.

Task 13: Performance Evaluation & Final Reporting (Months 33-40) – Evaluate project performance, document outcomes, and prepare final reporting and deployment documentation.

Project implementation is anticipated to occur over an approximate 40-month period following award of grant funding.

SAFETY BENEFITS

The proposed project is intended to address several key transportation safety challenges identified throughout the project area, including:

• Blocked rail crossings and resulting traffic queues that increase congestion, crash risk, and emergency response delays.

• Intersection safety concerns associated with heavy traffic volumes, limited visibility, and queue spillback through intersections.

• Delays to emergency response vehicles caused by blocked rail crossings and limited real-time routing information.

• Limited traveler access to real-time roadway hazard and traffic condition information.

Through integration of enhanced detection technologies, predictive analytics, intelligent transportation systems, and connected vehicle communications, the project is intended to reduce crash risk, improve emergency response reliability, improve multimodal safety, and support the Safe System Approach principles identified within the SS4A program.

BUDGET IMPACT

The planning-level project cost estimate incorporated into the SS4A grant application is summarized as follows:

Description	Federal Funding Request	Non-Federal Match	Total Project Cost
New or Updated Action Plan	$12,960	$3,240	$16,200
Supplemental Planning Activity #1	$69,120	$17,280	$86,400
Supplemental Planning Activity #2	$25,920	$6,480	$32,400
Public Engagement	$77,760	$19,440	$97,200
Implementation - Rail and public safety notifications	$1,594,080	$398,520	$1,992,600
Implementation - Emergency Vehicle Rail crossing blocked alerts and Preemption	$1,624,320	$406,080	$2,030,400
Performance Evaluation & Final Reporting	$38,880	$9,720	$48,600
Total Budget	**$3,443,040**	**$860,760**	**$4,303,800**

Description	Amount
Federal SS4A Grant Request	$ 3,443,040
Local Match Contribution	860,760
Total Estimated Project Cost	$ 4,303,800

The proposed local match funding would be contingent upon award of the federal SS4A grant funding. Staff will continue coordination with the Finance and Budget Departments to develop a proposed Capital Improvement Program (CIP) budget for Fiscal Year 2027 through Fiscal Year 2030 to identify and program funding to cover the $860,760 in local match funding.

RECOMMENDATION

I respectfully recommend that the City authorize the retroactive submission of an application to the Federal Highway Administration through the U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program, retroactive to May 26, 2026, to assist with funding for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project and approve the required local match contingent upon award of grant funding.

ACTION TO BE TAKEN

I respectfully request Mayor and City Council adopt the attached resolution retroactively approving the filing of the application with the Federal Highway Administration and U.S. Department of Transportation for a 2026 Safe Streets and Roads for All (SS4A) Grant, retroactive to May 26, 2026, to assist with funding for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project.

Should the Mayor and City Council elect to decline participation in the SS4A grant program, the City may withdraw the application prior to grant award.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Anderson Sainci, Director of Strategic Partnerships
Chandra Ravada, ECIA
Teri Goodmann, Hawks Goodmann and Associates

Andrew Seth, Sustainable Strategies DC
Amy Scheller, Fire Chief
Jeremy Jensen, Police Chief
Duane Richter, Traffic Project Supervisor
Justine Hull, Civil Engineer I
Jason Duba, Assistant Planner

F:\PROJECTS\SS4A GRANT APPLICATION 2026\CITY COUNCIL MEMO OF RECOMMENDATION

Prepared by: David Ness – Civil Engineer III, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Adreinne N. Breitfelder, City Clerk, 50W 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. _____ -26

RETROACTIVELY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FOR A SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT TO ASSIST WITH FUNDING FOR THE PROPOSED SMART SAFETY TECHNOLOGY AND RAIL CROSSING SAFETY IMPROVEMENTS PROJECT

WHEREAS, the U.S. Department of Transportation (USDOT) issued the Notice of Funding Opportunity (NOFO) for the 2026 Safe Streets and Roads for All (SS4A) Grant Program; and

WHEREAS, the City of Dubuque, in partnership with the Dubuque Metropolitan Area Transportation Study (DMATS), developed the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project to improve mobility, reduce congestion, enhance safety, and optimize roadway capacity throughout the community; and

WHEREAS, the City and its regional partners previously advanced transportation technology initiatives through the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program, including development of connected vehicle and transportation data systems; and

WHEREAS, the proposed SS4A project would expand the City's existing intelligent transportation systems and connected vehicle initiatives to improve transportation safety, emergency response reliability, multimodal detection, and traveler information systems; and

WHEREAS, the proposed project would focus on portions of the Central Avenue and White Street corridors and surrounding transportation network identified within the City's High Injury Network and the DMATS East Central Iowa Transportation Safety Plan; and

WHEREAS, the proposed project includes deployment of rail crossing monitoring systems, predictive blockage analytics, pedestrian and bicycle detection systems, emergency vehicle routing enhancements, upgraded Emergency Vehicle Preemption (EVP) systems, traveler information systems, and Vehicle-to-Network (V2N) communications technologies; and

WHEREAS, the proposed project is intended to address transportation safety concerns associated with blocked rail crossings, traffic congestion, emergency response delays, intersection queue spillback, multimodal safety conflicts, and limited real-time traveler information; and

WHEREAS, the proposed project supports the Safe System Approach by utilizing advanced transportation technologies, predictive analytics, intelligent transportation systems, and connected vehicle communications to reduce crash risk and improve transportation safety for all roadway users; and

WHEREAS, the proposed project is intended to benefit residents and travelers throughout the community, including Areas of Persistent Poverty (APP) and Historically Disadvantaged Communities (HDC); and

WHEREAS, the proposed SS4A grant application requests federal funding in the amount of $3,443,040 with a required local funding match of $860,760 for a total estimated project cost of $4,303,800; and

WHEREAS, the City of Dubuque is seeking the necessary SS4A grant funding for project implementation and, upon completion, in cooperation with the FHWA and USDOT, would be responsible for adequately maintaining and operating the project improvements for public use and benefit during the useful life of the project.

WHEREAS, the application submittal dates established in the issued Notice of Funding Opportunity (NOFO) for the Safe Streets and Roads for All (SS4A) Grant Program are established by the USDOT outside the control of the City; and

WHEREAS, the grant deadlines established by the USDOT do not always coincide with the meeting schedule of the City Council; and

WHEREAS, the City applied for the 2026 Safe Streets and Roads for All (SS4A) Grant Program with an application deadline of May 26, 2026; and

WHEREAS, the City Manager signed the application and seeks retroactive approval of the grant application from the City Council.

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

SECTION 1. The City is hereby authorized to file a grant application with the Federal Highway Administration and U.S. Department of Transportation for a 2026 Safe Streets and Roads for All (SS4A) Grant to assist with funding for the proposed SMART Safety Technology and Rail Crossing Safety Improvements Project.

SECTION 2. The application to the Federal Highway Administration and U.S. Department of Transportation is approved retroactive to May 26, 2026.

SECTION 3. The application to the Federal Highway Administration and U.S. Department of Transportation is approved retroactive to February 24, 2026.

SECTION 4. The City Council hereby approves the required local funding match in the amount of $860,760 contingent upon award of the federal SS4A grant funding

Passed, approved, and adopted this _1st__ day of __June__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adreinne N. Breitfelder, City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Irrevocable License Creek Valley Campground
SUMMARY:	City Manager recommending approval of an irrevocable license for Creek Valley Campground to encroach on City property and the City Clerk record the irrevocable license in the office of the County Recorder.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Irrevocable License – Creek Valley Campground
2. Staff Memo Irrevocable License Request Creek Valley Campground
3. Irrevocable License Creek Valley Campground -Signatures Required

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Irrevocable License – Creek Valley Campground

DATE: May 28, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an irrevocable license for Creek Valley Campground to encroach on City property and the City Clerk record the irrevocable license in the office of the County Recorder.

Creek Valley Campground is located at 1650 Middle Road in the Dubuque City limits. The property owners of Creek Valley Campground installed a 1 ¼" force main to service their campground and will be pumping their effluent into City of Asbury sanitary sewer system.

The City of Dubuque currently does not have a public sanitary sewer system serving this portion of the community. When the City of Dubuque extends sanitary sewer infrastructure to this area, Creek Valley Campground will be required to connect to the City's sanitary sewer collection system in accordance with applicable City ordinances.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Irrevocable License – Creek Valley Campground

DATE: May 26, 2026

INTRODUCTION
This is in response to a request from the Creek Valley Campground to encroach on City property. The encroachments will include a private sanitary sewer line.

BACKGROUND
An irrevocable or revocable license is required when property owners request to encroach upon the public right of way. Examples of encroachments upon the public right of way can include planters, benches, fences, steps, awnings, windows, buildings, earthen embankments, ADA ramps, loading docks, private utilities, bollards, and sprinkler systems.

DISCUSSION
Creek Valley Campground is located at 1650 Middle Road in the Dubuque City limits. The City of Dubuque currently does not have a public sanitary sewer system serving this portion of the community. When the City of Dubuque extends sanitary sewer infrastructure to this area, Creek Valley Campground will be required to connect to the City's sanitary sewer collection system in accordance with applicable City ordinances. The property owners of Creek Valley Campground installed a 1 ¼" forcemain to service their campground and will be pumping their effluent into City of Asbury sanitary sewer system.

Through this Irrevocable License process the encroachments will be recognized by the owner who assumes all terms and conditions as defined in the license.

All documents have been received from Creek Valley Campground including an exhibit, irrevocable license, insurance, and license fee. The Engineering Department, Planning Services and Building Services have reviewed and approved the request for the continued operation of this encroachment.

RECOMMENDATION

It is recommended that the request for an irrevocable license for Creek Valley Campground to encroach in the public right of way as described in the irrevocable license be approved.

BUDGET IMPACT
The application fee of $650 has been received and will be receipted as part of the public license revenue.

ACTION TO BE TAKEN
It is recommended that the attached irrevocable license for Creek Valley Campground be approved and the City Clerk record the irrevocable license in the office of the County Recorder.

Attach.

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

IRREVOCABLE LICENSE

AUTHORIZING Green Valley Landscaping
TO CONSTRUCT Sewer Line
ON PUBLIC RIGHT-OF-WAY

Section 1. Creek Valley or Justin Hum (president) as the owner of the premises, (Licensee), known as creek valley or Justin Hum in Dubuque, Iowa, and legally described as Creek Valley Camp Grove (Proposed) be and is hereby granted an Irrevocable License and authority to construct and maintain Sewer Line, (Encroachment) (see attachment for location) under the terms and conditions set forth in this License.

Section 2. The permission herein granted is expressly conditioned on Licensee's agreement to:

a) Assume any and all liability for damages to persons or property which may result from the existence, location, installation, construction or maintenance of said Encroachment;

b) Procure and maintain in force during the term of this License a policy of liability insurance as set forth in the attached Insurance Schedule;

c) Pay on behalf of the City of Dubuque, all sums which the City of Dubuque shall become obligated to pay by reason of the liability imposed upon the City of Dubuque for damages of any kind resulting from the location, installation, existence, construction or maintenance of said Encroachment sustained by any person or persons, caused by accident or otherwise to defend at its own expense and on behalf of said City any claim against the City of Dubuque arising out of the location, installation, existence, construction or maintenance of Encroachment and to pay reasonable attorney fees therefor; and

d) Indemnify, defend and hold the City of Dubuque free and harmless from any and all claims, including but not limited to damages, loss, liability and expense for death and/or injuries to third persons or damages to property of third persons, or for damage to any property of the City of Dubuque which may occur as a result of or in connection with the location, installation, existence, construction, maintenance and repair of Encroachment.

e) Any special conditions as set forth for this License as identified:
_____
_____
_____

Section 3. The Encroachment shall be maintained in accordance with all applicable state and federal laws and regulations, and the Ordinances of the City of Dubuque.

Section 4. Licensee covenants and agrees that the Irrevocable License herein granted does not constitute an approval of the design, erection, location, construction, repair or maintenance of said Encroachment and Licensee hereby covenants and agrees not to assert such claim or defense against the City of Dubuque in the event of claim asserted for death, personal injuries and/or property damage against Licensee arising out of or in any way connected with the location, installation, construction, design, repair and maintenance of the Encroachment.

Section 5. This Irrevocable License shall become effective and the rights hereunder accrue to Licensee when this License has been approved by the City Council and the terms and conditions thereof accepted by Licensee by acceptance endorsed on this License. This Irrevocable License is not assignable or transferable to another location. This license is for this property only.

Section 6. The City Clerk is authorized and directed to file at Licensee's expense a copy of this License in the Office of the Recorder in and for Dubuque County, Iowa.

Section 7. Iowa One-Call registration may be required by the Code of Iowa. When applicable Licensee shall submit documentation to the City Engineer of Iowa One-Call registration membership.

Signed this _____ day of _____, 20___.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa, a municipal corporation, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council on the _____ day of _____, _____, and Brad M. Cavanagh and Adrienne N. Breitfelder acknowledged the execution of the instrument to be their voluntary act and deed.

_____
Notary Public in and for said State

ACCEPTANCE OF TERMS AND CONDITIONS OF LICENSE

The undersigned, being duly authorized to execute this Acceptance on behalf of Creek Valley, and having read and being familiar with the terms and conditions of the Irrevocable License, for itself and, its successors, accepts the same and agrees to be bound by the terms and conditions herein contained.

LICENSEE:

(President)

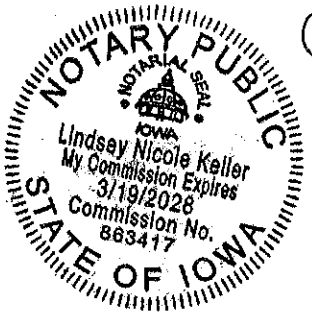
Signature

By: Justina Heim

Title: President

Dated: 5/14/2026

Signature requires notary



Lindsey Keller

Lindsey Keller

5/14/26

ALL PURPOSE ACKNOWLEDGMENT
STATE OF IOWA)
COUNTY OF DUBUQUE)

On this 14 day of May, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Heim (NAME/S) to me personally known, OR ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.

(Notary Seal)

NOTARY PUBLIC
NOTARIAL SEAL
IOWA
Lindsey Nicole Keller
My Commission Expires
3/19/2028
Commission No.
863417
STATE OF IOWA

Lindsey Keller (sign in ink)

Lindsey Keller (print/type name)
Notary Public in and for State of Iowa

CAPACITY CLAIMED BY SIGNER
X INDIVIDUAL
___ CORPORATE OFFICER(S) _____ (Title)

(CORP SEAL)
___ AFFIXED
___ NO SEAL PROCURED

___ PARTNER(S) ___ LIMITED ___ GENERAL

___ ATTORNEY-IN-FACT
___ TRUSTEE(S)
___ GUARDIAN/CONSERVATOR
___ OTHER

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies):

_____
_____
_____
_____

CREEK VALLEY CAMPGROUND
CREEK VALLEY CAMPGROUND SANITARY SEWER
DUBUQUE, IOWA

PROFESSIONAL SEALS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

FOR ORIGIN DESIGN CO.

ANDREW JOHN GOEDKEN — DATE

PE 24716 — 12/31/2027

LICENSE # — RENEWAL DATE

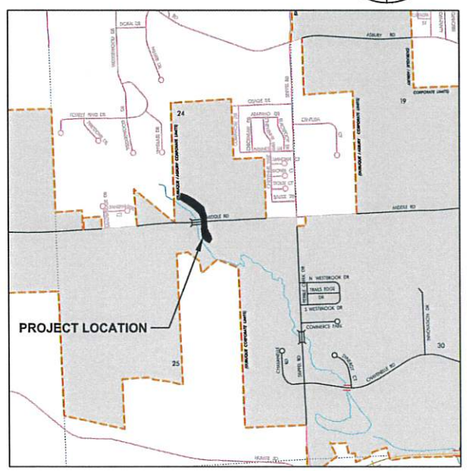
PAGES OR SHEETS COVERED BY THIS CERTIFICATION:

CONTACT

ANDY GOEDKEN
ORIGIN DESIGN CO.
137 MAIN ST, SUITE 100
DUBUQUE, IA 52001
V. (563)556-2464
F. (563)556-7811
E. andy.goedken@origindesign.com

PROJECT LOCATION

N



Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
G0.01	COVER SHEET
G0.02	ABBREVIATIONS AND LEGEND
SANITARY SEWER	
C5.01	SANITARY SEWER DETAILS AND GENERAL NOTES
C5.10	SANITARY SERVICE PLAN AND PROFILE
C5.11	SANITARY SERVICE PLAN AND PROFILE

PRELIMINARY - NOT FOR CONSTRUCTION

UTILITY NOTE:

THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY. THE UTILITIES PRESENT MAY NOT EXIST AS SHOWN. ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT. IT SHALL BE THE RESPONSIBILITY OF ANYONE USING THIS DOCUMENT TO ASCERTAIN THE EXACT LOCATION, SIZE, TYPE, MATERIAL, AND ELEVATION OF ALL UTILITIES THAT MAY BE PRESENT.

UTILITY PROVIDERS:

SEWER:	CITY OF ASBURY BLAINE TELFORD (563)556-7106
ELECTRICAL POWER:	ALLIANT ENERGY (800)255-4268
FIBER:	LUMEN (918)547-0147
ONE CALL	(800)292-8989

IOWA 811 ONE CALL SM
1 (800) 292 - 8989

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Client Name
CREEK VALLEY CAMPGROUND

Project Name
CREEK VALLEY CAMPGROUND SANITARY SEWER

Location / Description
DUBUQUE, IOWA

Revisions

Rev	Description	Date
	Issued For Bidding:	
Project Number 26089	Issued For Construction:	
Project Manager AJG		

P:\26\089\DRAWINGS\CIVIL\26089 Z-00 COVER 5/14/2026 3:24 PM ALEX WESBROOK

Sheet Title
COVER SHEET

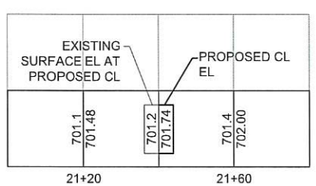
G0.01

ABBREVIATIONS

Δ	CENTRAL ANGLE
A/C	AIR CONDITIONING(ER)
AC	ACRES
A.F.F.	ABOVE FINISHED FLOOR
AGG	AGGREGATE
AOH	ARROW ON HYDRANT
ARCH	ARCHITECTURAL
ASPH	ASPHALT
AVG	AVERAGE
B-B	B/C - B/C
B/C, BOC	BACK OF CURB
B/DITCH	BOTTOM OF DITCH
BFP	BACKFLOW PREVENTOR
B/L	BASE LINE
B/S	BOTTOM OF SLOPE
BLDG	BUILDING
B.M.	BENCH MARK
BOP	BEGINNING OF PROJECT
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
C&G	CURB AND GUTTER
CATV	CABLE TELEVISION
CB	CATCH BASIN
C-C	CENTER TO CENTER
CF	CUBIC FEET
CH	CHORD
CH BRG	CHORD BEARING
CIP	CAST IRON PIPE
C-I-P	CAST-IN-PLACE
CISP	CAST IRON SOIL PIPE
CJ	CONTROL JOINT
CL	CENTERLINE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
COMP	COMPACTED
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COR	CORNER
CP	CONTROL POINT
CPE	CORRUGATED POLYETHYLENE PIPE
CRST	CRUSHED STONE
CSP	CORRUGATED STEEL PIPE
CTRD	CENTERED
CTR	CENTER
CULT	CULTIVATED
CV	CHECK VALVE
CY	CUBIC YARD
D	DEGREE OF CURVE
DIA (Ø)	DIAMETER
DIP	DUCTILE IRON PIPE
DN	DOWN
DRWY	DRIVEWAY
DS	DOWNSPOUT
DWG(S)	DRAWING(S)
DWL(S)	DOWEL(S)
E	EAST
E'LY	EASTERLY
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EMBED	EMBEDMENT
ENGR	ENGINEER
ENTR	ENTRANCE
EOP	END OF PROJECT
EOR	END OF RADIUS
E/P	EDGE OF PAVEMENT
EQ	EQUAL
E/S	EDGE OF SHOULDER
ESMT	EASEMENT
EST	ESTIMATE
EX	EXISTING
EXC	EXCAVATE/EXCAVATION
EXP	EXPANSION
EXT	EXTERIOR
EXTD	EXTEND
EW	EACH WAY

FD	FLOOR DRAIN
FDN	FOUNDATION
F.E.	FIELD ENTRANCE
FES	FLARED END SECTION
F-F	FACE TO FACE
FFE	FINISH FLOOR ELEVATION
FG	FORM GRADE
FIN GR	FINISHED GRADE
FL	FLOWLINE
FLG	FLANGE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FT	FOOT/FEET
FTG	FOOTING
FUT	FUTURE
FV	FIELD VERIFY
G	GUTTER
GC	GENERAL CONTRACTOR
GALV	GALVANIZED
GND	GROUND
GRAN	GRANULAR
GRD	GRADE
GV	GATE VALVE
HMA	HOT MIX ASPHALT
HORIZ	HORIZONTAL
HPT	HIGH POINT
HSD	HEADLIGHT STOPPING DISTANCE
HYD	HYDRANT
ID	INSIDE DIA/INSIDE DIM
IE	INVERT ELEVATION
IMP	IMPROVEMENTS
IN	INCHES
INV	INVERT
IP	IRON PIPE
JB	JUNCTION BOX
JT	JOINT/JOINT LENGTH
K	RATE OF VERT CURVATURE
L	LENGTH OF CURVE
LAT	LATERAL
LF	LINEAL FOOT
LONG	LONGITUDINAL
LP	LIGHT POLE
LPT	LOW POINT
LT	LEFT
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MON	MONUMENT
MP	MILE POST
N	NORTH
N/A	NOT APPLICABLE
NE'LY	NORTHEASTERLY
N'LY	NORTHERLY
NO/#	NUMBER
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NW'LY	NORTHWESTERLY
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVE
PERF	PERFORATED
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
PM	PRINCIPAL MERIDIAN
POB	POINT OF BEGINNING
POC	POINT OF CURVE
POT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PRELIM	PRELIMINARY
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
QTY	QUANTITY

R	RADIUS
R&R	REMOVE & REPLACE
R&S	REMOVE & SALVAGE
RCB	REINFORCED CONCRETE BOX
RCAP	REINFORCED CONCRETE ARCH PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
REBAR	REINFORCING BAR
REF	REFERENCE
REINF	REINFORCING/REINFORCED
REV	REVISION
RIM	RIM ELEVATION
ROW	RIGHT OF WAY
RP	RADIUS POINT
RS	RESILIENT SEAT
RT	RIGHT
S	SOUTH
S=	SUPERELEVATION
SAN	SANITARY
SANS	SANITARY SEWER
SB	SOIL BORING
SCH	SCHEDULE
SD	SUB DRAIN
SEC	SECTION
SE'LY	SOUTHEASTERLY
SF	SQUARE FOOT
S.F.D.	STEP FOOTING DOWN
SHT	SHEET
SIG.	SIGNAL
SIM.	SIMILAR
S'LY	SOUTHERLY
SOG	SLAB ON GRADE
SPEC	SPECIFICATION
SS	STAINLESS STEEL
SSD	STOPPING SIGHT DISTANCE
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STM	STORM
STMS	STORM SEWER
SW'LY	SOUTHWESTERLY
SY	SQUARE YARD
T	TANGENT LENGTH
T/B	TOP OF BANK
T/DITCH	TOP OF DITCH
T/C, TC	TOP OF CURB
T/GRAV	TOP OF GRAVEL
T/WALL	TOP OF WALL
T/P, TP	TOP OF PAVEMENT
T/S	TOP OF SLOPE
T/SUB	TOP OF SUBGRADE
T/W, TW	TOP OF WALK
T/WM	TOP OF WATER MAIN
T & B	TOP AND BOTTOM
T.O.B.	TOP OF BEAM
T.O.B.L.	TOP OF BRICK LEDGE
T.O.C.	TOP OF CONCRETE
T.O.E.F.	TOP OF EXISTING FOOTING
T.O.F.	TOP OF FOOTING
T.O.M.	TOP OF MASONRY
T.O.P.	TOP OF PIER
T.O.S.	TOP OF STEEL
TCE	TEMP CONSTRUCTION EASEMENT
TEL	TELEPHONE
TEMP	TEMPORARY
THK	THICK / THICKNESS
TWP	TOWNSHIP
TYP	TYPICAL
U	UTILITY
UAC	USE AS CONSTRUCTED
UE	UTILITY EASEMENT
UL	UNDERWRITERS LABORATORIES, INC.
ULFM	UNDERWRITERS LABORATORIES FACTORY MUTUAL
UNO	UNLESS NOTED OTHERWISE
VAR	VARIES
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VER	VERIFY
VERT	VERTICAL
VOL	VOLUME
VPC	VERT POINT OF CURVE
VPI	VERT POINT OF INTERSECTION
VPT	VERT POINT OF TANGENCY
W	WEST
W/	WITH
W'LY	WESTERLY
WM	WATER MAIN
W/O	WITHOUT
W.P.	WORKING POINT
WD	WOOD
WSO	WATER SHUT OFF
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
YD	YARD



PROFILE LEGEND

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/ R.O.W.	
	EASEMENT	
	SECTION LINE	
	QUARTER SECTION LINE	
	QUARTER QUARTER SECTION LINE	
	CENTERLINE	
D	STORM SEWER	D
SD	SUB DRAIN	SD
S	SANITARY SEWER	S
FM	FORCE MAIN	FM
W	WATER LINE	W
G	GAS LINE	G
OHE	OVERHEAD ELECTRIC	OHE
E	UNDERGROUND ELECTRIC	E
OHT	OVERHEAD TELEPHONE	OHT
T	UNDERGROUND TELEPHONE	T
OHTV	OVERHEAD TELEVISION	OHTV
TV	UNDERGROUND TELEVISION	TV
FIB	FIBER OPTIC	FIB
X	WIRE FENCE	X
O	CHAINLINK FENCE	O
□	WOOD FENCE	□
--000--	CONTOUR LINE	000
	RAILROAD TRACKS	
	GUARD RAIL	
+ 0.00	SPOT ELEVATION	+ 0.00
	DIRECTION OF FLOW	
	TREE LINE	
	REVETMENT EXTENTS	
	EROSION STONE	

EXISTING		PROPOSED
	CATCH BASIN	
	AREA INTAKE	
D	STORM MANHOLE	D
S	SANITARY MANHOLE	S
U	UTILITY MANHOLE	U
V	WATER VALVE MANHOLE	V
	FIRE HYDRANT	
	WATER SHUT OFF	
WV	WATER VALVE	WV
YH	YARD HYDRANT	YH
GV	GAS VALVE	GV
	SIGN	
	UTILITY POLE	
	UTILITY POLE WITH LIGHT	
	TRAFFIC SIGNAL POLE	
	GUY ANCHOR	
	LIGHT POLE	
	UTILITY PEDESTAL	
H	UTILITY HANDHOLE	H
UV	UTILITY VAULT	UV
M	MONITORING WELL	M
W	WELL	W
	MAILBOX	
	WATER LEVEL	
	BOLLARD	
	SOIL BORING	
PIV	POST INDICATOR VALVE	PIV
	DECIDUOUS TREE W/ TRUNK DIA.	
	CONIFEROUS TREE W/ TRUNK DIA.	
	SHRUB OR BUSH	

UTILITY LINES WITH DESIGNATORS WRAPPED IN PARENTHESIS SUCH AS (W) or (G) ARE LOCATED BASED ON MAP OR GIS DATA

EROSION CONTROL LEGEND

TEMPORARY		TEMPORARY		PERMANENT		PERMANENT	
SF	SILT FENCE (STRAW WATTLES, FILTER SOCKS & SILT FENCE ARE GENERALLY INTERCHANGEABLE)	ST	SEDIMENT TRAP	PS	SEEDING		TURF REINFORCEMENT MAT (TRM)
PC	PERIMETER CONTROL	IP	INLET PROTECTION	S	SODDING	SD	SLOPE DRAIN
CW	CONCRETE WASHOUT		ROLLED EROSION CONTROL PRODUCT (RECP) PER PLAN	SFM	SEED, FERTILIZER & MULCH	PD	PERMANENT DIVERSION
CE	CONSTRUCTION ENTRANCE	T	STREAM CROSSING	OP	OUTLET PROTECTION		LEVEL SPREADER
TM	MULCHING	CRS	CONSTRUCTION ROAD STABILIZATION	RS	REVETMENT SLOPE PROTECTION	V	VEGETATIVE STREAMBANK STABILIZATION
TS	SEEDING	TD	TEMPORARY DIVERSION		SOD DROP INLET PROTECTION	S	STRUCTURAL STREAMBANK STABILIZATION
CB	COMPOST BLANKET		LEVEL SPREADER	CD	CHECK DAM	RR	RIP RAP LINED CHANNEL
DC	DITCH CHECK (ROCK DAM)	DC	DUST CONTROL	SC	STONE CHECK	GL	GRASS LINED CHANNEL (____) MATERIAL REQUIRED
				SB	SEDIMENT BASIN		
					SURFACE ROUGHENING		

SURVEY

■	FOUND REBAR
●	FOUND IRON PIPE
O	SET REBAR

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Client Name
CREEK VALLEY CAMPGROUND

Project Name
CREEK VALLEY CAMPGROUND SANITARY SEWER

Location / Description
DUBUQUE, IOWA

Revisions	Rev	Description	Date
	Project Number	26089	Issued For Bidding:
	Project Manager	AJG	Issued For Construction:

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Sheet Title
ABBREVIATIONS AND LEGEND

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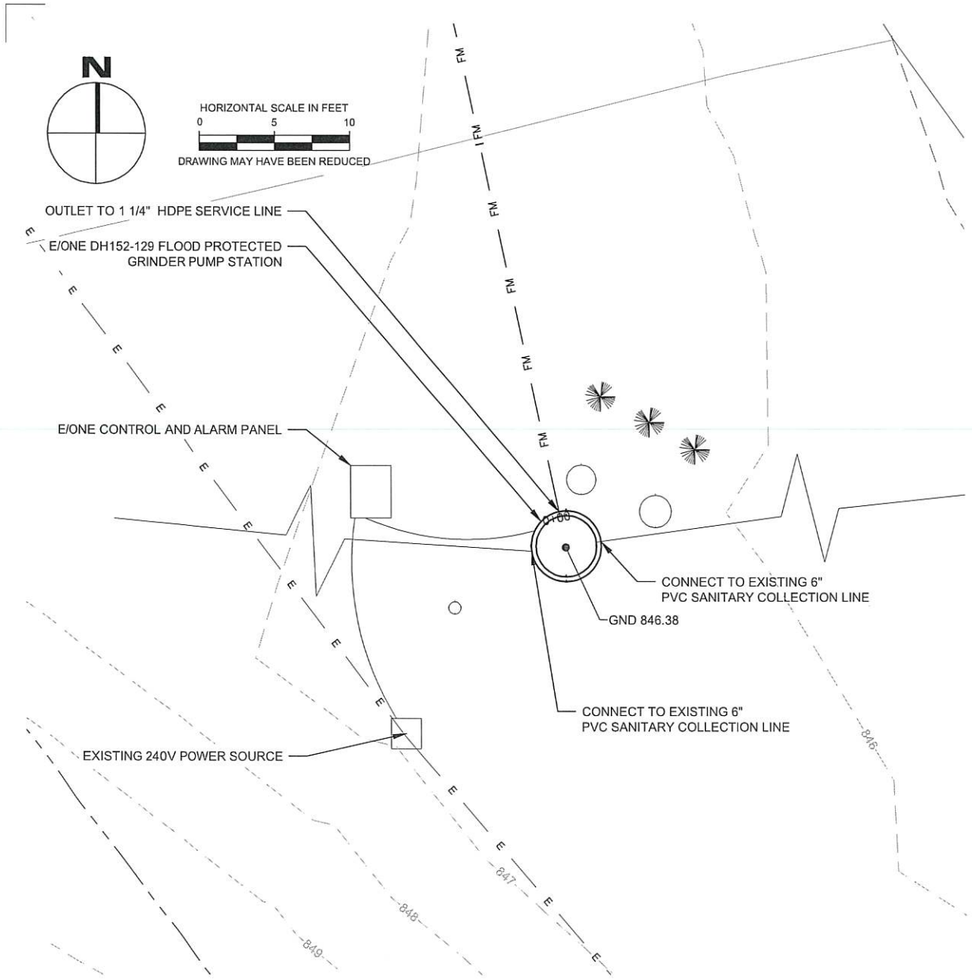

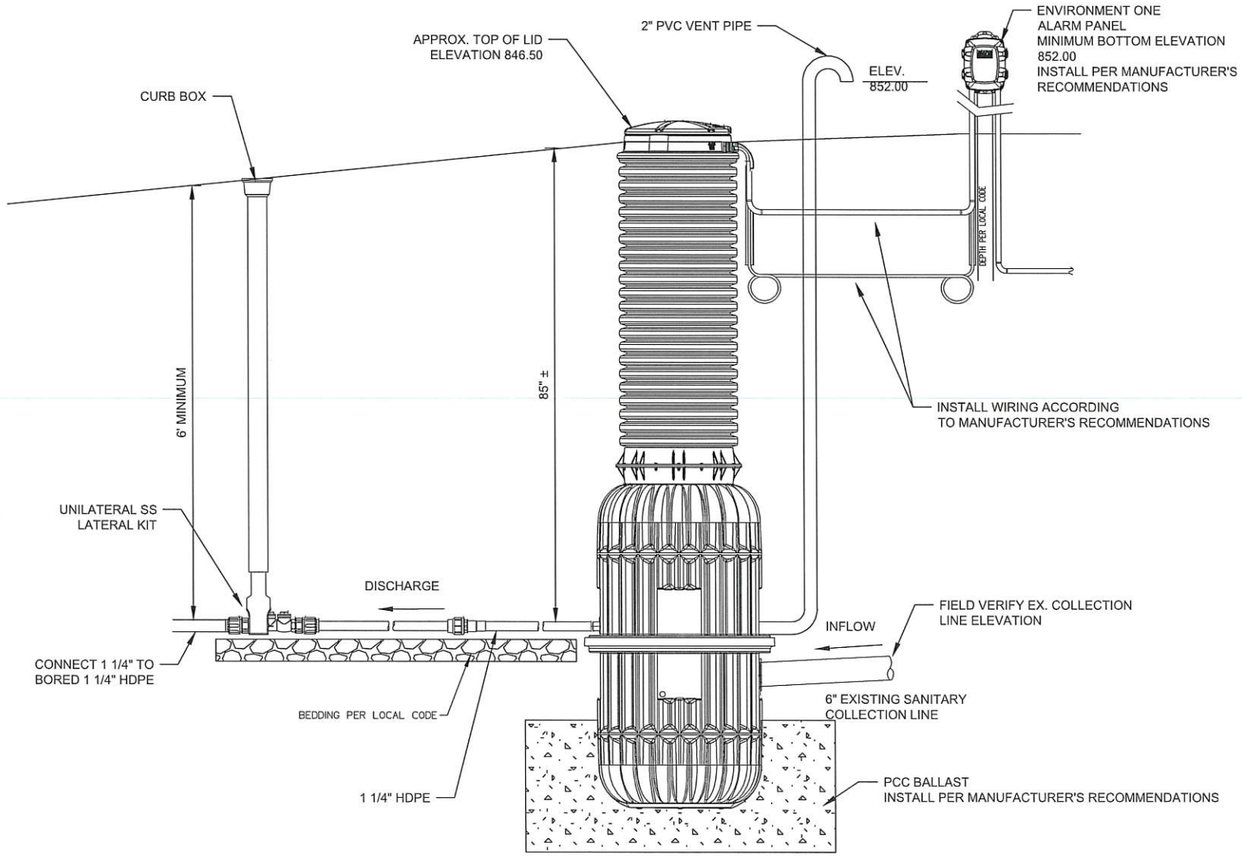

PROFILE SCHEMATIC DH152F-129 FLOOD PROTECTED GRINDER PUMP STATION
NOT TO SCALE

ALL CONSTRUCTION SHALL BE PER APPLICABLE SECTIONS OF THE LATEST EDITION OF SUDAS STANDARD SPECIFICATIONS, CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS, AND STANDARD PLANS EXCEPT AS MODIFIED OR SUPERCEDED BY THESE PLANS. THE SUDAS SECTIONS APPLICABLE TO THESE PLANS INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

GENERAL NOTES

1. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF DUBUQUE, CITY OF ASBURY, OR OTHER APPLICABLE AGENCIES.
2. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.
3. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATION FROM RECORD INFORMATION OBTAINED FROM SOURCES OF VARYING RELIABILITY AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. EXISTENCE, LOCATION, DEPTH, SIZE OR MATERIAL MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND ENGINEER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND SHALL CONTACT ONE CALL PRIOR TO COMMENCING WORK. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL EXISTENCE, LOCATION, DEPTH, SIZE AND MATERIAL OF UNDERGROUND UTILITIES OR OTHER FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED AS A RESULT OF THEIR FAILURE TO LOCATE EXISTING UTILITIES AND FACILITIES PRIOR TO COMMENCING WORK. THE ENGINEER MAKES NO GUARANTEE, AND NO WARRANTEE IS IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION SHOWN FOR EXISTING UTILITIES AND IMPROVEMENTS.
4. IT SHALL BE THE OWNER/CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DESIGN ENGINEER UPON DISCOVERY OF ANY FIELD CONFLICTS OR CHANGES IN CONDITIONS. FAILURE TO DO SO UPON DISCOVERY WILL VOID CLAIMS FOR COMPENSATION AS EXTRA WORK FOR THAT WHICH COULD HAVE BEEN MITIGATED HAD THE ENGINEER BEEN NOTIFIED AT TIME OF DISCOVERY.
5. ANY PROPOSED REVISIONS TO THESE PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER AND WHEN APPLICABLE, BY THE CITY ENGINEER, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER, OR CITY ENGINEER, WHERE APPLICABLE. ANY DEVIATIONS OR CHANGES IN THESE PLANS WITHOUT OFFICIAL APPROVAL OF THE DESIGN ENGINEER SHALL ABSOLVE THE DESIGN ENGINEER OF ANY AND ALL RESPONSIBILITY OF SAID DEVIATION OR CHANGE.
6. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
7. SURFACE RESTORATION: RESTORE ALL DISTURBED SURFACES TO THEIR EXISTING CONDITION. GRASSED AREAS SHALL HAVE 6 INCHES (MIN.) TOPSOIL AND SEED OR SOD PLACED ACCORDING TO SUDAS DIVISION 9. GRANULAR SURFACING SHALL BE PLACED AND COMPACTED TO A MINIMUM DEPTH OF 8" OR THE EXISTING THICKNESS, WHICHEVER IS MORE. SUPPLEMENT WITH IOWA DOT GRADATION 11 STONE SURFACING AS NECESSARY.

EROSION CONTROL

1. COMPLY WITH APPLICABLE PROVISIONS OF SUDAS SPECIFICATIONS AND DOCUMENTS, DIVISION 9 - SITEWORK AND LANDSCAPING
2. PROVIDE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS, ACCORDING TO A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) COMPLYING WITH CODE OF IOWA 161A.64, AS REQUIRED BY THE IOWA DNR. INSPECT, REPAIR, AND MAINTAIN EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
3. THE CONTRACTOR SHALL TAKE PREVENTATIVE MEASURES TO CONTROL AIRBORNE DUST AND SHALL BE RESPONSIBLE FOR DAMAGE RESULTING FROM A FAILURE TO DO SO.
4. THE CONTRACTOR SHALL KEEP ADJACENT STREETS CLEAN AND FREE OF DIRT OR DEBRIS AT ALL TIMES AND REMOVE ANY TRACKED MUD FROM THE STREET IMMEDIATELY. ALL COSTS FOR SUCH SHALL BE INCLUDED IN THE CONTRACT PRICE AND ANY ADDITIONAL COSTS, FEES OR FINES RESULTING FROM FAILURE TO DO SO SHALL BE PAID BY THE CONTRACTOR.

EARTHWORK AND TRENCHING

1. COMPLY WITH APPLICABLE PROVISIONS OF SUDAS SPECIFICATIONS AND DOCUMENTS, DIVISION 2 - EARTHWORK AND DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION.
2. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND/OR SHEETED SO THAT THE EARTH WILL NOT SLIDE NOR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE TO ADJACENT IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NECESSARY REPAIRS OR REPLACEMENTS SHALL BE AT THE CONTRACTOR'S OWN EXPENSE.
3. UTILITY TRENCH BACKFILL: SHAPE BEDDING COURSE TO PROVIDE CONTINUOUS SUPPORT FOR BELLS, JOINTS, AND BARRELS OF PIPES. PLACE AND COMPACT INITIAL BACKFILL, FREE OF PARTICLES LARGER THAN 1 INCH IN ANY DIMENSION, PLACE AND COMPACT FINAL BACKFILL TO FINAL SUBGRADE ELEVATION USING THE FOLLOWING MATERIALS:
   A. BUILDING SLABS, WALKS, AND PAVEMENTS: FINAL BACKFILL-CLASS III.
   B. UNDER AND WITHIN 18 INCHES OF FOOTINGS: CONCRETE.
   C. ALL OTHER AREAS: SATISFACTORY SOIL-CLASS IV.
4. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, EROSION AND SEDIMENTATION CONTROL, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CAUSED BY EARTHWORK OPERATIONS. CONTRACTOR RESPONSIBLE FOR REPAIRS TO DAMAGED SURFACES.
5. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING.
6. EXCAVATIONS SHALL COMPLY WITH THE FOLLOWING:
   A. ALL EXCAVATIONS SHOULD COMPLY WITH THE REQUIREMENTS OF OSHA 29 CFR, PART 1926, SUBPART P, "EXCAVATIONS AND TRENCHES" AND OTHER APPLICABLE CODES.
   B. EXCAVATE TO DIMENSIONS AND ELEVATIONS INDICATED.
   C. FOOTINGS AND FOUNDATIONS: EXCAVATE BY HAND TO FINAL GRADE AND COMPACT SOIL AT BEARING SURFACE PRIOR TO PLACING FOOTINGS TO FIRM UP ALL LOOSE MATERIAL FROM EXCAVATION, FORMING, ETC.
   D. UTILITY TRENCHES: EXCAVATE TRENCHES DEEPER THAN BOTTOM OF PIPE EXCAVATION TO ALLOW FOR MINIMUM REQUIRED BEDDING COURSE AS NOTED IN BEDDING DETAIL." HAND EXCAVATE FOR BELL OF PIPE. EXCAVATE TRENCH WALLS VERTICALLY FROM TRENCH BOTTOM TO 12 INCHES HIGHER THAN PIPE OR CONDUIT.
7. PLACE BACKFILL ON SUBGRADES FREE OF MUD, FROST, SNOW OR ICE. PLACE AND COMPACT BACKFILL IN EXCAVATIONS PROMPTLY.
8. PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
9. PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
10. LEGALLY DISPOSE OF SURPLUS SOIL MATERIAL AND WASTE MATERIALS OFF OWNER'S PROPERTY OR TO DESIGNATED DISPOSITION AREA.

GRINDER PUMP AND LOW PRESSURE SERVICE LINE INSTALLATION

1. GRINDER PUMP STATION TO BE E/ONE DH152F-129 FLOOD PROTECTED STATION. FOLLOW MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
2. LOW PRESSURE SERVICE LINE TO BE DIRECTIONALLY BORED 1-1/4" (IPS) PRESSURE RATED (SDR 13.5 OR APPROVED EQUAL) HDPE PIPE WITH 6' MINIMUM BURY DEPTH.
3. CONNECTION WITH EXISTING CITY OF ASBURY MANHOLE TO BE MADE WITH A CORED CONNECTION AND FLEXIBLE WATERTIGHT CONNECTOR PER SUDAS SECTION 6010 3.05.
4. ALL ELECTRICAL WORK TO BE COMPLETED IN ACCORDANCE WITH APPLICABLE CITY AND STATE CODES INCLUDING RECEIVING PERMITS AS NECESSARY.

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Client Name
CREEK VALLEY CAMPGROUND

Project Name
CREEK VALLEY CAMPGROUND SANITARY SEWER

Location / Description
DUBUQUE, IOWA

Revisions	Rev	Description	Date
	Project Number	26089	Issued For Bidding:
	Project Manager	AJG	Issued For Construction:

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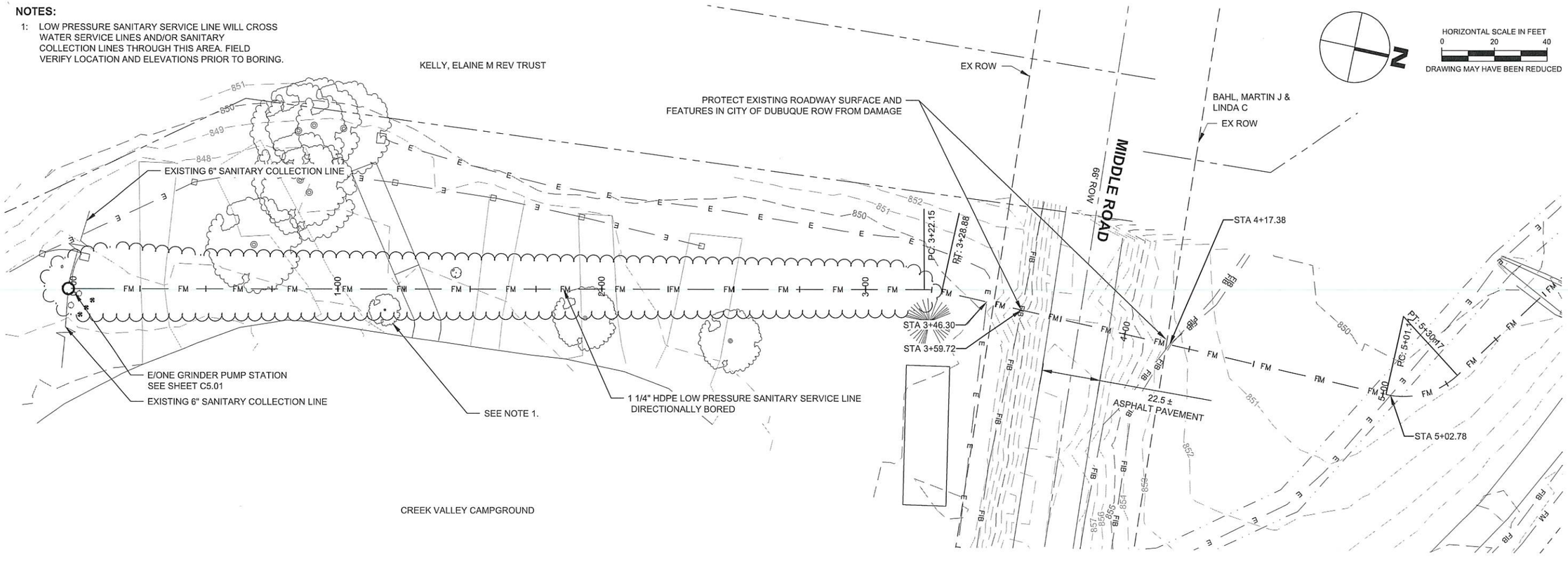
Sheet Title

SANITARY SEWER DETAILS AND GENERAL NOTES

C5.01

NOTES:

1: LOW PRESSURE SANITARY SERVICE LINE WILL CROSS WATER SERVICE LINES AND/OR SANITARY COLLECTION LINES THROUGH THIS AREA. FIELD VERIFY LOCATION AND ELEVATIONS PRIOR TO BORING.



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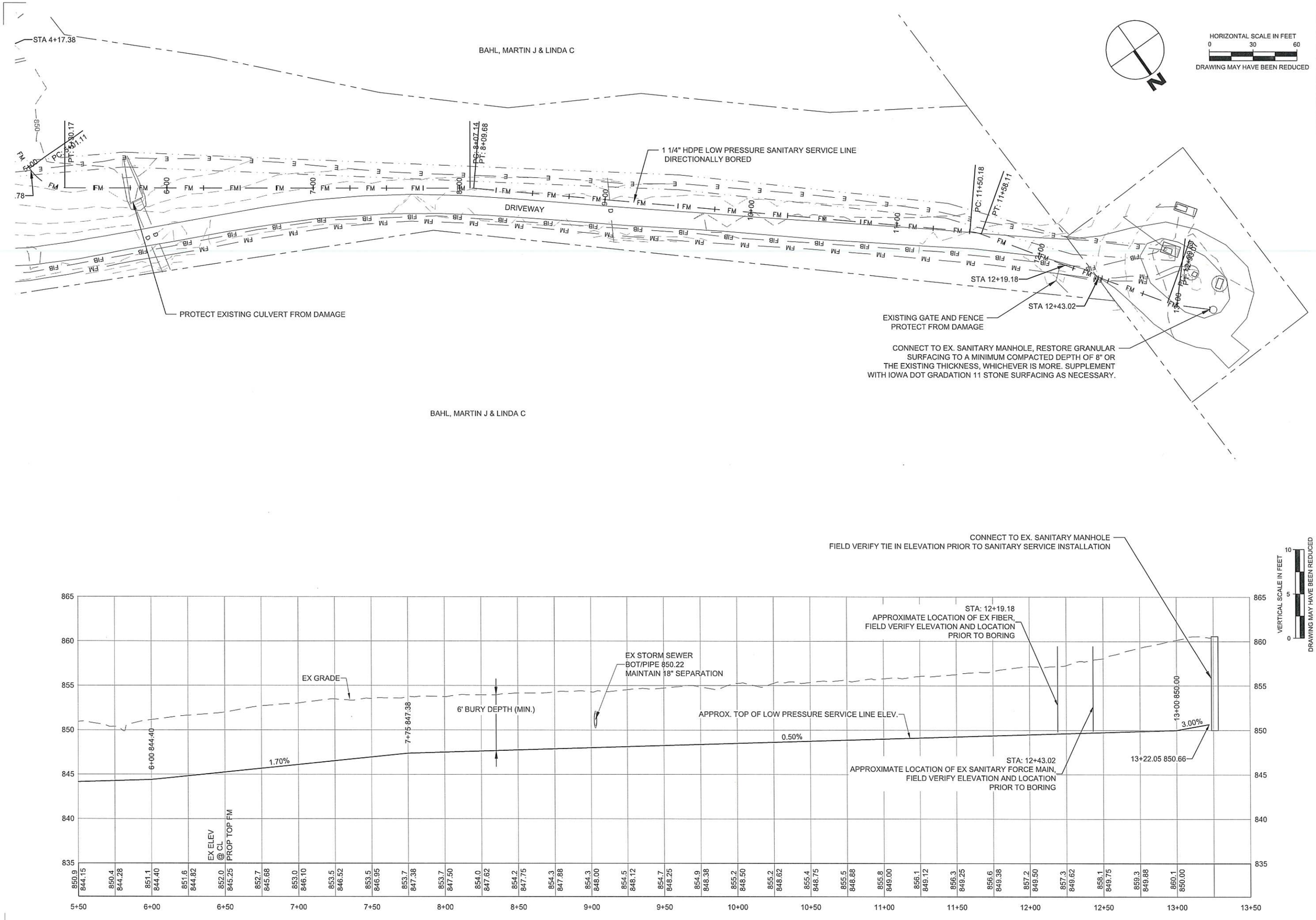
Sheet Title

SANITARY SERVICE PLAN AND PROFILE

C5.10



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Sheet Title

SANITARY SERVICE PLAN AND PROFILE

C5.11

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June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Terminal Street Pumping Station Rehabilitation Project Construction Contract Award
SUMMARY:	City Manager recommends awarding the construction conduct for the 2026 Terminal Street Pump Station Rehabilitation project to Tricon General Construction, Inc. in the amount of $552,000.00. which is 30.1% below the engineer's estimate. **RESOLUTION** Awarding Contract for the 2026 Terminal Street Pumping Station Rehabilitation Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Award contract for the 2026 Terminal St Pump Station Rehabilitation Project
2. Staff Memo, Award Contract, 2026 Terminal St Pump Sta Rehab, 5-26-26
3. Resolution, Award Contract, 2026 Terminal St PS Rehab (Dubuque #28 2026)-v1
4. Bid Tab, 2026 Terminal St LS Rehab, 5-21-26
5. Letter, Strand, Recommend Award, Terminal St PS Rehab, 5-26-26

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award contract for the 2026 Terminal St Pump Station Rehabilitation Project [Project No: 5581500023]

DATE: May 27, 2026

Water & Resource Recovery Center Director Deron Muehring is recommending City Council awarding the construction contract for the 2026 Terminal Street Pump Station Rehabilitation project to Tricon General Construction, Inc. in the amount of $552,000.00 which is 30.1% below the engineer's estimate.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Willie O'Brien, WRRC Plant Manager
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & resource Recovery Center Director

SUBJECT: Award contract for the 2026 Terminal St Pump Station Rehabilitation Project [Project No: 5581500023]

DATE: May 26, 2026

INTRODUCTION

The purpose of this memorandum is to request award of the construction contract for the 2026 Terminal Street Pump Station Rehabilitation project (Project) to Tricon General Construction, Inc. of Dubuque, Iowa in the amount of $552,000.00.

BACKGROUND

The Terminal Street Lift Station is a critical component of the City's wastewater collection system and is part of the infrastructure that conveys approximately 65% of the total wastewater flow to the Water & Resource Recovery Center (WRRC). Originally constructed in 1958, the facility continues to serve an essential role in the City's wastewater operations. As part of the City's ongoing efforts to maintain reliable, safe, and efficient wastewater infrastructure, improvements were evaluated to ensure long-term reliability, operational safety, and maintainability of the facility.

In March of 2016, the City Council authorized entering into a contract with Strand Associates to perform an analysis of the Terminal Street Lift Station.

As part of the analysis, the condition of the Terminal Street Lift Station was evaluated and design concepts for significant facility improvements were developed, including replacement pumps and upgrades within the wet well. The original improvement concepts represented a substantial long-term reinvestment in the facility. During this planning effort, the City learned of the Iowa Department of Transportation's (IDOT) plans to construct a new Mississippi River bridge in the vicinity of the lift station. Because the future bridge project could potentially affect the location or configuration of the facility, the City refined the scope of the current project to focus on targeted improvements that support continued safe, reliable, and effective operation of the lift station over the near to intermediate term, while maintaining flexibility for future regional infrastructure planning efforts.

In April 2026, the City Council adopted Resolution 132-26 authorizing the public bidding process and setting a public hearing on the plans, specifications, form of contract, and estimated cost for the 2026 Terminal Street Pumping Station Rehabilitation Project.

In May of 2026, the City Council adopted Resolution 177-26 approving the plans, specifications, and form of contract of the 2026 Terminal Street Pumping Station Rehabilitation Project.

DISCUSSION

Sealed bids for the 2026 Terminal Street Pump Station Rehabilitation project were received and publicly opened on May 21, 2026. Tricon General Construction of Dubuque, Iowa submitted the apparent low bid in the amount of $552,000.00. A summary of the bid proposals received is as follows:

Contractor Name	Lump Sum Bid
Tricon General Construction	$552,000.00
Portzen Construction, Inc.	$762,900.00
Tschiggfrie Excavating	$1,441,000.00

The lump sum bid of $552,000.00 is 30.1% below the engineer's estimate of $790,000.00. The engineer of record Strand Associates reviewed the bids and recommended award of the project to Tricon General Construction, Inc. as the apparent low responsive bidder.

The estimate of probable and awarded construction costs for the project is summarized as follows:

Description	Cost Estimate	Award
Engineering Design	$105,000	$105,000
Construction Contract	$790,000	$552,000
Contingency (10%)	$79,000	$79,000
Construction Engineering	$87,000	$87,000
Total Cost	**$1,061,000**	**$823,000**

The project completion date is April 30, 2027.

RECOMMENDATION

I recommend the City Council awarding the construction contract for the 2026 Terminal Street Pump Station Rehabilitation project to Tricon General Construction, Inc. in the amount of $552,000.00.

BUDGET IMPACT

The funding plan for the Project is as follows:

Project No.	Fiscal Year	Fund Description	Fund Amount
5581500023	2026	SRF Loan	$823,000
		Total Project Funding	**$823,000**

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution awarding the construction contract for the 2026 Terminal Street Pump Station Rehabilitation project to Tricon General Construction in the amount of $552,000.00.

Attach.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Willie O'Brien, WRRC Plant Manager

DORSEY

DORSEY + WHITNEY LLP

May 26, 2026

VIA EMAIL
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: 2026 Terminal Street Pumping Station Rehabilitation Project
Our File No. 430411-28

Dear Jenny:

We have prepared and attach proceedings related to the consideration of bids and award of a construction contract for the 2026 Terminal Street Pumping Station Rehabilitation Project.

The materials attached include the following items:

1. Minutes of the June 1, 2026, City Council meeting reflecting consideration of the construction bids received for the Project, followed by the resolution awarding the contract and fixing the amount of the performance and/or payment bonds. This resolution also authorizes the execution of the contract, subject to the receipt of the performance and payment bonds and a written determination by the Project Engineers that such bonds and other contract documents are satisfactory.

2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Deron Muehring
Crenna Brumwell
Adrienne Breitfelder
Trish Gleason
Strand Associates, Inc.

MINUTES OF MEETING TO CONSIDER BIDS AND AWARD CONTRACT

430411-28 (L)

Dubuque, Iowa

June 1, 2026

The City Council of the City of Dubuque, Iowa, met on June 1, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, pursuant to posted notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member _____.

The Mayor announced that bids for the construction of the 2026 Terminal Street Pumping Station Rehabilitation Project had been received before 2:00 p.m., on May 21, 2026, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa, and that on the same day, at the same time, in the City Hall-Conference Room A, 50 West 13th St, in the City, such bids had been opened and read, and this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Strand Associates, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the 2026 Terminal Street Pumping Station Rehabilitation Project are as follows:

Name and Address of Bidder	Amount of Bid

(List here or attach a sheet listing proposals received.)

After due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. ____

Resolution awarding contract for the 2026 Terminal Street Pumping Station Rehabilitation Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque, Iowa, and as required by law, bids and proposals were received by this Council for the 2026 Terminal Street Pumping Station Rehabilitation Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Name and Address of Contractor	Amount of Bid
Tricon General Construction, Inc.	$ 552,000.00

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 1, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the 2026 Terminal Street Pumping Station Rehabilitation Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

Bids Received: 2 P.M.
May 21, 2026

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

CITY OF DUBUQUE
DUBUQUE, IOWA
2026 TERMINAL STREET PUMPING STATION REHABILITATION
IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Bidder Status Form	Lump Sum Bid
Tricon General Construction, Inc. 1230 East 12th Street Dubuque, IA 52001	10%	Yes	Yes	$552,000.00
Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, IA 52003	10%	Yes	Yes	$762,900.00
Tschiggfrie Excavating Co. 425 Julien Dubuque Drive Dubuque, IA 52003	10%	Yes	Yes	$1,441,000.00

Reviewed by:

Bids Received: 2 P.M.
May 21, 2026

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

CITY OF DUBUQUE
DUBUQUE, IOWA
2026 TERMINAL STREET PUMPING STATION REHABILITATION
IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

EQUIPMENT ALTERNATIVES

Tricon General Construction, Inc.
1230 East 12th Street
Dubuque, IA 52001

	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	~~Fontaine-Aquanox~~ ~~OR~~ ~~Whipps, Inc.~~ ~~OR~~ **RW Gate**	$60,000.00	_____ _____ _____	(+)_____ (+)_____ (+)_____	(-)_____ (-)_____ (-)_____

Portzen Construction, Inc.
205 Stone Valley Drive
Dubuque, IA 52003

	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	~~Fontaine-Aquanox~~ ~~OR~~ ~~Whipps, Inc.~~ ~~OR~~ **RW Gate**	$58,827.00	_____ _____ _____	(+)_____ (+)_____ (+)_____	(-)_____ (-)_____ (-)_____

Tschiggfrie Excavating Co. 425 Julien Dubuque Drive Dubuque, IA 52003						
	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	Fontaine-Aquanox **OR** Whipps, Inc. **OR** RW Gate	$	No Bid $102,425.00 $67,651.00	(+) (+) (+)	(-) (-) (-)

Reviewed by: _____

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 26, 2026

Mr. Deron Muehring, Water and Resource Recovery Center Director
City of Dubuque
795 Julien Dubuque Drive
Dubuque, IA 52003

Re: 2026 Terminal Street Pumping Station Rehabilitation
IDNR SRF File: CS1921150 01
IDNR Project: W2024-0302A
City of Dubuque, Iowa

Dear Mr. Muehring:

Bids for the above-referenced Project were opened on May 21, 2026. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of $552,000 was less than ENGINEER's opinion of probable construction cost.

Tricon General Construction, Inc. (Tricon) of Dubuque, Iowa, was the apparent low Bidder at $552,000. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Tricon on projects for the Cities of Dubuque, Iowa City, and Cedar Rapids, Iowa.

If you determine that Tricon is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael A. Jansen, P.E.

Enclosure

Bids Received: 2 P.M.
May 21, 2026

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

CITY OF DUBUQUE
DUBUQUE, IOWA
2026 TERMINAL STREET PUMPING STATION REHABILITATION
IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

BID TABULATION SUMMARY

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Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, IA 52003	10%	Yes	Yes	$762,900.00
Tschiggfrie Excavating Co. 425 Julien Dubuque Drive Dubuque, IA 52003	10%	Yes	Yes	$1,441,000.00

Reviewed by: _____

Bids Received: 2 P.M.
May 21, 2026

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

CITY OF DUBUQUE
DUBUQUE, IOWA
2026 TERMINAL STREET PUMPING STATION REHABILITATION
IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

EQUIPMENT ALTERNATIVES

Tricon General Construction, Inc.
1230 East 12th Street
Dubuque, IA 52001

	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	~~Fontaine-Aquanox~~ ~~OR~~ ~~Whipps, Inc.~~ ~~OR~~ **RW Gate**	$60,000.00	_____ _____ _____	(+)_____ (+)_____ (+)_____	(-)_____ (-)_____ (-)_____

Portzen Construction, Inc.
205 Stone Valley Drive
Dubuque, IA 52003

	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	~~Fontaine-Aquanox~~ ~~OR~~ ~~Whipps, Inc.~~ ~~OR~~ **RW Gate**	$58,827.00	_____ _____ _____	(+)_____ (+)_____ (+)_____	(-)_____ (-)_____ (-)_____

Tschiggfrie Excavating Co. 425 Julien Dubuque Drive Dubuque, IA 52003						
	Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A.	Sluice Gates (Section 40 05 59.20)	Fontaine-Aquanox **OR** Whipps, Inc. **OR** RW Gate	$	No Bid $102,425.00 $67,651.00	(+) (+) (+)	(-) (-) (-)

Reviewed by: _____

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 16.

ITEM TITLE:	MacHom Windows, LLC Lease Agreement Second Amendment
SUMMARY:	City Manager recommending approval of the Second Amendment with MacHom Windows, LLC. **RESOLUTION** Approving the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and MacHom Windows, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo APPROVING THE SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MACHOM WINDOWS, LLC
2. Staff Memo_MacHom Public Notice_05-28-2026
3. Resolution_MacHom_Approving 2nd Amendment_05-28-2026
4. Second Amendment signewd by Mac - SIGNATURES required

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving the Second Amendment to Lease Agreement by and between the City of Dubuque, Iowa and Machom Windows, LLC

DATE: May 28, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt the resolution approving the Second Amendment with 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
Jim Bousley, Project Manager

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: Michael C. Van Milligen
City Manager

DATE: June 1, 2026

RE: **APPROVING THE SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MACHOM WINDOWS, LLC**

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 2022 Assignment and First Amendment incorrectly included Lot 1 of Lot 10 in the legal description. The attached Second Amendment clarifies the legal description of the Property and extends the Term to 2051 from the original 2043 Term.

The Second Amendment has also been revised from the draft that was set for the public hearing on May 18, 2026. MacHom has requested that the Second Amendment state that no rent is due for Lot 1 for the time it was incorrectly included in the legal description.

I recommend that the attached Resolution approving the Second Amendment be submitted to the City Council for consideration and adoption.

cc: Crenna Brumwell, City Attorney
Jim Bousley, Project Manager

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 583-4113 / FAX (563) 583-1040 / EMAIL balesq@cityofdubuque.org

Prepared by: Barry A. Lindahl, Senior Counsel, 300 Main Street, Suite 330, Dubuque IA 52001, 563 589-4113
Return to: Barry A. Lindahl, Senior Counsel, 300 Main Street, Suite 330, Dubuque IA 52001, 563 589-4113

RESOLUTION NO. ____-26

APPROVING THE SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MACHOM WINDOWS, LLC

WHEREAS, 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); and

WHEREAS, 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, which First Amendment to the Lease Agreement substituted MacHom as Lessee; and

WHEREAS, the Second Amendment clarifies the legal description of the Property in the 2022 Assignment and the First Amendment which incorrectly included Lot 1 of Lot 10 and also extends the Term to 2051 from the original 2043 Term; and

WHEREAS, the Second Amendment also states that no rent is due for Lot 1 for the time it was incorrectly included in the legal description.

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

1. The Second Amendment to Lease Agreement is hereby approved.

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant 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. There are no rents due for Lot 1 for the period of the incorrect legal description.

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

By: _____
Brad M. Cavanaugh, Mayor

MACHOM WINDOWS, LLC

By: _____
Michael McFarland, Manager

Attest:

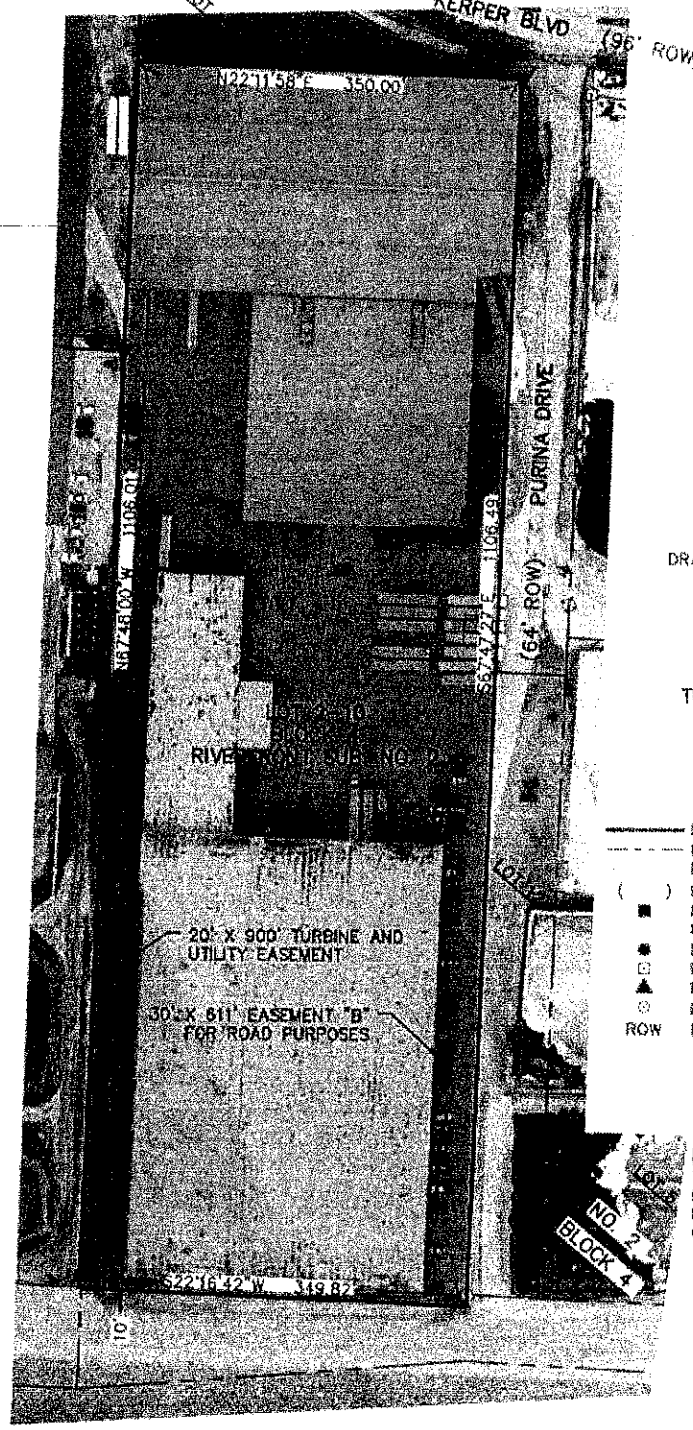
_____
Trish L. Gleason, Assistant City Clerk

05122026bal

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



NORTH

GRAPHIC SCALE

0 100 200

1" = 100'

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

05122026bal

Copyrighted
June 1, 2026

City of Dubuque
City Council

CONSENT ITEMS # 17.

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
SUGGUESTED 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

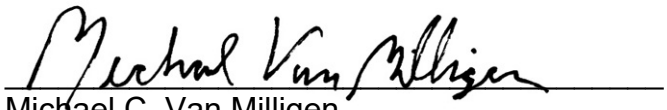
SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: May 26, 2026

City Clerk Adrienne Breitfeld 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
Retail	Vapor City Outlet	3330 Asbury Rd.
Retail	Eagle Country Market	1800 Elm St.
Retail	Big 10 Mart #12	405 Rhomberg Ave.
Retail	Big 10 Mart #10	1875 John F Kennedy Rd.
Retail	Big 10 Mart 11	3300 Asbury Rd.
Retail	Walgreens #11942	345 East 20th St.
Retail	Walgreens #6154	2260 John F Kennedy Rd.
Retail	Walgreens #9708	55 John F Kennedy Rd.
Retail	Paro Food Mart	3200 Central Ave.
Retail	Casey's #3473	1072 Cedar Cross Rd.
Retail	Casey's #5135	4900 Old Highway Rd.
Retail	Casey's #2421	4003 Peru Rd.
Retail	Casey's #2420	2699 Rockdale Rd.
Retail	Dr Bob's Cloud Lab	3350 Center Grove Dr. Ste 2
Retail	Midwest Vapors LLC	2600 Dodge St. Ste B4
Retail	Super Stop 3	2360 Central Ave.
Retail	Dubuque Smoke & Spirits	400 Gateway Dr.
Retail	Pink Asbury LLC	4835 Asbury Rd.
Device Retailer	Dubuque Wine & Spirits	3305 Asbury Rd.
Device Retailer	The Konnexion	1099 University Ave.
Device Retailer	Pink Asbury LLC	4835 Asbury Rd.

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



Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Trish Gleason, Assistant City Clerk

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

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco Permit and Device Retailer Permit Applications

DATE: May 26, 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.

License Type	D/B/A	Address
Retail	Vapor City Outlet	3330 Asbury Rd.
Retail	Eagle Country Market	1800 Elm St.
Retail	Big 10 Mart #12	405 Rhomberg Ave.
Retail	Big 10 Mart #10	1875 John F Kennedy Rd.
Retail	Big 10 Mart 11	3300 Asbury Rd.
Retail	Walgreens #11942	345 East 20th St.
Retail	Walgreens #6154	2260 John F Kennedy Rd.
Retail	Walgreens #9708	55 John F Kennedy Rd.
Retail	Paro Food Mart	3200 Central Ave.
Retail	Casey's #3473	1072 Cedar Cross Rd.
Retail	Casey's #5135	4900 Old Highway Rd.
Retail	Casey's #2421	4003 Peru Rd.
Retail	Casey's #2420	2699 Rockdale Rd.
Retail	Dr Bob's Cloud Lab	3350 Center Grove Dr. Ste 2
Retail	Midwest Vapors LLC	2600 Dodge St. Ste B4
Retail	Super Stop 3	2360 Central Ave.
Retail	Dubuque Smoke & Spirits	400 Gateway Dr.
Retail	Pink Asbury LLC	4835 Asbury Rd.
Device Retailer	Dubuque Wine & Spirits	3305 Asbury Rd.
Device Retailer	The Konnexion	1099 University Ave.
Device Retailer	Pink Asbury LLC	4835 Asbury Rd.

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.

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL TOBACCO PERMITS AND DEVICE RETAILER PERMITS, AS APPLICABLE AND AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

WHEREAS, pursuant to Iowa Code §453A.47A, a retail tobacco permit is required for the retail sale of cigarettes, tobacco, alternative nicotine, and vapor products in Iowa; and

WHEREAS, pursuant to Iowa Code §453E.3, a device retailer permit is required for the retail sale of glass and metal devices in Iowa; and

WHEREAS, applications for Retail Tobacco Permit and Device Retailer Permit, as applicable, have been submitted and filed with the City Clerk's Office; and

WHEREAS, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

WHEREAS, applications are presented to City Council for approval before they are forwarded to the Iowa Department of Revenue for final issuance.

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

Section 1. The City Clerk's Office is hereby authorized and directed to approve the following named applicants and locations for a Retail Tobacco Permit and Device Retailer Permit, as applicable, effective July 1, 2026, and expiring on June 30, 2027.

License Type	D/B/A	Address
Retail	Vapor City Outlet	3330 Asbury Rd.
Retail	Eagle Country Market	1800 Elm St.
Retail	Big 10 Mart #12	405 Rhomberg Ave.
Retail	Big 10 Mart #10	1875 John F Kennedy Rd.
Retail	Big 10 Mart 11	3300 Asbury Rd.
Retail	Walgreens #11942	345 East 20th St.
Retail	Walgreens #6154	2260 John F Kennedy Rd.
Retail	Walgreens #9708	55 John F Kennedy Rd.
Retail	Paro Food Mart	3200 Central Ave.
Retail	Casey's #3473	1072 Cedar Cross Rd.
Retail	Casey's #5135	4900 Old Highway Rd.
Retail	Casey's #2421	4003 Peru Rd.
Retail	Casey's #2420	2699 Rockdale Rd.
Retail	Dr Bob's Cloud Lab	3350 Center Grove Dr. Ste 2
Retail	Midwest Vapors LLC	2600 Dodge St. Ste B4
Retail	Super Stop 3	2360 Central Ave.
Retail	Dubuque Smoke & Spirits	400 Gateway Dr.

Retail	Pink Asbury LLC	4835 Asbury Rd.
Device Retailer	Dubuque Wine & Spirits	3305 Asbury Rd.
Device Retailer	The Konnexion	1099 University Ave.
Device Retailer	Pink Asbury LLC	4835 Asbury Rd.

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 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Municipal Services Center Roof and HVAC Replacement Project
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for June 15, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $3,600,300.00 for the Municipal Services Center Roof and HVAC Replacement Project. **RRSOLUTION** Municipal Services Center Roof and HVAC Replacement Project, Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 15, 2026

ATTACHMENTS:

1. MVM Memo Municipal Services Center Roof and HVAC Replacement Project Initiate Public Bidding Process Set PH Date
2. 2026-05-26_MSC-Roof-InitiateMemo
3. MSC-Roof - Council Initiate Set PH RESOLUTION
4. MSC-Roof - Notice of Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Municipal Services Center Roof and HVAC Replacement Project
Initiate Public Bidding Process and Setting Date for a Public Hearing

DATE: May 28, 2026

Assistant Public Works Director - Project Manager Max O'Brien is recommending City Council authorize the public bidding process and set a public hearing for June 15, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $3,600,300.00 for the Municipal Services Center Roof and HVAC Replacement Project through the adoption of the attached resolution.

The estimate of probable cost for the Municipal Services Center Roof and HVAC Replacement Project is summarized as follows:

Description	**Estimate**
Construction	$ 3,600,300.00
Engineering & Construction Administration	$ 91,820.00
Total Project Cost	**$ 3,692,120.00**

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
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Chris Lester, Water Department Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

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

DATE: May 26, 2026

SUBJECT: Municipal Services Center Roof and HVAC Replacement Project
Initiate Public Bidding Process and Setting Date for a Public Hearing

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on June 15, 2026, for the Municipal Services Center Roof and HVAC Replacement Project.

DISCUSSION

This project provides for replacement of the roof and two major HVAC units at the Municipal Services Center, which was constructed in 2005. The existing roof has reached the end of its expected 15–20 year service life and has experienced extensive leaking over the past five years, increasing maintenance costs and creating risk to the facility and the significant City-owned equipment and vehicles housed within. Roof replacement will restore the building envelope, allow the facility to function as designed, and reduce ongoing maintenance and repair needs.

The project also includes replacement of two HVAC units serving critical operational and administrative areas of the facility. One unit serves the sign and traffic signal shops, while the second provides air exchange for Public Works and Water Distribution administrative areas, garage support spaces, and employee support areas. Failure of the latter unit results in little to no air circulation, rendering workspaces nearly unusable during extreme heat conditions. Replacement of these units will restore proper ventilation and climate control, improve working conditions, and reduce operational and maintenance costs associated with aging equipment.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	June 1, 2026
Publish Notice to Bidders, Advertise for Bids	June 3, 2026
Public Hearing on Plans & Specifications	June 15, 2026
Receipt of Bid Proposals (Bid-Letting)	July 9, 2026
Award Construction Contract	July 20, 2026
Final Project Completion Date	January 29, 2027

BUDGET IMPACT

The estimate of probable cost for the Municipal Services Center Roof and HVAC Replacement Project is summarized as follows:

Description	Estimate
Construction	$ 3,600,300.00
Engineering & Construction Administration	$ 91,820.00
Total Project Cost	**$ 3,692,120.00**

The Municipal Services Center Roof and HVAC Replacement Project will be funded from the following funding sources from both the FY26 and FY27 budgets as described below:

FY26 Funding	Fund Description	Fund Amount
301	Street Construction (ST30)	$ 2,404,604.21
601	Water Construction	$ 443,988.61
	Total FY26 Funding:	$ 2,848,592.82

FY27 Funding	Fund Description	Fund Amount
301	Street Construction (ST30)	$ 825,326.18
601	Water Construction	$ 113,201.00
	Total FY27 Funding:	$ 938,527.18

The anticipated schedule of the project allows that the FY27 funds will not be spent until FY27 begins and those funds are available.

ACTION STEP

I respectfully request the City Council authorize the public bidding process and set a public hearing for June 15, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Municipal Services Center Roof and HVAC Replacement Project through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director
Chris Lester, Water Department Director

Prepared by Max O'Brien City of Dubuque Public Works, 925 Kerper Ct. Dubuque, IA 52001 (563)589-4250
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

MUNICIPAL SERVICES CENTER ROOF AND HVAC REPLACEMENT 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 Municipal Services Center Roof and HVAC Replacement Project will provide for replacement of the roof and two major HVAC units at the Municipal Services Center, which was constructed in 2005. The existing roof has reached the end of its expected 15–20 year service life and has experienced extensive leaking over the past five years, increasing maintenance costs and creating risk to the facility and the significant City-owned equipment and vehicles housed within. Roof replacement will restore the building envelope, allow the facility to function as designed, and reduce ongoing maintenance and repair needs. The project also includes replacement of two HVAC units serving critical operational and administrative areas of the facility. One unit serves the sign and traffic signal shops, while the second provides air exchange for Public Works and Water Distribution administrative areas, garage support spaces, and employee support areas. Failure of the latter unit results in little to no air circulation, rendering workspaces nearly unusable during extreme heat conditions. Replacement of these units will restore proper ventilation and climate control, improve working conditions, and reduce operational and maintenance costs associated with aging equipment.

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 Municipal Services Center Roof and HVAC Replacement Project in the estimated construction amount $ 3,600,300.00, 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 15th 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 Municipal Services Center Roof and HVAC Replacement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 3rd 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 20th day of July 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish 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 15th 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 Municipal Services Center Roof and HVAC Replacement Project.

The scope of the Project is as follows: This project will provide for replacement of the roof and two major HVAC units at the Municipal Services Center, which was constructed in 2005. The existing roof has reached the end of its expected 15–20 year service life and has experienced extensive leaking over the past five years, increasing maintenance costs and creating risk to the facility and the significant City-owned equipment and vehicles housed within. Roof replacement will restore the building envelope, allow the facility to function as designed, and reduce ongoing maintenance and repair needs. The project also includes replacement of two HVAC units serving critical operational and administrative areas of the facility. One unit serves the sign and traffic signal shops, while the second provides air exchange for Public Works and Water Distribution administrative areas, garage support spaces, and employee support areas. Failure of the latter unit results in little to no air circulation, rendering workspaces nearly unusable during extreme heat conditions. Replacement of these units will restore proper ventilation and climate control, improve working conditions, and reduce operational and maintenance costs associated with aging equipment.

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 1st day of June 2026.

Trish Gleason, City Clerk

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June 1, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	ITEM PULLED FROM AGENDA - Water Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program - Phase 2.
SUMMARY:	City Manager recommending a public hearing be set for June 15, 2026, for the Issuance of Not to Exceed $50,000 Water Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program - Phase 2. **RESOLUTION** to fix a date for a Public Hearing on Proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $50,000
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for June 15, 2026

ATTACHMENTS:
None

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June 1, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Application Review

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

Arts and Cultural Affairs Advisory Commission
Two, 3-Year terms through June 30, 2028 (Vacant Arts Representative term of Ochoa and Expiring Arts Representative term of Donald))
Applicants:
Douglas Donald, 2920 Arbor Oaks Crt. Qualifies for Arts Representative
Gail Chavenelle, 1155 Kelly Ln. Qualifies for Arts Representative

Board of Library Trustees
Two, 3-Year terms through July 1, 2029 (Expiring terms of Bland and Gregory)
Applicants:
Andrew Bland, 1227 Timber Hyrst Crt.
Tasha Rosenbaum, 1205 Adeline St.
Paul Uzel, 61 North Algona St.

Building Code Advisory and Appeals Board
One, 3-Year term through January 1, 2027 (Vacant Commercial Construction Professional term of Beard)
Applicant:
Rod Schumacher, 3552 Eclipse Cir. Qualifies for Commercial Construction Professional

Cable Television Commission
Two, 3-Year terms through July 1, 2029 (Expiring terms of Guerrero and Maloney)
Applicants:
Georgina Guerrero Galvan, 245 Princeton Pl.
Pauline Maloney, 506 Saint George St.

Historic Preservation Commission
One, 3-Year term through July 1, 2029 (Expiring Architect At-Large term of Monk)
One, 3-Year term through July 1, 2029 (Expiring Living within the Langworthy District term of Witthoeft)
One, 3-Year term through July 1, 2027 (Vacant Living within the Old Main District term of Gustafson)
Applicants:
Matthew Kline, 220 West 2nd St. Qualifies for Living within the Old Main District
Christina Monk, 2770 Van Buren Ave. Qualifies for Architect At-Large
Chad Witthoeft, 430 Alpine St. Qualifies for Living within the Langworthy District

Long Range Planning Advisory Commission
One, 3-Year term through July 1, 2029 (Expiring term of Ward)
Applicant:
Mark Ward, 2758 Tiffany Crt.

Park and Recreation Advisory Commission
Two, 3-Year terms through June 30, 2029 (Expiring terms of Axtell and Kennicker)
Applicants:
Ron Axtell, 1895 Norland Dr.
Robin Kennicker, 2929 Elm St.

Zoning Advisory Commission
One, 3-Year term through July 1, 2029 (Expiring term of Christ)
Applicant:
Jake Koch, 1537 Irving St.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview Sheet
2. Arts and Cultural Affairs Advisory Commission Applicants
3. Board of Library Trustees Applicants
4. Building Code Advisory and Appeal Board Applicant
5. Cable Television Commission Appliants
6. Historic Preservation Commission Applicants
7. Long Range Planning Advisory Commission Applicant

8. Park and Recreation Advisory Commission Applicants
9. Zoning Advisory Commission Applicant
10. Details and Openings
11. Public Input - Arts and Culural Affairs Advisory Commission - Douglas
12. Public Input - Board of Library Trustees - Bland
13. Public Input - Board of Library Trustees - Rosenbaum
14. Public Input - Cable Commission - Guerrero -Galvan
15. Public Input - Long Range Planning Advisory Commission - Ward
16. Public Input - Historic Preservation Commission - Kline

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, June 1, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Arts and Cultural Affairs Advisory Commission
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Applicants:
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Zoning Advisory Commission
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Applicant:
Jake Koch, 1537 Irving St.

CHAPTER 8

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

SECTION:

2-8-1: Commission Created

2-8-2: Purpose

2-8-3: Internal Organization And Rules

2-8-4: Procedures For Operation

2-8-5: Membership

2-8-6: Oath

2-8-7: Terms

2-8-8: Vacancies

2-8-9: Officers/Organization

2-8-10: Meetings

2-8-11: Compensation

2-8-12: Removal

2-8-13: Powers

2-8-14: Cooperation With Other Agencies

2-8-15: Solicitation And Acceptance Of Donations

2-8-1: COMMISSION CREATED:

There is hereby created the arts and cultural affairs advisory commission. (Ord. 59-14, 10-6-2014)

2-8-2: PURPOSE:

The purpose of the commission is to build the community through arts and cultural programs by developing visibility, funding, audiences, information, and partnerships. The commission plans, promotes, and encourages programs to further public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the city and makes recommendations to the city council regarding the establishment of arts and cultural policies and programs, the expenditure of budgeted funds on arts and cultural activities, and the implementation of programs. (Ord. 59-14, 10-6-2014)

2-8-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 59-14, 10-6-2014)

2-8-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 59-14, 10-6-2014)

2-8-5: MEMBERSHIP:

A. The commission comprises seven (7) residents of the city, appointed by the city council.

B. Special qualifications:

1. Four (4) members must have significant knowledge and/or experience and demonstrate interest in one or more areas of the arts and cultural affairs, including but not limited to: music, dance, literature, visual arts, theater, folk arts, media arts, design or arts education.

2. Three (3) members must be at large.

(Ord. 59-14, 10-6-2014; amd. Ord. 45-25, 12-1-2025)

2-8-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 59-14, 10-6-2014; amd. Ord. 23-24, 6-17-2024)

2-8-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 59-14, 10-6-2014; amd. Ord. 5-23, 2-10-2023; Ord. 23-24, 6-17-2024)

2-8-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 59-14, 10-6-2014)

2-8-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 59-14, 10-6-2014)

2-8-10: MEETINGS:

A. Regular Meetings: The commission must meet monthly.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 59-14, 10-6-2014; amd. Ord. 55-19, 12-16-2019; Ord. 23-24, 6-17-2024)

2-8-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 59-14, 10-6-2014)

2-8-12: REMOVAL:

Except as provided in subsection2-8-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 31-15, 5-18-2015)

2-8-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To promote, educate, and create awareness for arts and cultural activities;

B. To develop and increase the market for arts and cultural activities;

C. To facilitate and convene partnerships for arts and cultural activities;

D. To develop funding options and allocate budgeted funding for arts and cultural activities;

E. To act in an advisory capacity to the city council in all matters pertaining to the arts and cultural environment;

F. To make recommendations to the city council on the allocation of budgeted city funding for arts programs and services;

G. To recommend applications and solicitations for grants, gifts, and donations from individuals, groups, organizations, and agencies, both private and public, for any purpose consistent with the purposes of the commission;

H. To make recommendations regarding city sponsorship of public programs to further the development of public awareness of and accessibility to arts and culture programs and activities;

I. To work with area organizations on broad community issues in which a cultural perspective is relevant and desirable; and

J. To engage in comprehensive planning for the cultural development of the city. (Ord. 59-14, 10-6-2014)

2-8-14: COOPERATION WITH OTHER AGENCIES:

The commission cooperates with other arts and culture groups interested in the promotion and implementation of arts and cultural activities which are in the best interest of the city. (Ord. 59-14, 10-6-2014)

2-8-15: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit and otherwise accept donations and gifts of money, personal and real property, and personal services on behalf of the city. All such donations and gifts received become the property of the city for the general use or support of arts and cultural programs as determined by the city council unless such items have been designated by the donor for specific purposes. (Ord. 59-14, 10-6-2014)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/27/2026 10:58:42 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	Arts Representative
Name:	Douglas Donald
Pronunciation:	Dug Don-ald
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2920 Arbor Oaks CT.; Dubuque, Iowa
Zip Code:	52001
Preferred Phone Number:	563-580-6444
Email Address(es):	dsdplay69@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Am currently a member of the commission.

Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Am currently a member of the Arts and Cultural Affairs Commission.
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	Arts and Cultural Affairs Commission.
Why are you interested in applying for this Board or Commission?	I feel I have been effective in helping the commission achieve various goals; such as requirements for commission membership (I was chair of the subcommittee that addressed this matter.) and am.currently working to adapt the Creative Cafes to more effectively address the needs of the arts community. I am interested in continuing to work on the Creative Cafes and also looking at ways to make the commission a more effective resource within the community of Dubuque.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have had the privilege of working with the vast majority of the arts organizations in Dubuque and with a large number of the individual artists in town. In addition I have taught theatre at high school and college levels for over fifty years. I am also the co-founder of Fly-By-Night Productions, a theatre now in its 43 season.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Sunil Malapati - 231.580.9480 - friend and fellow artist. Art Roche 563.581.6521 - friend and fellow artist.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Douglas Donald
Date:	May 27, 2026

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/2/2026 10:42:23 AM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large, Arts Representative
Name:	Gail Chavenelle
Pronunciation:	Gail shav en el
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1155 Kelly Lane, Dubuque, IA , 52003
Zip Code:	52003
Preferred Phone Number:	5635996372
Email Address(es):	gail@chavenellestudio.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Current member

Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Long Range Planning Commission Current Arts and Cultural Affairs Advisory Commission
Why are you interested in applying for this Board or Commission?	I am a working artist living in Dubuque. My family has been/is multigenerational residents of Dubuque. I am currently finishing out another's term on the Arts and Cultural Affairs Advisory commission and would like to continue my service. I feel the arts are an important draw to new residents. Simply, I care about Dubuque and our future.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am a working artist creating sheet metal sculpture. I am an acknowledged artist within our Dubuque community and throughout Iowa and the surrounding area. I also bring an educational background with secondary teaching experience. I can continue to represent the arts community within the Arts and Cultural Affairs Advisory Commission well.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Carly Watson, Deputy City Clerk, Ames Iowa 515.239.5103 Yearly displays and purchased Art for Ames. Contact for the Ames Commission Ben Eagle, Carnegie Stout Public Library, Dubuque- in charge of Art@Your Library 563.589.4225 Working with Ben as a member/chair of Arts subcommittee at the library

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Gail Chavenelle
Date:	5/2/2026

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CHAPTER 7

BOARD OF LIBRARY TRUSTEES

SECTION:

2-7-1: Board Created

2-7-2: Purpose

2-7-3: Internal Organization And Rules

2-7-4: Procedures For Operation

2-7-5: Membership

2-7-6: Oath

2-7-7: Terms

2-7-8: Vacancies

2-7-9: Officers/Organization

2-7-10: Meetings

2-7-11: Compensation

2-7-12: Removal

2-7-13: Powers

2-7-14: Charge Of Building, Donations

2-7-15: Annual Reports

2-7-1: BOARD CREATED:

There is hereby created the board of library trustees. (Ord. 37-16, 8-1-2016)

2-7-2: PURPOSE:

The purpose of the board is to control and direct the Carnegie- Stout Public Library. (Ord. 37-16, 8-1-2016)

2-7-3: INTERNAL ORGANIZATION AND RULES:

The board may adopt rules and regulations to govern its organizational procedures as outlined in the board of trustees bylaws, which are not in conflict with this code of ordinances or the Iowa Code. (Ord. 37-16, 8-1-2016)

2-7-4: PROCEDURES FOR OPERATION:

Except where the board's operations are governed by the Iowa Code, the board may adopt policies to govern its operation. (Ord. 37-16, 8-1-2016)

2-7-5: MEMBERSHIP:

The board comprises seven (7) residents of the city, appointed by city council. (Ord. 37-16, 8-1-2016; amd. Ord. 46-22, 12-19-2022; Ord. 24-24, 6-17-2024)

2-7-6: OATH:

Each person, upon selection to the board, must execute an oath of office at the first meeting of the board following the selection or at the city clerk's office any time prior to the first meeting of the board. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-7: TERMS:

The term of office for members of the board is four (4) years or until such member's successor is appointed and qualified.

(Ord. 37-16, 8-1-2016)

2-7-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 37-16, 8-1-2016)

2-7-9: OFFICERS/ORGANIZATION:

The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-10: MEETINGS:

A. Regular Meetings: The board must meet not less than what is required by the State Library Of Iowa standards for accreditation.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the members.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. The board must declare the office of a trustee vacant when the trustee is removed from the library board or the unexcused absence from six (6) consecutive regular meetings.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (10) working days after approval by the board.

F. Quorum: Four (4) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget. (Ord. 37-16, 8-1-2016)

2-7-12: REMOVAL:

The mayor may remove any member for cause upon written charges and after a public hearing. (Ord. 37-16, 8-1-2016)

2-7-13: POWERS:

The board has the following powers, duties, and responsibilities:

A. To have charge, control, and supervision of the public library, its appurtenances and fixtures, and rooms containing the same, directing and controlling all the affairs of such library;

B. To employ a librarian, such assistants, and employees as may be necessary for the proper management of said library, and fix their compensation; but, prior to such employment, the compensation of such librarian, assistants, and employees shall be fixed for the term of employment by a majority of the members of said board voting in favor thereof;

C. To remove such librarian, assistants, or employees by a vote of two-thirds ($^2/_3$) of such board for good cause;

D. To select and make purchases of print and nonprint materials for the collection, furniture, fixtures, stationery, and supplies for such library;

E. To authorize the use of such library by nonresidents of the city and to fix charges therefor;

F. To make, adopt, amend, modify, or repeal bylaws, rules, and regulations not inconsistent with law, for the care, use, government, and management of such library and the business of said board, fixing and enforcing penalties for the violation thereof;

G. To have exclusive control of the expenditures of all taxes levied for library purposes as provided by law, and of the expenditure of all monies available by gift or otherwise, for the erection of library buildings and of all other monies belonging to the library fund; and

H. To contract with the trustees of the township or the Dubuque County board of supervisors or of adjacent townships or

counties, or with the trustees or governing bodies of neighboring towns or cities not having library facilities for the public, to loan the books of said library, either singly or in groups, upon such terms as may be agreed upon in such contract. (Ord. 37-16, 8-1-2016)

2-7-14: CHARGE OF BUILDING, DONATIONS:

The board has charge and control of the Carnegie-Stout Public Library building and all gifts and donations to the city for library purposes, and sees that the same are properly preserved for public use. (Ord. 37-16, 8-1-2016)

2-7-15: ANNUAL REPORTS:

The board must each year make a report to the city council for the year ending December 31, giving a statement of the condition of the library, the number of books added thereto, the number circulated, the number not returned or lost, the amount of fines collected, and the amount of money expended in the maintenance thereof during such year, together with such other information as may be deemed important. (Ord. 37-16, 8-1-2016)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/12/2026 12:10:16 PM

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General Eligibility Requirements for All Boards and Commissions

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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Board of Library Trustees
Name:	Andrew Bland
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1227 Timber Hyrst Court
Zip Code:	52003
Preferred Phone Number:	309-550-4711
Email Address(es):	acbland@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently serving in my first term and VP of the Board
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Library
Why are you interested in applying for this Board or Commission?	Want to finish the work we have started with the remodel project and continuing to help guide the library's mission to ensure access to high quality learning materials for all
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Been on a Fire Department board and served on this one
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Tiffany Schmitt. 563-543-1228- clinic manager Zach Keeling CEO MA 563-584-4102. CEO Medical Associates

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Andrew Bland
Date:	05/12/2026

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 4/1/2026 10:22:44 PM

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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Board of Library Trustees
Name:	Tasha Rosenbaum
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1205 Adeline Street
Zip Code:	52003-8726
Preferred Phone Number:	7124900329
Email Address(es):	tasharosenbaum@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	*Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I am interested in serving on this Board because I believe public libraries play a vital role in strengthening communities, providing access to information, supporting lifelong learning, and creating inclusive spaces for connection. After reviewing recent Board priorities, I'm especially drawn to the library's focus on community partnerships, evolving programming, and long-term planning to meet changing community needs. Professionally, I am motivated by opportunities to contribute to organizations that create meaningful, lasting impact. Serving on this Board would allow me to apply my experience in strategy, governance, and stakeholder collaboration while giving back to a community resource that supports education, accessibility, and quality of life.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I bring over a decade of experience in learning strategy, program development, and organizational leadership across enterprise and regulated environments. In my current role as a Learning Solutions Manager, I lead cross-functional initiatives, define strategic roadmaps, manage resources, and partner with senior stakeholders to align priorities and deliver measurable outcomes. Throughout my career, I have built and scaled programs, established governance processes, and worked closely with diverse stakeholder groups to translate complex needs into practical, sustainable solutions. I also have experience managing budgets, evaluating performance data, and driving continuous improvement, skills that are directly applicable to board-level oversight and decision-making. In addition to my corporate experience, I provide consulting support through bylittle, where I advise organizations on learning, enablement, and operational strategy. This work has strengthened my ability to quickly assess needs, think systemically, and support organizations in building scalable, community-focused solutions. My educational background in computer animation, combined with my career in learning design and development, has given me a strong foundation in communication, user-centered thinking, and program design. Overall, I bring a balance of strategic thinking and hands-on execution, along with a collaborative, thoughtful approach to leadership.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Kirk Fleming Relationship: Manager / Mentor Phone: 310-429-5022 Erin Mienecke Relationship: Colleague Phone: 712 266 5073
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	

Signature (type your name here as electronic verification):	Tasha Rosenbaum
Date:	04/01/2026

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/21/2026 3:54:36 PM

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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Board of Library Trustees
Name:	Paul Uzel
Pronunciation:	you-ZEL
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	61 North Algona Street
Zip Code:	52001
Preferred Phone Number:	3192968747
Email Address(es):	uzeldansen@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program, Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	*Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I already make considerable use of the CSPL collection and enjoy both the staff, facility and collection. "Turnabout" is only fair and I want to make a contribution. I already have enjoyed even the ability to recommend and have successfully received suggestions I've made to the collection. Perhaps most important, I want to advance, promote and facilitate the work of CSPL to bring knowledge and available material to the Dubuque Community.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	BA general from two years at the University of Florida (67-69) and Calvin College (now Calvin University, Grand Rapids MI; 69-71 (minors in language [Greek] and history} MDiv from two plus years at Calvin Theological Seminary (71-75) and two more at the University of Dubuque Theo. Seminary (88-92) (including Hebrew language) I am relatively fluent in Spanish and can read German and some Dutch, after Latin in Hi School (3 years) and have worked on two or three more languages. 30 plus years as an ordained minister in the Presbyterian Church (USA) probation officer and child social worker for the State of Iowa (a number of years) former US Immigration Inspector (Miami, FL, during the Haitian boatlift period) currently serving pulpit supply at Immanuel UCC Dubuque very active in Take Off Pounds Sensibly weight loss program (TOPS) Dubuque Interfaith Green Coalition other volunteer and job activities over the years
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Elaine Boettner (member at TOPS) 563-495-5507 Stephanie Els, pastor at Bread Of Life Presbyterian Church (colleague in ministry) 563-583-1729

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Paul Uzel
Date:	May 21, 2026

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14-1A-6: BUILDING CODE ADVISORY AND APPEAL BOARD:

A. Board Created: There is hereby created the building code advisory and appeal board.

B. Purpose: The purpose of the board is to review proposed code adoptions and amendments for recommendation to the city council and to serve as an appeal body for the decisions of the code official.

C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.

E. Membership:

1. The board comprises seven (7) residents of the city, appointed by the city council.

2. Special experience and training qualifications:

a. One member must be a residential construction professional.

b. One member must be a commercial construction professional.

c. One member must be an electrical construction professional.

d. One member must be a plumbing construction professional.

e. One member must be a heating, ventilation, and air conditioning (HVAC) construction professional.

f. Two (2) multi-disciplinary representatives, which could be an architect, engineer, building designer, or general construction professional.

3. Alternates: Alternate representatives shall be appointed for the residential construction professional, commercial construction professional, electrical construction professional, plumbing construction professional, and HVAC construction professional positions and shall be called upon to participate in the event of a conflict of interest or unavailability of the primary appointee.

F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk’s Office any time prior to the first meeting of the board.

G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one (1) year. The code official or the code official's designee shall serve as secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

J. Meetings:

1. Regular Meetings: The board must meet upon call of the Chairperson, the City Manager, or the City Manager's designee.

2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.

3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

4. Appeals: The board shall meet upon notice from the Chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal, at stated periodic meetings, or at the written request of a majority of the members.

5. Attendance:

a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

6. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.

7. Quorum: Four (4) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget.

L. Removal: The City Council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To review proposed code adoptions and amendments for recommendation to the City Council.

2. To serve as an appeal body for the decisions of the Code official based upon the codes adopted by the City under Title 14 of this code.

3. When hearing an appeal:

a. The board may reverse or modify a decision of the code official only upon finding that:

(1) The true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted by the Code official; or

(2) The provisions of the applicable code do not fully apply; or

(3) An equal or better form of construction has been proposed and is appropriate.

b. The board shall require sufficient evidence or proof be submitted to substantiate any claims that an equal or better form of construction is appropriate.

c. In order to make a finding that an equal or better form of construction is appropriate the board must find the proposed material or method of construction is satisfactory for the use intented and complies with the provisions of this Code, and that the material, method, or work offered is, for the purpose intended, at least equivalent to that prescribed by this Code in suitability, strength, effectiveness, durability, fire resistance, and safety.

d. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

e. The board shall have no authority relative to interpretation of the administrative provisions of this Code nor shall the board be empowered to waive requirements of this Code.

N. Application For Appeal:

1. Any person affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal, provided a written application for appeal is filed within twenty (20) days after the decision, notice, or order was served.

2. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equal or better form of construction is proposed. The board may find a proposed form of construction to be equal or better.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City or the appellant may request a postponement of a hearing subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 21-16, 6-6-2016, eff. 7-1-2016; amd. Ord. 44-20, 12-7-2020; Ord. 25-24, 6-17-2024)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Michael Belmont; Jeff Zasada; Jean Noel;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 4/28/2026 5:10:17 PM

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Board/Commission Application Form

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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Building Code Advisory and Appeals Board
Please identify which opening on the Building Code Advisory and Appeals Board your qualifications represent:	Commercial Construction Professional
Name:	Rod Schumacher
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	3552 Eclipse Circle
Zip Code:	52003
Preferred Phone Number:	563-543-8563
Email Address(es):	rschumacher@conlonco.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Nathan Wardle - FEH Design

Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	President of the Board - Dubuque Independent League Baseball Greater Dubuque Development Corp. - Future Leadership Team Master Builders of Iowa - Scholarship Committee
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	President of the Board - Dubuque Independent League Baseball Master Builders of Iowa - Scholarship Committee VP of Dubuque - Golf Outing Committee
Why are you interested in applying for this Board or Commission?	As a general contractor, I work with building codes daily and understand both their intent and the real-world challenges of applying them. I'd like to serve on the board to help ensure decisions are safe, fair, and grounded in practical construction experience while giving back to the community.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have over 20 years of experience in the commercial construction industry. I am a Certified Professional Constructor through the American Institute of Constructors and hold a Bachelor of Science in Construction Management from the University of Northern Iowa.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Ben Roush - 563-583-1724 - CEO of Conlon Construction Co. Marty Johnson - 563-556-8877 - Owner of Straka Johnson Architects

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Rod Schumacher
Date:	4.28.26

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CHAPTER 11

CABLE TELEVISION COMMISSION

SECTION:

2-11-1: Commission Created

2-11-2: Purpose

2-11-3: Internal Organization And Rules

2-11-4: Procedures For Operation

2-11-5: Membership

2-11-6: Oath

2-11-7: Terms

2-11-8: Vacancies

2-11-9: Officers/Organization

2-11-10: Meetings

2-11-11: Compensation

2-11-12: Removal

2-11-13: Powers

2-11-1: COMMISSION CREATED:

There is hereby created the cable television commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-2: PURPOSE:

The purpose of the commission is:

A. To develop, in respect to community programming, policies that will govern:

1. The use and protection of equipment and facilities;

2. The priorities and scheduling for use of channel time; and

3. Other matters pertaining to community programming or cable services in Dubuque which may arise.

B. To develop policies and procedures regarding the public community programming channels that will promote its nondiscriminatory, first come, first served and equitable use in conformity with all applicable regulations and requirements and limit such use to residents of Dubuque and their own productions.

C. To encourage interest in and development of decidedly local community programming.

D. To encourage cooperation and cordial relations between community programmers, cable subscribers, and the local cable manager and the local cable manager's staff.

E. To identify and support organizations interested in the channels reserved for public, education, and government programming.

F. To advise the following:

1. The city manager or the city manager's designee (collectively "the city manager") on matters relating to community programming; and

2. The city council on expenditure of any funds designated by a franchise for PEG equipment and facilities.

G. To promulgate and administer through the city manager all policies, rules, and procedures relating to community programming.

H. To keep abreast of developments in cable technologies, services, and programming.

I. To evaluate its own proceedings and actions and all community programming and cable related activities. (Ord. 50-15,

8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-5: MEMBERSHIP:

A. The commission comprises five (5) residents of the city, appointed by the city council.

B. Special Qualifications: In its appointments, the city council will endeavor to achieve a broad representation of the community and public interests which can take advantage of dedicated channels to benefit the residents of the city of Dubuque and to develop a commission versed and competent in telecommunication administration, finances, and regulation. The city council will attempt to give preference to applicants who are actively interested in promoting community cable programming who possess, or are willing to acquire, video production background, and who will relate to the spectrum of informational and cultural needs of cable viewers of the city of Dubuque and applicants who possess professional or experiential backgrounds in law, finances, administration, public relations, or telecommunication technologies. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-10: MEETINGS:

A. Meetings: The commission shall meet as needed. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

C. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

E. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-11: COMPENSATION:

2-11-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-12: REMOVAL:

Except as provided in subsection2-11-10C1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-13: POWERS:

The commission shall have the power, duty, and responsibility to assure that cable channels, equipment, and resources dedicated and reserved for community programming are used effectively, efficiently, and economically to afford the community and individuals of the city of Dubuque the opportunity to express opinions and provide information to cable users, and that such programming is characterized by appropriateness, quality, and continuity. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Randy Gehl;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/13/2026 7:09:07 AM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Cable Television Commission
Name:	Georgina Guerrero Galvan
Pronunciation:	Georgina
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	245 Princeton Place, Dubuque , Iowa
Zip Code:	52001
Preferred Phone Number:	563-220-2392
Email Address(es):	gguerrerogalvan@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	October 2023

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Cable & TV Commision
Why are you interested in applying for this Board or Commission?	I want to continue to participate in this commission. It has been very interesting and informative how this commission works and help the community to inform, educate and support knowledge, the way of life and society especially here in Dubuque end the Midwest.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I worked several years in a computer business, my skills are in management and having been part of this commission for some years now I have learned the process and the skills to be productive member.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Sue Ellis. Education Director Presentation Lantern Center Dubuque , 563-557-7134. Coworker Megan Ruiz Executive Director Presentation Lantern Center Dubuque, 563-557-7134. Employer
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	Georgina Guerrero Galvan
Date:	May 13th. 2026

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Randy Gehl;
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Cable Television Commission
Name:	Pauline Maloney
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	506 St. George Street
Zip Code:	52003
Preferred Phone Number:	2025184216
Email Address(es):	p.maloney@hotmail.com
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	several years ago

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Cable TV Commission
Why are you interested in applying for this Board or Commission?	I've been a member since 2014 and want to continue the work we do.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I've written, hosted, directed and produced over 70 TV programs that have aired on our Local Access Program and know the medium well. Am currently the Chair and would like to continue the work we've been doing and plan on continuing. I'm a Registered Nurse and have a degree in History.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Jim Rolling - 563-583-6185 - one of my camera men who helped with my productions. Tom Weidemann - 563-588-4471 - one of my WWII guests on my program.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Pauline Maloney
Date:	May 13, 1926

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16-10-1: HISTORIC PRESERVATION COMMISSION:

A. Commission Created: There is hereby created the historic preservation commission.

B. Purpose: The purpose of the commission is to:

1. Promote the educational, cultural, economic, and general welfare of the public through the protection, enhancement, and perpetuation of districts, individually designated historic properties, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance;

2. Safeguard the city's prehistoric, historic, aesthetic, architectural, archaeological and cultural heritage by preserving historic properties, districts, landmarks, and landmark sites of historical, architectural, and cultural significance;

3. Stabilize and improve property values;

4. Foster civil pride in the legacy of beauty and achievements of the past;

5. Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business thereby provided;

6. Strengthen the economy of the city; and

7. Promote the use of properties, districts, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance as sites for the education, pleasure, and welfare of the people of the city.

C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

E. Membership:

1. Number: The commission comprises nine (9) residents of the city, appointed by the city council.

2. Special Qualifications:

a. One resident from each designated historic preservation district, including historic districts hereinafter established.

b. Four (4) at large members.

c. Each member must possess qualifications evidencing expertise or interest in architecture, history, archaeology, law, construction, building rehabilitation, city planning, or conservation in general.

d. One member must be a licensed architect.

3. Compliance With Iowa Code: Membership on the commission must comply with the provisions of Iowa Code section 303.34, subsection 3, relating to establishment of a commission to deal with matters involving areas of historical significance.

F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission.

G. Terms: The term of office for a commissioner is three (3) years or until such commissioner's successor is appointed and qualified.

H. Vacancies: Vacancies must be filled in the same manner as original appointments. In the event that a vacancy occurs in a seat which requires that the appointee be a resident of a historic preservation district and for which there is no application from a qualified resident, the city council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

I. Officers/Organization: The commissioners must elect from its membership a chairperson and vice chairperson, whose terms of office are fixed by bylaws adopted by the commission. The chairperson presides over the meetings of the commission and has the right to vote. The vice chairperson, in cases of absence or disability of the chairperson, may perform the duties of the chairperson. The city manager must designate a city employee to serve as secretary to the commission. The secretary must keep a record of all resolutions, proceedings, and actions of the commission.

J. Meetings:

1. Regular Meetings: The commission must meet at least three (3) times in a calendar year to maintain certified local government status.

2. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

3. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

4. Attendance:

CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

15-2-1: Commission Created

15-2-2: Purpose

15-2-3: Internal Organization And Rules

15-2-4: Procedures For Operation

15-2-5: Membership

15-2-6: Oath

15-2-7: Terms

15-2-8: Vacancies

15-2-9: Officers/Organization

15-2-10: Meetings

15-2-11: Compensation

15-2-12: Removal

15-2-13: Powers

15-2-1: COMMISSION CREATED:

There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:

The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 62-15, 9-21-2015)

15-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:

A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 62-15, 9-21-

2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross- representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

15-2-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 62-15, 9-21-2015)

15-2-10: MEETINGS:

A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. Attendance:

1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

E. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget. (Ord. 62-15, 9-21-2015)

15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;

B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;

C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;

D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;

E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;

F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a

public hearing;

G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;

H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and

I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jason Duba; Wally Wernimont; Christine Happ Olson; Matt O'Brien; rblosch@cityofdubque.org;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 5/21/2026 9:07:53 AM

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Long Range Planning Advisory Commission
Name:	Mark Ward
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2758 Tiffany Court
Zip Code:	52001
Preferred Phone Number:	5635809625
Email Address(es):	mward@dbq.edu
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	No

If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Long Range Planning Advisory Commission
Why are you interested in applying for this Board or Commission?	When I arrived in Dubuque in 2021, I witnessed a city that works and a community that cares. I want to be part of helping this community continue to grow. Having served on this commission for several years, I've enjoyed the opportunity to give input and help move projects forward.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Before moving to Dubuque in 2010, I served on a similar commission for a Chicago suburb. Before retiring as Vice President for Academic Affairs at the University of Dubuque, I was involved in long range planning. One of my final responsibilities was shepherding the development of the medical school. My doctoral work in business involved an emphasis on strategic planning.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Dr. Travis Frampton, President, University of Dubuque - former professional colleague 563-589-3000 Kim David, Owner of Volv - friend and coworker on a volunteer development committee 563-556-6496
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	Mark Ward
Date:	May 21, 2026

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10-5A-2: PARK AND RECREATION ADVISORY COMMISSION:

A. Commission Created: There is hereby created the Park and Recreation Advisory Commission.

B. Purpose: The purpose of the commission is to advise on the general beautification and maintenance of the City, parks, trails and open spaces and facilities, advise and recommend the provision of facilities for active and passive parks and recreation and advise and recommend year-round opportunities for organized, inclusive recreation activities for all residents.

C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations.

E. Membership: The commission comprises seven (7) residents of the City, appointed by the City Council.

F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the City Clerk's Office any time prior to the first meeting of the commission.

G. Terms: The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice-Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

J. Meetings:

1. Regular Meetings: The commission must meet not less than bi-monthly.

2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

4. Attendance:

a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

5. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

6. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies and budget.

L. Removal: Except as provided in subsection J4a of this section, the City Council may remove any Commissioner for good cause.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. Provide the City Council with recommendations that further the general and specific purposes of the commission.

2. Recommend the annual operating budgets and ongoing capital improvements budgets.

3. Recommend establishment of or changes to fees, user fees, or rental fees.

4. Recommend issuance of permits, rental or special use agreements for public use of all park and recreation facilities for activities outside of the special events permit process.

5. Recommend development of community partnerships, agreements, leases and/or plans specific to the department.

6. Recommend the establishment of policies, rules and regulations or ordinance changes governing the use of all grounds and facilities that have been or may be set aside as public parks, trails, open spaces, playgrounds, and other such park and recreation facilities. Such recommendations include but are not limited to opening and closing hours for the use of all park and recreation facilities by the general public.

7. Recommend the establishment of general rules and regulations for all park and recreational programs provided by the City, including fees for league participation, facility usage and rentals by the public.

8. Recommend agreements, leases and other methods to cooperate with the Dubuque Community School District, Holy Family school system, non-profits and other groups interested in the promotion and implementation of recreational activities which are in the best interest of the City.

9. Recommend conceptual and/or final park and recreational area related development plans.

N. Solicitation And Acceptance Of Donations: The commission may solicit donations and gifts of money, personal and real property, and personal services. All such donations and gifts will become the property of the City for the general support of park and recreation programs unless such items have been designated by the donors for specific purposes. (Ord. 22-18, 7-2-2018; amd. Ord. 37-24, 6-17-2024)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/26/2026 9:53:58 AM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Park and Recreation Advisory Commission
Name:	Ron Axtell
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1895 Norland Drive
Zip Code:	52002-3760
Preferred Phone Number:	(563) 564-7328
Email Address(es):	ornax62@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently serving on this commission and was notified that I needed to reapply
Have you participated in the City of Dubuque City Life Program Life program?	No

If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Parks & Recreation Advisory Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Parks & Recreation Advisory Commission
Why are you interested in applying for this Board or Commission?	I have enjoyed serving for the past 3.5 years on the Dubuque Parks and Recreation Advisory Commission and would be honored to continue that service for another three year term.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	In addition to the Parks and Recreation Advisory Commission, I currently serve on the Dubuque County Early Childhood Board and help out with Boy Scout Troop 91 in Dubuque where I have been a volunteer for about 30 years. In addition, I previously served on the Iowa Region 1 Workforce Development Board, Region 1 Youth Advisory Council, Region 1 Youth Standing Committee, Dubuque Transit Action Group, Iowa Character Counts Awards Selection Committee, and Iowa WIOA Title I Directors Association where I served 2 terms as Chairperson and 2 terms as Vice-Chairperson. I also volunteered with Dubuque Independent League Baseball as an umpire and assistant coach, as well as, American Youth Soccer Organization as a linesperson and assistant coach.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Dan LoBianco (563) 582-2336 Friend Terry Breitbach (563) 543-2269 Friend

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Ronald L. Axtell
Date:	May 26, 2026

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/14/2026 4:49:40 PM

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Board/Commission Application Form

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- Can not be employed by the City of Dubuque
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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Park and Recreation Advisory Commission
Name:	Robin Kennicker
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2929 Elm
Zip Code:	52001
Preferred Phone Number:	563-581-3500
Email Address(es):	rkennicker@mchsi.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Reapplying for Parks and Recreation commission
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	Long time ago. I was in one of the first groups

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Resiliency commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Park and Rec and Resiliency commission
Why are you interested in applying for this Board or Commission?	I wish to reapply for the Park and Recreation Commission as a commissioner. I have been on the Park and Recreation commission for some time and very proud of all of our accomplishments and to look to future to create more goals and listen to our citizen with their ideas and how we can achieve their goals.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	My contributions have been many with a background in education, community service, communication. I believe in team work, dedication to citizens in Dubuque and their needs. We are always a team that delves into each issue and comes to a decision for each problem that arises. I also belong to Point Neighborhood association. I am the current secretary for the group. I have asked many people to be our guest speakers over the years to have everyone learn valuable information on what is happening in the Dubuque and our community. I am also a commissioner for the Resilient Commission.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Gina Bell City of Dubuque Sustainable Director phone 563-690-6038 Group director for Resiliency commission Sandy Plumley Point Neighborhood Assn. President Phone 563-582-0028 President of my Point Neighborhood Assn.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Robin M. Kennicker
Date:	5/14/2026

Email not displaying correctly? View it in your browser.

16-9-1: ZONING ADVISORY COMMISSION:

A. Commission Created: There is hereby created the zoning advisory commission.

B. Purpose: The purpose of the commission is to make recommendations to the city council on applications for rezoning, subdivision plat approval, and text amendments to the zoning ordinance; to receive input from applicants, neighboring property owners, citizens, and city staff; to review applications in terms of their impact on the neighborhood, community, environment, and the city's utilities and transportation systems; and to forward to the city council the commission's recommendations with the assistance of planning services staff.

C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

E. Membership:

1. Number Of Commissioners: The commission comprises seven (7) residents of the city, appointed by the city council.

2. Qualifications:

a. Members must be qualified by knowledge, experience, and ability to act in matters pertaining to short range planning and zoning, none of whom hold an elective position in the city.

b. Two (2) members of the zoning advisory commission must be selected by the city council to serve on the airport zoning advisory commission.

F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission or at the city clerk's office any time prior to the first meeting of the commission.

G. Terms: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning advisory commission must coincide with their terms on the Airport Zoning Advisory Commission.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 43-15, 7-6-2015)

J. Meetings:

1. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

3. Attendance:

a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

5. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget.

L. Removal: The City Council may remove any Commissioner for cause upon written charges and after a public hearing.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. To prepare and recommend a zoning ordinance to exercise the powers conferred by State law. Such zoning ordinance must include the boundaries of the various zoning districts; the height, number of stories, and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts, and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential, or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the commission must prepare a preliminary zoning ordinance and hold public hearings

thereon and after such hearings have been held, and submit a final zoning ordinance and its recommendations to the City Council;

2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes, or modifications to the zoning ordinance but only after a public hearing;

3. To make such surveys, studies, maps, plans, or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission;

4. To make recommendations to the City Council upon plans, plats, or replats of subdivisions or resubdivisions within the City which show streets, alleys, or other portions of the same intended to be dedicated for public use;

5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan;

6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law; and

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

N. Waiver From Site Design Standards: The commission has the power to grant such waivers from the site design standards of this Code, as may be reasonable and within the general purpose and intent of the site plan review and approval provisions of this Code if the literal enforcement of one or more provisions of this Code is impracticable or will exact an undue hardship because of peculiar conditions pertaining to the land in question. The affirmative vote of at least four (4) Commissioners shall be necessary to grant a waiver. The waiver may be granted subject to such conditions as the commission may establish to ensure the general purpose and intent of the provisions of this Code are followed. At the commission meeting, the applicant and all other interested parties must be presented a reasonable opportunity to present their views. Decisions of the commission may be appealed to the Zoning Board of Adjustment in the same manner as appeals from a decision of an Administrative Officer. (Ord. 43-15, 7-6-2015; amd. Ord. 48-16, 9-19-2016; Ord. 2-19, 1-22-2019; Ord. 40-24, 6-17-2024)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shena Moon; Jason Duba; Wally Wernimont; Matt O'Brien; rblosch@cityofdubque.org;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 4/10/2026 11:12:31 AM

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Board/Commission Application Form

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NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Zoning Advisory Commission
Name:	Jake Koch
Pronunciation:	Jayke Kah-ch
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1537 Irving St.
Zip Code:	52001
Preferred Phone Number:	5632691492
Email Address(es):	Jakekoch21@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes

If so, when?	Just now (Spring 2026)
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I've been fascinated by history, architecture & city planning since I moved to Poland in 2014 and traveled in Europe. I loved visiting/living in historic cities and new cities developed from scratch during that time. After moving back to Dubuque in late 2024 I have felt called to get more involved in our community and use my skills and unique experience to contribute. I feel serving on 1 of the planning commissions would be a mutually great fit!
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am a PMP and CSM certified Senior IT Project Manager for a manufacture company out of Memphis, TN (working remotely in my hometown of Dubuque.) I have 10+ years of professional experience managing large projects/programs with cross functional business and IT stakeholder. I have traveled to many places in the US, Europe and South America and have a love of music, architecture, history and connecting with people.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Lisa Garcia- 9014191552- Coworker Phil Goetz- 9016529144- Previous Boss

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Jacob Koch
Date:	4/10/2026

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CITY OF DUBUQUE
BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 26	Indicates openings within 2026

Open	Indicates Current Opening

AIRPORT COMMISSION
4 Yr. Term - Meets 4th Tue., 4 p.m., Airport Conf. Room

Public Member 1	Ron	Vaughn	9/14/29
Public Member 2	Mariann	Kurtz Weber	9/14/29
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

AIRPORT ZONING BOARD OF ADJUSTMENTS
5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

AIRPORT ZONING COMMISSION
6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION
3 Yr. Term - Meets 4th Tue., 3:30 p.m., MFC or Varied locations

Public Member 1	Addison	Aronson	6/30/27
Public Member 2	Nick	Halder	6/30/28
Public Member 3	Gail	Chavenelle	6/30/27
Arts Rep. 1	Shirley	Davis-Orwoll	6/30/28
Arts Rep. 2	Doug	Donald	6/30/26
Arts Rep. 3	David	Barba	6/30/26
Arts Rep. 4	Open	Open	6/30/28

BUILDING CODE ADVISORY AND APPEALS BOARD
3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Nathan	Wardle	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES
4 Yr. Term - Meets 4th Thur., 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

CIVIL SERVICE COMMISSION
4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Randall	Ludowitz	4/6/30
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Miquel	Jackson	4/6/29
Public Member 4	Julie	Bockenstedt	4/6/27
Public Member 5	Otto	Krueger	4/6/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION
3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/29
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Open	Open	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Open	Open	2/15/29

HISTORIC PRESERVATION COMMISSION
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	NA	NA	NA

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/28
Public Member 4	Open	Open	8/17/27
Public Member 5	Cathy	Dickens	8/17/27
Public Member 6	Wyatt	Pierce	8/17/28
Public Member 7	Open	Open	8/17/26
Public Member 8	Rick	Baumhover	8/17/28
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Mon.. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
Public Member 2	Erin	Beatty	1/1/29
Public Member 3	Courtney	Engevold	1/1/29
Public Member 4	Juan	Montgomery	1/1/29
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

3 Yr. Term - Meets 4th Thur.(Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Lucian	Paucean	7/1/27
Public Member 4	Daniel	Scott	7/1/28
Public Member 5	Gary	Ruden	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Open	Open	8/17/26
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Rebecca	Bruce	7/1/28
Public Member 6	Parker	Scott	7/1/28

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m., Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Open	Open	2/15/25
Public Member 1	Lucas	Delaney	7/1/28
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt Boeke	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.
Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg.

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg.

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Ben	Loeffelholz	3/25/31
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, May 31, 2026 10:17 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #231770] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	231770
Date/Time	5/31/2026 10:17 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	I am making application for reappointment to the Arts and Cultural Affairs Advisory Commission. At this time, I am requesting a second term on the commission. I am sorry I can't be there in person to introduce myself, but I am involved in a production for Fly-By-Night Productions that opens this week and it is necessary that I attend rehearsals. As a co-founder of the company, I am proud to say this is the final production of our 23rd season. During my first term the commission addressed many issues. We tailored the forms and requirements for the grants the commission awards in order to clarify and simply the process. We requested and received approval for changing membership requirements for the commission. We modified the timeline for Art on the River so that me are more successful in securing the desired sculptures. In addition to other work.

During a second term I hope to aid the commission in adapting a new model for the Creative Cafes, to continue exploring ways to make the grants we award more affective and easy to access, to continue to examine the makeup of the commission, and to keep finding ways to make the commission an effective resource in the Dubuque community.

As an individual who has had the privilege of collaborating with the vast number of art organizations in the city I also feel that my membership on this commission allows me to continue to be an affective voice in the arts community.

I thank you for your time and consideration.

Submitter Donald, Douglas S
2920 Arbor Oaks CT.
Dubuque, IA 52001
563-580-6444
dsdplay69@gmail.com

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Dubuque, IA

Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, May 28, 2026 2:46 PM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #231723] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	231723
Date/Time	5/28/2026 2:46 PM
Type	Contact City Council
Address	360 W 11TH ST, Dubuque
Origin	Website
Comments	Mayor Cavanagh, Councilmembers Resnick, Staver, Leyendecker, Roussell, Sprank, and Wethal, I'm writing to respectfully request reappointment to the Carnegie-Stout Public Library Board of Trustees for a second term. Having completed my first four-year term — and the past year as Vice President — I'm eager to continue. It's been a productive four years including the $958,000 grant funded renovation project which recently advanced to the bid phase after months of careful planning. That project is a direct investment in the arts, culture, and livable neighborhood goals the city has committed to through 2030, and I'd like to see it through to completion. The skills I bring have turned out to be directly applicable. My work as a partner at Medical Associates — combined with an MBA and

experience on institutional boards — makes the budget reviews, capital planning, and governance work feel familiar. I also teach at the University of Dubuque PA program, which keeps me connected to workforce and community education priorities that the library shares.

More broadly, the library is one of the most concrete expressions of Dubuque's 2040 vision in action — a space that is genuinely inclusive, where all are welcome, and where that is true by design rather than aspiration. I don't take that lightly. I'd be honored to keep contributing to it.

Thank you for your consideration.

Best,
Andy

Andrew Bland, MD, MBA, FACP, FAAP

Submitter Bland, Andrew
1227 Timber Hyrst Court
Dubuque, IA 52003
309-550-4711
acbland@gmail.com

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Dubuque, IA

Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, June 1, 2026 8:29 AM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #231775] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	231775
Date/Time	6/1/2026 8:29 AM
Type	Contact City Council
Address	1205 ADELINE ST, Dubuque
Origin	Website
Comments	Dear Mayor and Members of the City Council, My name is Tasha Rosenbaum, and I am writing to introduce myself as an applicant for the Dubuque Library Board. I am an Instructional Designer who works primarily with adult learners, creating educational programs and learning experiences that help people develop new skills and achieve their goals. My professional work has given me a deep appreciation for lifelong learning, access to information, and educational opportunities that help individuals and communities thrive. In addition to my professional background, I am both a library user and a parent. As a library patron, I have seen firsthand the value that the Dubuque Public Library provides through its collections, programs, technology resources, and welcoming spaces. As a parent, I appreciate the important role libraries play in fostering literacy,

curiosity, and a love of learning in children and families.

I am interested in serving on the Library Board because I believe libraries are essential community institutions that support people at every stage of life. I would welcome the opportunity to contribute my experience in education, program development, and collaboration to help ensure the library continues to meet the evolving needs of our community.

Thank you for considering my application and for your service to the residents of Dubuque. I appreciate the opportunity to introduce myself and would be honored to serve on the Library Board.

Sincerely,

Tasha

Submitter

Rosenbaum, Tasha
1205 Adeline Street
Dubuque, IA 52003-8726
712-490-0329
tasharosenbaum@yahoo.com

View in QAlert

Dubuque, IA

245 Princeton Place
Dubuque , Iowa 52001
May 27th, 2026

Dear Council Members:

I hope this letter finds you well.
My name is Georgina Guerrero Galvan I am a resident of Dubuque since August of 2021. My husband and I moved from Mexico to Dubuque due to a job offer he received from McCoy Group, specifically Foodliner , in which he is currently working on International Sales.
We were invited to participate in the City Life program and from them I got the idea to be a member of the Cable and Television Commission, in which I have been a member since 2023 and I would like to continue to have the opportunity to participate, provide and share my thoughts and experience.

When living in Mexico I worked as manager in a Computer Distribution Company and later as a Management Consultant in an International Trucking Company. I have experience in management, marketing and public relations.
Currently living here in Dubuque I am a member of the Board at Presentation Lantern Center and also I volunteer as an English tutor to adults immigrants, especially this work has helped me to understand how important is to have channels of information that are relevant, accurate and accessible to the community in general.

I would appreciate the opportunity that you give me to continue to serve in the Cable and television Commission and to our community.
Thank you for your time and your public service and I look forward to hearing from you.

Sincerely,
Georgina Guerrero G

Scanned with CamScanner

Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Friday, May 29, 2026 6:55 AM
To: Trish Gleason
Subject: A new Service Request has been created [Request ID #231735] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	231735
Date/Time	5/29/2026 6:55 AM
Type	Contact City Council
Address	2758 TIFFANY CT, Dubuque
Origin	Website
Comments	I am writing to introduce myself as I seek reappointment to the Long-Range Planning Commission. I have been a resident of Dubuque since 2010 and recently retired from the University of Dubuque, where I served as Vice President for Academic Affairs. Throughout my career, my work has centered on strategy, planning, and long-term institutional development. These experiences have shaped my commitment to thoughtful, forward-looking community planning. Serving on the Long-Range Planning Commission has been a meaningful opportunity to contribute to the continued growth and vitality of Dubuque. I value the collaborative work of the commission and appreciate the chance to support the city's long-term vision. Thank you for your consideration. I would be honored to continue serving. Mark Ward

Submitter Ward, Mark D
2758 Tiffany Court
Dubuque, IA 52001
563-580-9625
mark.ward.o@gmail.com

View in QAlert

Dubuque, IA

Trish Gleason

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Friday, May 29, 2026 9:34 AM
To: Trish Gleason
Subject: Activity has been posted on Service Request #231739 (Contact City Council) - Dubuque, IA

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Dubuque, IA

Activity was posted on service request ID 231739.

Activity Details	
Date/Time	5/29/2026 9:34 AM
User	Matthew Kline
Comments	My name is Matthew Kline, and I appreciate the opportunity to be considered for the Historic Preservation Commission. I am a resident and property owner in Dubuque's historic district, and the Old Main Street area has been my home for the past 16 years since moving to Dubuque. Living there has given me a deep, personal appreciation for the character, history, and everyday value of these spaces. Not just as buildings, but as part of a living community. Over that time, I've also seen periods where growth and activity on Old Main Street have slowed. That's something that matters to me personally, and it's a big part of why I'm interested in serving. I would like to help support thoughtful efforts that encourage renewed energy and sustainable growth in the district, while still preserving the historic character that makes it unique. My goal in serving on the Commission is to support balanced preservation efforts that allow Dubuque to grow without losing its identity. I'm particularly interested in:

• Encouraging adaptive reuse so historic buildings remain active, functional, and economically viable
• Supporting decisions that are both practical and respectful of historic character
• Helping guide preservation in a way that keeps areas like Old Main Street vibrant and relevant for the long term

I see this role as an opportunity to contribute in a meaningful and lasting way to help preserve what makes Dubuque special while also supporting its continued evolution.

Thank you for your time and consideration.

Service Request Details	
ID	231739
Date/Time	5/29/2026 9:28 AM
Type	Contact City Council
Address	220 W 2ND ST, Dubuque
Comments	Introducing myself. I am an applicant to be on the Historic Preservation Committee.

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Dubuque, IA

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June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Voluntary Annexation Request – Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner)
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of a Voluntary Annexation Request from the Dubuque Metropolitan Area Solid Waste Agency and City Manager recommending approval. **RESOLUTION** Approving an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo - Voluntary Annexation Request – Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner)
2. Staff Memo
3. Resolution City Annexation 2026 - DMASWA
4. Annexation Staff Report - DMASWA
5. Annexation Application
6. Exhibit A - DMASWA 2026
7. Exhibit B - DMASWA 2026
8. Exhibit C - Annexation Legal - DMASWA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Voluntary Annexation Request – Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner)

DATE: May 26, 2026

Planning Services Director Wally Wernimont is recommending City Council approval of a Voluntary Annexation Request from the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner).

It is recommended that the City Council approve the annexation request for the reasons described in the enclosed staff report, and summarized below:

- It is 100% voluntary and in compliance with Iowa Code,
- It is consistent with the Imagine Dubuque Comprehensive Plan,
- It is consistent with Iowa Smart Planning Principles,
- the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory,
- the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and
- the annexation is in the public interest.

The City received a written application from the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner) for voluntary annexation of approximately 126.69 acres. The annexation territory is comprised of agricultural and open land just south of the landfill in Dubuque County.

The submitted annexation request is to allow the development of the land for use as part of the sanitary landfill. DMASWA's strategic plan estimates that with this added area, the landfill will have capacity for 190+ years. DMASWA will go through the process of obtaining permits for future landfill cell expansion that would use this land.

By Iowa Code, the annexation will be subject to final approval of the State of Iowa's City Development Board because the property is considered to be in an urbanized area since it is within two miles of the City of Peosta.

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

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: **Voluntary Annexation Request – Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner)**

DATE: May 21, 2026

INTRODUCTION

This memorandum transmits a 100% voluntary annexation request for City Council approval after a public hearing. The request is filed by the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner) for approximately 126.69 acres of property. The resolution, maps, and other supporting documentation are enclosed.

DISCUSSION

The City received a written application from the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner) for voluntary annexation of approximately 126.69 acres. The annexation territory is comprised of agricultural and open land just south of the landfill in Dubuque County.

The submitted annexation request is to allow the development of the land for use as part of the sanitary landfill. DMASWA's strategic plan estimates that with this added area, the landfill will have capacity for 190+ years. DMASWA will go through the process of obtaining permits for future landfill cell expansion that would use this land.

By Iowa Code, the annexation will be subject to final approval of the State of Iowa's City Development Board because the property is considered to be in an urbanized area since it is within two miles of the City of Peosta.

RECOMMENDATION

I recommend that the City Council approve the annexation request for the reasons described in the enclosed staff report, and summarized below:

- It is 100% voluntary and in compliance with Iowa Code,
- It is consistent with the Imagine Dubuque Comprehensive Plan,
- It is consistent with Iowa Smart Planning Principles,
- the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory,

- the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and
- the annexation is in the public interest.

Enclosures

F:\Users\Planning Sec\Annexation\DMASWA 2026\Public Hearing Documents\01 Staff memo to MVM - DMASWA - Request Annex Approval.docx

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St, Telephone: 589-4210
Return to: Trish Gleason, Assistant City Clerk Address: City Hall, 50 W. 13th St. Telephone: 589-4120

RESOLUTION NO. _____-26

RESOLUTION APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA

Whereas, the City Council of Dubuque has received a written application from the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner) for the voluntary annexation of 126.69 acres of property. The property is comprised of agricultural and open land to the south of the DMASWA landfill as shown on Exhibit A and legally described as:

1. LOT 1 OF THE SE ¼ OF THE SE ¼ OF SECTION 1, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

2. THE N ½ OF THE NE ¼ OF THE NE ¼ OF SECTION 12, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

3. LOT TWO (2) LANDFILL SOUTH SUBDIVISION IN SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, SUBJECT TO HIGHWAY AND EASEMENTS OF RECORD.

4. LOT 1 AND LOT 2 OF THE SW ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M.,

ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

5. LOT TWO (2) OF THE SE ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

6. LOT 2 OF THE SUBDIVISION OF THE E ½ OF THE NW ¼ AND THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, *Chapter 368* of the *Code of Iowa* authorizes this annexation by adoption of a resolution and required notification; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

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

Section 1. That the application for the voluntary annexation of property by the Dubuque Metropolitan Area Solid Waste Agency (applicant and property owner) consisting of 126.69 acres as shown on Exhibit A is hereby approved for annexation to the City of Dubuque.

Section 2. That, subject to the approval of the City Development Board, the corporate limits of the City of Dubuque be and they hereby are extended to include the approximately 126.69 acres of annexation territory as shown on Exhibit A Annexation Map and Exhibit C Annexation Legal Description.

Section 3. That the City Council does hereby certify that the City of Dubuque has complied with the notice and hearing requirements of the Iowa Code pertaining to 100% voluntary annexation of territory within the urbanized area of another city.

Section 4. That if the City Development Board approves this annexation, the territory hereby annexed shall become a part of Ward One of the City of Dubuque.

Section 5. That the City Clerk shall file this resolution, all exhibits and the applications for voluntary annexation with the City Development Board of the State of Iowa in accordance with the provisions of Chapter 368 of the Iowa Code.

Passed, approved, and adopted this day of 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish Gleason, Assistant City Clerk

F:\Users\Planning Sec\City Council\00 Annexation\Voluntary Annexation - DMASWA\07 Resolution City Annexation 2026 - DMASWA.docx

Property Location: 101 Airborne Road, PINs 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 and 1507101002

Property Owner: Dubuque Metropolitan Solid Waste Agency

Applicant: Kenneth Miller, Solid Waste Agency Administrator

Proposed Land Use: Landfill

Proposed Zoning: HIc Heavy Industrial with conditions

Existing Land Use: Agricultural, Open Space

Existing Zoning: County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy

Adjacent Land Use:	**Adjacent Zoning:**
North – Landfill	North – HIc
East – Highway	East – None
South – Agriculture, Open space	South – County A-1, R-1, R-2, C-1
West – Agriculture, Open space	West – AG

Flood Plain: Yes, on/along the creek running through portions of the subject area. The area is undeveloped.

Total Area: 126.69 acres

City Services Provided:

Water: An existing water main extends to the north side of the DMASWA property.

Sanitary Sewer: Sanitary sewer lines are extended to several parts of the property.

Storm Sewer: Several storm sewer drains and outlets are located along Airborne Road.

Existing Street Access: Airborne Road is accessed from Seippel Road to the north. Lost Canyon Road accesses the property from the south.

Future Street Access: The property may be accessed from an extension of the road within the landfill.

Other Services: Police, Fire, and Emergency Response is available.

Purpose: The submitted rezoning request is to allow the Dubuque Metropolitan Area Solid Waste Agency to facilitate the Sanitary Disposal Permit process with the Iowa

Department of Natural Resources in order to permit the remaining developable space at the existing site.

Property History: The property has always been located in the county. It is zoned County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy districts. The property has historically had agricultural use with associate residence. Much of the area is undeveloped.

Physical Characteristics: The subject property is in Dubuque County just outside the city of Dubuque limits and is in the process of being annexed into the city of Dubuque. It is six parcels totaling 126.69 acres and is owned by the Dubuque Metropolitan Solid Waste Agency. The property is currently a mix of agriculture and open space land uses.

Subject parcels shown in blue with surrounding City zoning

Imagine Dubuque Comprehensive Plan:
The Imagine Dubuque Comprehensive Plan goals promote solid waste reduction and pollution mitigation, in part to extend the capacity life of the landfill. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill. The proposed project would relate to the following recommendations of the Comprehensive Plan:

- Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production.
- Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food.
- Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products.

Future Land Use Map – The property is identified primarily as Industrial on the Future Land Use Map. Portions of it are identified as Single-Family Residential and Public Open Space along the creek.

Impact of Request on:

Utilities:

- City water is available on the north side of the DMASWA property.
- City sanitary sewer is present on several parts of the DMASWA property.
- Storm water along Airborne Road is managed by several storm sewer drains.
- Natural gas would be provided by a private utility.

Traffic Patterns/Counts: Airborne Road had a daily traffic count of 101 vehicles in 2020. Seippel Road had a daily traffic count of 4,590 vehicles in 2021.

Public Services: City of Dubuque Fire and Police Departments will serve the subject site.

Environment: DMASWA manages solid waste in an environmentally friendly manner, with an engineered base which will be combined with a collection system for the leachate (the liquid generated as waste breaks down) to protect and prevent the contamination of the soil and groundwater. To improve air quality, the DMASWA landfill also has a gas collection system to capture methane (a highly potent greenhouse gas) produced as the waste in the landfill breaks down which is converted to Renewable Natural Gas. There are about 13 years' capacity left within the current boundaries of the landfill. Without access to a local solid waste disposal facility, all waste generated in the area would have to be hauled by truck to another location, increasing the waste's greenhouse gas impact.

Adjacent Properties: The subject property is on the edge of the Dubuque city limits, so the properties to the east and south are in unincorporated Dubuque County. Those properties are a mix of forest land, farmland, single-family residences, and highway. The property to the west is zoned AG. The property to the north is part of the DMASWA landfill and is also zoned HIc.

CIP Investments: None.

Staff Analysis: The Dubuque Metropolitan Area Solid Waste Agency (property owner and applicant) is requesting annexation of the subject property. Once the property is annexed and rezoned, the property owner intends to develop land to be used as part of the sanitary landfill. To facilitate that development and to ensure the Dubuque area continues to have landfill capacity, the applicant is seeking annexation. DMASWA's strategic plan estimates that with this added area, the landfill will have capacity for 190+ years. DMASWA will go through the process of obtaining permits for future landfill cell expansion that would use this land.

The subject property is currently in unincorporated Dubuque County with a mix of agricultural, conservancy, and residential zoning. The City of Dubuque is working to annex the property concurrent with this rezoning.

The Comprehensive Plan goals promote solid waste reduction, composting, and pollution mitigation. With this land incorporated as part of the landfill, DMASWA estimates there would be capacity for 193 years of continued use here, and without it, there is capacity for 13 years of use. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill.

Adequate city utilities are available nearby and could be extended to the subject property.

The City's Development Review Team would review changes to the site. Prior to any development taking place on the property, DMASWA would need to obtain permits from the Iowa Department of Natural Resources, Army Corps of Engineers, and Federal Emergency Management Agency.

Planning staff recommends City Council approval of the voluntary annexation request.

Prepared by: Jason Dula Reviewed: _____ Date: 5/21/26

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

APPLICATION FORM

Zoning Advisory Commission
- ☐ Amended PUD
- ☐ Rezoning/PUD/ID
- ☐ Text Amendment
- ☐ Simple Subdivision
- ☐ Preliminary Plat
- ☐ Major Final Plat
- ☐ Minor Final Plat
- ☐ Waiver from Site Design Standards

Zoning Board of Adjustment
- ☐ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

Development Services
- ☒ Annexation
- ☐ Limited Setback Waiver
- ☐ Site Plan Simple
- ☐ Site Plan Minor
- ☐ Site Plan Major
- ☐ Simple Subdivision
- ☐ Temporary Use Permit
- ☐ Port of Dubuque/ Chaplain Schmitt Island Design Review

Historic Preservation Commission
- ☐ Demolition Review
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 101 Airborne Road, Dubuque, IA 52003

Legal Description/Parcel ID#/Subdivision: 1401400005,1412226001,1506326003,1506351004,1506376002,1507101002

Existing Zoning: County Proposed Zoning: City Hlc Site Area (square feet/acres): 126.69 acres

Historic District: Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

To annex property into the city of Dubuque to facilitate the Sanitary Disposal Permit process with the Iowa Department of Natural Resources in order to permit the remaining developable space at the existing site.

C. Applicant/Agent Information

Name: Kenneth Miller Phone: 563-589-4354

Address: 925 Kerper Ct City: Dubuque

State: IA Zip: _____ Email: kmiller@cityofdubuque.org

D. Property Owner(s) Information

Name(s): Dubuque Metropolitan Area Solid Waste Agency Phone: 563-557-8220

Address: 925 Kerper Ct City: Dubuque

State: IA Zip: 52001 Email: dmaswa@cityofdubuque.org

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: 4/13/2026

Property Owner(s): DMASWA - Signing on their behalf Date: _____

FOR OFFICE USE ONLY

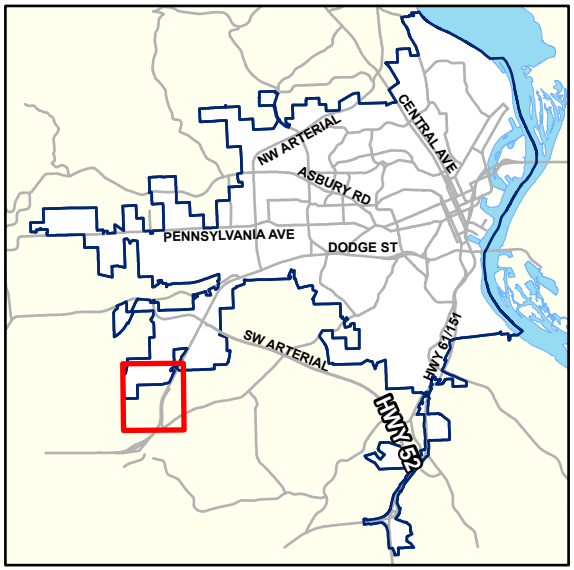
Fee $NA Ck#_____ ☐CC ☐Cash Received by_____ Date_____

Exhibit A

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Annexation Map



City of Dubuque Limits

DMASWA Annexation

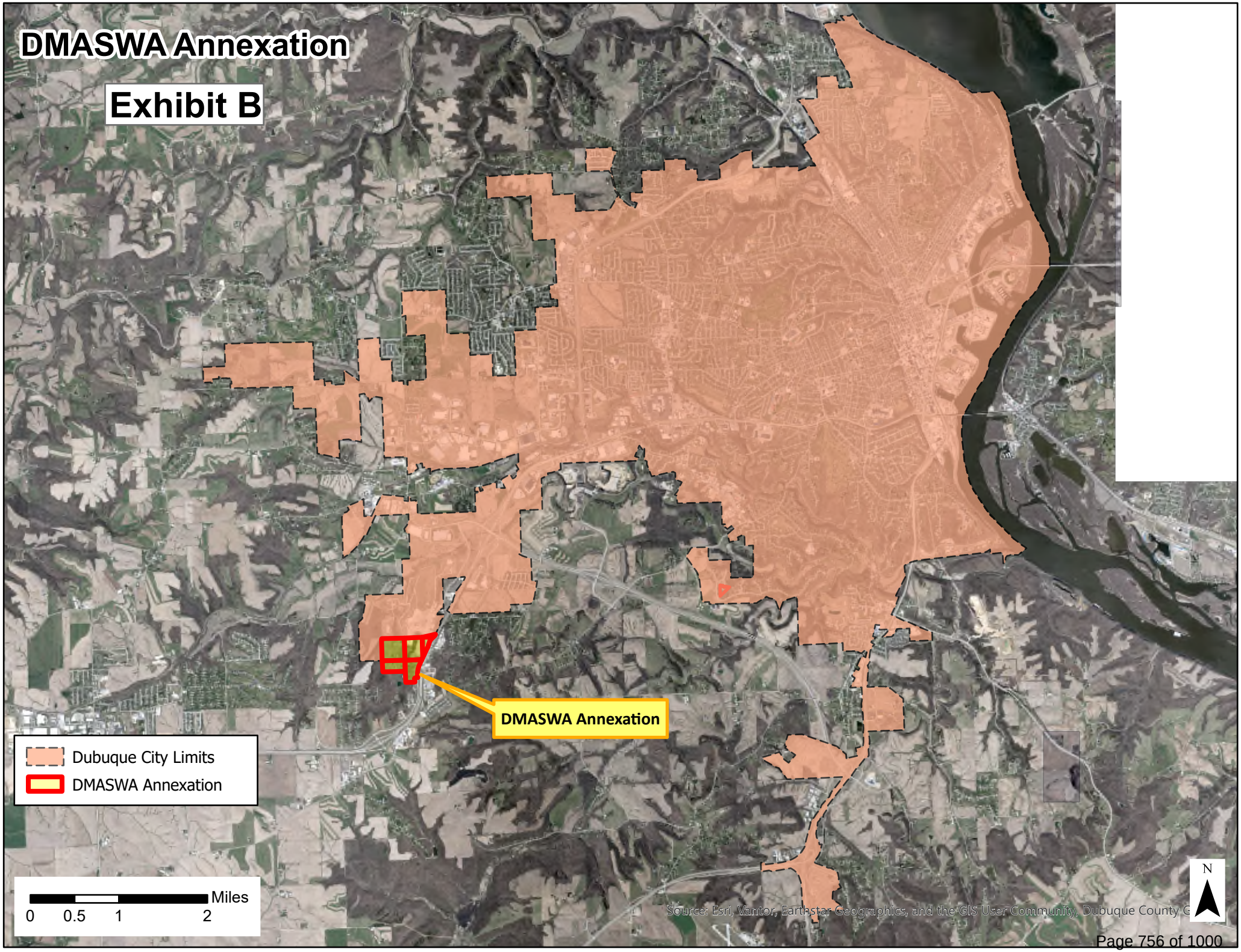
Owner: Dubuque Metropolitan Areas Solid Waste Agency

Acreage: 126.69 acres

0 375 750 1,500
Feet

N

1:10,000


DMASWA Annexation
Exhibit B
DMASWA Annexation
Dubuque City Limits
DMASWA Annexation
Miles
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1
2
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Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Dubuque County G

EXHIBIT C

The legal description of the proposed annexation territory is:

1. LOT 1 OF THE SE ¼ OF THE SE ¼ OF SECTION 1, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

2. THE N ½ OF THE NE ¼ OF THE NE ¼ OF SECTION 12, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

3. LOT TWO (2) LANDFILL SOUTH SUBDIVISION IN SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, SUBJECT TO HIGHWAY AND EASEMENTS OF RECORD.

4. LOT 1 AND LOT 2 OF THE SW ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

5. LOT TWO (2) OF THE SE ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

6. LOT 2 OF THE SUBDIVISION OF THE E ½ OF THE NW ¼ AND THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Request to Rezone 101 Airborne Road by Dubuque Metropolitan Area Solid Waste Agency
SUMMARY:	Proof of Publication on notice of public hearing to consider request to property located at 101 Airborne Road from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque 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 Parcels of Land Located Along Airborne Road and U.S. Highway 20 (Pin 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 And 1507101002) from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy to City HIC Heavy Industrial with Conditions Concurrently with Annexation into the City of Dubuque
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC
2. Rezoning Application
3. Vicinity Map
4. Notification Map
5. 2026-2030 DMASWA Strategic Plan Summary
6. Imagery - 101 Airborne Rd REZ
7. Staff report - DMASWA rezoning
8. HI Zoning Regulations
9. 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: Kenneth Miller, Dubuque Metropolitan Area Solid Waste Agency
Location: 101 Airborne Road, PINs 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 and 1507101002
Description: To rezone property from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque.

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

Kenneth Miller, Administrator of the Dubuque Metropolitan Area Solid Waste Agency spoke on behalf of the application. He stated they are seeking to rezone to Heavy Industrial with conditions limiting the uses to landfilling and related uses. He said this is in conjunction with cell expansion. He noted the landfill currently has capacity for 13 years and three months of waste, and that these would be the next areas to develop. He said the landfill infrastructure can be extended here. He said that applying for the rezoning now will simplify the permitting process at the state level for moving the waterway.

Carissa Trilk, 14847 Lost Canyon Road, spoke on behalf of herself and her husband who was unable to attend the meeting. She expressed opposition to the rezoning, saying it will affect the waterway and devalue their property. She said they are considering putting land into conservation to have additional protection.

Staff detailed the staff report explaining the need DMASWA intends to use this land for future landfill capacity, noting they would have 190 years' worth of storage with this additional land. Staff described the surrounding land uses and zoning districts. Staff said the landfill will require additional approvals from IDNR and the Army Corps of Engineers and listed the uses that are proposed under the conditions requested by DMASWA.

The Commission discussed the request and sought clarification regarding when the rezoned land would be used. Mr. Miller explained that the entire rezoning area would not

be developed all at one time, but rather in phases. He noted they would likely start development in the next eight (8) to ten (10) years and that filling would not need to occur until the current cells are full which will not be for about 13 years. He stated some activities may begin earlier such as removal of topsoil for coverage.

The Commission questions what the potential impacts are on the local water. Mr. Miller explained that DMASWA is consulting with HDR Engineering to prepare their plans and application to the Army Corps of Engineers and Iowa Department of Natural Resources (IDNR) regarding the relocation of the existing stream channel. He said there is likely to be mitigation required off site. He said they will construct a new stream channel to handle the capacity of the current one.

Will Nicholson, the environmental engineer of record with HDR Engineering for DMASWA, stated they are currently working through the early stages of mitigation for the project. He noted review and permitting will be required by the required by the Army Corps, the Iowa Department of Natural Resources (IDNR), and Federal Emergency Management Agency (FEMA).

The Commission sought to better understand the landfill liners and Mr. Nicholson provided a detailed explanation of how the liners worked to prevent any leachate from entering the ground, stating it is all collected and transported by sewer pipe to the Water and Resource Recovery Center for treatment.

The Zoning Advisory Commission discussed the rezoning and found the request favorable.

Recommendation

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the request to property located at 101 Airborne Road from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,

Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: Kenneth Miller, DMASWA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

APPLICATION FORM

Zoning Advisory Commission
- ☐ Amended PUD
- ☐ Rezoning/PUD/ID
- ☐ Text Amendment
- ☐ Simple Subdivision
- ☐ Preliminary Plat
- ☐ Major Final Plat
- ☐ Minor Final Plat
- ☐ Waiver from Site Design Standards

Zoning Board of Adjustment
- ☒ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

Development Services
- ☒ Annexation
- ☐ Limited Setback Waiver
- ☐ Site Plan Simple
- ☐ Site Plan Minor
- ☐ Site Plan Major
- ☐ Simple Subdivision
- ☐ Temporary Use Permit
- ☐ Port of Dubuque/ Chaplain Schmitt Island Design Review

Historic Preservation Commission
- ☐ Demolition Review
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 101 Airborne Road, Dubuque, IA 52003

Legal Description/Parcel ID#/Subdivision: 1506326003, 1506376002, 1506351004, 1401400005, 1412226001, + 1507101002

Existing Zoning: AG Proposed Zoning: HI Site Area (square feet/acres): 126.69 ac

Historic District: Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

The Solid Waste Agency is requesting to have the remaining acreage owned by the Agency, but not currently within the corporate city limits annexed into city limits and the land rezone from Agricultural to Heavy-Industrial to facilitate the Sanitary Disposal Permit process with the Iowa Department of Natural Resources. The Agency is seeking to permit the remaining developable space at the existing site.

C. Applicant/Agent Information

Name: Kenneth Miller Phone: 563-589-4354

Address: 925 Kerper Ct. City: Dubuque

State: IA Zip: 52001 Email: kmiller@cityofdubuque.org

D. Property Owner(s) Information

Name(s): Dubuque Metropolitan Area Solid Waste Agency Phone: 563-557-8220

Address: 925 Kerper Ct. City: Dubuque

State: IA Zip: 52001 Email: dmaswa@cityofdubuque.org

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

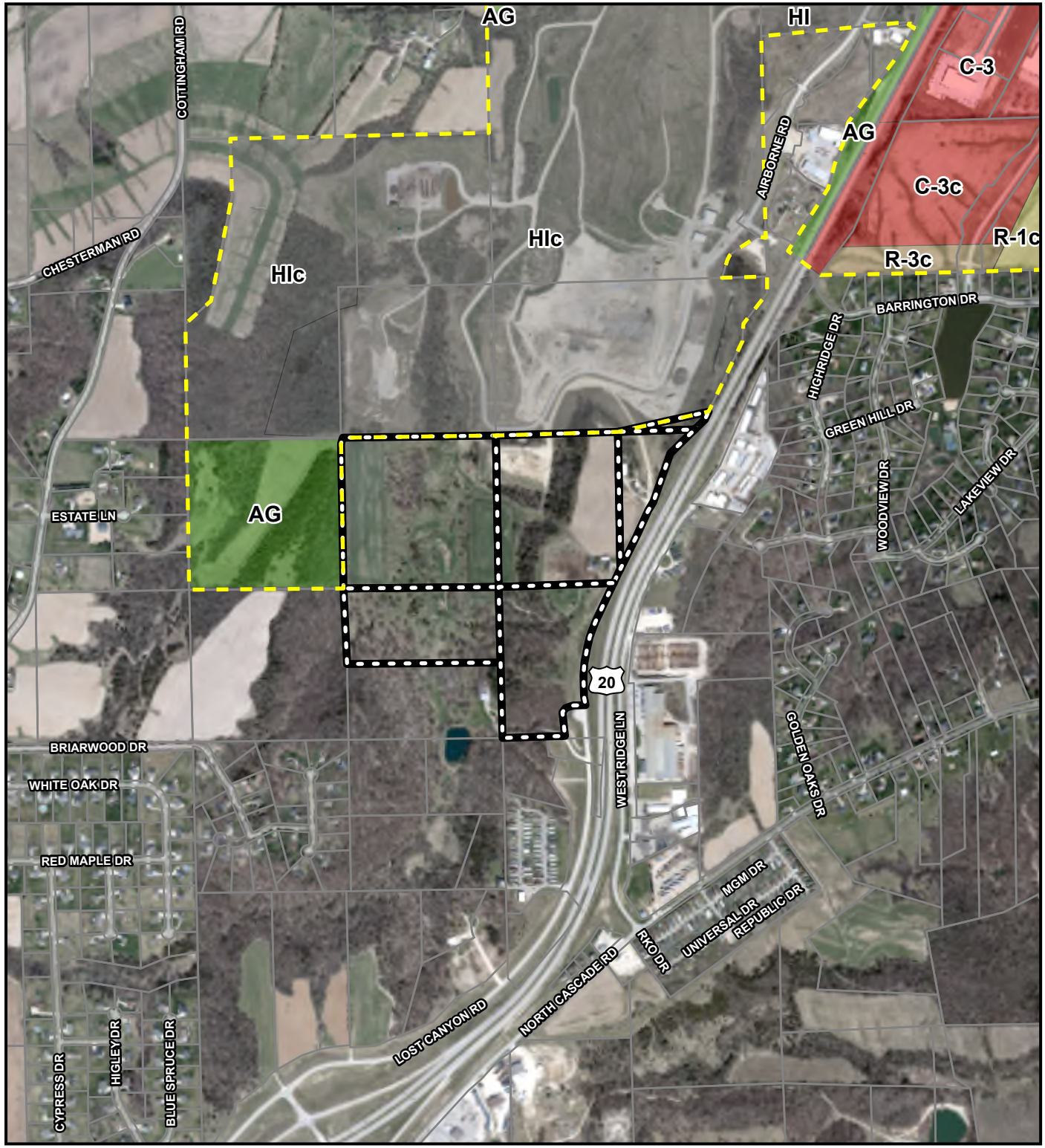
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Kenneth M Miller Date: 3/30/2026

Property Owner(s): DMASWA - Signing on their behalf Date: 3/30/2026

FOR OFFICE USE ONLY

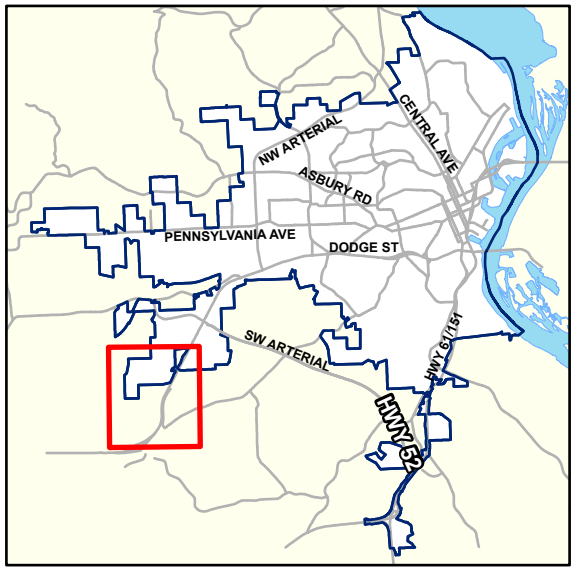
Fee $ None. Ck# ☐CC ☐Cash Received by Date 3-31-26



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Vicinity Map



Applicant: Kenneth Miller, DMASWA

Location: 101 Airborne Road, PINs 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 and 1507101002

Description: To rezone property from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque.

Subject Property

City Limits

0 600 1,200 2,400
Feet

N

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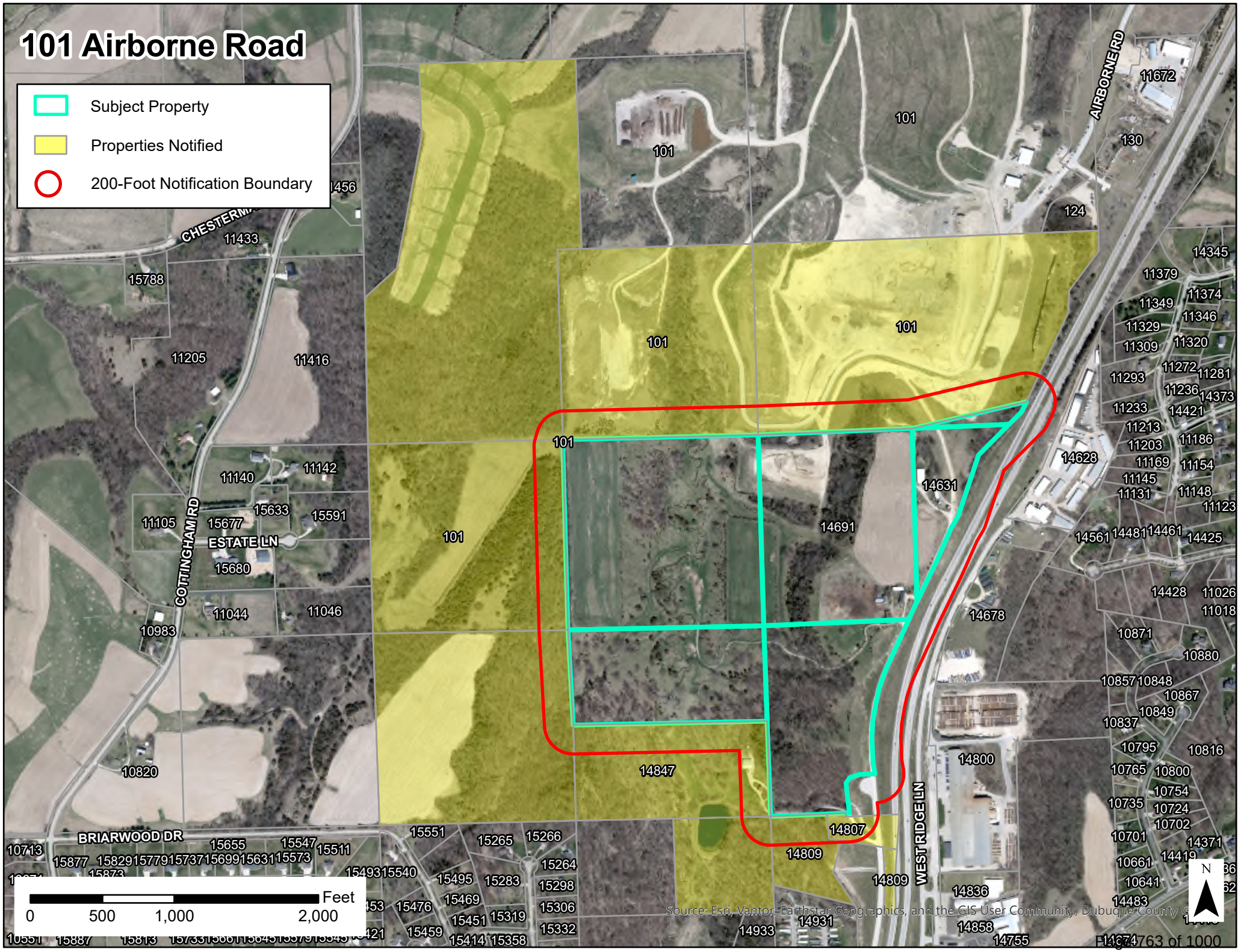
101 Airborne Road
Subject Property
Properties Notified
200-Foot Notification Boundary
AIRBORNE RD
COTTINGHAM RD
ESTATE LN
BRIARWOOD DR
WEST RIDGE LN
CHESTERM
101
124
130
11672
11433
15788
11205
11416
11140
11142
11105
15677
15633
15591
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Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Dubuque County G
Page 763 of 1000

2026-2030

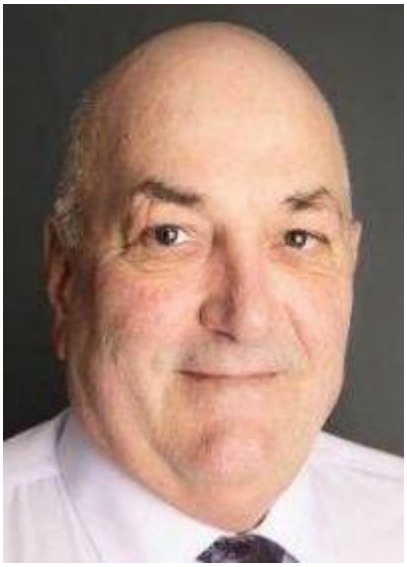
DUBUQUE METROPOLITAN AREA SW AGENCY

STRATEGIC PLAN SUMMARY

DMASWA BOARD OF DIRECTORS

DAVID RESNICK
Chairperson

RIC JONES
Vice
Chairperson



HARLEY POTHOFF
Board Member

DMASWA MISSION STATEMENT

In order to control current and future economic and environmental liability, the mission of the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) is to provide environmentally sound, financially stable, fiscally responsible, community recognized, solid waste management services that include appropriate waste reduction, resource conservation, education, customer service, and disposal activities.

GUIDING PRINCIPALS

- Continue to own and operate a good, environmentally sound landfill.
- Provide a stable funding system based on user fees (i.e., tipping fees and various direct charges) and minimizing tax subsidies.
- Maintain reserve funds to cover appropriate items such as closure/post-closure and care, facility development, contingency actions, and land acquisition.
- Employ well-qualified staff and/or contractors.
- Foster a customer service-based orientation toward waste haulers and other facility users.
- Facilitate well-planned, community-driven, sustainable waste reduction through meaningful education and resource conservation programs, which would help prolong the Agency's landfill life.
- Study and identify alternative solid waste management methods, customer needs, and funding approaches, and provide for the implementation of services to fill identified voids.

STRATEGIC PLANNING

Every 5 years the Agency reviews its current strategic planning goals and begins to plan for the next fiscal year. This review typically occurs around year 3 of the current plan to provide an assessment of the current goals progress and to plan for upcoming goals.

The Agency is currently mid-way through the 2022-2026 fiscal year plan.

CURRENT STRATEGIC PLAN GOALS - FY 2022-2026

1. Improve current entrance area – Scheduled for Spring 2024
2. Construct a Customer Convenience Center for small loads and diversion programs – In design phase.
3. Maintenance Shop Remodel – Roof Replaced in 2022
4. Plan for future Landfill Cell Expansion – Permitting activities in progress.
5. Reestablish compost distribution program – Finished Screened compost available since July 2022.

STRATEGIC PLAN – FY 2026-2030

OVERVIEW

In preparation for the 2026-2030 Strategic Planning sessions, the DMASWA team met with the consultant to identify their focus areas for this session. The team identified the following operations as priorities to review and get feedback on programs related to these operations.

- Landfill
- Organics Management
- Education & Communication
- RNG Operations
- Comingled Recycling Drop-Off
- Electronics Recycling
- Household Hazardous Materials
- Tire Recycling
- Glass Recycling
- Appliance Recycling

The stakeholder engagement sessions sought feedback from the general public, haulers, businesses, and board members. Stakeholders were given opportunities to provide feedback in both listening sessions and online.

STAKEHOLDER ENGAGEMENT PROCESS

The goal of the stakeholder engagement was to present stakeholders with the focus topics determined by DMASWA (Agency) and Foth Infrastructure & Environment (Foth) and allow them to provide feedback and insight on focused objectives for the next five years. The feedback will be used to guide upcoming Strategic Planning sessions. The engagement will focus primarily on the Agency's Operations.

Stakeholders were grouped by the following:

- Group A
  - Members of the General Public who are residents within the DMASWA service area
  - Business generators within the DMASWA service area
- Group B
  - Haulers
  - DMASWA Board Members

STAKEHOLDER ENGAGEMENT TIMELINE

The Group A Stakeholders session was held on January 11, 2024, from 6:00 – 8:00 p.m. at the Jule Operations and Training Center (JOTC) located at 949 Kerper Blvd in Dubuque. Stakeholders were presented with the current 2022-2026 fiscal year goals and an overview of current operations. After each section was presented, stakeholders were given the opportunity to provide feedback on those operations.

Following the session, the presentation slides were shared online for members of the general public to provide additional feedback via email. This feedback time was open until January 19, 2024.

During the latter half of January and early February, Group B Stakeholders were contacted via email and phone. A survey was developed to allow stakeholders to provide feedback through the survey, or if they desired via email or a phone call.

After both Stakeholder groups were provided opportunities for feedback a final session for the board of directors was held on February 27, 2024, from 6:00-8:00 p.m. at the JOTC. This public meeting serves to present the feedback results and recommendations of priorities to the board.

FY 2026-2030 PRIORITIES

1. **Update Organics Study**
2. **Staffing Study to evaluate current FTE for all activities**
3. **Expand Outreach on Diversion Programs to Increase Participation**
4. **Professional Development**

The above priorities are taken from the list of recommendations under each operation shown on the following pages.

Operations Recommendations for FY 2026-2030

ORGANICS MANAGEMENT

RECOMMENDATIONS FOR 2026-2030 PLAN

- Update the 2019 Organics Management Study
- Include market feasibility (rates, participation, best management practices)
- Include feedstock availability on both carbon and nitrogen sources
- Include other local and regional facilities in operation

PRIORITIES

- Identify reliable and cost-effective carbon sources
- Identify commitment to participation throughout agency and region
- Identify end-product use

LANDFILL OPERATIONS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Conduct a staffing study to identify needs for planned and potential expanded services
- Review hours of operation at facility to best serve industrial/commercial haulers, and the addition of the customer convenience center (3C)
- Make continuous improvements to compaction rates including investment in additional operator training
- Utilize technology to achieve diversion goals

PRIORITIES

- Evaluate operation changes to enhance waste compaction rates
- Expanded Training Opportunities
- Education/Marketing of diversion efforts and disposal options

APPLIANCES

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
- Provide mobile events to outlying service area to increase access
- Purchase/lease of a branded box truck for collections
- Identify needs of program, including hours of operation, with new 3C
- Contracted disposal options for out of state residents
- Educate/Market programs

ELECTRONICS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
- Provide mobile events to outlying service area to increase access
- Purchase/lease of a branded box truck for collections
- Identify needs of program, including hours of operation, with new 3C
- Contracted disposal options for out of state residents
- Educate/Market programs

HAZARDOUS HOUSEHOLD MATERIALS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Regular reviews of pricing and costs for the program
- Provide mobile events to outlying service area to increase access
- Purchase/lease of a branded box truck for collections
- Identify needs of program, including hours of operation, with new 3C
- Contracted disposal options for out of state residents
- Educate/Market programs

TIRES

RECOMMENDATIONS FOR 2026-2030 PLAN

- Continue program as is
- Identify opportunities to reduce costs
- Increase education
- Market the program to increase participation/proper disposal

COMINGLED RECYCLING DROP-OFF

RECOMMENDATIONS FOR 2026-2030 PLAN

- Consider a cost share of collection and recycling costs for containers in urban areas to reduce costs to Agency
- Work with businesses to establish alternatives to utilizing public recycling drop off containers
- Increase education to market the program effectively
- Increase boxes in rural areas to increase recycling

PRIORITIES

- Increase education to the general public about proper recycling and options for recycling
- Business recycling options

GLASS RECYCLING

RECOMMENDATIONS FOR 2026-2030 PLAN

- Consider bin placement in more high-traffic locations to increase participation
- Increase marketing of program

PRIORITIES

- Promote hub location for more efficient use
- Focused outreach and education for program success

RNG OPERATIONS

RECOMMENDATIONS FOR 2026-2030 PLAN

- Include impacts to RNG production in cost/benefit analysis for material diversion
- Integrate waste fill plans for enhanced gas recovery and production
- Include/consider RNG in organics study

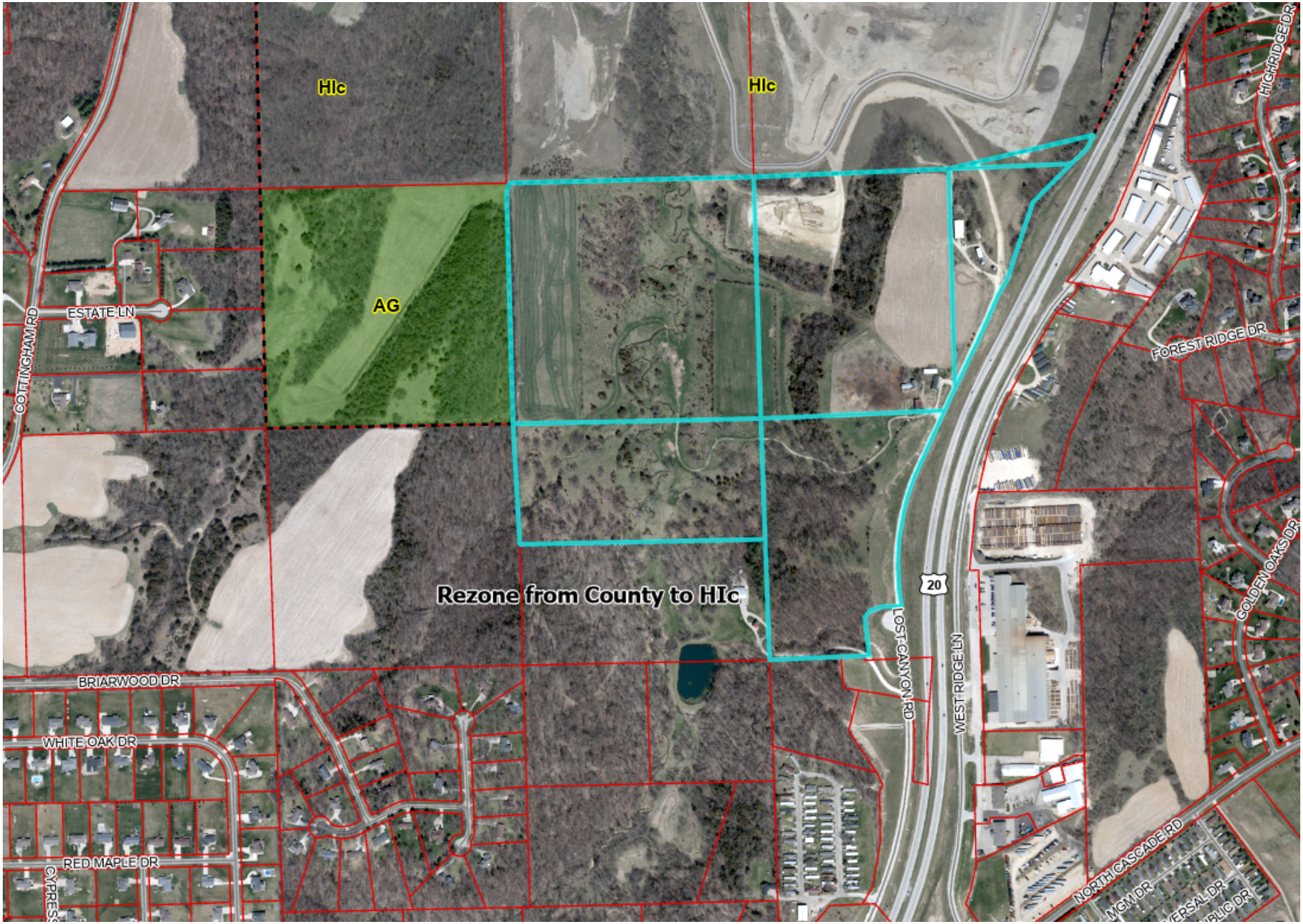
EDUCATION & COMMUNICATION

RECOMMENDATIONS FOR 2026-2030 PLAN

- Review the capacity of current FTE position
- Examine goals and needs of program
- Expand Education requirements in future waste hauler agreements

PRIORITIES

- Previous study showed need for an increase of 1 FTE position for Marketing & Communication
- Determine how to establish additional FTE position



Zoning map with teal selection for seven parcels requested to be rezoned, 2024 imagery

Property Address: 101 Airborne Road, PINs 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 and 1507101002

Property Owner: Dubuque Metropolitan Solid Waste Agency

Applicant: Kenneth Miller, Solid Waste Agency Administrator

Description: To rezone property from County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions concurrently with annexation to the City of Dubuque.

Proposed Land Use: Landfill

Proposed Zoning: HIc Heavy Industrial with conditions

Existing Land Use: Agricultural, Open space

Existing Zoning: County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential, and County C-1 Conservancy

Adjacent Land Use:	**Adjacent Zoning:**
North – Landfill	North – HIc
East – Highway	East – None
South – Agriculture, Open space	South – County A-1, R-1, R-2, C-1
West – Agriculture, Open space	West – AG

Flood Plain: Yes, on/along the creek running through portions of the subject area. The area is undeveloped.

Total Area: 126.69 acres

Water: An existing water main extends to the north side of the DMASWA property.

Sanitary Sewer: Sanitary sewer lines are extended to several parts of the property.

Storm Sewer: Several storm sewer drains and outlets are located along Airborne Road.

Existing Street Access: Airborne Road is accessed from Seippel Road to the north. Lost Canyon Road accesses the property from the south.

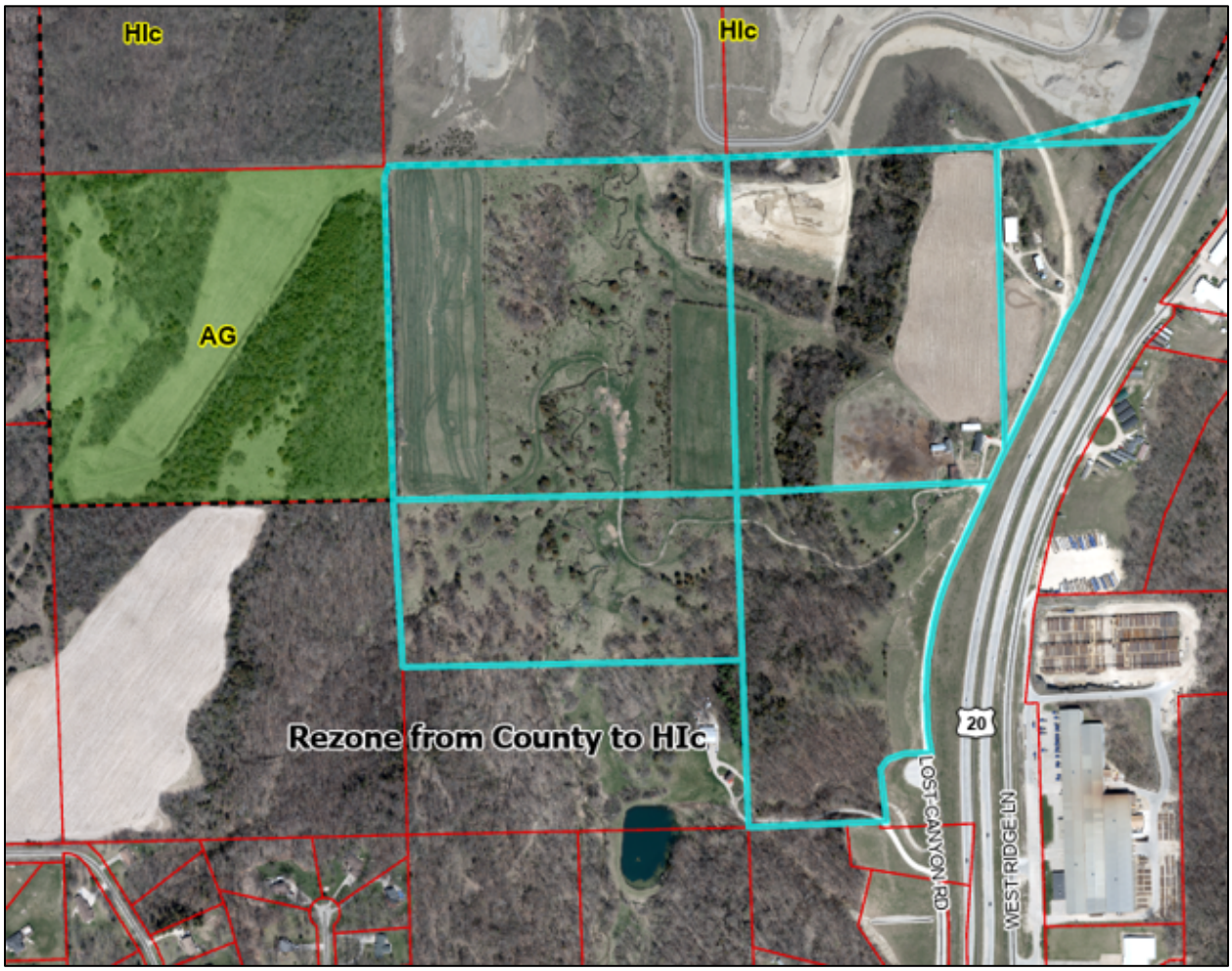
Future Street Access: The property may be accessed from an extension of the road within the landfill.

Other Services: Police, Fire, and Emergency Response is available.

Previous Planned District: No.

Purpose: The submitted rezoning request is to allow the Dubuque Metropolitan Area Solid Waste Agency to facilitate the Sanitary Disposal Permit process with the Iowa Department of Natural Resources in order to permit the remaining developable space at the existing site.

Physical Characteristics: The subject property is in Dubuque County just outside the city of Dubuque limits and is in the process of being annexed into the city of Dubuque. It is six parcels totaling 126.69 acres and is owned by the Dubuque Metropolitan Solid Waste Agency. The property is currently a mix of agriculture and open space land uses.



Subject parcels with surrounding City zoning

Imagine Dubuque Comprehensive Plan
The Imagine Dubuque Comprehensive Plan goals promote solid waste reduction and pollution mitigation, in part to extend the capacity life of the landfill. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill. The proposed project would relate to the following recommendations of the Comprehensive Plan:

- Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production.
- Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food.
- Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products.

Future Land Use Map – The property is identified primarily as Industrial on the Future Land Use Map. Portions of it are identified as Single-Family Residential and Public Open Space along the creek.

Development Requirements:

Streets: The subject property has street access from Lost Canyon Road. The property would be accessed through the interior road within the landfill, and also Airborne Road could be extended from the north side of the landfill.

Sidewalks: There are no sidewalks on Airborne Road, so it is unlikely that sidewalks would be required for the subject property.

Parking: Off-street parking will be provided as per the City of Dubuque Unified Development Code.

Lighting: All lighting will be required to meet the Unified Development Code standards.

Signage: Signage requirements would follow the HI district regulations.

Bulk Regulations: The attached HI district regulations contain bulk standards that include requirements for lot area, lot coverage, frontage, building height, and setbacks for front, rear, and side yards.

Landscaping/Screening: As the parcel is developed, landscaping and screening will be required to meet the Unified Development Code standards.

Impact of Request on:

Utilities:

- City water is available on the north side of the DMASWA property.
- City sanitary sewer is present on several parts of the DMASWA property.
- Storm water along Airborne Road is managed by several storm sewer drains.
- Natural gas would be provided by a private utility.

Traffic Patterns/Counts: Airborne Road had a daily traffic count of 101 vehicles in 2020. Seippel Road had a daily traffic count of 4,590 vehicles in 2021.

Public Services: City of Dubuque Fire and Police Departments will serve the subject site.

Environment: DMASWA manages solid waste in an environmentally friendly manner, with an engineered base which will be combined with a collection system for the leachate (the liquid generated as waste breaks down) to protect and prevent the contamination of the soil and groundwater. To improve air quality, the DMASWA landfill also has a gas collection system to capture methane (a highly potent greenhouse gas) produced as the waste in the landfill breaks down which is converted to Renewable Natural Gas. There are about 13 years' capacity left within the current boundaries of the landfill. Without access to a local solid waste disposal facility, all waste generated in the area would have to be hauled by truck to another location, increasing the waste's greenhouse gas impact.

Adjacent Properties: The subject property is on the edge of the Dubuque city limits, so the properties to the east and south are in unincorporated Dubuque County. Those properties are a mix of forest land, farmland, single-family residences, and highway. The property to the west is zoned AG. The property to the north is part of the DMASWA landfill and is also zoned HIc.

CIP Investments: None.

Staff Analysis: The applicant, Dubuque Metropolitan Area Solid Waste Agency (DMASWA), proposes to rezone the subject property to HI Heavy Industrial with conditions concurrent with annexing the property into the city limits. The purpose for this is to allow the land to be used as part of the sanitary landfill. This is in DMASWA's plan to expand the capacity of the landfill to accommodate future demand. DMASWA's strategic plan estimates that with this added area, the landfill will have capacity for 190+ years. DMASWA will go through the process of obtaining permits for future landfill cell expansion that would use this land.

The land will be converted into a sanitary landfill, which will manage solid waste in an environmentally friendly manner, with an engineered base which will be combined with a collection system for the leachate (the liquid generated as waste breaks down) to protect and prevent the contamination of the soil and groundwater. To improve air quality, the DMASWA landfill also has a gas collection system to capture methane (a highly potent greenhouse gas) produced as the waste in the landfill breaks down which is converter to Renewable Natural Gas.

Without access to a local solid waste disposal facility, all waste generated in the area would have to be hauled by truck to another location, increasing the waste's greenhouse gas impact.

Several additional approvals will have to be obtained before the land can be prepared for use as a landfill. The Iowa Department of Natural Resources will review the permit application for use as a landfill. The U.S. Army Corps of Engineers will work with DMASWA in their effort to move the creek in this area.

Regulations for landfills require them to be at least 500' from a neighboring property line and 1,000' from any well. DMASWA will be planting trees as screening along the outer boundaries of the landfill cells.

The Comprehensive Plan goals promote solid waste reduction, composting, and pollution mitigation. With this land incorporated as part of the landfill, DMASWA estimates there would be capacity for 193 years of continued use here, and without it, there is capacity for 13 years of use. The City's Future Land Use Map identifies the subject site as Heavy Industrial, the same as the rest of the landfill.

The subject property is currently in unincorporated Dubuque County with a mix of agricultural, conservancy, and residential zoning. The City of Dubuque is working to annex the property concurrent with this rezoning.

The property is comprised of six parcels. The area totals approximately 126.69 acres. DMASWA has frontage along Airborne Road. The site has sloping topography. The property is currently a mix of forest and farmland with several related structures.

The subject property is on the edge of the Dubuque city limits, so the properties to the east and south are in unincorporated Dubuque County. Those properties are a mix of forest land, farmland, single-family residences, and highway. The property to the west is zoned AG. The property to the north is part of the DMASWA landfill and is also zoned HIc.

The requested HIc zoning district is an expansion of an existing zone and would allow for the use of sanitary landfill as well as resource recovery/recycling center (indoor only). The list below shows the permitted uses in the HI zoning district. DMASWA seeks to limit the principal uses to those allowed on the rest of the landfill, which are outlined below.

Principal Permitted Uses
HI Zoning District
Agricultural supply sales.
Animal hospital or clinic.
Auto part sales.
Automated gas station.
Bakery (wholesale/commercial).
Bank, savings and loan, or credit union.
Bar or tavern.
Business services.

Car wash, full service.
Car wash, self-service.
Cold storage or locker plant.
Construction supply sales and service.
Contractor shop or yard.
Convenience store.
Crematorium, reduction plant, foundry, forge or smelter.
Dental or medical lab.
Drive-up automated bank teller.
Farm implement sales, service or repair.
Freight transfer facility.
Fuel or ice dealer.
Furniture upholstery or repair.
General office.
Grain or barge terminal.
Indoor recreation facility.
Indoor restaurant.
Junkyard or salvage yard.
Kennel.
Laboratory for research or engineering.
Licensed childcare center.
Lumberyard or building material sales.
Mail order house.
Manufacturing, primary.
Manufacturing, secondary.
Miniwarehousing.
Mobile home sales.
Moving or storage facility.
Off street parking lot.
Packaging, processing, or storing meat, dairy or food products.
Parking structure.
Passenger transfer facility.
Pet daycare or grooming.
Printing or publishing.
Railroad or public or quasi-public utility, including substation.
Registered child development home.

Resource recovery/recycling center (indoor only).
Restaurant, drive-in or carryout.
Sanitary landfill.
Service station.
Sewage treatment plant.
Slaughterhouse or stockyard.
Tool, die, or pattern making.
Upholstery shop.
Vehicle body shop.
Vehicle sales or rental.
Vehicle service and repair.
Vending or game machine sales or service.
Warehousing, packaging, distribution or storage facility.
Welding services.
Wholesale sales or distributor.

The existing landfill property is currently zoned HIc Heavy Industrial with conditions. For consistency, DMASWA seeks to adopt the same conditions for the subject property that that are in effect elsewhere. The conditions restricted the permitted and conditionally permitted uses allowed for the property as follows:

1. The principal permitted uses for this Heavy Industrial District shall be limited to the following:
    a. Automated gas station
    b. Freight transfer facility
    c. Resource recovery/recycling center (indoor only)
    d. Railroad or public or quasi-public utility, including substation
    e. Sanitary landfill
2. The conditional uses for this Heavy Industrial District shall be limited to the following:
    a. Wind energy conversion system

Staff recommends the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning and make a recommendation to City Council.

Prepared by: Jason Dulz Reviewed: Date: 4/29/26

16-5-19: HI HEAVY INDUSTRIAL:

The HI district is intended to provide locations for industrial uses which by their nature generate levels of smoke, dust, noise, odors, or other visual impacts that render them incompatible with virtually all other land uses. The district is also intended to provide locations for a limited amount of commercial development that will serve employees of surrounding industrial uses. (Ord. 52-09, 10-19-2009)

16-5-19-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the HI district:

Agricultural supply sales.

Animal hospital or clinic.

Auto part sales.

Automated gas station.

Bakery (wholesale/commercial).

Bank, savings and loan, or credit union.

Bar or tavern.

Business services.

Car wash, full service.

Car wash, self-service.

Cold storage or locker plant.

Construction supply sales and service.

Contractor shop or yard.

Convenience store.

Crematorium, reduction plant, foundry, forge or smelter.

Dental or medical lab.

Drive-up automated bank teller.

Farm implement sales, service or repair.

Freight transfer facility.

Fuel or ice dealer.

Furniture upholstery or repair.

General office.

Grain or barge terminal.

Indoor recreation facility.

Indoor restaurant.

Junkyard or salvage yard.

Kennel.

Laboratory for research or engineering.

Licensed childcare center.

Lumberyard or building material sales.

Mail order house.

Manufacturing, primary.

Manufacturing, secondary.

Miniwarehousing.

Mobile home sales.

Moving or storage facility.

Off street parking lot.

Packaging, processing, or storing meat, dairy or food products.

Parking structure.

Passenger transfer facility.

Pet daycare or grooming.

Printing or publishing.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Resource recovery/recycling center (indoor only).

Restaurant, drive-in or carryout.

Sanitary landfill.

Service station.

Sewage treatment plant.

Slaughterhouse or stockyard.

Tool, die, or pattern making.

Upholstery shop.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service and repair.

Vending or game machine sales or service.

Warehousing, packaging, distribution or storage facility.

Welding services.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 63-10, 12-20-2010; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021)

16-5-19-2: CONDITIONAL USES:

The following conditional uses may be permitted in the HI district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Residential use.

Retail sales and service.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-19-3: 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.

Drive-up automated bank teller.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-19-4: TEMPORARY USES:

The following uses may be permitted as temporary uses in the HI district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-19-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-19-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

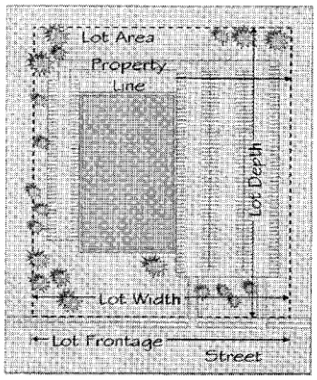
16-5-19-7: BULK REGULATIONS:

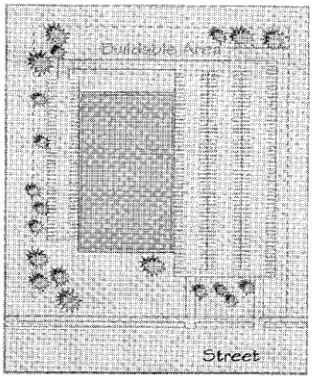
HI Heavy Industrial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side[1]	Minimum Rear[2]	
				Minimum	Maximum			
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	-	150 ft.
All other uses	-	-	-	-	-	-	-	150 ft.

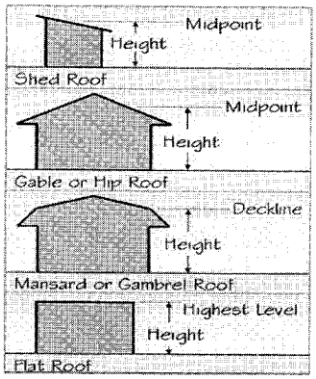
Notes:

1. When abutting a residential or office residential district, a 20 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: Trish Gleason, Assistant City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4120

ORDINANCE NO. -26

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PARCELS OF LAND LOCATED ALONG AIRBORNE ROAD AND U.S. HIGHWAY 20 (PIN 1401400005, 1412226001, 1506326003, 1506351004, 1506376002 AND 1507101002) FROM COUNTY A-1 AGRICULTURAL, COUNTY R-1 RURAL RESIDENTIAL, COUNTY R-2 SINGLE FAMILY RESIDENTIAL, AND COUNTY C-1 CONSERVANCY TO CITY HIc HEAVY INDUSTRIAL WITH CONDITIONS CONCURRENTLY WITH ANNEXATION INTO THE CITY OF DUBUQUE.

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 County A-1 Agricultural, County R-1 Rural Residential, County R-2 Single Family Residential and County C-1 Conservancy to City HIc Heavy Industrial zoning district with conditions to wit:

1. LOT 1 OF THE SE ¼ OF THE SE ¼ OF SECTION 1, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

2. THE N ½ OF THE NE ¼ OF THE NE ¼ OF SECTION 12, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

3. LOT TWO (2) LANDFILL SOUTH SUBDIVISION IN SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, SUBJECT TO HIGHWAY AND EASEMENTS OF RECORD.

4. LOT 1 AND LOT 2 OF THE SW ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

5. LOT TWO (2) OF THE SE ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

6. LOT 2 OF THE SUBDIVISION OF THE E ½ OF THE NW ¼ AND THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

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.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Trish Gleason, Assistant City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5, and as an express condition of rezoning of the property located at 101 Airborne Road and legally described as:

1. LOT 1 OF THE SE ¼ OF THE SE ¼ OF SECTION 1, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

2. THE N ½ OF THE NE ¼ OF THE NE ¼ OF SECTION 12, IN TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA, ACCORDING TO THE GOVERNMENT SURVEY AND THE RECORDED PLAT OF SAID SUBDIVISION.

3. LOT TWO (2) LANDFILL SOUTH SUBDIVISION IN SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, SUBJECT TO HIGHWAY AND EASEMENTS OF RECORD.

4. LOT 1 AND LOT 2 OF THE SW ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

5. LOT TWO (2) OF THE SE ¼ OF THE SW ¼ OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

6. LOT 2 OF THE SUBDIVISION OF THE E ½ OF THE NW ¼ AND THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY AND THE RECORDED PLATS THEREOF, EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES.

This property is the subject of Ordinance No._____-26, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
    a. Automated gas station
    b. Freight transfer facility
    c. Resource recovery/recycling center (indoor only)

d. Railroad or public or quasi-public utility, including substation
e. Sanitary landfill

2. The conditional uses for this Heavy Industrial District shall be limited to the following:
    a. Wind energy conversion system

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the AG – Agriculture district if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval of the adoption of Ordinance No. -26.

E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO. - 26

I, Harley Pothoff, representing the Dubuque Metropolitan Area Solid Waste Agency, having read the terms and conditions of the foregoing Ordinance 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: _____
Harley Pothoff
Agency Board Chairperson
Dubuque Metropolitan Area Solid Waste Agency

On this _____ day of _____ 2026 before me, a Notary Public, in and for said state, personally appeared Ric Jones, to me known to be the person 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: _____

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Kellhoff Properties, LLC Petition to Vacate the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street
SUMMARY:	Proof of Publication on notice of public hearing to consider vacating Petition with Kellhoff Properties, LLC for the 20' alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street and City Manager recommending approval. **RESOLUTION** Vacating 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 **RESOLUTION** Disposing of City Interest 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
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

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 hold PH
3. 2 kellhoff alley Resolution Vacating
4. 3 kellhoff alley Resolution disposing of City Interest
5. 4 kellhoff alley vacation plat recorded
6. 5 resolution kellhoff set ph
7. 6 kellhoff vacate agreement executed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 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 27, 2026

City Engineer Gus Psihoyos is recommending City Council approval 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: 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 19, 2026

INTRODUCTION

This is in response to a request from Kellhoff Properties, LLC 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 City Council approved the platting of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, and the setting of a public hearing to vacate and dispose of the property at its May 18, 2026 meeting. A copy of the recorded vacation plat and public hearing resolution are attached to this memo.

RECOMMENDATION

I am recommending the vacating and disposal of the alley right of way described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, Iowa through adoption of the enclosed resolution.

ACTION TO BE TAKEN

I respectfully request that the vacating and disposal of the alley right of way described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, be approved through the adoption of the enclosed resolutions.

Prepared by Nate Kieffer, CE III, PE/PLS

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

RESOLUTION NO. -26

RESOLUTION VACATING 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; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 22nd day of May 2026, the City Council of the City of Dubuque, Iowa met on the 1st day of June 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West

6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa should be approved.

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

Section 1. That the real estate described as Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved and adopted this 1st day of June 2026

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4270
Returned to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4100

RESOLUTION NO. -26

RESOLUTION DISPOSING OF CITY INTEREST 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, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 22nd day of May 2026, the City Council of the City of Dubuque, Iowa met by virtual means on the 1st day of June 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to sell such real estate.

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

Section 1. That the conveyance of City of Dubuque real property described Lots 521A, 522A, 523A, and 524A of North Dubuque, in the City Of Dubuque, Iowa, to Kellhoff Properties, LLC be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Kellhoff Properties, LLC.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this 1st day of June, 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

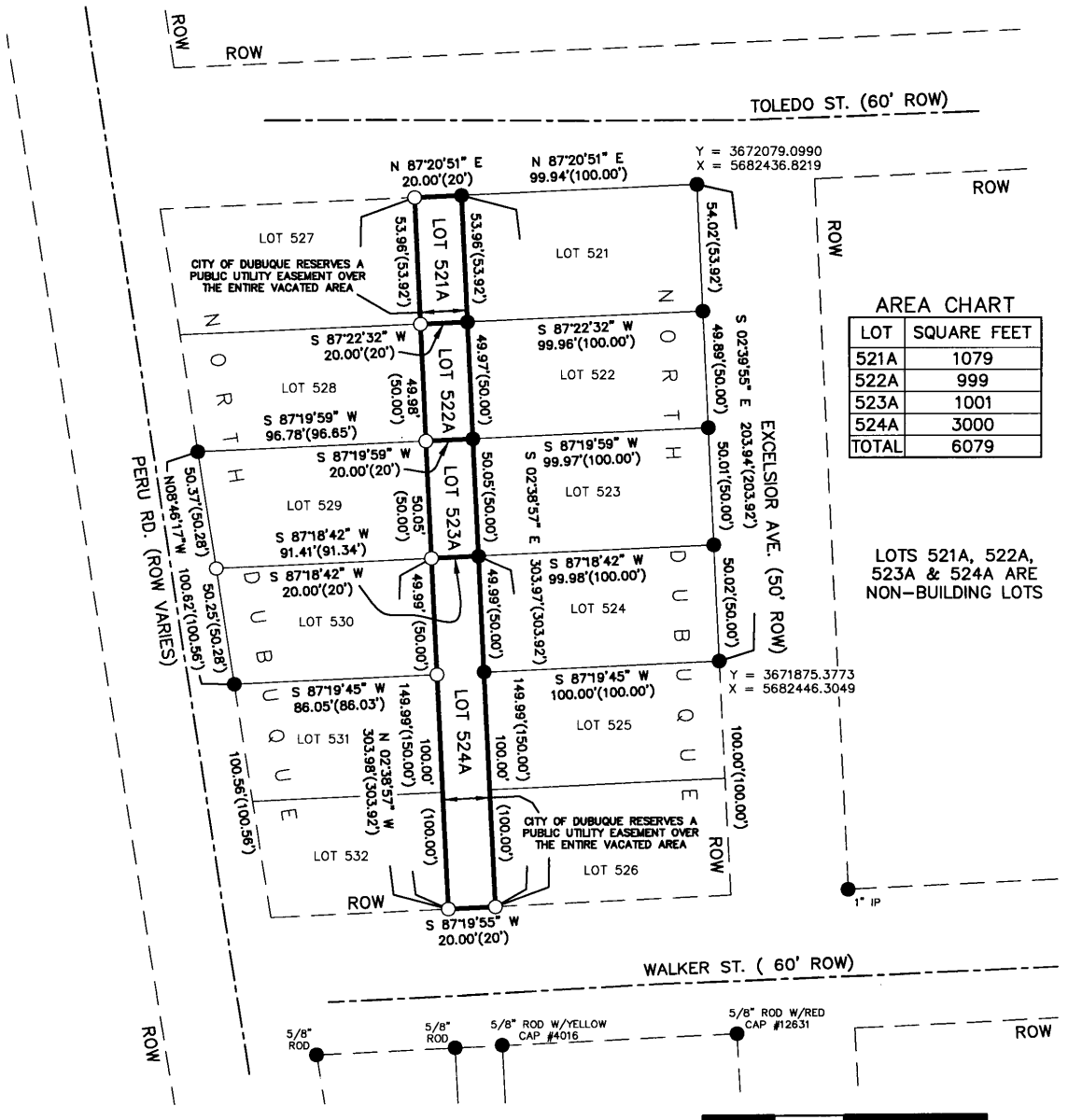
Location: Lots 521A, 522A, 523A & 524A of North Dubuque, in the City of Dubuque, Iowa
NW1/4 of Section 12, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Luke Hoffmann
Proprietor of Vacated 20' Alley: City Of Dubuque - 50 West 13th St., Dubuque, Iowa 52001
Surveyor: Terry L. Koelker - tlkoelker@buesing.com
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556-4389
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

Doc ID: 011513520006 Type: GEN
Kind: VACATION
Recorded: 05/21/2026 at 03:53:33 PM
Fee Amt: $32.00 Page 1 of 6
Dubuque County Iowa
Ann E. Sweeney Recorder
File 2026-00005420

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
- ROW — RIGHT OF WAY (ROW) LINE
- EXISTING CENTERLINE
- IP — IRON PIPE
- ( ) — RECORD DIMENSION

0' 30' 60' 120'

SCALE: 1" = 60'

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 6,079 SQUARE FEET.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

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

TERRY L. KOELKER — 5/16/26 (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 (VP)	SCALE: 1" = 60'

SHEET 1 OF 3

2026-00005420

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: _____ 5/6/26
Terry L. Koelker — Date
Licensed Land Surveyor
License No. 15487
License Renewal Date: 12/31/27

Owner's Consent

Dubuque, Iowa 5-18, 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

Assistant Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this 18 day of May, 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. **Trish L. Gleason, Assistant City Clerk

Witness my hand and Notarial Seal on the date above written.

Tusdee Lynn Blus
Notary Public in and for the State of Iowa

TUSDEE LYNN BLUS
Commission Number 842479
My Comm. Exp. 9/20/26

City of Dubuque Planning Services

Dubuque, Iowa

May 15, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE,** in the City of Dubuque, Iowa was reviewed and approved by the City of Dubuque Planning Services on the date first written above.

Wally Wernimont, City Planner

City of Dubuque, Iowa

Dubuque, Iowa

5-18, 2026

The undersigned, Brad M. Cavanagh is the Mayor and **~~Adrienne N. Breitfelder~~ is the ~~Clerk~~ of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE,** in the City of Dubuque, Iowa on May 18, 2026 as resolution 183-26 and that the City Council of the City of Dubuque, Iowa approves said plat.

**Trish L. Gleason, Assistant City Clerk

Mayor of the ~~City of~~ Dubuque, IA

Assistant Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa

5-21, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE,** in the City of Dubuque, Iowa was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

City Assessor of the City of Dubuque, IA

County Auditor's Certificate

Dubuque, Iowa

May21, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE,** in the City of Dubuque, Iowa was entered of record in the Office of the Dubuque County Auditor this 21st day of May 2026.

We approve of the subdivision name or title to be recorded.

Keith Lucy
County Auditor of Dubuque, Iowa
by Jill Klapperich

Recorder's Certificate

Dubuque, Iowa

May 21, 2026

The foregoing Plat of Survey (Vacation) of: **LOTS 521A, 522A, 523A & 524A OF NORTH DUBUQUE,** in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

Dubuque County Recorder

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. 183-26

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 18th day of May 2026.

Brad M. Cavanagh, Mayor

Attest:

Trish L. Gleason, Assistant City Clerk

CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) **SS:**
COUNTY OF DUBUQUE)

I, Trish L. Gleason, do hereby certify that I am the duly appointed, qualified, Assistant City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such Assistant City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 183-26** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 21st day of May 2026.

(SEAL)

Trish L. Gleason, Assistant City Clerk

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

RESOLUTION NO. 194-26

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

Copyrighted
April 20, 2026

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.
SUGGUESTED 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with 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

THE CITY OF DUBUQUE
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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

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

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

By: _____
Michael C. Van Milligen
City Manager

KELLHOFF PROPERTIES, L.L.C.

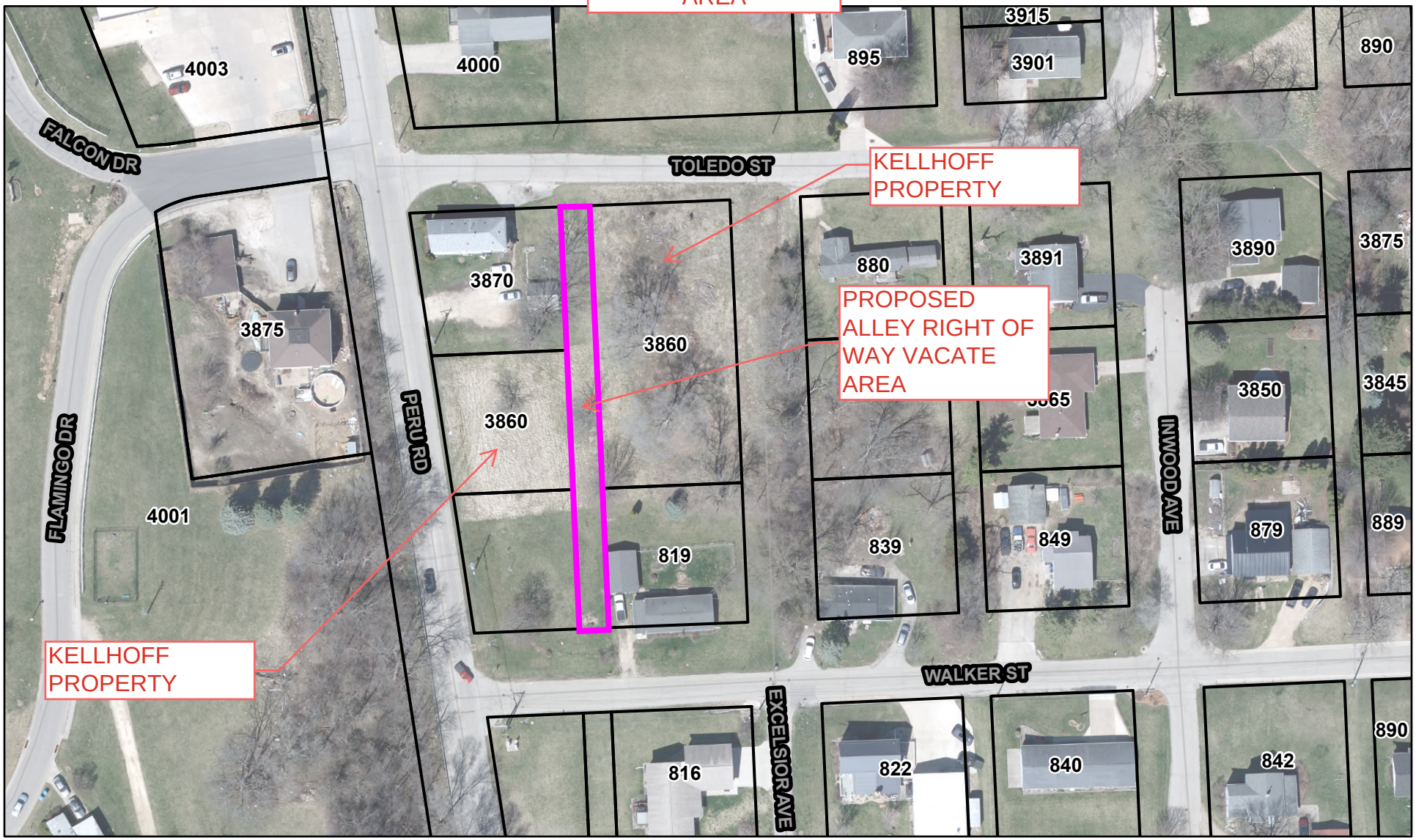
By: _____
Luke D. Hoffmann
Authorized Representative

EXHIBIT A

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

EXHIBIT A
ALLEY RIGHT OF WAY VACATION AREA

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



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

N
W E
S

Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

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Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	Property Owners Reiss and Blong, Fondell, and Hemesath Petition to Vacate Certain Street Right of Way Easements in Julien Addition
SUMMARY:	Proof of Publication on notice of public hearing to consider the vacating petition with property owners Reiss and Blong, Fondell, and Hemesath for certain street right of way easements in Julien Addition and City Manager recommending approval. **RESOLUTION** Vacating Certain Street Easements in Julien Addition, City of Dubuque, Iowa **RESOLUTION** Disposing of City Interest in Certain Street Easements in Julien Addition, City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Petition to Vacate Certain Street Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa
2. 1 hemesath courtland vacate memo hold PH
3. 2 hemesath courtland Resolution Vacating
4. 3 hemesath courtland Resolution disposing of City Interest
5. 4 Exhibit A hemesath row ease area to be vacated
6. 5 EXHIBIT B LEGAL DESCRIPTION OF RIGHT OF WAY AREA HEMESATH
7. 6 resolution hemesath set ph
8. 7 cc area map hemesath courtland street

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 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 27, 2026

City Engineer Gus Psihoyos is recommending City Council approval 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, CE III, PE/PLS

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: 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 19, 2026

INTRODUCTION
This is 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 and alley right of way easements proposed to be vacated.

RECOMMENDATION
I am recommending the vacating and disposal of city interest in the street and alley right of way easements, as shown and described in Exhibits A and B attached, through adoption of the enclosed resolution.

ACTION TO BE TAKEN

I respectfully request that the vacating and disposal of the street and alley right of way easements, as shown and described in Exhibits A and B attached, be approved through the adoption of the enclosed resolutions.

Prepared by Nate Kieffer, CE III, PE/PLS

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

RESOLUTION NO. -26

RESOLUTION VACATING 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.

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 22th day of May 2026, the City Council of the City of Dubuque, Iowa met on the 1st day of June 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of the street right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa should be approved.

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

Section 1. That street right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa, be and the same are hereby vacated.

Passed, approved and adopted this 1st day of June, 2026

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4270
Returned to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4100

RESOLUTION NO. -26

RESOLUTION DISPOSING OF CITY INTEREST IN CERTAIN STREET EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 22nd day of May 2026, the City Council of the City of Dubuque, Iowa met by virtual means on the 1st day of June 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the disposal of:

> Certain street right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to dispose of such real estate.

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

Section 1. That the disposal of City of Dubuque real property described as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa, be and the same is hereby approved.

Section 2. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this _1st_ day of June, 2026

_____
Brad M. Cavanagh, Mayor

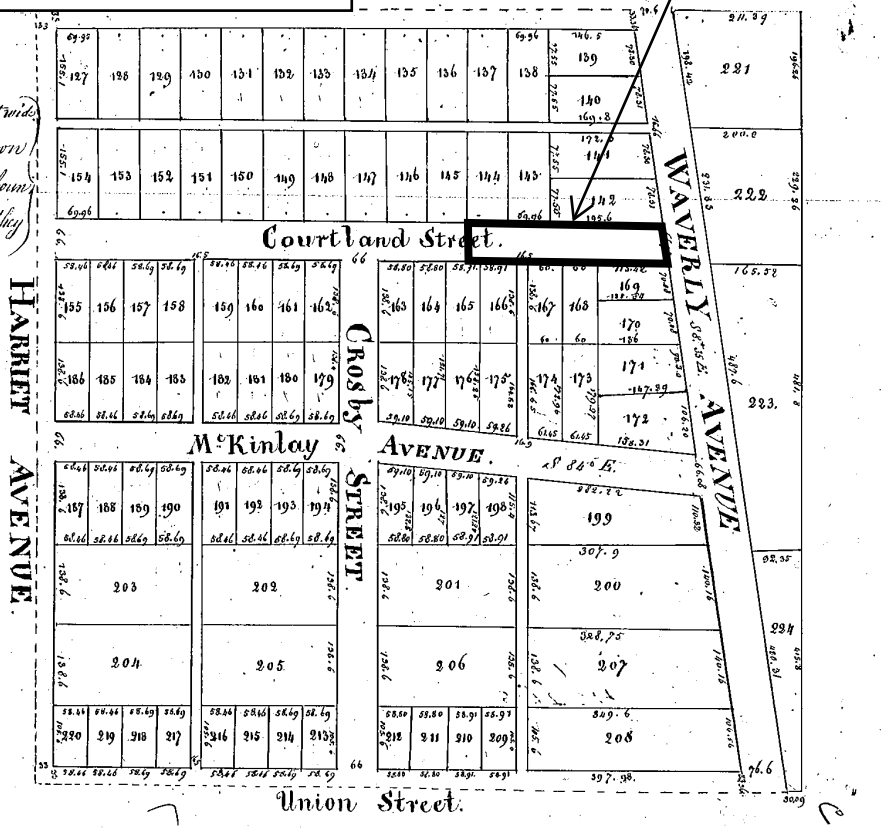
Attest:

_____
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 16½ feet wide. It was originally intended to have an alley where Union Street is now placed, & the stakes which mark the South boundaries of the Lots 208 to 220 are 16½ feet further South than they should be.



The undersigned the Proprietors of the S½ of N½ & N½ of S½ of Section 7 in Township 89 North of Range 3 East hereby Subdivide the Same into Town Lots under the Name of Julien 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 tracts is given to the public only on condition that the adjoining corners give as much for Street purposes.

D. A. Mahony
James Mc. Mc Kinlay
Smith, Mc Kinlay & Poor
Mathias 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 Denis A. Mahony, James Mc. Mc Kinlay, Mathews 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 shewn by this map, is with their free consent & in accordance with their desire. In witness whereof I hereto sign my name and affix my notorial seal.

L. Robinson Notary Public

It is ordered that this plat be recorded. Witness my hand & the county Seal

L. 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

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

RESOLUTION NO. 195-26

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

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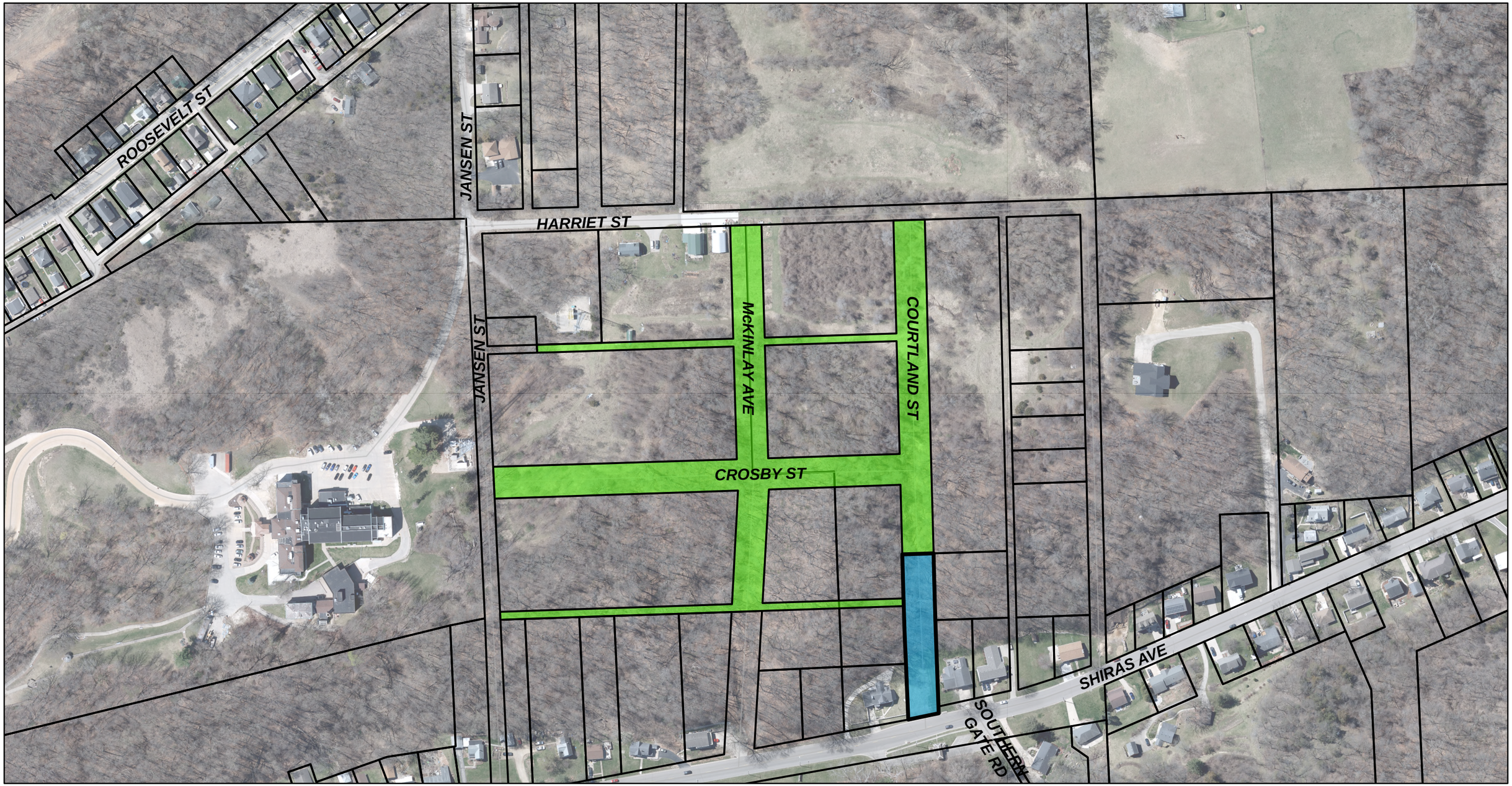
Area Map

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



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 USES THE MOST CURRENT AND ACCURATE INFORMATION AVAILABLE, THE CITY DOES NOT WARRANT THE ACCURACY OR CURRENCY OF THE INFORMATION OR DATA CONTAINED HEREIN. 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.

1 inch equals 200 feet

0 100 200 400
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

Path: H:\Engineering\Maps for Staff\Map Project.aprx - Name of Map: Harriet Street Vacate

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 5.

ITEM TITLE:	North Schmitt Island Collection System Project - Contract #2
SUMMARY:	Proof of Publication on notice of public hearing to consider North Schmitt Island Collection System Project - Contract #2 and City Manager recommending approval. **RESOLUTION** North Schmitt Island Collection System Project – Contract #2, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo North Schmitt Island Collection System Project – Contract #2
2. 2026-06-01_SchmittIslandSan-Contract2-PubHearMemo
3. North Schmitt Island Collection System Project - Contract #2 - PH Approve Plans Specs Contract Cost RESOLUTION

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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] Public Hearing

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council 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

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: June 1, 2026

SUBJECT: North Schmitt Island Collection System Project – Contract #2
Contracting Services [CIP# 5581500049]
Public Hearing

INTRODUCTION

This memorandum requests the City Council conduct 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 that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the North Schmitt Island Collection System Project – Contract #2.

BUDGET IMPACT

The estimate of probable cost for the North Schmitt Island Collection System Project – Contract #2 is summarized as follows:

Description	Estimate
Construction	$ 155,000.00
Contingency	23,250.00
Engineering Design and Administration	35,000.00
Total Project Cost	**$ 213,250.00**

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	**$ 213,250.00**

ACTION TO BE TAKEN

I respectfully request the City Council 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

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

RESOLUTION NO. _____ -26

NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #2

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the 2026 North Schmitt Island Collection System Project – Contract #2 will provide for the replacement of an Existing Lift Station with new Grinder Pump system and Associated Sanitary Sewer Force Main; and

WHEREAS, the City Council, by Resolution No. 198-26, dated the 18th day of May, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the North Schmitt Island Collection System Project – Contract #2; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on the 1st day of June, 2026 on the plans, specifications, form of contract, and estimated cost for the North Schmitt Island Collection System Project – Contract #2.

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

Section 1. That the attached plans, specifications, form of contract and estimate of total cost for the North Schmitt Island Collection System Project – Contract #2 in the estimated construction amount of $155,000, are hereby approved.

Passed, approved and adopted this __1st___ day of __June__ 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 6.

ITEM TITLE:	Asbury, Carter and Chaney Traffic Signal Improvement Project
SUMMARY:	Proof of Publication on notice of public hearing to consider the Asbury, Carter and Chaney Traffic Signal Improvement Project and City Manager recommending approval. **RESOLUTION** Asbury, Carter & Chaney Traffic Signal Improvement Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
2. 2026-05- 26 Asbury Carter Chaney Traffic Signal Improvement Project - PH
3. Asbury Carter Chaney Traffic Signal Improvement Project - PH Resolution 5-26

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and estimated cost of $297,082.25 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

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 26, 2026

RE: Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
Project No. 5524000046

INTRODUCTION
This memorandum requests the City Council conduct a public hearing date 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 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.

The Asbury, Chaney & Carter Signal project was originally out for bid on May 7th, but the City received no bids for this project. With the later start date the project's completion date has changed to October 2nd, 2026. The intersections will be constructed one intersection at a time so that traffic / school traffic will have alternative pathways to travel around the construction.

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 the City Council approve the plans, specifications, form of contract and construction estimate for the Asbury, Carter & Chaney Traffic Signal Improvement 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 the City Council conduct a public hearing to approve the plans, specifications, form of contract and estimated cost 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

Prepared by Kerry Bradley City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____ -26

ASBURY, CARTER & CHANEY TRAFFIC SIGNAL IMPROVEMENT PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the Asbury, Carter & Chaney 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; and

WHEREAS, the City Council, by Resolution No. 196-26, dated the 18th day of May, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 1st day of June, 2026 on the plans, specifications, form of contract, and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement 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 Asbury, Carter & Chaney Traffic Signal Improvement Project in the estimated construction amount of $297,082.25, are hereby approved.

Passed, approved and adopted this 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 7.

ITEM TITLE:	Southwest Arterial / US 52 ITS Corridor Project
SUMMARY:	Proof of Publication on notice of public hearing to consider Southwest Arterial ITS Corridor Project and City Manager recommending approval. **RESOLUTION** Southwest Arterial / US 52 ITS Corridor Project, Approval of Plans, Specifications, Form of Contract, and Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Southwest Arterial _ US 52 ITS Corridor Project Public Hearing
2. SW Arterial ITS Corridor Project (51) - Council PH Staff MEMO
3. SW Arterial ITS Corridor Project (51) - PH Approve Plans Specs Contract Cost RESOLUTION

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Southwest Arterial / US 52 ITS Corridor Project
Public Hearing
Iowa DOT Project No. ITS-032-1 (51)--25-31
Project No. 5521000033

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and estimated cost of $1,791,400.00 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

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 27, 2026

SUBJECT: Southwest Arterial / US 52 ITS Corridor Project
Public Hearing
Iowa DOT Project No. ITS-032-1 (51)--25-31
Project No. 5521000033

INTRODUCTION

This memorandum requests the City Council conduct a public hearing date for the Southwest Arterial / US 52 ITS Corridor Project and initiate the public bidding process.

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 the City Council approve the plans, specifications, form of contract and construction estimate for the Southwest Arterial / US 52 ITS Corridor 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 the City Council conduct a public hearing to approve the plans, specifications, form of contract and estimated cost 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
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

F:\PROJECTS\SOUTHWEST ARTERIAL\ITS Corridor\Council and Staff\Public Hearing

Prepared by Dave Ness, Civil Engineer III, City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Trish L. Gleason, Assistant City Clerk, City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. _____ -26

SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

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. 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; and

WHEREAS, the City Council, by Resolution No. 197-26, dated May 18, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the Southwest Arterial / US 52 ITS Corridor Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on June 1, 2026, on the plans, specifications, form of contract, and estimated cost for the Southwest Arterial / US 52 ITS Corridor 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 Southwest Arterial / US 52 ITS Corridor Project in the estimated construction amount of $1,791,400.00, are hereby approved.

Passed, adopted and approved this the 1st day of June 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 8.

ITEM TITLE:	Private Lead Service Line Replacement Pilot Program - Phase 2
SUMMARY:	Proof of Publication on notice of public hearing to consider private lead service line replacement pilot program - phase 2 and City Manager recommending approval. **RESOLUTION** Giving Final Approval to, and Confirmation of, Plans, Specifications, Form of Contract and Estimate of Cost for the Lead Service Line Replacement - Phase 2 Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Private Lead Service Line Replacement Pilot Program - Phase 2 - Conduct Public Hearing and Approve Bidding Documents
2. Staff Memo Water LSLR P2 PH and Approve P&S Memo
3. Resolution and Notice - letting (Hrg Only) (LSLR Phase 2) (Dubuque 2026)-v1

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Private Lead Service Line Replacement Pilot Program - Phase 2 - Conduct Public Hearing and Approve Bidding Documents

DATE: May 27, 2026

Water Department Director Christopher Lester is recommending City Council adopt the resolution approving 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). Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

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.

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
Eldon Schneider, Water Project Supervisor
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Carl Plumley, Water Distribution Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: May 22, 2026

SUBJECT: Private Lead Service Line Replacement Pilot Program - Phase 2 - 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 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. 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.

DISCUSSION

The City Council approved Bid Initiation proceedings at its meeting on May 18, 2026, and the project was publicly advertised on May 22, 2026.

The public hearing for reviewing the proposed plans and specifications, form of contract, and estimated project cost is scheduled for June 1, 2026.

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 the City Council conduct a public hearing and adopt the resolution approving the plans, specifications, form of contract, and estimated cost for 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.

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\PH and Approve P&S - P2\Water LSLR P2 PH and Approve P&S Memo.docx

DORSEY
DORSEY+WHITNEY LLP

May 26, 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 attached the proceedings related to the hearing on, and approval of, the plans and specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 2 Project.

The materials attached include the following items:

1. Minutes of the June 1, 2026, City Council meeting covering the hearing on the plans and specifications. If there are no objections filed and if there are no objectors present at the meeting, please insert the word "no" in the blank space provided. If there are objectors, they should be listed with their names and the nature of their objections.

2. Resolution finally approving and confirming plans, specifications and form of contract.

3. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy 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
Trish Gleason
Origin Design

MINUTES OF MEETING TO APPROVE PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST

430411-NEW (L)

Dubuque, Iowa

June 1, 2026

The City Council of the City of Dubuque, Iowa, met on June 1, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

PUBLIC HEARING

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Lead Service Line Replacement - Phase 2 Project.

Upon investigation, it was found that _____ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 2 Project as follows:

(Insert the word "no" in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Lead Service Line Replacement - Phase 2 Project; whereupon, the Mayor declared the hearing closed.

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. ____

Resolution giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 2 Project

WHEREAS, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Lead Service Line Replacement - Phase 2 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on June 1, 2026;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 1, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Lead Service Line Replacement - Phase 2 Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundaries
SUMMARY:	City Manager recommending City Council refer to the recommendation letter from the Historic Preservation Commission indicating that by a vote of 5 to 0, the Historic Preservation Commission recommends to the City Council that the building at 2327 Central Avenue be kept in the Broadway Neighborhood Conservation District and then: 1. Approve or deny the request; or 2. Refer the request back to the Commission for modification. If the Council decides to proceed with approval of the removal, an ordinance has been provided for consideration. **ORDINANCE** 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 2327 Central Avenue
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo Big A Auto – Request to Alter Broadway Street Neighborhood Conservation District Boundaries
2. Staff Memo
3. HPC Ltr to CC - Alteration to Broadway Street Neighborhood Conservation District
4. Draft HPC Minutes 05-27-2026
5. SHPO Comment on NR Eligibility - 2327 Central Ave
6. May 27, 2026 - 2327 Central Ave - HPC Staff Report
7. Broadway Street Neighborhood Conservation District Map
8. 2327 Central Avenue Photo
9. 1973 Lawrence Sommers - Historic Sites Field Survey
10. 2000 Jim Jacobsen Iowa Site Inventory Form
11. Iowa Site Inventory Form - Not Dated #2
12. Iowa Site Inventory Form - Not Dated
13. Encyclopedia Dubuque

14. Central Avenue Block Map
15. 2327 Central Avenue - Beacon - Dubuque County, IA - Parcel Report_ 1013382004
16. Tenant Comment - DBQ Driving Academy
17. Big A Auto Letter
18. April 24 2026 Staff Memo - Alteration to Broadway Street Neighborhood Conservation District
19. Ordinance - Removal of 2327 Central Avenue

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Big A Auto – Request to Alter Broadway Street Neighborhood Conservation District Boundaries

DATE: May 28, 2026

Planning Services Director Wally Wernimont is recommending City Council refer to the recommendation letter from the Historic Preservation Commission and the information in the April 24th memo, enclosures, applications, maps and minutes to:

1) Approve or deny the request; or
2) Refer the request back to the Commission for modification.

If the Council decides to proceed with approval, an ordinance has been provided for consideration.

I concur with the recommendation and respectfully await Mayor and City Council direction.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

DATE: May 27, 2026

RE: Big A Auto – Request to Alter Broadway Street Neighborhood Conservation District Boundaries

INTRODUCTION
The purpose of this memo is to outline the procedural steps and provide background information regarding the proposed alteration of the Broadway Street Neighborhood Conservation District, following the referral made by the City Council.

BACKGROUND
In accordance with the Unified Development Code, Dan Reavis of Big A Auto submitted a written request to the City Council to alter the boundaries of the Broadway Street Neighborhood Conservation District, seeking to exclude the properties at 2311 and 2327 Central Avenue. At its May 4, 2026 meeting, the City Council approved the removal of 2311 Central Avenue from the conservation district, determining that the property was not architecturally or historically significant. At the same meeting, the City Council referred the request to remove 2327 Central Avenue from the district to the Historic Preservation Commission (HPC) for review and recommendation.

DISCUSSION
Under the Unified Development Code's Chapter 10 Historic Preservation Commission Applications and Procedures is the process for requesting an alteration of a conservation district.

> **Process for Establishment, Expansion or Alteration of Conservation District:** Any person may request that the city council establish, expand or alter a conservation district. The process for establishment, expansion or alteration of a conservation district is as follows:
>
> 1. A written request for the establishment, expansion or alteration of a conservation district must be submitted to the city clerk. At its next regular meeting following receipt of the request by the city clerk, the city council may:
>   a. Approve or deny the request;
>   b. Set the request for consideration at a subsequent meeting;
>   c. Set the request for a public hearing; or

d. Refer the request to the Historic Preservation Commission for a recommendation.

2. At its next regular meeting, if a referral is made to it by the city council, the Historic Preservation Commission will review the request, and make a recommendation to the city council to:

a. approve or deny the request, or

b. to table the request for additional information for a specified period not to exceed sixty (60) days.

Failure of the commission to act on the request within the sixty (60) day period, unless the applicant requests and the commission grants an extension of such time, constitutes commission approval thereof. The recommendation of the commission will be transmitted to the city clerk. The city clerk will promptly transmit the recommendation and the application to the city council for its consideration. In determining whether to recommend approval or denial of the request, the commission will consider whether the proposed conservation district, or the expansion or alteration of the district, has historic or architectural significance to the community.

3. At its next regular meeting following receipt of the recommendation of the commission by the city clerk, the city council will approve or deny the request or refer the nomination back to the commission for modification.

Historic Preservation Commission Review

At its May 27, 2026 meeting, within the 60-day review period allowed by code, the Historic Preservation Commission (HPC) reviewed the proposed alteration to the Broadway Street Neighborhood Conservation District. The HPC found that the building at 2327 Central Avenue is eligible for listing on the National Register of Historic Places under Criterion A for its association with the Schmid Brothers Brewery—a significant part of Dubuque's brewing history—and under Criterion C for its distinctive architectural characteristics as a relatively unaltered vernacular brick industrial building of substantial size and early construction date. By a unanimous vote (5–0), the HPC recommends that 2327 Central Avenue remain within the Broadway Street Neighborhood Conservation District, based on its historic and architectural significance as documented in professional surveys and by the National Register Program Staff of the State Historic Preservation Office.

City Council Review

As required by the UDC, at its next regular meeting following receipt of the recommendation of the commission by the city clerk, the city council will approve or deny the request or refer the nomination back to the commission for modification.

City Council Review Criteria

As you will notice, there are no set criteria for the City Council to follow when making a determination on alteration of a conservation district. This allows the City Council to weigh multiple factors when determining whether to approve the alteration to the district

boundaries. Please refer to my April 24, 2026 Memo to the City Manager for additional background and some potential criteria to consider.

RECOMMENDATION
Planning Services Staff recommend that the City Council refer to the recommendation letter from the Historic Preservation Commission and the information in the April 24th memo, enclosures, applications, maps and minutes to:

1) Approve or deny the request; or
2) Refer the request back to the Commission for modification.

If the Council decides to proceed with approval, an ordinance has been provided for consideration.

Enclosures

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 27, 2026

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

RE: Big A Auto – Request to Alter the Broadway Street Neighborhood Conservation District Boundaries

Dear Mayor and City Council Members:

The Historic Preservation Commission (HPC) acknowledges receipt of your referral concerning the proposed alteration of the Broadway Neighborhood Conservation District, specifically regarding the property at 2327 Central Avenue. This referral was made following your May 4, 2026 meeting, where the request for removal of 2327 Central Avenue from the district was forwarded to the Commission for review and recommendation, as outlined in Chapter 16-10-8 of the City's Unified Development Code.

During the May 27, 2026, Historic Preservation Commission meeting, the Commission reviewed the request. Our deliberations included a thorough examination of the following materials:

- The City staff report and survey documentation
- The Iowa Site Inventory Form prepared by James E. Jacobsen
- An email from the National Register Program Staff of the State Historic Preservation Office
- Additional historical and architectural evaluations

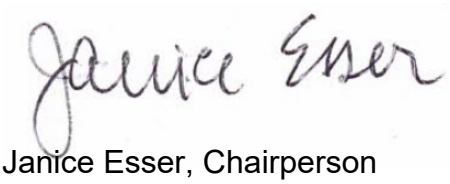
Based on these materials, the Commission determined that the property at 2327 Central Avenue is both architecturally and historically significant. The building is recognized under National Register Criterion A for its association with the Schmid Brothers Brewery, a key historic event in Dubuque's brewing history, and under Criterion C for its distinctive architectural characteristics as a relatively unaltered vernacular brick industrial building of large proportion and early date. This determination is supported by multiple professional surveys and an email from the National Register Program Staff of the State Historic Preservation Office.

Recommendation

By a vote of 5 to 0, the Historic Preservation Commission recommends to the City Council that the building at 2327 Central Avenue be kept in the Broadway Neighborhood Conservation District, based on the building meeting National Register

Criterion A & C as noted in the surveys and by the National Register Program Staff of the State Historic Preservation Office.

Respectfully submitted,



Janice Esser, Chairperson
Historic Preservation Commission

Attachments

Draft

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, May 27, 2026
2nd Floor, Historic Federal Building, Council Chambers, 350 W. 6th Street

Commissioners Present: Commissioners, Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Chairperson Janice Esser

Commissioners Excused: Tim Gau, Christina Monk, Chad Witthoeft

Commissioners Unexcused : none

Staff Members Present: Wally Wernimont and Chris Happ Olson

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

MINUTES: Commissioner Schwendinger noted that the May 19, 2026 Commission meeting minutes had two mistakes:

- To change the location of the meeting to reflect the Lacy Board room at the Carnegie Stout Public Library, and
- That Schwendinger abstained from the vote for the demolition at 500 Locust due to his employment by the applicant.

Motion by Schwendinger, seconded by Doyle, to approve the minutes of May 19, 2026 meeting as submitted and amended. Motion carried by the following vote: Aye – Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Janice Esser; Nay – none.

ACTION ITEMS:

NATIONAL REGISTER HISTORIC DISTRICT MODIFICATION COMMENT

Location:	Old Main Street National Register Historic District
Applicant:	Request from the State Historic Preservation Office (SHPO)
Owner:	Chadwick Block, LLC, 249 W 1st St. (owner requesting inclusion)
Project:	Expansion of the Old Main Street National Register Historic District to include the Chadwick Block at 249 W 1st Street

Staff person Happ Olson presented the request from the State Historic Preservation Office (SHPO) to comment on the proposed modification of the Old Main Street National Register Historic District to include the recently restored Chadwick Block at 249 W 1st Street. She described the owner's use of Historic Tax Credits and City funding to undertake the transformation of the structure. She noted the SHPO's request is in

regards to the National Register Nomination amendment made by the owner and their representatives, Heritage Works.

The nomination amendment makes the case for the Chadwick Block being eligible under National Park Service Criterion A for commerce and Criterion C for architecture. The nomination outlines that the time period of significance for the building meets the time period of significance for the Old Main Street district.

Commissioner Doyle noted that when he was at his former employer, Heritage Works, he worked on the project and nomination and that prior to the work being done, there were integrity issues that prevented it from being eligible for the National Register. Commissioner Schwendinger noted that he appreciated the project and felt inclusion in the district was a good idea. The Commission was in consensus that the project was commendable and that the structure qualified for inclusion.

The Commission agreed with the findings in the nomination, that the structure is locally significant under Criterion A, for Commerce, and Criterion C for Architecture. Its time period of significance is within the relevant period of significance for the district. Motion by Doyle, seconded by Pettitt, to send a letter of recommendation to City Council for approval of inclusion of the property within the district. Motion carried by the following vote: Aye - Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Janice Esser; Nay – none.

CONSERVATION DISTRICT MODIFICATION REQUEST

Location:	Broadway Neighborhood Conservation District
Applicant:	City Council request to provide recommendation as to whether the structure should be removed from the Broadway Neighborhood Conservation District
Owner:	Dan Reavis Properties, LLC (Dan Reavis) of 2327 Central Ave.
Project:	Request for removal of 2327 Central Ave. from conservation district

Staff person Happ Olson presented the staff report, referring to the nature of the request from the City Council, requesting comment on the potential removal of 2327 Central Avenue from the Broadway Neighborhood Conservation District. She presented a description of the site, historical information, photographs and maps related to the request. She referred to multiple architectural and historical surveys from 1973, 1978 and 2002. She presented new information gathered by staff. She noted the surveys have continually found the structure of interest and historically significant. Particularly, the professional evaluation in 2002 was found National Register eligible under criterion A and C, which was reviewed and agreed upon by the State Historic Preservation Office (SHPO). She referred to a recent request by staff to the SHPO for an updated evaluation, which was given in a letter dated May 26, 2026, finding the structure eligible for the National Register of Historic Places.

Dan Reavis, 16755 Budd Road, Dubuque Iowa 52002 and owner of 2327 Central Avenue, noted that the rear addition is separated from the structure by a six inch gap.

He has concerns that if he removes the rear section for which he already received approval to remove, it may damage the front section. He noted the upper floor is being rented and the first floor is occupied by a driving school. A few Commission questions requested more information about the condition of the structure and what kind of upkeep and maintenance has happened since the owner purchased it.

Happ Olson noted that the applicant has not submitted an Economic Non-Viability Application, but if they had, that these kinds of issues about ownership, maintenance, use, income, tax documents, structural evaluations, among other items, would be available for the Commission to review and base their decision on. However, because this comes from City Council and is only a request for comment on the potential removal of the property from the district boundaries, the Commission is required to simply determine if the building is architecturally or historically significant, and base their recommendation on that analysis.

Commissioner Doyle appreciated the item being sent back to the Commission for review and said he did not appreciate the process of removing properties to essentially poke holes in the district. Commissioners were in consensus that the evidence is clear that the structure is historically and architecturally significant.

Motion by Doyle, seconded by Schwendinger, to recommend to City Council that the building at 2327 Central Avenue be kept in the Broadway Neighborhood Conservation District, based on the building meeting National Register Criterion A & C as noted in the surveys and by the National Register Program Staff of the State Historic Preservation Office. Motion carried by the following vote: Aye - Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Janice Esser; Nay – none.

DEMOLITION REQUEST

Applicant:	Gary Carner
Owner:	G&R Preservation LLC, 1800 Washington Street
Address:	1836 Washington Street (garage only)
Project:	Removal of the only structure, a rear accessory building
District:	Washington Neighborhood Conservation District

Staff person Happ Olson presented the staff report. She noted photographs, maps, building permits, insurance records, surveys and other data that told the story of development of the property and the garage, which she estimated was built between 1964-1966 based on Sanborn fire insurance maps and building permits. She referred to the surveys performed in this neighborhood consistently finding the structure not eligible for the National Register of Historic Places.

Happ Olson described the criteria upon which demolition requests in Conservation Districts are made, evaluating whether the structure is eligible for the National Register of Historic Places. Commissioners were in consensus that there was not architectural interest or historical information to bolster such eligibility.

Motion by Pettitt, seconded by Doyle, to approve the application as submitted, noting the structure does not have architectural or historic significance based on the surveys and information provided. Motion carried by the following vote: Aye - Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Janice Esser; Nay – none.

ITEMS FROM PUBLIC: none

ITEMS FROM COMMISSION:
Bill Doyle recognized Gary Carner with an award for the work by GT Development LLC for saving the Jacob Rich House, a house nearly destroyed by fire. He described that Gary and his business partner Tom Kelzer have quietly been saving properties faced with catastrophe in Dubuque. They know the market, they are reasonable in their approach, and making huge impacts in Dubuque. Due to the fact that Gary and Tom could not attend the Historic Preservation Commission, he presented the 2026 Ken Kringle Award for the project. The Commission thanked Mr. Carner for his dedication to Dubuque.

ITEMS FROM STAFF:

Preservation Month
Staff person Happ Olson pointed to the Preservation Month Proclamation and the photo of the acceptance of the proclamation at the recent May 4 City Council meeting. She thanked Main Street for their leadership during Architecture Days and the Commissioners for their support during the proclamation and at the award ceremony.

UDC Update
Happ Olson noted that some of the process items regarding both demolition and changes to conservation districts that came up in the meeting tonight are good representations of why the Unified Development Code needs updating. Commissioners asked questions regarding the items. Planning Services Director Wally Wernimont answered questions about the code and demonstrated through presenting those code sections for reference.

ADJOURNMENT: Motion by Doyle, seconded by Pettitt to adjourn the May 27, 2026 Historic Preservation Commission meeting. Motion carried by the following vote: Aye - Bill Doyle, Heidi Pettitt, Rick Stuter, Adam Schwendinger, Janice Esser; Nay – none.

The meeting adjourned at 6:34 p.m.

Respectfully submitted,

_____ _____
Wally Wernimont, Planning Services Director Adopted

Christine Happ Olson

From: Christine Happ Olson
Sent: Tuesday, May 26, 2026 4:36 PM
To: aschwendinger.senior; bill.doyle@dubuquecountyiowa.gov; Chad Witthoeft; Christy Monk (christymonk@gmail.com); Heidi Pettitt; janiceannesser@gmail.com; Rick Stuter (rickstuter@gmail.com); Tim Gau
Cc: Renee Blosch; Matt O'Brien; Wally Wernimont; Trish Gleason
Subject: FW: Historic Property Preliminary Evaluation: Schmid Bros. Brewery Beer Hall, 2327 Central Avenue, Dubuque

Good Afternoon, Commissioners,

This correspondence from the State Historic Preservation Office (SHPO) is being added to the packet for the Historic Preservation Commission tomorrow, regarding the evaluation of the structure at 2327 Central Avenue. We requested an update for our records from the SHPO, which confirms the previous analysis that the structure is considered National Register eligible. The "preliminary" status refers to the fact that a National Register of Historic Places nomination form has not been submitted or reviewed by the State National Register Committee (SNRC) or the federal Advisory Council on Historic Preservation (ACHP). That is a separate process, however the state can make a preliminary determination on its own.

Please add this to the item to your packet for the 2327 Central Avenue item.

Thank you,
Chris

From: nationalregister@email.iowaeda.com <nationalregister@email.iowaeda.com>
Sent: Tuesday, May 26, 2026 3:49 PM
To: Christine Happ Olson <colson@cityofdubuque.org>
Subject: Historic Property Preliminary Evaluation: Schmid Bros. Brewery Beer Hall, 2327 Central Avenue, Dubuque

You don't often get email from nationalregister@email.iowaeda.com. Learn why this is important

This sender is trusted.

Dear Dubuque Historic Preservation Commission,

Thank you for submitting the Schmid Bros. Brewery Beer Hall, located at 2327 Central Avenue in Dubuque, for a Historic Property Preliminary Evaluation. SHPO staff concur that the property is eligible for listing in the National Register of Historic Places for local significance under Criterion A for its association with Dubuque's historic brewing and bottling industries. Additional research is recommended to confirm the property's local significance under Criterion C: Architecture.

To learn more about National Register eligibility, please see National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation.

Thank you for the opportunity to evaluate this property. If you have questions or concerns after reviewing the information above, please email Lorinda Bradley at nationalregister@iowaeda.com.

Kindest regards,

NATIONAL REGISTER PROGRAM

State Historic Preservation Office
IOWA ECONOMIC DEVELOPMENT AUTHORITY
nationalregister@iowaeda.com

Be advised that this determination is preliminary and based solely on the information provided at the time of the review. Additional research and documentation may be needed to actually nominate an "eligible" property to the National Register. That research may ultimately prove that the property is not, in fact, eligible for listing. Additional research may also prove that properties with a preliminary determination of "not eligible" are, in fact, eligible. This review does not constitute comment for the purposes of Section 106 of the National Historic Preservation Act, the State Historic Preservation Tax Credit Program, or the Federal Historic Preservation Tax Incentives Program.

**Please note, this email is being sent via ESHPO and you will not be able to respond directly. For any questions, please email Lorinda Bradley at nationalregister@iowaeda.com.

DEMOLITION PERMIT STAFF REPORT **Meeting Date: May 27, 2026**

Property Address: 2327 Central Avenue

Property Owner: Dan Reavis Properties LLC

Applicant: Dan Reavis

Project: Request to remove property from Conservation District

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Conservation District: Broadway Street Neighborhood **Landmark**: No
National Register Historic District: n/a
Local Historic District: n/a

Style: 2-part commercial block **Funding**: No **Date Built**: pre-1872

Present Land Use: Commercial 1st floor, residential 2nd floor **Existing Zoning**: C-2

Level of Significance:
Included – Iowa Statewide Survey 1973
City/State/National Significance – Kriviskey 1978/79
National Register Eligible – Jacobsen 2005

Level of Rehabilitation:
requesting district modification, with intention to demolish

Physical Characteristics: In Jim Jacobsen's 2005 Iowa Site Inventory Form #31-00429 he describes the property:

7. Narrative Description:

This hip roof two story massive brick double front was constructed as the brew hall for Schmid Brothers Brewery sometime prior to 1881. Simple in its design, the building (63x50) has a stone foundation and brick walls, a cast iron storefront, two centered entrances on the façade and a row of nine second floor windows. Stone lintels and sills are plainly cut and unadorned and set nearly flush to the exterior wall plane.

The Assessor dates the building to +/-1895 but the building is much earlier. There are five apartments on the second floor.

The structure has a series of additions at the rear. The brick extension pre-dates the 1884 Sanborn Fire Insurance Map.

Ownership: The structure is owned by Dan Reavis Properties, LLC since June 2018. The owner desires additional space in the lot for parking and/or a bay for the auto-service shop located south of this property. In April 2024 the owner requested and was granted permission to demolish a portion of the structure, but has not yet started the work.

Contemporary Imagery

May 2026 Imagery

Right: Looking Southwest at main structure from Central

Lower right: Looking West at primary façade from Central

Directly below: Looking Northwest from Central

Below right: looking North from Big A front parking lot

Above: Central Ave, looking Southwest

Left: Central Ave, looking south from Big A Auto lot

Below: Central Ave, looking north toward property

Far lower left: alternate view looking north

ABOVE LEFT: Historic section at front, needs repointing

ABOVE RIGHT: Section at rear previously approved for removal by Historic Preservation Commission (2024)

BELOW RIGHT: Front section with newer roof

BELOW RIGHT: Rear section

The rear porch and sections that were previously approved for removal by the HPC, as seen from the Big A parking lot at rear.

Left image taken from historic bus barn parking alley.

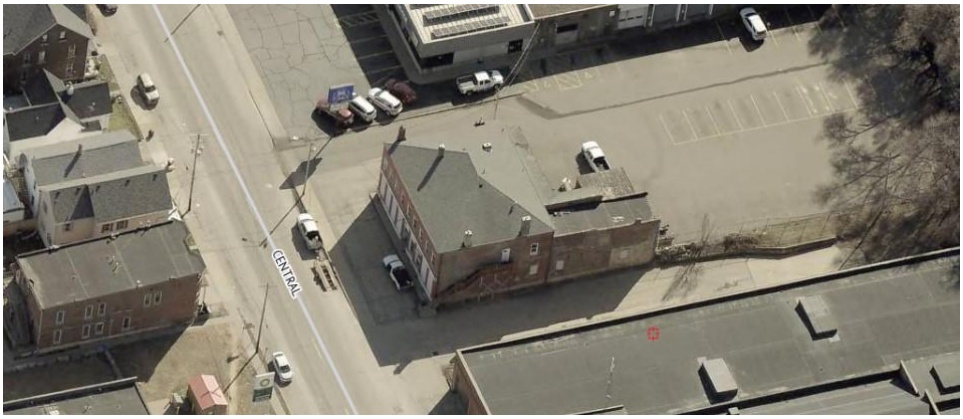
Below taken looking east toward rear of property

2024 Imagery showing Section approved for removal by Historic Preservation Commission

Similar imagery is used with a transparent yellow layer to show which sections the owner received permission for demolition over two years ago.

GIS Imagery – 2022
Showing parcel (left) and
Section removal (right)

From East

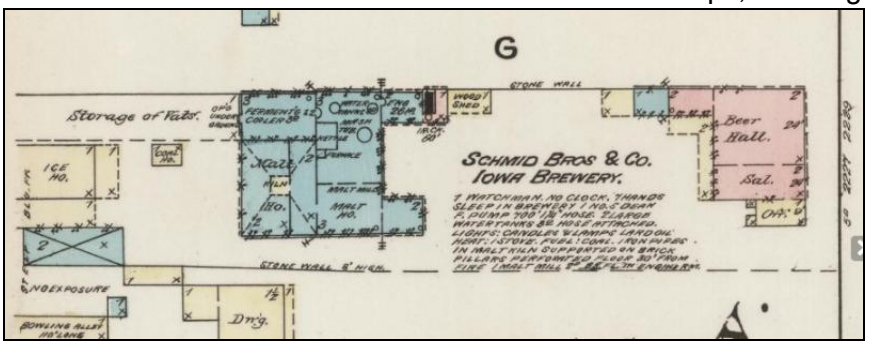


From North

From West

Imagery from Pictometry online, 03-2024

Historic Documentation: Sanborn Fire Insurance Maps, showing context



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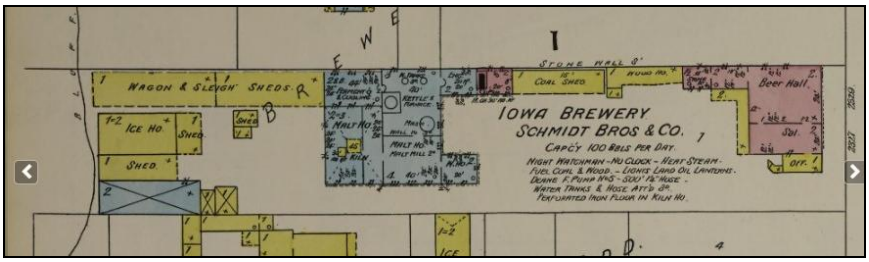

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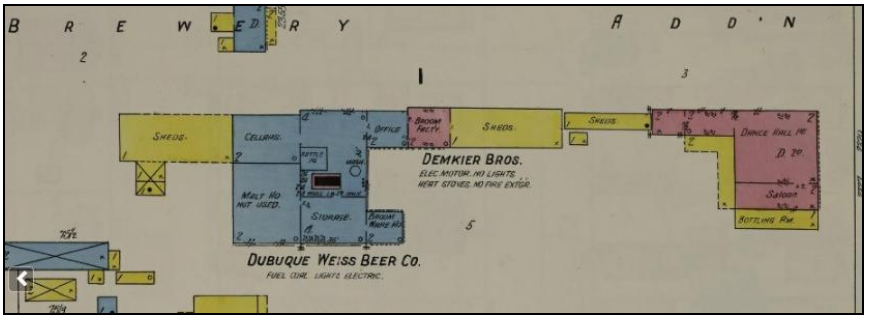

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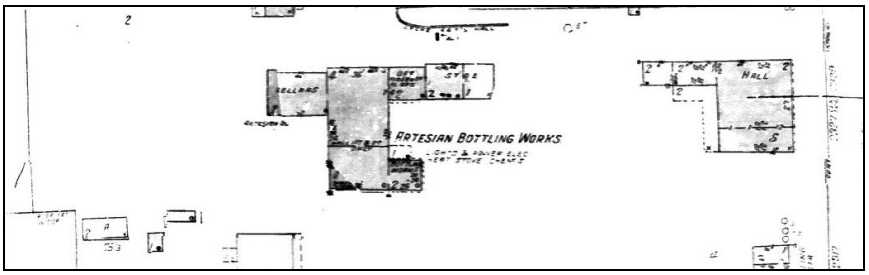

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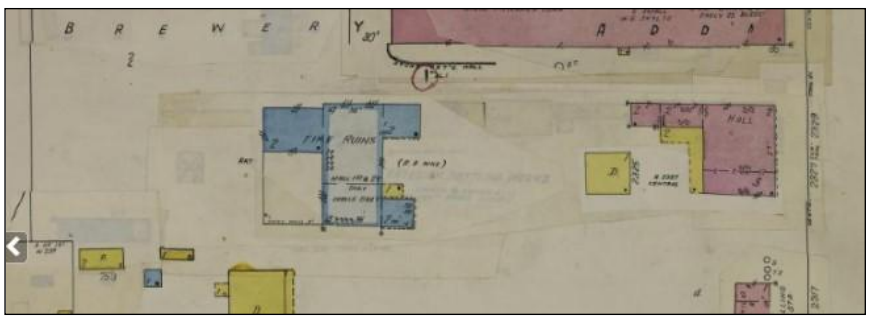
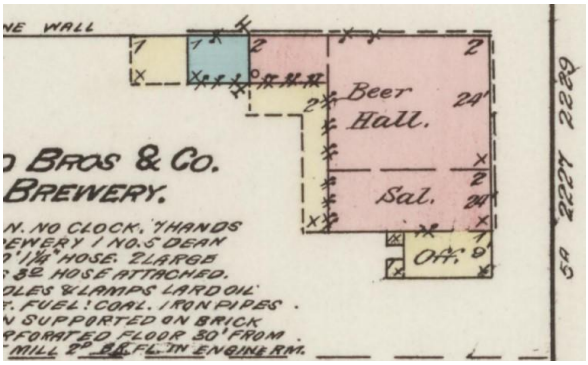


1950

Historic Documentation: Sanborn Fire Insurance Maps, showing structure



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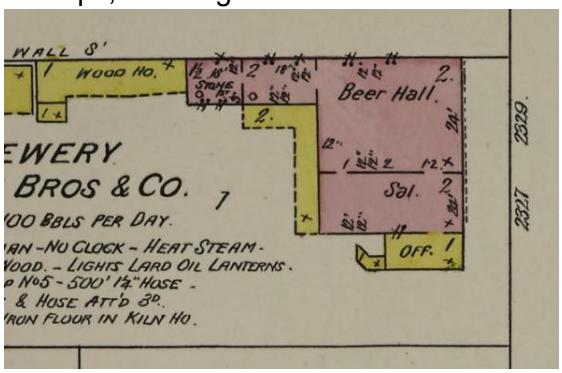

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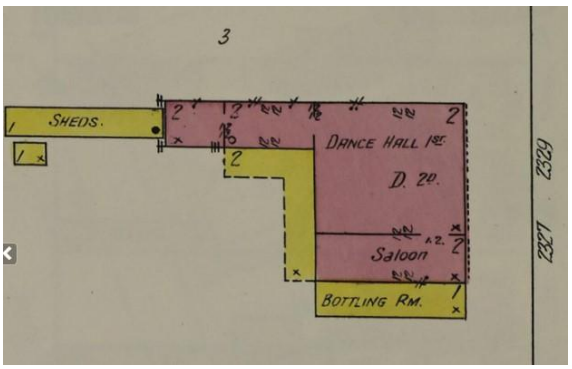

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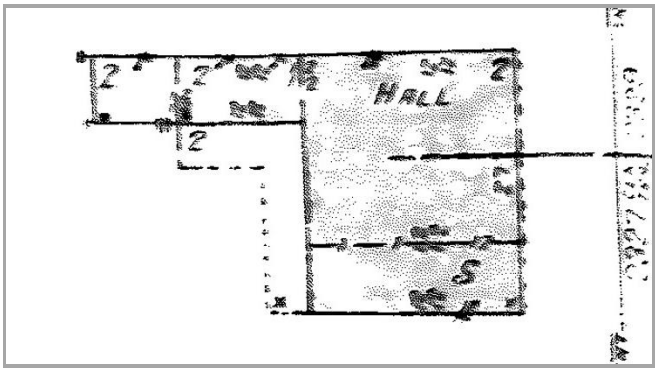

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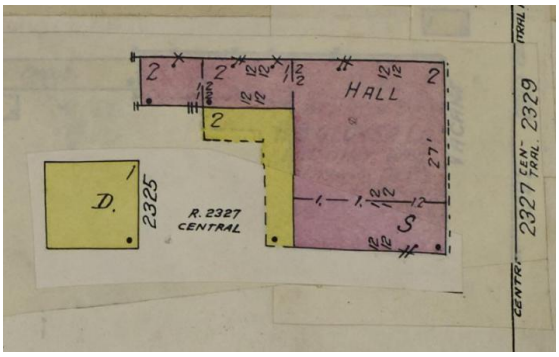

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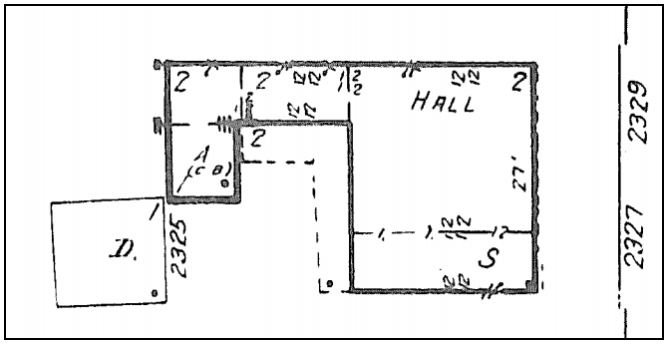
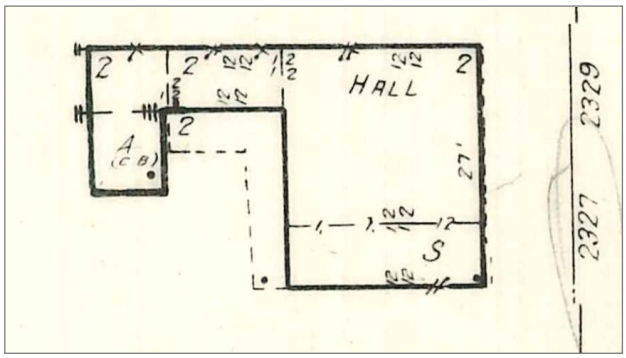
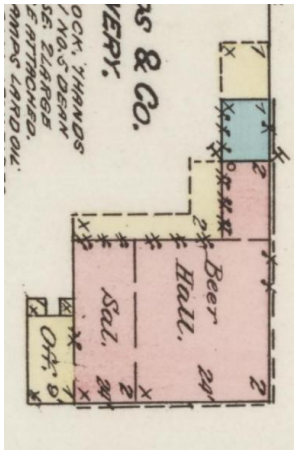


1964

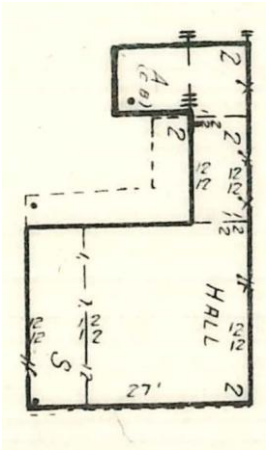


1970

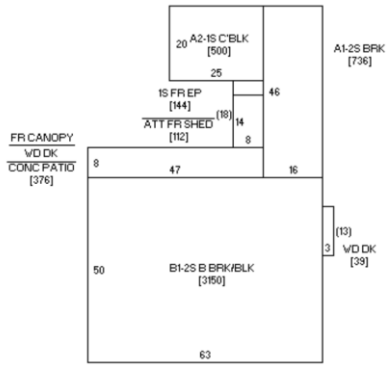
The main structure and most of its additions predate the 1884 map. The added rear garage appears between 1950-1964. The original office, shown in a historic photograph, is gone between 1891-1909.



1884 layout

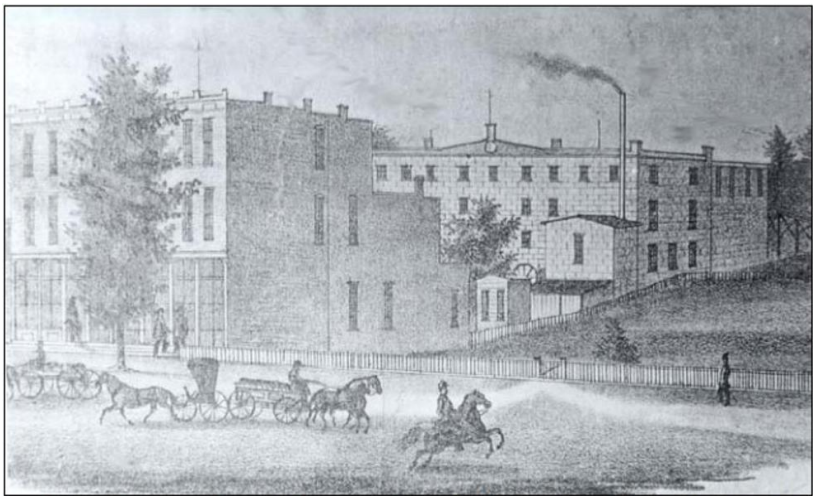


1970 layout

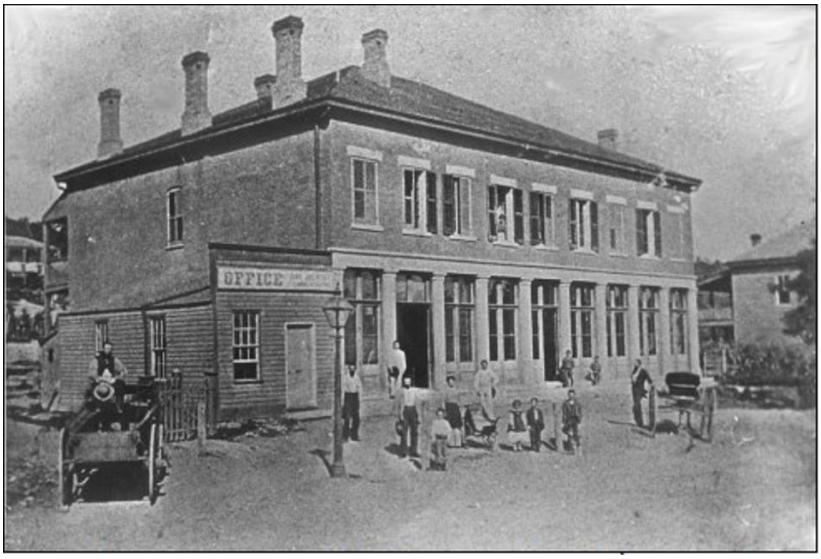


2023 layout

Historic Documentation:

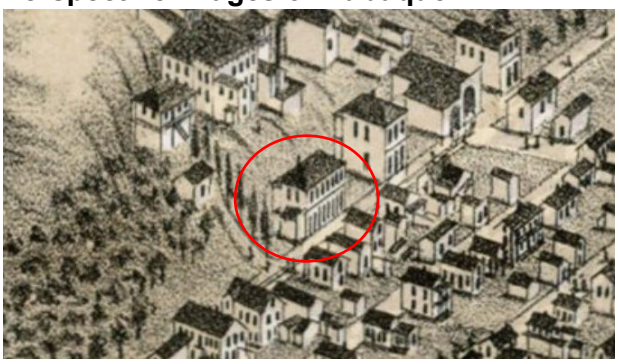


Undated artist rendering, later 19th century

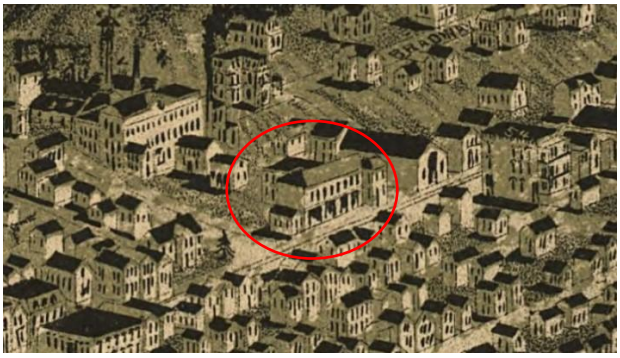


Later 19th Century photograph (showing office and frame dwelling to north)

Perspective Images of Dubuque



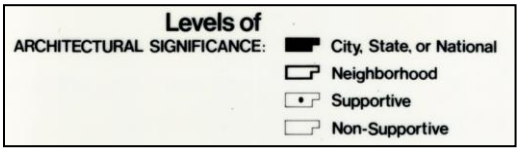
1872 present



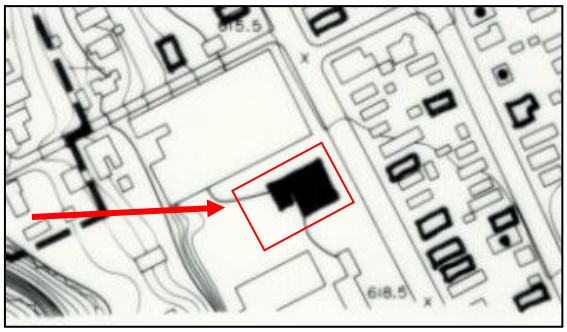
1889 present

<u>Statement of Significance</u>:

Kriviskey 1978-79 Survey



Map #13, City/State/National Significance



This historic district interactive map shows it in the Broadway Street Neighborhood Conservation District.

As part of the nomination an Iowa State Inventory Form #31-03272 was created and is enclosed in this report. The statement of signficance is is summarized at right and explained on the following page, written by Jim Jacobsen in 2002.

8. Statement of Significance

Applicable National Register Criteria

Y A: Significant Events
N B: Significant Persons
Y C: Architectural Characteristics
N D: Archaeology

(Y = Yes N = No M = More Research Recommended)

Area of Significance

<u>Architecture</u>

Narrative from ISIF #31-03272:

8. Narrative Statement of Significance:

This building is historical significant under Criterion A for its association with the Schmid Brothers Brewery and under Criterion C for its being a relatively unaltered vernacular brick industrial building of large proportion and an early date.

Apart from some curing caves in the bluffs, this is the only surviving building from a large number of large German-owned breweries which fronted along Couler/Central Avenue and occupied sites throughout the city. Two commercial brewery complexes survive from the later brewery period but this property alone represents and interprets the large number of earlier breweries which served the city and region throughout its history.

Schmid Brewery was the first Dubuque brewery to bottle its product for home use. It was originally built of stone in 1855 by founder Titus Schmid. The brewery proper was four stories high with a three-story kiln and malt house. It was one of the city's largest breweries with an annual capacity of 5,000 barrels and a payroll of 12 employees. In 1892 it consolidated with three other breweries to form Dubuque Brewing & Malting Company and the massive new facility in the north Couler Valley resulted in the mid-1890s. This plant became Dubuque Weiss Beer Company. It closed down operations in 1910. The Artesian Bottling Works, producers of soda water, then operated from this site. Their grapefruit drink was particularly popular. In 1938 John Shanahan purchased the plant from Gus Meyer. The main complex burned in 1945 (Lyon, p. 402).

City directories list Titus Schmid and B. Scherr as residing at or near this property and as brewery operators from 1857 through 1868, and as Iowa Brewery from 1868-71. Michael Blumenauer resided there and ran the Iowa Brewery. The brewery was listed as M. Blumenauer's 1873-75, William Meuser's 1877-84, again as Schmid Brothers (Alphonse and Titus Schmid) 1886-91. Schmidt's Hall is separately listed 1899-1900, operated by Alphonse J. Schmid and his wife Ida. The Schmidts lived in the same building and represented the Dubuque Malting Company. The building was a saloon and residence as of 1908. Frank F. Spahn ran the saloon, sponsored by the Dubuque Weiss Beer Company. Residents included Agatha M., John F., Ruth, and Augusta B. Spahn. It was still Spahn's Hall 1911-12.

The 1884 Sanborn Map addresses this property as 2227-29 Couler/Central Avenue. It served as the public front for Schmid Brewery. That complex sat directly behind this building and consisted of a huge square two-story malt house and associated structures. This building was curiously divided into a beer hall on the north two-thirds, and saloon to the south. A one-story frame office adjoined this building to the south. The same facility is depicted on the 1891 Sanborn Map. Spahn's Hall, Dubuque Weiss Beer Company, Demkier Brothers Broom Works, and Frank I. Meyer occupied the building as of 1911-12. The Artesian Bottling Works (F. X. Goehlen, later Mrs. M. U. Schenker, proprs.) and Schmidt's Hall was here 1925-1934, as was the Arcade Tavern.

Staff Analysis: The structure has been surveyed a number of times and found eligible for the National Register of Historic Places. The above professional evaluation, which was reviewed by and approved by the State Historic Preservation office, found the structure eligible under Criterion A for association with the Schmid Brother Brewery and Criterion C for its being a relatively unaltered vernacular brick industrial building of a large proportion and an early date. The structure appears not to have been altered since that determination of eligibility, other than a new roof to protect the structure installed in 2012 by the previous owner.

Role of the Commission: The Role of the Historic Preservation Commission is to review the information and, as per the City's Unified Development Code under Chapter 16-10-8 under subsections B, decide as to the following:

At its next regular meeting, if a referral is made to it by the city council, the commission will review the request, and make a recommendation to the city council to approve or deny the request, or to table the request for additional information for a specified period not to exceed sixty (60) days. Failure of the commission to act on the request within the sixty (60) day period, unless the applicant requests and the commission grants an extension of such time, constitutes commission approval thereof. The recommendation of the commission will be transmitted to the city clerk. The city clerk will promptly transmit the recommendation and the application to the city council for its consideration. In determining whether to recommend approval or denial of the request, the commission will consider whether the proposed conservation district, or the expansion or alteration of the district, has historic or architectural significance to the community.

Please note, the owner is requesting the property be considered for removal from the Conservation District. The applicant has not supplied a request for the commission to evaluate the economic viability of this property.

Standards for Demolition Review: As per the City's Unified Development Code under Chapter 16-10-8 under subsections C, the following criteria shall be considered:

1. The report, "Heritage Of Dubuque", dated March 1974, and filed on record on January 27, 1975, shall be considered as a comprehensive study for the historical preservation of the city and as one of the guides to be considered at such time as a demolition permit is applied for in a reference conservation district. The city of Dubuque's historic property inventory and any subsequent official architectural/historical surveys/evaluations and nominations to the national register of historic places prepared for any buildings located within the conservation districts described in subsection A of this section also shall be considered as guidelines at such time.

2. In determining whether a building has historic or architectural significance, the commission shall consider an application for a demolition permit in accordance with the standards for review set forth in the secretary of the interior's "standards for identification and evaluation", and any subsequent revisions of these standards and guidelines by the secretary of the interior. The commission shall also consider a determination from the state historical preservation office as to the potential eligibility for listing of the building proposed for demolition on the national register of historic places.

Staff analysis and collection of previous survey information is enclosed in this staff report.

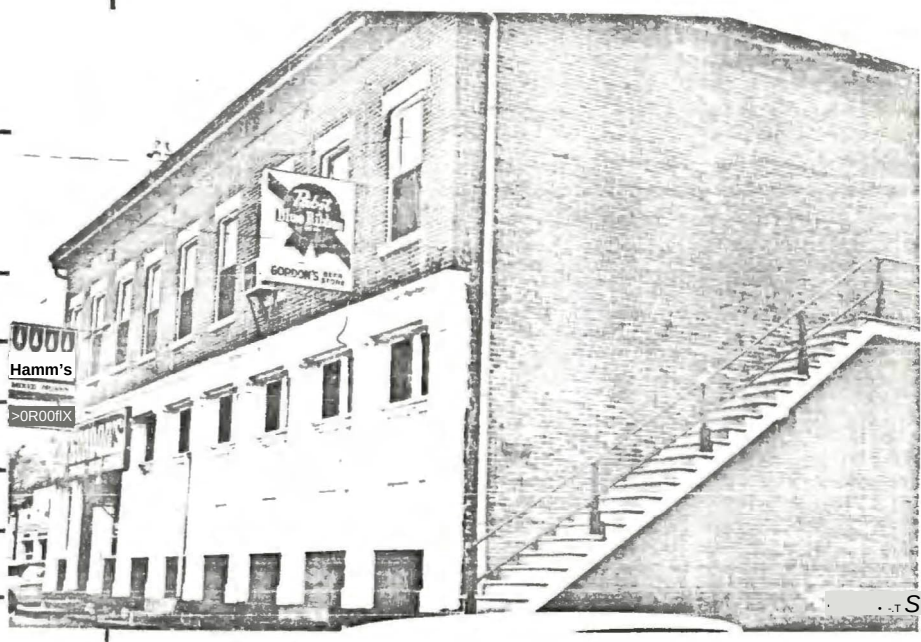
Requested Action: Please review the application using the applicable standards for review and determine whether the structure at 2327 Central Avenue possesses historic or architectural significance to the community. Based on your findings, provide a recommendation to the City Council on whether the Broadway Neighborhood Conservation District should be modified to remove this property.

Prepared by: Chris Happ Olson Reviewed by: Wally Wernimont Date: 05/22/26

BROADWAY STREET NEIGHBORHOOD CONSERVATION DISTRICT MAP
BROADWAY
GREELEY
JACKSON
25TH
WHITE
CENTRAL
24TH
VALERIA
CUSHING
FRANCIS
NAPIER
KAUFMANN
FOYE
CHAPPEL
KLEINE
MAIN
HEEB
KEY
Broadway Street Neighborhood Conservation Street Boundary
Subject Property -2327 Central Avenue

2327 Central Avenue

HISTORIC SITES FIELD SURVEY
DUBUQUE, IOWA



common Name Gorbis Beer Store

Address 33 /7 Cr-A>L\-»

Map Key nA-85 Year Built

Present Use Store plus 3 apartments

Present Owner

Present Occupant Gorbis 0>Q2A. store

Zoning Bus Dist. Material Brick

NATURE OF SITE

Building ,X
Area
Site
Other

SOURCE OF INTEREST

Cj Histarical
Architectural -X
Other

ARCHITECTURAL QUALITY

Exceptional -
Excellent
Good K
Fair
Poor

URBAN DESIGN VALUE

Great
Moderate X
Minor X

SIGNIFICANCE

Neighborhood X
City
State
National

STRUCTURAL CONDITION	Sound	Minor Repair	Major Repair	Critical
Foundation	—	X	—	—
Walls	—	X	—	—
Roof	—	X	—	—
Windows	—	X	—	—

Comments

MAINTENANCE	Excellent	Good	Fair	Poor
Structure	—	X	—	—
Site	—	—	X	—
Adj. Bldgs.	—	—	X	—
Adj. Prop.	—	—	X	—
Vicinity	—	—	X	—

Comments

Significant features

Is site threatened?.

Additional information 2329 occupied by CbviA Cungenheim

Date of Field Survey 4/22/23 Inspected by LS Photos L»~0 Mapped m-85

Site Inventory Form

State Historical Society of Iowa

inventory 31-03272

NR Status ~~Consultant - 1973~~ ~~Not Eligible~~
Consultant - 2000 **Opinion of Eligibility**

Printed from Database5/1/01

In District:

Review & Compliance #:

1. Name of Property NRHP Listed: Non-Extant: No Non-Extant Year:

historic name: Schmid Brothers Brewery Beer Hall/Sphan's Hall

other names: Fagan's Shoe Repair and Video Gordon't Beer Store Scottie's Dancing-Tavern Beer £torg

2. Location

street & number: 2327 Central Ave

City: Dubuque Vicinity: No County: Dubuque

Legal Description: (If Rural)

(If Urban) Subdivision: Brewery Addition Block: Lot:

5. Classification

Category of Property: Building(s)

Number of Resources within Property		
Contributing:	Non-Contributing:	
1	0	Buildings
0	0	Sites
0	0	Structures
0	0	Objects
1	0	Total

Name of related survey or MPS

HADB: 31 - 045 Dubuque-the Key City: The Architectural and Historical Resources of Dubuque, Iowa, 1837-1955

6. Function or Use

Historic Functions

COMMERCE/TRADE/restaurant/tavem

Current Functions

COMMERCE,TRADE

7. Description

Architectural Classification

Commercial: False Front

Materials

Foundation: Stone

Walls: Brick

Roof: Asphalt

Other:

8. Statement of Significance

Applicable National Register Criteria

Y A: Significant Events
N B: Significant Persons
Y C: Architectural Characteristics
N D: Archaeology

(Y = Yes N = No M = More Research Recommended)

Criteria Considerations

N A: Religious Institution
N B: Moved
N C: Birthplace or Grave
N D: Cemetery
N E: Reconstructed
N F: Commemorative Property
N G: Less than 50 Years of Age

Area of Significance

Architecture

Significant Dates

Construction Year:

1855 ☐ Circa

Other Dates:

Significant Person: Architect: Builder:

10. Geographic Data

UTM References:

Photo/Slide:	Roll/Sheet#	Frame Slot	Year:	Photo/Slide:	Roll/Sheet#	Frame Slot	Year:
P	**1405**	**22A**	**1900**	**P**	**1418**	**42**	**1900**
P	**7422**	**19**	**2000**				

Site Inventory Form 2000
State Historical Society of Iowa
(December 1, 1999)

State Inventory No. 31-03272 ☒ New ☐ Supplemental
☐ Part of a district with known boundaries (enter inventory no.)
Relationship: ☐ Contributing ☐ Noncontributing
☐ Contributes to a potential district with yet unknown boundaries
National Register Status:(any that apply) ☐ Listed ☐ De-listed ☐ NHL ☐ DOE
9-Digit SHPO Review & Compliance Number
☐ Non-Extant (enter year)

1. Name of Property

historic name Schmid Brothers Brewery Beer Hall/Spahn's Hall

other names/site number Fagan's Shoe Repair and Video

2. Location

street & number 2327 Central Avenue
city or town Dubuque ☐ vicinity, county Dubuque
Legal Description: (If Rural) Township Name Township No. Range No. Section Quarter of Quarter

(If Urban) Subdivision BreweyAdd. Block(s) Lot(s) see below

3. State/Federal Agency Certification *[Skip this Section]*

4. National Park Service Certification *[Skip this Section]*

5. Classification

Category of Property (Check only one box)

£3 building(s)
☐ district
☐ site
☐ structure
☐ object

Number of Resources within Property

If Non-Eligible Property Enter number of:		*If Eligible Property, enter number of:* Contributing	Noncontributing	
1	buildings	1	0	buildings
	sites			sites
	structures			structures
	objects			objects
1	Total	1	0	Total

Name of related project report or multiple property study (Enter "N/A" if the property is not part of a multiple property examination).

Title	*Historical Architectural Data Base Number*
The Architectural and Historical Resources of Dubuque, 1833-1955	31-045

6. Function or Use

Historic Functions (Enter categories from instructions)

02G04-beer hall

Current Functions (Enter categories from instructions)

02-Commercial trade

7. Description

Architectural Classification (Enter categories from instructions)

09F01 Commercial

Materials (Enter categories from instructions)

foundation Stone
walls brick
roof Asphalt
other

Narrative Description (E SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

8. Statement of Significance

Applicable National Register Criteria (Mark "x" representing your opinion of eligibility after applying relevant National Register criteria)

0 Yes ☐ No ☐ More Research Recommended A Property is associated with significant events.
☐ Yes [3 No ☐ More Research Recommended B Property is associated with the lives of significant persons.
S Yes ☐ No ☐ More Research Recommended C Property has distinctive architectural characteristics.
☐ Yes S No ☐ More Research Recommended D Property yields significant information in archaeology or history.

County Dubuque
City Dubuque

Address 2327 Central Avenue

Site Number 31-03272
District Number

Criteria Considerations

- ☐ A Owned by a religious institution or used for religious purposes.
- ☐ B Removed from its original location.
- ☐ C A birthplace or grave.
- ☐ D A cemetery
- ☐ E A reconstructed building, object, or structure.
- ☐ F A commemorative property.
- ☐ G Less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance (Enter categories from instructions)

Architecture

Significant Dates

Construction date

1855 ☒ check if circa or estimated date

Other dates

Significant Person
(Complete if National Register Criterion B is marked above)

N/A

Architect/Builder

Architect

N/A

Builder

Unknown

Narrative Statement of Significance (☐ SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

9. Major Bibliographical References

Bibliography ☒ See continuation sheet for citations of the books, articles, and other sources used in preparing this form

10. Geographic Data

UTM References *(OPTIONAL)*

	Zone	*Easting*	*Northing*		*Zone*	*Easting*	*Northing*
1				2			
3				4			

☐ See continuation sheet for additional UTM references or comments

11. Form Prepared By

name/title James E. Jacobsen

organization History Pays! Historic Preservation Consulting Firm date July 16, 2000

street & number 4411 Ingersoll Avenue telephone 515-274-3625

city or town Des Moines state IA zip code 50312

ADDITIONAL DOCUMENTATION (Submit the following items with the completed form)

FOR ALL PROPERTIES

1. *Map:* showing the property's location in a town/city or township.
2. *Site plan:* showing position of buildings and structures on the site in relation to public road(s).
3. *Photographs:* representative black and white photos. If the photos are taken as part of a survey for which the Society is to be curator of the negatives or color slides, a photo/catalog sheet needs to be included with the negatives/slides and the following needs to be provided below on this particular inventory site:

Roll/slide sheet #	7422	Frame/slot#	19	Date Taken	03-07-00
Roll/slide sheet #		Frame/slot#		Date Taken	
Roll/slide sheet #		Frame/slot #		Date Taken	

☐ See continuation sheet or attached *photo & slide catalog sheet tor* list of photo roll or slide entries. Photos/illustrations without negatives are also in this site inventory file.

FOR CERTAIN KINDS OF PROPERTIES, INCLUDE THE FOLLOWING AS WELL

1. *Farmstead & District:* (List of structures and buildings, known or estimated year built, and contributing or non-contributing status)
2. *Barn:*
   a. A sketch of the frame/truss configuration in the form of drawing a typical middle bent of the bam.
   b. A photograph of the loft showing the frame configuration along one side.
   c. A sketch floor plan of the interior space arrangements along with the barn's exterior dimensions in feet.

State Historic Preservation Office (SHPO) Use Only Below This Line

Concur with above survey opinion on National Register eligibility: O Yes O *No* |~~|*More Research Recommended*

☐ *This is a locally designated property or part of a locally designated district.*

Comments:

Evaluated by (name/title): *Date:*

Schmid Brothers Brewery Beer Hall/Soahn's Hall — Name of Property
Dubuque — County
2327 Central Avenue — Address
Dubuque — City

7. Narrative Description:

This hip roof two story massive brick double front was constructed as the brew hall for Schmid Brothers Brewery sometime prior to 1881. Simple in its design, the building (63x50) has a stone foundation and brick walls, a cast iron storefront, two centered entrances on the fagade and a row of nine second floor windows. Stone lintels and sills are plainly cut and unadorned and set nearly flush to the exterior wall plane.

The Assessor dates the building to +/-1895 but the building is much earlier. There are five apartments on the second floor.

8. Narrative Statement of Significance:

This building is historical significant under Criterion A for its association with the Schmid Brothers Brewery and under Criterion C for its being a relatively unaltered vernacular brick industrial building of large proportion and an early date.

Apart from some curing caves in the bluffs, this is the only surviving building from a large number of large German-owned breweries which fronted along Couler/Central Avenue and occupied sites throughout the city. Two commercial brewery complexes survive from the later brewery period but this property alone represents and interprets the large number of earlier breweries which served the city and region throughout its history.

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City directories list Titus Schmid and B. Scherr as residing at or near this property and as brewery operators from 1857 through 1868, and as Iowa Brewery from 1868-71. Michael Blumenauer resided there and ran the Iowa Brewery. The brewery was listed as M. Blumenauer's 1873-75, William Meuser's 1877-84, again as Schmid Brothers (Alphonse and Titus Schmid) 1886-91. Schmidt's Hall is separately listed 1899-1900, operated by Alphonse J. Schmid and his wife Ida. The Schmidts lived in the same building and represented the Dubuque Malting Company. The building was a saloon and residence as of 1908. Frank F. Spahn ran the saloon, sponsored by the Dubuque Weiss Beer Company. Residents included Agatha M., John F., Ruth, and Augusta B. Spahn. It was still Spahn's Hall 1911-12.

The 1884 Sanborn Map addresses this property as 2227-29 Couler/Central Avenue. It served as the public front for Schmid Brewery. That complex sat directly behind this building and consisted of

Schmid Brothers Brewerv Beer Hall/Soahn's Hall	Dubuque
Name of Property	County
2327 Central Avenue	Dubuque
Address	City

a huge square two-story malt house and associated structures. This building was curiously divided into a beer hall on the north two-thirds, and saloon to the south. A one-story frame office adjoined this building to the south. The same facility is depicted on the 1891 Sanborn Map. Spahn's Hall, Dubuque Weiss Beer Company, Demkier Brothers Broom Works, and Frank I. Meyer occupied the building as of 1911-12. The Artesian Bottling Works (F. X. Goehlen, later Mrs. M. U. Schenker, proprs.) and Schmidt's Hall was here 1925-1934, as was the Arcade Tavern.

9. Major Bibliographical References:

Sanborn Fire Insurance Maps, 1884, 1891, 1909/36
Dubuque City Directories, 1857, 1859, 1865, 1867, 1868, 1870, 1873, 1874, 1877, 1878, 1880, 1881, 1883, 1886, 1890, 1899, 1902, 1908, 1011, 1915, 1925, 1934
Bruce Kriviskey, *Dubuque, Iowa-Architectural Survey 1978/1979, Atlas of City Wide and District Survey Maps,* Dubuque; n.p., c.1979
Randolph Lyon, Encyclopedia of Dubuque, p. 402.

J5
UK
r?
FAGAN'S
FAGAN
BB1ES

IOWA SITE INVENTORY

Division of Historic Preservation
Iowa State Historical Department
26 E. Market St., Iowa City, Iowa 52240

Site Number _____
District Name _____
Map Reference# _____

IDENTIFICATION

1. Site Name "Scottie's Dancing--Tavern Beer Store"
2. Village/Town/City Dubuque Township _____ County Dubuque
3. Street Address 2327 Central
4. Legal Location _____ _____ _____ _____ _____ _____
   Urban: Rural[1] | subdivision townsnip | block range | parcel faction | subporcel 1/4 section-1/4 section
5. UTM Location: zone easting _____ northing _____; Acreage _____
6. Owner(s) Name _____
7. Owner(s) Address _____
   (Street address) (City) (State) (Zip)
8. Use: present Tavern (commercial) original Commercial

DESCRIPTION

9. Date of Construction _____ Architect/Builder _____
10. Building Type: Dsingle family dwelling Omultiple family dwelling BJcommercial
    ☐industrial ☐educational Mother institutional Dpublic Oreligious ☐agricultural
11. Exterior Walls: Dclapboard Dstone Kbrick ☐board & batten Qshingles Qstucco
    ☐other _____
12. Structural System: Dwood frame with interlocking joints
    ☐wood frame with light members (balloon frame) ☐masonry load-bearing walls
    ☐iron frame Osteel frame with curtain walls ☐reinforced concrete
    other _____
13. Condition: ☐excellent Dgood Klfair ☐deteriorated
14. Integrity: Doriginal site moved- if so, when? _____
    Notes on alterations, additions (with dates and architect, if known) and any other notable features of building and site: Star clamps front facade
15. Related Outbuildings and Property; Dbarn Dother farm structures
    ☐carriage house ☐ garage ☐privy ☐other ----------
16. Is the building endangered/ Qno Dyes- if so, why? ----------
    _____
17. Surroundings of the building: Qopen land ☐woodland ☐scattered outbuildings
    ☐densely built-up [2 commercial nindustrial ☐residential Qother _____
    _____
18. Map
19. Photo
    Rol11AQ5Frame 22/V View Looking NW

SIGNIFICANCE (indicate sources of information for all statements)

20. Architectural Significance
☐ a. Key structure/individually may qualify for the National Register
☐ b. Contributing structure ☐ c. Not eligible / intrusion

21. Historical Significance Theme(s)_____
☐ a. Key structure/individually may qualify for the National Register
☐ b. Contributing structure de. Not eligible/intrusion

22. Sources (for primary and secondary sources, give complete facts of publication: author, title, place of publication, date, etc.)-.

Prepared by _____ Date _____
Address _____ Telephone _____
Organization _____

FOR DIVISION OF HISTORIC PRESERVATION USE ONLY

1. OFFICE INFORMATION SOURCES ON THIS PROPERTY
☐ COUNTY RESOURCE FILE
☐ WINDSHIELD SURVEY
☐ NATIONAL REGISTER
☐ GRANTS-IN-AID: _____
☐ DETERMINATION OF ELIGIBILITY
☐ REVIEW AND COMPLIANCE PROJECT: _____
☐ OTHER _____
☐ OTHER _____
☐ OTHER _____

2. SUBJECT TRACES
a. _____
b. _____
c. _____
d. _____
e. _____

3. PHOTO IMAGFS 1405 / J10

Iowa Site Inventory

Division of Historic Preservation
Iowa State Historical Department
26 E. Market St., Iowa City, Iowa 52240

Site Number _____
District Name _____
Map Reference t _____

Identification

1. **She Name** _____
2. **Village/Town/City** Dubuque _____ **Township** _____ **County** Dubuque _____
3. **Street Address** 2327 Central _____
4. **Legal Location** _____
   Urt»n: Rurl,; subdivision township block ranjte parcel section subparcel % section of H aadion
5. **UTM Location: zone**----------**easting** _____ **northing** _____; **Acreage** _____
6. **Owner(s) Name** _____
7. **Ownerfs) Address** _____
   (Street address) (City) (State) (Zip)
8. **Use: Present** _____ **Original** _____

Description

9. **Date of Construction** _____ **ArchitecVBuilder** _____
10. **Building Type:**
    ☐ single-family dwelling ☐ industrial ☐ other institutional ☐ religious
    ☐ multiple-family dwelling ☐ educational ☐ public ☐ agricultural
    ☑ commercial
11. **Exterior WaNs:** ☐ clapboard ☐ stone ☐ r,/brick ☐ board and batten ☐ shingles ☐ stucco
    ☐ other _____
12. **Structural System:** Qwood frame with interlocking joints Owood frame with light members (balloon frame)
    ☐ masonry load-bearing walls ☐ iron frame ☐ steel frame with curtain walls ☐ reinforced concrete
    ☐ other _____
13. **Condition:** □excellent ☐ good Qfair □deteriorated
14. **Integrity:** ☐ original site ☐ moved—if so, when? _____
    Notes on alterations, additions (with dates and architect, if known) and any other notable features of building and site:
15. **Related Outbuildings and Property:** ☐ barn ☐ other farm structures ☐ carriage house ☐ garage ☐ privy
    ☐ other ----------
16. **Is the building endangered?** ☐ no ☐ yes—if so, why?----------
17. **Surroundings of the building:** ☐ open land □woodland ☐ scattered outbuildings ☐ densely built-up □commercial
    ☐ industrial ☐ residential ☐ other ----------

18. **Map**

19. Roll 141 8 Frame 42 View looking NW

Significance (Indicate sources of information for all statements)

19. Architectural significance

- ☐ a. Key structure/individually may qualify for the National Register
- ☐ b. Contributing structure
- O c. Not eligible/intrusion

20. Historical Significance **Theme(s)** _____

- ☐ a. Key structure/individually may qualify for the National Register
- ☐ b. Contributing structure
- ☐ c. Not eligible/intrusion

21. Sources (for primary and secondary sources, give complete facts of publication: author, title, place of publication, date, etc.):

Prepared by _____ **Date** ----------

Address _____ **Telephone** ----------

Organization ---------- _____

For Division of Historic Preservation Use Only

1. Office Information Sources on this Property

- ☐ County Resource File
- ☐ Windshield Survey
- ☐ National Register
- ☐ Crants-In-Aid: _____
- ☐ Determination of Eligibility

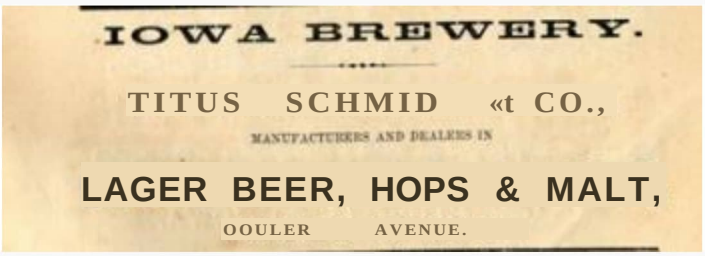
2. Subject Traces

a. _____
b. _____
c. _____
d. _____
e. _____

- ☐ Review and Compliance Project: _____
- ☐ Other _____
- ☐ Other ----------
- ☐ Other _____

3. Photo Images 1418/42

IOWA BREWERY



Dubuque City Directory, 1857-1858. Photo courtesy: Bob Reding

IOWA BREWERY. This local brewery located at 2327 and 2329 Couler Avenue was founded in 1855 by Titus SCHMID, Franz SCHERR, and F. Beck using the firm name of SCHMID BREWERY.

Renamed SCHMID BROTHERS AND COMPANY and later the Iowa Brewery, it was the first in Dubuque to bottle beer. At peak production, the brewery produced 7,000 barrels annually with its dozen employees earning weekly wages of about seventy dollars.

The firm operated until October, 1868 when, it members having died, Mrs. B. Scherr purchased a half interest from the survivors and held it one year. At that time, Kiene & Rhomberg became interested and M. Blumenauer conducted the business. Between 1869 and 1878 Joseph H. RHOMBERG was one of the owners.

In 1877 William MEUSER and the heirs of Titus SCHMID purchased the property. The brewery was improved and capacity was raised to 15,000 barrels annually. The company employed twelve workmen, earning a total of $620 per week. In 1887 the Schmid family bought out the Meuser interest and ran the brewery for five years.

In 1892 this company joined with others to form the DUBUQUE BREWING AND MALTING COMPANY. This company closed down in 1896. In 1904 the old Iowa Brewery buildings were reactivated by the DUBUQUE WEISS BEER COMPANY. This company failed in 1912.

The property was then purchased by the ARTESIAN BOTTLING COMPANY. In 1945 a fire destroyed all the buildings except for the old beer hall.

The beer hall originally served as a home for Titus Schmid and his family including his wife and six children. The upper level was the family's quarters while the lower level served as a beer hall and offices.

In 1900 the sons of Titus Schmid and their families moved out of the family home. The DEMKIER BROTHERS BROOM WORKS occupied the lower level with the owners again living on the second floor. From 1912 through the 1930s the lower level hosted a series of taverns while the second level was rented out. Schmid's Hall operated by Gus Meyer occupied the lower level from 1912 to 1918. From 1937 until the early 1960s, William Vander Meullen operated the ARCADE HALL AND TAVERN.

Prior to Fagan's Shoe Repair & Hobbies locating there in 1988 the lower level saw Gordon's Beer Store, Scottie's Tap & Beer, and The Brewery.

Source:

Carlson, Randy. **The Breweries of Iowa.** Arrow Printing: Bemidji, Minnesota, p. 31-32

Gibson, Mike. Yesterday and Today. The *Golden View.* February 2012

Information booklet accompanying Bob Reding's display of Dubuque memorabilia from 2007-2010 at the Old Jail

Central Avenue Block

City of Dubuque Aerial Imagery, 2024

Pictometry Imagery Oblique View Looking West, March 2024

Pictometry Imagery Oblique View Looking East, March 2024

Dubuque County, IA

Summary

Parcel ID	1013382004
Alternate ID	CONSERVATION DISTRICT
Property Address	2327 CENTRAL AVE DUBUQUE IA 52001
Sec/Twp/Rng	N/A
Brief Tax Description	E 125'-E 165'-N 80'-LOT 5 AND S 4'-LOT 3 BREWERY ADD (Note: Not to be used on legal documents)
Deed Book/Page	2018-6411 (6/12/2018)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Class	C - COMMERCIAL; M - Residential (MR R3+) (Note: This is for tax purposes only. Not to be used for zoning.)
District	DUBA - DUBUQUE CITY/DBQ COMM SCH
School District	DUBUQUE COMM. SCHOOL DIST

Owners

Deed Holder
Dan Reavis Properties LLC
16727 Budd Rd
Dubuque IA 52002
Contract Holder
Mailing Address
Dan Reavis Properties LLC
16727 Budd Rd
Dubuque IA 52002

Land

Lot Area 0.29 Acres ;12,720 SF

Commercial Buildings

Total GBA 8,261 SF

Building 1: Store - Retail Small, Solid Brick - 8", 2 Story, Built - 1895, 3150 SF, Bsmt - 3150 SF, HVAC - Forced Hot Air, Roof - Asph. Shingle/ Wood Dk, Condition - Below Normal
Adjustments: A/C - no upper, 3150 SF
A/C - deduct, 3150 SF

Addition 1: Warehouse (Storage), Solid Brick - 8", 2 Story, Built - 1895, 736 SF, Bsmt - 0 SF HVAC - No HVAC, Roof - Rubber Membrane/Wood
Adjustments: Heat - none, 1472 SF

Addition 2: Warehouse (Storage), C'Blk or Tile - 8", 1 Story, Built - 1952, 500 SF, Bsmt - 0 SF HVAC - No HVAC, Roof - Metal/ Frm/ Insul (< 50' Wide)
Adjustments: Heat - none, 500 SF
Plumbing - none, 500 SF

Plumbing: 4 - 3-Fixture Bathroom 4 - Sink-Kitchen 1 - Toilet Room

Building Extras:
#1- Porch (Commercial), 39 SF, Wood Deck, Average Pricing, 1895, Qty1
#2- Canopy, 376 SF, Frame, Average Pricing, 1895, Qty1
#3- Porch (Commercial), 376 SF, Wood Deck, Average Pricing, 1895, Qty1
#4- Porch (Commercial), 376 SF, Concrete Patio, Average Pricing, 1895, Qty1
#5- Porch (Commercial), 144 SF, Porch (commercial), Average Pricing, 1895, Qty1
#6- ATT FR SHED, Quantity=144.00, Units=Square Feet, Height=8, 1895, Qty1
#7- Door, O.H. - Door - Manual, 8 Ft Wide, 7 Ft High, 1952, Qty2

Yard Extras

#1 - (1) Paving - Asphalt 1,500 SF, Asphalt Parking, Average Pricing, Built 1970
#2 - (1) Paving - Asphalt 2,200 SF, Asphalt Parking, Average Pricing, Built 1970

Permits

Permit #	Date	Description
B24-0582	05/23/2024	Misc
1108-16	11/07/2016	Misc
1953-12	09/21/2012	T/O & Reroof

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/7/2018	FAGAN, AARON V & FRANCINE A	DAN REAVIS PROPERTIES, LLC	18-6411	Normal	Deed		$135,000.00

Includes sales on or after 1/1/2003

Valuation

	Classification	2026 Commercial / Residential (Mr R3+)	2025 Commercial / Residential (Mr R3+)	2024 Commercial / Residential (Mr R3+)	2023 Commercial / Residential (Mr R3+)
+	Assessed Land Value	$57,200	$57,200	$45,800	$45,800
+	Assessed Building Value	$114,080	$114,080	$89,280	$89,280
+	Assessed Dwelling Value	$69,920	$69,920	$54,720	$54,720
=	**Gross Assessed Value**	**$241,200**	**$241,200**	**$189,800**	**$189,800**
-	Exempt Value	$0	$0	$0	$0
=	**Net Assessed Value**	**$241,200**	**$241,200**	**$189,800**	**$189,800**

Tax Statements

2025 (PDF)

2024 Tax Statements

2024 (PDF)

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024
+	Taxable Land Value	$21,724	$21,226	$25,024
+	Taxable Building Value	$42,347	$41,375	$39,474
+	Taxable Dwelling Value	$25,955	$25,359	$24,193
=	**Gross Taxable Value**	**$90,026**	**$87,960**	**$88,691**
-	Homestead 65+ Exemption	$0	$0	$0
-	Military Exemption	$0	$0	$0
=	**Net Taxable Value**	**$90,026**	**$87,960**	**$88,691**
x	Levy Rate (per $1000 of value)	30.31761	30.12380	31.55253
=	**Gross Taxes Due**	**$2,729.38**	**$2,649.69**	**$2,798.42**
-	Ag Land Credit	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$2,730.00**	**$2,648.00**	**$2,800.00**

Tax History

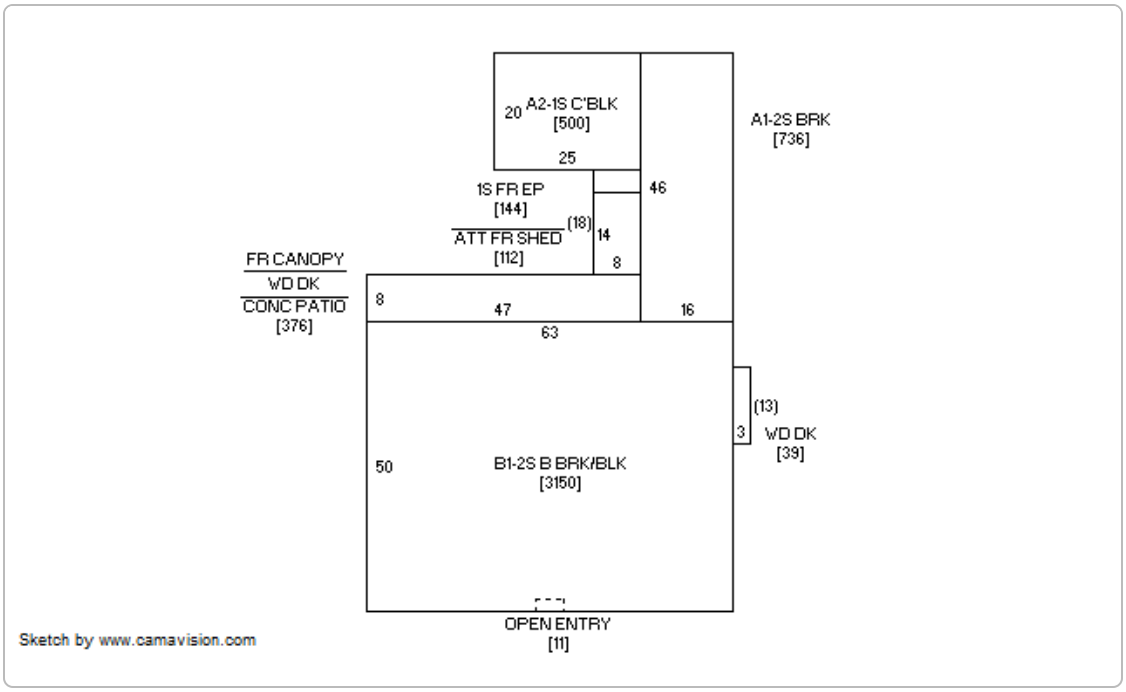
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$1,365	Yes	2/27/2026	424745
	September 2025	$1,365	Yes	9/11/2025	
2023	March 2025	$1,324	Yes	3/4/2025	327293
	September 2024	$1,324	Yes	9/12/2024	
2022	March 2024	$1,400	Yes	3/7/2024	223121
	September 2023	$1,400	Yes	9/7/2023	
2021	March 2023	$1,433	Yes	3/1/2023	137291
	September 2022	$1,433	Yes	9/7/2022	

Photos

Show Deed/Contract

Show Deed/Contract

Sketches



City of Dubuque Tax Credit Applications

Apply for Homestead, Military, or Sales Questionnaire

No data available for the following modules: Exempt Acres, Residential Dwellings, Agricultural Buildings, County Treasurer Notes, Tax Sale Certificates, Dubuque County Tax Credit Applications.

The information in this web site represents current data from a working file which is updated regularly. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein or its use.
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Last Data Upload: 4/28/2026, 9:10:32 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

Christine Happ Olson

From: Matt O'Brien
Sent: Thursday, May 7, 2026 11:28 AM
To: Wally Wernimont; Christine Happ Olson
Cc: Shena Moon; Jason Duba; Travis Schrobilgen; Renee Blosch
Subject: FW: Concerns Regarding Delay on 2327 Central Ave Decision

Wally and Chris –

See below from Planning email.

- Matt

From: Susie Quinn <squinndda@gmail.com>
Sent: Wednesday, May 6, 2026 8:30 PM
To: Planning <planning@cityofdubuque.org>
Subject: Concerns Regarding Delay on 2327 Central Ave Decision

You don't often get email from squinndda@gmail.com. Learn why this is important

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Dear City of DBQ Historical Preservation Commissioners,

I am writing to express my disappointment in the continued delay regarding the decision on the property at 2327 Central Avenue.

As the owner of DBQ Driving Academy and a tenant in the building since 2020, I can speak firsthand to its condition. The structure is deteriorating from the inside out, and there is little remaining that reflects meaningful historical value. In my time there, only one individual has ever recognized or understood the building's original significance.

The Historical Preservation Commission exists to protect and preserve history for future generations. However, there is nothing left within this building to truly preserve. If the intent is to honor its legacy, I respectfully believe that effort would be better served through photographs, records, and recognition of what the building once represented—not by allowing it to continue deteriorating into an eyesore and safety concern.

The prolonged delay in action will create more negative economic impact than positive benefit for the community. Continued uncertainty affects not only the property owner but also the businesses, employees, and customers connected to the site.

From a business perspective, this continued uncertainty creates real challenges. As a growing small business, I rely on stability and safe, functional space for both my employees and customers. The cost of necessary repairs to make this building suitable for long-term use is not feasible, and the current

conditions make it difficult to plan for the future. At this time, I cannot confidently commit to continuing operations in this location.

It is also extremely alarming as a member of this community to see ordinance versus resolution considerations seemingly favored differently depending on the situation, especially when the outcome being requested would benefit the city as a whole. Consistency and fairness in decision-making matter to business owners and residents alike.

I urge the Council to move forward with a timely and fair decision that prioritizes safety, economic growth, and the long-term well-being of local businesses and the surrounding community.

Thank you for your time and consideration.

Thanks Much,
Susie Quinn
Owner/ Behind The Wheel Instructor

Alive @ 25 NSC Instructor
Insurance Agent
563-590-9169
www.dbqdrivingacademy.com

Permission from City Council requesting the alteration of a conservation district to not include the 2327 & 2311 Central Avenue

Subject: To Remove Structures at 2311 and 2327 Central Ave From the Conservation District

Executive summary

I am requesting approval to remove the 2327 central Ave building and Big A Auto building from the conservation district, the 2327 building which is severely dilapidated, partially historically significant building on my property, it may have been historic at one time but over the years and previous owners neglect and changes to the property no longer looks like the historic building it was once a long time ago and is in serious decay.
Justification for partial demolition of the back half has already been approved by the commission,- Safety & liability: The existing structure is in advanced decay, presenting structural and public-safety hazards. Partial removal has reduced risk but leaving the remainder creates ongoing safety exposure.
- Historic mitigation: While the building has some historic value, its current condition limits adaptive reuse and to badly altered by previous owners and no longer presents itself as "HISTORIC" Therefore requesting the city council to allow properties be removed from the conservation district.

Sincerely,

Dan Reavis
Owner, Big A
2311 Central Ave, Dubuque
563-599-5742 | Dan@Bigaautodbq.com

RECEIVED
2025 APR 13 AM 11:36
City Clerk's Office
Dubuque, IA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

DATE: April 24, 2026

RE: **Big A Auto – Request to Alter Broadway Street Neighborhood Conservation District Boundaries**

INTRODUCTION

The purpose of this memo is to provide information to the City Council regarding a request submitted by Dan Reavis, owner of Big A Auto, to alter the boundaries of the Broadway Street Neighborhood Conservation District. Specifically, Big A Auto is requesting the removal of 2311 Central Avenue (Big A Auto Building) and 2327 Central Avenue (Former Fagans Shoe Repair (c.1988-2021 and the Schmid Bros. & Co Beer Hall, and subsequent beer halls, 1855-1986) from the conservation district.

BACKGROUND

On behalf of Big A Auto, Dan Reavis, property owner, submitted a formal request to the City Clerk seeking the removal of the 2311 and 2327 Central Avenue from the Broadway Street Neighborhood Conservation District. The owner has indicated that the reason for removal of 2327 Central Avenue is because the building is unsafe, has lost much of the historic character over time, and is no longer practical or realistic to preserve.

What is a Conservation District?

The Unified Development Code defines a conservation district as:

> CONSERVATION DISTRICT: An area designated by ordinances of the city council which:
> A. Has defined geographic boundaries;
> B. Contains contiguous pieces of property under diverse ownership;
> C. Encompasses areas of historically and architecturally significant buildings, sites, structures, objects, or districts, including potential national or local historic districts; and
> D. Is important to maintain and preserve for its economic and social value and as a neighborhood or area of affordable housing.

Establishment of the Broadway Street Neighborhood Conservation District
On February 10, 1975, the City Council adopted Ordinance No. 7-75, designating seven neighborhoods, including the Broadway Street Neighborhood, as areas containing notable concentrations of historically and architecturally significant buildings. The ordinance recognized that preserving and maintaining these structures serves the public interest, while unchecked demolition could undermine future City efforts to protect these valuable cultural and architectural assets. Therefore, the ordinance established a temporary delay on the demolition of such significant buildings, allowing the City Council sufficient time to explore viable alternatives to demolition. (see attached Broadway Street Neighborhood Conservation District Map)

Demolition Permit in Conservation Districts
Demolition permits in conservation districts are reviewed by the Historic Preservation Commission (HPC). Property owner(s) or applicants with property owner's permission submit an application to the HPC. The HPC then reviews the application and documentation and makes a determination as to the following:

1) Whether the building proposed for demolition has historic or architectural significance to the community.

2) Whether denial of the proposed demolition permit would prevent the property owner from earning a reasonable economic return on the property.

If the HPC finds that denial of the application would prevent the property owner from earning a reasonable economic return on the property, or that the building does not have any historical or architectural significance to the community, the HPC will approve the application.

If the commission finds that denial of the application would not prevent the property owner from earning a reasonable economic return on the property, and that the building has historical or architectural significance to the community, the HPC will deny the permit application.

HPC Demolition Permit Review of 2327 Central Avenue
On April 18, 2024, the HPC reviewed and approved a demolition permit request to remove the rear sections of 2327 Central Avenue noting that demolition of the rear portion of the structure would not detract from the historic front portion of the structure. The following are the minutes of the meeting:

Staff Member Happ Olson presented the staff report noting the previously established levels of significance for the property, the structural history of the property, reviewed a number of images, and described the state of the structure currently. Happ Olson also discussed the proposed partial demolition. She found that the 1979 Kriviskey survey noted city/state/national significance and the 2005 Jacobsen survey noted the building was National Register eligible. She noted that the front portion of the building was the former beer hall and has historic

significance. The portion to be demolished is located at the rear of the structure and appeared to be in poor condition.

Staff also reminded the Commission of their role, which is to review the information and decide as to the following:

> *1. Whether the building proposed for demolition has historic or architectural significance to the community; if so*
>
> *2. Whether denial of the proposed demolition permit would prevent the property owner from earning a reasonable economic return on the property.*

Staff concluded that the owner is requesting demolition only and has not submitted an Economic Nonviability application for this portion of the structure.

At the meeting, Dan Revis, 16755 Budd Road, spoke in favor of the request. He said the rear portion of the building is in terrible shape, that it does not look nice, that none of the windows are original. He said it would cost a fortune to repair the rear portion but said the front is salvageable. He said the retaining wall which is crumbling onto the neighboring property will also need to be replaced.

Staff noted that the entire rear of the property was parged and it is difficult to determine the condition of the structure underneath. She pointed to the corner of the building where it appeared a damaged downspout had led to severe water damage.

The commissioners discussed the proposal noting that the property owner inherited some of the damage by neglect. Esser noted that the entire rear of the building is in poor condition and the amount of damage on the corner is significant. Doyle noted that the beer hall at the front of the building is clearly historic, and the rear would likely have its own importance but noted removal of the rear would not damage the integrity of the front portion. Monk concurred with previous statements relating to history and function. Pettitt concurred and stated the front portion of the building stands on its own as a historic structure. The Commission discussed whether an approval could be granted to demolish the rear given there is general agreement that the front portion is historic. Staff member Happ Olson noted that the review is an interpretation and that they have the option to view the two portions separately and then determine if the demolition would impact the historic property.

Motion by Monk, seconded by Esser, to approve the application as submitted noting that demolition of the rear portion of the structure would not detract from the historic front portion of the structure. Motion carried by the following vote: Dement, Doyle, Esser, Gau, Monk, and Pettitt; Nay – none.

Note: Attached are the following documents as it relates to April 18, 2024, approval of the demolition request to remove the rear additions:

- HPC Notice of Decision
- Demolition Review Application
- HPC Demolition Permit Staff Report
- 2000 Jim Jacobsen – Iowa Site Inventory Form
- Iowa Site Inventory Form – Not Dated
- 1973 Lawrence Sommers – Historic Sites Field Survey
- Iowa Site Inventory Form – Not Dated
- Encyclopedia Dubuque – Iowa Brewery (www.EncyclopediaDubuque.org), 04-08-2024

Architectural and Historic Significance of 2327 Central Avenue

As noted in the staff report, surveys and minutes of the HPC, the existing building at 2327 Central Avenue is identified as being not only Architecturally Significant but Historically Significant.

> *The following is the narrative statement of significance from the Jim Jacobsen Survey:*
>
> *This building is historically significant under Criterion A for its association with the Schmid Brothers Brewery and under Criterion C for its being a relatively unaltered vernacular brick industrial building of large proportion and an early date. Apart from some curing caves in the bluffs, this is the only surviving building from a large number of large German-owned breweries which fronted along Couler/Central Avenue and occupied sites throughout the city. Two commercial brewery complexes survive from the later brewery period, but this property alone represents and interprets the large number of earlier breweries which served the city and region throughout its history.*
>
> *Schmid Brewery was the first Dubuque brewery to bottle its product for home use. It was originally built of stone in 1855 by founder Titus Schmid. The brewery proper was four stories high with a three-story kiln and malt house. It was one of the city's largest breweries with an annual capacity of 5,000 barrels and a payroll of 12 employees. In 1892 it consolidated with three other breweries to form Dubuque Brewing & Malting Company and the massive new facility in the north Cooler Valley resulted in the mid-1890s. This plant became Dubuque Weiss Beer Company. It closed down operations in 1910. The Artesian Bottling Works, producers of soda water, then operated from this site. Their grapefruit drink was particularly popular. In 1938 John Shanahan purchased the plant from Gus Meyer. The main complex burned in 1945 (Lyon, p. 402).*
>
> *City directories list Titus Schmid and B. Scherr as residing at or near this property and as brewery operators from 1857 through 1868, and as Iowa Brewery from 1868-71. Michael Blumenauer resided there and ran the Iowa*

Brewery. The brewery was listed as M. Blumenauer's 1873-75, William Meuser's 1877-84, again as Schmid Brothers (Alphonse and Titus Schmid) 1886-91. Schmidt's Hall is separately listed 1899-1900, operated by Alphonse J. Schmid and his wife Ida. The Schmidts lived in the same building and represented the Dubuque Malting Company. The building was a saloon and residence as of 1908. Frank F. Spahn ran the saloon, sponsored by the Dubuque Weiss Beer Company. Residents included Agatha M., John F., Ruth, and Augusta B. Spahn. It was still Spahn's Hall 1911-12.

The 1884 Sanborn Map addresses this property as 2227-29 Couler/Central Avenue. It served as the public front for Schmid Brewery. That complex sat directly behind this building and consisted of a huge square two-story malt house and associated structures. This building was curiously divided into a beer hall on the north two-thirds, and saloon to the south. A one-story frame office adjoined this building to the south. The same facility is depicted on the 1891 Sanborn Map. Spahn's Hall, Dubuque Weiss Beer Company, Demkier Brothers Broom Works, and Frank I. Meyer occupied the building as of 1911-12. The Artesian Bottling Works (F. X. Goehlen, later Mrs. M. U. Schenker, proprs.) and Schmidt's Hall was here 1925-1934, as was the Arcade Tavern.

Architectural and Historic Significance of 2311 Central Avenue

Planning Staff have determined based on historical documentation which includes building permit/water tap records, Sanborn Fire Insurance Map, historical surveys, etc. that the building is not architecturally or historically significant.

The following is the narrative state of significance:

The Kriviskey 1978-79 city-wide survey identifies the subject structure as non-supportive. This area was included in Phase I of the early 21st Century surveys led by Jim Jacobsen though none of the structures at the property are noted in any way. The structures are not identified as contributing and no ISIF form exists. Staff analysis of the new 1993 section which is in front of the 1958 section is that it is a non-descript storefront that has neither historic nor architectural value. The removal of the gas station to create the 1993 new section removed context for rear bays, which do not appear to have historic or architectural value.

REQUESTED ACTION

In accordance with the Unified Development Code, Dan Revis of Big A Auto has submitted a written request to the City Council to alter the boundaries of the Broadway Street Neighborhood Conservation District to exclude the properties at 2311 and 2327 Central Avenue.

Under the Unified Development Code's Chapter 10 Historic Preservation Commission Applications and Procedures is the process for requesting an alteration of a conservation district.

Process for Establishment, Expansion or Alteration of Conservation District: Any person may request that the city council establish, expand or alter a conservation district. The process for establishment, expansion or alteration of a conservation district is as follows:

1. A written request for the establishment, expansion or alteration of a conservation district must be submitted to the city clerk. At its next regular meeting following receipt of the request by the city clerk, the city council may:
    a. Approve or deny the request;
    b. Set the request for consideration at a subsequent meeting;
    c. Set the request for a public hearing; or
    d. Refer the request to the Historic Preservation Commission for a recommendation.

2. At its next regular meeting, if a referral is made to it by the city council, the Historic Preservation Commission will review the request, and make a recommendation to the city council to:
    a. approve or deny the request, or
    b. to table the request for additional information for a specified period not to exceed sixty (60) days.

Failure of the commission to act on the request within the sixty (60) day period, unless the applicant requests and the commission grants an extension of such time, constitutes commission approval thereof. The recommendation of the commission will be transmitted to the city clerk. The city clerk will promptly transmit the recommendation and the application to the city council for its consideration. In determining whether to recommend approval or denial of the request, the commission will consider whether the proposed conservation district, or the expansion or alteration of the district, has historic or architectural significance to the community.

3. At its next regular meeting following receipt of the recommendation of the commission by the city clerk, the city council will approve or deny the request or refer the nomination back to the commission for modification.

DISCUSSION

As you will notice, there are no set criteria for the City Council to follow when making a determination on alteration of a conservation district. This allows the City Council to weigh multiple factors when determining whether to approve the alteration to the district boundaries. The following are some criteria the City Council may use to make a determination:

Conservation District

The Unified Development Code defines a conservation district as one that:

A. Has defined geographic boundaries;
B. Contains contiguous pieces of property under diverse ownership;
C. Encompasses areas of historically and architecturally significant buildings,

sites, structures, objects, or districts, including potential national or local historic districts; and
D. Is important to maintain and preserve for its economic and social value and as a neighborhood or area of affordable housing.

Criteria D notes it is important to maintain and preserve buildings for their economic and social value as a part of a neighborhood or area of affordable housing. Buildings located close to a front property line often play a structural and functional role that extends beyond the individual parcel. They help define the street edge, support continuity of the urban fabric, and contribute to the overall sense of place. When this massing is removed, it can create a gap that feels abrupt or unfinished, which may weaken the cohesion of the surrounding block.

From a social perspective, buildings that define continuous street walls often support pedestrian activity, informal community interaction, and neighborhood identity. When that continuity is broken, the area may become less walkable and feel less cohesive, which can gradually weaken the neighborhood's social fabric over time (See Central Avenue Block Map).

Mixed-Use Building

The building at 2327 Central Avenue is classified as a mixed-use building. Under the City of Dubuque Unified Development Code (UDC), a mixed-use building is generally defined as a development that includes two or more different types of uses within the same building or site. These uses can include combinations such as residential housing, retail shops, offices, or other compatible commercial or civic uses.

In simple terms, it means one building is designed to serve more than one purpose. For example, apartments or homes on upper floors with businesses like a café, store, or office on the ground floor. The UDC allows and encourages this type of development in appropriate areas because it supports more active, walkable, and flexible neighborhoods while still following zoning for compatibility and scale.

Mixed-use buildings in older residential neighborhoods are helpful because they bring everyday services closer to where people live. When small shops, offices, or other uses are added to or built into homes or older buildings, people can walk to get what they need instead of driving. This makes the neighborhood more convenient and active, and it helps keep older buildings in use instead of sitting empty or falling into disrepair.

They also help keep neighborhoods feeling safer and more lively throughout the day. When there are people coming and going for different reasons like living there, working there, or shopping there: it creates more activity on the street. That "natural activity" can make areas feel more welcoming and better cared for. Over time, this mix of uses can help older neighborhoods stay stable, useful, and connected without losing their character.

Note: This structure has an active business (Dubuque Driving Academy 2021-present) in the commercial storefront following the closing of Fagan Shoe Repair and four apartments on the second floor.

Affordable Housing

The current building houses four apartments on the second floor. The Imagine Dubuque 2037 Comprehensive Plan sets a long-term vision for the city focused on creating "livable neighborhoods and housing" that offer a mix of quality, affordable, and accessible housing options for residents across income levels. The plan specifically supports reinvestment in existing neighborhoods and encourages housing strategies that maintain and strengthen established community fabric rather than reduce it. At the same time, recent City of Dubuque housing studies consistently show a significant shortage of housing units and a strong need to preserve and expand existing housing supply to meet demand, especially for working and middle-income households.

Within that context, removing four existing residential units can be viewed as counter to both the Imagine Dubuque goals and current housing needs. Reducing units in an established neighborhood also works against the goal of maintaining stable, livable neighborhoods by decreasing available housing options and potentially limiting affordability over time. In simple terms, when the city is already short on housing, taking units out of service makes it harder to meet community needs and maintain the balance of housing types that support neighborhood stability.

Another important factor is that this building already has existing infrastructure in place like access to streets, water, sewer, sidewalks, and utilities that are already built and maintained. Keeping and reusing housing makes efficient use of that investment. When units are removed, it does not just reduce housing, it can also weaken the return on that infrastructure and push growth outward instead. That outward expansion often leads to "sprawl," where the city must extend roads and utilities farther out, which is more expensive for taxpayers and less efficient than using what is already in place. In contrast, maintaining housing in established areas supports stronger neighborhoods while making better use of existing public investment. The continued support of mixed use development helps make existing neighborhoods safer and more vibrant.

Properties are located on separate lots

The properties at 2311 Central Avenue and 2327 Central Avenue are located on separate lots (See City Assessor Records and maps). With the property at 2327 Central Avenue being acquired by the applicant in 2018. An alternative to demolishing 2327 Central Avenue would be to sell the property to another party who may be interested in rehabilitating and reusing the building. This approach could allow the structure to be preserved while providing an opportunity for redevelopment and continued use by a new owner.

City plans for the Upper Central Avenue corridor, as outlined in recent planning efforts, focus on reinvestment, revitalization, and encouraging the reuse of existing buildings rather than vacancy or removal. A key goal for the corridor is to strengthen its role as a

mixed-use, neighborhood-serving area where housing, small businesses, and community uses can coexist. This vision is already being reflected through ongoing and recent redevelopment activity, including the adaptive reuse of properties such as the Holy Ghost School and Convent and other structures along Central Avenue. These projects demonstrate a broader pattern of investing in existing buildings to maintain neighborhood character while bringing new life and uses into underutilized properties.

Additional reinvestment is also occurring at important nodes within the corridor, including the rehabilitation of the former pharmacy at the corner of Central and Diagonal Streets (2541 Central Avenue) into a mixed-use development, the nearby investment in 2535 Central Avenue apartment building, and new businesses like Convivium's redevelopment of 2900 Central Avenue as a community kitchen and program space, These types of projects support the city's goal of creating more active and functional neighborhood centers. Planned infrastructure improvements, including the addition of a cycle track along White Street, further support these goals by improving safety, accessibility, and multimodal connectivity. Together, these efforts reflect a coordinated strategy to support redevelopment, reuse existing structures where possible, and strengthen the corridor as a more vibrant and connected part of the city.

RECOMMENDATION

Planning Services Staff recommend that the City Council uses the information in this memo, enclosures, applications, maps and minutes to:

a. Approve or deny the request;
b. Set the request for consideration at a subsequent meeting;
c. Set the request for a public hearing; or
d. Refer the request to the Historic Preservation Commission for a recommendation.

This request involves two separate buildings located on different lots. The Council may choose to modify the conservation district to remove both buildings, remove only 2311 Central Avenue, or deny the request and retain both buildings within the conservation district. If the Council decides to proceed with approval, separate ordinances have been provided for consideration.

Enclosures

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to Adrienne N. Breitfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. -26

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY AMENDING ARTICLE 10-8-A-7 PERTAINING TO ALTERATION OF THE BROADWAY STREET NEIGHBORHOOD CONSERVATION DISTRICT TO REMOVE THE PROPERTY AT 2327 CENTRAL AVENUE.

Whereas, the City of Dubuque established conservation districts to allow for the City's review of demolition permits that might impact buildings of historic or architectural significance; and

Whereas, Dan Revis, Owner of Big A has submitted a formal written request to the City Clerk seeking alteration of the Broadway Street Neighborhood Conservation District boundaries to remove the property at 2327 Central Avenue; and

Whereas, the City's Unified Development Code, Chapter 10 (Historic Preservation Commission Applications and Procedures), authorizes any person to request the establishment, expansion, or alteration of a conservation district, and outlines the procedure for City Council consideration of such a request; and

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

Section 1. Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, Article 10-8-A-7 is hereby amended as follows:

10-8-A-7 Broadway Street Neighborhood Conservation District

Beginning at the intersection of West 23rd Street and Central Avenue thence westerly along West 23rd Street to its intersection with Lewis Street; thence northwesterly along Lewis Street to its intersection with Fulton Street; thence northerly along Fulton Street to its intersection with King Street; thence easterly along King Street and its easterly extension to its intersection with Central Avenue; thence southerly along Central Avenue to its point of origin at the intersection of Central Avenue and West 23rd Street excluding the following areas:

Easterly 125 feet of Easterly 165 feet of Northerly 80 feet of Lot No.5 in Brewery Addition Dubuque Iowa

Section 2. The ordinance will become effective upon publication.

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

_____
Brad M. Cavanaugh, Mayor

Attest:

_____
Trish Gleason, Assistant City Clerk

Copyrighted
June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Construction of an Off-Street Parking Lot at the Corner of 5th and Locust Street Request
SUMMARY:	City Manager recommending approval to allow construction of a surface parking lot at 500 Locust Street. **RESOLUTION** Allowing for the Construction of an Off-Street Parking Lot at the Corner of 5th and Locust Street in a C-5 Downtown Commercial District in the City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Request to Allow a Parking Lot at 500 Locust Street in the C 5 Downtown Commercial District
2. Staff Memo
3. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Allow a Parking Lot at 500 Locust Street in the C 5 Downtown Commercial District

DATE: May 27, 2026

I respectfully recommend Mayor and City Council approval to allow construction of a surface parking lot at 500 Locust Street.

Due to zoning regulations within the C-5 Downtown Commercial District, City Council approval is required before a surface parking lot may be established at this location.

As part of the redevelopment of the 5th and Main building, Gronen Development is proposing construction of an off-street parking lot at the corner of 5th and Locust Street. The 5th and Main project includes a five-story mixed-use building with ground-floor commercial space and a minimum of 80 upper-story housing units. Off-street parking will be incorporated into the building; however, additional provisions are outlined in Section 10.7 of the approved agreement.

The approved development agreement requires Gronen Development to provide 8 off-street parking spaces within 300 feet of Ecumenical Towers to replace a portion of these removed stalls. Approval of a surface parking lot at 500 Locust Street would enable the Developer to satisfy this requirement.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director
Jill Connors, Economic Development Director
Ryan Knuckey, Transportation Services Director

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TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

DATE: May 24, 2026

RE: Request to Allow a Parking Lot at 500 Locust Street in the C-5 Downtown Commercial District

INTRODUCTION

The purpose of this memorandum is to provide information and a recommendation regarding a request from Gronen Development, Inc. to allow the construction of a surface parking lot at 500 Locust Street. Due to zoning regulations within the C-5 Downtown Commercial District, City Council approval is required before a surface parking lot may be established at this location.

BACKGROUND

The property at 500 Locust Street (former Dave's Downtown Conoco) is the located within the C-5 Downtown Commercial District. Section 16-5-15-5 of the Unified Development Code establishes the following standards:

- Off-street parking is not required in the C-5 district.
- New surface off-street parking lots are prohibited unless specifically approved by the City Council.
- Underground or above-ground parking garages are allowed only if they are an integral part of a new or existing building.

As part of the redevelopment of the 5th and Main building, Gronen Development is proposing construction of an off-street parking lot at the corner of 5th and Locust Street. The 5th and Main project includes a five-story mixed-use building with ground-floor commercial space and a minimum of 80 upper-story housing units. Off-street parking will be incorporated into the building; however, additional provisions are outlined in Section 10.7 of the approved agreement:

10.7 Parking. City and Developer shall, respectively, take the following actions regarding the development of parking associated with the Property:

(1) City shall make available for lease to tenants of the Building up to sixty (60) parking spaces in the 5th Street Parking Ramp (located at 501 Iowa Street) or the Iowa Street Ramp at standard rates as determined by City.

(2) On or prior to Closing, Developer shall locate and provide eight (8) additional parking spots not currently owned by City to be used to provide parking to residents of Ecumenical Towers and located within 300 feet of Ecumenical Towers (250 W 6th Street). The location and terms of the additional parking spaces shall be acceptable to both City and Developer in their respective sole discretion.

If this contingency is not satisfied at or prior to Closing then either party can declare this agreement to be terminated and neither party shall have any further rights or obligations hereunder.

DISCUSSION

Redevelopment of the 5th and Main Street parking lot removed approximately 80 off-street parking spaces that previously served multiple downtown users, including residents of Ecumenical Towers. The approved development agreement requires Gronen Development to provide 8 off-street parking spaces within 300 feet of Ecumenical Towers to replace a portion of these removed stalls. Approval of a surface parking lot at 500 Locust Street would enable the Developer to satisfy this requirement.

Although the C-5 district does not require off-street parking, practical parking needs remain for the 5th and Main project, its tenants, and nearby residential properties. The proposed parking lot represents part of the Developer's strategy to meet these obligations. As surface lots are otherwise prohibited in the C-5 district, the project may proceed only with City Council approval.

RECOMMENDATION
Staff recommends that the City Council consider the request and determine whether to authorize construction of a surface parking lot at 500 Locust Street to support redevelopment activities and fulfill the terms of the approved development agreement.

Enclosures

Cc: Jill Connors, Economic Development Director
Ryan Knuckey, Transportation Director

d

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 ALLOWING FOR THE CONSTRUCTION OF AN OFF-STREET PARKING LOT AT THE CORNER OF 5TH AND LOCUST STREET IN A C-5 DOWNTOWN COMMERCIAL DISTRICT IN THE CITY OF DUBUQUE, IOWA.

Whereas, Gronen Development, Inc. has submitted a request to construct a surface parking lot at 500 Locust Street; and

Whereas, the property is located within the C-5 Downtown Commercial District, within which new surface off-street parking lots are prohibited unless specifically approved by the City Council pursuant to Section 16-5-15-5 of the Unified Development Code; and

Whereas, the proposed parking lot is intended to support redevelopment of the 5th and Main mixed-use project, which includes ground-floor commercial space and a minimum of 80 upper-story housing units, and for which off-street parking will be provided both within the building and through additional spaces as required by the approved development agreement; and

Whereas, Section 10.7 of the development agreement requires the Developer to locate and provide eight (8) additional off-street parking spaces within 300 feet of Ecumenical Towers to replace a portion of the parking stalls removed during the redevelopment of the 5th and Main parking lot; and

Whereas, approval of the surface parking lot at 500 Locust Street would enable Gronen Development, Inc. to satisfy these obligations and address practical parking needs resulting from nearby residential and commercial uses; and

Whereas, the City Council has reviewed the request and finds that allowing the surface parking lot at this location is consistent with the objectives of the development agreement and supports continued investment in the downtown area.

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

Section 1. That the request of Gronen Development, Inc. to establish a surface parking lot at 500 Locust Street is hereby approved pursuant to Section 16-5-15-5 of the Unified Development Code.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute any documentation necessary to formalize this approval and to record such approval in accordance with City procedures.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Trish Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space
SUMMARY:	City Manager modified the recommendation of selection of the preferred concept for the Historic Millwork District Outdoor Community Space to Concept 1, which features upper and lower lawn areas, a central event space, integrated art features, play space, and catenary lighting, creating a flexible and visually engaging park environment.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Revised MVM Memo - Request for City Council Approval – Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space Ju
2. MVM Memo - Request for City Council Approval – Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space
3. Staff Memo
4. Concept Plans
5. Cost Opinion - CONCEPT 1
6. Cost Opinion - CONCEPT 1A
7. Cost Opinion - CONCEPT 2
8. Cost Opinion - CONCEPT 3
9. Site Plan - Interim plan (Removal of Parking Lot)
10. Cost Opinion - Interim Plan (Removal of Parking Lot)
11. Historic Millwork District Parking Analysis Map

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Approval – Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space

DATE: June 1, 2026

Planning Services Director Wally Wernimont is recommending City Council select a preferred concept for the Historic Millwork District Outdoor Community Space and whether to proceed with removing the temporary parking lot at this time, including installation of irrigation and sod, or whether removal should be deferred until final plans and specifications are completed. Based on community input and project goals, Wally Wernimont has identified Concept 1 as the strongest option however, Council may choose any concept that best supports the long-term vision for this central community gathering space.

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

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

Conceptual Plans

Three concepts, Concept 1, Concept 2, and Concept 3, were developed by the design team and presented to the public for review and feedback. The Planning Services Department along with Confluence presented these concepts on January 20, 2026, during a City Council Work Session.

Concept 1 (Cost Estimate - $2,687,505)
Concept 1 features upper and lower lawn areas, a central event space, integrated art features, play space, and catenary lighting, creating a flexible and visually engaging park environment. The public praised its curving layout, strong event feel, and opportunities for future seasonal uses such as an ice rink. Overall, it was the highest-rated and most widely supported concept.

Concept 2 (Cost Estimate - $2,208,030)
Concept 2 emphasizes open lawn areas, native plantings, stormwater features, and play space arranged in a stylish, asymmetrical layout. Respondents appreciated features like the holiday tree, seating options, and integrated planting design. It was well received but did not garner as much enthusiasm as Concept 1.

Concept 3 (Cost Estimate - $2,302,270)
Concept 3 includes a lounge lawn, outdoor table-tennis area, stormwater swale with native vegetation, patio spaces, and a stage area. People liked the stormwater swale landscaping, amenities, and patio environment but noted a desire for more green space. While positively reviewed, it ranked lower than Concepts 1 and 2.

Alternative Concept 1A (Cost Estimate - $2,640,975)
An additional option known as Concept 1A was developed at the request of the City Manager. This concept was also presented during the City Council Worksession. Building on Concept 1, this alternative incorporates angled parking along the park edge, resulting in 10 additional parking stalls. As part of the concept review process, several design considerations associated with Concept 1A were identified, including changes to park size and green space, removal of the play area, adjustments to pedestrian circulation between 10th Street and the green space, potential vehicle headlight impacts into the park, and reduced flexibility for community events and placemaking opportunities.

While Concept 1A addresses concerns related to parking availability, public input generally reflected stronger support for preserving park space and maintaining the site's role as a community gathering space over retaining additional parking stalls.

Temporary Parking Lot Removal and Interim Improvements
Council direction is also needed on whether to proceed with removing the temporary parking lot at this time, including installation of irrigation and sod, or whether removal should be deferred until final plans and specifications are completed.

Option A – Remove the Temporary Parking Lot Now:
Proceeding with removal at this stage would allow the project site to begin transitioning toward the preferred community space concept. However, this approach would require installation of irrigation and sod prior to grading work associated with the final design, which may result in additional costs to remove and reinstall these elements once construction begins. This process is currently included in our fiscal year 2026 budget.

Option B – Maintain the Temporary Parking Lot Until Plans and Specs Are Finalized:
Holding off on removal would avoid duplicate work and reduce tear-out and replacement costs. Retaining the lot during the design phase would also provide

additional time for City staff to value-engineer individual components of the preferred concept, refine cost estimates, and prepare a more efficient implementation plan.

I am modifying my recommendation and respectfully recommend Mayor and City Council selection of Concept #1.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Approval – Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space

DATE: May 27, 2026

Planning Services Director Wally Wernimont is recommending City Council select a preferred concept for the Historic Millwork District Outdoor Community Space and whether to proceed with removing the temporary parking lot at this time, including installation of irrigation and sod, or whether removal should be deferred until final plans and specifications are completed. Based on community input and project goals, Wally Wernimont has identified Concept 1 as the strongest option however, Council may choose any concept that best supports the long-term vision for this central community gathering space.

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

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

Conceptual Plans

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Alternative Concept 1A (Cost Estimate - $2,640,975)
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Temporary Parking Lot Removal and Interim Improvements
Council direction is also needed on whether to proceed with removing the temporary parking lot at this time, including installation of irrigation and sod, or whether removal should be deferred until final plans and specifications are completed.

Option A – Remove the Temporary Parking Lot Now:
Proceeding with removal at this stage would allow the project site to begin transitioning toward the preferred community space concept. However, this approach would require installation of irrigation and sod prior to grading work associated with the final design, which may result in additional costs to remove and reinstall these elements once construction begins. This process is currently included in our fiscal year 2026 budget.

Option B – Maintain the Temporary Parking Lot Until Plans and Specs Are Finalized:
Holding off on removal would avoid duplicate work and reduce tear-out and replacement costs. Retaining the lot during the design phase would also provide

additional time for City staff to value-engineer individual components of the preferred concept, refine cost estimates, and prepare a more efficient implementation plan.

I respectfully recommend that the Mayor and City Council select Alternative Concept 1A which will preserve 10 parking spaces to help support businesses in the Historic Millwork District.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director

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TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: Request for City Council Approval – Selection of Preferred Concept for the Historic Millwork District Outdoor Community Space

DATE: May 27, 2026

INTRODUCTION

This memo provides a summary of the concept development and community engagement process for the Historic Millwork District Outdoor Community Space project and requests City Council approval to move forward with a preferred concept and next steps.

BACKGROUND

2009 Historic Millwork District Master Plan

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

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

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

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

Temporary Parking Lot Approval

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

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

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

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

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

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

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

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

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

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

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

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

Conceptual Plans
Three concepts, Concept 1, Concept 2, and Concept 3, were developed by the design team and presented to the public for review and feedback (see attachments). The Planning Services Department along with Confluence presented these concepts on January 20, 2026, during a City Council Worksession.

Concept 1 (Cost Estimate - $2,687,505)
Concept 1 features upper and lower lawn areas, a central event space, integrated art features, play space, and catenary lighting, creating a flexible and visually engaging park environment. The public praised its curving layout, strong event feel, and opportunities for future seasonal uses such as an ice rink. Overall, it was the highest-rated and most widely supported concept.

Concept 2 (Cost Estimate - $2,208,030)
Concept 2 emphasizes open lawn areas, native plantings, stormwater features, and play space arranged in a stylish, asymmetrical layout. Respondents appreciated features like the holiday tree, seating options, and integrated planting design. It was well received but did not garner as much enthusiasm as Concept 1.

Concept 3 (Cost Estimate - $2,302,270)
Concept 3 includes a lounge lawn, outdoor table-tennis area, stormwater swale with native vegetation, patio spaces, and a stage area. People liked the stormwater swale landscaping, amenities, and patio environment but noted a desire for more green space. While positively reviewed, it ranked lower than Concepts 1 and 2.

Alternative Concept 1A (Cost Estimate - $2,640,975)
An additional option known as Concept 1A was developed at the request of the City Manager. This concept was also presented during the City Council Worksession. Building on Concept 1, this alternative incorporates angled parking along the park edge, resulting in 10 additional parking stalls. As part of the concept review process, several design considerations associated with Concept 1A were identified, including changes to park size and green space, removal of the play area, adjustments to pedestrian circulation between 10th Street and the green space, potential vehicle headlight impacts into the park, and reduced flexibility for community events and placemaking opportunities.

While Concept 1A addresses concerns related to parking availability, public input generally reflected stronger support for preserving park space and maintaining the site's role as a community gathering space over retaining additional parking stalls.

Community Members Preference
Extensive input was collected through online surveys, the Public Input Work Session, the Merry Millwork Market Open House, steering committee meetings, and stakeholder outreach. Over 600 residents contributed to the survey alone, reflecting exceptionally strong participation and community interest. Across all engagement methods, Concept 1 clearly emerged as the most preferred. Community members highlighted the following features as reasons for their support**:**

- The upper and lower lawn areas
- Strong event-space functionality
- Curved, flowing layout
- Integration of public art and play features
- Potential for future winter programming (e.g., ice rink)

Survey and workshop data showed consistent prioritization of green space, gathering areas, event space, and landscaping over parking facility expansion or preservation, reaffirming Concept 1's alignment with community desires.

RECOMMENDATION
The Project Steering Committee recommends that the City Council select a preferred concept for the Historic Millwork District Outdoor Community Space. Based on community input and project goals, Concept 1 is the strongest option; however, Council may choose any concept that best supports the long-term vision for this central community gathering space.

NEXT STEPS
To advance the Historic Millwork District Outdoor Community Space project, staff request City Council direction on the following items:

Temporary Parking Lot Removal and Interim Improvements
Council direction is needed on whether to proceed with removing the temporary parking lot at this time, including installation of irrigation and sod, or whether removal should be deferred until final plans and specifications are completed.

Option A – Remove the Temporary Parking Lot Now:
Proceeding with removal at this stage would allow the project site to begin transitioning toward the preferred community space concept. However, this approach would require installation of irrigation and sod prior to grading work associated with the final design, which may result in additional costs to remove and reinstall these elements once construction begins. This process is currently included in our fiscal year 2026 budget.

Option B – Maintain the Temporary Parking Lot Until Plans and Specs Are Finalized:
Holding off on removal would avoid duplicate work and reduce tear-out and replacement costs. Retaining the lot during the design phase would also provide additional time for City staff to value-engineer individual components of the preferred concept, refine cost estimates, and prepare a more efficient implementation plan.

Value Engineering and Review of Project Components
Staff have been discussing with Confluence the opportunity to review individual components of the preferred concept for potential value engineering. This includes examining materials, site amenities, lighting, landscaping, and construction methods to ensure the project remains aligned with community priorities while staying within budget. As part of this review, staff may evaluate opportunities for in-house work by City departments that may help reduce overall project costs. The Parks Department may be able to assist with elements such as landscaping installation, tree planting, turf establishment, and minor site preparation, depending on final design details and seasonal scheduling. The Public Works Department will also be asked to assess whether pavement removal, limited excavation, or other site preparation activities can be performed using existing City labor and equipment. Identifying tasks that can be completed internally will help lower contracted construction costs and maximize the project's available resources.

Community Collaboration and Funding Strategy Development
Staff and the project steering committee will engage community partners, district stakeholders, and funding organizations to explore public-private partnerships, grant opportunities, sponsorships, and philanthropic contributions that could help implement the preferred concept. A coordinated funding strategy will be brought back to the City Council for review as the project advances.

Preparation of Plans and Specifications
Subject to funding availability and City Council direction regarding the temporary parking lot and interim improvements approach, staff and the consultant team will prepare detailed plans and specifications for the Council's preferred concept.

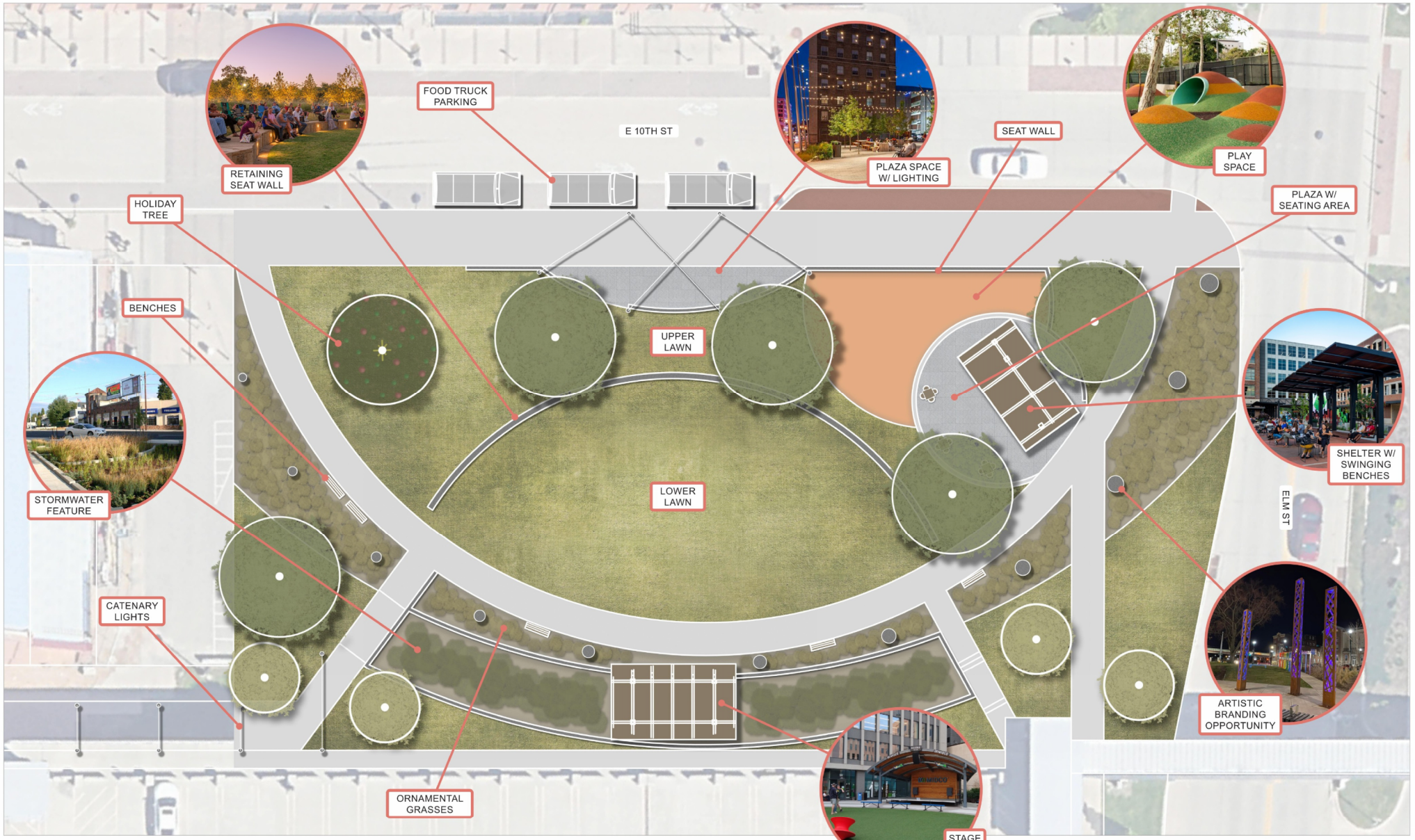
REQUESTED ACTION
In summary, Staff is seeking direction on whether to proceed with removing the temporary parking lot at this time and whether to pursue value engineering for the approved concept plan.

enclosures: Historic Millwork Park Concept Plans

Historic Millwork District – Parking Analysis

cc: HMD Outdoor Community Space Project Steering Committee

F:\Users\Wwernimo\Historic Millwork District\City Council Concept Approval\01 CC Concept Approval 2026-06-01 HMD Community Outdoor Space - MVM memo.docx



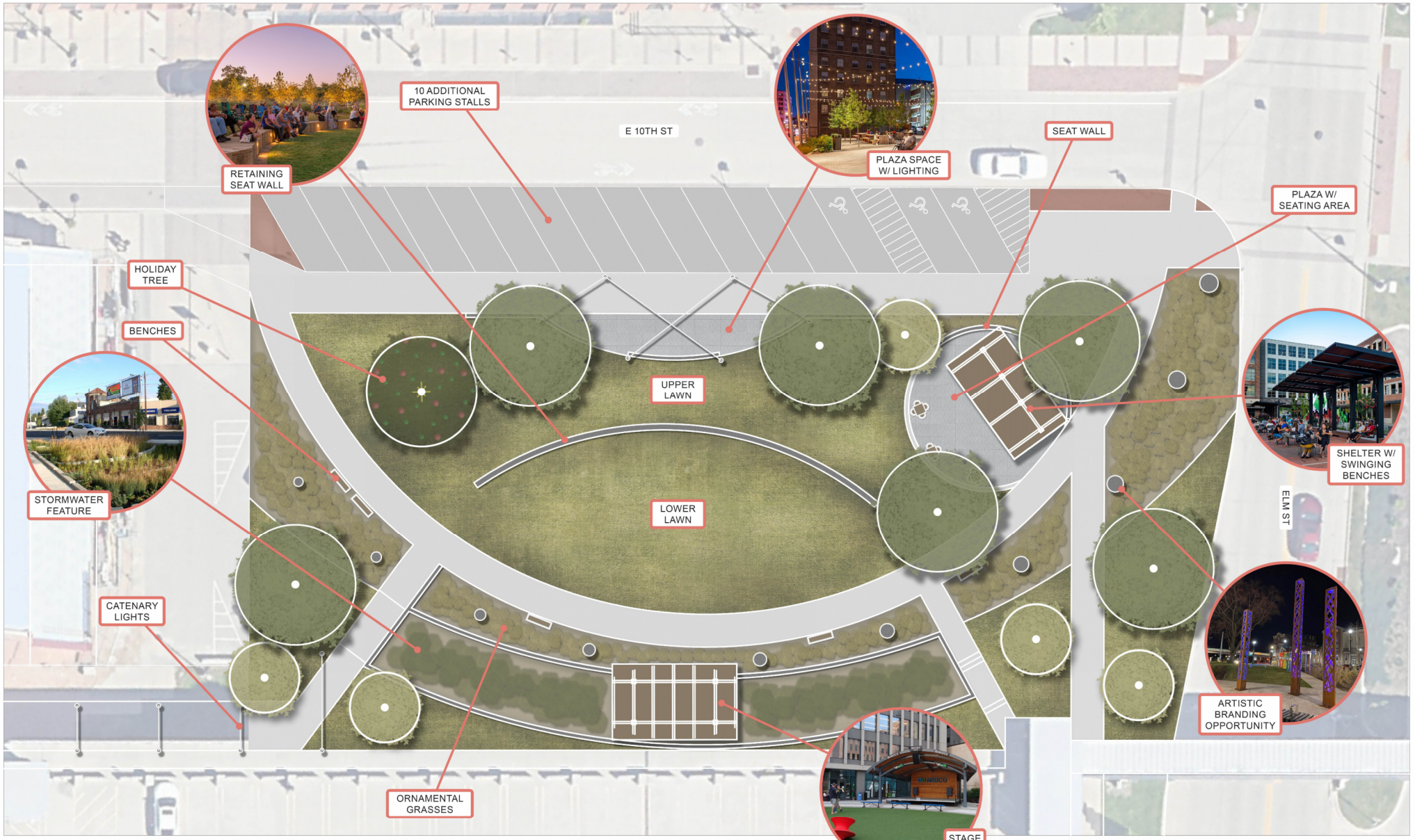
Concept 01

HISTORIC MILLWORK DISTRICT

0' 5' 10' 20' 40'

CONFLUENCE

December 05, 2025 | 24463



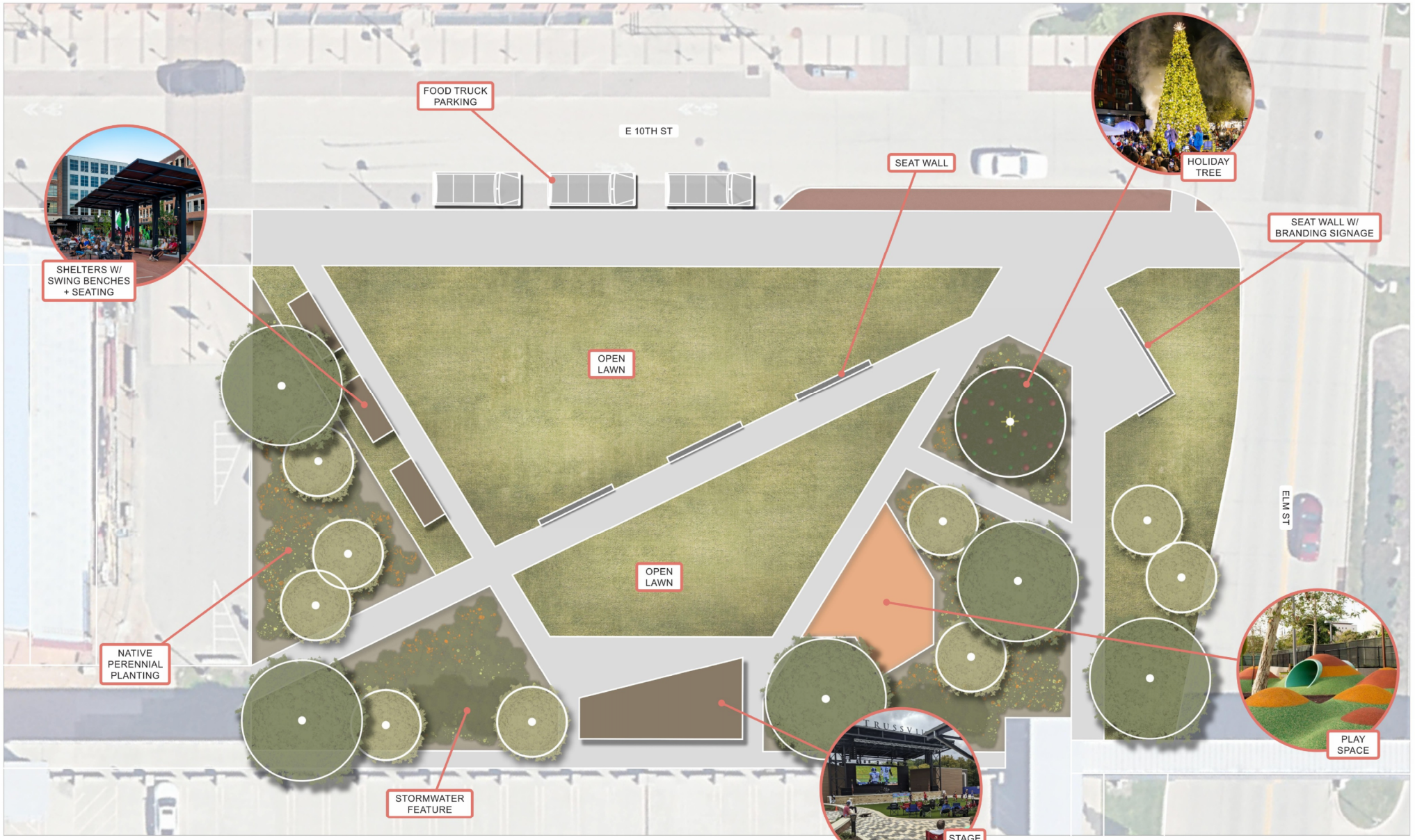
Concept 01A

HISTORIC MILLWORK DISTRICT

0' 5' 10' 20' 40'

CONFLUENCE

December 05, 2025 | 24463



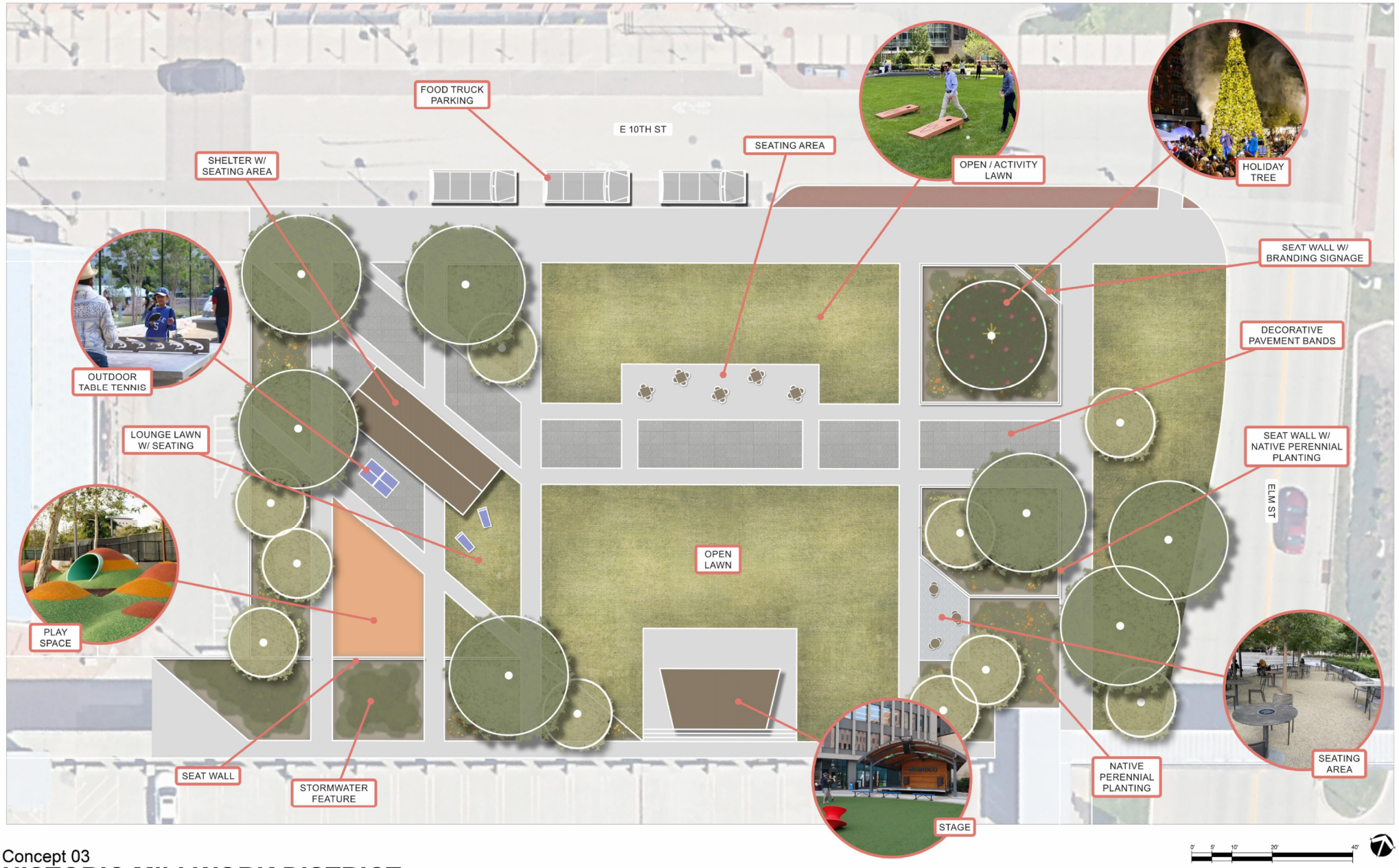
Concept 02

HISTORIC MILLWORK DISTRICT

0' 5' 10' 20' 40'

CONFLUENCE

December 05, 2025 | 24463



Concept 03

HISTORIC MILLWORK DISTRICT

CONFLUENCE

December 05, 2025 | 24463

FEHR GRAHAM AND CONFLUENCE

Preliminary Opinion of Probable Cost

Historic Millwork District Community Space, City of Dubuque, Iowa

Conflluence Project # 24463 Fehr Graham Project No. 24-1801

CONCEPT 1 - CIVIL SITE WORK BUDGET

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	1	LS	$ 3,600.00	$ 3,600.00
2	2010-D-1	TOPSOIL, ON-SITE	850	CY	$ 25.00	$ 21,250.00
3	2010-E	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	800	CY	$ 15.00	$ 12,000.00
4	2010-J	SUBBASE, _____ (TYPE)	500	TON	$ 30.00	$ 15,000.00
5	2010-K-1	REMOVAL OF STRUCTURE, EXISTING LIGHT POLES	5	EA	$ 1,500.00	$ 7,500.00
6	2010-K-1	REMOVAL OF STRUCTURE, EXISTING PARKING MEETERS	3	EA	$ 200.00	$ 600.00
7	2010-K-1	REMOVAL OF STRUCTURE, SITE FIXTURES	1	LS	$ 3,500.00	$ 3,500.00
8	2010-M	COMPACTION TESTING	1	LS	$ 3,500.00	$ 3,500.00
9	4020-A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	400	LF	$ 100.00	$ 40,000.00
10	4040-A	SUBDRAIN, ____ (TYPE), ____ (SIZE)	600	LF	$ 25.00	$ 15,000.00
11	6010-A	MANHOLE, ____(TYPE), ____ (SIZE)	2	EA	$ 5,000.00	$ 10,000.00
12	6010-B	INTAKE, ____(TYPE), ____ (SIZE)	6	EA	$ 5,000.00	$ 30,000.00
13	6010-F-2	INTAKE ADJUSTMENT, MAJOR	4	EA	$ 3,500.00	$ 14,000.00
14	6010-G-2	CONNECTION TO EXISTING INTAKE	1	EA	$ 3,500.00	$ 3,500.00
15	7030-A-1	REMOVAL OF SIDEWALK	550	SY	$ 15.00	$ 8,250.00
16	7030-E	SIDEWALK, PCC, 5 INCHES	1170	SY	$ 95.00	$ 111,150.00
17	7030-F	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	60	SY	$ 200.00	$ 12,000.00
18	7030-G	DETECTABLE WARNING	40	SF	$ 70.00	$ 2,800.00
19	7080-B	ENGINEERING FABRIC	2000	SY	$ 3.00	$ 6,000.00
20	7080-C	UNDERDRAIN, ____(TYPE),____(SIZE)	240	LF	$ 20.00	$ 4,800.00
21	7080-D	STORAGE AGGREGATE	200	TON	$ 30.00	$ 6,000.00
22	7080-E	FILTER AGGREGATE	200	TON	$ 30.00	$ 6,000.00
23	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALL, MAINTAIN & REMOVAL	400	LF	$ 8.00	$ 3,200.00
24	9040-O-2	TRACK-OUT CONTROL	50	TON	$ 50.00	$ 2,500.00
25	9040-P-1	DUST CONTROL, WATER	1	LS	$ 5,000.00	$ 5,000.00
26	9040-T-1	INLET PROTECTION DEVICE, ____ (TYPE)	6	EA	$ 350.00	$ 2,100.00
27	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	12	EA	$ 250.00	$ 3,000.00
28	9070-A	SEATING WALL	312	LF	$ 200.00	$ 62,400.00
29	11,010-A	CONSTRUCTION SURVEY	1	LS	$ 15,000.00	$ 15,000.00
30	11,020-A	MOBILIZATION	1	LS	$ 35,000.00	$ 35,000.00
31	11,050-A	CONCRETE WASHOUT	1	LS	$ 2,000.00	$ 2,000.00
32	SP	IRRIGATION SYSTEM / RECONFIURE	1	LS	$ 25,000.00	$ 25,000.00
33	SP	RUBBERIZED PLAY SURFACE	100	SY	$ 225.00	$ 22,500.00
34	SP	ENVIRONMENTAL SITE ASSESSMENT	1	LS	$ 25,000.00	$ 25,000.00
35	SP	SPECIAL HANDLING OF SOILS	1	LS	$ 75,000.00	$ 75,000.00

ESTIMATED CIVIL CONTRACT AMOUNT	$ 614,150.00
Construction Contingency (15%)	$ 92,000.00
Engineering Design, Construction Services, Project Administration	$ 154,000.00
CONCEPT 1 - ESTIMATED CIVIL PROJECT TOTAL	**$ 860,150.00**

Dated: February 2, 2026

CONCEPT 1 - LANDSCAPE ARCHITECTURE WORK BUDGET

Concept 1 - Continued

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
		Site Amenities				
36	SP	Playground equipment/mounds/features	1	LS	$ 54,400.00	$ 54,400.00
37	SP	Large Shelter with Bench swings and lighting	1	EA	$ 200,000.00	$ 200,000.00
38	SP	Stage with lighting	1	EA	$ 450,000.00	$ 450,000.00
39	SP	Single Bench Swing with Shade Structure	0	EA	$ 50,000.00	$ -
40	SP	Catenary lighting	197	LF	$ 400.00	$ 78,800.00
41	SP	Pedestrian lighting (interior to supplement)	5	ea	$ 7,500.00	$ 37,500.00
42	SP	Holiday Tree	1	EA	$ 130,000.00	$ 130,000.00
43	SP	Bench - 6' backed	5		$ 3,100.00	$ 15,500.00
44	SP	Tables and chairs with umbrella (4 person)	0	EA	$ 12,175.00	$ -
45	SP	Tables and chairs without umbrella (4 person)	3	EA	$ 5,875.00	$ 17,625.00
46	SP	Tables and Chairs (2 person) no umbrella	0	EA	$ 5,200.00	$ -
47	SP	Lounge Chairs	0	EA	$ 1,600.00	$ -
48	SP	Trash Receptacles	2	EA	$ 2,400.00	$ 4,800.00
49	SP	Bike Rack	3	EA	$ 1,200.00	$ 3,600.00
50	SP	Additional Wayfinding Signage	1	ALW	$ 20,000.00	$ 20,000.00
51	SP	Outdoor Ping Pong Table	0	EA	$ 12,000.00	$ -
		Site Amenities Subtotal				**$ 988,625.00**
		Landscaping				
52	9020-A	Sod	145	SQ	$ 75.00	$ 10,875.00
53	9030-A-1	Overstory Trees 2" Cal	5	ea	$ 650.00	$ 3,250.00
54	9030-A-2	Understory Trees 1.5" Cal.	4		$ 475.00	$ 1,900.00
55	9030-A-3	Ornamental grasses and perennials 1 gallon	2700	EA	$ 25.00	$ 67,500.00
56	SP	Stormwater bioretention engineered soil mix	205	CY	$ 65.00	$ 13,325.00
57	SP	Double shredded hardwood mulch	48	CY	$ 60.00	$ 2,880.00
58	9070-A-2	PCC bioretention wall average 18" height	250	LF	$ 200.00	$ 50,000.00
		Landscaping Subtotal				**$ 149,730.00**
		Art				
59	SP	Scluptural Branding Feature with lighting	1	LS	$ 300,000.00	$ 300,000.00
		Art Subtotal				**$ 300,000.00**

ESTIMATED LANDSCAPE ARCHITECTURE CONTRACT AMOUNT	$ 1,438,355.00
Construction Contingency (15%)	$ 216,000.00
Design, Services, Project Administration	$ 173,000.00
CONCEPT 1 - ESTIMATED LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 1,827,355.00
CONCEPT 1 - COMBINED CIVIL AND LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 2,687,505.00

NOTE: Concept 1 contains the following additional site elements unique only to this concept: Art/Branding Feature + Catenary Lighting (Total $378,800)

FEHR GRAHAM AND CONFLUENCE

Preliminary Opinion of Probable Cost

Historic Millwork District Community Space, City of Dubuque, Iowa

Conflluence Project # 24463 Fehr Graham Project No. 24-1801

CONCEPT 1A - CIVIL SITE WORK BUDGET

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	1	LS	$ 3,600.00	$ 3,600
2	2010-D-1	TOPSOIL, ON-SITE	850	CY	$ 25.00	$ 21,250
3	2010-E	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	800	CY	$ 15.00	$ 12,000
4	2010-J	SUBBASE, _____ (TYPE)	600	TON	$ 30.00	$ 18,000
5	2010-K-1	REMOVAL OF STRUCTURE, EXISTING LIGHT POLES	5	EA	$ 1,500.00	$ 7,500
6	2010-K-1	REMOVAL OF STRUCTURE, EXISTING PARKING MEETERS	3	EA	$ 200.00	$ 600
7	2010-K-1	REMOVAL OF STRUCTURE, SITE FIXTURES	1	LS	$ 3,500.00	$ 3,500
8	2010-M	COMPACTION TESTING	1	LS	$ 3,500.00	$ 3,500
9	4020-A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	400	LF	$ 100.00	$ 40,000
10	4040-A	SUBDRAIN, ____ (TYPE), ____ (SIZE)	600	LF	$ 25.00	$ 15,000
11	6010-A	MANHOLE, ____(TYPE), ____ (SIZE)	2	EA	$ 5,000.00	$ 10,000
12	6010-B	INTAKE, ____(TYPE), ____ (SIZE)	6	EA	$ 5,000.00	$ 30,000
13	6010-F-2	INTAKE ADJUSTMENT, MAJOR	4	EA	$ 3,500.00	$ 14,000
14	6010-G-2	CONNECTION TO EXISTING INTAKE	1	EA	$ 3,500.00	$ 3,500
15	7010-A	PAVEMENT, PCC, ____ (THICKNESS)	430	SY	$ 150.00	$ 64,500
16	7030-A-1	REMOVAL OF SIDEWALK	550	SY	$ 15.00	$ 8,250
17	7030-E	SIDEWALK, PCC, ____(THICKNESS)	1070	SY	$ 95.00	$ 101,650
18	7030-F	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	60	SY	$ 200.00	$ 12,000
19	7030-G	DETECTABLE WARNING	40	SF	$ 70.00	$ 2,800
20	7040-H	PAVEMENT REMOVAL	280	SY	$ 15.00	$ 4,200
21	7080-B	ENGINEERING FABRIC	2000	SY	$ 3.00	$ 6,000
22	7080-C	UNDERDRAIN, ____(TYPE),____(SIZE)	240	LF	$ 20.00	$ 4,800
23	7080-D	STORAGE AGGREGATE	200	TON	$ 30.00	$ 6,000
24	7080-E	FILTER AGGREGATE	200	TON	$ 30.00	$ 6,000
25	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALL, MAINTAIN & REMOVAL	400	LF	$ 8.00	$ 3,200
26	9040-O-2	TRACK-OUT CONTROL	50	TON	$ 50.00	$ 2,500
27	9040-P-1	DUST CONTROL, WATER	1	LS	$ 5,000.00	$ 5,000
28	9040-T-1	INLET PROTECTION DEVICE, ____ (TYPE)	6	EA	$ 350.00	$ 2,100
29	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	12	EA	$ 250.00	$ 3,000
30	9070-A	SEATING WALL	240	LF	$ 200.00	$ 48,000
31	11,010-A	CONSTRUCTION SURVEY	1	LS	$ 15,000.00	$ 15,000
32	11,020-A	MOBILIZATION	1	LS	$ 35,000.00	$ 35,000
33	11,050-A	CONCRETE WASHOUT	1	LS	$ 2,000.00	$ 2,000
34	SP	IRRIGATON SYSTEM / RECONFIURE	1	LS	$ 25,000.00	$ 25,000
35	SP	ENVIRONMENTAL SITE ASSESSMENT	1	LS	$ 25,000.00	$ 25,000
36	SP	SPECIAL HANDLING OF SOILS	1	LS	$ 75,000.00	$ 75,000

ESTIMATED CONTRACT AMOUNT	$ 639,450
Construction Contingency (15%)	$ 96,000
Engineering Design, Construction Services, Project Administration	$ 160,000
CONCEPT 1A - ESTIMATED CIVIL PROJECT TOTAL	$ 895,450

Name
Title

Dated: February 2, 2026

P

CONCEPT 1A - LANDSCAPE ARCHITECTURE WORK BUDGET

Concept 1A - Continued

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
		Site Amenities				
37	SP	Playground equipment/mounds/features	0	LS	$ 54,400.00	$ -
38	SP	Large Shelter with Bench swings and lighting	1	EA	$ 200,000.00	$ 200,000.00
39	SP	Stage with lighting	1	EA	$ 450,000.00	$ 450,000.00
40	SP	Single Bench Swing with Shade Structure	0	EA	$ 50,000.00	$ -
41	SP	Catenary lighting	197	LF	$ 400.00	$ 78,800.00
42	SP	Pedestrian lighting (interior to supplement)	5	ea	$ 7,500.00	$ 37,500.00
43	SP	Holiday Tree	1	EA	$ 130,000.00	$ 130,000.00
44	SP	Bench - 6' backed	5		$ 3,100.00	$ 15,500.00
45	SP	Tables and chairs with umbrella (4 person)	0	EA	$ 12,175.00	$ -
46	SP	Tables and chairs without umbrella (4 person)	3	EA	$ 5,875.00	$ 17,625.00
47	SP	Tables and Chairs (2 person) no umbrella	0	EA	$ 5,200.00	$ -
48	SP	Lounge Chairs	0	EA	$ 1,600.00	$ -
49	SP	Trash Receptacles	2	EA	$ 2,400.00	$ 4,800.00
50	SP	Bike Rack	3	EA	$ 1,200.00	$ 3,600.00
51	SP	Additional Wayfinding Signage	1	ALW	$ 20,000.00	$ 20,000.00
52	SP	Outdoor Ping Pong Table	0	EA	$ 12,000.00	$ -
		Site Amenities Subtotal				**$ 934,225.00**
		Landscaping				
53	9020-A	Sod	120	SQ	$ 75.00	$ 9,000.00
54	9030-A-1	Overstory Trees 2" Cal	6	ea	$ 650.00	$ 3,900.00
55	9030-A-2	Understory Trees 1.5" Cal.	5		$ 475.00	$ 2,375.00
56	9030-A-3	Ornamental grasses and perennials 1 gallon	2360	EA	$ 25.00	$ 59,000.00
57	9030-A-4	Stormwater bioretention engineered soil mix	205	CY	$ 65.00	$ 13,325.00
59	9030-A-5	Double shredded hardwood mulch	45	CY	$ 60.00	$ 2,700.00
58	9070-A-2	PCC bioretention wall average 18" height	250	LF	$ 200.00	$ 50,000.00
		Landscaping Subtotal				**$ 140,300.00**
		Art				
60	SP	Scluptural Branding Feature with lighting	1	LS	$ 300,000.00	$ 300,000.00
		Art Subtotal				**$ 300,000.00**

ESTIMATED LANDSCAPE ARCHITECTURE CONTRACT AMOUNT	$ 1,374,525.00
Construction Contingency (15%)	$ 206,000.00
Design, Services, Project Administration	$ 165,000.00
CONCEPT 1A - ESTIMATED LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 1,745,525.00
CONCEPT 1A - COMBINED CIVIL AND LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 2,640,975.00

NOTE: Concept 1A adds a net of 10 angled on-street parking spaces, reduces the green space and event lawn and eliminates the playground and associated seatwall

FEHR GRAHAM AND CONFLUENCE

Preliminary Opinion of Probable Cost

Historic Millwork District Community Space, City of Dubuque, Iowa

Conflluence Project # 24463 Fehr Graham Project No. 24-1801

CONCEPT 2 - CIVIL SITE WORK BUDGET

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	1	LS	$ 3,600.00	$ 3,600
2	2010-D-1	TOPSOIL, ON-SITE	850	CY	$ 25.00	$ 21,250
3	2010-E	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	800	CY	$ 15.00	$ 12,000
4	2010-J	SUBBASE, _____ (TYPE)	1200	TON	$ 30.00	$ 36,000
5	2010-K-1	REMOVAL OF STRUCTURE, EXISTING LIGHT POLES	5	EA	$ 1,500.00	$ 7,500
6	2010-K-1	REMOVAL OF STRUCTURE, EXISTING PARKING MEETERS	3	EA	$ 200.00	$ 600
7	2010-K-1	REMOVAL OF STRUCTURE, SITE FIXTURES	1	LS	$ 3,500.00	$ 3,500
8	2010-M	COMPACTION TESTING	1	LS	$ 3,500.00	$ 3,500
9	4020-A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	400	LF	$ 100.00	$ 40,000
10	4040-A	SUBDRAIN, ____ (TYPE), ____ (SIZE)	600	LF	$ 25.00	$ 15,000
11	6010-A	MANHOLE, ____(TYPE), ____ (SIZE)	2	EA	$ 5,000.00	$ 10,000
12	6010-B	INTAKE, ____(TYPE), ____ (SIZE)	6	EA	$ 5,000.00	$ 30,000
13	6010-F-2	INTAKE ADJUSTMENT, MAJOR	4	EA	$ 3,500.00	$ 14,000
14	6010-G-2	CONNECTION TO EXISTING INTAKE	1	EA	$ 3,500.00	$ 3,500
15	7030-A-1	REMOVAL OF SIDEWALK	550	SY	$ 15.00	$ 8,250
16	7030-E	SIDEWALK, PCC, 5 INCHES	1700	SY	$ 95.00	$ 161,500
17	7030-F	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	60	SY	$ 200.00	$ 12,000
18	7030-G	DETECTABLE WARNING	40	SF	$ 70.00	$ 2,800
19	7080-B	ENGINEERING FABRIC	2000	SY	$ 3.00	$ 6,000
20	7080-C	UNDERDRAIN, ____(TYPE),____(SIZE)	240	LF	$ 20.00	$ 4,800
21	7080-D	STORAGE AGGREGATE	200	TON	$ 30.00	$ 6,000
22	7080-E	FILTER AGGREGATE	200	TON	$ 30.00	$ 6,000
23	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALL, MAINTAIN & REMOVAL	400	LF	$ 8.00	$ 3,200
24	9040-O-2	TRACK-OUT CONTROL	50	TON	$ 50.00	$ 2,500
25	9040-P-1	DUST CONTROL, WATER	1	LS	$ 5,000.00	$ 5,000
26	9040-T-1	INLET PROTECTION DEVICE, ____ (TYPE)	6	EA	$ 350.00	$ 2,100
27	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	12	EA	$ 250.00	$ 3,000
28	9070-A	SEATING WALL	100	LF	$ 200.00	$ 20,000
29	11,010-A	CONSTRUCTION SURVEY	1	LS	$ 15,000.00	$ 15,000
30	11,020-A	MOBILIZATION	1	LS	$ 35,000.00	$ 35,000
31	11,050-A	CONCRETE WASHOUT	1	LS	$ 2,000.00	$ 2,000
32	SP	IRRIGATON SYSTEM / RECONFIURE	1	LS	$ 25,000.00	$ 25,000
33	SP	RUBERIZED PLAY SURFACE	80	SY	$ 225.00	$ 18,000
34	SP	ENVIRONMENTAL SITE ASSESSMENT	1	LS	$ 25,000.00	$ 25,000
35	SP	SPECIAL HANDLING OF SOILS	1	LS	$ 75,000.00	$ 75,000

ESTIMATED CONTRACT AMOUNT	$	638,600
Construction Contingency (15%)	$	96,000
Engineering Design, Construction Services, Project Administration	$	160,000
CONCEPT 2 - ESTIMATED CIVIL PROJECT TOTAL	$	894,600

Dated: February 2, 2026

CONCEPT 2 - LANDSCAPE ARCHITECTURE WORK BUDGET

Concept 2 - Continued

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
		Site Amenities				
36	SP	Playground equipment/mounds/features	1	LS	$ 45,000.00	$ 45,000.00
37	SP	Large Shelter with Bench swings and lighting	0	EA	$ 200,000.00	$ -
38	SP	Stage with lighting	1	EA	$ 450,000.00	$ 450,000.00
39	SP	Single Bench Swing with Shade Structure	3	EA	$ 50,000.00	$ 150,000.00
40	SP	Catenary lighting	0	LF	$ 400.00	$ -
41	SP	Pedestrian lighting (interior to supplement)	8	ea	$ 7,500.00	$ 60,000.00
42	SP	Holiday Tree	1	EA	$ 130,000.00	$ 130,000.00
43	SP	Bench - 6' backed	0		$ 3,100.00	$ -
44	SP	Tables and chairs with umbrella (4 person)	0	EA	$ 12,175.00	$ -
45	SP	Tables and chairs without umbrella (4 person)	0	EA	$ 5,875.00	$ -
46	SP	Tables and Chairs (2 person) no umbrella	0	EA	$ 5,200.00	$ -
47	SP	Lounge Chairs	0	EA	$ 1,600.00	$ -
48	SP	Trash Receptacles	2	EA	$ 2,400.00	$ 4,800.00
49	SP	Bike Rack	3	EA	$ 1,200.00	$ 3,600.00
50	SP	Additional Wayfinding Signage	1	ALW	$ 20,000.00	$ 20,000.00
51	SP	Outdoor Ping Pong Table	0	EA	$ 12,000.00	$ -
		Site Amenities Subtotal				**$ 839,800.00**
		Landscaping				
52	9020-A	Sod	123	SQ	$ 75.00	$ 9,225.00
53	9030-A-1	Overstory Trees 2" Cal	5	EA	$ 650.00	$ 3,250.00
54	9030-A-2	Understory Trees 1.5" Cal.	9	EA	$ 475.00	$ 4,275.00
55	9030-A-3	Ornamental grasses and perennials 1 gallon	4200	EA	$ 25.00	$ 105,000.00
56	SP	Stormwater bioretention engineered soil mix	280	CY	$ 65.00	$ 18,200.00
57	SP	Double shredded hardwood mulch	78	CY	$ 60.00	$ 4,680.00
	9070-A-2	PCC bioretention wall average 18" height	250	LF	$ 200.00	$ 50,000.00
		Landscaping Subtotal				**$ 194,630.00**
		Art				
58	SP	Sculptural Branding Feature with lighting	0	LS	$ 300,000.00	$ -
		Art Subtotal				**$ -**

ESTIMATED LANDSCAPE ARCHITECTURE CONTRACT AMOUNT	$ 1,034,430.00
Construction Contingency (15%)	$ 155,000.00
Design, Services, Project Administration	$ 124,000.00
CONCEPT 2 - ESTIMATED LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 1,313,430.00
CONCEPT 2 - COMBINED CIVIL AND LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 2,208,030.00

NOTE: Concept 2 eliminates the large shade structure, catenary lighting, tables and chairs and increases the lawn area

FEHR GRAHAM AND CONFLUENCE

Preliminary Opinion of Probable Cost

Historic Millwork District Community Space, City of Dubuque, Iowa

Conflluence Project # 24463 Fehr Graham Project No. 24-1801

CONCEPT 3 - CIVIL SITE WORK BUDGET

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	1	LS	$ 3,600.00	$ 3,600
2	2010-D-1	TOPSOIL, ON-SITE	850	CY	$ 25.00	$ 21,250
3	2010-E	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	800	CY	$ 15.00	$ 12,000
4	2010-J	SUBBASE, _____ (TYPE)	1500	TON	$ 30.00	$ 45,000
5	2010-K-1	REMOVAL OF STRUCTURE, EXISTING LIGHT POLES	5	EA	$ 1,500.00	$ 7,500
6	2010-K-1	REMOVAL OF STRUCTURE, EXISTING PARKING MEETERS	3	EA	$ 200.00	$ 600
7	2010-K-1	REMOVAL OF STRUCTURE, SITE FIXTURES	1	LS	$ 3,500.00	$ 3,500
8	2010-M	COMPACTION TESTING	1	LS	$ 3,500.00	$ 3,500
9	4020-A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	400	LF	$ 100.00	$ 40,000
10	4040-A	SUBDRAIN, ____ (TYPE), ____ (SIZE)	600	LF	$ 25.00	$ 15,000
11	6010-A	MANHOLE, ____(TYPE), ____ (SIZE)	2	EA	$ 5,000.00	$ 10,000
12	6010-B	INTAKE, ____(TYPE), ____ (SIZE)	6	EA	$ 5,000.00	$ 30,000
13	6010-F-2	INTAKE ADJUSTMENT, MAJOR	4	EA	$ 3,500.00	$ 14,000
14	6010-G-2	CONNECTION TO EXISTING INTAKE	1	EA	$ 3,500.00	$ 3,500
15	7030-A-1	REMOVAL OF SIDEWALK	550	SY	$ 15.00	$ 8,250
16	7030-E	SIDEWALK, PCC, 5 INCHES	1700	SY	$ 95.00	$ 161,500
17	7030-E	SIDEWALK, PCC, 5 INCHES DECORATIVE BANDS	300	SY	$ 150.00	$ 45,000
18	7030-F	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	60	SY	$ 200.00	$ 12,000
19	7030-G	DETECTABLE WARNING	78	SF	$ 70.00	$ 5,460
20	7080-B	ENGINEERING FABRIC	2000	SY	$ 3.00	$ 6,000
21	7080-C	UNDERDRAIN, ____(TYPE),____(SIZE)	240	LF	$ 20.00	$ 4,800
22	7080-D	STORAGE AGGREGATE	200	TON	$ 30.00	$ 6,000
23	7080-E	FILTER AGGREGATE	200	TON	$ 30.00	$ 6,000
24	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALL, MAINTAIN & REMOVAL	400	LF	$ 8.00	$ 3,200
25	9040-O-2	TRACK-OUT CONTROL	50	TON	$ 50.00	$ 2,500
26	9040-P-1	DUST CONTROL, WATER	1	LS	$ 5,000.00	$ 5,000
27	9040-T-1	INLET PROTECTION DEVICE, ____ (TYPE)	6	EA	$ 350.00	$ 2,100
28	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	12	EA	$ 250.00	$ 3,000
29	9070-A	SEATING WALL	360	LF	$ 200.00	$ 72,000
30	11,010-A	CONSTRUCTION SURVEY	1	LS	$ 15,000.00	$ 15,000
31	11,020-A	MOBILIZATION	1	LS	$ 35,000.00	$ 35,000
32	11,050-A	CONCRETE WASHOUT	1	LS	$ 2,000.00	$ 2,000
33	SP	IRRIGATON SYSTEM / RECONFIURE	1	LS	$ 25,000.00	$ 25,000
34	SP	RUBERIZED PLAY SURFACE	80	SY	$ 225.00	$ 18,000
35	SP	ENVIRONMENTAL SITE ASSESSMENT	1	LS	$ 25,000.00	$ 25,000
36	SP	SPECIAL HANDLING OF SOILS	1	LS	$ 75,000.00	$ 75,000

ESTIMATED CONTRACT AMOUNT	$ 747,260
Construction Contingency (15%)	$ 112,000
Engineering Design, Construction Services, Project Administration	$ 187,000
CONCEPT 3 ESTIMATED CIVIL PROJECT TOTAL	$ 1,046,260

Name
Title

Dated: February 2, 2026

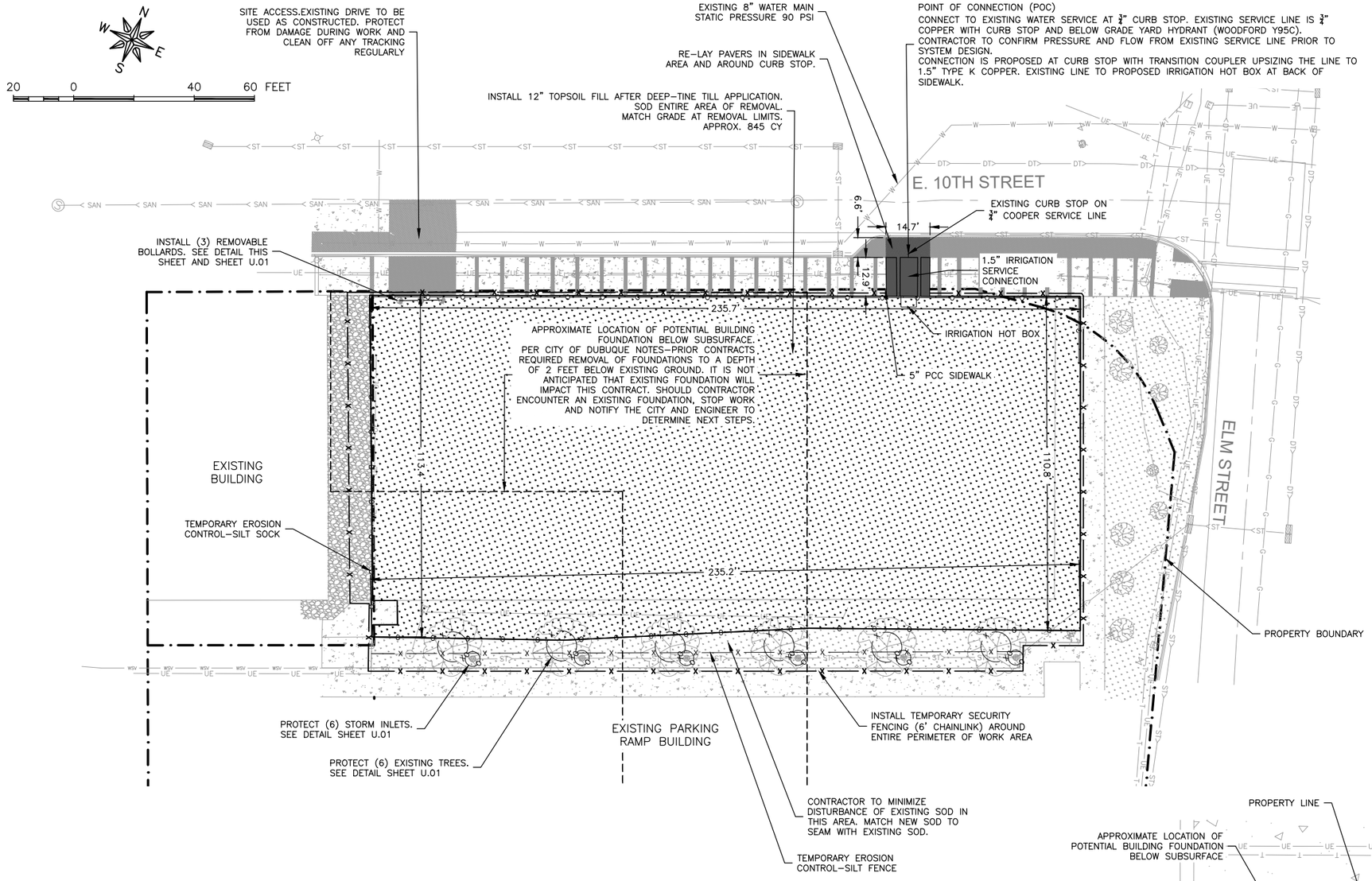
CONCEPT 3 - LANDSCAPE ARCHITECTURE WORK BUDGET

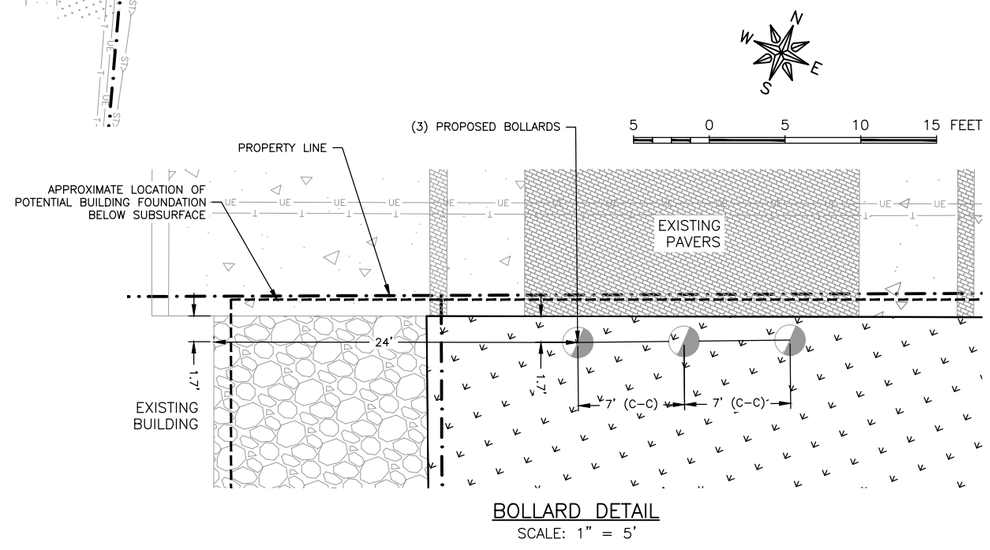
Concept 3 - Continued

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
		Site Amenities				
37	SP	Playground equipment/mounds/features	1	LS	$ 35,000.00	$ 35,000.00
38	SP	Large Shelter with Bench swings and lighting	0	EA	$ 200,000.00	$ -
39	SP	Large Shelter (16' x 40')with NO Bench swings and lighting	1	EA	$ 80,000.00	$ 80,000.00
40	SP	Stage with lighting	1	EA	$ 450,000.00	$ 450,000.00
41	SP	Single Bench Swing with Shade Structure	0	EA	$ 50,000.00	$ -
42	SP	Catenary lighting	0	LF	$ 400.00	$ -
43	SP	Pedestrian lighting (interior to supplement)	8	ea	$ 7,500.00	$ 60,000.00
44	SP	Holiday Tree	1	EA	$ 130,000.00	$ 130,000.00
45	SP	Bench - 6' backed	0		$ 3,100.00	$ -
46	SP	Tables and chairs with umbrella (4 person)	5	EA	$ 12,175.00	$ 60,875.00
47	SP	Tables and chairs without umbrella (4 person)	10	EA	$ 5,875.00	$ 58,750.00
48	SP	Tables and Chairs (2 person) no umbrella	3	EA	$ 5,200.00	$ 15,600.00
49	SP	Lounge Chairs	3	EA	$ 1,600.00	$ 4,800.00
50	SP	Trash Receptacles	2	EA	$ 2,400.00	$ 4,800.00
51	SP	Bike Rack	3	EA	$ 1,200.00	$ 3,600.00
52	SP	Additional Wayfinding Signage	1	ALW	$ 20,000.00	$ 20,000.00
53	SP	Outdoor Ping Pong Table	1	EA	$ 12,000.00	$ 12,000.00
		Site Amenities Subtotal				**$ 899,825.00**
		Landscaping				
54	9020-A	Sod	111	SQ	$ 75.00	$ 8,325.00
55	9030-A-1	Overstory Trees 2" Cal	7	ea	$ 650.00	$ 4,550.00
56	9030-A-2	Understory Trees 1.5" Cal.	10	EA	$ 475.00	$ 4,750.00
57	9030-A-3	Ornamental grasses and perennials - 1 gallon	0	EA	$ 25.00	$ -
58	SP	Stormwater bioretention engineered soil mix	280	CY	$ 65.00	$ 18,200.00
60	SP	Double shredded hardwood mulch	56	CY	$ 60.00	$ 3,360.00
59	9070-A-2	PCC bioretention wall average 18" height	250	LF	$ 200.00	$ 50,000.00
		Landscaping Subtotal				**$ 89,185.00**
		P				
		Art				
61	SP	Scluptural Branding Feature with lighting	0	LS	$ 300,000.00	$ -
		Art Subtotal				**$ -**

ESTIMATED LANDSCAPE ARCHITECTURE CONTRACT AMOUNT	$ 989,010.00
Construction Contingency (15%)	$ 148,000.00
Design, Services, Project Administration	$ 119,000.00
CONCEPT 3 - ESTIMATED LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 1,256,010.00
CONCEPT 3 - COMBINED CIVIL AND LANDSCAPE ARCHITECTURE PROJECT TOTAL	$ 2,302,270.00

options. It also switches a large shade structure and bench swings with a more traditional shelter.





BOLLARD DETAIL
SCALE: 1" = 5'

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

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

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

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

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: SITE PLAN
SET TYPE: FINAL
A:\24\24-1801\24-1801 DESIGN.dwg, SITE PLAN

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

PLOT DATE: 12/16/25

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque, Iowa

Construction Cost Estimate

Date: 17-Dec-25

Project Title: Historic Millwork District - Open Space

CIP Funding Amount: $ -

Project Completion Date: 26-Jun-26

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

Historic Millwork District - Parking Analysis

PUBLIC

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

PRIVATE

- Parking Lot - 448 spaces
- Green Space

- Public Parking Lot/Ramp Entrance

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

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

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

N

0 250 500 Feet 1,000

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

Copyrighted
June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE:	Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request
SUMMARY:	City Manager recommending authorizing the Transportation Services Parking Division to select a vendor from the proposals submitted to the RFP to replace the outdated on-street meters in the downtown area and also, install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo - Smart Parking & Mobility Management Plan_Pay by Plate Multi-Space Meter System Request
2. Memo to Council PbP MSM 5-28-26
3. Public Input

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request

DATE: May 27, 2026

Director of Transportation Services Ryan Knuckey is recommending City Council authorize the Transportation Services Parking Division to select a vendor from the proposals submitted to the RFP to replace the outdated on-street meters in the downtown area and also, install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

The Parking Department estimates the PbP MSM System will cost $1,400,000-$1,650,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project with a current balance of $1,831,964.

City staff recommends moving forward with the selection of a vendor from the proposals submitted to the RFP for the Pay by Plate Multi-Space Meter (PbP MSM). The end solution must also be able to integrate with the Mobile License Plate Recognition Enforcement (Mobile LPR) System RFP for Parking Enforcement Officers (PEOs) and be able to fully integrate with AIMS, our parking management software.
Specifically, the PbP MSM System RFP contains project drawings that identify the location of the MSMs:

- It is estimated the city would potentially purchase up to two hundred and forty-eight MSMs to be installed along streets in the downtown metered district for on-street parking.

- Thirteen MSMs will be installed in the following surface lots:
  - Fourth & Central Lot (1 MSM)
  - Ninth & Elm Lot (1 MSM)
  - Eleventh & Elm Lot (1 MSM)
  - Twelfth & Elm Lot (2 MSMs)
  - Third & Locust Lot (1 MSM)
  - Third & Main Lot (1 MSM)
  - Twelfth & Central Lot (1 MSM)
  - Eleventh & Bluff Lot (1 MSM)
  - Fifth & Bluff Lot (2 MSMs)

- Port of Dubuque Lot (2 MSMs)
  - A final kiosk number will be reviewed with the vendor to confirm adequate spacing. The 248 Kiosk recommended would be the maximum.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Jenny Larson – Chief Financial Officer
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors - Economic Development Director
Russ Stecklein - Operation Supervisor – Parking Division
Antonio Mouzon - Office of Community Impact Director
Justine Hull - Traffic Engineer
Jim Bousley - Project Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey – Director of Transportation Services

SUBJECT: Smart Parking & Mobility Management Plan: Pay by Plate Multi-Space Meter System Request

DATE: May 22, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval to allow Transportation Services Parking Division to select a vendor from the proposals submitted to the Request for Proposal (RFP). The Proposals are to replace our outdated on-street meters in the downtown area and install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

BACKGROUND

The Dubuque Main Street, Central Avenue Corridor areas and Historic Millwork District make up a majority of the core downtown business district in Dubuque. Having convenient, available parking in downtown Dubuque is a concern for many local employers, property developers, and residents. A lack of available parking spaces can lead to employees, customers, tenants, and homeowners walking undesirable distances between open parking spaces and their final destinations.

The City is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets and resources, leverage best in class parking and smart transportation technology, and identify future opportunities for efficiencies.

The guiding principles developed for the Smart Parking & Mobility Management Plan Development include:

- Parking is a key ingredient for keeping the downtown economically viable.
- Parking needs to be a partnership between the public and private sectors.

- Fair and accessible mobility solutions are one of the core components of a community' s livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreation opportunities.
- Parking access and any updated policies need to meet the needs of a diverse group of users.
- Parking must be fully integrated with Transit and other forms of transportation system mobility in order to maximize efficiencies and customer experience.
- Parking and transportation mobility is not free, and an updated revenue fee structure needs to be established.
- Parking and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, parking, and subsequent modes of travel to final points of destination must feel safe for customers.
- A business strategy that works in a post-pandemic environment needs to be developed.

A work session took place in City Council chambers on May 4th to discuss the results of the RFP along with other comparable cities. Comparable cities included multiple cities in Iowa along with other Midwest cities comparable in size. The comparisons showed the differences in approaches and managing parking in the downtown areas.
During the work session, the topic of potential “free time” was discussed as an approach by other cities including Waterloo having the first hour free. The Kiosk and Mobile App system will be able to accommodate this need if this process is recommended when the new equipment is installed. The Mobile LPR system will be able to enforce this process also.

City staff recommended moving forward with interviewing and purchasing a Kiosk System along with Mobile Parking App to make the City of Dubuque’s Parking process more efficient along with allowing for multiple approaches in maintaining and regulating parking in Dubuque’s downtown.

DISCUSSION
City staff recommends moving forward with the selection of a vendor from the proposals submitted to the RFP for the Pay by Plate Multi-Space Meter (PbP MSM). The end solution must also be able to integrate with the Mobile License Plate Recognition Enforcement (Mobile LPR) System RFP for Parking Enforcement Officers (PEOs) and be able to fully integrate with AIMS, our parking management software.

Specifically, the PbP MSM System RFP contains project drawings that identify the location of the MSMs:

- It is estimated the city would potentially purchase up to two hundred and forty-eight MSMs to be installed along streets in the downtown metered district for on-street parking.
- Thirteen MSMs will be installed in the following surface lots:
    - Fourth & Central Lot (1 MSM)

- Ninth & Elm Lot (1 MSM)
- Eleventh & Elm Lot (1 MSM)
- Twelfth & Elm Lot (2 MSMs)
- Third & Locust Lot (1 MSM)
- Third & Main Lot (1 MSM)
- Twelfth & Central Lot (1 MSM)
- Eleventh & Bluff Lot (1 MSM)
- Fifth & Bluff Lot (2 MSMs)
- Port of Dubuque Lot (2 MSMs)
    - A final kiosk number will be reviewed with the vendor to confirm adequate spacing. The 248 Kiosk recommended would be the maximum.

RECOMMENDATION

It is recommended that the City Council allows Transportation Services Parking Division to select a vendor from the proposals submitted to the RFP to replace our outdated on-street meters in the downtown area. Also, install equipment for our surface lots as part of the Smart Parking & Mobility Management Plan Development and Implementation Project.

BUDGET IMPACT

The Parking Department estimates the PbP MSM System will cost $1,400,000-$1,650,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005) with a current balance of $1,831,964.

ACTION TO BE TAKEN

I respectfully request City Council authorization to select a vendor from the proposals submitted from the PbP MSM System RFP. Transportation Services Parking division will bring a final selection for City Council approval.

cc: Jenny Larson – Director of Finance & Budget
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors - Economic Development Director
Russ Stecklein - Operation Supervisor – Parking Division
Antonio Mouzon - Office of Community Impact Director
Justine Hull - Traffic Engineer
Jim Bousley - Project Manager

Trish Gleason

From: Stephanee Fetzner-Johnson <sfetzner34@gmail.com>
Sent: Saturday, May 30, 2026 8:44 AM
To: Mike Van Milligen
Subject: Parking meters

[You don't often get email from sfetzner34@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Dear City of Dubuque,

I am writing to share my concerns regarding downtown parking enforcement and the impact it has on those of us who want to support local businesses.

Recently, I received a $15 parking ticket after my meter expired by approximately five minutes while shopping and having lunch downtown. While I understand the need for parking regulations, the experience left me feeling frustrated. I don't frequent downtown often, partly because of this, so I am not great at being prepared for meters and keeping track of time; I have received 3 parking meter tickets in the last few years - one was because I was a few minutes late coming out of a medical appointment another because I the client I was working with ran over by a short amount of time. It's very discouraging.

The City has invested significant effort into promoting and revitalizing downtown Dubuque, encouraging residents to shop local and support small businesses. However, the current parking system can create unnecessary stress for visitors. Not only do I need to ensure I have enough change available for the meter, but while spending money at local businesses, I am also worried about watching the clock to avoid a citation.

Frankly, this makes me reconsider future trips downtown. As a consumer, I have many alternatives. I can shop online or visit businesses on the west end where parking is free and I don't have to worry about carrying quarters or rushing back to my vehicle.

I encourage the City to consider options such as a short grace period, easier mobile payment solutions, or other customer-friendly parking policies that support the goal of attracting people downtown rather than discouraging them from visiting.

I appreciate the City's efforts to create a vibrant downtown and hope my feedback can contribute to making it an even more welcoming place for residents and visitors alike.

Thank you for your time and consideration.

Sincerely,

Stephanee Johnson

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June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 5.

ITEM TITLE:	Smart Parking & Mobility Management Plan: Mobile LPR System Request
SUMMARY:	City Manager recommending approval to allow Transportation Services Parking Division to select a vendor from the proposals submitted for the Mobile License Plate Recognition Enforcement (Mobile LPR) Request for Proposal (RFP). A final contract will be brought back to City Council for final approval.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Smart Parking & Mobility Management Plan_ Mobile LPR System Request
2. Memo to Council LPR 5-28

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Smart Parking & Mobility Management Plan: Mobile LPR System Request

DATE: May 27, 2026

Director of Transportation Services Ryan Knuckey is recommending City Council approval to allow Transportation Services Parking Division to select a vendor from the proposals submitted for the Mobile License Plate Recognition Enforcement (Mobile LPR) Request for Proposal (RFP). A final contract will be brought back to City Council for final approval.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Jenny Larson – Director of Finance & Budget
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors, Economic Development Director
Russ Stecklein, Operation Supervisor – Parking Division
Antonio Mouzon, Office of Community Impact Director
Justine Hull, Traffic Engineer
Jim Bousley, Project Manager

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TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey – Director of Transportation Services

SUBJECT: Smart Parking & Mobility Management Plan: Mobile LPR System Request

DATE: May 21, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval to allow Transportation Services Parking Division to select a vendor from the proposals submitted for the Mobile License Plate Recognition Enforcement (Mobile LPR) Request for Proposal (RFP).

BACKGROUND

The Dubuque Main Street, Central Avenue Corridor areas and Historic Millwork District make up a majority of the core downtown business district in Dubuque. Having convenient, available parking in downtown Dubuque is a concern for many local employers, property developers, and residents. A lack of available parking spaces can lead to employees, customers, tenants, and homeowners walking undesirable distances between open parking spaces and their final destinations.

The City is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets and resources, leverage best in class parking and smart transportation technology, and identify future opportunities for efficiencies.

The guiding principles developed for the Smart Parking & Mobility Management Plan Development include:

- Parking is a key ingredient for keeping the downtown economically viable.
- Parking needs to be a partnership between the public and private sectors.
- Fair and accessible mobility solutions are one of the core components of a community' s livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreation opportunities.
- Parking access and any updated policies need to meet the needs of a diverse group of users.

- Parking must be fully integrated with Transit and other forms of transportation system mobility in order to maximize efficiencies and customer experience.
- Parking and transportation mobility is not free, and an updated revenue fee structure needs to be established.
- Parking and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, parking, and subsequent modes of travel to final points of destination must feel safe for customers.
- A business strategy that works in a post-pandemic environment needs to be developed.

A work session took place in City Council chambers on May 4th to discuss the results of the RFP along with other comparable cities. Comparable cities included multiple cities in Iowa along with other Midwest cities comparable in size. The comparisons showed the differences in approaches and managing parking in the downtown areas.
During the work session, the topic of potential "free time" was discussed as an approach by other cities including Waterloo having the first hour free. The Kiosk and Mobile App system will be able to accommodate this need if this process is recommended when the new equipment is installed. The Mobile LPR system will be able to enforce this process also.

City staff recommended moving forward with interviewing and purchasing a Mobile LPR system to make the City of Dubuque's Parking process more efficient along with allowing for multiple approaches in maintaining and regulating parking in Dubuque's downtown.

DISCUSSION
City staff is recommending moving forward with the selection of a vendor from the proposals submitted to the RFP for the Mobile LPR system for our PEOs. The end solution must also be able to integrate with the Pay by Plate Multi-Space Meter (PbP MSM) RFP and be able to fully integrate with AIMS, our parking management software.

RECOMMENDATION
It is recommended that City Council allows Transportation Services Parking Division to select a vendor from the proposals submitted to the RFP for a Mobile LPR System for the PEO Vehicles as part of the Smart Parking & Mobility Management Plan Development and Implementation Project. A final contract will be brought back Infront of City Council for final approval.

BUDGET IMPACT
The Parking Department estimates the Mobile LPR System will cost $150,000 depending on proposals submitted. Funds will come from the Smart Parking System Capital Improvement Project (CIP) (4683000005) with a current balance of $1,831,964.

ACTION TO BE TAKEN

I respectfully request City Council's authorization to select a vendor from the proposals submitted for the RFP for the Mobile LPR System. A final contract will be brought back to City Council for final approval.

cc: Jenny Larson – Director of Finance & Budget
Gus Psihoyos - City Engineer
Joe Pregler - Chief Information Officer
Jill Connors - Economic Development Director
Russ Stecklein - Operation Supervisor – Parking Division
Antonio Mouzon - Office of Community Impact Director
Justine Hull - Traffic Engineer
Jim Bousley - Project Manager

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ACTION ITEMS # 6.

ITEM TITLE:	440 West 3rd Street, LLC Workforce Housing Tax Credit Application Support
SUMMARY:	City Manager recommending City Council approval of support for a Workforce Housing Tax Credit Application to the Iowa Economic Development Department being submitted by 440 W 3rd St, LLC. **RESOLUTION** Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 440 W 3rd St, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution of Support for Workforce Housing Tax Credit Application for Downtown Housing Development for 440 W 3rd St, LLC
2. Staff Memo
3. Resolution of Approval

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Support for Workforce Housing Tax Credit Application for Downtown Housing Development for 440 W 3rd St, LLC

DATE: May 27, 2026

Economic Development Director Jill Connors is recommending City Council approval a resolution of support for a Workforce Housing Tax Credit Application to the Iowa Economic Development Department being submitted by 440 W 3rd St, LLC.

<u>440 W 3rd St, LLC (440 W 3rd Street)</u>
Developer is proposing to create six (6) new residential units in a vacant and underutilized building. The site of the first Mercy Hospital in Dubuque, 440 W 3rd Street has deteriorated and is in need of significant repair. This project will include considerable interior restoration and reconfiguration at an estimated cost of One Million Seven Hundred Thousand Dollars ($1,700,000.00). The project intends to use historic tax credits preserving a historic structure and piece of Dubuque's history.

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

Michael C. Van Milligen

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

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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution of Support for Workforce Housing Tax Credit Application for Downtown Housing Development for 440 W 3rd St, LLC

DATE: May 26, 2026

INTRODUCTION

This memorandum presents for City Council approval a resolution of support for a Workforce Housing Tax Credit Application to the Iowa Economic Development Department being submitted by 440 W 3rd St, LLC.

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 project has approached City staff requesting support to apply.

440 W 3rd St, LLC (440 W 3rd Street)

Developer is proposing to create six (6) new residential units in a vacant and underutilized building. The site of the first Mercy Hospital in Dubuque, 440 W 3rd Street has deteriorated and is in need of significant repair. This project will include considerable interior restoration and reconfiguration at an estimated cost of One Million Seven Hundred Thousand Dollars

($1,700,000.00). The project intends to use historic tax credits preserving a historic structure and piece of Dubuque's history.

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. This project meets the City Council goals of additional housing located in Dubuque's downtown, and the rehabilitation of an existing structure.

Municipalities are limited to supporting four projects for this program in 2026. This is the fourth project requesting support. The other three were 5 units - Wilson House Apts, LLC (1243 Locust Street); 30 units - 1301 Central, LLC (1301 Central Avenue); and 14 units - Dubuque and Jackson County Habitat for Humanity (Wood Street).

The addition of the Iowa Workforce Housing Tax Credit to the capital stack improves the viability of this project, increasing the developers' ability to adequately address the shortage of housing in the community.

RECOMMENDATION

I respectfully request City Council approval of the attached Resolution supporting the aforementioned application for Iowa Workforce Housing Tax Credits for housing development in Dubuque.

Prepared by: Ian Hatch, Assistant Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
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 440 W 3rd St, LLC

WHEREAS, 440 W 3rd St, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

> Lot 2 of City Lot 607 in the City of Dubuque, Iowa, according to the recorded plat thereof.

(the Property); and

WHEREAS, Developer plans to rehabilitate the existing structure to construct six (6) new residential units on the Property (the Project) and invest approximately One Million Two Hundred Thousand Dollars ($1,200,000.00) 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, 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, 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 440 W 3rd St, 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 440 W 3rd St, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 440 W 3rd Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 1st day of June, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

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June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 7.

ITEM TITLE:	Authorization to Submit Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Grant Application
SUMMARY:	City Manager recommending authorization for the Dubuque Fire Department to submit an application to the Federal Emergency Management Agency under the Staffing for Adequate Fire and Emergency Response Grant Program for the hiring of nine additional firefighter/paramedic positions.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Authorization to Submit FEMA SAFER Grant Application- Nine Firefighter
2. Staff Memo Authorization to Submit FEMA SAFER Grant Application
3. 25_11_26 Fire Department FTE Increase and Fire Cost Recovery Fee

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Authorization to Submit FEMA SAFER Grant Application- Nine Firefighter Positions

DATE: May 28, 2026

Fire Chief Amy Scheller is recommending City Council authorization for the Dubuque Fire Department to submit an application to the Federal Emergency Management Agency (FEMA) under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the hiring of nine additional firefighter/paramedic positions.

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
Josh Knepper, Division Chief
Sam Janecke, Bureau Chief of EMS
Will Sullivan, President of Local 25
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Kelleher, Budget Analyst - Grants
Anderson Sainci, Director of Strategic Partnerships
Teri Goodman, Consultant

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TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: Authorization to Submit FEMA SAFER Grant Application- Nine Firefighter Positions

DATE: May 19, 2026 (updated to include projections graph May 21, 2026)

INTRODUCTION:

The purpose of this memorandum is to request authorization for the Dubuque Fire Department to submit an application to the Federal Emergency Management Agency (FEMA) under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the hiring of nine additional firefighter/paramedic positions.

DISCUSSION:

The SAFER Grant Program is administered through the U.S. Department of Homeland Security and FEMA and is intended to assist fire departments in increasing frontline staffing to improve emergency response capabilities, enhance firefighter safety, and support compliance with nationally recognized deployment and staffing standards. The program specifically supports communities in increasing the number of trained firefighters assembled at incident scenes, improving deployment capabilities, attaining 24-hour staffing, and fulfilling the traditional mission of fire departments in providing fire suppression, emergency medical services, rescue operations, and all-hazards emergency response.

The Fiscal Year 2025 SAFER Grant application period officially opened on May 19, 2026, at 8:00 a.m. Eastern Time and closes on June 22, 2026, at 5:00 p.m. Eastern Time. FEMA has announced approximately $324 million in available funding nationally and anticipates awarding approximately 190 grants under the FY2025 program cycle. Funding selections are expected no later than September 30, 2026.

The Dubuque Fire Department intends to apply under the Hiring Activity component of the SAFER program for nine firefighter/paramedic positions. The Hiring Activity provides grant funding to support the hiring of new firefighters or the conversion of part-time firefighters to full-time status. The grant period for Hiring Activity awards is 36 months.

Under the SAFER Hiring Activity, FEMA reimburses eligible salary and benefit costs associated with each awarded position based upon the department's first-year firefighter compensation package at the time of application. FEMA limits reimbursement to allowable salary and standard benefit costs only, including base salary, retirement contributions, health insurance, life insurance, and other standard fringe benefits. Overtime costs outside Fair Labor Standards Act requirements are not eligible expenses under the program.

The Dubuque Fire Department's current estimated first-year firefighter compensation package eligible under the SAFER program is as follows:

- Estimated Base Salary: $70,442
- MFPRSI Retirement Contribution: $17,190
- Health Insurance: $13,423
- Life Insurance: $46

Total Eligible Salary and Benefits: $101,101 per firefighter ($107,571 actual predicted costs with cert pay, edu bonus, uniform, and holiday prem pay), total grant costs for both FEMA and Dubuque are $909,909 each year. $2,729,727 three Year total.

Consistent with FEMA program requirements, the federal government may reimburse up to 75% of eligible costs in Years 1 and 2 and up to 35% of eligible costs in Year 3. The City is responsible for the required local cost share of 25% in Years 1 and 2 and 65% in Year 3.

Based upon the current estimated eligible compensation package of $101,101 per firefighter, the estimated City cost share obligation for nine firefighter positions is summarized below:

Grant Year	FEMA Share %	City Match %	Estimated City Match
Year 1	75%	25%	Approx. $227,477
Year 2	75%	25%	Approx. $227,477
Year 3	35%	65%	Approx. $591,441
			Total City $1,046,365

Grant Year	Estimated FEMA Share
Year 1	$682,431
Year 2	$682,431
Year 3	$318,468
Total FEMA	$1,683,330

8% employee increase used after FY2028

Fiscal Year	*5 FPM cost	*9 FPM cost	**EMS Billing Rate Adjustments	**Fire Cost Recovery	Contract savings	SAFER Grant revenue beyond Dec 1, 2026	Net annual city cost	Cummulative net city cost	
	3 mo in 26		2.5%	2.5%					
FY2026	$ 134,463.00	$ -	$ 495,000.00	$ -	$ 77,854.00	$ -	$ (438,391.00)	$ (438,391.00)	
FY2027	$ 537,855.00	$ 484,069.00	$ 990,000.00	$ 60,000.00	$ 77,854.00	$ 341,216.00	$ (447,146.00)	$ (885,537.00)	6 month grant impact (December 15/31-June 30)
FY2028 (8%)	$ 580,883.40	$ 968,139.00	$ 1,014,750.00	$ 123,000.00	$ 77,854.00	$ 682,431.00	$ (349,012.60)	$ (1,234,549.60)	12 month grant impact (July1-June 30)
FY2029 (8%)	$ 627,354.07	$ 1,045,590.12	$ 1,040,118.75	$ 126,075.00	$ 77,854.00	$ 682,431.00	$ (253,534.56)	$ (1,488,084.16)	12 month grant impact (July 1- June 30)
FY2030 (8%)	$ 677,542.40	$ 1,129,237.33	$ 1,066,121.72	$ 129,226.88	$ 77,854.00	$ 341,216.00	$ 192,361.13	$ (1,295,723.02)	6 month grant impact (July 1-December 15/31)
FY2031 (8%)	$ 731,745.79	$ 1,219,576.32	$ 1,092,774.76	$ 132,457.55	$ 77,854.00	$ -	$ 648,235.80	$ (647,487.23)	
FY2032 (8%)	$ 790,285.45	$ 1,317,142.42	$ 1,120,094.13	$ 135,768.99	$ 77,854.00	$ -	$ 773,710.76	$ 126,223.53	Estimated impact year @8%
FY2033 (8%)	$ 853,508.29	$ 1,422,513.81	$ 1,148,096.48	$ 139,163.21	$ 77,854.00	$ -	$ 910,908.41	$ 910,908.41	

Assumptions- Grant award and period of performance begins December 15-31, 2026 for year 1 grant impact- = 6 month impact on Dubuque Budget FY2027

Full benefit cost for FPM = $107,571

FEMA Approved funding for FPM= $101,101 (only allowable costs per FEMA)

These estimates are based upon current first-year firefighter compensation figures and are subject to adjustment based upon actual eligible salary and benefit costs during the grant period.

If awarded, the additional staffing positions would support the department's ongoing efforts to improve emergency response capability, increase minimum staffing, improve operational resiliency, strengthen firefighter safety, and continue progress toward nationally recognized deployment and staffing objectives associated with NFPA 1710 response performance recommendations. The positions would also support the department's long-range strategic staffing initiatives identified through the department's strategic planning and deployment analysis efforts.

RECOMMENDATION:

We respectfully request the City Manager authorize the Dubuque Fire Department to submit a FEMA SAFER Grant application for nine firefighter/paramedic positions and authorize the Fire Chief to serve as the designated grant contact and authorized representative, with Division Chief Knepper and Bureau Chief Janecke as the secondary grant contacts for purposes of submitting and administering the application.

CC
Josh Knepper
Sam Janecke
Will Sullivan
Cori Burbach
Jenny Larson
Laura Bendorf
Nathan Kelleher
Anderson Sainci
Teri Goodman
Crenna Brumwell

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Department FTE Increase and Fire Cost Recovery Fee

DATE: November 26, 2025

I have approved adjustments in the Dubuque Fire Department's Emergency Medical Services billing for Advanced Life Support and Basic Life Support effective January 1, 2026, based on recommendations from Fire Chief Amy Scheller. Current rates have not been adjusted in more than 10 years and no longer reflect the true cost of service.

Fire Chief Amy Scheller is further recommending implementation of a Fire Cost Recovery Fee and a budget amendment to create 5 additional Firefighter positions. Updating these fees, and implementing a fire cost recovery mechanism, will help support the request for 5 firefighter/paramedic positions in FY2026 and 9 firefighter paramedic positions through the FY2027 budget process to improve minimum staffing.

I concur with the recommendations to create a Fire Cost Recovery Fee and to create 5 firefighter positions 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
Shelley Stickfort, Chief Human Resources Officer
Laura Bendorf, Budget Manager

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ACTION ITEMS # 8.

ITEM TITLE:	Areas of Persistent Poverty Study, Master Plan Development, and Implementation Project Consultant Approval
SUMMARY:	City Manager recommending City Council approval of the Steering and Selection Committee's recommendation for the City to negotiate an agreement and execute a contract with Jarrett Walker and Associates for services related to managing the Areas of Persistent Poverty Study, Master Plan Development, and Implementation Project.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo Areas of Persistent Poverty RFP Consultant Selection Recommendation
2. Memo AoPP Consultant Selection Recommendation 5-21

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Areas of Persistent Poverty RFP Consultant Selection Recommendation

DATE: May 26, 2026

Transportation Services Director Ryan Knuckey is recommending City Council approval of the Steering and Selection Committee's recommendation for the City to negotiate an agreement and execute a contract with Jarrett Walker and Associates for services related to managing the Areas of Persistent Poverty (AoPP) Study, Master Plan Development, and Implementation Project.

This work will be funded from the AoPP Grant Project Fund (5385000023) which has a total available budget of $250,000. The local match is $25,000 and the FTA grant is $225,000.

As part of this project the city is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets, leverage best in class smart transportation technology, and identify future opportunities for the City to purchase new resources that will further improve transportation efficiencies. The scope of this RFP requires the consultant team to study, design, collect public input, and implement strategies to help the Transit Division optimize its bus routes and identify potential service changes. These changes are to improve service for Dubuque's historically disadvantaged tracts, new business development, and City improvements.

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

Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Transportation Services Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Joe Pregler, Chief Information Officer
Jodi Johnson, Operation Supervisor—Transit Division

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TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey—Director of Transportation Services

SUBJECT: Areas of Persistent Poverty RFP Consultant Selection Recommendation

DATE: May 21, 2026

INTRODUCTION

This memorandum provides the Steering and Selection Committee's recommendation for hiring a consultant for planning services to develop a master plan related to the Areas of Persistent Poverty (AoPP) Request for Proposal (RFP).

BACKGROUND

The Transit Division operates The Jule Bus system and offers mass transit or fixed route services and paratransit or "MiniBus" services within the city limits of Dubuque, Iowa. On weekdays, The Jule operates eight (8) fixed routes and ten (10) paratransit buses during normal hours of operation from 6:15 a.m. until 8:00 p.m. The Jule also provides the following fare-free options two (2) morning commuter routes, an afternoon commuter route operating from 4:45 a.m. until 6:00 a.m. and 2:30 p.m. until 3:55 p.m. On Saturdays, The Jule operates six (6) fixed routes and five (5) paratransit buses operating from 8:15 a.m. until 5:45 p.m.

Having convenient and affordable public transportation in the City of Dubuque is a necessity for many residents, local employers, property owners, and property developers. A transit system that serves its community and offers a valuable alternative method to travel to work, area services, local shopping centers, schools, and leisure activities is vital to reducing emissions, road congestion, and growing our local economy.

As part of this project the city is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets, leverage best in class smart transportation technology, and identify future opportunities for the City to purchase new resources that will further improve transportation efficiencies. The scope of this RFP requires the consultant team to study, design, collect public input, and implement strategies to help the Transit Division optimize its bus routes and identify

potential service changes. These changes are to improve service for Dubuque's historically disadvantaged tracts, new business development, and City improvements.

DISCUSSION

On December 17, 2025, the City Council approved the release of the RFP for the AoPP Study. The RFP was posted to the City's website, and proposals were due on February 11, 2026. Seven proposals were received by the deadline. The Steering and Selection Committee met and evaluated all seven proposals. Based on the quality of the submitted proposals the Committee decided to interview three consultant teams: Jarrett Walker and Associates, Nelson\Nygaard, and SRF Consulting Group.

The following City Staff served on the Steering and Selection Committee:

- Ryan Knuckey, Director of Transportation Services
- Jodi Johnson, Operations Supervisor—Transit Division
- Russ Stecklein, Operation Supervisor—Parking Division
- Joey Lueck, Transportation Services Analyst
- Corinne Rothblum, Economic Mobility Special Assistant
- Antonio Mouzon, Office of Community Impact Director
- Braden Daniels, Data Analyst
- Jason Duba, Assistant Planner

As part of the RFP review process, City Staff also partnered with the Greater Dubuque Development Corporation (GDDC). Nic Hockenberry served as their representative.

The Steering and Selection Committee met several times between February and March to interview the three consultant teams, review questions & answers submitted by the consultant teams, and review references provided by the consultant teams.

For the AoPP Study, the recommended consultant is required to perform the following work:

1. Analysis of Existing Transit System

1.1 Data collection and review.
1.2 Evaluate existing service.
1.3 Evaluate current ridership and productivity.
1.4 Assess bus stop inventory.
1.5 Review current equipment, planning technology, and staffing.
1.6 Analyze current land-use (residents, jobs, AoPP, etc.).
1.7 Assess food deserts.
1.8 Evaluate transit oriented design, complete streets, pedestrian/bicycle infrastructure, and unified development code.
1.9 Financial assessment (expenses and revenue sources).
1.10 Choices report.

2. Initial Stakeholder Engagement

2.1 Stakeholder workshop on transit choices (in-person).
2.2 Presentation to City Council on transit choices (in-person).

3. Alternatives
3.1 Alternatives design retreat (in-person).
3.2 Alternatives analysis and mapping.

4. Engagement Phase 1 (concepts)
4.1 Prepare engagement materials.
4.2 Stakeholder meeting on concepts (virtual).
4.3 Presentation to City Council on concepts (virtual).
4.4 Public meetings and input gathering.
4.5 Presentation to City Council on public input (virtual).

5. Draft Plan
5.1 Draft plan design retreat (virtual).
5.2 Draft plan mapping and analysis.
5.3 Draft plan report.

6. Engagement Phase 2
6.1 Prepare engagement materials.
6.2 Stakeholder meeting on draft plan (virtual).
6.3 Presentation to City Council on Draft Plan (virtual).
6.4 Public meetings and input gathering.
6.5 Presentation to City Council on public input (virtual).

7. Final Master Plan
7.1 Virtual design retreat (final plan).
7.2 Final plan mapping.
7.3 Final master plan report.
7.4 Final presentation.

The selected consultant will be expected to complete the contracted scope of work within the specified timeframe under the general direction and coordination of the City's Transportation Services Department.

RECOMMENDATION

Based on review of the proposals and consultant interviews, the Steering and Selection Committee recommends that the City negotiate an agreement and execute a contract with Jarrett Walker and Associates for services related to managing the AoPP Study, Master Plan Development, and Implementation Project.

BUDGET IMPACT

Jarrett Walker and Associates submitted an initial project budget of $249,842. Key City Staff on the project team would like the ability to negotiate final contract details with

Jarrett Walker and Associates including how the stakeholder engagement process will work.

This work will be funded from the AoPP Grant Project Fund (5385000023) which has a total available budget of $250,000. The local match is $25,000 and the FTA grant is $225,000.

ACTION TO BE TAKEN

I respectfully request that the City Council award the AoPP Study to Jarrett Walker and Associates and allow city staff to negotiate and execute a contract.

cc: Jenny Larson, Director of Finance & Budget
Laura Bendorf, Budget Manager
Joe Pregler, Information Services Manager
Jodi Johnson, Operation Supervisor—Transit Division

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June 1, 2026

City of Dubuque
City Council

ACTION ITEMS # 9.

ITEM TITLE:	Bee Branch Trail Project - Phase 3 (12th to 9th Street) Award
SUMMARY:	City Manager recommending award of the public improvement construction contract to Valentine Construction Co., LLC in the amount of $205,741.89, which is 13.1% below the estimate of probable cost, subject to Iowa DOT concurrence and approval of award for the Bee Branch Creek Trail Project – Phase 3 Project. **RESOLUTION** Awarding Public Improvement Contract for the Bee Branch Creek Trail Project – Phase 3 Iowa Dot Tap-U-2100(711)—8I-31
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Bee Branch Trail Project - Phase 3 (12th to 9th Street) Award Public Improvement Constr Contract
2. Bee Branch Trail Phase 3 (711) - Award Memo
3. Bee Branch Trail Phase 3 (711) - Award RESOLUTION

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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)
Award Public Improvement Construction Contract
(Iowa DOT Project Number TAP-U-2100--(711)-8I-31)

DATE: May 27, 2026

City Engineer Gus Psihoyos is recommending City Council concur on the award of the public improvement construction contract to Valentine Construction Co., LLC in the amount of $205,741.89, which is 13.1% below the estimate of probable cost, subject to Iowa DOT concurrence and approval of award 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 Krayer, Civil Engineer
Adam Decker, Engineering Design Technician

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: May 27, 2026

RE: Bee Branch Trail Project - Phase 3 (12th to 9th Street)
Award Public Improvement Construction Contract
(Iowa DOT Project Number TAP-U-2100--(711)-8I-31)

INTRODUCTION

The purpose of this memorandum is to provide the City Council with information related to the recommended concurrence for the Iowa Department of Transportation to award the public improvement construction project for the 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 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

BID RESULTS

The Iowa DOT received five (5) bids on May 19, 2026, for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31. Valentine Construction Co., LLC of Dubuque, IA, submitted the low bid in the base bid of $205,741.89 which is 13.1% below the estimate of probable cost. A summary of the bid proposal received is as follows:

Contractor Name	Total Bid
Valentine Construction Co., LLC	$ 205,741.89
Midwest Concrete, Inc.	$ 245,370.80
Eastern Iowa Excavating & Concrete, LLC	$ 273,906.82
Tschiggfrie Excavating Co.	$ 290,513.85
Portzen Construction, Inc.	$ 312,922.48

RECOMMENDATION

I recommend that the City Council concur on the award of the public improvement construction contract to Valentine Construction Co., LLC in the amount of $205,741.89 subject to Iowa DOT concurrence and approval of award for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) --8I-31

BUDGET IMPACT

The estimate of probable cost for the Bee Branch Creek Trail Project – Phase 3 Project are as follows:

Description	Cost Estimate	Award Amount
Construction	$ 236,750.10	$ 205,741.89
Contingency	31,485.90	31,485.90
Engineering Design and Administration	40,186.00	40,186.00
Total Construction Cost Estimate	**$308,422.00**	**$277,413.79**

The current 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**

REQUESTED ACTION

I recommend that the City Council adopt the attached resolution to award the public improvement contract for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa

DOT Project No. TAP-U-2100(711) --8I-31 to Valentine Constructions Co., LLC in the amount of $205,741.89 subject to Iowa DOT concurrence and approval of award.

Prepared By Justine Hull, Traffic Engineer

cc: Bob Schiesl, Asst City Engineer
John Krayer, Civil Engineer
Nathan Steffen, Civil Engineer
Adam Decker, Engineering Design Technician

Prepared by Justine Hull City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____ -26

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE BEE BRANCH CREEK TRAIL PROJECT – PHASE 3 IOWA DOT TAP-U-2100(711)—8I-31

WHEREAS, sealed proposals have been submitted by contractors for the Bee Branch Creek Trail Project – Phase 3 Project, Iowa DOT Project No. TAP-U-2100(711) - -8I-31, (the Project) pursuant to Resolution No. 168-26 and Notice to Bidders published by the Iowa Department of Transportation; and

WHEREAS, said sealed proposals were opened and read by the Iowa Department of Transportation on the 19th day of May 2026 and it has been determined that Valentine Construction Co., LLC, of Dubuque, IA submitted low bid in the amount of $205,741.89, and 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 the City concurs with awarding a Public Improvement Contract for the Project subject to Iowa Department of Transportation concurrence and approval of award to Valentine Construction Co., LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 1st day of June 2026.

Attest: _____
Brad M. Cavanagh, Mayor

_____
Trish L. Gleason, Assistant City Clerk

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City of Dubuque
City Council

ACTION ITEMS # 10.

ITEM TITLE:	Request to Continue Fire Cost Recovery Ordinance to June 15, 2026 City Council Meeting
SUMMARY:	Assistant City Attorney Jason Lehman respectfully requests that the fire cost recovery ordinance be removed from the June 1st agenda and placed on the agenda for the June 15th meeting.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. JL Memo

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TO: City Council
FROM: Jason Lehman, Assistant City Attorney
DATE: May 28, 2026
RE: Request to Continue Fire Cost Recovery Ordinance to June 15, 2026 Meeting

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INTRODUCTION

A proposed fire cost recovery ordinance was on Council's agenda for its meeting on May 18, 2026. Several questions and concerns were raised by Council Members regarding the proposed ordinance and its implementation. Council asked staff to address those issues and bring a revised ordinance to the June 1st meeting. City staff have been working to revise the proposed ordinance and address the issues raised during the May 18th meeting, but additional time is needed to ensure the issues are thoroughly addressed, including consultations with the vendor to ensure alignment between the City's proposed ordinance and the vendor's business practices.

REQUESTED ACTION

Accordingly, staff respectfully requests that the fire cost recovery ordinance be removed from the June 1st agenda and placed on the agenda for the June 15th meeting. This additional time will allow staff to present a revised ordinance and accompanying memorandum that addresses Council's concerns and is ready for substantive discussion and action on June 15th.

Cc: Mike Van Milligen, City Manager
Crenna Brumwell, City Attorney
Amy Scheller, Fire Chief

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City of Dubuque
City Council

ACTION ITEMS # 11.

ITEM TITLE:	Initiation of Recruitment Process for City Manager
SUMMARY:	City Attorney requesting direction regarding the initiation of the recruitment process for the next City Manager for the City of Dubuque.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Mayor Council Memo CM Recruitment 052826

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TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney
Shelley Stickfort, Chief Human Resources Officer
Kristen Dietz, Talent Acquisition Manager

DATE: May 27, 2026

RE: Initiation of Recruitment Process for City Manager

INTRODUCTION

The purpose of this memorandum is to request direction from the Mayor and City Council regarding the initiation of the recruitment process for the next City Manager for the City of Dubuque. Given the importance of the position and the anticipated timeline necessary to conduct a comprehensive recruitment and selection process, staff is seeking guidance on the preferred recruitment approach.

DISCUSSION

The recruitment of a City Manager is one of the most significant responsibilities of the City Council. The process should provide an opportunity to identify highly qualified candidates with demonstrated leadership experience, strong organizational management skills, and the ability to advance the strategic priorities of the community and organization.

Staff has identified two potential approaches for Council consideration. Please note that both timelines outlined below is provided for planning purposes only and represents an estimated recruitment schedule. Timeframes may be modified based on City Council goals and priorities and any recommendations or direction provided by the Mayor and City Council during the recruitment process. The anticipated start date will be determined based on the selected candidate's availability, with the intent of providing an overlap period to support an effective transition, if feasible.

Option 1 – Request for Proposals (RFP) for External Recruitment Services
Under this option, the City would develop and issue a Request for Proposals (RFP) seeking qualified executive recruitment firms specializing in local government leadership recruitment. Following evaluation of proposals, the City Council would select a recruitment consultant to facilitate the process.

This option allows the City to evaluate multiple firms, approaches, and pricing structures before selecting a consultant. The additional procurement process, however, extends the overall recruitment timeline.

Potential Timeline – Option 1

- **July 1 – September 30, 2026:** Development of RFP, advertisement, proposal review, interviews, and selection of recruitment consultant
- **October 1, 2026 – January 15, 2027:** Development of recruitment materials, job posting, advertising, candidate outreach, and preliminary screening
- **January 15 – March 30, 2027:** Interview and finalist selection process
- **April 1, 2027:** Recommendation of final candidate to City Council
- **June 1, 2027:** Anticipated start date for selected City Manager

Option 2 – Proceed with Staff-Recommended Recruitment Service

Under this option, staff would bring forward a recommended executive recruitment service for City Council consideration and approval, allowing the recruitment process to begin more immediately without conducting a formal RFP process.

This approach would expedite the recruitment timeline while still utilizing a professional executive recruitment firm experienced in municipal executive searches. In addition, the timeline would provide additional opportunities for City Council and other identified stakeholders to participate in candidate review, screening, and engagement throughout the recruitment and interview process.

Potential Timeline – Option 2

- **July 1 – October 1, 2026:** Development of recruitment materials, job posting, advertising, candidate outreach, and preliminary screening
- **October 1, 2026 – January 30, 2027:** Interview and finalist selection process
- **February 1, 2027:** Recommendation of final candidate to City Council
- **April 1, 2027:** Anticipated start date for selected City Manager

ACTION REQUESTED

Staff respectfully request direction from the Mayor and City Council regarding:

1. Whether the City should conduct a formal RFP process for executive recruitment services; or

2. Whether staff should proceed with a recommended recruitment service to expedite the recruitment and selection timeline.

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City of Dubuque
City Council

ACTION ITEMS # 12.

ITEM TITLE:	VIDEO: New Housing Creation - Spring Update
SUMMARY:	Communications Office staff will show a brief video providing an update on new housing creation projects throughout the city. The video can also be viewed on the City's YouTube channel at https://youtu.be/dmCB7-Bu4JM
SUGGUESTED DISPOSITION:	Receive and File; Video

ATTACHMENTS:
None

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June 1, 2026

City of Dubuque
City Council

CLOSED SESSION #

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

SUMMARY:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None